

**INTERLOCAL AGREEMENT
FOR FABRICATION OF DOCK SECTIONS**

This **INTERLOCAL AGREEMENT FOR FABRICATION OF DOCK SECTIONS** (the "Agreement") is made pursuant to RCW 39.34 et seq. between the **PORT OF FRIDAY HARBOR**, a Washington municipal corporation ("Friday Harbor"), and the **PORT OF PORT ANGELES**, a Washington municipal corporation ("Port") (collectively, the "Parties").

WHEREAS, Friday Harbor has the capacity, knowledge, and ability to fabricate dock sections for public agencies in the State of Washington; and

WHEREAS, the Port desires, from time to time, to purchase dock sections fabricated by Friday Harbor.

NOW, THEREFORE, in consideration of the mutual obligations and benefits herein, the Parties agree as follows:

1. **Request for Dock Sections Construction.** At such a time as the Port desires to purchase dock sections ("Goods") from Friday Harbor, the Port shall submit to Friday Harbor a written request identifying the Goods needed, including dimensions, materials, number of dock sections, and any timeframe requirements. Friday Harbor will provide a price and an estimated time for completion of the manufacturing to the Port. If the Parties wish to proceed, the Parties shall execute a Request for Dock Construction in the form substantially as attached hereto as **Exhibit A**. Each Request for Dock Construction shall be sequentially numbered.

1.1 **Price.** The price set forth on the Request for Dock Construction includes all costs for engineering, fabrication, and shipping of the Goods to the "Ship To" location identified in the Request for Dock Construction.

1.2 **Risk of Loss.** The Goods shall be shipped F.O.B. Friday Harbor.

1.3 **Terms.** The Parties' signatures on a fully completed Request for Dock Construction shall constitute the Parties' acceptance of the Request for Dock Construction under the terms and conditions set forth herein.

1.4 **Payment.** Subject to the terms and conditions herein, payment for conforming Goods timely delivered to the Port shall be issued within thirty (30) days of delivery of all goods at the destination or receipt of Friday Harbor's invoice, whichever is later.

1.5 **Condition of Goods.** Friday Harbor will be responsible for the risk of loss and/or damage until the Goods arrive at their destination, at which time the risk of loss and/or damage transfers to the Port. Friday Harbor will replace any Goods or portions thereof which are damaged upon their arrival at the Port's "Ship To" address.

1.6 **Taxes.** The sales price shall be all-inclusive and shall include any applicable sales, excise, or similar taxes, tariffs, and duty.

1.7 **Completion Date.** Friday Harbor will make reasonable efforts to meet the estimated delivery date, but a delivery date cannot be guaranteed.

1.8 **Force Majeure.** The Parties shall not be liable for any failure to perform, including failure to take delivery of the Goods, caused by circumstances beyond their control which make such performance commercially impractical including, but not limited to, acts of God, fire, flood, acts of war, government action, accident, labor difficulties, or shortage. In the event a Party is so excused, either party may terminate that particular Request for Dock Construction.

1.9 **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTE, OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

2. **Administration.** This Agreement shall be administered by the Executive Directors of the Parties.

3. **No Duty to Accept Orders.** Supplier is under no obligation to accept any request for construction of Goods.

4. **Independent Governments – No Liability.** Each Party is and shall remain an independent government. This Agreement does not create a partnership or other similar arrangement. The Parties shall not be liable for the acts or omissions of the other Parties or their respective public officials, employees, or agents.

5. **Term of Agreement.** Except as may be otherwise stated herein, the term of this Agreement shall commence upon execution by both of the Parties. As a condition of the effectiveness of this Agreement, a copy of the Agreement shall either be recorded with the Auditor of the counties where Friday Harbor and the Port are located or a copy shall be posted on both Parties' websites. Unless terminated sooner, this Agreement shall expire on December 31, 2025. The Parties may extend this Agreement for successive two (2)-year terms by executing a written addendum.

5.1 Either Party may terminate this Agreement prior to its expiration date by providing not less than thirty (30) days' written notice to the other Party. If notice of termination is provided subsequent to a mutually executed Request for Dock Construction but before delivery of the materials specified by such Request for Dock Construction, the termination date shall be extended until after the Parties' obligations have been fulfilled under such Request for Dock Construction.

6. **Amendment.** No modification or amendment of this Agreement may be made except by a written document signed by all of the Parties.

7. **Counterparts and Electronic Transmission.** This Agreement may be signed in counterparts. Electronic transmission of any signed original document and retransmission of any signed electronic transmission shall be the same as delivery of an original document.

8. **Governing Law.** 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.

9. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.


10. **Assignment.** The Parties may not assign this Agreement, a Request for Dock Construction, or any of its rights or obligations under this Agreement without the prior written consent of both Parties. Any assignment or transfer without such written consent shall be null and void.

11. **Severability and Survival.** In case any one 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 Interlocal shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All express representations, waivers, warranties, and limitations of liability included in this Agreement will survive its completion or termination for any reason, subject to applicable states of limitation or repose.

12. **Interpretation.** Each Party has participated in drafting this Agreement. Any language therein shall not be construed against any Party on the basis of which Party drafted the particular language.

13. **Entire Agreement.** This Agreement and any subsequently executed Request for Dock Construction contains all of the understandings between the Parties. Each Party represents that no promises, representations, or commitments have been made by others as a basis for this Agreement which have not been reduced to writing herein. No oral promises or representations shall be binding upon any Party, whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a written modification to this Agreement, or a Request for Dock Construction, executed by the Parties.

PORT OF FRIDAY HARBOR


By: Todd W. Johnson
Its: Executive Director
Dated: 5/15/2024

PORT OF PORT ANGELES


By: Paul Jarkiewicz
Its: Executive Director
Dated: 5/14/2024

**EXHIBIT A
REQUEST FOR DOCK CONSTRUCTION**

SUPPLIER: Port of Friday Harbor

BUYER: Port of Port Angeles

**ADDRESS: PO Box 889
Friday Harbor, WA 98250**

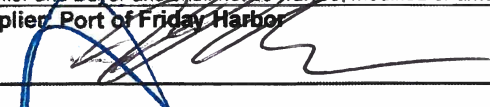

SHIP TO: FOB Friday Harbor

PHONE NUMBER: (360) 378-2688

PHONE NUMBER: (360) 417-3452

CONTACT: Todd Nicholson

CONTACT: Jesse Waknitz

ORDER DATE	ANTICIPATED DELIVERY DATE	HOW SHIP		
	ITEM + SPECIFICATIONS	QTY	UNIT PRICE	AMOUNT
1	Eight custom designed floats, see attached sketches	1	Lump sum	181,115
2				
3				
4				
5				
6				
Subtotal				181,115
Shipping to be arranged by Port of Port Angeles, Port of Friday Harbor can assist with coordination				
Sales Tax				15,213.66
TOTAL				196,328.66
This Request for Dock Construction, and any amendments (collectively referred to as the "Request for Dock Construction"), shall be subject to the Interlocal Agreement for Fabrication of Dock Sections, of which this Request for Dock Construction is a part. The terms and conditions of the Interlocal Agreement for Fabrication of Dock Sections shall apply to any and all sales between Supplier and Buyer and shall not be waived, modified or amended without the express written consent of the Buyer and Supplier.				
Supplier: Port of Friday Harbor				
X		Date:	5/15/2024	
Buyer: Port of Port Angeles				
X		Date:	05/14/2024	