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**Port of Port Townsend
1st Monthly Regular Meeting Agenda
Wednesday, July 9, 2014, 1:00 PM
Port Commission Building
333 Benedict Street, Port Townsend, WA**

- I. Call to Order / Pledge of Allegiance
- II. Approval of Agenda
- III. Consent Agenda
 - A. Approval of Meeting Minutes – June 26, 2014.....1-4
 - B. Operations Reports – June 2014.....5-8
 - C. Approval of Warrants
- IV. Public Comments (not related to Agenda)
- V. Second Reading (Action Items)
 - A. Mutual Aid Agreement.....9-21
- VI. First Reading (discussion only)
 - A. Shipyard Resurfacing Project.....22-24
 - B. Parking Policy.....25
- VII. Potential Immediate Action Items (unanimous Commission approval required)
- VIII. Staff Comments
- IX. Public Comments
- X. Commissioner Comments
- XI. **Next Meeting: July 23, 2014 at 5:30 PM, Port Commission Building, 333 Benedict Street, Port Townsend, WA**
- XII. Executive Session (pursuant to RCW 42.30.110 (b))
 - A. Real Estate
- XIII. Adjournment

PORT COMMISSION MEETING– June 26, 2014

The Port of Port Townsend Commission met in special session at the Quilcene Community Center, 294952 State Hwy 101, Quilcene, WA.

Present: Commissioners – Tucker, Clinefelter and Hanke
Executive Director – Crockett
Deputy Director - Pivarnik
Auditor – Khile
Planning Analyst - Toews
Attorney - Lake
Minutes – Nelson

I. CALL TO ORDER/PLEDGE OF ALLEGIANCE:

Commissioner Tucker called the meeting to order at 6:00 PM.

II. APPROVAL OF AGENDA:

Mr. Crockett requested First Reading, item B, Peninsula Trails Coalition MOU, be moved to Potential Immediate Action, Item B, as the Coalition has a July 1, 2014 RCO grant deadline.

Commissioner Tucker moved to approve Peninsula Trails Coalition MOU to be moved to VII, Potential Immediate Action, Item B.

Commissioner Hanke seconded the motion.

Motion carried by unanimous vote.

Added to section VI, First Reading, Item C, **Point Hudson Marina Breakwater Replacement Project-Phase 2-Engineering Design** and to Executive Session, **a Real Estate matter and Potential Litigation**, pursuant to RCW 42.30.110 (b) and (i), duration twenty minutes, with no decision.

Commissioner Clinefelter moved to approve the Agenda as amended.

Commissioner Hanke seconded the motion.

Motion carried by unanimous vote.

III. CONSENT AGENDA (3:32):

A. Approval of Public Workshop Minutes – June 11, 2014

Approval of Meeting Minutes – June 11, 2014

B. Resolution No. 614-14 – Authorizing Sale of Abandoned Vessels

C. Approval of Warrants

Warrant #053052 through #053068 in the amount of \$63,854.57 for Payroll and Benefits

Warrant #053069 through #053103 in the amount of \$53,448.41 for Accounts Payable

Electronic Debit to Union Bank in the amount of \$9,400.82 for Washington State

Combined Excise Tax Return for May 2014

Commissioner Tucker moved to approve the Consent Agenda as presented.

Commissioner Hanke seconded the motion.

Motion carried by unanimous vote.

IV. PUBLIC COMMENTS (Not related to agenda) (3:43):

Stanley Nealey reported Quilcene had their third annual beach party for end of school year and thanked the Port for constructing the swim float.

J.D. Gallant asked if there would be a discussion on the recent Quilcene facility tour.

V. SECOND READING (Action Items):

A. Jefferson Co. International Airport – AWOS Update (6:08):

Mr. Crockett informed that bids for the AWOS equipment and installation were opened yesterday. All Weather bid \$81+K and Vaisala, Inc. bid \$85+K. Both were responsible bidders, but Vaisala was nonresponsive as they failed to acknowledge the addendum that was included in the bid documents. The project will be awarded to All Weather, the low bidder, being both responsible and responsive. Mr. Crockett reminded this is a portion of the overall project cost of around \$300K. PUD, concrete, trenching are other parts of the project. He reminded the Port was awarded the WSDOT Aviation grant at 5%, and with the FAA's grant at 90%, the Port will be responsible for 5% of the total cost, totaling about \$16K. Bill Putney is working with the FCC. Projected date of installation is late August or early September.

B. 2015 Budget Process (10:52):

A schedule was presented on the 2015 Operating Budget & Capital Improvement Plan. Mr. Crockett pointed out the Port is required to hold one Public Hearing but has two scheduled, if needed. He added the first draft operating budget is scheduled for September and reminded the Commission to begin thinking about property taxes, rates & fees and suggests rates & fees be discussed at the next public workshop. He discussed the recent facility tours

and explained Maintenance Manager, Larry Aase, would develop a 3-year maintenance plan. Mr. Crockett informed the Port collects \$58K from Quilcene property tax payers and could apply \$60K per year towards Quilcene for the next three years. He said once the maintenance plan is presented, the commission will need to prioritize.

Commissioner Tucker stated he would like to hear ideas from Quilcene citizens on how to use the \$60K.

Commissioner Hanke explained the docks and boat ramp in Quilcene are issues.

Audience member Herb Beck asked what the Port receives yearly from the Coast Seafood lease. Ms. Khile answered \$56-58K.

Linda Herzog feels since the Port is the only entity who can stimulate economic development, she would like to see citizens bring forward to the Commission ideas on stimulating economic development in Quilcene, and investing some of the Quilcene money into Quilcene's future.

