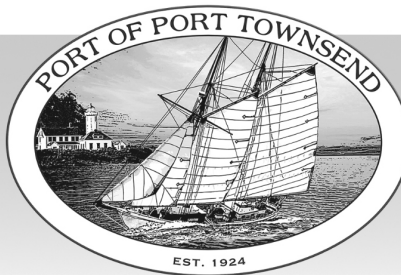


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Port Townsend, WA 98368



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**Regular Commission Meeting  
2nd Monthly Meeting Agenda**

**Wednesday, January 22, 2025, 5:30 p.m.**

**Point Hudson Pavilion Building, 355 Hudson Street, Port Townsend, & via Zoom**

**<https://zoom.us/> – or call (253) 215-8782 – and use Webinar ID: 862 6904 3651, Password:  
911887**

- I. Call to Order / Pledge of Allegiance
- II. Approval of Agenda
- III. Public Comments .....
- IV. Consent Agenda
  - A. Approval of Workshop and Business Meeting Minutes from January 8, 2025 .....3-8
  - B. Approval & Ratification of Warrants .....9-25
  - C. Resolution 836-25 Authorizing Issuance of Checks and Warrants Prior to Approval of the Commission (Superseding Resolution 737-20).....26-31
  - D. Ratify Addition of 30-34 ft Vessels on 2025 Rate Card for Herb Beck Marina .....32-34
  - E. Authorize Thomas B. Powell d/b/a Port Townsend Furniture Clinic, Boat Haven Building Lease .....35-62
  - F. Authorizing Board of Regents of the University of Washington – Point Hudson Building Lease (Sea Grant) .....63-82
  - G. Authorize KSA Agreement for Airport Master Plan Update .....83-129
  - H. Execution of Professional Services Agreement with Kennedy Jenks Consultants for Engineering Support During Construction of the Boat Haven Boatyard Stormwater Improvement Project..... 130-161
- V. First Reading – none
- VI. Second Reading
- VII. Recess to a Meeting of the Industrial Development Corporation of the Port of Port Townsend
  - A. Agenda ..... 162
  - B. Election of Year 2025 IDC Officers ..... 163
  - C. Approval of January 10, 2024, IDC Minutes ..... 164-165
  - D. Review of IDC Financial Statement for 2024 ..... 166-167
  - E. Joint Resolution 2025-1-IDC Amending Article IV of the IDC’s Bylaws Concerning Regular Meetings ..... 168-184
- VIII. Regular Business
  - A. Joint Resolution 837-25 Amending Article IV of the IDC’s Bylaws Concerning Regular Meetings ..... 185
- IX. Staff Comments
- X. Commissioner Comments

XI. Next Public Workshop and Regular Business Meeting:

Thursday, January 30, 2025 WPPA Port and Maritime Day Capital Bldg./Columbia Rm, Olympia.

Wednesday, February 12, 2025 at 9:30 a.m. Workshop and at 1:00 p.m. Business Meeting at the Pavilion Building & via Zoom

XII. Executive Session – None Scheduled

XIII. Adjournment

Informational Items .....186

- Contract Update..... 187
- Commission Meeting Schedule..... 188-191

## PORT COMMISSION WORKSHOP MEETING – Wednesday, January 8, 2025

The Port of Port Townsend Commission met in workshop session at the Point Hudson Pavilion Building, 355 Hudson Street, Port Townsend, and also online via Zoom.

Present: Commissioners Petranek and Hasse with Commissioner Hanke excused  
(Commissioner Hanke joined via telephone at 10:05-10:25 a.m.)  
Executive Director Eron Berg  
Director of Capital Projects and Port Engineer Matt Klontz  
Harbormaster Kristian Ferrero  
Port Recorder Joanna Sanders

## I. CALL TO ORDER (Rec. 00:00:00):

Commissioner Hasse called the meeting to order at 9:30 a.m.

## II. PUBLIC COMMENT (Rec. 00:46:00):

Steven Nucci: recommended as part of the roundtable discussion that the Port consider drainage areas at JCIA as methods of stormwater management. As a mobile technician, he also urged retaining accessible parking at the Port and asked about plans for GFCI updates. Eron Berg reviewed plans for updating dock GFCI.

## III. COMMISSIONER ROUNDTABLE (Rec. 00:30:00):

Commission discussion topics/ideas were structured by Port location as follows with Staff overlaying explanations of planned capital projects and improvements:

JCIA: acting on community-member suggestion to create a wildflower paradise, affordable industrial park start-up spaces; discontinuing use of lead fuel, transit connection, and plans for a pilot lounge for reviewing flight plans, etc.

Point Hudson: master plan references to community's desire to get RVs off the Point and staff discussion of use of RV revenues for Point Hudson infrastructure and facility improvements; boat storage in the back 40, carving shed or structure for native presence, adding a first nations land acknowledgement, solar panels on roofs and alternative energy exploration, and widening of Jefferson Street.

Boat Haven: solicit from lease tenants needed building improvements, continue planning alternatives for Benedict Spit, consider options for further limiting vehicles transiting through Boat Haven, and expand areas for small boat/trailers.

Quilcene: Commission concurred with plans in process for boat ramp improvements and a campsite (with future inclusion of walk-in camping spots).

ICG: Future topics included agency leadership transition and County Shoreline Master Plan.

## IV. ADJOURNMENT (Rec. 01:21:00):

The meeting adjourned at 10:52 a.m., there being no further business before the Commission.

ATTEST:

\_\_\_\_\_  
Pamela A. Petranek, Secretary

\_\_\_\_\_  
Peter W. Hanke, President

\_\_\_\_\_  
Carol L. Hasse, Vice President

PORT COMMISSION REGULAR BUSINESS MEETING – Wednesday, January 8, 2025

The Port of Port Townsend Commission met for a regular business session at the Point Hudson Pavilion Building, 355 Hudson Street, Port Townsend, and also online via Zoom.

Present: Commissioners Hanke, Hasse and Petranek  
Executive Director Eron Berg  
Deputy Director Eric Toews  
Director of Finance and Administration Connie Anderson  
Director of Capital Projects and Port Engineer Matt Klontz  
Lease and Contracts Administrator Sue Nelson  
Port Recorder Joanna Sanders  
Via Zoom: Attorney Seth Woolson

- I. CALL TO ORDER & PLEDGE OF ALLEGIANCE (Rec. 00:01:00)  
Commissioner Hanke called the meeting to order at 1:01 p.m.
- II. APPROVAL OF AGENDA (Rec. 00:01:38)  
There were no changes.
- III. PUBLIC COMMENTS – GENERAL (Rec. 00:01:45)
- IV. SPECIAL PRESENTATION: Recognition of Five-Year Anniversaries for Rick Heim and Nathan Sherwood. Eron Berg noted staff were unable to attend today; postponed to a future meeting. (Rec. 00:01:58)
- V. CONSENT AGENDA (Rec. 00:03:01)
  - A. Approval of Workshop and Regular Business Meeting Minutes of December 18, 2024, Special Business Meeting Minutes of November 21 and December 20, 2024
  - B. Approval & Ratification of Warrants
    - Warrant #069509 in the amount of \$390.46
    - Electronic Debit in the amount of \$7,340.21
    - Electronic Debits in the amount of \$63.75 and \$17,071.30
    - Warrant #069577 through #069579 and Electronic Payments in the total amount of \$134,721.43
    - Warrant #069580 through #069596 in the amount of \$125,123.75
    - Warrant #069597 through #069601 and Electronic Payment in the total amount of \$267,147.55
    - Warrant #069602 through #069644 in the total amount of \$41,445.84
  - C. Todd Flye d/b/a On The Flye, Boat Haven Land Lease
  - D. Northwest Maritime Center, Marine Thrift Store, Boat Haven Building (#9) Lease
  - E. Authorizing Admiral Ship Lease Amendment #2

**Unanimous approval of the Consent Agenda as written with an amendment to page 4 of the minutes of December 18, 2024 to include in the motion text language on the legislative agenda the word “electric.”**

VI. SECOND READING - None

VII. FIRST READING - None

VIII. REGULAR BUSINESS (Rec. 00:04:52)

A. 2025 Organizational Topics

1. Election of Commission Officers

**Unanimous approval of motion on a slate of officers with Carol Hasse as President, Pam Petranek as Vice President, and Pete Hanke as Secretary to serve through 2025.**

Commissioner Hasse took over as presiding officer of the meeting.

2. Committee Assignments

Discussed was the removal the Food Resilience Committee, and the meeting day of the North Olympic Development Council to reflect it is held on the 4<sup>th</sup> Thursday. Commissioner Petranek might attend an occasional NODC meeting.

**Unanimous approval of a motion adopting the list of Committee Assignments for 2025 with the changes as noted.**

3. Resolution 833-25 Commission Meeting Procedures

Eron Berg reviewed the topics of discussion as detailed in the informational memo. Discussed were modifications to the meeting schedule in May and October to avoid conflicts, rescheduling the May 15 ICG meeting, but leaving the October 22 meeting unchanged, and making an additional change under Voucher Approval section to read Resolution 737-20 (as adopted or amended) to be flexible enough to accept a change coming forward at the next meeting without having to return to revise this procedure.

There was some discussion Commissioner Compensation with comments for and against expanding the number of meetings for which the Commission would receive compensation.

**Unanimous approval of a motion to approve Resolution 833-25 Commission Meeting Procedures as amended (changing the May 14 meeting to May 7, leaving the Commission meeting on October 22) and approving an additional amendment to the Voucher Approval section to read Resolution 737-20 (as adopted or amended).**

4. Resolution 835-25 Delegation of Management Authority

Executive Director Eron Berg reviewed the proposed changes detailed in the cover memorandum. A minor typographical change will be made to page 6 under item V to read "...Excepting those Covered by Paragraph XIII Below."

**Unanimous approval of a motion to approve Resolution 835-25 Delegation of Management Authority (as amended).**

Commission Annual Retreat Revisit Dates of March 20/21, 2025

Staff and the Commission considered alternate dates and settled on March 26/27 daytime meetings at the JCIA library and agreed to cancel or modify the time for the evening meeting for any needed business.

IX. STAFF COMMENTS (Rec. 00:41:33)

Executive Director Eron Berg briefed the Commission on a proposed modification and removal of the Larry Scott Trail restroom facilities in the Boat Haven, but retaining the portable toilets. Commission discussion ensued about alternative restroom locations, expanding yard storage in that area, and/or public restroom options. They requested additional discussion.

Deputy Director Eric Toews reported on grant funding opportunities (Western Boat Yard Expansion and commercial basin in-water infrastructure renovation), and a survey assessment of the *Elmore*.

Director of Finance and Administration Connie Anderson reported on efforts for the closure of the 2024 financials.

Lease and Contracts Administrator Sue Nelson noted the accumulative CPI rate will soon be released and will be used to update lease rates. A hangar audit is being conducted and she is working with Port-owned hangar owners to get in compliance with insurance requirements.

Capital Projects and Port Engineer Matt Klontz reported that on February 10, the Port will kick off the Boat Haven Stormwater Project with concrete tanks and a contract will be coming forward to the Commission on the Master Plan Update.

Harbormaster Kristian Ferrero responded to questions about the implementation of vessel buoy testing as part of the Vessel Turn-In Program.

X. COMMISSIONER COMMENTS (Rec. 01:06:00)

Commissioner Petranek reported attending an EDC meeting where they will begin interviewing Executive Director applicants. In February, interviews would be conducted. The current *Our Working Waterfront* will feature *Elmore* as well as E.L. Burleson who has two vessels in the yard.

Commissioner Hanke commented on the Industrial Development Levy that will be the main feature of the next Port report.

Commissioner Hasse reported she attended a Marine Resources Committee meeting last night where they reviewed Northwest Straits Commission grant funding, including expanding the protection for the kelp beds that are the healthiest in the Salish Sea in this area.

XI. NEXT PUBLIC WORKSHOP & REGULAR BUSINESS MEETING (Rec. 01:12:10)

Regular Business Meeting on Wednesday, January 22, 2025 at 5:30 p.m.

XII. EXECUTIVE SESSION – None

XIII. ADJOURNMENT (Rec. 01:12:21)

At 2:15 p.m., the meeting adjourned there being no further business before the Commission.

ATTEST:

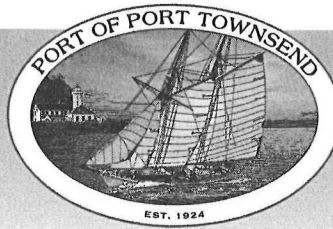
\_\_\_\_\_  
Peter W. Hanke, Secretary

\_\_\_\_\_  
Carol L. Hasse, President

\_\_\_\_\_  
Pamela A. Petranek, Vice President



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### **ELECTRONIC DEBIT – Kitsap 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 materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation of the Port of Port Townsend, that we are authorized to authenticate and certify said claim, and that the Electronic Debit from the Port Checking Account held at Kitsap Bank is approved for payment in the amount of **\$51,875.09 is ratified.**

**Signed and Authenticated** on this 22nd day of January, 2025.

For: 4th Quarter Payroll Taxes in the amount of **\$51,875.09**

\_\_\_\_\_  
Commissioner Pete W. Hanke

\_\_\_\_\_  
Commissioner Carol Hasse

\_\_\_\_\_  
Commissioner Pam Petranek

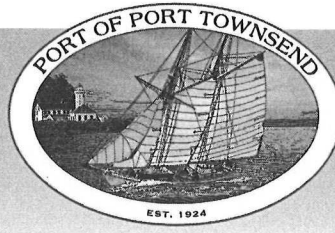
\_\_\_\_\_  
Connie Anderson, Director of  
Finance And Administration

Port of Port Townsend (PTA)

Bank: K KITSAP BANK

Check Number/ Invoice Number	Check Date Invoice Date	Vendor Number Invoice Amount	Discount	Distribution Amount	Check Amount
W000001039 Check Comment: 4th QRT Payroll Taxes CKW00000103901	1/8/2025	WA0300 Dept. of Labor & Industries			42,423.57
	1/8/2025	42,423.57	0.00		
G/L Account: 213-6500-00		P/R TAX PAYABLE - LNI		42,423.57	
W000001040 Check Comment: 4th Qtr Payroll Taxes CKW00000104002	1/8/2025	WA0501 Employment Security Department			9,451.52
	1/8/2025	9,451.52	0.00		
G/L Account: 213-6500-01		PR TAXES PAYABLE-PD FAMILY MEDICAL LEAVE		4,513.37	
G/L Account: 781-9300-29		MISCELLANEOUS EXP: ACCTG		3.56	
G/L Account: 213-6500-02		PR TAXES PAYABLE - WA CARES LTC		4,933.06	
G/L Account: 781-9300-29		MISCELLANEOUS EXP: ACCTG		8.65	
Check W000001040 Total:		9,451.52	0.00	9,451.52	9,451.52
Bank K Total:		51,875.09	0.00	51,875.09	51,875.09
Report Total:		51,875.09	0.00	51,875.09	51,875.09

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**Signed and Authenticated** on this 22nd day of January, 2025.

For: Contracted Service Fees in the amount of **\$492.30**

\_\_\_\_\_  
Commissioner Pete W. Hanke

\_\_\_\_\_  
Commissioner Carol Hasse

\_\_\_\_\_  
Commissioner Pam Petranek

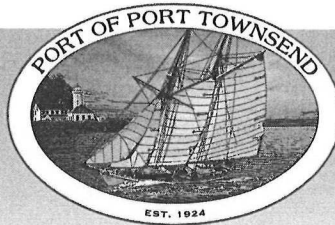
\_\_\_\_\_  
Connie Anderson, Director of  
Finance And Administration

Port of Port Townsend (PTA)

Bank: K KITSAP BANK

Check Number/ Invoice Number	Check Date Invoice Date	Vendor Number Invoice Amount	Discount	Distribution Amount	Check Amount
W000001048 CKW00000104801	11/30/2024	DSD050 DSD Business Systems			492.30
	11/30/2024	492.30	0.00		
G/L Account: 761-3100-19		CONTRACT SERVICES: P. H. MARINA & RV		492.30	
	<b>Bank K Total:</b>	492.30	0.00	492.30	492.30
	<b>Report Total:</b>	492.30	0.00	492.30	492.30

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## **ELECTRONIC DEBIT – Kitsap Bank**

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**Signed and Authenticated** on this 22nd day of January, 2025.

For: Bank Fees in the amount of **\$61.95** and Credit Card Fees and Contracted Service Fees in the amount of **\$17,356.09**

\_\_\_\_\_  
 Commissioner Pete W. Hanke

\_\_\_\_\_  
 Commissioner Carol Hasse

\_\_\_\_\_  
 Commissioner Pam Petranek

\_\_\_\_\_  
 Connie Anderson, Director of  
 Finance And Administration

Port of Port Townsend (PTA)

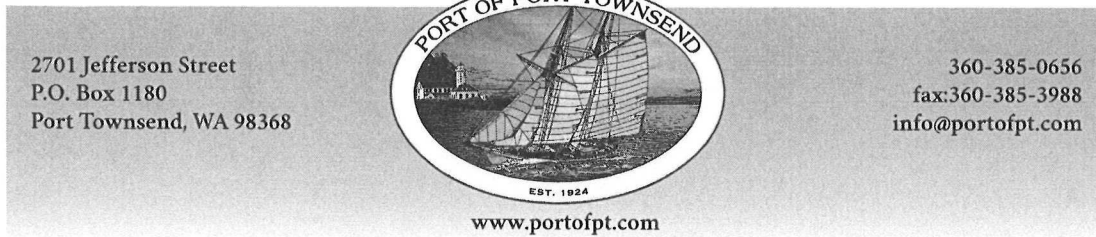
Bank: K KITSAP BANK

Check Number/ Invoice Number	Check Date Invoice Date	Vendor Number Invoice Amount	Discount	Distribution Amount	Check Amount
W000001042 CKW00000104201	12/31/2024	MOL010 Molo Inc.			14,213.33
	12/31/2024	14,213.33	0.00		
G/L Account: 761-7700-21		BANK CHARGES: RAMP		140.41	
G/L Account: 761-3100-21		RAMP - CONTRACT SERVICES		2.53	
G/L Account: 721-7700-02		BANK CHARGES: MOOR		4,653.41	
G/L Account: 721-3100-02		CONTRACT SERVICES: MOOR		822.87	
G/L Account: 761-7700-17		BANK CHARGES: PROP RENT		874.79	
G/L Account: 761-3100-17		CONTRACT SERVICES: PROP RENT		154.69	
G/L Account: 711-7700-22		BANK CHARGES: JCIA		300.32	
G/L Account: 711-3100-22		CONTRACT SERVICES: JCIA		64.86	
G/L Account: 721-7700-05		BANK CHARGES: WORK YARD		5,666.03	
G/L Account: 721-3100-05		CONTRACT SERVICES: WORK YARD		1,343.73	
G/L Account: 761-7700-20		BANK CHARGES: QUIL		143.73	
G/L Account: 761-3100-20		CONTRACT SERVICES: QUIL		45.96	
<b>Check W000001042 Total:</b>		<b>14,213.33</b>	<b>0.00</b>	<b>14,213.33</b>	<b>14,213.33</b>
W000001043 CKW00000104301	12/31/2024	CAM050 CampLife			2,650.46
	12/31/2024	2,650.46	0.00		
G/L Account: 761-7700-19		BANK CHARGES:P. H. MARINA & RV		2,650.46	
W000001045 CKW00000104501	12/31/2024	DSD050 DSD Business Systems			492.30
	12/31/2024	492.30	0.00		
G/L Account: 761-3100-19		CONTRACT SERVICES: P. H. MARINA & RV		492.30	
<b>Bank K Total:</b>		<b>17,356.09</b>	<b>0.00</b>	<b>17,356.09</b>	<b>17,356.09</b>

Port of Port Townsend (PTA)

Bank: Q US Bank - Quilcene

Check Number/ Invoice Number	Check Date Invoice Date	Vendor Number Invoice Amount	Discount	Distribution Amount	Check Amount
W000001047 CKW00000104701	12/31/2024	USB050 US Bank - Quilcene			61.95
	12/31/2024	61.95	0.00		
G/L Account: 761-7700-20		BANK CHARGES: QUIL		61.95	
<b>Bank Q Total:</b>		61.95	0.00	61.95	61.95
<b>Report Total:</b>		17,418.04	0.00	17,418.04	17,418.04



**ELECTRONIC DEBIT – Kitsap 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 materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation of the Port of Port Townsend, that we are authorized to authenticate and certify said claim, and that the Electronic Debit from the Port Checking Account held at Kitsap Bank is approved for payment in the amount of **\$4,714.84 is ratified.**

**Signed and Authenticated** on this **22nd** day of **January**, **2025**.

For: Combined Excise Tax Return – for ***December, 2024***

\_\_\_\_\_  
Commissioner Pete W. Hanke

\_\_\_\_\_  
Commissioner Carol Hasse

\_\_\_\_\_  
Commissioner Pam Petranek

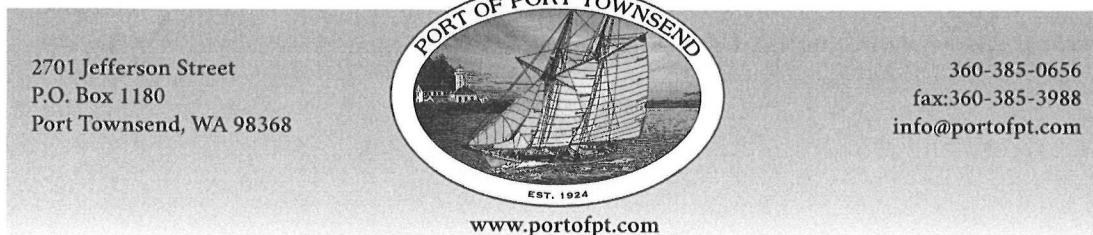
\_\_\_\_\_  
Connie Anderson, Director of  
Finance and Administration



Port of Port Townsend (PTA)

Bank: K KITSAP BANK

Check Number/ Invoice Number	Check Date Invoice Date	Vendor Number Invoice Amount	Discount	Distribution Amount	Check Amount
W000001041	1/10/2025	WA0200			4,714.84
<b>Check Comment:</b> December Excise Tax CKW00000104102					
	1/10/2025	4,714.84	0.00		
G/L Account:	589-3000-00	SALES/EXCISE TAX REMITTED		4,497.25	
G/L Account:	589-3002-00	HOTEL/MOTEL TAX REMITTED		217.59	
G/L Account:	721-9100-02	LEASEHOLD & EXCISE TAX: MOOR		413.18	
G/L Account:	721-9100-05	LEASEHOLD & EXCISE TAX: WORK YARD		660.03	
G/L Account:	761-9100-17	LEASEHOLD & EXCISE TAX: PROP RENT		12.10	
G/L Account:	761-9100-19	LEASEHOLD & EXCISE TAX: P. H. MARINA & RV		271.05	
G/L Account:	761-9100-20	LEASEHOLD & EXCISE TAX: QUIL		89.96	
G/L Account:	761-9100-21	LEASEHOLD & EXCISE TAX: RAMPS		13.74	
G/L Account:	711-9100-22	LEASEHOLD & EXCISE TAX: JCIA		1.75	
G/L Account:	699-9900-99	OTHER NON-OPERATING REVENUES		1,461.81	
<b>Check W000001041 Total:</b>		<b>4,714.84</b>	<b>0.00</b>	<b>4,714.84</b>	<b>4,714.84</b>
<b>Bank K Total:</b>		<b>4,714.84</b>	<b>0.00</b>	<b>4,714.84</b>	<b>4,714.84</b>
<b>Report Total:</b>		<b>4,714.84</b>	<b>0.00</b>	<b>4,714.84</b>	<b>4,714.84</b>



## 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 services rendered or the labor performed as described herein, and that the claims is a just, due and unpaid obligation of the Port of Port Townsend, that I am authorized to authenticate and certify to said claim and that this claim, in Warrant No 069645 - 069683 generated on January 9th, 2025 in the amount of \$200,315.13 is ratified.

Signed and Authenticated on this 22nd day of January, 2025.

