

**INTERAGENCY AGREEMENT BETWEEN
CLALLAM COUNTY
AND
PORT OF PORT ANGELES**

THIS AGREEMENT, is entered into by and between Clallam County ("County") and the Port of Port Angeles ("Port"). The County and the Port may each be referred to individually as a "Party" or collectively as the "Parties."

I. PURPOSE

The purpose of this Agreement is to support the efforts of the North Olympic Peninsula Recompete Coalition ("NOPRC") to successfully apply for federal funding under the EDA's Distressed Area Recompete Pilot Program ("Recompete"). The County, as lead applicant for NOPRC's Recompete application, has applied and been awarded the Secure Federal Funding Initiative ("SFFI") from Washington State Department of Commerce ("DOC") to fund necessary technical grant writing support, associated research projects, and capacity building need to put forth the strongest application possible for the highly competitive Recompete grant application due April 25, 2024.

II. SCOPE OF WORK

The Port will provide professional grant writing and technical services in support and development of the Recompete Plan and grant application. These grant writing support services will be provided by their Grants & Contract Manager, Katharine Frazier. These services will include attending Task Force, subcommittee, and grant writing team meetings both virtually and in person as deemed necessary.

The Port will also provide for the Barge Economic Feasibility Analysis. SFFI will fund an economic feasibility analysis study to support the Port of Port Angeles's Recompete component project application. The study's scope focuses on locations where barging in the Salish Sea/West Coast region is a more economically attractive option for moving freight than traditional long-haul trucking. Data from the study will be used to inform project planning for the Recompete Pilot Program.

III. PERIOD OF PERFORMANCE

The beginning date of performance under the Agreement is March 18, 2024, regardless of the date of execution and which shall end on June 30, 2024.

IV. COMPENSATION

- a. County shall reimburse the Port for the professional grant writing and technical services of Katharine Frazier at the fully loaded rate of \$57.21 per hour.
- b. County shall reimburse mileage expenses to attend meetings to be reimbursed at the 2024 Federal Mileage rate of .67 per mile.
- c. Total reimbursement for professional grant writing and technical services not to exceed \$15,000.
- d. County shall reimburse the Port for the barging feasibility studies, not to exceed \$85,000.
- e. Port shall request reimbursement from the County once a month. Reimbursement requests should include all relevant timesheets and receipts/invoices to provide sufficient documentation to the work being performed.
- f. No payments in advance of or in anticipation of goods or services to be provided under this agreement.

V. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party. Parties further agree they will be solely responsible for the actions of their own employees.

VI. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

VII. RECORDS, DOCUMENTS, AND REPORTS

The Port shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Agreement. These records shall be subject to all reasonable times in inspections, review, or audit by personnel duly authorized by the County, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Agreement. The Port will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement and make them available for inspection by persons authorized under this provision.

VIII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the County, one representative from the Port, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

IX. TERMINATION

Either party may terminate the Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

X. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. This Agreement; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

XI. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonable withheld.

XII. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under the Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XIII. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

XIV. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be considered to exist or to bind any of the parties to the agreement unless otherwise stated in the Agreement.

AGREED:

Port of Port Angeles

Clallam County

Connie Beauvais 4-10-24
Signature Date

Signature Date
Mike French, Chair
Clallam County Commissioners

Connie Beauvais
Name

Approved as to Form:

President, Board of Port Commissioners
Title

Dee Boughton
Dee Boughton, Chief Civil Deputy
Clallam County Prosecutor's Office