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**Port of Port Townsend
2nd Monthly Meeting Agenda
THURSDAY, JUNE 26, 2014, 6:00 PM
Quilcene Community Center
294952 State Highway 101, Quilcene, WA**

- I. Call to Order / Pledge of Allegiance
- II. Approval of Agenda
- III. Consent Agenda
 - A. Approval of Public Workshop Minutes – June 11, 2014.....1-2
 - Approval of Meeting Minutes – June 11, 2014.....3-4
 - B. Resolution No. 614-14 – Authorizing Sale of Abandoned Vessels.....5
 - C. Approval of Warrants
- IV. Public Comments (not related to Agenda)
- V. Second Reading (Action Items)
 - A. Jefferson Co. International Airport - AWOS Update.....6
 - B. 2015 Budget Process.....7
- VI. First Reading (discussion only)
 - A. Mutual Aid Agreement.....8-22
 - B. Peninsula Trails Coalition MOU.....23
- VII. Potential Immediate Action Items (unanimous Commission approval required)
 - A. BFP Authorizing Resolution No. 615-14.....24-26
- VIII. Staff Comments
- IX. Public Comments
- X. Commissioner Comments
- XI. **Next Meeting/Public Workshop: Wednesday, July 9, 2014. Meeting at 1:00 PM,
Public Workshop at 9:30 AM, Port Commission Building, 333 Benedict Street, Port
Townsend, WA**
- XII. Executive Session (if called):
- XIII. Adjournment

PORT COMMISSION PUBLIC WORKSHOP – June 11, 2014

The Port of Port Townsend Commission met for the Public Workshop session in the Commission Building, 333 Benedict Street, Port Townsend, WA.

Present: Commissioners Tucker, Clinefelter and Hanke
Executive Director Crockett
Planning Analyst – Toews
Environmental Compliance Officer Cairns
Minutes Nelson
Excused: Deputy Director Pivarnik
Auditor Khile

I. CALL TO ORDER:

The Workshop was called to order at 9:30 AM.

II. AGENDA:

Refer to attached Workshop agenda for items discussed.

III. ADJOURNMENT:

The Workshop adjourned at 11:25 AM.

ATTEST:

Stephen R. Tucker, President

Peter W. Hanke, Secretary

Brad A. Clinefelter, Vice President

**Port of Port Townsend Public Workshop
Wednesday, June 11, 2014, 9:30 AM
Commission Building
333 Benedict Street
Port Townsend, WA**

AGENDA

➤ **Garbage**

The topic of garbage has come up a number of times at past commission meetings. Staff will review with the commission, the current policy and ongoing improvements. This topic will likely take several meetings to discuss, especially if the policy is to be changed.

➤ **Quilcene Planning Process**

The second meeting this month will be held in Quilcene. We have talked previously about how to approach a planning process for the Quilcene community and the role of the Port. Commission and staff should discuss how we will approach such a process and what we should expect from the June 26 meeting.

Note: This is a Public Port Commission Workshop. Workshops are for information sharing only and no decisions will be made during the session. Public input may be taken at the Commission's discretion.

PORT COMMISSION MEETING– June 11, 2014

The Port of Port Townsend Commission met in regular session at the Commission Building, 333 Benedict Street, Port Townsend, WA

Present: Commissioners – Tucker, Clinefelter and Hanke
Executive Director – Crockett
Attorney - Lake
Minutes – Nelson

Excused: Deputy Director - Pivarnik
Auditor - Khile

I. CALL TO ORDER/PLEDGE OF ALLEGIANCE:

Commissioner Tucker called the meeting to order at 1:00 PM.

II. APPROVAL OF AGENDA:

Mr. Crockett added an Executive Session to the agenda for a Legal Update and a Real Estate Matter, pursuant to RCW 42.30.110 (i), (b) duration of thirty minutes with no action.

III. CONSENT AGENDA:

A. Approval of Special Meeting Minutes – May 28, 2014
Approval of Regular Meeting Minutes – May 28, 2014
Approval of Special Meeting Minutes – June 2, 2014

B. Operations Reports – May 2014

C. Approval of Warrants

Warrant #052972 through #052997 in the amount of \$146,228.39 for Payroll, Benefits and Settlement

Warrant #052998 through #053051 in the amount of \$67,458.57 for Accounts Payable

Mr. Crockett stated the minutes of the June 2, 2014 Special Meeting needed correction, as the motion to approve ratification of the emergency project was not recorded.

Commissioner Tucker moved to approve the Consent Agenda with amended minutes.

Commissioner Hanke seconded the motion.

Motion carried by unanimous vote.

IV. PUBLIC COMMENTS (Not related to agenda) (2:18):

Jeff Selby, Vice President of the Jefferson County Peninsula Trails Coalition explained they are in the process of submitting an RCO grant to improve the trailhead located in the boatyard. Mr. Selby provided copies to the Commission of MOUs for both the Port and the City. The plan is to improve parking by resurfacing with finely crushed rock and tire stops; repaint the exterior of the restrooms; re-designate handicapped parking; and, installing signage directing to the trail entrance. Mr. Selby asked for clarification to determine what part is Port property. Their plan is to create a new entrance with trail signs.

V. SECOND READING (Action Items):

A. Daniel Scheall JCI Hangar Lease Extension (10:53):

Mr. Crockett discussed Mr. Scheall's request for a ten-year lease extension for his T-Hangar at the airport, recommending approval of the extension.

Commissioner Tucker moved to approve the ten-year lease extension to Mr. Daniel Scheall.

Commissioner Clinefelter seconded the motion.

Motion carried by unanimous vote.

B. Mariner's Memorial (11:58):

Mr. Crockett reminded this was discussed at the last Commission meeting and that Mr. Bernie Arthur happens to be sitting in the audience. Mr. Crockett stated staff recommends the Commission direct the Executive Director to draft a letter of support for the memorial for Commission signatures.

Mr. Arthur discussed his ideas for the memorial and reminded he is asking for political support only.

Commissioner Hanke moved to direct the Executive Director to draft a letter of support for the Mariner's Memorial for Commission signatures.

Commissioner Clinefelter seconded the motion.

Motion carried by unanimous vote.

VI. FIRST READING (Discussion Only):

VII. POTENTIAL IMMEDIATE ACTION ITEMS (with unanimous Commission approval)

VIII. STAFF COMMENTS (22:06):

Mr. Crockett provided an update on the Point Hudson breakwater project. He received word that Enduris is sending an underwriter to inspect the damage today. Enduris has been in contact with the boat owner's insurance company and stated there is no need for a joint inspection. Mr. Crockett then added that staff expects to receive the Corp permit by the end of next week. Construction is scheduled to begin June 24. Lastly, Mr. Crockett reported he would be out tomorrow for a full day planning course in Shelton.