For: **Accounts Payable**

\_\_\_\_\_  
Commissioner Pete W. Hanke

\_\_\_\_\_  
Commissioner Carol Hasse

\_\_\_\_\_  
Commissioner Pam Petranek

\_\_\_\_\_  
Connie Anderson, Director of  
Finance and Administration

Port of Port Townsend (PTA)

Bank Code: W - WARRANTS PAYABLE							
Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Invoice Amount	Discount Applied	Payment Amount
0000069645	1/9/2025	48N010	48 North				<b>Check Entry Number: 001</b>
			106779	1/9/2025	1,975.00	0.00	1,975.00
0000069646	1/9/2025	ADM002	Admiral Ship Supply Inc.				<b>Check Entry Number: 001</b>
			12/31/24 STATEMENT	12/31/2024	723.35	0.00	723.35
0000069647	1/9/2025	AIR070	Airside Solutions, Inc				<b>Check Entry Number: 001</b>
			40257	12/19/2024	1,161.94	0.00	1,161.94
			40300	12/31/2024	172.86	0.00	172.86
			<b>Check 0000069647 Total:</b>		<b>1,334.80</b>	<b>0.00</b>	<b>1,334.80</b>
0000069648	1/9/2025	AMB001	AMB Tools & Equipment Co				<b>Check Entry Number: 001</b>
			T338510	12/2/2024	479.24	0.00	479.24
0000069649	1/9/2025	AWC001	Assoc. Of Washington Cities				<b>Check Entry Number: 001</b>
			156871	1/1/2025	850.00	0.00	850.00
0000069650	1/9/2025	CIN020	Cintas				<b>Check Entry Number: 001</b>
			5247862502	1/7/2025	257.94	0.00	257.94
0000069651	1/9/2025	CIT001	City Of Port Townsend				<b>Check Entry Number: 001</b>
			12/2024 STATEMENTS	12/31/2024	13,869.78	0.00	13,869.78
0000069652	1/9/2025	COA050	Mott MacDonald				<b>Check Entry Number: 001</b>
			507510746	12/11/2024	6,422.10	0.00	6,422.10
0000069653	1/9/2025	COO050	Cooper Fuel				<b>Check Entry Number: 001</b>
			12/31/24 STATEMENT	12/31/2024	3,724.75	0.00	3,724.75
0000069654	1/9/2025	COW020	Cowling and Co LLC				<b>Check Entry Number: 001</b>
			1613	11/30/2024	4,450.60	0.00	4,450.60
			1638	11/30/2024	455.70	0.00	455.70
			1639	11/30/2024	528.00	0.00	528.00
			1641	11/30/2024	792.00	0.00	792.00
			1676	12/31/2024	1,721.50	0.00	1,721.50
			1677	12/31/2024	1,077.70	0.00	1,077.70
			<b>Check 0000069654 Total:</b>		<b>9,025.50</b>	<b>0.00</b>	<b>9,025.50</b>
0000069655	1/9/2025	DIR070	DirecTV				<b>Check Entry Number: 001</b>
			075436554X241228	12/28/2024	432.50	0.00	432.50
0000069656	1/9/2025	ERR050	Nancy Erreca				<b>Check Entry Number: 001</b>
			REFUND 1/9/25	1/9/2025	36.47	0.00	36.47
0000069657	1/9/2025	FER001	Ferrellgas				<b>Check Entry Number: 001</b>
			5009019611	12/26/2024	667.07	0.00	667.07
0000069658	1/9/2025	GRE015	Greentree Communications Co				<b>Check Entry Number: 001</b>
			10663	1/1/2025	393.84	0.00	393.84
0000069659	1/9/2025	HEN002	Henery Hardware				<b>Check Entry Number: 001</b>
			785788	11/26/2024	87.51	0.00	87.51
			785802	11/26/2024	14.42	0.00	14.42
			785805	11/26/2024	34.53	0.00	34.53
			785827	11/26/2024	100.75	0.00	100.75
			785847	11/27/2024	29.29	0.00	29.29
			785864	11/27/2024	8.73	0.00	8.73
			785881	11/27/2024	43.83	0.00	43.83
			786005	12/2/2024	250.45	0.00	250.45
			786035	12/2/2024	44.13	0.00	44.13
			786051	12/3/2024	43.73	0.00	43.73
			786065	12/3/2024	53.09	0.00	53.09
			786107	12/3/2024	65.63	0.00	65.63
			786108	12/3/2024	131.27	0.00	131.27

Check Register  
 Journal Posting Date: 1/9/2025  
 Register Number: CD-001130

Port of Port Townsend (PTA)

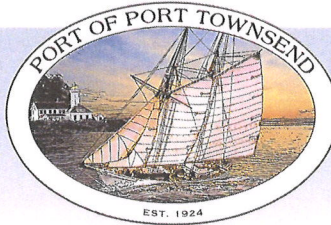
Bank Code: W - WARRANTS PAYABLE							
Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Invoice Amount	Discount Applied	Payment Amount
			786109	12/3/2024	100.62	0.00	100.62
			786122	12/4/2024	117.01	0.00	117.01
			786123	12/4/2024	83.12	0.00	83.12
			786126	12/4/2024	15.29	0.00	15.29
			786152	12/4/2024	39.34	0.00	39.34
			786261	12/6/2024	249.41	0.00	249.41
			786279	12/6/2024	50.36	0.00	50.36
			786281	12/6/2024	27.70	0.00	27.70
			786319	12/6/2024	58.91	0.00	58.91
			786410	12/9/2024	33.00	0.00	33.00
			786412	12/9/2024	141.97	0.00	141.97
			786431	12/9/2024	57.96	0.00	57.96
			786475	12/10/2024	53.54	0.00	53.54
			786493	12/10/2024	42.20	0.00	42.20
			786509	12/10/2024	16.53	0.00	16.53
			786533	12/11/2024	277.84	0.00	277.84
			786534	12/11/2024	41.55	0.00	41.55
			786545	12/11/2024	42.03	0.00	42.03
			786584	12/11/2024	2.18	0.00	2.18
			786612	12/12/2024	24.06	0.00	24.06
			786618	12/12/2024	19.23	0.00	19.23
			786677	12/13/2024	51.34	0.00	51.34
			786784	12/16/2024	9.56	0.00	9.56
			786797	12/16/2024	5.63	0.00	5.63
			786801	12/16/2024	13.12	0.00	13.12
			786953	12/19/2024	7.21	0.00	7.21
			786968	12/19/2024	20.73	0.00	20.73
			787012	12/20/2024	113.75	0.00	113.75
			787103	12/23/2024	15.31	0.00	15.31
			<b>Check 0000069659 Total:</b>		2,637.86	0.00	2,637.86
0000069660	1/9/2025	HEN007	Henery Hardware & Building Supply				<b>Check Entry Number: 001</b>
			12/25/24 STATEMENT	12/25/2024	998.83	0.00	998.83
0000069661	1/9/2025	INS070	Insight Strategic Partners LLC				<b>Check Entry Number: 001</b>
			5923	12/31/2024	6,250.00	0.00	6,250.00
0000069662	1/9/2025	JC0003	Jefferson County - Public Work				<b>Check Entry Number: 001</b>
			12/2024 STMNT	1/2/2025	375.76	0.00	375.76
0000069663	1/9/2025	JC1005	East Jefferson Fire Rescue				<b>Check Entry Number: 001</b>
			1ST HALF 2025	1/3/2025	4,590.00	0.00	4,590.00
0000069664	1/9/2025	KEN010	Kendrick Equipment				<b>Check Entry Number: 001</b>
			U52331	12/17/2024	178.69	0.00	178.69
0000069665	1/9/2025	KEN020	Kennedy Jenks				<b>Check Entry Number: 001</b>
			176621	12/13/2024	54,164.34	0.00	54,164.34
			177011	1/6/2025	16,168.14	0.00	16,168.14
			<b>Check 0000069665 Total:</b>		70,332.48	0.00	70,332.48
0000069666	1/9/2025	LEM040	Lemay Mobile Shredding				<b>Check Entry Number: 001</b>
			4869592S185	1/1/2025	17.11	0.00	17.11
0000069667	1/9/2025	LES050	Les Schwab				<b>Check Entry Number: 001</b>
			37900638251	12/23/2024	121.77	0.00	121.77
0000069668	1/9/2025	MAC070	MacLeod Reckord PLLC				<b>Check Entry Number: 001</b>
			INV-9401	1/6/2025	2,817.50	0.00	2,817.50

**Check Register**  
**Journal Posting Date: 1/9/2025**  
**Register Number: CD-001130**

**Port of Port Townsend (PTA)**

Bank Code: W - WARRANTS PAYABLE							
Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Invoice Amount	Discount Applied	Payment Amount
0000069669	1/9/2025	MAN085	Trevor Manners				<b>Check Entry Number: 001</b>
			2025 UNIFORM EXP	1/6/2025	174.19	0.00	174.19
0000069670	1/9/2025	MAR047	Maritime Publishing				<b>Check Entry Number: 001</b>
			2025-92191	1/2/2025	395.00	0.00	395.00
0000069671	1/9/2025	MAR096	Marian Roh				<b>Check Entry Number: 001</b>
			250105	1/9/2025	810.00	0.00	810.00
0000069672	1/9/2025	MUR002	Murrey's Disposal Co. Inc.				<b>Check Entry Number: 001</b>
			12/2024 STMNT	1/1/2025	11,550.11	0.00	11,550.11
			8416628S112	1/1/2025	1,773.06	0.00	1,773.06
			<b>Check 0000069672 Total:</b>		<b>13,323.17</b>	<b>0.00</b>	<b>13,323.17</b>
0000069673	1/9/2025	OLY003	Olympic Springs, Inc.				<b>Check Entry Number: 001</b>
			12/31/24 STATEMENT	12/31/2024	100.11	0.00	100.11
			12/31/24 STMNT	12/31/2024	29.37	0.00	29.37
			<b>Check 0000069673 Total:</b>		<b>129.48</b>	<b>0.00</b>	<b>129.48</b>
0000069674	1/9/2025	OLY035	Olympic Peninsula Communications LLC				<b>Check Entry Number: 001</b>
			49	11/5/2024	1,050.00	0.00	1,050.00
			50	1/9/2025	1,837.50	0.00	1,837.50
			<b>Check 0000069674 Total:</b>		<b>2,887.50</b>	<b>0.00</b>	<b>2,887.50</b>
0000069675	1/9/2025	PAC004	Pacific Office Equipment Co				<b>Check Entry Number: 001</b>
			1/2/2025 STMNT	1/2/2025	734.14	0.00	734.14
0000069676	1/9/2025	PAC045	Pacific JCB				<b>Check Entry Number: 001</b>
			SI172802	12/13/2024	50,652.20	0.00	50,652.20
0000069677	1/9/2025	PET025	Petrick Lock & Safe				<b>Check Entry Number: 001</b>
			22366	11/14/2024	33.08	0.00	33.08
0000069678	1/9/2025	SEC010	Security Services				<b>Check Entry Number: 001</b>
			140164	1/1/2025	202.30	0.00	202.30
0000069679	1/9/2025	SHO010	Shold Excavating Inc				<b>Check Entry Number: 001</b>
			84647	12/10/2024	690.92	0.00	690.92
0000069680	1/9/2025	SNE020	S-Net Communications				<b>Check Entry Number: 001</b>
			247099	1/1/2025	596.75	0.00	596.75
0000069681	1/9/2025	SUN020	Sunrise Coffee				<b>Check Entry Number: 001</b>
			20241516	12/31/2024	53.20	0.00	53.20
0000069682	1/9/2025	ULI040	ULINE				<b>Check Entry Number: 001</b>
			187301663	12/30/2024	1,016.93	0.00	1,016.93
0000069683	1/9/2025	VEN070	VenTek International				<b>Check Entry Number: 001</b>
			147448	1/1/2025	103.93	0.00	103.93
			<b>Report Total:</b>		<b>200,315.13</b>	<b>0.00</b>	<b>200,315.13</b>

2701 Jefferson Street  
P.O. Box 1180  
Port Townsend, WA 98368



360-385-0656  
fax:360-385-3988  
info@portofpt.com

www.portofpt.com

## **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 services rendered or the labor performed as described herein, and that the claims is a just, due and unpaid obligation of the Port of Port Townsend, that I am authorized to authenticate and certify to said claim and that this claim, in Warrant No **069684 - 069705** generated on January 15th, 2025 in the amount of **\$244,501.83 is ratified.**

**Signed and Authenticated** on this **22nd** day of **January**, 2025.

**For: Accounts Payable**

\_\_\_\_\_  
Commissioner Pete W. Hanke

\_\_\_\_\_  
Commissioner Carol Hasse

\_\_\_\_\_  
Commissioner Pam Petranek

\_\_\_\_\_  
Connie Anderson, Director of  
Finance and Administration

Port of Port Townsend (PTA)

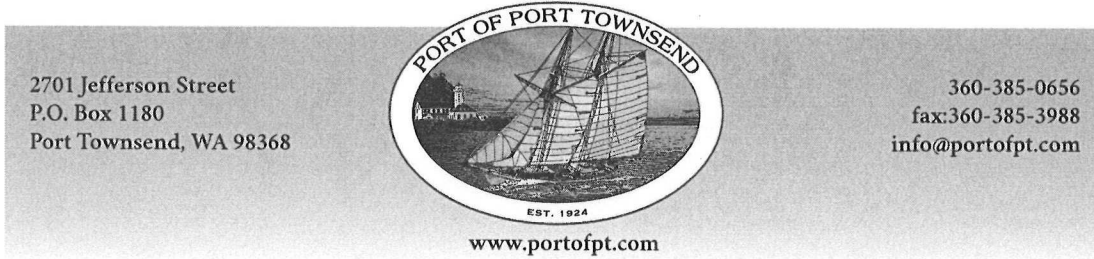
Bank Code: W - WARRANTS PAYABLE							
Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Invoice Amount	Discount Applied	Payment Amount
0000069684	1/15/2025	A1C050	A-1 Coupling				<b>Check Entry Number: 001</b>
			K81640-001	1/10/2025	97.61	0.00	97.61
0000069685	1/15/2025	ADL050	Ironclad Environmental				<b>Check Entry Number: 001</b>
			207985-0021	1/10/2025	2,140.10	0.00	2,140.10
0000069686	1/15/2025	AMB001	AMB Tools & Equipment Co				<b>Check Entry Number: 001</b>
			T338750	1/7/2025	9,921.49	0.00	9,921.49
0000069687	1/15/2025	BAN005	Bank of America				<b>Check Entry Number: 001</b>
			1/5/25 STATEMENT	1/5/2025	10,755.16	0.00	10,755.16
0000069688	1/15/2025	CEN030	CenturyLink				<b>Check Entry Number: 001</b>
			1/1/2025 STMNT	1/1/2025	215.00	0.00	215.00
0000069689	1/15/2025	COW020	Cowling and Co LLC				<b>Check Entry Number: 001</b>
			1614	11/30/2024	3,710.40	0.00	3,710.40
			1678	12/31/2024	17,785.00	0.00	17,785.00
			<b>Check 0000069689 Total:</b>		21,495.40	0.00	21,495.40
0000069690	1/15/2025	KEN010	Kendrick Equipment				<b>Check Entry Number: 001</b>
			U52062	9/3/2024	2,413.36	0.00	2,413.36
0000069691	1/15/2025	LUN050	Mark Lund				<b>Check Entry Number: 001</b>
			REFUND 1/3/25	1/3/2025	76.14	0.00	76.14
0000069692	1/15/2025	M&P010	M&P Overhead Garage Doors				<b>Check Entry Number: 001</b>
			1665	1/13/2025	6,260.11	0.00	6,260.11
0000069693	1/15/2025	MCI070	Sailor McIntyre				<b>Check Entry Number: 001</b>
			2024 UNIFORM EXP	12/17/2024	121.41	0.00	121.41
0000069694	1/15/2025	OLY001	Olympic Equipment Rentals Inc				<b>Check Entry Number: 001</b>
			2501035703	1/9/2025	486.29	0.00	486.29
0000069695	1/15/2025	PET025	Petrick Lock & Safe				<b>Check Entry Number: 001</b>
			22446	1/10/2025	325.84	0.00	325.84
0000069696	1/15/2025	PIN010	Pinnacle Investigations Corp				<b>Check Entry Number: 001</b>
			97159	1/12/2025	126.50	0.00	126.50
0000069697	1/15/2025	PUD005	PUD #1 of Jefferson County				<b>Check Entry Number: 001</b>
			1/3/25 STMNT	1/3/2025	20.17	0.00	20.17
			1/6/25 STMNT	1/6/2025	105.00	0.00	105.00
			1/6/25 STMNTS	1/6/2025	180.00	0.00	180.00
			<b>Check 0000069697 Total:</b>		305.17	0.00	305.17
0000069698	1/15/2025	QUI001	Quill Corporation				<b>Check Entry Number: 001</b>
			42165128	12/31/2024	221.48	0.00	221.48
			42165516	12/31/2024	8.36	0.00	8.36
			<b>Check 0000069698 Total:</b>		229.84	0.00	229.84
0000069699	1/15/2025	RID050	Mark Rideout				<b>Check Entry Number: 001</b>
			REFIND 12/18/24	12/18/2024	970.42	0.00	970.42
0000069700	1/15/2025	SHO010	Shold Excavating Inc				<b>Check Entry Number: 001</b>
			85012	1/9/2025	1,757.44	0.00	1,757.44
			85065	1/10/2025	720.06	0.00	720.06
			<b>Check 0000069700 Total:</b>		2,477.50	0.00	2,477.50
0000069701	1/15/2025	WA1803	State of Washington				<b>Check Entry Number: 001</b>
			4TH QTR 2024 LET	1/15/2025	170,012.38	0.00	170,012.38
0000069702	1/15/2025	WAS003	Washington Public Ports Assn.				<b>Check Entry Number: 001</b>
			024-758	12/23/2024	1,950.00	0.00	1,950.00
			024-915	1/6/2025	9,963.00	0.00	9,963.00
			<b>Check 0000069702 Total:</b>		11,913.00	0.00	11,913.00

**Check Register**  
**Journal Posting Date: 1/15/2025**  
**Register Number: CD-001131**

**Port of Port Townsend (PTA)**

Bank Code: W - WARRANTS PAYABLE							
Check Number	Check Date	Vendor	Invoice Number	Invoice Date	Invoice Amount	Discount Applied	Payment Amount
0000069703	1/15/2025	WAT025	David Waterman				
			REFUND 1/10/25	1/10/2025	12.00	0.00	12.00
0000069704	1/15/2025	WES060	West Marine Pro				
			001397	1/7/2025	49.21	0.00	49.21
0000069705	1/15/2025	ZOO050	Zoom Video Communications, Inc				
			INV288669761	1/13/2025	4,097.90	0.00	4,097.90
<b>Report Total:</b>					<u>244,501.83</u>	<u>0.00</u>	<u>244,501.83</u>





**WARRANT/ELECTRONIC PAYMENT 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 services rendered or the labor performed as described herein, and that the claims are just, due and unpaid obligations against the Port of Port Townsend, that we are authorized to authenticate and certify to said claim and that payment of these claims, in Warrant No 069706 through No. 069608 generated on January 17, 2025 in the amount of \$5,915.76 and Electronic Payment in the amount of \$139,850.80, for a total amount of \$145,766.56 is **ratified.**

**Signed and Authenticated** on this 22nd day of January, 2025.

**For: Payroll and Benefits**

\_\_\_\_\_  
Commissioner Pete W Hanke

\_\_\_\_\_  
Commissioner Carol Hasse

\_\_\_\_\_  
Commissioner Pam Petranek

\_\_\_\_\_  
Connie Anderson, Director of  
Finance And  
Administration

# PORT OF PORT TOWNSEND

## AGENDA COVER SHEET

<b>MEETING DATE</b>	January 22, 2025
<b>AGENDA ITEM</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> 1 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input checked="" type="checkbox"/> Regular Business <input type="checkbox"/> Informational
<b>AGENDA TITLE</b>	IV. C. Resolution: 836-25 Authorizing the Issuance of Checks and Warrants Prior to Approval of the Commission (Superseding Resolution 737-20)
<b>STAFF LEAD</b>	Connie Anderson, Director of Finance & Administration
<b>REQUESTED</b>	<input checked="" type="checkbox"/> Motion <input checked="" type="checkbox"/> Action <input type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	A. Informational Memo – Updates to Voucher Approval Resolution B. RCW 42.24.180 C. Res. 836-25

1. If adopted as part of the consent agenda, no further action is needed. Approval of this item on the Consent Agenda authorizes approval of Resolution: 836-25 Authorizing the Issuance of Checks and Warrants Prior to Approval of the Commission (Superseding Resolution 737-20)
2. Alternative action: Remove from consent for discussion. Move to approve Resolution: 836-25 Authorizing the Issuance of Checks and Warrants Prior to Approval of the Commission (Superseding Resolution 737-20)

# PORT OF PORT TOWNSEND

## INFORMATIONAL MEMO

**DATE:** 1/22/2025  
**TO:** Commission  
**FROM:** Connie Anderson, Director of Finance & Administration  
**SUBJECT:** Resolution authorizing advance payments

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### ISSUE

Should the Commission adopt an update to Resolution 737-20 authorizing the issuance of checks and warrants in alignment with current practices?

### BACKGROUND

Resolution 737-20, initially adopted in 2020, was implemented to facilitate the authorization of payroll and related disbursements prior to Commission review, with approval from the Executive Director. The proposed update aims to streamline the processing of payables, ensuring more efficient and timely payments of all claims. The Commission generally meets twice a month, excluding the peak summer months and December holidays. The original resolution was created to allow payroll, related disbursements, and occasional payables to be authorized between meetings with Executive Director approval.

### DISCUSSION

Updates to Resolution 737-20 are outlined in Resolution 836-25 and include the following recommendations:

- 1. Inclusion of Electronic Payments**  
Incorporation of electronic payment methods to increase efficiency and align with current practices in financial processing.
- 2. Timely and Efficient Payment of Claims**  
Provisions to allow for the expedited payment of claims before Commission approval, ensuring that invoices and expenses are processed promptly to avoid delays.
- 3. Bond Requirement Adjustments**  
Language revisions to include minimum bond requirement options listed in RCW 42.24.180, including \$50,000 minimum bond requirements or a faithful performance of duty bond or fidelity bond with coverage for all designated signers for the port.

### FISCAL IMPACT

The proposed updates are expected to have a minimal financial impact but will enhance operational efficiency and foster positive vendor relations. By preventing late fees from overdue invoices and

eliminating the cost of maintaining duplicate bonds (replaced by a single fidelity bond), the changes will reduce administrative costs.

**RECOMMENDATION**

It is recommended that the Commission adopt Resolution 836-25 to streamline the payment processes and ensure efficient financial operations.

**Motion:** Motion to adopt Resolution 836-25 implementing RCW 42.24.180 and authorizing advance payments.

**ATTACHMENTS**

1. RCW 42.24.180
2. Proposed Resolution 836-25

**RCW 42.24.180****\*Taxing district—Issuance of warrants or checks before approval by legislative body—  
Conditions.**

In order to expedite the payment of claims, the legislative body of any \*taxing district, as defined in RCW 43.09.260, may authorize the issuance of warrants or checks in payment of claims after the provisions of this chapter have been met and after the officer designated by statute, or, in the absence of statute, an appropriate charter provision, ordinance, or resolution of the \*taxing district, has signed the checks or warrants, but before the legislative body has acted to approve the claims. The legislative body may stipulate that certain kinds or amounts of claims shall not be paid before the board has reviewed the supporting documentation and approved the issue of checks or warrants in payment of those claims. However, all of the following conditions shall be met before the payment:

(1) The auditing officer and the officer designated to sign the checks or warrants shall each be required to furnish an official bond for the faithful discharge of his or her duties in an amount determined by the legislative body but not less than fifty thousand dollars;

(2) The legislative body shall adopt contracting, hiring, purchasing, and disbursing policies that implement effective internal control;

(3) The legislative body shall provide for its review of the documentation supporting claims paid and for its approval of all checks or warrants issued in payment of claims at its next regularly scheduled public meeting or, for cities and towns, at a regularly scheduled public meeting within one month of issuance; and

(4) The legislative body shall require that if, upon review, it disapproves some claims, the auditing officer and the officer designated to sign the checks or warrants shall jointly cause the disapproved claims to be recognized as receivables of the \*taxing district and to pursue collection diligently until the amounts disapproved are collected or until the legislative body is satisfied and approves the claims.

[ 1994 c 273 s 18; 1984 c 128 s 11.]

**NOTES:**

**\*Reviser's note:** "Taxing district" redesignated "local government" by 1995 c 301 s 15.

## RESOLUTION NO. 836-25

### A Resolution of the Commission of the Port of Port Townsend

#### AUTHORIZING THE ISSUANCE OF CHECKS AND WARRANTS PRIOR TO APPROVAL OF THE COMMISSION (SUPERSEDING RESOLUTION 737-20)

**WHEREAS**, in order for the Port to expedite the payment of claims, it is necessary to issue checks, warrants and electronic payments prior to Commission approval for payroll and related disbursements; and

**WHEREAS**, in order for the Port to pay claims timely and efficiently, it is necessary to issue checks, warrants and electronic payments between Commission meetings for expenditures other than payroll including those months when the Commission meets only once or when there is a large gap between Commission meetings; and

**WHEREAS**, RCW 42.24.180 allows the Port to issue checks and warrants before approval of the Commission if the following conditions are met:

- a. The auditing officer and any officer designated to sign the check or warrant is covered by a minimum of a \$50,000 bond or a policy of insurance covering faithful performance of duty or fidelity bond and insuring against the same perils as a bond may be utilized in lieu of individual bonds.
- b. Policies are in place to implement effective internal control.
- c. The Commission shall review and approve all checks, warrants and electronic payments issued under this procedure at its next regularly scheduled public meeting.
- d. If a claim is disapproved, the auditing officer shall recognize the disapproved claim as a receivable of the Port and shall pursue collection until the full amount has been collected or the Commission approves the claim.

**NOW, THEREFORE, BE IT RESOLVED** by the Commission of the Port of Port Townsend that upon approval of the Executive Director, the Auditor may issue checks and warrants prior to Commission approval in accordance with RCW 42.24.180.

**ADOPTED** this 22<sup>nd</sup> day of January 2025 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:**

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Peter W. Hanke, Secretary

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Carol Hasse, President

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Pamela A. Petranek, Vice President

APPROVED AS TO FORM:

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Port Attorney

## PORT OF PORT TOWNSEND AGENDA COVER SHEET

<b>MEETING DATE</b>	January 22, 2025
<b>AGENDA ITEM</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> 1 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input checked="" type="checkbox"/> Regular Business <input type="checkbox"/> Informational
<b>AGENDA TITLE</b>	IV. D. Ratify Addition of 30-34 ft vessels on 2025 Rate Card for Herb Beck Marina
<b>STAFF LEAD</b>	Director of Finance and Administration, Connie Anderson Harbormaster Kristian Ferrero
<b>REQUESTED</b>	<input checked="" type="checkbox"/> Information <input type="checkbox"/> Motion/Action <input checked="" type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	<ol style="list-style-type: none"> <li>1. Adopted 2025 Rate Card</li> <li>2. Proposed Revised 2025 Rate Card</li> </ol>

This matter is before the Commission to ratify a missing rate for Herb Beck Marina. The 30-34 foot category was inadvertently omitted from the Herb Beck Marina rate card during the proposed and adopted budget hearings on October 22 and November 13, 2024. The rate once adopted will be effective February 1, 2025.

