

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BREMERTON
AND THE PORT OF PORT ANGELES**

FOR THE SALE AND PURCHASE OF SURPLUS EMERGENCY FIRE AND RESCUE BOAT

This Interlocal Agreement (“Agreement”) is entered into this 13th day of February, 2026, by and between the City of Bremerton , herein known as “Bremerton ”, a municipal corporation of the State of Washington (“Selling Agency”), and the Port of Port Angeles, herein called the “Port”, a local government corporation of the State of Washington (“Purchasing Agency”).

This Agreement is made pursuant to the authority granted under Chapter 39.34 RCW (Interlocal Cooperation Act) and Chapter 39.33 RCW (Intergovernmental Disposition of Property Act), which authorize local government entities to cooperate and transfer property in the public interest.

RECITALS

WHEREAS, the City of Bremerton’s Fire Department operates emergency services and has declared certain emergency response vehicles and related equipment surplus to its current needs in accordance with RCW 39.33.020; and

WHEREAS, the Port of Port Angeles desires to acquire such surplus 1991 Fire and Rescue Boat, a Northwind 32 Pilothouse & Trailer for official Port use; and

WHEREAS, both agencies find that the transfer of such property will promote efficient use of public resources, enhance emergency response capabilities, and serve the public interest;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to set forth the terms and conditions under which Bremerton will sell and transfer, and the Port will acquire, certain surplus emergency vessel and related equipment.

2. AUTHORITY

This Agreement is entered pursuant to BMC 2.76.150 and RCW 39.34 (Interlocal Cooperation Act) and RCW 39.33 (Disposition of Property Act), which authorize one public agency to sell, transfer, or lease property to another without public bidding when it serves the public interest.

This Agreement does not create a separate legal or administrative entity.

3. SURPLUS VEHICLES AND EQUIPMENT

- a. Bremerton agrees to transfer ownership of the surplus 1991 Northwind fire and rescue boat and associated equipment listed in Exhibit A (“Surplus Emergency Marine Fire and Rescue Boat List”) to the Port of Port Angeles.
 - b. The vehicles are sold on an “as is, where is” basis. Bremerton makes no representations or warranties, express or implied, regarding vehicle condition, merchantability, or fitness for a particular purpose.
 - c. The Port acknowledges it has had the opportunity to inspect and test each vehicle and accepts full responsibility for ensuring each vehicle meets applicable operational and safety standards before being placed into service.
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4. PURCHASE PRICE AND PAYMENT

- a. The total purchase price shall be \$59,895.00, as itemized in Exhibit A and per the terms and conditions in attached purchase order.
 - b. Payment shall be made by check or electronic transfer to Bremerton within 60 days after execution of this Agreement and delivery of the vessel, whichever occurs first.
 - c. Bremerton shall provide invoices and documentation necessary to complete the transaction.
 - d. Handling. No charges will be allowed for handling, including but not limited to packing, wrapping bags, containers or reels, unless otherwise stated herein
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5. TRANSFER OF TITLE AND DELIVERY

- a. Upon receipt of full payment, Bremerton shall execute and deliver to the Port all necessary Washington State vehicle title documents, along with any associated maintenance or service records.

b. The Port shall be responsible for transportation, licensing, and insurance of the vehicles upon transfer, unless otherwise agreed in writing.

c. For any exception to the delivery date as specified in this Contract, City of Bremerton shall give prior notification and obtain written approval thereto from the Port. The acceptance by the Port of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor.

Bremerton Fire shall be responsible for delivery to the Port at 1301 Marine Drive, Port Angeles, Washington, between the hours of 8:00 AM and 2:30 PM during the Port's normal workday. Delivery shall be made within the time period specified and the City will provide proof of automobile insurance upon request.

d. Liens, Claims and Encumbrances. City warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

6. SPECIAL PROVISIONS FOR EMERGENCY VEHICLES

a. Per RCW 46.37.190 and WAC 204-36-020, Bremerton shall remove or disable any city-specific markings, logos, insignias, emergency radio frequencies, light equipment, or restricted-use equipment prior to transfer, unless explicitly included in Exhibit A and authorized for use.

b. The Port shall ensure compliance with Washington State Patrol, Department of Licensing, and Department of Labor & Industries requirements applicable to emergency response vehicles.

c. Any modifications necessary for compliance, including installation of new light bars, sirens, or radios, shall be the responsibility of the Port.

7. LIABILITY AND INDEMNIFICATION

Each party shall be responsible for its own acts and omissions and those of its officers, employees, and agents. Neither party shall be responsible for the acts or omissions of the other.

To the extent permitted by law, each party agrees to indemnify, defend, and hold harmless the other party, its officers, employees, and agents from any claims, damages, or liabilities arising out of its own performance or failure to perform under this Agreement.