IX. PUBLIC COMMENTS:

None

X. COMMISSIONER COMMENTS (24:40):

Commissioner Hanke noted that he had a discussion with Point Hudson moorage tenant Sean Rankin. Mr. Rankin expressed concerns about boaters coming into the marina who sometimes cruise to the end of the center dock, which is a dead end. When these boats turn back around in windy conditions there is potential for damage to other boats. He would like to see signage to discourage boaters from cruising down this direction.

Commissioner Clinefelter asked when they would see the EDC report.

Mr. Crockett answered the annual report is traditionally submitted at the end of the year.

Commissioner Clinefelter reminded of past commission discussions on receiving quarterly reports from the EDC.

Commissioner Tucker informed on how the Port of Walla Walla is the ADO for their county's EDC. Discussion ensued on how the Port of PT could look into this prospect. Mr. Crockett said he would ask Peter Quinn of Team Jefferson if he could present an update at the July Port Commission workshop.

Commissioner Clinefelter asked if there were any developments on Arren Day's lease (Day Boat Co.). Mr. Crockett answered that it looked like the deal to purchase his company has fallen through and staff has been thinking of possibly the Port purchasing his portable buildings and relocating them on Port property for rental space.

XI. NEXT MEETING: Next regular meeting to be held **THURSDAY, JUNE 26, 2014 at 6:00 PM at the Quilcene Community Center, 294952 State Hwy 101, Quilcene, WA.**

XII. EXECUTIVE SESSION:

The regular session recessed into Executive Session, at 1:39 PM for a Legal Update and a Real Estate matter, duration of thirty minutes with no action, pursuant to RCW 42.30.110 (i) (b).

XIII. RECONVENING/ADJOURNMENT OF REGULAR MEETING:

The meeting reconvened at 2:08 PM.

There being no further action to come before the Commission, the meeting adjourned at 2:08 PM.

ATTEST:

Stephen R. Tucker, President

Peter W. Hanke, Secretary

Brad A. Clinefelter, Vice President

RESOLUTION NO. 614-14

A Resolution of the Commission of the Port of Port Townsend

RESOLUTION AUTHORIZING THE SALE OF ABANDONED VESSELS

WHEREAS: The Port of Port Townsend has in its possession Vessel(s) described as follows:

<u>VESSEL</u>	<u>OWNER</u>	<u>ACCOUNT #</u>
63 ft Fishing Vessel KINDRED SPIRIT	Steve Ewald	26116
29 ft Sail Vessel VIVIANCE	Robert Hurst	1500
41 ft Sail Vessel ORION	David Loeks	5179

WHEREAS: proper notices have been sent to the person believed to be the true owner, or to anyone who might claim an ownership interest in the boat and no person or persons or entity has responded claiming ownership and/or willingness to pay the charges owing for storage, and ninety (90) days have elapsed since the sending of such notices,

NOW, THEREFORE BE IT RESOLVED:

1. That the above designated vessel is declared to be abandoned; and
2. The Port Director is directed to sell the said boats at public sale to the highest and best bidder for cash pursuant to the procedures set forth in RCW 53.08.320 (5); and
3. That the date of public auction to be set and proper notifications made.
4. Auction to be held at the Port of Port Townsend Work Yard located at 2790 Washington Street, Port Townsend, Washington.

ADOPTED this 26th day of June 2014 by the Commission of the Port of Port Townsend and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the Seal of the Commission duly affixed.

ATTEST:

Peter W. Hanke, Secretary

Stephen R. Tucker, President

Brad A. Clinefelter, Vice President

APPROVED AS TO FORM:

Carolyn A. Lake, Goodstein Law Group, Port Attorney

PORT OF PORT TOWNSEND

MEETING OF: June 26, 2014

AGENDA ITEM: V. Second Reading (Action Items)
A. Jefferson Co. International Airport –
AWOS Update

BACKGROUND:

Bids for the AWOS construction project will have been received by 4:30 PM on this Commission Meeting day. Staff will provide an update.

Executive Director's Recommendation:

The Executive Director recommends immediate approval.

PORT OF PORT TOWNSEND

MEETING OF: June 26, 2014

AGENDA ITEM: V. Second Reading (Action Items)
B. 2015 Budget Process

BACKGROUND:

Continued discussion on the 2015 Budget process. Format, timeline, budget ideas, etc. will be discussed.

Executive Director's Recommendation:

For discussion and direction as appropriate.

PORT OF PORT TOWNSEND

MEETING OF: June 26, 2014

AGENDA ITEM: VI. First Reading (discussion only)
A. Mutual Aid Agreement

BACKGROUND:

WPPA has proposed a mutual aid agreement for ports to sign, if they wish. The attached email and draft agreement spells out the details. Essentially, member ports would be able to supply personnel and equipment to another member port during emergencies. The lending port is reimbursed by the borrowing port.

Executive Director's Recommendation:

For discussion.

Subject: Washington Public Port District Omnibus Mutual Aid Interlocal Agreement

Date: Thursday, June 19, 2014 2:51:03 PM PT

From: Mandy Lill



Port Directors,

Attached is the final draft of an Omnibus Port Mutual Aid Inter-local Agreement for your port's consideration. This supersedes the draft previously provided at the WPPA Spring meeting. We made some small technical and spelling/grammar changes to that draft.

Many Cities and most Fire Districts already have this sort of document. It is signed by similar entities to ensure the timely sharing of goods, personnel and services during emergency situations. A recent report from Emergency Management groups determined that our state's Ports could also benefit from such agreements. In fact, because port facilities are critical in many communities, it could be vital for our local economies to have this kind of agreement in place to facilitate the movement of goods and services as quickly as possible in the event of an emergency.

The attached document is provided for your commission's consideration and possible adoption. Each port that signs on to the agreement will provide the necessary information to the WPPA. We will have a webpage set up that only your ports can access that will allow you or your designee to contact all the other ports that are participants, to let them know what emergency needs you have. They can then contact you, if they can help you. This document outlines the process for the assistance, and clearly defines the responsibilities and legal requirements for all parties.

Conversely, in the event of an emergency at another port that is a participating member, they can access the webpage and put out a request to all participating ports. You can then determine if you have any equipment or services to offer and you can contact them if you can help.

It is important to keep in mind that nothing in this document obligates you to provide assistance. This entire program is purely voluntary even after you've signed on as a participant. It is designed to save time in an emergency.

WPPA is encouraging ports to become participants. The more ports that sign on, the better we can all respond to emergency situations at any of our ports.

If you have any questions please don't hesitate to call Ginger or Eric at the WPPA office, (360) 943-0760.

Ginger Eagle

*Assistant Director
Washington Public Ports Association
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(360)943-0760
Cell (360)259-2440*

Washington Public Port District Omnibus Mutual Aid Interlocal Agreement

This OMNIBUS MUTUAL AID INTERLOCAL AGREEMENT (the "Agreement") is an Interlocal Agreement pursuant to chapter 39.34 RCW and made and entered into by the undersigned Washington port districts (the "Members") to enable them to provide assistance to each other in preparation for and during emergencies.