If adopted as part of the consent agenda, no further action is needed. Approval of this item on the Consent Agenda adopts the modified 2025 Rate Card for Herb Beck Marina.

Alternative action: Remove from consent for discussion. Move to adopt the 2025 Rate Card for Herb Beck Marina as amended.



## Port of Port Townsend

## 2025 Rate Schedule

## HERB BECK MARINA - QUILCENE

360.765.3131 or 360.385.6211

Service Rates – Effective January 1, 2025

Approved by Port Commission on November 13, 2024

MOORAGE RATE IS BASED ON OVERALL LENGTH

OR SLIP LENGTH, WHICHEVER IS GREATER.

	2025 Rates
<b>NIGHTLY MOORAGE</b>	\$ 1.04 ft/nt
<b>TEMPORARY TIE-UP</b>	\$ 7.00
	\$ 13.00 over 35'
<b><u>LONG-TERM MOORAGE</u></b>	<i>6 month Minimum</i>
Up to 26 ft.	\$ 8.20 ft/mo*
27-29 ft.	\$ 8.83 ft/mo*
35-40 ft.	\$ 10.11 ft/mo*
Limited Access – Up to 18'	\$ 5.69 ft/mo*
<b><u>GUEST MONTHLY</u></b>	<i>1 mo. min. - 6 month max</i>
Up to 26 ft.	\$ 10.15 ft/mo*
27-29 ft.	\$ 10.94 ft/mo*
30-34 ft.	\$ 11.71 ft/mo*
35-39 ft.	\$ 12.52 ft/mo*
40-50 ft.	\$ 14.08 ft/mo*
<b><u>ELECTRICAL FEES</u></b>	
Nightly Electric	\$ 6.00
Connect Fee	\$ 34.25
Base Electric Fee	\$ 11.00 /mo
Metered Electric @	\$ 0.1112 per KWH
<i>(subject to change with utility rate increase)</i>	
<b><u>WATER FEES</u></b>	
Residential	
Base	\$ 42.61
Usage - Tier I (0-5,000 gal.)	\$ 0.38 /100 gallons
Usage - Tier II (5,001-10,000 gal.)	\$ 0.52 /100 gallons
Commercial	
Base	\$ 42.61
Usage	\$ 0.52 /100 gallons
<i>(subject to change with utility rate increase)</i>	
<b><u>STORAGE</u></b>	
Empty Boat Trailer	
Daily	\$ 8.50 /day
Weekly	\$ 42.00 /week
Monthly	\$ 105.00 /month
Kayak/ Rowing Shell *	\$ 32.32
Top Rack Kayak/ Rowing Shell *	\$ 23.94

\* 12.84% WA State Leasehold Excise Tax (LHT) assessed in addition to Port charges for stays of 30 days or more. If stay exceeds 30 days, the LHT will be added to the first 29 days.

\*\* Subject to Current Sales Tax Rate

Adopted Rate Card

## Port of Port Townsend

## 2025 Rate Schedule

## HERB BECK MARINA - QUILCENE

360.765.3131 or 360.385.6211

Service Rates – Effective February 1, 2025

Approved by Port Commission on January 22, 2024

MOORAGE RATE IS BASED ON OVERALL LENGTH  
OR SLIP LENGTH, WHICHEVER IS GREATER.

	2025 Rates	
<b>NIGHTLY MOORAGE</b>	\$	1.04 ft/nt
<b>TEMPORARY TIE-UP</b>	\$	7.00
	\$	13.00 over 35'
<b>LONG-TERM MOORAGE</b>	<i>6 month Minimum</i>	
Up to 26 ft.	\$	8.20 ft/mo*
27-29 ft.	\$	8.83 ft/mo*
30-34 ft.	\$	9.45 ft/mo*
35-40 ft.	\$	10.11 ft/mo*
Limited Access – Up to 18'	\$	5.69 ft/mo*
<b>GUEST MONTHLY</b>	<i>1 mo. min. - 6 month max</i>	
Up to 26 ft.	\$	10.15 ft/mo*
27-29 ft.	\$	10.94 ft/mo*
30-34 ft.	\$	11.71 ft/mo*
35-39 ft.	\$	12.52 ft/mo*
40-50 ft.	\$	14.08 ft/mo*
<b>ELECTRICAL FEES</b>		
Nightly Electric	\$	6.00
Connect Fee	\$	34.25
Base Electric Fee	\$	11.00 /mo
Metered Electric @	\$	0.1112 per KWH
<i>(subject to change with utility rate increase)</i>		
<b>WATER FEES</b>		
Residential		
Base	\$	42.61
Usage - Tier I (0-5,000 gal.)	\$	0.38 /100 gallons
Usage - Tier II (5,001-10,000 gal.)	\$	0.52 /100 gallons
Commercial		
Base	\$	42.61
Usage	\$	0.52 /100 gallons
<i>(subject to change with utility rate increase)</i>		
<b>STORAGE</b>		
Empty Boat Trailer		
Daily	\$	8.50 /day
Weekly	\$	42.00 /week
Monthly	\$	105.00 /month
Kayak/ Rowing Shell *	\$	32.32
Top Rack Kayak/ Rowing Shell *	\$	23.94

\* 12.84% WA State Leasehold Excise Tax (LHT) assessed in addition to Port charges for stays of 30 days or more. If stay exceeds 30 days, the LHT will be added to the first 29 days.

\*\* Subject to Current Sales Tax Rate

Proposed New Rate Card

# PORT OF PORT TOWNSEND

## AGENDA COVER SHEET

<b>MEETING DATE</b>	January 22, 2025
<b>AGENDA ITEM</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> 1 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input type="checkbox"/> Regular Business <input type="checkbox"/> Informational
<b>AGENDA TITLE</b>	IV. E. Thomas B. Powell d/b/a Port Townsend Furniture Clinic, Boat Haven Building Lease
<b>STAFF LEAD</b>	Eric Toews, Deputy Director
<b>REQUESTED</b>	<input type="checkbox"/> Information <input checked="" type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	<ol style="list-style-type: none"> <li>1. Staff Memo</li> <li>2. Port Townsend Furniture Clinic, Boat Haven Building Lease, including Exhibits 'A' &amp; 'B'</li> </ol>

If adopted as part of the consent agenda, no further action is needed. Approval of this item on the Consent Agenda authorizes the Executive Director to execute the Boat Haven Building Lease for the Port Townsend Furniture Clinic.

Alternative action: Remove from consent for discussion. Move to authorize the Executive Director to execute the Boat Haven Building Lease for Port Townsend Furniture Clinic.

# PORT OF PORT TOWNSEND

## INFORMATIONAL MEMO

**DATE:** 1/22/2025  
**TO:** Port Commission  
**FROM:** Eric Toews, Deputy Director & Sue Nelson, Lease & Contracts Administrator  
**SUBJECT:** Boat Haven Building Lease – Thomas B. Powell d/b/a Port Townsend Furniture Clinic

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**ISSUE:** Should the Commission authorize the Executive Director to execute a Building Lease (substantially in the form presented) with Thomas B. Powell d/b/a Port Townsend Furniture Clinic for the southern third of Building #3 at Boat Haven?

**BACKGROUND & DISCUSSION:** The Boat Haven has been home to Tom Powell's Port Townsend Furniture Clinic for over thirty years. His present lease expires at midnight on January 31, 2025.

Mr. Powell is a well-known woodworker in our community and has enjoyed a very successful business refinishing and preserving myriad prized antiques over the decades. The Clinic has established a solid reputation for surpassing customer expectations, with a devotion to detail evidencing an appreciation for the historical importance of the furniture it preserves. The clinic helps to keep family heirlooms alive for future generations.

The premises encompass 1,000 square feet +/- of industrial space in the southern third of Building #3. The northern two-thirds of the building are occupied by Sunrise Coffee. The rent at inception will be assessed at approximately \$0.73 per square foot. The proposed lease term is five (5) years, with one (1) option to extend for an additional five (5) years. The proposed lease agreement is based upon the Port's standard form commercial/industrial lease and is consistent with the Leasing Policy adopted by the Commission in 2019.

**RECOMMENDATION:** Authorize the Executive Director to execute Boat Haven Building Lease with Thomas Powell d/b/a Port Townsend Furniture Clinic, substantially in the form presented.

**MOTION:** None required. Approval of this item on the Consent Agenda authorizes the Executive Director to execute the Lease with Mr. Powell. The form will be in all material respects identical to the draft presented to the Commission under this agenda item.

**ATTACHMENTS:** Thomas Brent Powell d/b/a Port Townsend Furniture Clinic Boat Haven Building Lease, including Exhibits "A" and "B".

## PORT OF PORT TOWNSEND

### BOAT HAVEN BUILDING LEASE

**THIS BOAT HAVEN BUILDING LEASE AGREEMENT** made this \_\_\_ day of January 2025, by and between the PORT OF PORT TOWNSEND, a municipal corporation organized and existing under the laws of the State of Washington, Lessor, hereinafter referred to as "the Port," and THOMAS BRENT POWELL d/b/a PORT TOWNSEND FURNITURE CLINIC (UBI 601-568-751), a Washington sole proprietor, hereinafter referred to as "Lessee,"

#### **WITNESSETH:**

That the parties hereto do mutually agree as follows:

- 1. LEASED PREMISES:** The Port hereby leases to Lessee, and Lessee hereby leases from the Port, certain real property (hereinafter "the Premises") located in Jefferson County, Washington, briefly described as follows:

An approximately 1,000 square foot shop located in the south one-third of Building #3 at 308-A 10<sup>th</sup> Street, Port Townsend, WA 98368 in the Boat Haven Industrial Park, more particularly described and depicted upon Exhibit "A" which is attached hereto and incorporated herein by this reference.

The Port hereby warrants that it has good and marketable fee title to the Premises and has full right and authority to execute this Building Lease and to demise the Premises.

- 2. TERM:** This Lease shall be for a term of five (5) years, beginning on February 1, 2025, and ending at midnight on January 31, 2030. The Lessee shall also have the option to extend the lease term by one (1) additional five (5) year term. Notification to extend the Lease will be done in writing at least ninety (90) days prior to the end of the initial lease term or any extension hereof. Lessee shall not be entitled to renew this Lease unless the Lease is in good standing at the time of renewal and the Lessee is not in default under the terms of this Lease or any other lease or agreement with the Port. The terms and conditions of any renewal shall be the same as set forth in this Lease, except that the terms of this Lease shall be updated to be consistent with the terms and conditions then existing in the Port's standard form marine industrial building lease.

**3. RENT:**

- a. Lessee agrees to pay as rental for the leased Premises the sum of **Seven Hundred Thirty-Three Dollars and Eleven Cents (\$733.11)** per month plus all applicable taxes.<sup>1</sup>
- b. Beginning on January 1, 2027, and every three (3) years thereafter, the rental rate may be adjusted to the fair market rental rate for the Premises based on the fair market rental rate then prevailing for comparable commercial and/or industrial property in the Western Washington area, bearing in mind all allowable uses of the property and all services and amenities available to the property by virtue of its location.
- c. Except in years when a fair market rate adjustment is made as set forth in subparagraph (b) of this Paragraph 3, above, the rental rate beginning in year two (2) and annually throughout the term of this Lease will be adjusted by an amount equal to the percentage change over the prior year found on the Consumer Price Index for all urban consumers (CPI-U) for Seattle-Tacoma-Bellevue, which is compiled by the Department of Labor, Bureau of Statistics.
- d. In no event shall any rent adjustment under subparagraphs (b) or (c) of this Paragraph 3 result in a reduction in rent from the rate paid in the prior year.
- e. The rent for each month shall be paid to the Port in advance on or before the first day of each month of the lease term and shall be payable at the main office of the Port or at such place as the Port may hereafter designate.

- 4. LATE CHARGE:** In the event that any installment of rent remains unpaid more than twenty (20) days after it is due, then Lessee shall also be obliged to pay a "late charge" as per the Port of Port Townsend Rate Schedule then in effect. This provision for a "late charge" and the Port's acceptance of payment of such charges shall not be construed as a waiver of the Port's right to declare this Lease in default if a rent payment is not paid when due.

- 5. DEPOSIT:** Upon the execution of this Lease, Lessee shall deposit with the Port three month's rent plus all applicable taxes in the amount of **Two Thousand Four Hundred Eighty-One Dollars and Seventy-Two Cents (\$2,481.72)**.<sup>2</sup> Lessee has an existing deposit of **One Thousand Nine Hundred Sixty-Three Dollars and Forty-Two Cents (\$1,963.42)** currently on file with the Port under an agreement now superseded by this Lease. Accordingly, Lessee shall deposit an additional **Five Hundred Eighteen Dollars and Thirty Cents (\$518.30)** to satisfy the requirements of this paragraph ("the additional deposit"). This Lease shall not be effective until the additional deposit is made with the Port. If Lessee defaults in any particular the Port may use, apply, or retain, all or any part of the security (1) to the extent of any sum due to the Port, or (2) to make any required payment

<sup>1</sup> Rent at lease inception is calculated as follows: a) 1,000 sf +/- of building space assessed at \$0.73311 psf = \$733.11; \$733.11 x 12.84% Leasehold Excise Tax = \$94.13; \$733.11 + \$94.13 = \$827.24.

<sup>2</sup> Calculated as follows: \$733.11 x 3 = \$2,199.33; \$2,199.33 x 12.84% Leasehold Excise Tax= \$282.39; \$2,199.33 + \$282.39 = \$2,481.72.

on Lessee's behalf, or (3) to compensate the Port for any expense or damage caused by Lessee's default. On the Port's demand, Lessee shall promptly pay to the Port a sum equivalent to the amount by which the security was so depleted. On January 1, 2027, and every three (3) years thereafter, the amount of such security deposit shall be increased in the same proportion as the annual rental is increased above the basic rent charged during the first (1<sup>st</sup>) year of the lease term.

6. **USE OF PREMISES:** Lessee shall use the Premises for the purpose of furniture repair and finishing, and associated office space, and shall not use them for any other purposes without the prior written consent of the Port. Lessee shall use the entire Premises for the conduct of said business in a first-class manner continuously during the entire term of this Lease, except for temporary closures for such periods as may reasonably be necessary for repairs or for reasons beyond Lessee's reasonable control.
  
7. **CONDUCT COVENANTS AND WARRANTIES:** In addition to all other covenants and warranties set forth herein, Lessee specifically represents to the Port as follows:
  - a. **Quiet Conduct.** The conduct of Lessee and such others for whom Lessee is responsible shall not in any manner disturb the quiet enjoyment of other tenants, invitees or visitors in or near where the Premises are located, including common areas.
  - b. **Damage.** The conduct of Lessee and such others for whom Lessee is responsible shall not result in, or cause destruction or damage to, the Premises or any part thereof, including, but not limited to all common areas, or the property of other tenants, their invitees, and visitors.
  
8. **UTILITIES:** Lessee shall be liable for, and shall pay throughout the term of this Lease, all charges for all utility services furnished to the Premises, including, but not limited to electricity, gas, water, sewerage, and garbage disposal. In the event that the Premises are part of any larger Premises to which any utility services are furnished on a consolidated or joint basis, Lessee agrees to pay to the Port its (Lessee's) pro rata share of the cost of any such utility services, and Lessee's pro rata share of any such services may be computed by the Port on any reasonable basis, and separate metering or other exact segregation of costs shall not be required.
  
9. **ACCEPTANCE OF PREMISES:** Lessee has examined the leased premises and accepts them in their present condition, "as is" and without further maintenance liability on the part of the Port. The Port makes no representations or warranties with respect to the condition, suitability, zoning restrictions, or usability, except the Port's right to grant a lease of the Premises. Lessee acknowledges that Lessee has fully inspected the Premises and is not relying on any statement or representation made by the Port or the Port's agents with respect to the condition of the Premises, and Lessee assumes the responsibility and risks of

the same, including any defects or conditions that cannot be observed by casual inspection.

- 10. MAINTENANCE AND REPAIR:** Maintenance and repair of the premises shall be the sole responsibility of Lessee. Accordingly, at the expiration or sooner termination of this Agreement, Lessee shall return the premises to the Port in the same condition in which received (or, if altered by Lessee with the Port's consent, then the premises shall be returned in such altered condition), reasonable wear and tear and damage by fire or unavoidable casualty excepted. Lessee's obligation to make repairs shall not extend to any structural parts of the building, including the foundations, bearing and exterior walls, subflooring and roofs, the unexposed electrical, plumbing and sewerage systems (including those portions of the systems lying outside the premises), exterior siding, exterior doors, window frames, gutters, downspouts, and the heating, and the ventilation system serving the premises, unless such repairs are necessitated by Lessee's negligence or failure to maintain the interior. Lessee shall, at its' own expense, and at all times:
- a. Keep the premises, and the adjoining roadways and sidewalks, neat, clean and in a safe and sanitary condition;
  - b. Maintain and keep the leased premises in a good state of repair; and
  - c. Not commit waste of any kind.
- 11. ALTERATIONS AND IMPROVEMENTS:** Lessee shall make no alterations or improvements to or upon the Premises without first obtaining written approval from the Executive Director of the Port. When seeking the Port's approval, Lessee shall submit full plans and specifications for any proposed alterations and shall furnish proof of compliance with all applicable codes and regulations and shall apply for and obtain all necessary permits for such work. If the proposed improvements are estimated to cost more than \$25,000, the Port may require the posting of a completion bond as security for the completion of the improvements. Upon conclusion of the alterations, Lessee shall furnish "as-built" drawings of all improvements and alterations. The Port's approval of alterations shall also include agreement for disposition of the improvements upon termination of this Lease.
- 12. DISPOSITION OF IMPROVEMENTS AT END OF LEASE:** At the expiration or earlier termination of this Lease, the Port shall have the option, in its sole and absolute discretion, to direct either: a) that the alterations and other improvements on the premises be surrendered to the Port; or b) that the Lessee remove the alterations and other improvements from the premises. If the Port directs surrender of the alterations and other improvements, all mechanical, electrical and HVAC systems on the premises shall also remain and be surrendered to the Port, but Lessee shall have the right to remove all personal property and trade fixtures, which may have been placed upon the premises by Lessee during the period of this Lease, provided that the same are not necessary to the operation of the altered or improved premises and provided further that they are removed prior to the termination of



this Lease. Title to any trade fixtures not removed from the premises within the foregoing period shall, at the Port's option, pass to the Port without additional consideration. If the Port does not direct Lessee to remove the alterations and improvements, they shall become the property of the Port upon termination of this Lease. The premises will be surrendered by Lessee in a good state of repair, normal wear excepted. In the event the Port directs removal of the alterations and improvements from the premises, then title to all said improvements shall remain in and with the Lessee and Lessee shall complete the removal of the same within sixty (60) days after the expiration or sooner termination of this Lease. If the Lessee fails to remove said improvements within the specified time, they may be removed by the Port and the Lessee agrees to pay the Port for the cost thereof upon demand.

**13. DAMAGE OR DESTRUCTION:**

- a. Should the Premises or the buildings or structures of which the Premises are a part be damaged by fire or other casualty, and if the damage is repairable within four (4) weeks from the date of the occurrence (with the repair work and the preparations therefore to be done during regular working hours on regular work days), the Premises shall be repaired with due diligence by the Lessee, and in the meantime the monthly minimum rental shall be abated in the same proportion that the untenable portion of the Premises bears to the whole thereof, for the period from the occurrence of the damage to the completion of the repairs.
- b. Should the Premises or any buildings or structures of which the Premises are a part be completely destroyed by fire or other casualty, or should they be damaged to such an extent that the damage cannot be repaired by Lessee within four (4) weeks of the occurrence, Lessee shall have the option to terminate this Lease on thirty (30) days' notice, effective as of any date not more than sixty (60) days after the occurrence. If this paragraph shall become applicable, the Lessee shall advise the Port within thirty (30) days after the happening of any such damage whether Lessee has elected to continue the lease in effect or to terminate it. If the Lessee shall elect to continue this Lease in effect, it shall commence and prosecute with due diligence any work necessary to restore or repair the Premises. If the Lessee shall fail to notify the Port of its election within said thirty (30) day period, Lessee shall be deemed to have elected to terminate this Lease, and the lease shall automatically terminate sixty (60) days after the occurrence of the damage. For the period from the occurrence of any damage to the Premises to the date of completion of the repairs to the Premises (or to the date of termination of the lease if the Lessee shall elect not to restore the Premises), the monthly minimum rental shall be abated in the same proportion as the untenable portion of the Premises bears to the whole thereof.

- 14. INSPECTION - "FOR RENT" SIGNS:** The Port reserves the right to inspect the leased Premises at any and all reasonable times throughout the term of this Lease, provided, that

it shall not interfere unduly with Lessee's operations. The right of inspection reserved to the Port hereunder shall impose no obligation on the Port to make inspections to ascertain the condition of the Premises and shall impose no liability upon the Port for failure to make such inspections. The Port shall have the right to place and maintain "For Rent" signs in conspicuous places on the Premises for one hundred and eighty (180) days prior to the expiration or sooner termination of this Lease.

- 15. INDEMNIFICATION AND HOLD HARMLESS:** Lessee agrees that it will defend (with legal counsel acceptable to the Port), indemnify and hold harmless the Port, its officers, employees, and agents from any and all demands, claims, judgments or liability for loss or damage arising as a result of accidents, injuries or other occurrences on the Premises or on Port's property that are:
- a. Occasioned by either the negligent or willful conduct of the Lessee and/or its agents; and/or
  - b. Made by any person or entity holding under the Tenant; and/or
  - c. Made by any person or entity on the Premises or on the Port's property as a result of Lessee's activity, regardless of who the injured party may be.

This indemnification and hold harmless shall not apply to the extent the damages were caused by the gross negligence or willful misconduct of the Port.

- 16. NOTICES OF CLAIMS OR CAUSES OF ACTION:** In the event any action or proceeding is brought against the Port or Lessee for which a party seeks indemnification pursuant to the indemnification provision set forth in Paragraph 15, above, the party seeking indemnification shall give the other party written notice within thirty (30) days of being served or otherwise being put on notice of such a claim or cause of action. The party receiving a demand for indemnification shall accept or reject the tender of the defense of a claim or cause of action by written notice to the other party within sixty (60) days of its receipt of the demand for indemnification. If a party accepts the defense of the tendered claim or cause of action it shall also notify the other party of the identity of the law firm and lawyer which has been retained to represent the Port and/or the Lessee in responding to the claim or cause of action.

- 17. LIMITED WAIVER OF IMMUNITY UNDER WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW AND OTHER SIMILAR INDUSTRIAL INSURANCE SCHEMES:** For purposes of the indemnification provision set forth in Paragraph 15, above, and only to the extent of claims against Lessee by the Port under such indemnification provision, Lessee specifically waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW, The United States Longshore and Harbor Workers' Compensation Act, 33 USC §901-950, or any other similar workers' compensation schemes. The indemnification obligation under this lease shall not be limited in any way by any limitation on the amount or type of damages, compensation

or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The foregoing provision was specifically negotiated and agreed upon by the parties hereto.

- 18. INSURANCE:** Lessee agrees to maintain during the lease term liability insurance as set forth below, at Lessee's sole expense.
- a. Comprehensive General Liability Insurance against claims for injury or death to persons or damage to property with minimum limits of liability of \$1,000,000.00 combined single limit per occurrence. Such insurance shall include but not be limited to bodily injury liability, personal injury liability, property damage liability, broad form property damage liability, contractual liability, and products/completed operations liability. The policy of insurance required under this paragraph shall:
    - i. Be written as a primary policy; and
    - ii. Expressly provide that the defense and indemnification of the Port as an "additional insured" will not be affected by any act or omission by Lessee which might otherwise result in a forfeiture of said insurance; and
    - iii. Contain a separation of insureds provision such that the policy applies separately to each insured that is the subject of a claim or suit; and
    - iv. Not contain a crossclaim, cross-suit, or other exclusion that eliminates coverage by one insured against another; and
    - v. Provide for coverage for damage to the Port's property caused by the Lessee.
  - b. Comprehensive Business Automobile Liability Insurance against claims for injury or death to persons or damage to property with minimum limits of liability of \$1,000,000 combined single limit for each occurrence. Such insurance shall include but not be limited to bodily injury liability, property damage liability, hired car liability, and non-owned auto liability.
  - c. Workers Compensation Insurance as will protect Lessee's employees from claims under Washington Workers Compensation Act as well as all Federal Acts applicable to the Lessee's operations at the site such as but not limited to U.S. Longshoremen and Harbor Workers' Act, Jones Act, and Federal Employers Liability section of the Washington Workers Compensation Policy and all Federal Acts Insurance shall not be less than \$1,000,000.00 for each occurrence.
  - d. The Lessee agrees to supply the Port with appropriate evidence to establish that its insurance obligations have been met, and that the insurance policy or policies are not subject to cancellation without at least thirty (30) days advance written notice to the Port. The conditions set forth in subparagraphs a, b and c of this Paragraph 18 shall be met prior to inception of this Lease Agreement.
- 19. WAIVER OF SUBROGATION:** The Port and Lessee hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured

against under their respective insurance contracts, including any extended coverage endorsements thereto, PROVIDED that this paragraph is effective only to the extent that the insurance company(ies) actually pay(s) for such injury, loss or damage, and, PROVIDED FURTHER, that this paragraph shall be inapplicable if it would have the effect, but only to the extent that it would have the effect, of invalidating any insurance coverage of the Port or Lessee.