8. RECORDS AND AUDIT

Each party shall maintain complete and accurate records related to this Agreement for a period of six (6) years and make such records available for inspection or audit as required by law.

9. TERM AND TERMINATION

This Agreement shall become effective upon full execution by both parties and filing or posting in accordance with RCW 39.34.040. It shall remain in effect until all property and payments have been transferred, unless earlier terminated by mutual written agreement.

10. ADMINISTRATION AND COMMUNICATIONS

The following officials are designated as administrators of this Agreement and are designated as the contacts for any communications as needed via telephone, email, mail or in person to relay information and answer questions:

- For the Bremerton Fire Department:

Pat McGanney, Fire Chief, Bremerton Fire Department, 360-473-5380,
Patrick.McGanney@ci.bremerton.wa.us

Bremerton Fire Department

911 Park Avenue

Bremerton, WA 98337

- For the Port of Port Angeles:

Scot Hough, (360) 417- 3446,

Port of Port Angeles

Port Angeles, WA 98362

11. AMENDMENTS

This Agreement may be amended only by mutual written consent of both parties.

12. CHANGES: No alteration in any of the terms, conditions, delivery price, quality, quantities, or specifications will be effective without written consent of the appropriate representative of the parties.

13. ENTIRE AGREEMENT

This document contains the entire agreement between the parties and supersedes any prior oral or written understandings relating to its subject matter.

14. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder shall remain in full force and effect.

15. FILING

A fully executed copy of this Agreement shall be filed with the City Clerks of both agencies and/or posted on their official websites, pursuant to RCW 39.34.040.

16. COUNTERPART. This Agreement may be signed in counterpart originals and each will be deemed an original but all counterparts together constitute one instrument.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement as of the date first written above.

Approval Signatures on Following Page

CITY OF BREMERTON

By: Pat McGanney
BDD24F8E448F461...

Name: Chief Pat McGanney

Title: Fire Chief
Date: 2/13/2026

ATTEST: Lindsey Victor
1C9C6D18FB804ED...

~~Angela Hoover, City Clerk~~
Lindsey Victor
for

Port OF PORT ANGELES

By: Paul Jarkiewicz
F8E56A70965F468...

Name: Paul Jarkiewicz

Date: 2/26/2026

Title: Chief Executive Officer

Date: 2/27/2026

ATTEST: Jenna Riley
C621194F08F44C6...

Jenna Riley,
Procurement Manager / Clerk to the Board

Exhibit A – Surplus Marine Fire Rescue Boat

Vehicle ID	Description	LIC#	Year	Mileage	Equipment Included	Price Condition
2141	Northwind Pilothouse	21240C	1991	Trailer	\$55,000	Good
WSST				\$4,895.00		

Port of Port Angeles Purchase Order



**PURCHASE ORDER
GOODS & PURCHASED SERVICES**

VENDOR: City of Bremerton
ADDRESS: 911 Park Ave., Bremerton, WA 98337
EMAIL: Patrick.mcganney@ci.bremerton.wa.us
PHONE: 360-473-5381

THIS PURCHASE ORDER is issued by the Port of Port of Angeles for the furnishing of goods or services described as:

ITEM	UNIT COST	QUANTITY	TOTAL W/ SALES TAX
City of Bremerton – 1991 Northwind 32 Pilothouse & Trailer *(Full & Final Payment due upon possession)	\$55,000.00	1	\$55,000.00
8.9% WSST	8.9%	1	\$4,895.00
Non-Refundable Deposit *(Applies Fully Towards Purchase Price)	\$5,000.00	1	\$59,895.00 *See Note
TOTAL PURCHASE ORDER NOT TO EXCEED: *Non-Refundable Deposit not included in calculation			<u>\$ 59,895.00</u>

Sales tax will be added by the Port to each invoice when applicable for remittance to the vendor who is responsible for appropriate payment to the taxing jurisdictions.

TIME AND SCHEDULE OF PURCHASE ORDER:

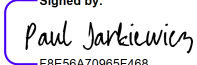
Delivery of goods or services must be received by the Port pending the completion of the equipment build.

DELIVER TO: 1301 Marine Drive, Port Angeles, WA 98362 unless specified below.

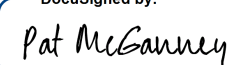
Per "Attachment A" the quoted price includes delivery and set up of the machine at the Port of Port Angeles.

This purchase Order is subject to the Port Terms and Conditions incorporated herein.