VI. FIRST READING (Discussion Only):

A. Mutual Aid Agreement (19:15):

Mr. Crockett reported this was discussed at the WPPA Spring conference. The attached Mutual Aid Interlocal Agreement explains the process.

Attorney Lake added once a port has signed up, it is on a voluntary basis to respond to an emergency. She then explained the benefits of having the shared formalized agreement.

Commissioner Clinefelter said he sees no liability and believes it is a good agreement to have the ability to help other ports, as well as receive assistance here if needed during emergencies. He feels there is no reason not to sign on.

Commissioner Tucker stated this would be included on the next meeting agenda.

(Item B-Peninsula Trails MOU moved to VII, Potential Immediate Action)

C. Point Hudson Marina Breakwater Replacement Project-Phase 2 - Engineering Design (27:00):

Mr. Crockett briefed on Coast & Harbor Engineer's Scope of Work, a copy distributed to the Commission. This contract is design to 35% completion at a cost of \$114,800.

Mr. Pivarnik explained that engineering work in this phase will take us through permitting and design of the actual structure and the project should be ready to bid after the first of the year. Construction targeted to begin during the fish window of 2016.

VII. POTENTIAL IMMEDIATE ACTION ITEMS:

A. BFP Authorizing Resolution No 615-14 (36:12):

Commissioner Tucker reminded of the rules that were adopted by the commission in resolution form pertaining to the first and second reading. He believes this agenda item should not be populated under Immediate Action and feels this was already validated when the Commission authorized staff to move forward with the grant for the boat ramp expansion.

Commissioner Hanke moved to adopt Resolution No. 615-14 – the BFP Authorizing Resolution.

Commissioner Clinefelter seconded the motion.

Motion carried by unanimous vote.

B. Peninsula Trails Coalition MOU (42:36):

Mr. Crockett briefed on the presentation by the Peninsula Trails Coalition (PTC) during Public Comment at the last commission meeting. He stated it was not clear to the commission that the PTC was submitting a grant to RCO, with a July 1, 2014 due date. The Port/PTC MOU is a piece of that application packet. Mr. Crockett submitted the PTC MOUs (City and Port) to the Port Attorney for review, which is still in process. Discussion ensued on details of the MOU.

Commissioner Clinefelter raised concerns over losing future boat space if the Port commits to the additional parking spaces for the trail. Different scenarios were discussed. Commissioner Clinefelter explained he does not feel comfortable with the trailhead in the boatyard in the first place, especially with the potential hazard of big equipment mixing with traffic headed towards the trail.

Jeff Selby, PTC rep, explained an option is to bring the trail up along the bluff via Haines Street but that is in the future. He stated the RCO grant amount applied for is \$70K, which also includes two trail projects in Clallam County. The amount earmarked for the Port Townsend trail is \$20K.

Attorney Lake added that RCO grants require the funded project to be open for public use for at least 25 years. This would prevent the Port from being able to use this space for boats.

Commissioner Tucker stated he likes the idea of the trailhead but parking is the issue. He asked the PTC should consider submitting an RCO grant for moving the trail to the bluff. He said the Port would be happy to work on this plan with the PTC and the City.

Mr. Crockett reminded that years ago the Port gave money towards the construction of the Park & Ride area to deter trail traffic out of the boatyard.

Commissioner Clinefelter asked if the PTC's plans to paint the restroom would further hamper future available boat space. Ms. Lake replied that any portion of a project funded with RCO money is to be open to the public for 25 years.

Mr. Crockett said the Port could possibly dedicate land outside of the shipyard along the bluff for trail use.

Consensus from the Commission was that they could not approve the MOU.

Commissioner Tucker reiterated that the Port would be happy to meet with the PTC and the City to come up with other plans.

VIII. STAFF COMMENTS (1:03:15):

Mr. Pivarnik reported on the successful emergency repair of the Point Hudson Marina breakwater. He informed it was completed in five hours at a cost somewhere between \$52-54K.

He also announced he attended the talk at the Northwest Maritime Center on the Chatham Anchor, which was well attended.

Mr. Crockett explained he met this morning with different Port Townsend representatives who have interest in sharing booth space with the Port at the 2015 Seattle Boat Show. He also stated he is attending the PRTPO TAC meeting in Port Hadlock tomorrow.

IX. PUBLIC COMMENTS (1:06:40):

J.D. Gallant expressed his thoughts on the Quilcene budget. He believes money should be set aside for re-dredging of the marina, which will be needed in another 4-5 years. He also would like to meet with Commissioner Hanke, Larry Aase and Jim Speer to get ideas for a Quilcene maintenance. He said he understands Ms. Herzog's idea of using money for economic development but he does not want to see the marina neglected. He explained many people use the beach and marina in Quilcene and they are good for Quilcene's economy. He thanked the Commission and staff for this meeting.

Herb Beck said on the subject of economic development, he would like to see the Port help in establishing a community kitchen in Quilcene. He discussed the growing market for agricultural products and the need for people to have a place to prepare their products for market.

Jerry Johnson spoke in favor of a commercial kitchen.

Ron Hayes thanked the commission and staff for time invested on the engineering and grant process for the boat ramp expansion. This means a lot to small boaters and the second ramp will be good for Port Townsend's economy.

Mike Whittaker asked questions on Quilcene tax money the Port receives and where that money is earmarked.

Mr. Crockett reported the Port has put in over \$1M in the Quilcene Marina in the past seven years. He also agrees with Mr. Gallant that the Port does need to establish a process for Quilcene maintenance.