- 20. INCREASE IN COST OF INSURANCE:** Lessee shall not use the demised Premises in such a manner as to increase the existing rates of insurance applicable to the improvements of which the Premises are a part. If it nevertheless does so, then, at the option of the Port, the full amount of any resulting increase in premiums paid by the Port with respect to the leased Premises, and to the extent allocable to the term of this Lease, may be added to the amount of rental hereinabove specified and shall be paid by Lessee to the Port upon the monthly rental day next thereafter occurring.
- 21. HAZARDOUS SUBSTANCES WARRANTY AND AGREEMENT:** Lessee has examined the Hazardous Substance Warranty and Agreement, consisting of five (5) pages, which is attached hereto as Exhibit "B" and which, by this reference, is incorporated herein as fully set forth herein and acknowledges full understanding of its obligations under said Hazardous Substances Warranty and Agreement.
- 22. TAXES:** Lessee shall be liable for, and shall pay throughout the term of this Lease, all license and excise fees and occupation taxes covering the business conducted on the Premises, and all taxes on property of Lessee on the leased Premises and any taxes on the leased Premises or leasehold interest created by this Lease Agreement and any taxes and assessments based on the Premises or any improvements located thereon.
- 23. COMPLIANCE WITH PORT REGULATIONS AND WITH ALL LAWS:** Lessee agrees to comply with all applicable rules and regulations of the Port pertaining to the improvements or other realty of which the Premises are a part now in existence or hereafter promulgated for the general safety and convenience of the Port, its various tenants, invitees, licensees, and the general public. Lessee also agrees to comply with all applicable federal, state, and local laws, rules, regulations, ordinances, permits and permit requirements, orders, and decrees of all governmental bodies having authority over the Premises, or any improvements located thereon, or any activity conducted thereon, as currently in effect or as may be hereafter amended or issued. Lessee shall defend, indemnify, and hold the Port harmless against all claims, costs (including but not limited to attorney fees), fees, fines, penalties, liabilities, losses, and damages that the Port may incur by reason of any charge, claim, litigation, or enforcement action related to any actual or claimed violation of any of the foregoing. Lessee further agrees that all improvements, approved by the Port will be properly permitted by the City of Port Townsend. Any fees for any inspection

of the Premises during or for the lease term by any federal, state, or municipal officer and the fees for any so-called "Certificate of Occupancy" shall be paid by Lessee.

- 24. ASSIGNMENT OR SUBLEASE:** Lessee shall not assign or transfer this Lease or any interest therein nor sublet the whole or any part of the Premises, nor shall this Lease or any interest thereunder be assignable or transferable by operation of law or by any process or proceeding of any court, otherwise, without the written consent of the Port first had and obtained. If Lessee is a corporation, Lessee further agrees that if at any time during the term of this Lease more than one-half (1/2) of the outstanding shares of any class of stock of Lessee corporation shall belong to any stockholders other than those who own more than one-half (1/2) of the outstanding shares of that class of stock at the time of the execution of this Lease or to members of their immediate families, such change in the ownership of the stock of the Lessee shall be deemed an assignment of this Lease within the meaning of this paragraph. If the Port shall give its consent to any assignment or sublease, this paragraph shall nevertheless continue in full force and effect and no further assignment or sublease shall be made without the Port's consent.
- 25. EASEMENTS:**
- a. The parties recognize that the Port's facilities are continuously being modified to improve the utilities and services used and provided by the Port. The Port, or its agents, shall have the right to enter the demised Premises of the Lessee, and to cross over, construct, move, reconstruct, rearrange, alter, maintain, repair, and operate the sewer, water, and drainage lines, and the electrical service, and all other services required by the Port for its use. The Port is hereby granted a continuous easement or easements that the Port believes is necessary within the Premises leased by the Lessee, without any additional cost to the Port for the purposes expressed hereinabove, PROVIDED, HOWEVER, that the Port by virtue of such use, does not significantly impact or deprive the Lessee from its beneficial use or occupancy of the leased Premises.
  - b. In the event the Port significantly impacts Lessee's beneficial use or occupancy of the leased Premises, then there will be an equitable adjustment in rent. In the event the Port permanently deprives Lessee from such beneficial use or occupancy, then the cost required to modify its Premises to allow the Lessee to operate its business will be negotiated and paid by the Port to the Lessee. In the event such entry by the Port is temporary in nature, the Port shall reimburse the Lessee for the cost required to modify its Premises for the temporary period that Lessee is inconvenienced by such Port entry.
- 26. DEFAULTS:** Time is of the essence of this Lease Agreement, and in the event of the failure of Lessee to pay the rentals or other charges at the time and in the manner herein specified, or to keep any of the covenants or agreements herein set forth to be kept and

performed, the Port may elect to terminate this Lease and reenter and take possession of the Premises with or without process of law, PROVIDED, however, that Lessee shall be given fifteen (15) days' notice in writing stating the nature of the default in order to permit such default to be remedied by Lessee within said fifteen (15) day period. If upon such reentry there remains any personal property of Lessee or of any other person upon the leased Premises, the Port may, but without the obligation so to do, remove said personal property and hold it for the owners thereof or may place the same in a public garage or warehouse, all at the expense and risk of the owners thereof, and Lessee shall reimburse the Port for any expense incurred by the Port in connection with such removal and storage. After such stored property has been stored for a period of thirty (30) days or more, the Port shall have the right to sell such property PROVIDED, however that Lessee shall be given fifteen (15) days' written notice of the Port's intent to sell such property. The proceeds of such sale of stored property shall be applied first to the cost of such sale, second to the payment of the charges for storage, and third to the payment of any other amounts that may then be due from Lessee to the Port, and the balance, if any, shall be paid to Lessee. Notwithstanding any such reentry, the liability of Lessee for the full rental provided for herein shall not be extinguished for the balance of the term of this Lease, and Lessee shall make good to the Port any deficiency arising from a re-letting of the leased Premises at a lesser rental than that hereinbefore agreed upon. Lessee shall pay such deficiency each month as the amount thereof is ascertained by the Port. Any failure by the owners, officers, or principals of Lessee to pay rentals, storage fees, moorage or any other charges owed to the Port under separate contract shall constitute default under provisions of this Lease Agreement.

**27. TERMINATION BY PORT:**

- a. Nothing in this Lease shall be deemed to be a waiver of the Port's power of eminent domain. In the event that the Port, at its sole discretion, shall require the use of the Premises for any purpose for public or private use in connection with the operation of the business of the Port, then this Lease may be terminated by the Port by written notice delivered or mailed by the Port to the Lessee one hundred and eighty (180) or more days before the termination date specified in the notice. In the event of such a termination the Port shall be obligated to compensate the Lessee for the termination of Lessee's leasehold interest in the same manner as in the case of an exercise of the Port's eminent domain power.
- b. In the event the term of this Lease or any extended term expires, and an indefinite month-to-month tenancy results, then the resulting tenancy may be terminated by the Port by written notice delivered or mailed by the Port to the Lessee twenty (20) or more days before termination date specified in the notice. In the event of a holdover, month-to-month tenancy, no compensation

shall be owed to Lessee for loss of use, cost of relocation, and/or cost of improvement.

- 28. TERMINATION FOR GOVERNMENT USE:** In the event that the United States Government or any agency or instrumentality thereof shall, by condemnation or otherwise, take title, possession or the right to possession of the Premises or any part thereof, the Port may, at its option, terminate this Lease as of the date of such taking, and, if Lessee is not in default under any of the provisions of this Lease on said date, any rental prepaid by Lessee shall, to the extent allocable to any period subsequent to the effective date of the termination, be promptly refunded to Lessee.
- 29. TERMINATION BECAUSE OF COURT DECREE:** In the event that any court having jurisdiction in the matter shall render a decision which has become final and which will prevent the performance by the Port of any of its obligations under this Lease, then either party hereto may terminate this Lease by written notice, and all rights and obligations hereunder (with the exception of any undischarged rights and obligations that accrued prior to the effective date of termination) shall thereupon terminate. If Lessee is not in default under any of the provisions of this Lease on the effective date of such termination, any rental prepaid by Lessee shall, to the extent allocable to any period subsequent to the effective date of the termination, be promptly refunded to Lessee.
- 30. INSOLVENCY:** If Lessee shall file a petition in bankruptcy, or if Lessee shall be adjudged bankrupt or insolvent by any court, or if a receiver of the property of Lessee shall be appointed in any proceeding brought by or against Lessee, or if Lessee shall make an assignment for the benefit of creditors, or if any proceedings shall be commenced to foreclose any mortgage or any other lien on Lessee's interest in the Premises or on any personal property kept or maintained on the Premises by Lessee, the Port may at its option, terminate this Lease.
- 31. WAIVER:** No word, act or omission of the Port shall be deemed to be a waiver of any default or noncompliance by Lessee under the terms of this Lease or of any right of the Port hereunder or of any notice given by the Port hereunder unless the Port so advises Lessee in writing. The acceptance of rental by the Port for any period or periods after a default by Lessee hereunder shall not be deemed a waiver of such default unless the Port shall so intend and shall so advise Lessee in writing. No waiver by the Port of any default hereunder by Lessee shall be construed to be or act as a waiver of any subsequent default by Lessee. After any default shall have been cured by Lessee, it shall not thereafter be used by the Port as a ground for the commencement of any action under the provisions of Paragraph 26 hereof.

- 32. PRIOR AGREEMENTS:** This Lease contains all the agreements of the parties with respect to any matter covered or mentioned in this Lease, and no prior agreement, letter of intent or understanding pertaining to any such matter will be effective for any purpose. No provisions of this Lease may be amended or added to, except by an agreement in writing signed by the parties or their respective successors in interest.
- 33. ATTORNEYS' FEES AND COSTS:** In the event either party requires the services of an attorney in connection with enforcing or interpreting the terms of this Lease, or in the event suit is brought for the recovery of any sums due under this Lease or for the breach of any covenant or condition of this Lease, or for the restitution of the Premises to the Port or eviction of the Lessee during the lease term or after the expiration thereof, the substantially prevailing party is entitled to reasonable attorneys' fees and all costs incurred in connection therewith, including, without limitation, the fees of accountants, appraisers and other professionals, whether at trial, on appeal or without resort to suit.
- 34. PROMOTION OF PORT COMMERCE:** Lessee agrees that throughout the term of this Lease it will, insofar as practicable, promote and aid the movement of passengers and freight through facilities within the territorial limits of the Port. Lessee further agrees that all incoming shipments of commodities that it may be able to control or direct shall be made through facilities within the territorial limits of the Port if there will be no resulting cost or time disadvantage to Lessee.
- 35. VACATION OF PREMISES – HOLDING OVER:** In the event that no new lease has been negotiated and executed by the parties (or their successors) prior to the termination of this Lease, and upon written notice from the Port given at any time prior to the expiration of the term, Lessee shall promptly vacate the Premises on or before the last day of the term, leaving the Premises in the condition described in Paragraph 36, below. If Lessee holds over after the expiration or earlier termination of this Lease without the express written consent of the Port, Lessee will be a tenant at sufferance only and otherwise subject to the terms, covenants and conditions herein specified, insofar as applicable, except that the monthly rent will be one hundred twenty-five percent (125%) of the rent applicable during the last rental period under this Lease. Tenant shall also pay its share of then current additional rent, prorated daily. Acceptance by the Port of rent after the expiration or earlier termination of this Lease will not result in a renewal of this Lease. The forgoing provisions of this section are in addition to and do not affect the Port's right of re-entry or any other rights of the Port hereunder or otherwise provided by law. Lessee hereby indemnifies and agrees to hold the Port harmless from all loss, injury or liability arising from Lessee's failure to surrender the Premises upon the expiration or earlier termination of this Lease.



- 36. SURRENDER OF PREMISES:** The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, will not work a merger, and will, at the option of the Port, operate as an assignment to it of any or all subleases or subtenancies. Upon the expiration or earlier termination of this Lease, Lessee shall peaceably surrender the Premises and all alterations and additions thereto, leave the Premises clean, in as good order, repair and condition as was provided to Lessee on the commencement date, reasonable wear and tear excepted, and Lessee shall comply with the provisions of Paragraph 12, above. The delivery of keys to any employee of the Port or to the Port's agent or any employee thereof shall not be sufficient to constitute a termination of this Lease or a surrender of the Premises.
- 37. ADVANCES BY PORT FOR LESSEE:** If Lessee shall fail to do anything required to be done by it under the terms of this Lease, except to pay rent, the Port may, at its sole option, do such act or thing on behalf of Lessee, and upon notification to Lessee of the cost thereof to the Port, Lessee shall promptly pay the Port the amount of that cost.
- 38. LIENS AND ENCUMBRANCES:** Lessee shall keep the leased Premises free and clear of any liens and encumbrances arising or growing out of the use and occupancy of the said Premises by Lessee. At the Port's request, Lessee shall furnish the Port with written proof of payment of any item that would or might constitute the basis for such a lien on the leased Premises if not paid.
- 39. NOTICES:** All notices hereunder may be personally delivered or mailed. If mailed, they shall be sent by certified or registered mail to the following respective addresses:

To Lessor:

THE PORT OF PORT TOWNSEND  
Attn: Lease & Contracts Administrator  
P.O. Box 1180  
Port Townsend, Washington 98368

To Lessee:

PORT TOWNSEND FURNITURE CLINIC  
Attn: Tom Powell  
308-A 10<sup>th</sup> Street  
Port Townsend, WA 98368  
Phone: (360) 385-3628

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. Notices sent by mail shall be deemed to have been given when received or refused by the addressee.

- 40. "LESSEE" INCLUDES LESSEES, ETC.:** It is understood and agreed that for convenience the word "Lessee" and verbs and pronouns in the singular number and neuter gender are uniformly used throughout this Lease, regardless of the number, gender or fact of incorporation of the party who is, or of the parties who are, the actual Lessee or Lessee under this Lease Agreement.
- 41. CAPTIONS:** The captions in this Lease are for convenience only and do not in any way limit or amplify the provisions of this Lease.
- 42. SEVERABILITY:** If any term or provision of this Lease Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.
- 43. NON-DISCRIMINATION SERVICES:** The Lessee agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, sex, sexual orientation, or national origin in furnishing, or by refusing to furnish, to such person, or persons, the use of the facility herein provided, including all services, privileges, accommodations, and activities provided thereby.

It is agreed that the Lessee's noncompliance with the provisions of this clause shall constitute a material breach of this Lease. In the event of such noncompliance, the Port may take appropriate action to enforce compliance, may terminate this Lease, or may pursue such other remedies as may be provided by law.

- 44. NON-DISCRIMINATION EMPLOYMENT:** The Lessee covenants and agrees that in all matters pertaining to the performance of this Lease, Lessee shall at all times conduct its business in a manner which assures fair, equal and non-discriminatory treatment of all persons without respect to race, creed or national origin and, in particular:
- a. Lessee will maintain open hiring and employment practices and will welcome applications for employment in all positions from qualified individuals who are members of racial or other minorities, and
  - b. Lessee will comply strictly with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto relating to the establishment of non-discriminatory requirements in hiring and employment practices and assuring the service of all patrons or customers without discrimination as to any person's race, creed, color, sex, sexual orientation, or national origin.
- 45. SUCCESSORS AND ASSIGNS:** Except as otherwise provided in this Lease, all of the covenants, conditions and provisions of this Lease are binding upon and inure to the

benefit of the parties and their respective heirs, personal representatives, successors and assigns. If the Port sells or otherwise conveys its title to the Premises, then after the effective date of such sale or conveyance, the Port will have no further liability under this Lease to Lessee except as to matters of liability which have accrued and are unsatisfied as of the date of sale or conveyance, and Lessee must seek performance solely from the Port's purchaser or successor in title. The Port's successor will have all rights of the Port, as Landlord, hereunder.

Lease Agreement dated this \_\_\_ day of January 2025 is hereby approved by the Port of Port Townsend and effective upon the receipt of a deposit and insurance documentation from the Lessee.

**THIS AGREEMENT HAS BEEN NEGOTIATED BETWEEN THE PARTIES AND CONTAINS A LIMITED WAIVER OF IMMUNITY UNDER TITLE 51 RCW, AND INDEMNIFICATION AND A RELEASE.**

**LESSEE: Thomas Brent Powell d/b/a Port Townsend Furniture Clinic**

By: \_\_\_\_\_  
Thomas Brent Powell

**LESSOR: Port of Port Townsend**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Eron Berg, Executive Director

\_\_\_\_\_  
Eric Toews, Port Attorney

**STATE OF WASHINGTON  
COUNTY OF JEFFERSON**

I certify that I know or have satisfactory evidence that THOMAS BRENT POWELL signed this instrument and that he is authorized to execute the instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

Signature of  
Notary Public: \_\_\_\_\_

My Appointment Expires: \_\_\_\_\_

**STATE OF WASHINGTON  
COUNTY OF JEFFERSON**

I certify that I know or have satisfactory evidence that ERON BERG signed this instrument and that he is authorized to execute the instrument as Executive Director of the Port of Port Townsend and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

Signature of  
Notary Public: \_\_\_\_\_

My Appointment Expires: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION  
PORT TOWNSEND FURNITURE CLINIC  
BOAT HAVEN BUILDING LEASE**

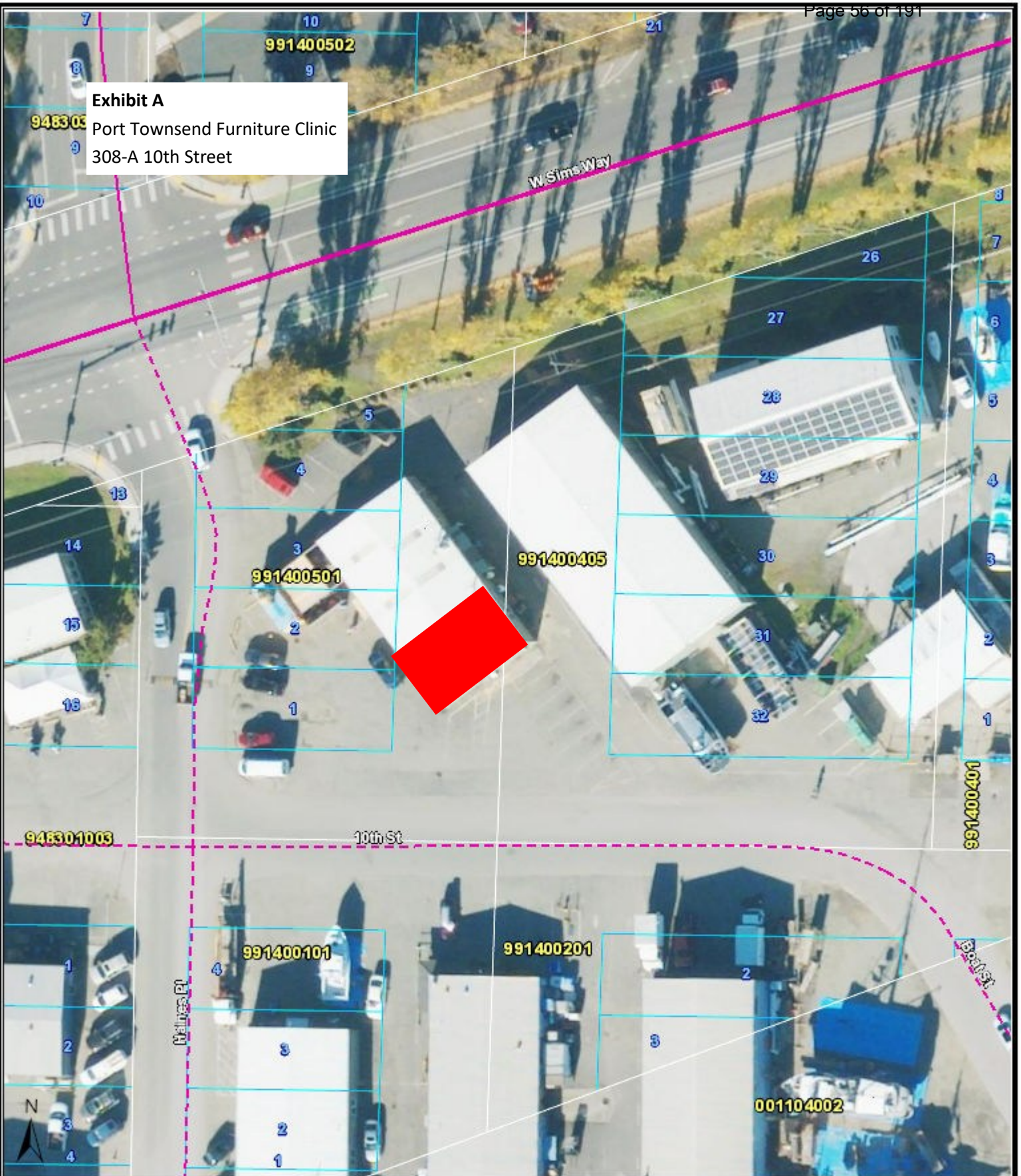
The premises identified in paragraph #1 of this Building Lease Agreement are located on Assessor's Parcel Number 991400501 at the Port's Boat Haven facility, at 308-a 10<sup>th</sup> Street, **on portions of Lots 1, 2, and 3 of Block 1 of the Railroad Addition, Section 10, Township 30 North, Range 1 West of the Willamette Meridian**, Port Townsend, Jefferson County, Washington.

**EXHIBIT A**

**LEGAL DESCRIPTION  
PORT TOWNSEND FURNITURE CLINIC  
BOAT HAVEN BUILDING LEASE**

The premises identified in paragraph #1 of this Boat Haven Building Lease Agreement are located on portions of Assessor's Parcel Numbers 991400501 and 991400405 at the Port's Boat Haven facility, at 308-A 10<sup>th</sup> Street, on a portion of the First Supplemental Plat of the Eisenbeis Addition to the City of Port Townsend recorded in Volume 2 of Plats, Page 24, Records of Jefferson County, Washington, in Section 10, Township 30 North, Range 1 West of the Willamette Meridian, Port Townsend, Jefferson County, Washington.

**Exhibit A**  
Port Townsend Furniture Clinic  
308-A 10th Street



*These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.*

### Jefferson County, WA



Scale: 1:564

Date: 1/6/2025

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.



**EXHIBIT "B"**  
**HAZARDOUS SUBSTANCES WARRANTY AND AGREEMENT**

RIDER TO LEASE AGREEMENT DATED: \_\_\_\_\_, 2025, BETWEEN THE PORT OF PORT TOWNSEND and THOMAS BRENT POWELL d/b/a PORT TOWNSEND FURNITURE CLINIC, a Washington sole proprietor.

**IT IS HEREBY AGREED THAT THE LEASE AGREEMENT IDENTIFIED ABOVE SHALL BE SUPPLEMENTED AND MODIFIED AS FOLLOWS:**

1. **HAZARDOUS SUBSTANCES ON PREMISES.** Without the express written permission of Lessor, Lessee shall not store, use or have present on or adjacent to the premises any hazardous or toxic substances, including those substances defined as "hazardous" or "extremely hazardous" under federal or Washington State environmental statutes or regulation (including but not limited to 42 USC 9601 et seq., 40 CFR Part 302, RCW Chapter 70.105D.020 and WAC 173-340-200, and any successor statutes and regulation), except as follows: \_\_\_\_\_  
\_\_\_\_\_
2. **STORAGE AND USE OF HAZARDOUS SUBSTANCES.** Lessee agrees at all times to restrict its storage and use of substances identified in Paragraph 1 to the inside of the permanent building(s) at the premises, and specifically to those locations within such buildings(s) having concrete flooring or such other impermeable flooring as Lessor may in its sole discretion approve in writing upon request by Lessee.
3. **HANDLING AND DISPOSAL.** The Lessee agrees to use said substances identified in paragraph 2 only on areas which have impermeable surfaces and or other means for preventing accidental contact by such substances with the soils upon the leasehold or its surrounding area.
4. **RELEASES OF HAZARDOUS SUBSTANCES PROHIBITED.** Lessee shall not release, dispose of, or permit a release of, any of the substances described or identified in paragraph 1 onto the premises or into the environment surrounding the premises.
5. **REGULATORY COMPLIANCE.** Lessee warrants and agrees that, during the term of this lease and any extensions thereof, it will take all steps necessary to comply with all applicable federal, state and local requirements for the containment, storage, use and disposal of any and all hazardous or toxic substances at the premises, including but not limited to obtaining and maintaining all necessary federal, state and local permits or licenses, and obtaining any required federal or state hazardous waste generator or transporter identification numbers. Lessee shall provide to Lessor a copy of each such

existing permit, license, and identification number before occupancy, and shall provide a copy of any such permit, license, and identification number which Lessee may obtain in the future within seven days of receipt by Lessee.