WHEREAS, the Members have expressed a mutual interest in the establishment of an Agreement to facilitate and encourage assistance among Members to prepare for and respond to emergencies; and

WHEREAS, in the event of an emergency as defined herein or training for such an event, any Member to this Agreement may need assistance in the form of supplemental personnel, equipment, materials or other support; and

WHEREAS, each Member owns equipment, supplies and employs trained personnel and may, pursuant to the terms of this Agreement provide its equipment, supplies and personnel to other Members as provided herein; and

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, each undersigned Member agrees as follows:

1. **APPLICABILITY AND PURPOSE.** The purpose of this Agreement is to provide the terms and conditions under which various Members will provide assistance to other Members for emergency training or for an emergency as provided herein.

1.1. This Agreement is available for execution by all Washington port districts in counterparts which collectively will form one Agreement. It is the intent of the members that once executed the (i) various Members may elect to make their equipment, supplies and personnel available to other Members under the terms and conditions of this Agreement and (ii) various Members may utilize the equipment, supplies and personnel available of other Members under the terms and conditions of this Agreement.

2. **DEFINITIONS.** The following definitions shall be used in this Agreement:

2.1. "Asset" means anything that has value provided by a Member. Assets include, but are not limited to, any physical asset, or human resource, including, but not limited to equipment, disposable supplies, and/or personnel provided in support of an Event.

2.2. "Assistance" means the provision of Assets in support of an Event.

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2.3. “Assistance Costs” means the usual and customary expenses incurred by a Lender in providing Assistance.

2.4. “Borrower” means a Member that has executed this Agreement and has made a request for Assistance and has received commitment(s) to deliver Assistance pursuant to the terms of this Agreement.

2.5. “Contact Person(s)” means the person or persons designated by each Member to request Assistance from or grant Assistance to another Member pursuant to the terms of this Agreement.

2.6. “Designated Representative” shall be identified and designated by each Member to serve as the representative of their respective Member in any meeting to coordinate the implementation of this Agreement.

2.7. “Emergency” means unforeseen circumstances beyond the control of the Member port that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. The term “emergency” includes, but is not limited to, any human-caused or natural event or circumstance which requires immediate action to preserve public health, protect life, protect public property, and which circumstance is causing or threatening loss of life, damage to the environment, injury to person or property, human suffering or financial loss, such as: fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of hazardous materials, contamination, utility or transportation emergencies, disease, infestation, civil disturbance, riots, act of terrorism or sabotage.

2.8. “Emergency Contact Information Form” is the form (supplied by the Lead Coordinating Agency) submitted to the Lead Coordinating Agency by each Member listing names, addresses, and twenty-four (24) hour phone numbers of the Contact Person(s) of each Member.

2.9. “Event” refers to an incident, emergency, disaster, training, drill or exercise which causes a Borrower to request assistance from a Lender under this Agreement.

2.10. “Lender” means a Member who has subscribed to this Agreement and has agreed to deliver assistance to another Member pursuant to the terms and conditions of this Agreement.

2.11. “Lead Coordinating Agency” is the Washington Public Ports Association (the “WPPA”).

3. **PARTICIPATION.** Participation in providing equipment, supplies and personnel to a Member pursuant to this Agreement is purely voluntary. The execution of this Agreement in and of itself creates no legal obligation of a Member to provide such equipment, supplies and personnel; however if such equipment, supplies or personnel are provided the terms and conditions of this Agreement will apply to such action.

3.1. No Member shall be liable to another Member for, or be considered to be in breach of, or default under this Agreement on account of any delay in or failure to provide assistance under this Agreement.

3.2. Members who execute the Agreement are encouraged to:

a. Ensure that the Lead Coordinating Agency has their organization's most current Emergency Contact Information Form.

b. Supply a basic list of personnel, equipment, supplies and/or services they may be willing and able to loan.

c. Update Emergency Contact Information and available personnel, equipment, supplies and/or services annually or more often if necessary.

d. Possess a good understanding about how to request assistance under this Agreement.

e. Operate under the principles of the National Incident Management System (NIMS) and the Incident Command System (ICS).

4. **ROLE OF DESIGNATED REPRESENTATIVE OF MEMBERS AND OF LEAD COORDINATING AGENCY.** Each Member shall identify the Designated Representative on the signature page of this Agreement and keep the Lead Coordinating Agency informed of any change to the Designated Representative who shall serve on behalf of their respective Member to discuss implementation and/or amendment of this Agreement.

4.1. The Lead Coordinating Agency, as required, shall undertake the following actions. Any Member may participate in the discussions:

a. Participate in any meetings convened on the implementation of this Agreement.

b. Obtain and communicate to relevant Member departments the discussion items and decisions of the meeting, as they bear on interoperability among Members.

c. Maintain a copy of this Agreement (including amendments), a list of the Members and accompanying original Member signature pages.

d. Make available to each Member a copy of the signature page of newly executed Agreement(s).

e. Provide each Member with copies of the Emergency Contact Information Forms provided by the other Members. Each Member is responsible to provide the Lead Coordinating Agency with their current Emergency Contact Information.

f. The Designated Representative of each Member shall notify the Lead Coordinating Agency in writing upon their Member's withdrawal from this Agreement. In turn, the Lead Coordinating Agency shall notify all Designated Representatives of Members whenever a Member withdraws from this Agreement.

5. **TERM AND TERMINATION.** This Agreement is effective upon execution by two (2) or more Members, and shall remain in effect indefinitely until rescinded by all Members.

5.1. A Member opting to withdraw from this Agreement shall provide written withdrawal notification to the Lead Coordinating Agency. Notice of withdrawal becomes effective upon receipt by the Lead Coordinating Agency, or the date specified in the Member's written withdrawal whichever is later. Any withdrawing Member shall remain liable for all obligations incurred during its period of participation, until the obligation is satisfied. The Lead Coordinating Agency shall notify all participating Members' Designated Representative of any withdrawal by a Member.

6. **PAYMENT FOR SERVICES AND ASSISTANCE.** Borrower shall pay the Lender for all customary, usual, commercially reasonable and invoiced Assistance Costs within sixty (60) days of receipt of the Lender's invoice, for the assistance provided by the Lender. In the event Lender provides equipment, supplies or parts, the Lender shall have the option to accept payment of cash or in kind for the equipment, supplies or parts supplied.

6.1. Notwithstanding the foregoing, there shall be no charge for Assistance Costs incurred during the first eight (8) hours of a response in providing any Asset. The eight (8) hour period shall begin when the Lending Coordinating Agency begins to mobilize the Assets. Further agreements regarding costs are addressed herein.

6.2. This Agreement is valuable to each Member in that it provides a mechanism to receive Assets as provided herein. Therefore, each Member has determined that the payments received herein constitute "true and full" value as required by RCW 43.09.210.

7. **INDEPENDENT ENTITY.** Lender shall be and operate as an independent entity in the performance of any Assistance. Employees of Lender shall, at all times while providing assistance, continue to be employees of Lender and shall not be deemed employees of Borrower or "loaned servants" to Borrower for any purpose.