Linda Herzog agrees with the idea of a commercial kitchen in Quilcene. She also asked if staff could add to the Quilcene maintenance plan, the removal of the Quilcene swim float from the water prior to winter, to prevent further barnacle growth. She also thanked the Commission for coming to Quilcene.

X. COMMISSIONER COMMENTS (1:21:32):

Commissioner Hanke reported he recently attended a Fort Worden Advisory Committee meeting. He said the new PDA is taking advantage of grant monies for projects such as the docks, sewer, the sloping bank by the Port's stairs and a new maintenance shop. He said the PDA reservation counts are almost up to par.

Commissioner Hanke would also like the Commission to hold a meeting again in Quilcene in September.

Commissioner Tucker reported the Jefferson Energy Lunch was canceled this month to do a controversial energy topic.

He also reported on a successful project recently conducted on retrieving derelict crab pots from Port Townsend Bay. Sponsors were the Marine Resources Committee (MRC) and Dept. of Fish & Wildlife.

Lastly, Commissioner Tucker commented on the recent talk on the Chatham's anchor at the Maritime Center, which he also attended. He wasn't aware the Port had so much to do with

this project until the Port was thanked at the talk for hauling out the anchor, building the water box for the anchor, and helping to coordinate transportation of the anchor.

XI. NEXT MEETING/PUBLIC WORKSHOP: Next regular meeting will be held Wednesday, July 9, 2014 at 1:00 PM, with a Public Workshop preceding at 9:30 AM in the Port Commission Building, 333 Benedict St, Port Townsend.

XII. EXECUTIVE SESSION:

The regular session recessed into Executive Session, at 7:26 PM for a Real Estate matter and Potential Litigation, duration of twenty minutes with no action, pursuant to RCW 42.30.110 (b) (i).

The Executive Session formally began at 7:32 PM, once the room cleared of audience members.

At 7:46 PM, Ms. Nelson checked outside for waiting members of the public. Finding no one, the session continued.

At 7:52 PM, the session was extended another ten minutes. Ms. Nelson checked outside, again, finding no one.

AT 8:04 PM, the session was extended another five minutes. Ms. Nelson informed one waiting member of the public of the extension.

XIII. RECONVENING/ADJOURNMENT OF REGULAR MEETING:

The meeting reconvened and adjourned at 8:10 PM, there being no further action to come before the Commission.

ATTEST:

Peter W. Hanke, Secretary

Stephen R. Tucker, President

Brad A. Clinefelter, Vice President

BOATHAVEN OPERATIONS REPORT/MOORAGE

MONTH: JUNE

DATE: 7/5/2014

MONTHLY PERMS: 375

MONTHLY GUESTS: 24

# OF SLIPS BY SIZE	OCCUPIED	empty	% occ.
25' _____ 35	_____ 35	0	100%
27' _____ 11	_____ 11	0	100%
30' _____ 105	_____ 103	2	98%
35' _____ 24	_____ 24	0	100%
40' _____ 44	_____ 43	1	98%
45' _____ 41	_____ 40	1	98%
50' _____ 32	_____ 31	1	97%
OVER 52' _____ 7	_____ 7	0	100%
TOTAL: _____ 299	_____ 294	5	AVG: 99%

LINEAR SPACE/FT	OCCUPIED	% OCCUPIED
COMMERCIAL _____ 365	_____ 320	_____ 88%
RECREATIONAL _____ 1986	_____ 1836	_____ 92%
LIMITED ACC. _____ 1455	_____ 1440	_____ 99%
TOTAL: _____ 3806	_____ 3660	146 AVG: 96%

	CURR	PREV MO	YTD
NIGHTLY GUESTS:	547	539	1752
CREDIT SYSTEM:	45	39	183
TEMP TIE UP:	31	26	81
FREE NIGHTS:	0	0	1
PTYC:	32	13	68
RAMP/DAILY:	93	266	501
RAMP/ANNUAL:	59	80	331

WAIT LISTS	
25' PLEA:	<u>6</u>
27' PLEA:	<u>0</u>
30' PLEA:	<u>39</u>
35' PLEA:	<u>31</u>
40' PLEA:	<u>45</u>
45' PLEA:	<u>19</u>
50' PLEA:	<u>15</u>
OVER 52':	<u>10</u>
OVERWID	<u>0</u>
30' COMM.	<u>0</u>
40' COMM.	<u>0</u>
50' COMM:	<u>0</u>

TOTAL OCCUPANCY %: 97%

Port of Port Townsend

POINT HUDSON MARINA & RV PARK

MONTHLY OCCUPANCY REPORT & 5 YEAR COMPARISON

2014

MARINA NIGHTLY GUEST NIGHTS											
	2010		2011		2012		2013		2014		
	MNTH.	CUM.	MNTH.	CUM.	MNTH.	CUM.	MNTH.	CUM.	MNTH.	CUM.	
JAN	63	63	32	32	28	28	58	58	53	53	JAN
FEB	101	164	77	109	96	124	80	138	57	110	FEB
MAR	106	270	178	287	73	197	95	233	77	187	MAR
APRIL	199	469	180	467	240	437	159	392	209	396	APRIL
MAY	616	1085	618	1085	541	978	605	997	585	981	MAY
JUNE	601	1686	582	1667	749	1727	606	1603	520	1501	JUNE
JULY	1170	2856	1079	2746	1035	2762	1089	2692			JULY
AUG	1255	4111	1131	3877	1178	3940	1188	3880			AUG
SEPT	1008	5119	838	4715	831	4771	899	4779			SEPT
OCT	130	5249	154	4869	175	4946	214	4993			OCT
NOV	57	5306	58	4927	86	5032	138	5131			NOV
DEC	34	5340	54	4981	65	5097	64	5195			DEC