6. **DISPOSAL OF HAZARDOUS WASTES.** In the event Lessee has occasion or need to dispose of hazardous or toxic substances or wastes, and unless otherwise agreed in writing, Lessee shall retain an independent hazardous waste disposal firm to dispose of any and all such substances at an off-site facility which has been properly approved, licensed and authorized to accept such substances. Lessee shall ensure that the disposal firm is properly licensed and in good standing with the applicable regulatory authorities for such work, and that it has all required transporter identification numbers.
7. **LESSEE'S WARRANTY OF NO CONTAMINATION.** Except as may be disclosed in Attachment No. 1 hereto, Lessee warrants and represents (1) that it has not released any toxic or hazardous substances onto the premises or into the environment in connection with its activities at the premises, (2) that it has inspected the premises and is not aware of any indication that a release of any hazardous substances has ever occurred at the premises, including prior to Lessee's occupancy, (3) that it has never been formally accused or cited, at the premises or elsewhere, for any violation of environmental laws, regulations or any hazardous waste-related governmental permit, and (4) that no claims or litigation have ever been pending against it by any person or governmental agency involving any use, storage, release or disposal of hazardous or toxic waste. If any such releases, formal accusations, citations, claims or litigation against Lessee arise during the term of this lease or any extension thereof, then Lessee shall notify Lessor in writing within seven (7) days of such event, and shall provide Lessor with a copy of each document reflecting such event.
8. **INDEMNIFICATION AND HOLD HARMLESS.** Lessee shall indemnify and hold Lessor harmless with respect to any and all direct or indirect expenses, losses of damages, including all consequential damages, Attorney's fees, and litigation-related expenses and costs, incurred by Lessor which result from (1) Lessee's breach of provision of this Rider, (2) claims, actions, suites, proceedings, judgments, fines or remedial orders (including orders to clean up contamination at the premises) which arise because of Lessee's breach of this Rider, (3) Lessee's violation of environment laws or regulations, or (4) Lessee's release of a toxic or hazardous substance onto the premises or into the surrounding environment. This provision shall apply regardless of whether Lessee has been negligent or at fault for such breach, violation, or release. This obligation by the Lessee shall survive the expiration or termination of the lease agreement and the sale of the property. If Lessor so requests, Lessee shall accept the tender of defense of, and shall retain counsel of Lessor's selection and at Lessee's expense to defend, any third-party claim asserted against Lessor in connection with alleged conduct by Lessee which, if true, would be in breach of the provision of this Rider.

9. **NOTIFICATION TO LESSOR OF CHANGES IN OPERATION.** Lessee agrees to notify Lessor in writing at least seven (7) days in advance of any previously undisclosed action which the Lessee plans to take which poses a material risk of a release of hazardous substance into the environment, including but not limited to material changes in Lessee's methods of hazardous waste disposal, material increases in the volume of Lessee's hazardous waste disposal, or material changes in the nature of any hazardous wastes which Lessee anticipates it will generate.
10. **COPIES OF ENVIRONMENTAL CORRESPONDENCE.** Lessee agrees to provide Lessor with copies of all past and future correspondence to or from the Washington Department of Ecology, the U.S. Environmental Protection Agency, and any other government agency which has had or may have contact with Lessee regarding environmental concerns pertaining to the premises.
11. **NOTIFICATION OF SPILLS OR RELEASES.** Lessee shall comply with all notification requirements under the applicable federal, state and local environmental statutes and regulations, including but not limited to the timely notification of the appropriate government authorities of any spills or releases of toxic or hazardous substances into the environment or onto the premises. Lessee shall notify Lessor within 24 hours of discovery of any such spills or releases and shall provide copies of all correspondence and documents related to such spills or releases to Lessor with seven days after receipt or creation, as the case may be.
12. **LESSOR'S REMEDY FOR BREACH OR VIOLATION.** In the event Lessee permits a release of a hazardous substance to occur at or near the premises, or breaches any provision of this Rider, Lessor shall be entitled (1) to terminate the lease agreement immediately, (2) to require Lessee to cease all operation which pose a risk of releasing a hazardous substance into the environment, and (3) to require Lessee to begin an immediate cleanup of any and all contamination at the premises to the extent necessary to achieve full compliance with the applicable environmental laws and regulations. Lessor shall be entitled to obtain immediate injunctive relief from a court of competent jurisdiction to enforce this provision. These remedies shall be in addition to, and not in substitution for, any other remedies available to Lessor under applicable law.
13. **ANNUAL DECLARATION OF COMPLIANCE.** Within ten (10) days of receipt of a written request by Lessor, Lessee shall provide to lessor a declaration of Lessee's compliance or non-compliance with the applicable environmental laws and regulations and with the provisions of this Rider, in the form set forth in Attachment No. 2. Lessor anticipates that it will request such a declaration annually, approximately on the anniversary date of this Rider.

**14. INSPECTION OF PREMISES.** Lessee agrees to permit and cooperate with any on-site inspections and testing requested by Lessor, including inspections and testing conducted by consultants or engineers hired by Lessor to evaluate Lessee's compliance with the applicable environmental requirements and the provisions of this Rider. Lessor shall provide Lessee within 24 hours advance notice of Lessor's intent to conduct such inspection or testing.

**15. DESIGNATED REPRESENTATIVE RESPONSIBLE FOR COMPLIANCE.** Tom Powell, whose cell phone number is \_\_\_\_\_ shall be the Lessee's designated representative who shall be primarily responsible (1) for Lessee's compliance with the provision of this Rider, (2) for handling contact with Lessor pertaining to environmental compliance, and (3) for signing on behalf of Lessee the annual declaration of compliance pursuant to Paragraph 12 above. Lessee shall promptly notify Lessor of any changes in the identity or telephone numbers of the designated representative.

**16. ADDITIONAL PROVISIONS.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LESSOR:**

**LESSEE:**

\_\_\_\_\_  
Eron Berg, Executive Director  
Port of Port Townsend

\_\_\_\_\_  
Thomas Brent Powell  
Thomas Brent Powell d/b/a  
Port Townsend Furniture Clinic

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**(Attachment No. 1 to Hazardous Substances Rider)**

**DISCLOSURE BY LESSEE**

The Lessee makes the following disclosure pursuant to Paragraph 6 of the Hazardous Substances Warranty and Agreement (Attach Additional page(s) if necessary):

1. Release(s) of Hazardous Substances by Lessee:  
(If none, initial here: \_\_\_\_\_)
  
2. Indication(s) of Contamination at Premises:  
(If none, initial here: \_\_\_\_\_)
  
3. Lessee Violation(s) of Environmental Regulations:  
(If none, initial here: \_\_\_\_\_)
  
4. Environmental Claims or Litigation Against Lessee:  
(If none, initial here: \_\_\_\_\_)

Lessee: **Thomas Brent Powell d/b/a Port Townsend Furniture Clinic**

By: \_\_\_\_\_  
Thomas Brent Powell, Owner

Date: \_\_\_\_\_

(Attachment No. 2 to Hazardous Substances Rider)

**DECLARATION OF COMPLIANCE**

**Tom Powell**, as the designated representative of Lessee primarily responsible for environmental compliance pursuant to Paragraph 12 of the Hazardous Substances Warranty and Agreement dated: \_\_\_\_\_, 2025, hereby declare and represent as follows on behalf of Lessee:

1. I have read, and am familiar with, Lessee's obligations and representations as set forth in the Hazardous Substances Warranty and Agreement applicable to Lessee.
2. I am not aware of, and do not believe there have been any violations by Lessee of any of the provisions in the Hazardous Substances Warranty and Agreement, or of any requirements imposed on Lessee by federal, state or local environment laws and regulations.
3. I have no reason to believe, and do not believe, that any of the representations in Paragraph 6 of the Hazardous Substances Warranty and Agreement are inaccurate as of the date indicated below.
4. Lessee has not stored, used or had present on or adjacent to the premises any hazardous or toxic substances except those that have been disclosed in writing to Lessor.
5. Lessee has not released, disposed of, or permitted the release of any hazardous or toxic substances onto the premises or into the environment surrounding the premises, except as has been disclosed in writing to Lessor.

Lessee: Thomas Brent Powell d/b/a Port Townsend Furniture Clinic

By: \_\_\_\_\_  
Thomas Brent Powell, Owner

Date: \_\_\_\_\_

# PORT OF PORT TOWNSEND

## AGENDA COVER SHEET

<b>MEETING DATE</b>	January 22, 2025
<b>AGENDA ITEM</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> 1 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input type="checkbox"/> Regular Business <input type="checkbox"/> Informational
<b>AGENDA TITLE</b>	IV. F. Board of Regents of the University of Washington – Point Hudson Building Lease
<b>STAFF LEAD</b>	Eric Toews, Deputy Director
<b>REQUESTED</b>	<input type="checkbox"/> Information <input checked="" type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	<ol style="list-style-type: none"> <li>1. Staff Memo</li> <li>2. Board of Regents of the University of Washington – Point Hudson Building Lease, including Exhibit 'A'</li> </ol>

If adopted as part of the consent agenda, no further action is needed. Approval of this item on the Consent Agenda authorizes the Executive Director to execute the Point Hudson Building Lease for Board of Regents of the University of Washington.

Alternative action: Remove from consent for discussion. Move to authorize the Executive Director to execute the Point Hudson Building Lease for Board of Regents of the University of Washington.

# PORT OF PORT TOWNSEND

## INFORMATIONAL MEMO

**DATE:** 1/22/2025  
**TO:** Port Commission  
**FROM:** Eric Toews, Deputy Director & Sue Nelson, Lease & Contracts Administrator  
**SUBJECT:** Board of Regents of the University of Washington Point Hudson Building Lease

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**ISSUE:** Should the Commission authorize the Executive Director to execute a Building Lease (substantially in the form presented) with the Board of Regents of the University of Washington?

**BACKGROUND:** The University of Washington has been a Port tenant since March of 2022. The UW currently holds a month-to-month agreement with the Port for a small office on the second floor of the Nomura Building, housing the local branch of Sea Grant, run by Aaron Barnett. This agreement terminates upon commencement of the new five-year lease at Point Hudson.

The Point Hudson location is the ideal community for a Sea Grant office, allowing Mr. Barnett to directly educate boaters on clean marinas, oil spills, pump-outs, etc. The office space is ideally located for Sea Grant, with the building space located directly above the Point Hudson Marina.

**RECOMMENDATION:** Authorize the Executive Director to execute Point Hudson Building Lease with the Board of Regents of the University of Washington.

**MOTION:** None required. Approval of this item on the Consent Agenda authorizes the Executive Director to execute the Lease with the Board of Regents of the University of Washington. The form will be in all material respects identical to the draft presented to the Commission under this agenda item.

**ATTACHMENTS:** Board of Regents of the University of Washington Point Hudson Building Lease, including Exhibit 'A'.



## PORT OF PORT TOWNSEND

### POINT HUDSON BUILDING LEASE

**THIS POINT HUDSON BUILDING LEASE AGREEMENT** ("Lease") is made this \_\_\_\_ day of January 2025, by and between the **PORT OF PORT TOWNSEND**, a municipal corporation organized and existing under the laws of the State of Washington, Landlord, hereinafter referred to as "the Port," and the **BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON**, a state institution of higher education and an agency of the State of Washington, as University and hereinafter referred to as "University." The Port and University are collectively referenced as the "Parties."

#### RECITALS:

- A. University currently rents from the Port Office #2-E in the Port's Nomura Building pursuant to that "Boat Haven Building Rental Agreement" dated March 14, 2022, as subsequently amended by that "Rental Agreement Amendment No. 1" dated July 7, 2023 (together, the "Rental Agreement").
- B. The Parties have agreed to terminate the Rental Agreement and execute a new lease providing University relocated and expanded office space.
- C. Effective January 31, 2025, at 11:59 p.m., the Parties have agreed to terminate the month-to-month term of the Rental Agreement which is superseded in its entirety by this Lease.

#### WITNESSETH:

That the Parties mutually agree as follows:

1. **LEASED PREMISES:** The Port leases to University and University leases from the Port the following described premises situated at the Port's Point Hudson facility in the City of Port Townsend, Jefferson County, State of Washington:

An approximately 338 square foot marine-related commercial office space located in Building #14 at 105 Hudson Street,

hereinafter referred to as "the Premises." All grounds and parking areas surrounding Building #14 are excluded from the Premises. The Premises are depicted upon Exhibit "A," which is attached hereto and incorporated herein by this reference.

2. **TERM:** The term of this Lease is five (5) years, beginning February 1, 2025, and ending at midnight, January 31, 2030, unless extended or sooner terminated as provided in this Lease (the "Term").
3. **RENT:**
- a. University agrees to pay as rent for the Premises the sum of **Six Hundred Seventy-Six Dollars and Zero Cents (\$676.00)** per month plus all applicable taxes (the "Rent").<sup>1</sup>
  - b. Rent for each month shall be paid to the Port in advance on or before the first day of each month of the Term and shall be payable at such place as the Port may hereinafter designate.
  - d. The first Rent payment shall not be due until the 15<sup>th</sup> day following mutual execution of this Lease. Thereafter Rent for each month shall be paid to the Port in advance of or before the first day of each month of the Term.
  - e. At University's election Rent payments may be made by automated clearing house ("ACH") transfer to the Port's designated bank account.
  - f. Commencing February 1, 2027, the Rent may be adjusted to the fair market rental rate then prevailing for comparable commercial and/or industrial property in the Western Washington area, bearing in mind all allowable uses of the property and all services and amenities available to the property by virtue of its location.
  - g. Except in the year when a fair market rate adjustment is made as set forth in subparagraph (f) of this Paragraph 3, the Rent beginning in year two (2) and annually throughout the Term will be adjusted by an amount equal to the accumulative amount found on the Consumer Price Index for all urban consumers (CPI-U) for Seattle-Tacoma-Bellevue compiled by the Department of Labor, Bureau of Statistics.
  - h. In no event shall any Rent adjustment result in a reduction in Rent from the rate paid in the prior year.
4. **LATE CHARGE:** In the event that any installment of Rent remains unpaid more than twenty (20) days after it is due, then University shall also be obliged to pay a "late charge" as per the Port of Port Townsend Rate Schedule then in effect.
5. **SECURITY DEPOSIT:** Upon the execution of this Lease, University shall deposit with the Port security in the amount of **Two Thousand Twenty-Eight Dollars and Zero Cents (\$2,028.00)**.<sup>2</sup> University has an existing deposit of **Three Hundred Sixty-Three Dollars and Forty-Four Cents (\$363.44)** currently on file with the Port under

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<sup>1</sup> Calculated as follows: 338 sf +/- of ground floor marine-related office space @ \$2.00 psf = \$676.00.

<sup>2</sup> Required security for all Port leases is three (3) months' rent, calculated as follows: \$676.00 per month x 3 = \$2,028.00

the Rental Agreement superseded by this Lease. Accordingly, University shall deposit and additional **One Thousand Six Hundred Sixty-Four Dollars and Fifty-Six Cents (\$1,664.56)** to satisfy the requirements of this paragraph (the "Security Deposit"). The Security Deposit shall be held by the Port as security for University's faithful performance of all its obligations under this Lease. Any interest earned on the Security Deposit shall be retained by the Port. The Security Deposit shall be returned to University upon termination of this Lease, less any charges owing to the Port, or expenses incurred by the Port in repairing damage caused by University or in restoring the Premises to the condition required upon termination of this Lease. Beginning in year three (3) and every three (3) years thereafter, the amount of the Security Deposit shall be increased in the same proportion as the annual Rent is increased above the basic Rent charged during the first (1<sup>st</sup>) year of the Term.

6. **USE OF PREMISES:** University shall use the Premises as an office for Sea Grant, a unit of the University of Washington, providing boater outreach services and related services, and shall not use them for any other purposes without the prior written consent of the Port. University shall use the entire premises for the conduct of said business in a first-class manner continuously during the entire Term, except for temporary closures for such periods as may reasonably be necessary for repairs or redecorating or for reasons beyond University's reasonable control. University shall not disturb the Port or any other tenant of the Port's by making or permitting any disturbance or any unusual noise, vibration or other condition on or in the Premises.
  
7. **CONDUCT COVENANTS AND WARRANTIES:** In addition to all other covenants and warranties set forth herein, University specifically represents to the Port as follows:
  - a. Quiet Conduct. The conduct of University and such others for whom University is responsible shall not, in any manner, disturb the quiet enjoyment of other tenants, invitees, or visitors, in or near where the Premises are located, including common areas.
  - b. Damage. The conduct of University and such others for whom University is responsible shall not result in or cause destruction or damage to the Premises, or any part thereof including, but not limited to all common areas, or the property of other tenants, their invitees, and visitors.
  
8. **ACCEPTANCE OF PREMISES:** University accepts the leased Premises "as is" and without further maintenance liability on the part of the Port. The Port makes no representations or warranties with respect to the condition, suitability, zoning restrictions, or usability, except the Port's right to grant a lease of the Premises. University acknowledges that University has fully inspected the Premises and is not relying on any statement or representation made by the Port or the Port's agents with respect to the condition of the

Premises, and University assumes the responsibility and risks of the same, including any defects or conditions that cannot be observed by casual inspection.

- 9. MAINTENANCE AND REPAIR:** Maintenance and repair of the Premises shall be the sole responsibility of University. Accordingly, at the expiration or sooner termination of this Lease, University shall return the Premises to the Port in the same condition in which received (or, if altered by University with the Port's consent, then the Premises shall be returned in such altered condition), reasonable wear and tear and damage by fire or unavoidable casualty excepted. University's obligation to make repairs shall not extend to any structural parts of the building, including the foundations, bearing and exterior walls, subflooring and roofs, the unexposed electrical, plumbing and sewerage systems (including those portions of the systems lying outside the Premises), exterior siding, exterior doors, window frames, gutters, downspouts, and the heating, and the ventilation system serving the Premises, unless such repairs are necessitated by University's negligence or failure to maintain the interior. University shall, at its' own expense, and at all times:
- a. Keep the Premises, and the adjoining roadways and sidewalks, neat, clean and in a safe and sanitary condition;
  - b. Maintain and keep the Premises in a good state of repair; and
  - c. Not commit waste of any kind.
- 10. ALTERATIONS AND IMPROVEMENTS:** University shall make no alterations or improvements to or upon the Premises or install any fixtures (other than trade fixtures which can be removed without injury to the Premises) without first obtaining written approval from the Executive Director of the Port. Such written approval shall also include agreement for disposition of the improvements upon termination of this Lease.
- 11. INSPECTION - "FOR RENT" SIGNS:** The Port reserves the right to inspect the Premises at any and all reasonable times throughout the Term, PROVIDED, that it shall not interfere unduly with University's operations. The right of inspection reserved to the Port hereunder shall impose no obligation on the Port to make inspections to ascertain the condition of the Premises and shall impose no liability upon the Port for failure to make such inspections. The Port shall have the right to place and maintain "For Rent" signs in conspicuous places on the Premises for thirty (30) days prior to the expiration or sooner termination of this Lease.
- 12. DAMAGE OR DESTRUCTION:**
- a. Should the Premises or the buildings or structures of which the Premises are a part be damaged by fire or other casualty, and if the damage is repairable within four (4) weeks from the date of the occurrence (with the repair work and the preparations therefore to be done during regular working hours on regular work days), the Premises shall be repaired with due diligence by the Port, and in the

meantime the monthly minimum rental shall be abated in the same proportion that the untenable portion of the Premises bears to the whole thereof, for the period from the occurrence of the damage to the completion of the repairs.

- b. Should the Premises or any buildings or structures of which the Premises are a part be completely destroyed by fire or other casualty, or should they be damaged to such an extent that the damage cannot be repaired within four (4) weeks of the occurrence, either party shall have the option to terminate this Lease on thirty (30) days' notice to the other party, effective as of any date not more than sixty (60) days' after the occurrence. If this paragraph shall become applicable, the Port shall advise University within thirty (30) days after the happening of any such damage whether the Port has elected to continue the lease in effect or to terminate it. If the Port shall elect to continue this Lease in effect, it shall commence and prosecute with due diligence any work necessary to restore or repair the Premises. If the Port shall fail to notify University of its election within said thirty (30) day period, the Port shall be deemed to have elected to terminate this Lease, and the lease shall automatically terminate sixty (60) days after the occurrence of the damage. For the period from the occurrence of any damage to the Premises to the date of completion of the repairs to the Premises (or to the date of termination of the lease if the Port shall elect not to restore the Premises), the monthly minimum rental shall be abated in the same proportion as the untenable portion of the Premises bears to the whole thereof.

- 13. INDEMNIFICATION AND HOLD HARMLESS:** The Port, its employees and agents shall not be liable for any injury (including death) to any persons or for damage to any property, regardless of how such injury or damage be caused, sustained, or alleged to have been sustained by the University or by others as a result of any condition (including existing or future defects in the Premises) or occurrence whatsoever related in any way to the Premises and the areas adjacent thereto or related in any way to University's use or occupancy of the Premises and of the areas adjacent thereto except to the extent attributable to the negligence or other wrongdoing of the Port or its employees, contractors or agents. University agrees to defend and to hold and save the Port harmless from all liability or expense of litigation in connection with any such items of actual or alleged injury or damage.

- 14. LIMITED WAIVER OF IMMUNITY UNDER WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW AND OTHER SIMILAR INDUSTRIAL INSURANCE SCHEMES:** For purposes of the indemnification provision set forth in Paragraph 13, above, and only to the extent of claims against University by the Port under such indemnification provision, University specifically waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW, The United States Longshore and Harbor Workers Compensation Act, 33 USC §901-950, or any other similar workers' compensation schemes. The indemnification obligation under

this Lease shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The foregoing provision was specifically negotiated and agreed upon by the parties hereto.

- 15. INSURANCE:** University acknowledges that all personal property kept on the Premises by University will be kept at its own risk, and that the Port and its insurers shall not be responsible for the loss of any such property. University further agrees to maintain the insurance set forth below during the Term, at University's sole expense. All such insurance shall name the Port of Port Townsend as an additional insured and shall be with insurance companies acceptable to the Port.
- a. Comprehensive General Liability Insurance against claims for injury or death to persons or damage to property with minimum limits of liability of \$1,000,000.00 combined single limit for each occurrence. Such insurance shall include but not be limited to bodily injury liability, personal injury liability, property damage liability, broad form property damage liability, contractual liability, and products/completed operations liability.
  - b. Workers Compensation Insurance as will protect University's employees from claims under Washington Workers Compensation Act as well as all Federal Acts applicable to the University's operations at the site such as but not limited to U.S. Longshoremen and Harborworkers Act, Jones Act, and Federal Employers Liability section of the Washington Workers Compensation Policy and all Federal Acts Insurance shall not be less than \$1,000,000.00 for each occurrence.
  - c. Notwithstanding the insurance and policy provisions set forth hereinabove, University may elect to self-insure to the equivalent coverage required above. In that event, as there will be no commercial policy, the Port will not be named as an additional insured.

University agrees to supply the Port with appropriate evidence to establish that its insurance obligations have been met, and that the insurance policy or policies are not subject to cancellation without at least thirty (30) days advance written notice to the Port.

- 16. WAIVER OF SUBROGATION:** The Port and University hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective fire insurance contracts, including any extended coverage endorsements thereto, PROVIDED, that this paragraph shall be inapplicable if it would have the effect, but only to the extent that it would have the effect, of invalidating any insurance coverage of the Port or University.
- 17. INCREASE IN COST OF INSURANCE:** University shall not use the Premises in such a manner as to increase the existing rates of insurance applicable to the buildings or structures of which the Premises are a part. If it nevertheless does so, then, at the option

of the Port, the full amount of any resulting increase in premiums paid by the Port with respect to the buildings or structures of which the Premises are a part, and to the extent allocable to the Term, may be added to the amount of rental hereinabove specified and shall be paid by University to the Port upon the monthly rental day next thereafter occurring.

- 18. TAXES:** University shall be liable for, and shall pay throughout the Term, all applicable license and excise fees and occupation taxes covering the business conducted on the Premises, and all applicable taxes on University's property on the Premises and any applicable taxes on the Premises or leasehold interest created by this Lease, including the Washington State Leasehold Tax.<sup>3</sup>
- 19. COMPLIANCE WITH PORT REGULATIONS AND WITH ALL LAWS:** University shall comply with all applicable rules and regulations of the Port pertaining to the building or other realty of which the Premises are a part now in existence or hereafter promulgated for the general safety and convenience of the Port, its various tenants, invitees, licensees, and the general public. University shall also comply with all applicable federal, state, and municipal laws, ordinances, and regulations and obtain all licenses necessary for the conduct of University's business upon the Premises.
- 20. ASSIGNMENT OR SUBLEASE:** University shall not assign, rent, or sublease any portion of this Lease.
- 21. DEFAULTS – TERMINATION FOR CAUSE:** Time is of the essence of this Lease, and in the event of the failure of University to pay the Rent or other charges at the time and in the manner herein specified, or to keep any of the covenants or agreements herein set forth to be kept and performed, the Port may elect to terminate this Lease and reenter and take possession of the Premises with or without process of law, PROVIDED, however, that University shall be given fifteen (15) days' notice in writing stating the nature of the default in order to permit such default to be remedied by University within the fifteen (15) day period. If upon such reentry there remains any personal property of University or of any other person upon the Premises, the Port may, but without the obligation so to do, remove said personal property and hold it for the owners thereof or may place the same in a public garage or warehouse, all at the expense and risk of the owners thereof, and University shall reimburse the Port for any expense incurred by the Port in connection with such removal and storage. The Port shall have the right to sell such stored property, without notice to University, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, and third to the payment of any other amounts which may then be due from University to the Port, and the balance, if

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<sup>3</sup> The Parties acknowledge that the University is a state agency exempt from paying the leasehold tax levied under RCW 82.29A.030.

any, shall be paid to University. Notwithstanding any such reentry, the liability of University for the full Rent provided for herein shall not be extinguished for the balance of the Term, and University shall make good to the Port any deficiency arising from a re-letting of the Premises at a lesser rental than that hereinbefore agreed upon. University shall pay such deficiency each month as the amount thereof is ascertained by the Port. Any failure by the University to pay rentals, storage fees, moorage or any other charges owed to the Port under separate contract shall constitute default under provisions of this Lease.