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7.1. Wages, hours, and other terms and conditions of employment of Lender shall remain applicable to all of its employees who provide Assistance. Lender shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. Borrower shall not be responsible for paying any wages, benefits, taxes, or other compensation directly to the Lender's employees. The costs associated with borrowed personnel are subject to the reimbursement process outlined in this Agreement. In no event shall Lender or its officers, employees, agents, or representatives be authorized (or represent that they are authorized) to make any representation, enter into any agreement, waive any right or incur any obligation in the name of, on behalf of, or as agent for Borrower under or by virtue of this Agreement.

8. **REQUESTS FOR ASSISTANCE.** A Member may request assistance from other Members for an Event. In the event of an emergency, a request for assistance may be made verbally followed up with a written request as soon as practical or within seven (7) days. The Lender shall give verbal approval of the request to the requesting Member. Lender shall follow up any verbal approval with written approval as soon as practical or within seven (7) days of the approval. The extent to which the Lender provides any assistance shall be at the Lender's sole discretion.

8.1. Members will, to the extent practicable, provide copies of all communications to the Lead Coordinating Agency for use in administering this Agreement and recommending modifications.

9. **GENERAL NATURE OF ASSISTANCE.** Member assistance may be in the form of resources, such as equipment, supplies, and personnel or the direct provision of services. The execution of the Agreement shall not create any duty to respond on the part of any Member. A Member shall not be held liable to any other Member for failing to provide Assistance. A Member has the absolute discretion to decline to provide any requested Assistance and to withdraw resources it has provided at any time without incurring any liability. Resources are "borrowed" with reimbursement and terms of exchange varying with the type of resource. The Members hereto recognize that time is critical during an emergency and diligent efforts shall be made to respond to a request for resources as rapidly as possible, including any notification(s) that requested resources are not available. A Member maintains the option of submitting a request for assistance directly to local emergency management coordinating organizations.

10. **LOANS OF EQUIPMENT.** At the sole discretion of the Lender, equipment may be made available upon request of a Member. Unless mutually agreed upon otherwise, the first eight (8) hours of use shall be without cost to the Borrower, after which use of equipment, such as construction equipment, vehicles, tools, pumps and motors, shall be at the Lender's actual cost or at their current equipment rate. Equipment and tool loans are subject to the following conditions:

a. Assets and equipment of a Lender shall continue under the command and control of the Lender, but shall be under the operational control of the appropriate officials within the incident management system of the Borrower.

b. At the option of the Lender, loaned equipment may be loaned with an operator.

c. Loaned equipment shall be returned to the Lender as soon as reasonably possible after Borrower's emergency or training needs end, or immediately upon the Borrower's receipt of an oral or written notice from the Lender for the return of the equipment. When notified to return equipment to a Lender, the Borrower shall make every effort to return the equipment to the Lender's possession within twenty-four (24) hours following notification, and in good operating condition.

d. Borrower shall, at its own expense, provide any consumable supplies needed to operate equipment unless mutually agreed upon otherwise. The Borrower shall take proper precaution in its operation, storage and maintenance of Lender's equipment. Members are responsible to ensure that equipment shall be used only by properly trained and supervised operators. Lender shall endeavor to provide equipment in good working order. All equipment is provided "as is," with no representations or warranties as to its fitness for particular purpose.

e. Lender's cost related to the transportation, handling, and loading/unloading of equipment, even within the initial eight (8) hour period, shall be borne by the Borrower unless mutually agreed upon otherwise. Lender shall provide copies of invoices for such charges and shall provide hourly accounting of charges for Lender's employees who perform such services.

f. Without effecting a Lender's right to indemnification as provided in this Agreement and even within the initial eight (8) hour period, in the event loaned equipment is lost or damaged while in the custody and use of the Borrower, or while being returned by Borrower to the Lender, Borrower shall promptly reimburse the Lender for the reasonable cost of repairing or replacing (as the case may be) said damaged equipment. If the equipment cannot be repaired or replaced within a reasonable time period then Borrower shall reimburse Lender for the cost of replacing such equipment with equipment that is of equal condition, quality, kind, and capability. If Lender must lease or rent replacement equipment for that which was loaned while the Lender's equipment is being repaired or replaced, Borrower shall reimburse Lender for such costs. Borrower shall have the right of subrogation for all claims against persons other than Members to this Agreement who may be responsible in whole or in part for damage to, or loss of the equipment. Borrower shall not be liable for damage or loss caused by the sole negligence of Lender's operator(s).

11. **EXCHANGE OF MATERIALS AND SUPPLIES.** Borrower shall reimburse Lender in kind or at Lender's actual replacement cost for use of partially consumed or non-returnable

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materials and supplies, as mutually agreed between Borrower and Lender, even within the initial eight (8) hour period. Reusable materials and supplies which are returned (unused) to Lender in clean, damage-free condition shall not be charged to the Borrower.

12. **LOANS OF PERSONNEL.** Any Lender personnel providing assistance to Borrower shall remain under the command and control of the Lender, to include medical protocols, standard operating procedures and other protocols. The organizational units shall be under the operational control of the appropriate authorities within the incident management system of the Borrower. Lender shall not be liable for cessation or slowdown of work if Lender's employees decline or are reluctant to perform any assigned tasks if said employees judge such task to be unsafe. A Borrower's request for Lender's loaned personnel to direct the activities of others during a particular response operation does not relieve the Borrower of any responsibility or create any liability on the part of the Lender for decisions and/or consequences of the response operation. When supervisory personnel are loaned, the Lender may restrict the scope and duties of supervisory personnel loaned.

12.1. Any valid licenses, certifications, or other permits issued to Lender personnel by Lender or Lender's state, evidencing qualification in a professional, mechanical or other skill, may be recognized by the Borrower during the term of the borrowing Event and for purposes related to the borrowing Event. When notified to return personnel to a Lender, the Borrower shall make every effort to return the personnel to the Lender immediately after notification.

12.2. The Lender should take reasonable steps to see that loaned personnel have the ability, skill, and certification necessary to perform the work required to assist Borrower and may be obliged to disclose to Borrower the qualification(s) and training level of personnel identified to provide assistance.

12.3. Lender may, at its sole option, make such employees available to Borrower. Unless mutually agreed upon otherwise, these employees shall be provided without cost to the Borrower for the first eight (8) hours of service, after which they shall be loaned at Borrower's expense equal to Lender's full cost, including employee's salary or hourly wages, call back or overtime costs, benefits and overhead, and consistent with Lender's personnel union contracts, if any, or other conditions of employment. Costs to equip, transport, feed and house loaned personnel, if necessary, shall be chargeable to and paid by the Borrower.

12.4. Lender's employees, officers or agents, made available to Borrower, shall remain the employee of Lender while engaged in carrying out duties, functions or activities pursuant to this Agreement, and each Member shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers' compensation and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each Member shall provide worker's compensation insurance (or equivalent USL&H insurance if required).