RV NIGHTLY GUEST NIGHTS											
	2010		2011		2012		2013		2014		
	MNTH.	CUM.	MNTH.	CUM.	MNTH.	CUM.	MNTH.	CUM.	MNTH.	CUM.	
JAN	175	175	173	173	176	176	180	180	285	285	JAN
FEB	286	461	214	387	221	397	261	441	150	435	FEB
MAR	338	799	239	626	229	626	359	800	249	684	MAR
APRIL	403	1202	341	967	445	1071	209	1009	546	1230	APRIL
MAY	628	1830	717	1684	638	1709	637	1646	706	1936	MAY
JUNE	654	2484	713	2397	645	2354	910	2556	1015	2951	JUNE
JULY	1256	3740	1215	3612	1247	3601	1275	3831			JULY
AUG	1228	4968	1257	4869	1300	4901	1293	5124			AUG
SEPT	1051	6019	1062	5931	1076	5977	1079	6203			SEPT
OCT	501	6520	501	6432	580	6557	694	6897			OCT
NOV	241	6761	258	6690	290	6847	352	7249			NOV
DEC	157	6918	176	6866	246	7093	165	7414			DEC

PERMANENT & SEASONAL TENANT SUMMARY

	AVAIL/GOAL	OCCUPIED	%
LTD ACCESS MOORAGE	40 SLIPS	39	98%
COMMERCIAL MOORAGE	850 FEET	846	100%
SEASONAL MOORAGE	32 SLIPS	3	9%
SEASONAL RV'S	10 SITES	1	10%
UNDESIRABLE	5 SLIPS	0	0%