- 22. WAIVER:** The acceptance of Rent by the Port for any period or periods after a default by University hereunder shall not be deemed a waiver of such default unless the Port shall so intend and shall so advise University in writing. No waiver by the Port of any default hereunder by University shall be construed to be or act as a waiver of any subsequent default by University. After any default shall have been cured by University, it shall not thereafter be used by the Port as a ground for the commencement of any action under the provisions of Paragraph 21.
- 23. TERMINATION BY PORT:**
- a. Nothing in this Lease shall be deemed to be a waiver of the Port's power of eminent domain. In the event that the Port, at its sole discretion, shall require the use of the Premises for any purpose for public use in connection with the operation of the business of the Port, then this Lease may be terminated by the Port by written notice delivered or mailed by the Port to the University one hundred and eighty (180) or more days before the termination date specified in the notice. In the event of such a termination the Port shall be obligated to compensate the University for the termination of University's leasehold interest in the same manner as in the case of an exercise of the Port's eminent domain power.
  - b. In the event the Term of this Lease expires and an indefinite month-to-month tenancy results, then the resulting tenancy may be terminated by the Port by written notice delivered or mailed by the Port to the University twenty (20) or more days before termination date specified in the notice. In the event of a holdover, month-to-month tenancy, no compensation shall be owed to University for loss of use, cost of relocation, and/or cost of improvement.
- 24. TERMINATION FOR GOVERNMENT USE:** In the event that the United States Government or any agency or instrumentality thereof shall, by condemnation or otherwise, take title, possession or the right to possession of the Premises or any part thereof, the Port may, at its option, terminate this Lease as of the date of such taking, and, if University is not in default under any of the provisions of this Lease on said date, any rental prepaid by



University shall, to the extent allocable to any period subsequent to the effective date of the termination, be promptly refunded to University.

- 25. TERMINATION BECAUSE OF COURT DECREE:** In the event that any court having jurisdiction in the matter shall render a decision which has become final and which will prevent the performance by the Port of any of its obligations under this Lease, then either party may terminate this Lease by written notice, and all rights and obligations hereunder (with the exception of any undischarged rights and obligations that accrued prior to the effective date of termination) shall thereupon terminate. If University is not in default under any of the provisions of this Lease on the effective date of such termination, any rental prepaid by University shall, to the extent allocable to any period subsequent to the effective date of the termination, be promptly refunded to University.
- 26. SIGNS:** No signs or other advertising matter, symbols, canopies, or awnings shall be attached to or painted or within the Premises, including the windows and doors thereof, without the approval of the Executive Director of the Port first had and obtained. At the termination or sooner expiration of this Lease, all such signs, advertising matter, symbols, canopies, or awnings attached to or painted by University shall be removed by University at its own expense, and University shall repair any damage or injury to the Premises, and correct any unsightly condition, caused by the maintenance and removal of said signs, etc.
- 27. PRIOR AGREEMENTS:** This Lease contains all the agreements of the Parties with respect to any matter covered or mentioned in this Lease, and no prior agreement, letter of intent or understanding pertaining to any such matter will be effective for any purpose. No provisions of this Lease may be amended or added to, except by an agreement in writing signed by the Parties or their respective successors in interest.
- 28. ATTORNEYS' FEES AND COSTS:** In the event either party requires the services of an attorney in connection with enforcing or interpreting the terms of this Lease, or in the event suit is brought for the recovery of any sums due under this Lease or for the breach of any covenant or condition of this Lease, or for the restitution of the Premises to the Port or eviction of the University during the Term of after the expiration thereof, the substantially prevailing party is entitled to reasonable attorneys' fees and all costs incurred in connection therewith, including, without limitation, the fees of accountants, appraisers and other professionals, whether at trial, on appeal or without resort to suit. Any action brought under the terms of this Lease shall be maintained in Jefferson County, Washington.
- 29. VACATION OF PREMISES – HOLDING OVER:** In the event that no new lease has been negotiated and executed by the Parties (or their successors) prior to the termination of this Lease, and upon written notice from the Port given at any time prior to the expiration

of the Term, University shall promptly vacate the Premises on or before the last day of the Term, leaving the Premises in the condition described in Paragraph 30, below. If University holds over after the expiration or earlier termination of this Lease without the express written consent of the Port, University will be a tenant at sufferance only and otherwise subject to the terms, covenants and conditions herein specified, insofar as applicable, except that the monthly Rent will be one hundred twenty-five percent (125%) of the Rent applicable during the last rental period under this Lease. University shall also pay its share of then current additional Rent, prorated daily. Acceptance by the Port of Rent after the expiration or earlier termination of this Lease will not result in a renewal of this Lease. The forgoing provisions of this paragraph are in addition to and do not affect the Port's right of re-entry or any other rights of the Port hereunder or otherwise provided by law. University hereby indemnifies and agrees to hold the Port harmless from all loss, injury or liability arising from University's failure to surrender the Premises upon the expiration or earlier termination of this Lease.

- 30. SURRENDER OF PREMISES:** Upon the expiration or earlier termination of this Lease, University shall peaceably surrender the Premises and all alterations and additions thereto, leave the Premises clean, in as good order, repair and condition as was provided to University on the commencement date, reasonable wear and tear excepted, and University shall comply with the provisions of Paragraph 10, above. The delivery of keys to any employee of the Port or to the Port's agent or any employee thereof shall not be sufficient to constitute a termination of this Lease or a surrender of the Premises.
- 31. ADVANCES BY PORT FOR UNIVERSITY:** If University shall fail to do anything required to be done by it under the terms of this Lease, except to pay Rent, the Port may, provided it has given written notice to University, at its sole option, do such act or thing on behalf of University, and upon notification to University of the cost thereof to the Port, University shall promptly pay the Port the amount of that cost.
- 32. LIENS AND ENCUMBRANCES:** University shall keep the Premises free and clear of any liens and encumbrances arising or growing out of the use and occupancy of the Premises by University. At the Port's request, University shall furnish the Port with written proof of payment of any item that would or might constitute the basis for such a lien on the Premises if not paid.
- 33. NOTICES:** Notices under this Lease shall be in writing and delivered in person or by United States mail with postage prepaid to the Parties at their respective address(es) set forth below, or to such other place as may hereafter be designated by either party in writing. Notice by person shall be deemed delivered at the time of delivery; notice by mail shall be deemed delivered as of three (3) business days following the postmarked time and date of mailing.
- To Port:

Port of Port Townsend  
Attn: Leasing & Contracts Administrator  
P.O. Box 1180  
Port Townsend, Washington 98368

Phone: 360-385-0656

To University:

Mailing Address  
University of Washington  
Real Estate  
Campus Box 359950  
Seattle, WA 98195-9450

Courier Address  
University of Washington  
Real Estate – UW Tower  
4333 Brooklyn Ave. NE, T-13  
Seattle, WA 98195

Phone: 206-616-3400  
Email: uwreo@uw.edu

34. **JOINT AND SEVERAL LIABILITY:** Each and every party who signs this Lease, other than in a representative capacity, shall be jointly and severally liable hereunder.
35. **LANGUAGE:** It is understood and agreed that for convenience verbs and pronouns in the singular number and neuter gender are uniformly used throughout this Lease, regardless of the number, gender, or fact of incorporation of the party who is, or of the Parties who are, the actual Port or University under this Lease.
36. **CAPTIONS:** The captions in this Lease are for convenience only and do not in any way limit or amplify the provisions of this Lease.
37. **SEVERABILITY:** If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.
38. **NON-DISCRIMINATION - SERVICES:** University agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, sex, sexual orientation, or national origin in furnishing, or by refusing to furnish, to such person, or persons, the use of the facility herein provided, including all services, privileges, accommodations, and activities provided thereby. University's noncompliance with the provisions of this clause shall constitute a material breach of this Lease. In the

event of such noncompliance, the Port may take appropriate action to enforce compliance, may terminate this Lease, or may pursue such other remedies as may be provided by law.

- 39. NON-DISCRIMINATION - EMPLOYMENT:** University covenants and agrees that in all matters pertaining to the performance of this Lease, University shall at all times conduct its business in a manner which assures fair, equal and non-discriminatory treatment of all persons without respect to race, creed or national origin and, in particular:
- a. University will maintain open hiring and employment practices and will welcome applications for employment in all positions from qualified individuals who are members of racial or other minorities, and
  - b. University will comply strictly with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto relating to the establishment of non-discriminatory requirements in hiring and employment practices and assuring the service of all patrons or customers without discrimination as to any person's race, creed, color, sex, sexual orientation, or national origin.
- 40. EASEMENTS:**
- a. The Parties recognize that the Port's facilities are continuously being modified to improve the utilities and services used and provided by the Port. The Port, or its agents, shall have the right upon not less than thirty (30) days' prior written notice, except in the case of emergency, to enter the Premises of the University, and to cross over, construct, move, reconstruct, rearrange, alter, maintain, repair, and operate the sewer, water, and drainage lines, and the electrical service, and all other services required by the Port for its use. The Port is hereby granted a continuous easement or easements that the Port believes is/are necessary within the Premises, without any additional cost to the Port for the purposes expressed hereinabove, PROVIDED, HOWEVER, that the Port by virtue of such use, does not significantly impact or deprive the University from its beneficial use or occupancy of the Premises.
  - b. In the event the Port significantly impacts University's beneficial use or occupancy of the Premises, then there will be an equitable adjustment in Rent. In the event the Port permanently deprives University from such beneficial use or occupancy, then the cost required to modify its Premises to allow the University to operate its business will be negotiated and paid by the Port to the University. In the event such entry by the Port is temporary in nature, the Port shall reimburse the University for the cost required to modify its Premises for the temporary period that University is inconvenienced by such Port entry.
- 41. UNIVERSITY'S ACKNOWLEDGEMENT OF PRESENCE OF CERTAIN SUBSTANCES:** University acknowledges that because the buildings at Point Hudson were constructed many years ago, that they may contain asbestos, creosote, lead paint and other

substances that would not be allowed in modern construction. The Port will comply with the directives of any lawful authority that may require the removal or remediation of such substances and will not use any such substances during the renovation or remodeling of the Point Hudson facility, but University agrees not to demand the removal of any such substances which do not impose a hazard to the health of University and its employees, guests and invitees. In the event that any such substances need to be removed from the Premises, University agrees to cooperate with the Port and allow the removal of such materials, including the temporary cessation of University's business activities, University's Rent shall be abated during any such period of disruption, but University shall not be entitled to any damages or compensation for business interruption or loss of revenue, PROVIDED the Port moves expeditiously to complete such activities.

- 42. ENTIRE AGREEMENT:** This Lease contains all the understandings between the Parties. Each party represents that no promises, representations, or commitments have been made by the other as a basis for this Lease which have not been reduced to writing herein. No oral promises or representations shall be binding upon either party, whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a modification to this Lease executed with all necessary legal formalities by the Commission of the Port of Port Townsend.

Lease dated this \_\_\_\_ day of \_\_\_\_\_ 2025 is hereby approved by the Port of Port Townsend, on this \_\_\_\_ day of \_\_\_\_\_ 2025 and effective upon the receipt of a deposit and liability insurance documentation from the University.

**THIS LEASE HAS BEEN NEGOTIATED BETWEEN THE PARTIES AND CONTAINS A LIMITED WAIVER OF IMMUNITY UNDER TITLE 51 RCW, AND INDEMNIFICATION AND A RELEASE.**

**UNIVERSITY:  
BOARD OF REGENTS  
UNIVERSITY OF WASHINGTON**

By: \_\_\_\_\_  
Jeanette L. Henderson  
Executive Director of Real Estate

Date: \_\_\_\_\_

**ATTEST:**

**PORT OF PORT TOWNSEND**

**APPROVED AS TO FORM**

\_\_\_\_\_  
Eron Berg, Executive Director

\_\_\_\_\_  
Eric Toews, Port Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

I certify that I know or have satisfactory evidence that JEANETTE L. HENDERSON signed this instrument and that she is authorized to execute the instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

Signature of  
Notary Public: \_\_\_\_\_

My Appointment Expires: \_\_\_\_\_

**STATE OF WASHINGTON  
COUNTY OF JEFFERSON**

I certify that I know or have satisfactory evidence that ERON BERG signed this instrument and that he is authorized to execute the instrument as Executive Director of the Port of Port Townsend and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

Signature of  
Notary Public: \_\_\_\_\_

My Appointment Expires: \_\_\_\_\_

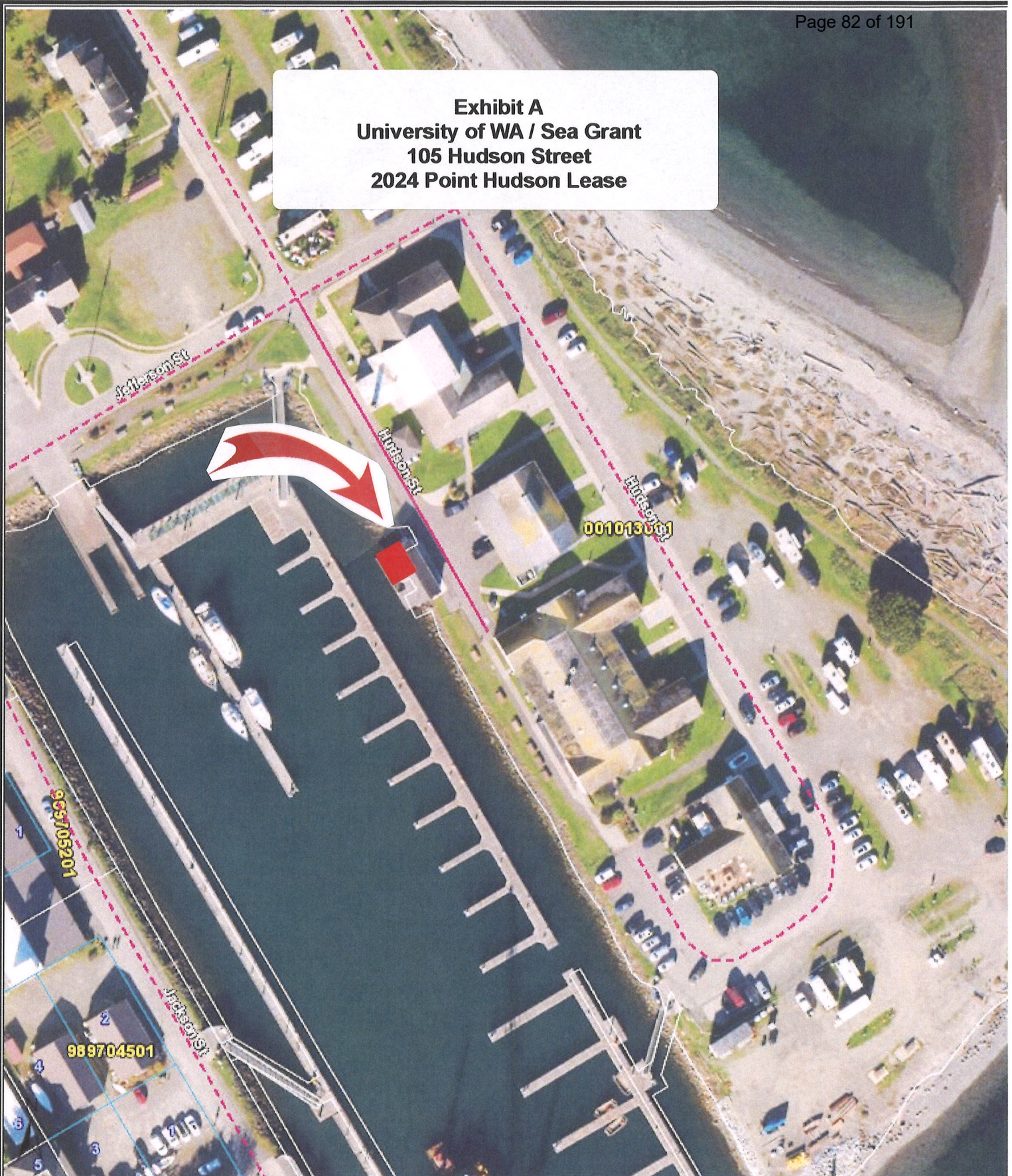


**EXHIBIT A**

**LEGAL DESCRIPTION  
UNIVERSITY OF WASHINGTON (SEA GRANT)  
POINT HUDSON BUILDING LEASE**

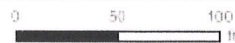
The premises identified in Paragraph #1 of this Building Lease Agreement are located in Building #14 at the Port's Point Hudson facility, 105 Hudson Street, Port Townsend, on Tax 21 (a portion of the Original Townsite of Port Townsend), situated in Section 1, Township 30 North, Range 1 West, Willamette Meridian, as per Volume 1, Page 1, records of Jefferson County, Washington.

**Exhibit A**  
**University of WA / Sea Grant**  
**105 Hudson Street**  
**2024 Point Hudson Lease**



*These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.*

**Jefferson County, WA**



Scale: 1:1,128

Date: 10/24/2024

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features



# PORT OF PORT TOWNSEND

## AGENDA COVER SHEET

<b>MEETING DATE</b>	January 22, 2025
<b>AGENDA ITEM</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> 1 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input checked="" type="checkbox"/> Regular Business <input type="checkbox"/> Informational
<b>AGENDA TITLE</b>	IV. G. Authorize KSA Agreement for Airport Master Plan Update
<b>STAFF LEAD</b>	Matt Klontz, Director of Capital Projects & Port Engineer
<b>REQUESTED</b>	<input type="checkbox"/> Information <input checked="" type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	A. Informational Memo B. Draft Professional Services Agreement

If adopted as part of the consent agenda, no further action is needed. Approval of this item on the Consent Agenda Authorizes the Port's Executive Director to enter into an agreement substantially in the form presented with KSA Engineers for the professional engineering and planning services for the JCIA Master Plan Update.

Alternative action: Remove from consent for discussion. Move to authorize the Port's Executive Director to enter into an agreement substantially in the form presented with KSA Engineers for the professional engineering and planning services for the JCIA Master Plan Update..

# PORT OF PORT TOWNSEND

## INFORMATIONAL MEMO

**DATE:** 1/22/2025  
**TO:** Commission  
**FROM:** Matt Klontz, Director of Capital Projects & Port Engineer  
**SUBJECT:** Execution of Professional Services Agreement for JCIA Master Plan Update

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### **ISSUE**

Should the Port Commission execute a professional services agreement with KSA Engineers to provide the Port with professional engineering and planning services to update the Jefferson County International Airport Master Plan?

### **BACKGROUND**

Jefferson County International Airport is designated an Essential Public Facility in accordance with the provisions of the Washington State Growth Management Act (WSGMA). The Airport Master Plan provides an objective look at future airport needs based on a comprehensive review of design considerations and addresses issues that will affect future development activities at the Airport. In 2001, the Port initiated a planning process to update the Master Plan for the airport in accordance with the Federal Aviation Administration (FAA) requirements, the Jefferson County Comprehensive Plan, and WSGMA. An update to the JCIA Master Plan has not been made since 2014. In 2024, the Port executed a funding agreement with the FAA for an update to the JCIA Master Plan.

### **DISCUSSION**

The Airport Master Plan enables the Port to plan and implement improvement projects at JCIA in a coordinated fashion with FAA and WSDOT Aviation, as well as apply for airport development grants for eligible items depicted on the updated JCIA Airport Layout Plan (ALP). Future development activities (e.g., the Airport Rural Light Industrial Park) must be factored into an FAA-approved to advance.

In June 2024, Port staff used a qualification-based selection process for professional engineering services following state statutory requirements and the Port's procurement practices. It concluded that KSA Engineers was the top-ranked firm.

### **FISCAL IMPACT**

The agreement is a negotiated hourly rate with a not-to-exceed limit of \$359,115. The Port has executed a grant agreement with the Federal Aviation Administration to fund 90% of the project cost, up to \$299,700. WSDOT Aviation will be funding 5% of the project cost, up to \$16,650. The balance of the project cost will be paid for with Port unreserved cash funds, which will not exceed \$42,765.

### **RECOMMENDATION**

Motion to authorize the Port's Executive Director to enter into an agreement substantially in the form presented with KSA Engineers for the professional engineering and planning services for the JCIA Master Plan Update.

**STANDARD AGREEMENT FOR PROFESSIONAL SERVICE  
CHAPTER 39.80 RCW**

This Standard Agreement for Professional Services (the “Agreement”) is made and entered into on \_\_\_\_\_, 2025, by the Port of Port Townsend, a Washington municipal corporation (the “Port”), and the consultant listed below (the “Consultant”) for the scope of work outlined in this Agreement.

The Port: Port of Port Townsend  
2701 Jefferson Street  
P.O. Box 1180  
Port Townsend, WA 98368

Port Contact: Matt Klontz, PE, Port Engineer  
Telephone: 360-316-9031 (direct)  
Email: matt@portofpt.com

Consultant: KSA Engineers, Inc.  
8866 Synergy Dr.  
McKinney, TX 75070  
UBI #: 605-555-493

Consultant Contact: Peter Van Pelt, AAE  
National Aviation Director  
Telephone: 972-542-2995  
Email: pvanpelt@ksaeng.com

Project: JCIA Master Plan Update

Project No.: **AP-01-26**

1. Scope of Work. The Consultant will promptly undertake and complete the tasks according to the schedule provided (the “Scope of Services”) in support of the Project as outlined on **Exhibit “A”**. Additional task orders may be negotiated for additional work.
2. Compensation. The Consultant shall be compensated for services provided and for expenses on the basis of the attached “Fee Schedule” attached hereto as **Exhibit “B”**. The total expenditure by the Port for this Agreement shall not exceed \$359,115.
3. Term of the Agreement. The term of this Agreement shall commence with the mutual execution of this Agreement and will terminate when all tasks associated with the scope of services herein (as modified by written amendment) have been completed by the Consultant but in no event later than December 31, 2026.
4. Incorporation of Exhibits and General Provisions. Services covered by this Agreement shall be performed in accordance with the General Provisions and any attachments or schedules. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

**THIS AGREEMENT CONTAINS AN INDEMNIFICATION FROM THE CONSULTANT TO THE PORT AND A LIMITED WAIVER OF IMMUNITY UNDER TITLE 51, THE WASHINGTON WORKERS COMPENSATION ACT. THIS AGREEMENT INCLUDES THE EXHIBITS ATTACHED HERETO AND THE GENERAL PROVISIONS.**

**PORT OF PORT TOWNSEND**

**KSA Engineers, Inc.**

\_\_\_\_\_  
Eron Berg, Executive Director

\_\_\_\_\_  
Name:  
Title:

## GENERAL PROVISIONS

**1. Selection.** The Consultant was chosen in accordance with chapter 39.80 RCW and the Port's applicable policies and procedures.

**2. Termination for Cause.** This Agreement may be terminated by either party upon seven (7) days' written notice should one party fail to perform in accordance with its terms through no fault of the other. In the event the party that fails to perform is the Consultant, the determination of "fail to perform in accordance with its terms" shall be in the sole judgment of the Port. In the event of termination, the Consultant shall be compensated for satisfactory services performed to the termination date. In no case, however, shall such compensation exceed the original amount of the Agreement as approved or as amended by the Port. Any work product generated by the Consultant prior to such termination shall be the sole property of the Port, and the Consultant agrees to provide the Port with all such materials.

**3. Termination Without Cause.** Further, this Agreement may be terminated by the Port at any time for any reason whatsoever, at the sole discretion of the Port, with seven (7) days' written notice. In the event of such termination, compensation shall be paid as provided in Paragraph 2 above.

**4. Consultant Services.** Consultant's services shall be performed with the professional skill and care ordinarily provided by professionals in the State of Washington under the same or similar circumstances and similar license.

**5. Charges for Additional Services.** The Consultant shall obtain the written approval of the Port for any charges for additional services performed by the Consultant, the additional services of others retained by Consultant, or the furnishing of additional supplies, materials or equipment. The Consultant shall not be entitled to compensation for any such additional charges incurred in violation of this paragraph without prior written Amendment to the Agreement.

**6. Monthly Progress Statements.** The Consultant shall submit monthly statements of services rendered

and expenses incurred to the Port in a form acceptable to the Port. The Port shall make prompt monthly payments for work completed to the Port's satisfaction and expenses incurred. In no event shall the Port be charged interest on payments due under this Agreement.

**7. Applicable Law.** All federal, state and local laws applicable in the rendering of the services by the Consultant shall be complied with in all respects by the Consultant as shall all rules and regulations of the Port and any other governmental agency. By executing this Agreement, Consultant further certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal or acceptance of this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, agreements, contracts, and subcontracts. Where the offeror/consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this Agreement. The Port reserves the right to require Consultant to replace a sub-consultant or lower tier participant who cannot meet the foregoing certification requirements.

**8. Deviations from Scope of Work.** The Port may at any time issue written directions within the general scope of this Agreement. If any such direction causes an increase or decrease in the cost of this Agreement or otherwise affects any other provision of this Agreement, the Consultant shall immediately notify the Port. The Port may modify the amount spent for identified tasks within the scope of work providing the total amount of the Agreement, or as modified by written Amendment, is not exceeded. Any work done in violation of this paragraph shall be at the sole expense of the Consultant.

**9. Port Review of Title Documents and Permit Documents.** Prior to the submission of any documents related to any permits or the execution or recordation of any documents effecting title to any property, the said document shall be reviewed by the

Port. The Port shall be responsible for all costs associated with such review.

**10. Conflict of Interest.** Consultant covenants that it presently has no interest and shall not acquire an interest, directly or indirectly, which would conflict in any manner or degree with its performance under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by it or any of its sub-consultants.

**11. Insurance.** Consultant, concurrently with the execution of this Agreement, shall provide the Port with evidence that Consultant has obtained and is maintaining the insurance listed as follows:

(a) Workers' Compensation Insurance as required by law;

(b) Employers' Liability Insurance (bodily injuries) with a limit of One Hundred Thousand Dollars (\$100,000) per occurrence with an insurance company authorized to write such insurance in all states where the Consultant will have employees located in the performance of its work covering its common law liability to such employees;

(c) Comprehensive General Liability Insurance and Automobile Liability Insurance covering all owned and non-owned automobiles or vehicles used by or on behalf of Consultant with a One Million Dollar (\$1,000,000) combined single limit for bodily injury and/or property damage per occurrence and an annual aggregate limit of Two Million Dollars (\$2,000,000);

(d) Professional Liability Insurance covering Errors and Omissions of the Consultant in the amount of Two Million Dollars (\$2,000,000) per claim.

