

INTERLOCAL AGREEMENT FOR USE OF PROPERTY AND FACILITIES

This **INTERLOCAL AGREEMENT FOR USE OF PROPERTY AND FACILITIES** (the “Agreement”), as of the below authorization date, is made by and between the **PORT OF CLARKSTON**, a Washington municipal corporation (the “Port”), and **ASOTIN COUNTY FIRE DISTRICT NO. 1**, a Washington municipal corporation (the “Fire District”), pursuant to the authority granted by Chapter 39.33 RCW, Intergovernmental Disposition of Property Act and Chapter 39.34 RCW, the Interlocal Cooperation Act. The Port and the Fire District are collectively referred to herein as the “Parties” or individually as a “Party.”

I. RECITALS

WHEREAS, the Fire District and the Port are public agencies as defined in Ch. 39.34 RCW – the Interlocal Cooperation Act;

WHEREAS, the Parties can license use of property to one another under the authority provided in Chapter 39.33 RCW – the Intergovernmental Disposition of Property Act;

WHEREAS, the Fire District serves the Port and provides emergency response services to patrons of the Port along with protecting Port property;

WHEREAS, the Port has historically provided the Fire District with use of Port property for training exercises;

WHEREAS, the Fire District performs controlled burns on Port property for reducing fuels and wildfire risks;

WHEREAS, the Fire District’s fire hall is a large space for community gatherings which the Port may desire to utilize for Port meetings that are anticipated to draw larger community attendance; and

WHEREAS, the Port and the Fire District desire to enter into this Agreement to memorialize a framework for how the Parties can access and utilize each other’s respective properties.

II. TERMS AND CONDITIONS

NOW, THEREFORE, for and in consideration of the mutual terms and conditions contained herein, the Parties hereby agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to allow the Fire District to utilize Port Property, as defined below, and for the Port to utilize Fire District Facilities, as defined below, subject to the terms and conditions of this Agreement. The purpose advances the public interest by providing efficient use of governmental property between the Parties in order to best serve their shared constituencies.

1.1 “Port Property” as used in this Agreement means any Port owned or operated property, including without limitation, any docks, wharfs and aquatic lands.

1.2 “Fire District Facilities” as used in this Agreement means the Fire District owned

Fire Hall, located at 2377 Appleside Blvd, Clarkston, WA 99403.

2. USE OF PROPERTY AND FACILITIES.

2.1 Fire District Use of Port Property. The Fire District may use Port Property for training exercises and to conduct controlled burns ("Fire District Authorized Use"). The Fire District Authorized Use provided for in this Agreement shall be a non-exclusive license to use Port Property. Each single use of the Port Property by the Fire District shall be referred to in this Agreement as a "Fire District Event." The license for any single, temporary use of Port Property by the Fire District shall be limited to the duration of the particular Fire District Event. This Agreement does not grant any leasehold interest or other property right to the Fire District. The Fire District shall provide at least three (3) business days' written notice to the Port before using Port Property under this Agreement. Upon receiving that notice, the Port reserves the right to reschedule or relocate that particular Fire District Event request if the Fire District request will otherwise interfere with the Port's operations or a previously scheduled use of the Port Property. If the Port wants to reschedule the Fire District Event, the Port must respond to the Fire District in writing within the three (3) day period after receiving notice from the Fire District. For the purposes of this paragraph, written notice shall include email correspondence to the Port contact identified in Section 6 of this Agreement.

2.2 Port Use of Fire District Facilities. The Port may use the Fire District Facilities for Port meetings and events ("Port Authorized Use"). The Port Authorized Use provided for in this Agreement shall be a non-exclusive license to use Fire District Facilities. Each single use of the Fire District Facilities by the Port shall be referred to in this Agreement as a "Port Event." The license for any single, temporary use of Fire District Facilities by the Port shall be limited to the duration of the particular Port Event. This Agreement does not grant any leasehold interest or other property right to the Port. The Port shall provide at least three (3) business days' written notice to the Fire District before using Fire District Facilities under this Agreement. Upon receiving that notice, the Fire District reserves the right to reschedule or relocate that particular Port Event request if the Fire District's request will otherwise interfere with the Fire District's operations or a previously scheduled use of the Fire District Facilities. If the Fire District wants to reschedule the Port Event, the Fire District must respond to the Port in writing within the three (3) day period after receiving notice from the Port. For the purposes of this paragraph, written notice shall include email correspondence to the Fire District contact identified in Section 6 of this Agreement.

2.3 Return of Property or Facilities. Upon the expiration of the Fire District Event or Port Event identified in Sections 2.1 and 2.2 of this Agreement, the Party using the property or facility shall return it to the other Party in substantially the same condition as they were furnished, reasonable wear and tear expected. With respect to controlled burns conducted by the Fire District on Port Property, it is anticipated by the Parties that the Port Property be altered consistent with the controlled burn and is included within reasonable wear and tear as referred to in this paragraph. The Party using the other's property or facilities shall be responsible for reimbursing the other Party for the costs of repairs to that property or facility that are beyond reasonable wear and tear. Any dispute over the costs for such repairs shall be resolved pursuant to Section 7 of this Agreement.