13. **RECORD KEEPING.** Time sheets and/or daily logs showing hours worked and equipment, supplies and materials used or provided by the Lender shall be recorded on a shift-by-shift basis by the Lender and/or the loaned employee(s) and shall be provided to the Borrower as needed. If no personnel are loaned, the Lender shall provide shipping records for materials, supplies and equipment, and the Borrower is responsible for any required documentation of use of material, supplies and equipment for state or federal reimbursement. Under all circumstances, the Borrower remains responsible for ensuring that the amount and quality of all documentation is adequate to enable any available reimbursement.

14. **INDEMNIFICATION AND LIMITATION OF LIABILITY.** Except as provided in this section 14 and to the fullest extent permitted by applicable law, the Borrower does hereby indemnify, hold harmless and defend each Lender, its officers, employees and agents from and against any and all costs, including costs of defense, claims, judgments or awards of damages asserted or arising directly or indirectly from, on account of, or in connection with providing assistance to the Borrower. Except that this release, indemnification, hold harmless and defense shall not apply to any such costs of defense, claims, judgments or awards of damages to the extent and in such proportion such was caused by the negligent or willful acts of the Lender.

14.1. The obligation under this section extends to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. **FOR THIS PURPOSE, THE BORROWER, AND LENDER BY MUTUAL NEGOTIATION, HEREBY WAIVE, AS RESPECTS ANY INDEMNITY ONLY, ANY IMMUNITY THAT WOULD OTHERWISE BE AVAILABLE AGAINST SUCH CLAIMS UNDER THE INDUSTRIAL INSURANCE PROVISIONS OF TITLE 51 RCW OF THE STATE OF WASHINGTON.**

14.2. Any Member shall not be required under this Agreement to indemnify, hold harmless and defend any other Member from any claim, loss, harm, liability, damage, cost or expense caused by or resulting from the activities of any Member's officers, employees, or agents acting in bad faith or performing activities beyond the scope of their duties.

14.3. In the event of any liability, claim, demand, action or proceeding, of whatever kind or nature arising out of rendering of Assistance through this Agreement, the Borrower agrees to the extent permitted by law, to indemnify, hold harmless, and defend, to the fullest extent of the law, each signatory to this Agreement whose only involvement in the transaction or occurrence which is the subject of such claim, action, demand, or other proceeding, is the execution and approval of this Agreement.

14.4. No Member shall be liable to another Member for, or be considered to be in breach of or default under this Agreement on account of any delay in or failure to provide Assistance under this Agreement.

14.5. Each Member seeking to be indemnified, held harmless or defended under this section 14 with respect to any claim shall promptly notify the Borrower of such claim and shall

not settle such claim without the prior consent of Borrower, which consent shall not be unreasonably withheld. Any Member receiving notice of any claim which affects another Member shall promptly notify the other affected Member(s). Such Member(s) shall have the right to participate in the defense of said claim, at its own expense. Member's personnel shall cooperate and participate in any such legal proceedings if so requested by another affected Member, and/or required by a court of competent jurisdiction at no cost to the affected Member.

14.6. This indemnification shall not apply to property loss or damage to the extent that such property loss or damage is otherwise covered by applicable insurance of Lender. However, Borrower will be responsible for any self insured retention or deductible.

14.7. The provisions of this Article 14 shall survive termination of this Agreement.

14.8. To the extent permitted by any applicable insurance policy, Borrower expressly waives any subrogated claim against the Lender, which it may have on account of, or in connection with, the Lender providing assistance to the Borrower under this Agreement.

15. **MODIFICATIONS.** No provision of this Agreement may be modified, altered, or rescinded without 2/3 affirmative concurrence of the Members to this Agreement. Modifications to this Agreement must be in writing, must be approved by a 2/3 affirmative vote of the Members, and must be signed by the Designated Representative of each Member. Any Member which disagrees with the modification, alteration or rescission shall have the right to withdrawal as of the effective date of the modification, alteration or rescission, and any Member so choosing shall provide its intent to do so in writing to the Lead Coordinating Agency.

16. **NON-EXCLUSIVENESS AND PRIOR AGREEMENTS.** This Agreement is not intended to be exclusive among the Members. Any Member may enter into separate assistance agreements with any other entity. No such separate agreement shall terminate any responsibility under this Agreement. To the extent that prior agreements between Members are inconsistent with this Agreement, prior agreements for assistance between the port districts shall supersede this Agreement, until and unless the inconsistency is reconciled by the affected Members in writing.

17. **GOVERNMENTAL AUTHORITY.** This Agreement is subject to laws, rules, regulations, orders, and other requirements, now or as amended, of all governmental authorities having jurisdiction over the events covered by this Agreement. A Member and its employees providing Assistance under this Agreement shall be entitled to all privileges and immunities from liability as are authorized by the Washington Emergency Management Act, Chapter 38.52 RCW, and all other State or Federal laws.

*WASHINGTON PUBLIC PORT DISTRICT
OMNIBUS MUTUAL AID INTERLOCAL AGREEMENT*

18. **NO PUBLIC DUTY, THIRD PARTY BENEFICIARIES, PARTNERSHIPS.** No undertaking by one Member to, the other Member under any provision of this Agreement shall create any special duty to the public or otherwise enhance or modify the obligation of the Member with regard to the public or any person.

18.1. Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care with reference to any third party. This Agreement shall not confer any right, or remedy upon any person other than the Members. This Agreement shall not release or discharge any obligation or liability of any third party to any Member.

18.2. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Members or to impose any partnership obligation or liability upon any Member. Further, no Member 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 Member.

19. **NO SUCCESSORS AND ASSIGNS.** This Agreement and the rights, liabilities and obligations contained herein are not transferable or assignable, in whole or in part.

20. **GOVERNING LAW AND VENUE.** This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Washington.

20.1. Any action which may arise out of this Agreement shall be brought in the superior court of the State of Washington, within in the County of the Lender's jurisdiction.

21. **WAIVER.** Any waiver at any time by any Member of its rights with respect to this Agreement shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay in asserting or enforcing any right, except those related to the statutes of limitations, shall not constitute or be deemed a waiver.

22. **SEVERABILITY.** Should a court of competent jurisdiction rule any portion, section or subsection of this Agreement invalid or nullified, that fact shall not affect or invalidate any other portion, section or subsection; and all remaining portions, sections or subsections shall remain in full force and effect.

23. **NOTICES.** Any notice, demand, information, report, or item otherwise required, authorized, or provided for in this Agreement shall be given in writing and shall be deemed properly given if (i) delivered personally, (ii) transmitted and received by telephone facsimile device and confirmed by telephone, or (iii) sent by United States Mail, postage prepaid, to the Designated Representative for each Members at the address stated on the Member's signature page to this Agreement or as on file with the Lead Coordinating Agency.

