

INTERLOCAL AGREEMENT FOR PROJECT ASSISTANCE

This **INTERLOCAL AGREEMENT FOR PROJECT ASSISTANCE** (the “Agreement”) is made and entered into this 9 day of April, 2026 (the “Effective Date”), by and between the **PORT OF WHITMAN COUNTY** (“Whitman”), and the **PORT OF CLARKSTON** (“Clarkston”). Whitman and Clarkston are collectively referred to as the “Parties,” and individually as a “Party.”

I. RECITALS

WHEREAS, Whitman and Clarkston are located adjacent to one another;

WHEREAS, from time to time, Whitman undertakes projects which Clarkston employees are better situated to perform;

WHEREAS, from time to time, Clarkston undertakes projects which Whitman employees are better situated to perform;

WHEREAS, the Parties desire to meet both of their operational needs while reducing the costs to each Party by assisting one another, from time to time, on projects; and

WHEREAS, the Parties are authorized, pursuant to Chapter 39.34 RCW, to enter interlocal agreements which allow the Parties to cooperate with each other to provide high-quality services to the public in the most efficient manner possible.

II. TERMS AND CONDITIONS

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

1. **PURPOSE.** The purpose of this Agreement is to establish a contractual arrangement under which Whitman may assist Clarkston in completing Clarkston’s projects and, conversely, Clarkston may assist Whitman in completing Whitman’s projects, as set forth below.

2. **PROJECT COOPERATION.** During the Term of this Agreement, as defined in Section 4, below, either Party (the “Requesting Party”) may issue a written request (a “Request”) to the other Party (the “Cooperating Party”) seeking the Cooperating Party’s help to perform or complete a project for the Requesting Party (each a “Project”). The Cooperating Party has sole and absolute discretion to determine if it will, or will not, assist the Requesting Party on the Project.

2.1 **Scope of Services.** If the Cooperating Party is interested in assisting on the Project, the Cooperating Party and the Requesting Party shall meet to discuss the scope of services (the “Services”) the Cooperating Party will provide to the Requesting Party on the Project. If the Parties agree on the Services, the Parties shall memorialize the Services in a written agreement executed by both Parties. Electronic mail agreement on the Services is sufficient.

2.2 Charges for Services. If the Cooperating Party is interested in assisting on the Project, the Cooperating Party and Requesting Party shall meet to discuss the rates at which the Cooperating Party's Services will be charged to the Requesting Party, including, but not limited to, the fully burdened reimbursement rates for the Cooperating Party's employees, rates for use of Cooperating Party's equipment (if any), and the markup (if any) on any supplies purchased for or used on the Project (collectively the "Rates"). If the Parties agree on the Rates, the Parties shall memorialize the Rates in a written agreement executed by both Parties. Electronic mail agreement on the Rates is sufficient.

2.3 Supervision of Employees.

2.3.1 In performing the Services for the Requesting Party, the Cooperating Party shall be solely responsible for supervising and directing the Cooperating Party's employees' performance, including, without limitation, supervision of both the Services provided by such Cooperating Party employees and the means by which the Services are accomplished. All disciplinary action for the Cooperating Party's employees shall be the responsibility of the Cooperating Party and not the responsibility of Requesting Party. The Cooperating Party shall not have any ability to control or direct the Requesting Party's employees.

2.3.2 In the event the Requesting Party's employees are working on a Project at the same time as the Cooperating Party's employees, the Requesting Party shall be solely responsible for supervising and directing the Requesting Party's employees' performance on the Project. All disciplinary action for the Requesting Party's employees shall be the responsibility of the Requesting Party and not the responsibility of Cooperating Party. The Requesting Party shall not have any ability to control or direct the Cooperating Party's employees.

2.4 Employee Benefits and Withholdings. Each Party shall be responsible for the following with regard to its own employees, even when the Cooperating Party's employees are performing Services at the request of the Requesting Party:

2.4.1 Administration of payment of all salaries, wages, and other forms of compensation due to each Party's own employees.

2.4.2 Compliance with all rules and regulations governing reporting, payment, and withholding of federal and state taxes imposed with respect to each Party's own employees, including, but not limited to:

- i. Federal income tax withholding;
- ii. State and local income tax withholding;
- iii. Federal Insurance Contributions Act ("FICA") and Medicare tax withholding, as well as the employer component of FICA and Medicare tax;
- iv. Federal Unemployment Tax Act ("FUTA") obligations; and
- v. Applicable state unemployment tax obligations.

