

INTERLOCAL AGREEMENT FOR PROFESSIONAL GRANT WRITING & TECHNICAL SERVICES

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

1. PURPOSE

The purpose of this Agreement is to support the efforts of Friday Harbor in preparing an application to the 2026 Port Infrastructure Development Program ("PIDP") through the Maritime Administration ("MARAD") ("PIDP Application"). The Port will provide necessary technical support and guidance as needed for Friday Harbor.

2. SCOPE OF WORK

The Port will provide professional grant writing and technical services in the support and development of the PIDP Application, provided by the Port's Grants & Government Affairs Manager, Katharine Frazier. These services will include working with the Friday Harbor team members to develop and review materials and attend virtual meetings as deemed necessary.

3. PERIOD OF PERFORMANCE

The beginning date of performance under the Agreement is November 1, 2025, and the Agreement shall end on June 30, 2026.

4. COMPENSATION

- a. Friday Harbor shall reimburse the Port for the professional grant writing and technical services of Katharine Frazier at the fully loaded rate of \$72.01 per hour.
- b. Total reimbursement for professional grant writing and technical services not to exceed \$10,000.
- c. The Port shall request reimbursement from Friday Harbor once a quarter. Reimbursement requests should include all relevant timesheets and receipts/invoices to provide sufficient documentation of the work being performed.
- d. Reimbursement requests shall be paid by Friday Harbor within thirty (30) days of receipt.
- e. No payments in advance of or in anticipation of goods or services to be provided under this Agreement.

5. ADMINISTRATION

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

6. INDEPENDENT GOVERNMENTS – NO LIABILITY

Each Party is and shall remain an independent government. This Agreement does not create a partnership or separate legal or administrative entity or other similar arrangement, or to impose any partnership obligation or liability upon any Party. Further,

no Party shall have any authority or undertaking for or on behalf of, or to act as or be an agent or representative of, or to otherwise bind any other Party. The Parties shall not be liable for the acts or omissions of the other Parties or their respective public officials, employees, or agents. This Agreement does not relieve either Party of any obligation or responsibility imposed upon it by law. Except as expressly provided herein above in Section 4, the Parties shall each be responsible for its costs incurred as a result of this Agreement.

7. TERM OF AGREEMENT

Except as may be otherwise stated herein, the term of this Agreement is October 1, 2025 through June 30, 2026, unless terminated sooner, as provided herein. 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.

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.

8. AMENDMENT

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

9. 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.

10. 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.

11. NO THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries to this Agreement.

12. 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.

13. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the Port, one representative from Friday Harbor, 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.

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14. ASSIGNMENT

The Parties may not assign this Agreement, 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.

15. 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.

16. NO PROPERTY INTERESTS.

No property will be jointly acquired, held or disposed of as a result of this Agreement.

17. 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.

18. 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.

19. ENTIRE AGREEMENT

This Agreement 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, executed by the Parties.

PORT OF PORT ANGELES

Signed by:
By: Paul Jarkiewicz
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Title: Executive Director

Date: 10/20/2025

Authorized by Commission Vote on 10/14/2025

PORT OF FRIDAY HARBOR

DocuSigned by:
By: Todd Nicholson
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Title: Executive Director

Date: 10/20/2025

Authorized by Commission Vote on 10/10/2025