2.4 No Separate Legal Entity, No Acquisition of Disposal of Property, and Manner of Financing. The Parties specify that it is not the intent of this Agreement to create any separate legal entity or a joint entity between the Parties. It is not the Parties' intent that there will be any financing of joint or cooperative undertaking, or to establish any budget. It is

not the intent of the Parties to acquire or dispose of any joint personal or real property pursuant to this Agreement. The Parties do not intend to charge a license fee or other charge for the use of property or facilities as provided for in this Agreement and have determined the agreed terms between the Parties represent the true and full value and fair consideration to support this Agreement. The Parties hereto are independent municipal corporations. Except for the specific terms in this Agreement, nothing herein shall be construed to limit the discretion of the governing bodies of each Party. The Parties shall not be liable for the acts or omissions of the other Party, and/or their respective public officials, employees, or agents.

3. **DURATION AND TERMINATION.** This Agreement shall take effect upon its execution by both Parties and either filing with the County Auditor or listing on the Parties' website pursuant to RCW 39.34.040. Either Party may terminate this Agreement upon sixty (60) calendar days' written notice to the other Party. This Agreement shall remain in effect until terminated in writing by a Party as provided for in this Section or by termination pursuant to the processes in the dispute resolution Section 7 of this Agreement.

4. **INDEMNIFICATION AND HOLD HARMLESS.** To the extent permitted by law, each Party agrees to and shall defend, indemnify, and hold harmless the other Party, its appointed and elective officials, agents and employees, successors, designees, and assigns from and against any and all claims, penalties, demands, causes of action, liabilities, damages, losses, or expenses arising out of or in connection with the actions of that Party under this Agreement. This defense and indemnification provision includes, but is not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon such party, its elected or appointed officials, agents or employees successors, designees and assigns, including for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to the property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of a party, its elected officers, employees, agents, successors, designees or assigns. However, the defense and indemnification requirement in this section 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. It is further provided that no liability shall attach to either Party by reason of entering into this Agreement, except as expressly provided herein. 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 ONE 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, OR SIMILAR WORKERS' COMPENSATION STATUTE. 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.

Each party agrees to maintain One Million Dollars (\$1,000,000.00) in commercial general liability insurance.

5. **ASSIGNMENT.** The Parties may not assign this Agreement.

6. **AGREEMENT ADMINISTRATION.** This Agreement shall be administered by the below identified persons, or such other person as may be identified in writing to the Parties. Any notice under this Agreement shall be sent via electronic mail, postage prepaid by regular mail, or delivered personally. Any mailed notice shall be deemed received two (2) business days after the date of mailing. Notices shall be mailed or delivered to the following persons at the following addresses:

Port: Executive Director
849 Port Way
Clarkston, WA 99403
509-758-5272

Fire District: Fire Chief
2377 Appleside Boulevard
Clarkston, WA 99403
509-758-5181

7. **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 formal mediation or litigation. The substantially prevailing Party in any action to enforce any term or condition of this Agreement shall be entitled to an award of its reasonable costs and attorneys' fees.

8. **SEVERABILITY.** In the event any term or condition contained in this Agreement or application thereof to any person or circumstances is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other term or condition hereof, and the Parties will reasonably cooperate to modify this Agreement to achieve the purposes set forth herein.

9. **MODIFICATIONS.** This Agreement may be amended and modified by a written agreement signed by the Parties, in the same manner as the signing of the original Agreement.

10. **WAIVER.** No failure by the Parties to insist upon the strict performance of any term or condition of this Agreement, or to exercise any right or remedy upon a breach thereof, shall constitute a waiver or breach of any other term or condition of this Agreement.

11. **GOVERNING LAWS.** This Agreement and the rights of the Parties hereto shall be governed by and construed in accordance with the laws of the State of Washington.

12. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended to be enforceable only by the Port and the Fire District. There are no third-party beneficiaries to this Agreement.

13. **COUNTERPARTS.** This Agreement may be signed in counterparts. Electronic transmission of any signed original documents, and retransmission of any signed electronic transmission, shall be the same as delivery of an original document.

14. **RECORDING OR POSTING.** This Agreement shall be recorded with the Asotin County Auditor or, alternatively, listed by subject on the Parties' respective websites or other electronically retrievable public source.

15. **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.

16. **NEUTRAL AUTHORSHIP.** Each of the provisions of this Agreement has been reviewed, negotiated, and represents the combined work product of the Parties. No presumption or other rules of construction that 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.

17. **ENTIRE AGREEMENT.** This Agreement, including the recitals, contains all terms and conditions agreed upon by the Parties on the issues covered by it, except as supplemented by subsequent written agreements that the Parties make. All prior negotiations and draft written agreements are merged into and superseded by this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the Parties hereto.

18. **EXECUTION.** The persons signing below represent and warrant that they have the requisite authority to bind the Party on whose behalf they are signing.

**THIS AGREEMENT CONTAINS INDEMNIFICATIONS, LIMITED
WAIVERS OF PROTECTION UNDER TITLE 51, EQUIVALENT
WORKERS' COMPENSATION SCHEMES, AND A RELEASE OF
CLAIMS.**

IN WITNESS HEREOF, the Port and the Fire District have caused this Agreement to be executed in their names and to be attested by their duly authorized officers this ___ day of _____, 2026.

PORT OF CLARKSTON

ASOTIN FIRE DISTRICT NO. 1

By: Chris Rasmussen
Executive Director

By: Noel Hardin
Its: Fire Chief