2.4.3 Compliance with applicable workers' compensation laws applicable to each Party's own employees.

3. **REIMBURSEMENT.** Upon completion of the Cooperating Party's Services for a Project, or upon such other intervals as the Parties may agree as part of a Request, the Cooperating Party shall invoice the Requesting Party for the Services performed at the Rates (each an "Invoice"). Each Invoice shall include, if requested, copies of reasonable backup documents supporting the amounts set forth therein. The Requesting Party shall reimburse the Cooperating Party for all such Services no later than thirty (30) days after receipt of each Invoice. Payments received after this date are subject to interest at the rate of one percent (1%) per month.

4. **TERM.** This Agreement shall commence on the Effective Date for an initial term of one (1) year; however, this Agreement shall automatically renew on each anniversary of the Effective Date for an additional one (1)-year term until terminated by either Party (the initial term, and any renewal terms, shall be referred to as the "Term"). This Agreement may be terminated by either Party upon not less than thirty (30) days' prior written notice to the other Party.

5. **DEFENSE AND INDEMNIFICATION.** To the extent permitted by law, each Party shall defend, indemnify, and hold harmless the other Party, and its officials, employees, agents, successors, designees, and assigns, from and against any and all claims, penalties, demands, causes of action, damages, losses, liabilities, costs, and expenses, including attorneys' fees, arising out of or in connection with the actions of that Party's employees under this Agreement; provided, however, that this defense and indemnification shall not apply to any claims or causes of action to the extent that the damages were caused by the negligent or wrongful conduct of the indemnified Party. In the event of joint liability, this defense and indemnification shall only apply to the percentage fault of the indemnifying Party.

FOR PURPOSES OF THE FOREGOING INDEMNIFICATION PROVISION ONLY, AND ONLY TO THE EXTENT OF CLAIMS AGAINST ON PARTY BY THE OTHER UNDER SUCH INDEMNIFICATION PROVISION, THE PARTIES SPECIFICALLY WAIVE ANY IMMUNITY THEY MAY BE GRANTED UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW. THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE TO OR FOR ANY THIRD PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

6. **NOTICES.** All notices, demands, requests, consents, and approvals which may or are required to be given by any Party to any other Party hereunder shall be in writing, and shall be deemed to have been duly given if delivered personally, sent by a nationally recognized overnight delivery service, or if deposited in the United States mail and sent by registered or certified mail, return receipt requested and postage prepaid, to:

Whitman: Port of Whitman County
Attn: Kara Riebold
302 N Mill St.
Colfax, WA 99111

Clarkston: Port of Clarkston
Attn: Chris Rasmussen
849 Port Way
Clarkston, WA 99403

Or to such other address(es) as any Party hereto may from time to time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery.

7. **RECORDING.** A copy of this Agreement shall be filed with the Clarkston or Whitman County Auditor, or posted on the website of any Party upon execution.

8. **INDEPENDENT MUNICIPAL GOVERNMENTS – NO LIABILITY.** The Parties hereto are independent municipal corporations. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each Party. Nothing in this Agreement shall be construed to create a joint entity between the Parties. The Parties shall not be liable for the acts or omissions of the other Party, and/or their respective public officials, employees, or agents.

9. **NEUTRAL AUTHORSHIP.** Each of the provisions of this Agreement have been reviewed and negotiated, and represents the combined work product of the Parties. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

10. **DISPUTE RESOLUTION.** The Parties will first submit any dispute to mediation as a condition precedent to litigation. Each Party expressly waives the right to a trial by jury.

11. **NO WAIVER.** No failure by either Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach, or any other covenant, agreement, term, or condition. Either Party hereto, by notice, and only by notice as provided herein, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of the other Party hereto. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

12. **SEVERABILITY.** In case any one (1) or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

13. **SURVIVABILITY.** All covenants, promises, provisions, and performances of this Agreement which are not fully performed as of the date of termination shall survive the termination of this Agreement as binding obligations.

14. **ENTIRE AGREEMENT.** The entire agreement between the Parties is contained in this Agreement, and this Agreement supersedes all of the Parties' previous understandings and agreements, written or oral, with respect to this transaction. This Agreement may only be amended by a written modification signed by all Parties.

15. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, and each such executed counterpart shall be deemed to be an original instrument, but all such executed counterparts together shall constitute one (1) and the same instrument. Any signature page delivered by facsimile or electronic image transmission shall be binding to the same extent as an original signature page. Any Party that delivers a signature page by facsimile or electronic image transmission shall deliver an original counterpart to any other Party that requests such original counterpart.

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the Effective Date.

PORT OF WHITMAN COUNTY



By: Kara Riebold
Its: Executive Director

PORT OF CLARKSTON



By: Chris Rasmussen
Its: Executive Director