(e) Except with regard to the Professional Liability Insurance and Workers Compensation Insurance, each of the policies required herein shall name the Port as an additional insured. Furthermore, each policy of insurance required herein shall (i) be written as a primary policy; (ii) expressly provide that such insurance may not be materially changed, amended or canceled with respect to the Port except upon forty-five (45) days' prior written notice from the insurance company to the Port; (iii) contain an express waiver of any right of subrogation by the insurance company against the Port and its elected officials, employees, or agent; (iv) expressly provide that the insurance proceeds of any loss will be

payable notwithstanding any act or negligence of Consultant which might otherwise result in a forfeiture of said insurance; and (v) in regard to physical property damage coverage, expressly provide that all proceeds shall be paid jointly to Consultant and Port;

(f) With regard to the Professional Liability Insurance, the Consultant shall maintain the same in full force and effect during the term of this Agreement and for a period of one year thereafter; and

(g) Except with regard to the Professional Liability Insurance, the Consultant shall furnish the Port with two (2) copies of Certificates of Insurance evidencing policies of insurance required herein. The Consultant shall maintain these policies as identified above for itself and its sub-consultants for the term of this Agreement and for a period of one year thereafter. Such Certificates shall specifically state that the insurance company or companies issuing such insurance policies shall give the Port at least forty-five (45) days' written notice in the event of insurance company's or companies' cancellation or material changes in any of the policies.

**12. Indemnification.** The Consultant shall defend (with legal counsel satisfactory to the Port), indemnify and hold the Port, its elected officials, agents and employees harmless from and against all liabilities, obligations, fines, claims, damages, penalties, lawsuits, governmental proceedings, judgments, costs and expenses (including, without limitation, all attorneys' fees, costs and expenses of litigation):

- Arising out of any negligent act or omission of Consultant, its directors, officers, consultants, agents and/or employees in connection with the services provided pursuant to this Agreement; and/or
- Arising out of or due to any failure on the part of Consultant to perform or comply with any rule, ordinance or law to be kept and performed.

The Port will inform Consultant of any such claim or demand that alleges liability based in whole or in part on any act or omission of Consultant, its directors, officers, agents, or employees. Thereafter the Consultant shall (i) reasonably cooperate in the defense of such claim and (ii) pay its defense of such claim as incurred, whether or not such claim is ultimately successful. In this regard, the Port will



reasonably cooperate with Consultant in allowing Consultant to jointly select, with the Port, attorneys to defend the Port and Consultant provided that Consultant confirms its obligation to pay the Port's defense costs.

12.1 In the event of concurrent negligence by the Port and Consultant, then at the conclusion of the action (e.g., judgment, arbitration award or settlement), the attorneys' fees and costs incurred in defending the Port shall be apportioned to the parties based on their respective fault as provided by RCW 4.22.070.

12.2 The foregoing indemnification obligation shall include, but is not limited to, all claims against the Owner by an employee or former employee of the Consultant or any sub-consultant or service provider. For this purpose, the Consultant expressly waives, as respects the Owner only, all immunity and limitation on liability under any industrial insurance Act, including Title 51 RCW, or other workers compensation act, disability act, or other employees benefits of any act of any jurisdiction which would otherwise be applicable in the case of such a claim.

**13. Confidentiality.** Any reports, documents, questionnaires, records, information or data given to or prepared or assembled under this Agreement shall be kept confidential unless a specific written waiver is obtained from the Port and shall not be made available by the Consultant to any individual or organization without prior written approval of the Port except as may be ordered by a court of competent jurisdiction. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

**14. Plans, etc. Property of Port.** All original plans, drawings and specifications prepared by the Consultant and any and all sub-consultants for the Port and funded by the Port are and shall remain the property of the Port whether or not the Project for which they are made is executed. This shall not apply to proprietary software or documentation that may be provided to the Port and that was developed independent of funding by the Port. The Consultant assumes no liability for any use of the Drawings and Specifications other than that originally intended for

this Project. Originals, including electronic forms of the data prepared by the Consultant and funded by the Port shall become the property of the Port. No reports, records, questionnaires, software programs provided by Port or other documents produced in whole or in part by the Consultant under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant. When Consultants work results in the preparation of plans and specifications for bidding purposes, the Port will provide the Consultant with five (5) completed sets of bid documents. Additional sets will be the responsibility of the Consultant.

**15. Public Disclosure Request.** Correspondence, reports and other written work that is generated during the course of the relationship created by this Agreement may be requested from the Port by third parties pursuant to the Washington State Public Disclosure Act (RCW 42.17.250 *et. seq.*). The Port shall be solely responsible for making a good faith determination of its obligation to release its public records and not be liable to the Consultant for any such release. This clause shall survive the termination or expiration of this Agreement.

**16. Electronic File Compatibility.** All electronically-transmitted output must be compatible with existing Port software. Consultants shall check with the Port for software application and system compatibility.

**17. Pollution.** Port acknowledges that the Consultant is not responsible for the creation or presence of contamination or pollution, if any, at the property except to the extent that such a discharge, release or escape is caused by the negligent act or failure to act of the Consultant. For the purpose of this clause, contamination conditions shall mean the actual or alleged existence, discharge, release or escape of any irritant, pollutant, contaminant, or hazardous substance into or upon the atmosphere, land, groundwater, or surface water of or near the property. The Consultant will promptly notify the Port of contamination conditions, if identified. Notwithstanding the foregoing, the Port does not herein waive any cause of action for damages resulting from the Port's reliance on any misrepresentation (made either knowingly or negligently) by the Consultant with regard to the presence of any contamination or pollution.

**18. Payment of Sub-Consultants.** The Port may request the Consultant certify that it has paid its sub-consultants in full for all work encompassed by invoices that the Port has paid. The Consultant shall be solely responsible for the performance of and payment to its sub-consultants. All such sub-consultants shall possess all licenses and insurance as required by the laws of the State of Washington.

**19. Non-Discrimination.** In connection with the performance of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, or being handicapped, a disadvantaged person, or a disabled or Vietnam-era veteran.

**20. Survivability.** All covenants, promises, and performance which are not fully performed as of the date of termination shall survive termination as binding obligations.

**21. Notices.** All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by electronic mail to the email address provided above with confirmation of receipt, sent by a nationally recognized overnight delivery service, or sent by United States registered or certified mail, return receipt requested, postage prepaid to the address provided on the first page of the Agreement.

**22. Time of Performance.** Time is specifically declared to be of the essence for this Agreement and of all acts required to be done and performed by the parties hereto shall be performed consistent with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license.

**23. No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

**24. Counterparts and Authority.** This Agreement may be signed in counterparts. Each person signing below represents and warrants that they have complete authority to execute this Agreement.

**25. Facsimile or Electronic PDF File Transmission.**

This Agreement and all subsequent notices or modifications may be executed by the parties and transmitted by facsimile or electronic transmission of a PDF file and, if so executed and transmitted this and all subsequent notices or modifications will be for all purposes as effective as if the parties had delivered an executed original.

**26. Attorney Fees.** The prevailing party in any action concerning this Agreement shall be awarded their reasonable attorney fees and costs.

**27. Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**28. Waiver.** No failure by either party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term or condition.

**29. Law and Jurisdiction.** This Agreement is made and delivered in Jefferson County, Washington, and shall be construed and enforced in accordance with Washington law. Exclusive jurisdiction and venue for any disputes under this Agreement shall be solely in the Superior Court of Jefferson County, Washington, and not in any federal court.

**30. Amendment.** No modification, termination or amendment of this Agreement may be made except by written agreement signed by all parties, except as provided herein.

**31. Additional Provisions for Projects Funded by the Federal Aviation Administration (FAA).** The additional FAA Contract Provisions attached as Exhibit "C" to this Agreement are made a part of this Agreement as fully and completely as if the same were fully set forth herein.

**32. Entire Agreement.** This is the entire agreement between the parties. It may not be altered or modified except by a written amendment to this Agreement that references the intent of the parties to amend this Agreement. There is no other oral or written understanding between the parties concerning this matter. The Consultant specifically understands that no Port employees other than the designated Port representative or his/her supervisors are authorized to direct the work of the Consultant.

### **33. Limitation of Liability**

**33.1 Consequential Damages Waiver.** Neither party shall be liable to the other party for indirect, consequential, special, incidental, collateral,

**exemplary or punitive damages, regardless of the form of the action or the theory of recovery, even if such party has been advised of the possibility of such damages.**

**33.2 General Limitation of Liability.** Except as limited by applicable law, the total aggregate liability of Consultant to the Port for any and all injuries, claims, losses, expenses, or damages whatsoever from any cause or causes, including, but not limited to, strict liability, breach of contract, breach of warranty, negligence, or errors or omissions (collectively, the "Claims") shall not exceed the greater of (1) the proceeds of Consultant's available liability insurance required under this Agreement for coverage of any Claims or (2) the compensation paid by the Port to Consultant pursuant to this Agreement.

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

### SCOPE OF SERVICES OUTLINE

Professional Airport Planning Services  
 Port of Port Townsend – Jefferson County International Airport (0S9)  
 Port Townsend, WA

### AIRPORT MASTER PLAN UPDATE

January 2025

Prepared for the Port of Port Townsend and Federal Aviation Administration

**OVERVIEW:** The Airport Master Plan Update (updating the previous plan dated July 2014) Scope of Services for Jefferson County International Airport (0S9) is being prepared to address key issues, objectives, and goals pertinent to the airport’s development for the next 20-year planning period. The work effort will address needs of the community, provide a program for realistic development, and analyze existing and future operations to determine ultimate development. Additionally, the Master Plan Study will provide new forecasts of aviation demand; identify improvements necessary to accommodate future demand; Capital Improvement Plan; and data required for updating the Airport Layout Plan (ALP) drawing set.

This study will be compiled in accordance with Federal Aviation Administration Advisory Circular 150/5070-6B, *Airport Master Plans*, and other appropriate orders and advisory circulars. Specific items and tasks to be addressed by the study include:

- Exploring factors affecting all air transportation demand segments over the next 20 years. Analysis will include development of forecasts for general aviation operations.
- Recommending improvements to satisfy general aviation needs with respect to terminal, auto parking, hangars, and other facility enhancements. Inherent to these improvements, will be an analysis of fleet mix and those ancillary facility needs that may be associated with ultimate operations.
- Identify and record land parcels or proposed land use opportunities and evaluate the validity of existing and proposed land use / zoning elements to support such analysis.
- Analyzing the existing airfield system to determine existing and ultimate runway length and strength needs, taxiway layout and design, and pavement strength required to satisfy the airport’s critical aircraft.
- Establishing a schedule of development priorities and a program for improvements proposed in the Master Plan Update consistent with the FAA’s capital improvement program.
- Utilize and incorporate the on-going environmental wetland delineation study as reference for ultimate proposed layouts and appendix to this update.

The Master Plan Study and accompanying ALP drawing set will be prepared in accordance with Federal regulations, Advisory Circulars (AC’s) and guidance, including the FAA’s Airports Standard Operating Procedures (SOP), *Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALP’s)* (ARP SOP 2.0); *Standard Operating Procedure for FAA Review of Exhibit “A” Property Inventory Maps* (ARP SOP 3.0), *Standard Operating Procedure for Runway Safety Area Determination* (ARP SOP 8.0), FAA AC 150/5070-6B, *Airport Master Plans*; FAA AC 150/5300-13B, *Airport Design*, Change 1; FAA AC 150/5060-5,

*Airport Capacity and Delay; FAA AC 150/5325-4B, Runway Lengths for Airport Design; FAA AC 150/5300-18B, General Guidance and Specifications for Submission of Aeronautical Surveys to NGS, Field Data Collection and Geographic Information Systems (GIS) Standards (understanding that 18C is now currently available in Draft but not in use at this time); 14 CFR Part 77, Safe, Efficient Use and Preservation of Navigable Airspace; FAA Order 5100.38C, AIP Handbook; FAA Order 1050.1E, Environmental Impacts: Policies and Procedures; and FAA Order 5050.4B, NEPA Implementing Instructions for Airport Actions.*

The Airport Master Plan Update team will be led by KSA (Consultant) with support from the following firms:

- **Precision Approach Engineering (PAE)** – Cost Estimates / Supporting Documentation / CAD Files

## **TASK 1 – STUDY INITIATION & PROJECT MANAGEMENT**

### **1.1 Develop Scope of Work (SOW) and Identify Study Issues**

*Description:* Prepare an outline of the elements of the master planning work effort in accordance with FAA guidelines for the preparation of master plans contained in Advisory Circular 150/5070-6B, *Airport Master Plans*, and 150/5300-13B, *Airport Design*, Change 1. Identify respective individual work tasks which will be necessary to meet both the requirements set by the FAA and the sponsor for each element of the master plan work scope. Prepare detailed descriptions of each individual work task which describe the specific work effort involved and identify the result or product of the work effort.

### **1.2 Initiate Project Advisory Committee (PAC)**

*Description:* This task will assist the Sponsor in identifying participants to help oversee the progress of the Master Plan Update. The PAC will be determined by the Port of Port Townsend and the Consultant, composed of a cross section of individuals that represent airport users and tenants, Port of Port Townsend, WSDOT - Aviation, the Federal Aviation Administration (FAA), appropriate planning agencies (City of Port Townsend and Jefferson County), other government agencies with regulatory or review authority, and other local private citizens identified by the Sponsor. The role of the Planning Advisory Committee will be one of working with the Consultant during the Study, reviewing the various findings and recommendations, providing input, and generally serving as an advisory entity to the Consultant. The Airport Sponsor will be responsible for distributing meeting notices and securing the meeting location at which the PAC will be held.

Protocols for information distribution, participation, and meeting notification will be established once the PAC has been organized. It is estimated the PAC will meet up to four (4) times during the Study.

*Product:* Establishment of a PAC that will meet at specified intervals during the Airport Master Plan Update. If additional meetings are required, they will be conducted under an amendment to this program of services and contractual agreement.

### **1.3 Public Involvement Program**

*Description:* The objective of this task is to establish a format and structure to the Public Outreach Program for the Jefferson County International Airport Master Plan Update. In concert with the Sponsor, the Consultant will determine the appropriate formats and forums for public information meetings and discussion of master planning topics with the public-at-large. These information meetings can be in the

form of a formal presentation of materials that summarizes the project deliverables discussed with the Study Committee, or an Open House or Workshop format to discuss master planning items for small group or individual discussion, depending on the topic. At the request of the Sponsor, both a formal presentation followed by an Open House or Workshop can be scheduled to facilitate the assimilation and comfort level of public participants in the master planning process.

It is anticipated two (2) Public Information Meetings will be conducted. If additional meetings are required, they will be conducted under an amendment to this program of services and contractual agreement. It will be anticipated that these will be combined with the timing of other project meetings.

The Consultant will be responsible for conducting the meetings, reviewing the scope of the project, presenting the findings and recommendations of the plan and program, and responding to any technical and professional questions and concerns. The Consultant will plan the format, graphics, and handouts needed for the meetings. The Airport Sponsor will be responsible for distribution of meeting notices and for the provision of meeting locations for public information meetings.

*Product:* An established and workable comprehensive public involvement program customized for the conduct of the Jefferson County International Airport Master Plan Update. An appropriate number of published materials to ensure understanding of the Master Plan process and continual status documentation throughout the planning process.

#### **1.4 Project Management**

*Description:* The project management task includes work items required to set up and manage contracts, budgets, and invoicing, as well as provide project management and coordination with the Airport, FAA, and sub-consultant staff. Project coordination in the form of periodic project coordination conference calls / on-line communications is also included. This task does not include on-site meetings which are included in other tasks.

This task will also include monthly or quarterly billings / invoicing provided to the Airport Sponsor for the necessary drawdowns to maintain the project in active status throughout the period of performance until closeout.

*Product:* Monthly or bi-monthly conference calls, progress reports, and coordination.

#### **1.5 Project Website Development**

*Description:* The Consultant will host a website to allow public access to project study materials. Various project information will be made available during the planning process. The website will host public information pertaining to working papers, presentation boards, and other materials. Additionally, the website will provide a platform for the public to provide and make comments during the planning process.

Note: The Consultant will work with Port staff on the best platform to host the website. If the airport wishes to host this information on their existing site, the Consultant will provide information and work with appropriate staff to post the materials. If the Consultant hosts the website, it will be online for a period of 24 months before the materials are transferred to a permanent location hosted by the Client. The Consultant will acquire domain and hosting licensing with input from the airport.

## TASK 2 - INVENTORY EXISTING CONDITIONS

The purpose of this element is to collect, assemble, and organize relevant information, data, and mapping pertinent to the Study. This element will maximize the use of existing information, including previous planning studies. Only when existing information is not available, or is incomplete, will new data be developed. The collection of information and documents will be used as source material throughout the project.

### **2.1 Inventory Airport Physical Facilities**

*Description:* A physical inventory of the airport facilities will include an examination of plans, construction documents and equipment specifications, airport records and on-site verification of facility to determine its type, size, condition, adequacy, and use. Any existing non-standard conditions as well as previous modifications of design standards will be documented. This information will be used to evaluate the condition of the airport and development needs that will improve the capacity, efficiency, and safety of the airport.

- *Airfield & Airspace:* Runway, taxiway, commercial and general aviation aircraft parking area(s), and apron / tie down pavements and associated safety and obstacle-free areas will be evaluated to determine their current condition and compliance with FAA standards. The current condition of all airfield lighting, and navigational aids will also be provided. Using FAA SOP 8.00, *Standard Operating Procedure for Runway Safety Area Determination*, conduct Runway Safety Area (RSA) inventory and review any existing RSA determinations and update as needed or complete a determination for any runway that does not have one.
- *General Aviation Facilities:* The quantity and type of hangars, transient aircraft parking aprons, tie-down positions, fixed base operators and general aviation services will be inventoried. Structural use, hangar utilization, and airport tenant lease uses will be identified. Aircraft parking areas will be measured in square yards and the number of parking positions and tie downs will be determined. Data associated with the facilities, such as security, lighting, obstruction marking / lighting, and condition will be tabulated. Hangar utilization, requests for hangar space and airport tenant leases will be reviewed. The number and types of existing based aircraft will be determined. Airport records will be reviewed to determine the fleet mix and frequency of transient aircraft that visit the airport.
- *Support Facilities:* Fuel storage, maintenance areas, etc., will be inventoried.

### **2.2 Identify Airport Service Area and Role**

*Description:* The role of the airport in the national and state aviation systems and the community infrastructure will be identified and discussed. A review of WSDOT State aviation system plan and the NPIAS will be conducted.



## 2.3 Data Collection

### 2.3.1 Inventory Local Plans, Existing Land Use / Zoning, and Transportation Plans

*Description:* Existing land use maps, existing comprehensive plans, and other documentation pertaining to land use and zoning in the City of Port Townsend, Jefferson County, and the surrounding region will be collected and reviewed. Documents including area-wide comprehensive land use and transportation plans, applicable local City and County zoning ordinances and maps, and other land use controls will be reviewed.

### 2.3.2 Environmental Conditions / Inventory

*Description:* Utilizing and incorporating the findings and details of the current, on-going, environmental wetland delineation study, other existing published information and mapping of the airport environs, prior environmental documents, and internet research, the Consultant will prepare an inventory/overview of the Airport's overall setting and operating environment to identify significant issues that may be of concern. A general site condition description will be prepared that summarizes topography, soils, surface and ground water resources, wetlands, plants and animals, natural resources, and air quality. Coordination with various federal and state agencies will be conducted as needed for data collection and clarification.

The following information necessary to understand the existing environmental conditions will be collected:

- Wetland inventories;
- Water resource inventories;
- Inventories of endangered and threatened species in the vicinity;
- Inventories of historic and archaeological sites;
- Topographical maps and soils information;
- Data concerning air quality in the Airport vicinity;
- Inventories of parks and outdoor recreation facilities [DOT Section 4(f) lands];
- Airport policies and procedures for wildlife management plans and any operating permits.

### 2.3.4 Local Socioeconomic Data

*Description:* Historical and projected population, employment, personal income, cost of living and tourism data will be collected from the U.S. Department of Commerce, Bureau of Economic Analysis; Woods and Poole Economics and other available sources to ascertain the nature of the community and operating region.

### 2.3.5 Historical Airport Operations and Based Aircraft Data

*Description:* Historical aviation activity records will be collected from a combination of sources, including, but not limited to, FAA Form 5010, *Airport Master Record*, *FAA Terminal Area Forecasts*, any existing aircraft counting data, such as VIRTOWER, and other available sources.

*Product:* All data collected will be utilized throughout the study to validate existing conditions and provide a baseline for aviation demand forecasting developed in **Task 3**.

### **TASK 3 - AVIATION DEMAND FORECASTS**

This study element is intended to update the estimate of future levels of air traffic by quantity and by characteristics that will identify the demand that is projected on the Jefferson County International Airport and the local socioeconomic characteristics contributed by the local area.

Forecasts will be prepared in accordance with FAA guidance, including *Forecasting Aviation Activity by Airport* (July 2001), *Guidance on Review and Approval of Local Aviation Forecasts* (June 2008), and *Forecast Review and Approval Instructions* (August 2024).

#### **3.1 Industry Trends Review**

*Description:* Prior to the forecast, a review of trends in the general aviation industry will be conducted. This will include possible impacts and implications of the evolving Urban Air Mobility and Advanced Air Mobility programs, as well as electrification in the general aviation fleet. This will help set the landscape for any forecasting scenarios.

*Product:* Narrative detailing trends and industry fleet changes that may impact Jefferson County International Airport and the industry over the next 20 years.

#### **3.2 Select Forecast Model(s) and Prepare New Forecasts**

*Description:* The forecast methodology outlined in FAA Advisory Circular 150/5070 – 6B, *Airport Master Plans* will be utilized to model and update forecasts of future aviation activity for the airport.

Historical data from the previous ten years will be used to establish a baseline. Socioeconomic data from Woods and Poole and other regional / state sources will also be integrated into the new forecasts.

Methodologies for developing forecasts will employ a variety of techniques that will factor in national air transportation statistics and local socioeconomic characteristics. Based on such evaluation, all forecasts will be compared with those developed in the most current FAA plans, including the FAA *Terminal Area Forecasts* and FAA *Aerospace Forecasts*. The forecast update shall result in estimates of aviation demand for short- (0-5 years), intermediate- (6-10 years), and long-range (11-20 years) time frames, and will include:

##### General Aviation Elements

- Annual volume and mix of aircraft operations to include air taxi, general aviation, military (if applicable), and other relative activities
- General aviation-based aircraft and fleet mix
- Review of any ADS-B data sources as necessary to confirm or supplement other data sources

##### Peaking Characteristics

- Develop peak monthly, daily, and hourly activity

- Records of peak hour passenger counts, fuel sales, and / or traffic counts (as available) will be used to estimate the baseline

*Product:* Short- (0-5 year), intermediate- (6-10 years), and long-range (11-20 years) forecast projections of aviation activity for the 20-year planning period.

### **3.3 Compare Forecasts to the Terminal Area Forecasts (TAF) & Select a *Preferred* Forecast**

*Description:* Aviation demand projections contained in the FAA, *Terminal Area Forecasts (TAF)*, will be compared to establish if any relationships or trends exist. *High-, mid- and low-range* forecast projections developed will be compared to the *TAF* and presented to the Sponsor.

*Product:* Forecasts will be presented to the Sponsor along with a recommended forecast. Forecasts will be revised to reflect the Sponsor selected *Preferred* forecast and submitted to the FAA for review and approval.

### **3.4 Identify Existing and Future Airport Design Critical Aircraft and Runway Design Code (RDC)**

*Description:* A series of analyses will be undertaken to determine the most demanding aircraft that regularly uses the airport (critical aircraft) and the mix of aircraft that will be based at the airport or will use it frequently. Physical characteristics of these aircraft will be used to determine the RDC, which will determine the runway and runway related facility planning design standards.

*Product:* Identification of the critical aircraft and fleet mix of aircraft expected to use the airport during the planning period. An FAA *Airport Reference Code (ARC) and Runway Design Code (RDC)* will be identified to reflect the *critical* or design aircraft.

## **ELEMENT 4 – FACILITY REQUIREMENTS**

The objective of this element is to determine available capacities of existing and future facilities, their conformance or non-conformance with FAA standards, and to identify the facilities that will be needed to meet compliance requirements or projected demand during the 20-year planning period. This element will include consideration for the commercial terminal building, landside facilities, runway length, taxiways, instrumentation, lighting and marking, approach and protection zones, and those areas of development required for airport support facilities.

### **4.1 Obtain Tabulated Wind Data**

*Description:* The consultant will utilize the FAA *Airport Data and Information Portal (ADIP)* for use in preparing an updated wind rose for the airport layout plan. This data is pre-populated, in tabular form, based on weather data provided by the on field automated weather reporting unit.

### **4.2 Demand / Capacity Analysis**

*Description:* This analysis will involve a comparison of the aviation forecasts prepared in Element 3 to airside, terminal, and landside capacity.



- The assessment of airside capacity will include an analysis of existing and future airfield layouts, area meteorology, instrumentation, and aircraft operational demand on Annual Service Volume (ASV) and peak hour demand. Methodologies outlined in AC 150/5050-5, *Airport Capacity and Delay* will be utilized.

*Product:* An analysis of existing and forecasted aircraft operations to both landside and airside capacity.

#### 4.3 Define Future Airfield / Airspace Requirements

*Description:* On the basis of relevant information from other tasks, determine and prepare a preliminary list of facility requirements and a preliminary order of magnitude for each improvement recommended. Facility requirements will be developed in accordance with FAA planning design standards to identify development items needed to maintain adequate safety, security and operations at the airport.