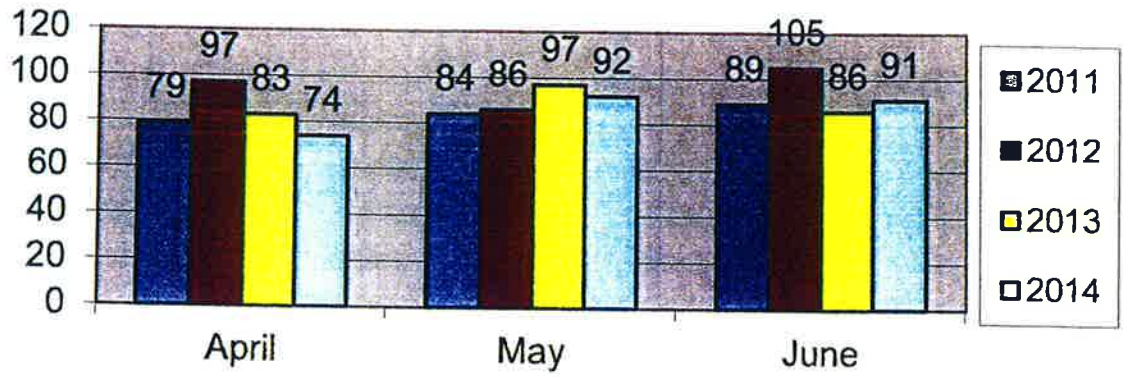
STORAGE OPERATIONS REPORT

DATE: 7/3/2014

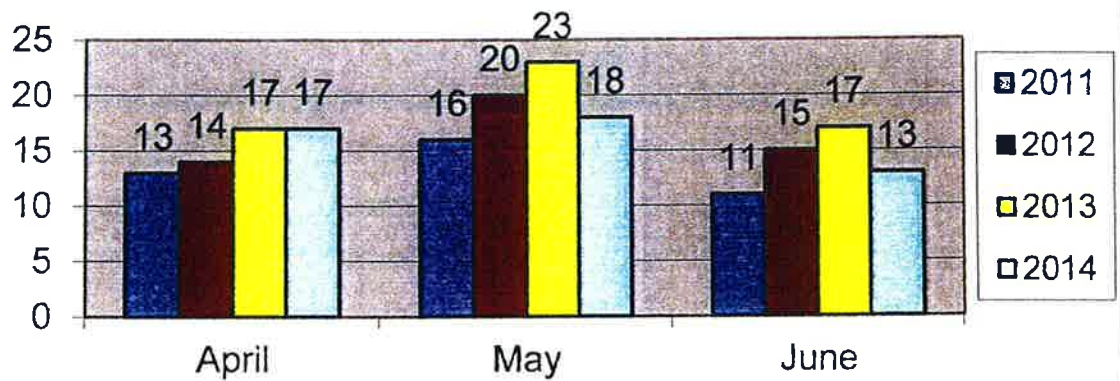
June-13

	JUN 2011	JUN 2012	JUN 2013	JUN 2014	2011 YEAR TO DATE	2012 YEAR TO DATE	2013 YEAR TO DATE	2014 YEAR TO DATE	REMARKS
HAUL-OUT									
BOAT YARD - OUT	89	105	86	91	349	382	377	389	
BOAT YARD - IN	105	117	90	110	379	378	362	396	
67% RE-BLOCK	8	5	3	7	43	18	35	43	
40% INSPECTION	6	3	1	4	20	12	15	12	
OTHER	2	4	2	6	29	15	15	28	
SUB TOTAL	210	234	182	218	813	805	809	868	
SHIP - OUT									
SHIP - OUT	11	15	17	13	63	78	93	76	
SHIP - IN	15	24	15	15	69	80	80	82	
SHIP - RE-BLOCK	0	0	0	1	7	8	1	6	
SHIP-INSPECTION	0	0	0	1	3	0	3	4	
SHIP - OTHER	1	0	0	0	2	2	3	0	
SUB TOTAL	27	39	32	29	144	168	179	168	
TOTAL	237	273	214	247	957	973	983	1036	
STORAGE									
PTBH - START	90	77	80	85					
PTBH - END	73	81	72	70					
PTBH-O.P.P.	19	21	20	25					
SHIP-START	9	18	17	17					
SHIP-END	8	9	15	15					
SHIP-O.P.P.	0	1	3	2					
PERM/FREE	0	0	0	0					PERMS
FREE DAYS	79	114	114	121					PAID R/T
PTBH lineal feet	2932	3301	2905	2937					
SHIP lineal feet	529	571	999	988					
Longterm Storage	22	17	17	25					BOATS
LONGTERM linear	781	665	690	907					
JCIA OPERATIONS REPORT					OFF PORT PROPERTY GOLD STAR - 9 STEPHENS - 1 DAY BOATS - 1 PT CO-OP - 7 HAVEN - 2 TBM - SMALL - 4 TBM - SHIP - 2				
HANGERS	11	13	13	12					
TIE DN - PAVED	2	2	2	2					
TIE DN - GRASS	2	1	1	0					
TIE DN - NIGHTLY	18	16	17	17					
W/L - HANGERS	2	0	0	0					

Round Trip Haul Outs 70/75 T



Round Trip Hoists 300 Ton



PORT OF PORT TOWNSEND

MEETING OF: July 9, 2014

AGENDA ITEM: V. Second Reading (Action Items)
A. Mutual Aid Agreement

BACKGROUND:

WPPA has proposed a mutual aid agreement for ports to sign on a voluntary basis. The agreement spells out details allowing member ports to share equipment and personnel during emergencies. It also provides for reimbursement to the lending port.

The agreement is attached. This is similar to mutual aid agreements found between public utility districts and fire districts.

Executive Director's Recommendation:

Direct staff and the Port Attorney to draft a mutual aid agreement for signature.

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.

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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:

*WASHINGTON PUBLIC PORT DISTRICT
OMNIBUS MUTUAL AID INTERLOCAL AGREEMENT*

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).

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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

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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.

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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.

*WASHINGTON PUBLIC PORT DISTRICT
OMNIBUS MUTUAL AID INTERLOCAL AGREEMENT*

**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: July 9, 2014

AGENDA ITEM: VI. First Reading
A. Shipyard Resurfacing Project

BACKGROUND:

Environmental Compliance Officer, Al Cairns, will brief the Commission on the resurfacing project and will provide an update on the July 7, 2014 mandatory site walkthrough. Mr. Cairns will discuss the contract and provide a "not to exceed" dollar amount for the project.

Executive Director's Recommendation:

For information and discussion.

Port of Port Townsend

Contract for Shipyard Resurfacing

THIS AGREEMENT is entered into between the Port of Port Townsend, hereinafter referred to as the "PORT," and _____, hereinafter referred to as "CONTRACTOR", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. CONTRACTOR is retained by the Port to: Remove and Replace gravel to a depth of 2" in an area of the Boat Haven facility as designated by the Port of Port Townsend and measuring approximately 100' X 465'.
2. Consultant Qualification. CONTRACTOR warrants that he/she has the required skills to perform the work specified in this agreement.
3. Scope of Services. CONTRACTOR shall provide the services based on the attached form
4. Time and Duration of Agreement. This contract shall be for the period August 4 - 8, 2014.
5. Payment. CONTRACTOR shall be paid \$ _____ plus tax.
6. Compliance with laws. CONTRACTOR shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations applicable to the services to be rendered under this agreement.
- 7: Prevailing Wages:

The PORT is committed to complying with the Washington Public Works Act, Chapter 39.12 RCW entitled "Prevailing Wages on Public Works", and Chapter 49.28 RCW entitled "Hours of Labor". It is the PORT's intention that the prevailing rate of wages be paid on all public works projects, regardless of the contract amounts. The responsibilities for adherence to the Public Works Act are specified in the Statement of Intent, Prevailing Wages in Public Works document. All contractors to the PORT shall be required to comply with the responsibilities outlined therein. CONTRACTOR shall pay all fees and obtain all forms and provide such information related to paying prevailing wages, applicable to this project, including STATEMENT OF INTENT TO PAY PREVAILING WAGES and AFFIDAVIT OF WAGES PAID forms.

A Statement of Intent to Pay Prevailing Wages and current prevailing wage rates for the work shall be posted on the work site. At the conclusion of the Contract, the CONTRACTOR and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification by the director. Final payment on the Contract shall be withheld until certification from the director has been received by the PORT that the prevailing wage requirements of the statute have been satisfied. The CONTRACTOR certifies that it has not been cited for two (2) violations within the last five (5) years, and is not prohibited from bidding on public works contracts. The CONTRACTOR further certifies that it will use no subcontractor who is prohibited.

8. Hold Harmless and Indemnification. CONTRACTOR shall indemnify, defend and hold harmless the PORT, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorneys fees and costs, arising from injury, sickness, disease or death to persons, including injuries, sickness, disease or death to Consultant or damage to property occasioned by a negligent act, omission or failure of the Consultant.