PORT OF PORT ANGELES

Signed by:
 By: 
F8E56A70965F468...
Paul Jarkiewicz
 Chief Executive Officer
 Title: ~~Executive Director~~
 Date: 2/26/2026
 Contact/Phone: Scott Hough / 360.417.3446

CITY OF BREMERTON

DocuSigned by:
 By: 
BDD24F8E448F461...
 Title: Fire Department
 Date: 2/13/2026
 Contact: Pat McGanney / 360.473.5381



PORT OF PORT ANGELES PURCHASING TERMS & CONDITIONS

1. Entire Agreement: The Purchase Order represents the entire and integrated agreement between the Port and the Vendor. It supersedes all prior discussions, negotiations, representations or agreements, whether written or oral. In the event of a conflict between the Purchase Order documents and applicable laws, codes or regulations the most stringent requirements of any of the above shall govern and be considered as a part of this Purchase Order. The Purchase Order shall be construed in accordance with the laws of the State of Washington. Venue for any action between the Port and the Vendor, arising out of or in connection with this Purchase Order shall be in Clallam County, Washington.

2. Definitions: "Buyer" means Port of Port Angeles. "Vendor" means the party with whom Buyer is Purchasing and any reference to "Seller", or "Supplier" shall also mean "Vendor". The term "Purchase Order" or "Order" shall mean the name or title of the instrument of purchasing, including all documents, exhibits, and attachments referenced therein.

3. Brands: Brands of equal quality, performance and use may be considered, provided Vendor specifies the brand and model and submits descriptive literature, when available. Any offer of a brand which is not equal to the quality, performance, or use specified must be represented as an alternate and not as an equal, and failure to do so shall be sufficient reason to disregard the offer.

4. Changes: No alteration in any of the terms, conditions, delivery, prices, quality, quantities, or specifications of this order will be effective without written order of the Port. Unauthorized substitutions will be made entirely at Vendor's risk and, at the Port's option, may be returned without prior authorization at Vendor's expense.

5. Handling: No charges will be allowed for handling which includes, but is not limited to packing, wrapping, bags, containers or reels, unless otherwise stated herein.

6. Identification: All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the purchase order number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order and shall specify contents therein.

7. Delivery: For any exception to the delivery date as specified on this order, Vendor shall give

prior notification and obtain written approval from the Buyer. With respect to delivery under this order, time is of the essence. The order is subject to termination for failure to deliver as specified. The acceptance of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor.

8. Shipping Instructions: Unless otherwise specified, all goods are to be shipped prepaid, FOB destination. When shipment is specified FOB origin, Vendor agrees to prepay all shipping charges, route as instructed and, if instructions are not provided, route by most economical common carrier and to bill Buyer as a separate item on the invoice for said charges. If shipping charges are expected to exceed \$100.00, Buyer shall have the option of determining whether shipping shall be prepaid by Vendor or billed directly to Buyer. Vendor's invoice for shipping charges shall include a copy of the freight bill showing that payment for shipping charges has been made. It is agreed that Buyer reserves the right to refuse COD shipments.

9. Risk of Loss: Regardless of FOB point, Vendor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury or destruction shall not release Vendor from any obligation hereunder.

10. Term: Any term specified in the solicitation or specification shall prevail. Should this be a one-time purchase, the Contract shall commence on the date the Port signs the same and shall expire sixty (60) days after delivery and acceptance of last item. If a Contract award, this contract shall be for the term specified in the solicitation, and if not specified shall be one year, with a one-year extension allowed at the option of the Port. Such extensions shall be automatic, and shall go into effect without written confirmation, unless the Port provides advance notice of the intention to not renew. The Vendor may provide also provide a notice to not extend, but must provide such notice at least 45 days prior to the otherwise automatic renewal date.

11. Independent Agent: The Vendor or its employees or agents performing under this Purchase Order are not employees or agents of the Port. Conduct and control of the work will be solely with the Vendor.



PORT OF PORT ANGELES PURCHASING TERMS & CONDITIONS

12. Assignments: The provisions or monies due under this Purchase Order shall only be assignable with prior written consent of the Port. Shipment and billings made under any name other than Vendor's must indicate that shipment is being made through and is subject to all instructions, terms and conditions of this Order.

13. Infringements: Vendor agrees to protect and save harmless the Buyer against all claims, suits or proceedings for patent, trademark, copyright or franchise infringement arising from the purchase, installation, or use of goods and materials ordered, and to assume all expenses and damages arising from such claims, suits or proceedings.

14. Liens: Vendor warrants and represents that all the goods and materials furnished pursuant to this order are free and clear of all liens, claims or encumbrances of any kind.

15. Workers Right to Know: "Right to Know" legislation required the Department of Labor and Industries to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-800-108 requires that all manufacturers/distributors of hazardous substances must include with each delivery Material Safety Data Sheets (MSDS) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with: the identity of the hazardous material, appropriate hazardous warnings, and the name and address of the chemical manufacturer, importer, or other responsible party. Labor and Industries may levy appropriate fines against employers for noncompliance and agencies may withhold payment pending receipt of a legible copy of the MSDS. OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to "carcinogenic ingredients: and "routes of entry" of the product(s) in question.