*WASHINGTON PUBLIC PORT DISTRICT
OMNIBUS MUTUAL AID INTERLOCAL AGREEMENT*

24. **COPIES FILED WITH COUNTY AUDITOR OR POSTED ON MEMBERS' WEB SITE.** Copies of this Agreement shall either be filed with each Members' County Auditor's Office after execution or posted on each Members' website listed by subject or other electronically retrievable public source, as allowed by RCW 39.34.040, and shall be filed with the respective Members' authorities.

25. **COUNTERPARTS.** This Agreement may be executed in counterparts and by facsimile signature with the same force and effect as if all original signatures were set forth in a single document. The Lead Coordinating Agency shall maintain an original and/or a copy of each signature sheet for each participant.

26. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and incorporates all previous oral and written discussions. It is noted that prior agreements of the Members may take precedent over certain terms set forth in this Agreement.

IN WITNESS WHEREOF, the each Member hereto has caused this Agreement to be duly approved and executed by a duly authorized representative as of the date of their signatures.

**SIGNATURE PAGE
WASHINGTON PUBLIC PORT DISTRICT
OMNIBUS MUTUAL AID INTERLOCAL AGREEMENT**

IN WITNESS WHEREOF, the undersigned Washington public port district has (i) reviewed the terms and conditions of the Washington Public Port District Omnibus Mutual Aid Interlocal Agreement, (ii) approved the adoption of the Agreement and (iii) appointed the "Designated Representative" identified below.

THIS AGREEMENT CONTAINS INDEMNIFICATIONS, WAIVES OF LIABILITY AND A WAIVER ON IMMUNITY UNDER THE WASHINGTON INDUSTRIAL INSURANCE ACT (TITLE 51 RCW)

PORT OF BELLINGHAM
1801 Roeder Avenue
P.O. Box 1677
Bellingham, WA 98227

EXECUTED for the PORT OF BELLINGHAM this _____ day of _____, 2014

By: _____
Rob Fix, Executive Director

MEMBER'S DESIGNATED REPRESENTATIVE

Name: _____
Phone: _____
Cell Phone: _____
Email: _____

*WASHINGTON PUBLIC PORT DISTRICT
OMNIBUS MUTUAL AID INTERLOCAL AGREEMENT*

PORT OF PORT TOWNSEND

MEETING OF: June 26, 2014

AGENDA ITEM: VI. First Reading (Action Items)
B. Peninsula Trails Coalition MOU

BACKGROUND:

To be presented.

Executive Director's Recommendation:

For approval.

PORT OF PORT TOWNSEND

MEETING OF: June 26, 2014

AGENDA ITEM: VII. Potential Immediate Action Items
A. BFP Authorizing Resolution No. 615-14

BACKGROUND:

The Commission previously informally authorized staff to proceed with preparation of an application seeking funding assistance through the Boating Facilities Program (BFP) administered by the Washington State Recreation and Conservation Office (RCO). The BFP funding source is available localities throughout the state on a biennial basis. Grant applications must be submitted by July 1, 2014. The RCO requires that a formal authorizing resolution be included as part of the application submittal.

Staff has prepared a draft of Port Commission Resolution No. 615-14, authorizing application to the State of Washington requesting matching grant funding for the Port Townsend Boat Haven Marina Boat Ramp Expansion Project. Staff anticipates applying for up to \$328,524 (75%) of the estimated total project cost of \$438,033. The Port's source of matching funds is the Boat Haven Reserves account.

After application submittal, grants will be awarded by June of 2015, with anticipated construction of improvements during the 2015/2016 "fish window."

Executive Director's Recommendation: Approve the attached Resolution authorizing staff to submit a grant application to the State of Washington Recreation & Conservation Office for matching funding for expansion of the Port Townsend Boat Haven Marina Boat Ramp facility.

RESOLUTION NO. 615-14

A Resolution of the Commission of the Port of Port Townsend

AUTHORIZING THE PORT OF PORT TOWNSEND TO FILE AN APPLICATION WITH THE WASHINGTON STATE RECREATION AND CONSERVATION OFFICE (RCO), SEEKING BOATING FACILITIES PROGRAM (BFP) GRANT FUNDING AS PROVIDED IN CHAPTER 79A.25 RCW AND TITLE 286 WAC TO SUPPORT THE EXPANSION OF THE BOAT RAMP AT THE PORT TOWNSEND BOAT HAVEN MARINA.

WHEREAS, the Port of Port Townsend is a municipal corporation established in 1924 under Title 53 of the Revised Code of Washington; and

WHEREAS, the Port of Port Townsend is seeking funding assistance for a Port Townsend Boat Haven Marina Boat Ramp Expansion Project; and

WHEREAS, the Port of Port Townsend has approved a Comprehensive Scheme of Improvements which includes specific reference to the Boat Ramp Expansion Project; and

WHEREAS, under the provisions of the Boating Facilities Program, as provided in Chapter 79A.25 RCW and Washington Administrative Code Title 286, state grant assistance is requested to aid in financing the cost of facility development; and

WHEREAS, the Port Commission considers it in the best public interest to complete Port Townsend Boat Haven Marina Boat Ramp Expansion Project described in the funding assistance application;

NOW, THEREFORE, BE IT RESOLVED by the Port Commission of the Port of Port Townsend, as follows:

Section 1. Port Executive Director, Larry Crockett, or his designee, is authorized to make formal application to the Recreation and Conservation Office for grant assistance.

Section 2. Any grant assistance received by the Port will be used for direct costs associated with implementation of the project referenced above.

Section 3. The Port certifies that it's matching share of the project funding will be derived from Port of Port Townsend Boat Haven Reserves, and that the Port is responsible for supporting all non-cash commitments to this project should they not materialize.

Section 4. The Port acknowledges that the grant assistance, if approved, will be paid on a reimbursement basis, meaning the Port will only request payment from the Recreation and Conservation Office after eligible and allowable costs have been incurred and payment remitted to the Port's vendors, and that the Recreation and Conservation Office will hold retainage until the project is deemed complete.

Section 5. The Port acknowledges that any facility developed through grant assistance from the Recreation Conservation Funding Board must be reasonably maintained and made available to the general public at reasonable hours and times of the year according to the type of area or facility unless other restrictions have been agreed to by the Recreation and Conservation Office Director or the Recreation and Conservation Funding Board.

Section 6. The Port acknowledges that any facility developed with grant assistance from the Recreation and Conservation Funding Board must be dedicated for public outdoor recreation purposes, and be retained and maintained for such use for perpetuity unless otherwise provided and agreed to by the Port and the Recreation and Conservation Funding Board.

Section 7. This Resolution shall become part of a formal application to the Recreation and Conservation Office for grant assistance.

Section 8. The Port provided appropriate opportunity for public comment on this application.

ADOPTED this 26th day of June 2014, by the Commission of the Port of Port Townsend and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the Seal of the Commission duly affixed.

