

1,002,412.25.004

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

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is entered into by and between the PORT OF PORT ANGELES, a Washington municipal corporation (the "Port"), and Clallam County, a Washington municipal corporation (the "County") (the Port and County are hereafter from time to time referred to collectively as the "Parties" and individually as "Party"), to collaborate on and investigate the feasibility of establishing certain County critical infrastructure at the William R. Fairchild International Airport (the "Airport".)

RECITALS

WHEREAS, the Parties have devoted substantial resources and time exploring the feasibility of establishing critical infrastructure of importance to the Parties in line with the Port's Airport Master Plan as approved by Federal Aviation Administration (the "FAA"; and

WHEREAS, on or about February 1st, 2025, the Parties agreed to engage Century West ("CW") to perform an analysis and coordinate with the FAA to determine feasibility of constructing said critical infrastructure at the Airport; and

WHEREAS, on February 27th, 2025, the Parties reviewed the Scope of Work received from CW (Exhibit A), dated February 5th, 2025, and agreed to proceed with the Scope of Work as identified; and

WHEREAS, time is of the essence to proceed with the identified Scope of Work, and the Parties agree it is necessary to have a plausible contingency for the critical infrastructure project envisioned.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The foregoing recitals are hereby incorporated into the substantive provisions of this Agreement.
2. The Parties agree that the Port will be the contracting agency with CW for the conduct and execution of the Scope of Work.
3. The Parties agree that the fee schedule identified by CW (Exhibit B) in

connection with Exhibit A, the Scope of Work, and any mutually agreed modifications, will be split by the Parties based on a 50% and 50% basis. The Port will submit monthly invoices to the County within thirty (30) days of the Port's receipt of the CW invoice. The County shall submit payment to the Port within sixty (60) days of its receipt of invoice.

4. The Parties agree that there are other areas of collaboration that may emanate from this Memorandum, and that each Party agrees to revisit this agreement as may be needed, seeking approvals on the basis of the delegation of authority conveyed to each signatory by their respective elected bodies.
5. This Agreement shall be effective as of the date last written below. The term of this Agreement shall be two years from the effective date, or earlier at the discretion of either Party, upon thirty (30) days' written notice to the other Party.

6. Legal Relations

A. Independent Municipal Governments. The Parties hereto are independent governmental entities, and nothing herein shall be construed to limit the independent government powers, authority or discretion of the governing bodies of each Party. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of any Party shall be deemed, or represent themselves to be, employees of any of the other Party.

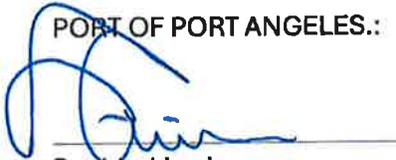
B. Legal obligations. This Agreement does not relieve either Party of any obligation or responsibility imposed upon it by law.

C. Timely Performance. The requirements of this Agreement shall be carried out in a timely manner according to a schedule negotiated by and satisfactory to the Parties.

D. Public Records. During the term of this Agreement, and for a period not less than six (6) years from the date of termination, records and accounts pertaining to the work of this Agreement and accounting therefore shall be kept by each Party and shall be available for inspection and audit by representatives of either Party and any other entity with legal entitlement to review said records.

E. Self-financed. Except as provided above, each Party shall finance its own conduct of responsibilities under this Agreement. No ownership of property will transfer as a result of this Agreement.

PORT OF PORT ANGELES.:



Paul Jarkiewicz
Executive Director

04/21/2025
Date

CLALLAM COUNTY.:



Todd Mielke
County Administrator

4/21/2025
Date