16. Warranties: Vendor warrants that articles supplied under this order conform to specifications herein, are properly packaged, proper instructions and warnings are supplied, that all goods comply with applicable safety and health standards, and are fit for the purpose or

which such goods are ordinarily employed, except that if a particular purpose is stated, the material must also be fit for that particular purpose.

17. Nonwaiver by Acceptance of Variation: Acceptance by the Port of unsatisfactory performance with or without objection or reservation shall not waive the right to claim damage for breach, or termination, nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by Vendor

18. Payments, Cash Discount, Late Payment Charges: Separate numbered invoices are required for each order. Invoice only for goods delivered. Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or when invoiced items are received, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Unless otherwise stated, standard payment terms shall be net thirty days following month of invoice date. If Buyer fails to make timely payment, Vendor may invoice for one percent per month on the amount overdue, or a minimum of one dollar. Payment shall not be considered late if a check or warrant is available or mailed within the time specified. The Port cannot accept requests for prepayment or down payment. For contracts where Prevailing Wages are required, the Vendor must include a statement that certifies Prevailing Wages have been paid by the Vendor.

19. Taxes: Unless otherwise specified, Buyer agrees to pay all state of Washington sales or use tax. No charge by Vendor shall be made for federal excise taxes and Buyer agrees to provide exemption certificates when required.

20. Prices: Vendor agrees that goods shall be billed at the lowest price at which it offers to sell or sells goods of the same description at or before time fixed in this order for shipment, if price is not stated on this order.

21. Rejection: All goods or materials purchased herein are subject to approval by the Port. Any rejection of goods or material resulting because of nonconformity to the terms and specifications of this order, whether held by the Port or returned, will be at Vendor's risk and expense.



PORT OF PORT ANGELES PURCHASING TERMS & CONDITIONS

22. Nondiscrimination: The Vendor agrees not to discriminate against any client, employee or applicant for employment or services because of race, creed, color, national origin, sex, marital status, age, sexual orientation, gender identity, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. It is further understood and agreed that any Vendor who is in violation of this clause or an applicable affirmative action program shall be barred forthwith from receiving awards of any purchase order from the Port unless a satisfactory showing is made that discriminatory practices or noncompliance has terminated and that a recurrence of such acts is unlikely.

23. No Gifts and Gratuities: Vendor shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any Port employee, or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Vendor.

24. Save Harmless: Vendor shall protect, indemnify, and save the Buyer harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, its employees, or agents.

25. Insurance: If the Vendor is performing services on Port premises the following insurance is required. If the Vendor is making deliveries only then the automobile liability insurance only is required. Vendor shall maintain at its own expense at all times during the term of this Purchase Order the following insurance with limits of liability specified:

A. Commercial General Liability (CGL) insurance, including:

- Premises/Operations
- Products/Completed Operations
- Personal/Advertising Injury
- Contractual/ Independent Vendors
- Stop Gap/Employers Liability

With minimum limits of liability of \$1,000,000 each occurrence combined single limit ("CSL") bodily injury and property damage;

B. Automobile Liability insurance, including coverage for owned, non-owned, leased or hired

vehicles with a minimum limit of liability of \$1,000,000 CSL;

C. Worker's Compensation for industrial injury to Vendor's employees.

The Port of Port Angeles shall be included as an additional insured under CGL and Automobile Liability insurance for primary and non-contributory limits of liability.

All insurers must be rated A VI or higher in the current A.M. Best's Key Rating Guide and licensed to do business in the State of Washington unless coverage is issued as surplus lines by a Washington Surplus lines broker.

Prior to performance of any scope of work, Vendor shall provide certification of insurance acceptable to the Port evidencing the minimum coverages and limits of liability and other requirements specified herein. Such certification must document that the Port of Port Angeles is an additional insured on a primary and non-contributory basis.

26. Default: In the event of breach by Vendor of any of the provisions of this Purchase Order, the Buyer reserves the right to terminate this Purchase Order forthwith upon giving oral or written notice to Vendor. Vendor shall be liable for damages suffered by Buyer resulting from Vendor's breach of Purchase Order. The parties agree that in the event a suit is instituted for any default, the prevailing party shall recover its costs and reasonable attorney's fees.

27. Termination for Convenience: The Port may terminate this Purchase Order at any time for government convenience, in which case it shall provide notice to the Vendor and reimburse the Vendor for its costs and fees incurred prior to the notice of termination.

28. Audit: Upon request, Vendor shall permit the Port and any other governmental agency involved in the funding of the Work to inspect and audit all pertinent books and records of Vendor, any subvendor, or any other person or entity that performed work in connection with or related to the Work, at any and all times deemed necessary by the Port, including up to six years after the final payment.