ATTEST:

Brad A. Clinefelter, Secretary

Steven R. Tucker, President

Peter W. Hanke, Vice President

APPROVED AS TO FORM:

Eric R. Toews, Port Attorney



P.O. Box 1180 • Port Townsend, Washington 98368-4624

Administration: (360) 385-0656

Operations: (360) 385-2355

Fax: (360) 385-3988

WARRANT APPROVAL

We, the undersigned, as Commissioners and Auditing Officer of the Port of Port Townsend, in Jefferson County, Washington, do hereby certify under penalty of perjury that the materials have been furnished, the labor performed and the services provided, as described herein, and that the claims are just and unpaid obligations of the Port of Port Townsend, and that these claims, in Warrant No. 053052 through No. 053068, are approved for payment in the amount of \$63,854.57 on this 26th day of June, 2014.

For: **Payroll and Benefits**

Commissioner Stephen R. Tucker

Commissioner Brad A. Clinefelter

Commissioner Pete W. Hanke

Amy Khile, Director of Finance
And Administration

Bank Code: W - WARRANTS PAYABLE								
Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Invoice Amount	Discount Applied	Payment Amount	
053064	6/16/2014	BAN001	Bank Of America 06/15/14TX	6/16/2014	16,903.50	0.00	16,903.50	Check Entry Number: 001
053065	6/16/2014	PEJ001	Peninsula Credit Union 06/15/14	6/16/2014	650.00	0.00	650.00	Check Entry Number: 001
053066	6/16/2014	POR001	Auditor's Revolving Fund 06/15/14DD	6/16/2014	30,522.81	0.00	30,522.81	Check Entry Number: 001
053067	6/16/2014	SPE010	James Speer 06/15/2014	6/16/2014	250.00	0.00	250.00	Check Entry Number: 001
053068	6/16/2014	WA0302	State of Washington DC06/15/14	6/16/2014	1,150.00	0.00	1,150.00	Check Entry Number: 001
Report Total:					49,476.31	0.00	49,476.31	



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WARRANT APPROVAL

We, the undersigned, as Commissioners and Auditing Officer of the Port of Port Townsend, in Jefferson County, Washington, do hereby certify under penalty of perjury that the materials have been furnished, the labor performed and the services provided, as described herein, and that the claims are just and unpaid obligations of the Port of Port Townsend, and that these claims, in Warrant No. 053069 through No. 053103, are approved for payment in the amount of \$53,448.41 on this 26th day of June, 2014.

For: **Accounts Payable**

Commissioner Stephen R. Tucker

Commissioner Brad A. Clinefelter

Commissioner Pete W. Hanke

Amy Khile, Director of Finance
And Administration

Bank Code: W - WARRANTS PAYABLE

Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Invoice Amount	Discount Applied	Payment Amount
053069	6/25/2014	ALD050	Alden Associates 0067630IN	6/16/2014	2,861.75	0.00	2,861.75
							Check Entry Number: 001
053070	6/25/2014	BAN005	Bank of America 06/05/2014	6/5/2014	589.54	0.00	589.54
							Check Entry Number: 001
053071	6/25/2014	CEN010	Central Welding Supply 87339	6/5/2014	17.77	0.00	17.77
			87499	6/12/2014	13.88	0.00	13.88
				Check 053071 Total:	31.65	0.00	31.65
							Check Entry Number: 001
053072	6/25/2014	CEN030	CenturyLink 06012014	6/1/2014	250.00	0.00	250.00
							Check Entry Number: 001
053073	6/25/2014	CEN035	CenturyLink 06052014	6/5/2014	903.84	0.00	903.84
							Check Entry Number: 001
053074	6/25/2014	CIT010	City of Port Townsend 2763	6/18/2014	243.00	0.00	243.00
							Check Entry Number: 001
053075	6/25/2014	COA050	Coast & Harbor Engineering 340521-1	6/8/2014	604.88	0.00	604.88
							Check Entry Number: 001
053076	6/25/2014	COO050	Cooper Fuel & Auto Repair 087013	6/11/2014	478.28	0.00	478.28
							Check Entry Number: 001
053077	6/25/2014	CUN030	Bob Cunningham 06062014	6/6/2014	55.74	0.00	55.74
							Check Entry Number: 001
053078	6/25/2014	DEL001	Delta Pollution Control, Inc 15822	5/12/2014	1,842.60	0.00	1,842.60
							Check Entry Number: 001
053079	6/25/2014	DOU010	Double D Electric 10659	6/5/2014	11.93	0.00	11.93
							Check Entry Number: 001
053080	6/25/2014	ECO002	EDC Team Jefferson 0051	1/1/2014	12,500.00	0.00	12,500.00
							Check Entry Number: 001
053081	6/25/2014	HOL060	Philip Holt Sr. 06182014	6/18/2014	226.00	0.00	226.00
							Check Entry Number: 001
053082	6/25/2014	KEN010	Kendrick Equipment LTD U2351A	5/31/2014	1,056.26	0.00	1,056.26
							Check Entry Number: 001
053083	6/25/2014	KER030	Jane Kerkorian 06052014	6/5/2014	58.00	0.00	58.00
							Check Entry Number: 001
053084	6/25/2014	KHI010	Amy Khile 06302014	6/18/2014	997.90	0.00	997.90
							Check Entry Number: 001
053085	6/25/2014	KID003	Kidder Mathews 13537	6/5/2014	5,000.00	0.00	5,000.00
							Check Entry Number: 001
053086	6/25/2014	LEA040	Leavitt Machinery 184209	5/29/2014	781.07	0.00	781.07
			184392	6/3/2014	75.60	0.00	75.60
			184429	6/4/2014	196.05	0.00	196.05
				Check 053086 Total:	1,052.72	0.00	1,052.72
							Check Entry Number: 001
053087	6/25/2014	LES050	Les Schwab 3790008203	6/4/2014	136.20	0.00	136.20
							Check Entry Number: 001
053088	6/25/2014	PIL030	Pilothouse Guide 035283	5/28/2014	539.75	0.00	539.75
							Check Entry Number: 001
053089	6/25/2014	PIN010	Pinnacle Investigations Corp 42148	6/17/2014	80.00	0.00	80.00
							Check Entry Number: 001
053090	6/25/2014	PIT001	Pitney Bowes Global Fin. Svcs. JN14	6/13/2014	418.92	0.00	418.92
							Check Entry Number: 001
053091	6/25/2014	PUD001	Pud District #1 06112014	6/11/2014	21.25	0.00	21.25
							Check Entry Number: 001
053092	6/25/2014	PUD005	PUD #1 of Jefferson County 06112014	6/11/2014	9,790.52	0.00	9,790.52
							Check Entry Number: 001
053093	6/25/2014	QUI001	Quill Corporation 3374479	6/2/2014	209.26	0.00	209.26
			3608035	6/10/2014	97.25	0.00	97.25
				Check 053093 Total:	306.51	0.00	306.51
							Check Entry Number: 001
053094	6/25/2014	SAF001	Safeway, Inc. 06072014	6/7/2014	1,485.40	0.00	1,485.40
							Check Entry Number: 001
053095	6/25/2014	SCH030	Steve Scharf 06052014	6/5/2014	6.13	0.00	6.13
							Check Entry Number: 001
053096	6/25/2014	SEA010	Sea-Run Consulting 14-03	6/13/2014	3,480.00	0.00	3,480.00
							Check Entry Number: 001
053097	6/25/2014	SHO010	Shold Excavating Inc 28785	6/12/2014	77.77	0.00	77.77
							Check Entry Number: 001
053098	6/25/2014	SKO000	Skookum Contract Services 9013630	6/9/2014	6,606.08	0.00	6,606.08
							Check Entry Number: 001
053099	6/25/2014	SPE001	SOS Printing 49361	6/5/2014	262.10	0.00	262.10
			49362	6/5/2014	273.49	0.00	273.49
				Check 053099 Total:	535.59	0.00	535.59
							Check Entry Number: 001
053100	6/25/2014	TER005	Terry's Lock & Safe 052614353	5/26/2014	131.89	0.00	131.89
			052614355	6/6/2014	23.98	0.00	23.98
			060114352	5/7/2014	279.04	0.00	279.04
				Check 053100 Total:	434.91	0.00	434.91
							Check Entry Number: 001
053101	6/25/2014	TWI001	Twiss Analytical Labs 1467896	6/6/2014	95.00	0.00	95.00
							Check Entry Number: 001
053102	6/25/2014	WAV040	Wave Broadband 05282014	5/28/2014	610.34	0.00	610.34
							Check Entry Number: 001
053103	6/25/2014	WIM001	Wimactel, Inc 000697302	6/1/2014	59.95	0.00	59.95
				Report Total:	53,448.41	0.00	53,448.41