9. Independent Contractor. CONTRACTOR and the PORT agree that CONTRACTOR is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. CONTRACTOR shall not be entitled to any benefits accorded PORT employees by virtue of the services provided under this agreement. The PORT shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the State Industrial Insurance program, otherwise assuming the duties of an employer with respect to CONTRACTOR.

10. Assignment. CONTRACTOR shall not sublet or assign any of the services covered by this agreement without the expressed written consent of the PORT.

11. Drug-Free Workplace Policy. The PORT has adopted a Drug-Free Workplace Policy that the workplace will be a drug free environment conducive to conducting the PORT's business free from unlawful manufacture, distribution, dispensing, possession or use of controlled substances. This policy applies to PORT Commissioners, PORT employees, and contractors conducting business on PORT property.

12. Equal Opportunity Policy. All persons or entities performing work for the Port shall provide equal opportunity to all of its employees and applicants for employment and assure that there is no discrimination on the basis of race, color, region, national origin, sex, age, marital status, or physical disability unless based upon a bona fide occupational qualification. All persons or entities performing services for the PORT must insure that the foregoing extend to all areas of employment and to all relations with employees including recruitment, selection, placement, compensation, promotion and transfer, training, daily working conditions, awards and benefits, and all other terms and conditions of employment as provided for in state and national laws. CONTRACTOR hereby agrees to abide by applicable regulations during the course of this agreement.

13. Termination. The PORT reserves the right to terminate this agreement at any time by giving ten (10) days written notice to CONTRACTOR.

14. Integrated Agreement. This agreement together with attachments or addenda, represents the entire and integrated agreement between the PORT and CONTRACTOR and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both PORT and CONTRACTOR.

DATED this _____ day of _____ 2014.

CONTRACTOR

PORT OF PORT TOWNSEND

Larry C. Crockett, Executive Director

APPROVED AS TO FORM:

Port Attorney

PORT OF PORT TOWNSEND

MEETING OF: July 9, 2014

AGENDA ITEM: VI. First Reading
B. Parking Policy

BACKGROUND:

Parking within the Boat Haven has come up from time to time as an issue. Recently, it was brought to Commission and Staff attention illustrating the conflict between lease tenants and other users of Port facilities.

As we review existing Port policies we should add this one to the list. Staff will review the existing policy and a number of issues that arise from having an open facility.

We should add this to a future workshop agenda for more detailed discussion.

Executive Director's Recommendation:

For discussion and direction as appropriate.



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. 053104 through No. 053128, are approved for payment in the amount of \$132,996.11 on this 9th day of July, 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	
053119	6/30/2014	AFL010	AFLAC					Check Entry Number: 001
			549202	6/30/2014	811.29	0.00	811.29	
053120	6/30/2014	BAN001	Bank Of America					Check Entry Number: 001
			06/30/14	6/30/2014	19,150.17	0.00	19,150.17	
053121	6/30/2014	NOR020	Northwest Administrators, Inc.					Check Entry Number: 001
			06/30/14NW	6/30/2014	23,796.40	0.00	23,796.40	
053122	6/30/2014	PEJ001	Peninsula Credit Union					Check Entry Number: 001
			06/30/14	6/30/2014	650.00	0.00	650.00	
053123	6/30/2014	POR001	Auditor's Revolving Fund					Check Entry Number: 001
			06/30/14	6/30/2014	32,506.28	0.00	32,506.28	
053124	6/30/2014	SPE010	James Speer					Check Entry Number: 001
			06/30/14	6/30/2014	250.00	0.00	250.00	
053125	6/30/2014	TEA001	Teamsters Local 589					Check Entry Number: 001
			06/30/2014	6/30/2014	1,213.00	0.00	1,213.00	
053126	6/30/2014	WA0302	State of Washington					Check Entry Number: 001
			06/30/14DC	6/30/2014	1,175.00	0.00	1,175.00	
053127	6/30/2014	WA0801	State of Washington					Check Entry Number: 001
			06/30/14HC	6/30/2014	15,315.83	0.00	15,315.83	
053128	6/30/2014	WA1801	State of Washington					Check Entry Number: 001
			6/30/14DRS	6/30/2014	18,582.29	0.00	18,582.29	
Report Total:					113,450.26	0.00	113,450.26	



