

**INTERLOCAL AGREEMENT  
FABRICATION OF DOCK SECTIONS**

This **INTERLOCAL AGREEMENT** (the "Agreement") is made pursuant to RCW 39.34 et seq. between the **PORT OF KINGSTON**, a Washington municipal corporation, and the **PORT OF FRIDAY HARBOR**, a Washington municipal corporation (the "Parties").

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


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

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

1. **Purchase Order.** At such a time as the Port of Kingston desires to purchase dock sections from the Port of Friday Harbor, the Port of Kingston shall submit to the Port of Friday Harbor a letter identifying the dock sections needed, including dimensions, materials, number of dock sections, and any timeframe requirements. The Port of Friday Harbor will provide a price and an estimated time for completion of the manufacturing to the Port of Kingston. If the Parties wish to proceed, the Parties shall execute a Purchase Order in the form attached hereto as **Exhibit A**. Upon execution of such Purchase Order by the Port of Friday Harbor, the Parties' respective performance and obligations for the purchase and delivery of the dock sections shall be governed by the Purchase Order and the terms of this Agreement.
2. **Administration.** This Agreement shall be administered by the Executive Directors of the Parties.
3. **No Duty to Accept Orders.** The Port of Friday Harbor is under no obligation to accept any Purchase Order.
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 all of the Parties and recordation with the auditor or posting on one of the Party's websites and, unless terminated sooner, 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 Purchase Order but before delivery of the materials specified by such Purchase Order, the termination date shall be extended until after the Parties' obligations have been fulfilled under such Purchase Order.

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. **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.
11. **Entire Agreement.** This Agreement and any subsequently executed Purchase Order 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 Purchase Order, executed by the Parties.

PORT OF FRIDAY HARBOR

  
By: Todd Nicholson  
Its: ED

PORT OF KINGSTON

  
By: GREG ENGLIN  
Its: EXECUTIVE DIRECTOR

## General Conditions

1. **Terms.** The Supplier's and Buyer's signature of this Purchase Order constitutes the Parties' acceptance of the Purchase Order and all terms and conditions herein.
2. **Price.** The price set forth on the Purchase Order includes all costs for engineering, fabrication, and shipping of dock sections to F.O.B. Port of Kingston.
3. **Payment.** Subject to the terms and conditions herein, payment for conforming Goods timely delivered to the Buyer shall be issued within thirty (30) days of delivery of all goods at the destination or receipt of Supplier's invoice, whichever is later.
4. **Condition of Goods.** The Port of Friday Harbor will be responsible for the risk of loss and/or damage until the dock sections arrive at their destination, at which time the risk of loss and/or damage transfers to the Port of Kingston. The Port of Friday Harbor will replace any dock sections which are damaged upon their arrival at the Port of Kingston.
5. **Taxes.** The sales price shall include any applicable sales, excise, or similar taxes, tariffs, and duty.
6. **Completion Date.** The Port of Friday Harbor will make reasonable efforts to meet the estimated delivery date, but a delivery date cannot be guaranteed.
7. **Force Majeure.** Buyer and Supplier 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 Buyer or Supplier is so excused, either party may terminate the Purchase Order.
8. **Severability and Survival.** In case any one or more of the provisions contained in this Purchase Order 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 Purchase Order 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 Purchase Order will survive its completion or termination for any reason, subject to applicable states of limitation or repose.
9. **Assignment.** The Parties may not assign this Purchase Order or any of its rights or obligations under this Purchase Order without the prior written consent of the Parties. Any assignment or transfer without such written consent shall be null and void.
10. **Entire Agreement.** This Purchase Order and the Dock Sections Interlocal Agreement dated 12/23, 2024, represent the entire integrated agreement between Buyer and Supplier with respect to the Goods and supersedes all prior negotiations, proposals, price terms, assumptions, clarifications, correspondences, representations or agreements, whether written, oral, express, or implied. No modification to, or waiver of, any rights under this Purchase Order shall be valid or binding on the Parties to this Purchase Order unless the same be in writing and signed by Buyer and Supplier.

**EXHIBIT A  
PURCHASE ORDER**

**Port of Kingston**

25864 Washington Boulevard NE  
PO Box 559  
Kingston, Washington  
Phone: 360-297-3545

Purchase Order No. 1

12/23/2024

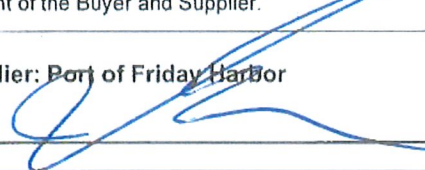
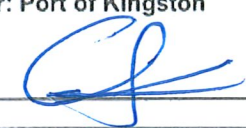
**SUPPLIER:** Port of Friday Harbor

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

**SHIP TO:**

**ADDRESS:**

**PHONE NUMBER:** (360) 378-2688

FOR	REQ. NO.	SPECIFICATIONS	DELIVERY DATE	HOW SHIP	ORDER DATE
	<u>1</u>			<u>FOB Friday Harbor</u>	
ITEM + SPECIFICATIONS	QTY	UNIT PRICE	AMOUNT		
<u>1 As Bid @ \$71.81 per sq. ft</u>					
<u>2 6'x20' Float (STD)</u>	<u>14</u>	<u>8,617.20</u>	<u>120,640.80</u>		
<u>3 6'x20' w/ Anti grounding feet</u>	<u>6</u>	<u>8,617.20</u>	<u>51,703.20</u>		
<u>4</u>					
<u>5</u>					
<u>6</u>					
<b>Subtotal</b>			<u>172,344.00</u>		
<b>Sales Tax</b>			<u>14,993.93</u>		
<b>TOTAL</b>			<u>187,337.93</u>		
<b>IMPORTANT</b>  PLEASE NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO SHIP COMPLETE ORDER BY DATE SPECIFIED.	This Purchase Order, and any amendments (collectively referred to as the "Purchase Order"), shall be subject to the General Conditions set forth on the subsequent pages of this Purchase Order, which are made part hereof. These terms and conditions 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.				
	<b>Supplier: Port of Friday Harbor</b> X <u></u> Date: <u>12/23/2024</u>				
	<b>Buyer: Port of Kingston</b> X <u></u> Date: <u>3/4/25</u>				
Supplier is required to review the accuracy of the above, sign, and return to Greg Englin at the above address and email <a href="mailto:GregE@PortofKingston.org">GregE@PortofKingston.org</a> This Purchase Order is not effective until signed by the Buyer. Supplier must timely notify the Buyer if unable to complete as specified.					