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Operations: (360) 385-2355

Fax: (360) 385-3988

ELECTRONIC DEBIT – Union Bank

We, the undersigned, as Commissioners and Auditing Officer of the Port of Port Townsend, in Jefferson County, Washington, do hereby certify under penalty of perjury that the obligation described below is a just and unpaid obligation of the Port of Port Townsend, and that the Electronic Debit from the Port Checking Account held at Union Bank is approved for payment in the amount of \$9,400.82 on this 26th day of June, 2014.


For: Washington State, Department of Revenue
Combined Excise Tax Return – for **May, 2014** in the amount of **\$9,400.82**

Commissioner Stephen R. Tucker

Commissioner Brad A. Clinefelter

Commissioner Pete W. Hanke

Amy Khile, Director of Finance and
Administration

 Electronic Filing -- Washington State	E-file Time: 10:55 AM
My Account Home Account Activity List Server Suggestions Logout	

BOAT HAVEN FUEL DOCK 161-000-044

Confirmation

Confirmation Number	13530532
Tax Registration Number	161000044
Reporting Period	05/2014
Payment Type	EFT Debit
Date and Time Submitted	06/20/2014 10:55:08 AM
Date of Transfer	06/26/2014
Payment Amount	9,400.82
Person Completing Return	Donna Frary
Person Authorizing Payment	Donna Frary

Your return and payment have been submitted. For easy reference, print this page and retain it with your tax records.

Return to Account List	Print Confirmation
View Printable Return	

Confirmation

**For Assistance Call:
1-877-345-3353**



State of Washington
 Department of Revenue
 PO Box 47464
 Olympia, WA 98504-7464

May 2014 Combined Excise Tax Return

**161-000-044
 BOAT HAVEN FUEL DOCK
 PORT OF PORT TOWNSEND**

State Business and Occupation Section

Taxes

Line Code	Tax Classification	Gross Amount	Total Deductions	Taxable Amount	Rate	Tax Due
0004	Service and Other Activities; Gambling Contests of Chance (less than \$50,000 a year)	120,777.31	0.00	120,777.31	0.0150	1,811.66
0002	Retailing	68,874.71	162.21	68,712.50	0.00471	323.64
		189,652.02	162.21	189,489.81		2,135.30

Deductions

Deduction Code	Tax Classification	Deduction Name	Amount
000205	Retailing	Motor Vehicle Fuel Tax	162.21
			162.21

State Sales and Use Section

Taxes

Line Code	Tax Classification	Gross Amount	Total Deductions	Taxable Amount	Rate	Tax Due
0001	Retail Sales	68,874.71	1,763.70	67,111.01	0.0650	4,362.22
0005	Use Tax	6,372.50	0.00	6,372.50	0.0650	414.21
		75,247.21	1,763.70	73,483.51		4,776.43

Deductions

Deduction Code	Tax Classification	Deduction Name	Amount
000119	Retail Sales	Motor Vehicle Fuel Sales	1,763.70
			1,763.70

Local Sales Section

Line Code	Location Code	Location Name	Taxable Amount	Rate	Tax Due
-----------	---------------	---------------	----------------	------	---------

0045	1600	JEFFERSON COUNTY	1,511.55	0.0250	37.79
0045	1601	PORT TOWNSEND	65,599.46	0.0250	1,639.99
			67,111.01		1,677.78

Local Use Section

Line Code	Location Code	Location Name	Taxable Amount	Rate	Tax Due
0046	1601	PORT TOWNSEND	6,372.50	0.0250	159.31
			6,372.50		159.31

Lodging Section

Transient Rental Income Information

Line Code	Location Code	Location Name	Income
0047	1600	JEFFERSON COUNTY	128.44
0047	1601	PORT TOWNSEND	27,078.90
			27,207.34

Special Hotel/Motel Tax

Line Code	Location Code	Location Name	Taxable Amount	Rate	Tax Due
0070	1600	JEFFERSON COUNTY	128.44	0.0200	2.57
0070	1601	PORT TOWNSEND	27,078.90	0.0200	541.58
			27,207.34		544.15

Public Utilities Section

Taxes

Line Code	Tax Classification	Gross Amount	Total Deductions	Taxable Amount	Rate	Tax Due
0060	Water Distribution	85.00	0.00	85.00	0.05029	4.27
0013	Other Public Service Business	5,377.75	0.00	5,377.75	0.01926	103.58
		5,462.75	0.00	5,462.75		107.85

Summary Section

	Amount
State Business and Occupation Tax Total	2,135.30
State Sales and Use Tax Total	4,776.43
Local and Regional Tax Total	1,837.09
Lodging Tax Total	544.15
Public Utilities Tax Total	107.85
E911 Tax Total	0.00

Other Tax Total	0.00
SubTotal	9,400.82
Less Total Credits	0.00
Total	9,400.82
Amount Paid	9,400.82
Balance	0.00

Additional Information

Confirmation Number	13530532	Date Printed	06/20/2014
Date and Time Submitted	06/20/2014 10:55:08 AM	Tax Registration Number	161-000-044
Payment Type	EFT Debit	Person Completing Return	Donna Frary
Total Amount Paid	9,400.82	Phone Number	(360)379-5217
Date To Transfer Payment	06/26/2014	E-Mail Address	donna@portofpt.com
Person Authorizing Payment	Donna Frary		

**This is a copy for your records.
Please DO NOT MAIL a copy to the Department of Revenue.**