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 053129 through No. 053189, are approved for payment in the amount of \$172,223.66 on this 9th day of July, 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
053129	7/9/2014	ADM002	Admiral Ship Supply Inc.				Check Entry Number: 001
			16044	5/27/2014	36.97	0.00	36.97
			16325	5/30/2014	143.88	0.00	143.88
			16383	5/30/2014	141.00	0.00	141.00
			17389	6/11/2014	37.04	0.00	37.04
			18074	6/19/2014	36.62	0.00	36.62
			Check 053129 Total:		395.51	0.00	395.51
053130	7/9/2014	ARR010	Arrow Lumber Port Townsend				Check Entry Number: 001
			78702	6/2/2014	278.87	0.00	278.87
			78721	6/3/2014	535.47	0.00	535.47
			78739	6/5/2014	64.03	0.00	64.03
			78799	6/16/2014	30.67	0.00	30.67
			78823	6/18/2014	51.23	0.00	51.23
			78882	6/25/2014	105.86	0.00	105.86
			78900	6/27/2014	217.99	0.00	217.99
			Check 053130 Total:		1,284.12	0.00	1,284.12
053131	7/9/2014	BRA050	Glen Bradshaw				Check Entry Number: 001
			07012014	7/1/2014	17.00	0.00	17.00
053132	7/9/2014	CAI040	AI Cairns				Check Entry Number: 001
			06302014	6/30/2014	133.28	0.00	133.28
053133	7/9/2014	CAN015	Robert Cannon				Check Entry Number: 001
			06262014	6/26/2014	18.78	0.00	18.78
053134	7/9/2014	CAR001	Carl's Building Supply				Check Entry Number: 001
			1406690235	6/2/2014	506.63	0.00	506.63
			1406690335	6/2/2014	107.43	0.00	107.43
			1406693286	6/18/2014	106.17	0.00	106.17
			1406694280	6/23/2014	72.31	0.00	72.31
			Check 053134 Total:		792.54	0.00	792.54
053135	7/9/2014	CEN010	Central Welding Supply				Check Entry Number: 001
			87768	6/26/2014	79.92	0.00	79.92
053136	7/9/2014	CIT001	City Of Port Townsend				Check Entry Number: 001
			06302014	6/30/2014	9,052.78	0.00	9,052.78
053137	7/9/2014	CLI060	Cliff Prince				Check Entry Number: 001
			06202014	6/20/2014	50.00	0.00	50.00
053138	7/9/2014	CLI070	Brad Clinefelter				Check Entry Number: 001
			06302014	6/30/2014	86.24	0.00	86.24
053139	7/9/2014	CON050	Consolidated Electric Dist.				Check Entry Number: 001
			5948624586	6/13/2014	70.09	0.00	70.09
053140	7/9/2014	COO050	Cooper Fuel & Auto Repair				Check Entry Number: 001
			078123	6/19/2014	3,364.91	0.00	3,364.91
			086057	6/16/2014	3,600.77	0.00	3,600.77
			086076	6/23/2014	4,088.79	0.00	4,088.79
			087483	6/26/2014	968.27	0.00	968.27
			Check 053140 Total:		12,022.74	0.00	12,022.74
053141	7/9/2014	CRO001	Lawrence C Crockett				Check Entry Number: 001
			06302014	6/30/2014	150.02	0.00	150.02
053142	7/9/2014	DEL001	Delta Pollution Control, Inc				Check Entry Number: 001
			15726	6/30/2014	1,594.43	0.00	1,594.43
053143	7/9/2014	DEP020	Department of Commerce				Check Entry Number: 001
			CERB2197	6/16/2014	61,000.00	0.00	61,000.00
053144	7/9/2014	GOO002	Good Man Inc.				Check Entry Number: 001
			78343	6/18/2014	414.20	0.00	414.20
			78546	7/1/2014	561.96	0.00	561.96
			Check 053144 Total:		976.16	0.00	976.16
053145	7/9/2014	GOO020	Goodstein Law Group				Check Entry Number: 001
			10201406	7/1/2014	6,794.57	0.00	6,794.57
			11201401	7/1/2014	104.40	0.00	104.40
			1201406	7/1/2014	2,401.80	0.00	2,401.80
			Check 053145 Total:		9,300.77	0.00	9,300.77
053146	7/9/2014	GRA005	Grainger				Check Entry Number: 001
			9470124869	6/18/2014	259.88	0.00	259.88
			9470141780	6/18/2014	752.89	0.00	752.89
			Check 053146 Total:		1,012.77	0.00	1,012.77
053147	7/9/2014	GRE040	Kirk Gresham				Check Entry Number: 001
			06302014	6/30/2014	176.00	0.00	176.00
053148	7/9/2014	HAD001	Hadlock Building Supply				Check Entry Number: 001
			B21348	6/25/2014	180.91	0.00	180.91
			C25248	6/13/2014	103.50	0.00	103.50
			C25733	6/16/2014	17.02	0.00	17.02
			C26938	6/23/2014	77.37	0.00	77.37
			C27415	6/25/2014	34.86	0.00	34.86
			Check 053148 Total:		413.66	0.00	413.66
053149	7/9/2014	HAN003	Jerry Hanson				Check Entry Number: 001
			06272014	6/27/2014	29.25	0.00	29.25
053150	7/9/2014	HAN040	Pete Hanke				Check Entry Number: 001
			06302014	6/30/2014	316.99	0.00	316.99
053151	7/9/2014	HEN002	Henery Hardware				Check Entry Number: 001
			06252014	6/25/2014	2,060.60	0.00	2,060.60
053152	7/9/2014	HEN006	Quilcene Henery's Hardware				Check Entry Number: 001
			06252014	6/25/2014	139.42	0.00	139.42
053153	7/9/2014	HIL010	M. W. Hillman Consulting				Check Entry Number: 001

Bank Code: W - WARRANTS PAYABLE							
Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Invoice Amount	Discount Applied	Payment Amount
			06302014	6/30/2014	1,572.50	0.00	1,572.50
053154	7/9/2014	JC0003	Jefferson County - Public Work				Check Entry Number: 001
			06302014	6/30/2014	1,101.61	0.00	1,101.61
053155	7/9/2014	JC1005	Jefferson County Fire - Rescue				Check Entry Number: 001
			07022014	7/2/2014	4,590.00	0.00	4,590.00
053156	7/9/2014	MAC070	Robert Mackey				Check Entry Number: 001
			06192014	6/19/2014	93.20	0.00	93.20
053157	7/9/2014	MAR031	Marine Vacuum Service, Inc.				Check Entry Number: 001
			51405	6/13/2014	1,778.66	0.00	1,778.66
053158	7/9/2014	MCM030	Pat McMahon				Check Entry Number: 001
			07012014	7/1/2014	5.58	0.00	5.58
053159	7/9/2014	MOU010	Mountain Propane				Check Entry Number: 001
			06132014	6/13/2014	10.89	0.00	10.89
053160	7/9/2014	NEL001	Sue Nelson				Check Entry Number: 001
			06302014	6/30/2014	52.08	0.00	52.08
053161	7/9/2014	OES001	OESD 114				Check Entry Number: 001
			07012014	7/1/2014	6,973.68	0.00	6,973.68
			1314001058	6/17/2014	3,689.26	0.00	3,689.26
			Check 053161 Total:		10,662.94	0.00	10,662.94
053162	7/9/2014	OLY003	Olympic Springs, Inc.				Check Entry Number: 001
			06302014	6/30/2014	10.85	0.00	10.85
053163	7/9/2014	OLY005	Olympic Synthetic Products				Check Entry Number: 001
			170160	6/23/2014	3,344.12	0.00	3,344.12
053164	7/9/2014	OLY030	OlympusNet				Check Entry Number: 001
			18670	6/26/2014	69.45	0.00	69.45
053165	7/9/2014	ORI050	Orion Marine Group				Check Entry Number: 001
			09P0008401	7/3/2014	31,965.19	0.00	31,965.19
053166	7/9/2014	PAC004	Pacific Office Equipment Co				Check Entry Number: 001
			927415	6/30/2014	54.50	0.00	54.50
			927416	6/30/2014	32.70	0.00	32.70
			927417	6/30/2014	1.91	0.00	1.91
			927418	6/30/2014	12.01	0.00	12.01
			927419	6/30/2014	261.37	0.00	261.37
			Check 053166 Total:		362.49	0.00	362.49
053167	7/9/2014	POR005	Port Townsend Leader				Check Entry Number: 001
			07022014	7/2/2014	208.00	0.00	208.00
053168	7/9/2014	POR025	Port Townsend Muffler & Fab.				Check Entry Number: 001
			7983	6/23/2014	40.24	0.00	40.24
053169	7/9/2014	POW070	Powerplan - OIB				Check Entry Number: 001
			9025260	6/23/2014	147.32	0.00	147.32
053170	7/9/2014	PUD001	Pud District #1				Check Entry Number: 001
			06182014	6/18/2014	471.25	0.00	471.25
053171	7/9/2014	PUD005	PUD #1 of Jefferson County				Check Entry Number: 001
			06182014	6/18/2014	341.72	0.00	341.72
053172	7/9/2014	QUE030	Queensboro Shirt Co				Check Entry Number: 001
			1152633	5/28/2014	13.90	0.00	13.90
			1200790	5/28/2014	269.19	0.00	269.19
			Check 053172 Total:		283.09	0.00	283.09
053173	7/9/2014	QUI001	Quill Corporation				Check Entry Number: 001
			3958593	6/24/2014	519.13	0.00	519.13
053174	7/9/2014	QUI080	Robert Quick				Check Entry Number: 001
			04112014	4/11/2014	29.34	0.00	29.34
053175	7/9/2014	SAN003	Sanderson				Check Entry Number: 001
			518323401	6/3/2014	193.13	0.00	193.13
053176	7/9/2014	SHO010	Shold Excavating Inc				Check Entry Number: 001
			28935	6/29/2014	61.51	0.00	61.51
053177	7/9/2014	SKO000	Skookum Contract Services				Check Entry Number: 001
			9013898	7/2/2014	6,606.08	0.00	6,606.08
053178	7/9/2014	SPE001	SOS Printing				Check Entry Number: 001
			49506	6/26/2014	15.91	0.00	15.91
053179	7/9/2014	STA005	Staples Credit Plan				Check Entry Number: 001
			06152014	6/15/2014	95.87	0.00	95.87
053180	7/9/2014	SUN070	Jon Sundstrom				Check Entry Number: 001
			06192014	6/19/2014	100.19	0.00	100.19
053181	7/9/2014	TER005	Terry's Lock & Safe				Check Entry Number: 001
			062414396	6/26/2014	79.57	0.00	79.57
053182	7/9/2014	TER030	Terrapin Architecture PC				Check Entry Number: 001
			14111	6/4/2014	865.00	0.00	865.00
053183	7/9/2014	TUC050	Stephen Tucker				Check Entry Number: 001
			06302014	6/30/2014	8.18	0.00	8.18
053184	7/9/2014	TWI001	Twiss Analytical Labs				Check Entry Number: 001
			1468224	6/24/2014	588.00	0.00	588.00
			1470063	6/28/2014	21.00	0.00	21.00
			Check 053184 Total:		609.00	0.00	609.00
053185	7/9/2014	UPS020	The UPS Store				Check Entry Number: 001
			06302014	6/30/2014	10.02	0.00	10.02
053186	7/9/2014	VER001	Verizon Wireless, Bellevue				Check Entry Number: 001
			06152014	6/15/2014	225.30	0.00	225.30
053187	7/9/2014	WAS003	Washington Public Ports Assn.				Check Entry Number: 001
			014356	6/16/2014	1,420.00	0.00	1,420.00
053188	7/9/2014	WES006	Westbay Auto Parts, Inc.				Check Entry Number: 001
			06252014	6/25/2014	664.18	0.00	664.18
053189	7/9/2014	WIN003	Windridge Solutions				Check Entry Number: 001
			215	7/1/2014	2,437.00	0.00	2,437.00

Bank Code: W - WARRANTS PAYABLE

Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Invoice Amount	Discount Applied	Payment Amount
				Report Total:	172,223.66	0.00	172,223.66