*Airfield / Airspace Requirements* will be determined based on compliance with FAA design standards and projected activity for the 20-year planning period and will include, but not limited to:

- Runways / taxiways (service volume, length, width, and configuration)
  - A detailed runway length feasibility and justification element will be included as a component of this phase to accurately describe aircraft operational requirements on the airfield.
- Airfield pavement strength
- Airfield marking and lighting
- Airfield navigational aids and weather observation equipment
- Lighting and navigational aids
- Non-standard conditions and modifications to design standards (Safety Areas, RPZ's, taxiway alignment, etc.)
- Aircraft storage requirements
- Transient aircraft parking apron requirements
- Fixed Base Operator (FBO) / Specialized Aviation Support Operator (SASO) / Flight School needs, if applicable
- Aircraft / Airport maintenance facility requirements
- Fuel storage requirements
- Airspace requirements, including 14 CFR Part 77

#### 4.4 Prepare Working Paper One – Inventory, Aviation Demand Forecasts, and Facility Requirements

*Description:* A working paper will be developed to provide tabular, narrative, and graphic detailed results of **Task 2**, **Task 3**, and **Task 4**. It will present a detailed summary of the Inventory, Demand Forecasts, and

Facility Requirements. The narrative and graphical presentations of the information in this working paper will allow for a final review and adjustment of the overall airport development concept. Forecasts will be submitted to the FAA for review and approval. Generally, FAA approves forecasts that are supported by a reasonable forecast methodology that is consistent with FAA's Terminal Aviation Forecasts. Forecast results shall be compared with the most recent TAF and guidance provided in *Forecast Review and Approval Instructions* (August 2024).

*Product:* A written and graphic summary of the findings from completion of the foregoing tasks.

## **TASK 5 – ALTERNATIVES DEVELOPMENT and EVALUATION**

Alternative development concepts will be derived for meeting FAA safety and planning design standards and for meeting the facility requirements for both airside and landside facilities. Reasonable and feasible alternatives to implement will be considered for further evaluation.

### **5.1 Identify Development Alternatives**

*Description:* The airside facility requirements developed in the previous Tasks will be translated into a series of alternative plans for comparative evaluation in relation to established planning criteria. The alternatives will address available options including development of new facilities, expansion of existing facilities, or abandonment of excess or deteriorated facilities. The alternatives with the greatest potential for meeting airside demands will be evaluated to establish costs, environmental impacts, and operational considerations. Each development option identified will be analyzed and evaluated based on the following criteria:

- Ability to meet Sponsor needs and projected aviation demand
- Technical feasibility
- Economic and fiscal soundness
- Existing zoning / land use plans
- Aeronautical utility (airfield conformance and FAA geometrical design)
- Environmental consequences
- Revenue enhancement opportunities
- Stakeholder / Public input

*Product:* Evaluation of three (3) development alternatives for meeting airside facility requirements and for meeting landside facility requirements. Development options including a *No-Action* alternative will be identified and documented.

### **5.2 Evaluate Airside Alternatives**

*Description:* The airside facility requirements developed in the previous evaluations will be translated into a series of alternative plans for comparative evaluation in relation to the established planning criteria. The analysis will address potential airside alternatives, including potential to implement new turf runway options. The environmental implications of airside development will be taken into consideration. The

alternatives with the greatest potential for meeting airside demands will be evaluated.

*Product:* A series of development options, each of which will attempt to meet the forecast airfield facility demands.

### **5.3 Evaluate Landside Alternatives**

*Description:* Based upon the general aviation and support facility requirements developed in the previous evaluations, formulate a series of alternative plans for comparative evaluation in relation to the established planning criteria. These alternatives will attempt to use property along the existing flight lines for best and highest use of aviation-related development, while examining areas for complementary aviation use or non-aviation use, especially those areas south of the field and in progress for aviation compatible consideration, along with those areas suitable for the local fire district. The alternatives with greatest potential for meeting landside demand in the prudent order will be evaluated.

*Product:* A series of landside development options, each of which will aim to meet the forecast airfield facility demands.

### **5.4 Recommended Development Plan / Concept**

*Description:* Utilizing the results and decisions from the airside and landside alternatives, the Consultant will prepare a Recommended Development Plan / Concept in graphic form, as a precedent to the preparation of the Airport Layout Drawing and Implementation Plan.

*Product:* Identification of the Airport's Recommended Development Plan / Concept for use, as appropriate, in the preparation of the Airport Layout Plan and long-term financial implementation.

### **5.6 Prepare Working Paper Two – Airport Development Alternatives**

*Description:* A working paper will be developed which will provide tabular, narrative, and graphic detailed results of **Task 5**. It will present a detailed summary of the Development Alternatives. The narrative and graphical presentations of the information in this working paper will allow for a final review and adjustment of the overall airport development concept.

*Product:* A written and graphic summary of the findings from completion of the foregoing tasks.

## **TASK 6 – ENVIRONMENTAL OVERVIEW**

*Description:* Using data collected in the Environmental Inventory, a preliminary environmental overview will be conducted to identify any potential environmental concerns that must be addressed prior to program implementation. This evaluation will be structured in table format after FAA Order 5050.4B, *Airport Environmental Handbook*. Projects which may require additional scrutiny or National Environmental Policy Act (NEPA) analysis will be identified. This overview is not intended to serve as a formal Environmental Assessment (EA) and will follow guidance provided in FAA AC 150/5070-6, *Airport Master Plan Updates*, Section 605.

### **6.1 Waste Audit and Recycling Plan**

*Description:* A review of solid waste recycling at the airport is required by the FAA Modernization and Reform Act of 2012 (Public Law 112-95) and FAA Program Guidance Letter 12-08, dated September 14,

2012. This task will include analysis of existing solid waste recycling programs and identification of methods to minimize the generation of airport solid waste, consistent with applicable State and local recycling laws. This review will include waste audit and will address the feasibility of:

- Establishing a solid waste recycling program at the airport;
- Minimizing the generation of solid waste at the airport;
- Operation and maintenance requirements associated with waste recycling;
- Waste management contracts; and
- Potential cost savings or revenue generation.

*Product:* Inventory and review of solid waste recycling options at the airport. Should an actual audit be required, the cost of the audit would need to be provided under separate scope.

### **6.2 Environmental Overview Summary Analysis**

*Description:* A cumulative impacts summary will be provided to ensure no potential environmental issues or concerns will impact the airport or proposed options as part of the Recommended Development Plan provided in **Task 5**. This summary will be structured in table format and will include analysis of the potential impacts on environmental resources as defined within FAA Order 5050.4B, *Airport Environmental Handbook*. Projects which may require further National Environmental Policy Act (NEPA) analysis will be identified. This summary will follow guidance as described in FAA AC 150/5070-6B, *Airport Master Plan Updates*, Section 605.

*Product:* Environmental impacts summary table describing recommendations.

### **6.3 Noise Contours**

*Description:* The Consultant will generate existing noise contours for current airport development and operational levels and ultimate noise contours for the recommended 20-year development plan and program. The contours will be generated utilizing the Aviation Environmental Design Tool (AEDT) and will be based on the forecast fleet mix. The effort includes development of noise exposure contours that reflect Existing Conditions as well as Future Conditions expected for up to one future scenarios. No Noise Exposure Map (NEM) will be provided as part of this effort.

*Product:* Noise contours for current conditions as well as the selected recommended development plan using AEDT for DNL 65, 70, and 75.

### **TASK 7 – AIRPORT LAYOUT DRAWING SET (ALP).**

This Study element will produce an ALP drawing set for the FAA and Sponsor. Information gathered from existing airport records and plans, as well as data gathered, as a part of this Study will be used to develop the updated plans. CAD files and / or pdf/paper copies will be used to electronically generate a new drawing set. Coordinate geometry, new aerial photography and manual digitization of existing layouts and plans will be used for base mapping purposes. The ALP drawing set will be developed per the FAA *Standard Operating Procedure (SOP) for FAA Review and Approval of Airport Layout Plans (ALPs)*, Version 2.00, dated October 1, 2013, and *Standard Operating Procedure (SOP) for FAA Review of Exhibit 'A' Airport*

*Property Inventory Maps*, Version 3.00, dated October 1, 2013, and *Standard Operating Procedure (SOP) for Runway Safety Area Determination*, Version 8.0, dated January 1, 2016.

### 7.1 Airport Layout Plan Drawing Set

*Description:* The ALP Drawing Set will be prepared to reflect updated physical features of the airport and to graphically depict existing and future airport facilities. The ALP Drawing Set will be developed in accordance with *FAA Standard Operating Procedure for FAA Review and Approval of Airport Layout Plan (ALP SOP 2.00)* and *AC 150/5300-13B, Airport Design, Change 1*. Sources of information for these drawings will include previous ALP and master planning documentation, aerial photogrammetry, obstruction charts, USGS mapping, legal descriptions, existing property surveys, local and regional government mapping, FAA databases, and any other secondary sources readily available to the Sponsor / the consultant. Computer aided drafting will be used to generate the new drawing set. It is understood no 18B Obstruction / eAGIS survey will be conducted for this Master Plan Update. However, ground surveying will be employed to confirm any airfield PACS / SACS (if applicable) and latitude / longitude and elevation points of each runway end. These coordinates will be uploaded to the National Geodetic Survey (NGS) for confirmation.

FAA approval of the ALP Drawing Set is required. All comments and conditions resulting from FAA's airspace review will be addressed to FAA's satisfaction. The ALP drawing set shall include:

- Cover Sheet
- Airport Layout Drawing
- Data Sheet
- Terminal Area Plan
- Airport Airspace Drawing
- Inner Portion of the Approach Surface Drawing
- Runway Departure Surface Drawing
- Airport Land Use Drawing
- Off-Airport Land Use Drawing, with emphasis on Airport Property Line (APL) and any easements outside the APL (as needed)
- Exhibit 'A' Airport Property Map

*Product:* Updated Airport Layout Plan drawing set for FAA airspace review and approval. New base maps will be developed as part of the aerial image data collection. Electronic files that contain existing ALP drawings for the airport will be updated to reflect both full size (24" x 36") and ½-size (11' x 17") .pdf and paper hard copies of the ALP Set, as well as .pdf and paper hard copies of the Master Plan Update narrative. Electronic files will include line types, line weights / thickness, lettering styles, symbols, and file naming conventions that are required by the Sponsor and the FAA.



### 7.1.1 Cover Sheet

An ALP drawing set Cover Sheet will be prepared that will include the name and location of the airport and sponsor, location and vicinity maps, numbered list of drawing sheets contained within the set, the date of the set, and associated agency signature title block and approval letter template.

*Product:* ALP drawing set Cover Sheet drawing.

### 7.1.2 Airport Layout Drawing (ALD)

The ALD will be prepared to reflect existing and future physical features and development, wind data, location of airfield facilities (runway, taxiways, NAVAIDs) and terminal / building area development. In addition, critical areas for all NAVAIDs will be shown, as well as a table describing non-standard conditions and modifications to standards and the disposition of each condition or modification.

*Product:* Updated ALD drawing for the Airport that meets FAA requirements and guidelines. A separate sheet containing required airport and runway data tables will follow the ALD sheet if space is limited on the ALD.

### 7.1.3 Terminal / Building Area Layout Plan

Specific terminal / building area plans will be developed to reflect the recommended development of future aviation needs, as identified in this study. Existing and future building heights will be provided in a table. Ground access, passenger parking areas and rental car facilities for the airport will also be included in this drawing.

*Product:* A Terminal / Building Area Layout Plan reflecting development of building areas at the airport, surface access, security fencing and other airport facilities.

### 7.1.4 Airport Airspace Drawing

This drawing will depict obstacle identification surfaces for the ultimate airport development configuration. It will also depict airspace obstructions for the portions of the surfaces excluded from the Inner Portions of the Approach Surface Drawing. Data used for this drawing will include aerial photogrammetry.

Per criteria outlined in 14 CFR Part 77, a topographic drawing will be prepared depicting a plan view of the ultimate airport Part 77 surfaces and a small-scale profile view of the Part 77 approach surfaces. Natural and manmade obstructions to the airspace surrounding the Airport will be identified. The data obtained in **Task 2** will be used as a basis for developing the drawing. Airspace case studies for proposed structures in the vicinity of the airport will be reviewed for potential new objects and/or obstructions within Part 77 Airspace.

*Product:* Updated airport airspace drawing.

### 7.1.5 Inner Portion of the Approach Surfaces

Drawings containing the plan and profile view of the inner portion of the approach surface to the

runway and a tabular listing of all surface penetrations. Using aerial photogrammetry, this drawing will depict the obstacle identification approach surfaces contained in 14 CFR Part 77. A large-scale plan and profile drawing will be prepared of the existing and ultimate inner portion of the 14 CFR Part 77 approach surfaces for each runway end. The data obtained in **Task 2** will be used as the basis for developing the drawing. The drawing will include aerial photography as the base drawing and will depict the Runway Protection Zones and location, elevation, penetration, and disposition of obstructions exceeding Part 77 criteria.

*Product:* Updated approach and runway protection zone drawings.

#### **7.1.6 Runway Departure Surfaces Drawing**

A large-scale plan and profile drawing will be prepared of the existing and planned instrument runways. The drawing will include aerial photography as the base drawing and will depict the runway end location, 40:1 Runway Departure Surfaces and location, elevation, penetration, and disposition of obstructions exceeding departure surface criteria.

*Product:* Updated departure surface drawings for existing and proposed instrument runway ends.

#### **7.1.7 Land Use Drawing**

A land use plan for the area within the existing and future airport property boundary will be prepared depicting the Airport Influence Area, county zoning controls, and recommended areas for aeronautical use, general aviation development, revenue generation, airport support services, and other uses appropriate to the airport.

The noise contours developed in **Task 6.3** will be depicted on the drawing. Recommendations will be provided regarding compatible land uses and height restrictions in the vicinity of the airport. The Land Use Drawing will include planned aircraft traffic patterns. This drawing may be used as the basis for developing compatible land use zoning regulations and will show land uses and public facilities such as schools, parks, and hospitals.

*Product:* Updated Land Use drawing.

#### **7.1.8 Exhibit "A" Airport Property Map**

Description: The primary intent of the drawing is to identify and/or delineate all designated airport property owned or to be acquired by the airport owner. In accordance with FAA Standard Operating Procedure (SOP) for *FAA Review of Exhibit 'A' Airport Property Inventory Maps* (SOP 3.00), the drawing will inventory all parcels which currently make up the airport or are proposed for acquisition by the airport and will include a data table that meets SOP 3.00. Additionally, the Exhibit "A" will comply with, and adhere to, *Section 743 of the FAA Reauthorization Act of 2024*.

This drawing will be prepared utilizing the most recent approved Exhibit "A" in accordance with FAA requirements and guidelines, using existing documents, maps, and land use plans furnished or readily accessible through the County Assessor or Recorder Office. No additional research will be performed to confirm the status of airport property, such as a title search, or ownership issues. Should additional research be required for remedy, a separate task will order, and cost estimate will be discussed with the Airport Sponsor.

*Product:* Updated Exhibit "A" Airport Property Map that meets FAA requirements and guidelines.

## 7.2 ALP Review Process

*Description:* Coordination with the FAA will occur throughout the development of the ALP Drawing Set. Upon completion of the Draft ALP Drawing Set and incorporation of all Sponsor comments, preliminary review copies will be submitted to the FAA, accompanied by the FAA ALP SOP 2.00 checklist, and consistent with **Task 10.4**. Upon addressing FAA comments, a Draft ALP Drawing Set will be submitted to the FAA for airspace review. Once all FAA comments are incorporated into the ALP Drawing Set, the Final ALP Drawing set will be sent to the sponsor for signature and then forwarded to the FAA for final approval, as outlined in **Task 10.4**.

*Product:* See **Task 9**.

## TASK 8 – IMPLEMENTATION PLAN

*Description:* In an effort to provide a program for development and to assist in establishing economic viability, the costs associated for the Recommended Development Plan / Concept will be presented.

### 8.1 Cost Estimates

*Description:* The Implementation Plan identifies all airport development projects within the 5-year (short-term, 10-year (intermediate-term), and 20-year (long-term) planning periods. The short-term is an immediate action program recognizing and identifying realistic local, state, and federal funding levels while the long-term plan identifies the ultimate role of the airport, airport design type, and the concept for accommodating ultimate facility requirements. The report's drawings will include colored phasing, depicting the short-, intermediate-, and long-term development stages.

Cost estimates will include all aspects of opinion of probable construction costs (including design, construction, contingency, etc.) for items such as:

- Aircraft Hangars (T-Hangars, Conventional Box hangars, etc.)
- Supporting facilities including maintenance buildings, fire stations, etc.
- Electrical and lighting requirements such as vaults, taxiway and runway lighting, etc.
- Auto parking
- Airfield pavement
- Apron or support pavement for aircraft parking etc.

*Product:* A narrative, tabular, and graphic schedule for implementation of airport development projects as identified in the Master Plan Update document throughout the planning period.

### 8.2 Prepare Project Sequencing and Implementation Plan

*Description:* A project sequencing plan that establishes the key activity triggers for implementation and execution of the new ACIP will be prepared by this task. The sequencing plan will cover the same years as the forecasts prepared in **Task 3**. Substantial detail for AIP eligible projects will be provided for those in the

first five years as well as for the recurring maintenance items throughout the planning period. Less detail for projects after the first five years will be provided.

*Product:* A Project Sequencing and Implementation Plan for the Sponsor to follow when demand triggers the need for execution of an ACIP project.

### **8.3 Identify Sources of Funding**

*Description:* The Sponsor's ability to fund the projects proposed by the Study and the new ACIP developed from the recommendations resultant of the study will be documented. All sources of funding including Federal and state grants, private financing, third party development, proceeds from the sale of a variety of different bonds, and local funds will be identified and evaluated.

*Product:* A financial feasibility analysis to determine the Sponsor's ability to fund the new ACIP.

### **8.4 Airport Implementation Playbook**

*Description:* The Consultant will provide scenario-based implementation plans in a separate appendix identified as an "Airport Playbook". This will include implementation and CIP projects based on future scenarios that may require action and trigger events.

*Product:* A stand-alone white-paper document used as an appendix that categorizes implementation plan items based on scenarios.

### **8.5 Prepare Working Paper Three – Recommended Plan / Environmental Overview, ALP Drawings, and Implementation Plan**

*Description:* A working paper will be developed which will provide tabular, narrative, and graphic detailed results of **Task 6**, **Task 7**, and **Task 8**. Prepare a detailed summary of the Airport Layout Drawings, Environmental Overview, and Implementation Plans. Organize narrative and graphical presentations of the information in this working paper to allow for a final review and adjustment of the overall airport development concept.

*Product:* A written and graphic summary of the findings from completion of the foregoing tasks.

## **TASK 9 – PUBLIC OUTREACH PLAN (Meetings and Coordination)**

The Consultant will:

**9.1 Conduct PAC Meetings:** Prior to dissemination of Working Papers to the PAC and public at large, the Consultant will provide a draft narrative to the FAA and Sponsor for review and consideration. Upon completion of the review, Consultant will revise, as necessary, and provide to the PAC. Additionally, local and state representatives will be consulted for input and invited to attend meetings associated with the project. Requests for input to the study process by the airport sponsor, local planning agencies, economic development office, public and community leaders, and state officials will assure the study, and associated efforts are consistent with local and regional plans. Planning Advisory Committee Meetings were described in the previous sections and are not included within this Element.

**9.1.1 Conduct PAC Meeting #1 (Kick-off Meeting) –** Organize a kick-off meeting with the Sponsor,

WSDOT - Aviation, FAA, and PAC to present and outline the goals of the master planning process, discuss schedule, and technical approach.

**9.1.2 Conduct PAC Meeting #2 / Public Information Meeting #1** – Present findings of Task 2 (Inventory), Task 3 (Forecasts), and Task 4 (Facility Requirements).

**9.1.3 Conduct PAC Meeting #3 / Public Information Meeting #2** – Present findings of Task 5 (Alternatives).

**9.1.4 Conduct PAC Meeting #4** – Present findings of Task 6 (Environmental Overview), Task 7 (Airport Plans), and Task 8 (CIP / Implementation Plan).

**9.2 Conduct Public Coordination:** Per the public involvement plan, the following stakeholder outreach will be completed.

**9.2.1 Public Information Meetings / Workshops.** Two (2) public meetings or workshops will be held to coincide with the PAC meetings described above in 9.1. These meetings will be held in conjunction with PAC meetings.

**9.2.2 Port of Port Townsend Board.** The Project Team will prepare and present one (1) project briefing for the Port of Port Townsend. The timing of this briefing will coincide with the timing of the final PAC meeting to maximize efficiency.

Note that the Project Team will prepare the necessary graphics and handouts and have appropriate personnel available for all meetings and briefings. The Project Team is responsible for setting up the meetings and coordinating with the appropriate agencies involved as well as producing meeting notices and agendas. The Sponsor will be responsible for all advertising of notices relating to the meetings, as well as providing a location for the meetings.

All PAC and Public meetings will be recorded and provide an opportunity for discussion and input. Each meeting will be summarized with all comments received and included as part of an Outreach Appendix.

## **TASK 10 – DOCUMENTATION**

It is important to communicate ideas, thoughts, findings, and recommendations of a project. The importance of report preparation and graphic ability is realized to ensure clarity, understanding, and general public relations.

### **10.1 Draft Final Report**

*Description:* The Consultant will prepare a summary section of the Master Plan for the Draft Final Report. The section will provide a summary and overview of the Master Plan process, as well as document the general recommendations. It will be written and illustrated in terms easily understood by the general public.

*Product:* A narrative of the Draft Final Master Plan providing a summary, overview, and general recommendations resulting from the Master Plan process.

## 10.2 Final Report and Executive Summary

*Description:* Following a review and comment period for the Draft Master Plan by the Airport Sponsor, WSDOT - Aviation, FAA, and the PAC Committee, the Consultant will prepare and print a Final Master Plan for the Airport Sponsor. Four (4) paper hard copies of the Final Master Plan Update narrative will be provided and distributed by the Consultant. Additionally, electronic versions (i.e., flashdrive) of the final Master Plan Update will be provided to the Airport Sponsor and to the FAA. This will also include a short executive summary outlining the results of the Airport Master Plan Update in a pamphlet or similar standalone document.

*Product:* Preparation of Final Master Plan Update report, with two (2) electronic versions (i.e., flashdrive) containing a Microsoft Word version and a PDF file version of the Final Report and executive summary. Electronic files will contain existing ALP drawings for the airport will be provided in both full size (24" x 36") and ½-size (11' x 17") .pdf and paper hard copies. Additionally, .pdf and paper hard copies of the Master Plan Update narrative will be provided.

## 10.3 Quality Assurance / Quality Control (QA/QC)

*Description:* The Consultant will provide internal review for all Working Papers and other narrative products to ensure proper grammar and formatting is consistent and retained throughout

*Product:* QA/QC of all documentation.

## 10.4 Airport Layout Drawing Sets

*Description:* The Consultant will prepare seven copies of the draft ALP set and ALP Checklists to the FAA for review. Following FAA review, the Consultant will incorporate the agreed-upon revision and prepare four (4) copies of the final ALP set to the FAA and two (2) copies to the Airport Sponsor. Additionally, one electronic file (i.e. flashdrive) containing the most recent version of AutoCAD of the ALP set will be provided to the Airport Sponsor and the FAA.

*Product:* Preparation and submission of the draft and final ALP sets for Jefferson County International Airport. A summary of project deliverables is provided below:

10.5 Project Deliverables	FAA	Airport Sponsor
Working Papers/Draft Chapters (pdf)	1	1
FAA ALP Checklist (Complete Appropriate Sections)	1	0
Draft Master Plan Report (pdf)	1	1
Draft ALP set and Final Checklist	1	1
Final Master Plan Update Report (Hard / Paper copy)	1	4
Final Master Plan Update (MSWord, PDF)	1	1
Final ALP set (Prints)	2	2
Final ALP set (.pdf)	1	1
Final ALP set (CADD File)	1	1
Final Executive Summary (Prints)	1	25
Final Executive Summary (pdf)	0	1
Final ALP set (CADD File)	1	1

## PROPOSED PROJECT SCHEDULE

The following proposed project schedule is subject to sponsor and FAA review periods and may change. Any change in schedule will be discussed with the sponsor and FAA.

Project Tasks		2024		2025												2026					
		Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	
STUDY ELEMENTS	Study Initiation / Scoping / Contract / PAC Committee	█																			
	Project Management	█																			
	Inventory of Existing Conditions				█																
	Aviation Demand Forecasts / Critical Aircraft Analysis					█															
	Facility Requirements					█															
	Alternatives Evaluation / Land Use Overlays / Aviation Compatible Evaluation / Utilities							█													
	Recommended Development / Environmental Review										█										
	Cost Estimates / Implementation Plan												█								
	Airport Layout Plan Set / OEAAA Submission								█												ALP Submittal FAA Review
	Documentation				█																
OUTREACH	Planning Advisory Committee (PAC) / Working Papers	●		●			●	●			●	●		●		●					
	Public Outreach / Information Meeting (PIM)							●	●			●	●								
	Sponsor / FAA Reviews						▲				▲			▲							
																			DRAFT REPORT	FINAL REPORT	

**EXHIBIT "B"**  
**FEE SCHEDULE**

Fees and expenses will be charged to the Port by the Consultant for the Scope of Services as set forth on the attached page.





**Manhour Projections**  
**KSA**  
**Jefferson County International Airport, K0S9**

12/20/2024

AIRPORT LAYOUT PLAN UPDATE		KSA					KSA Total Hours	KSA Budget
		Principal 300.00	Senior Aviation Planner 225.00	Aviation Planner 185.00	Design Engineer 130.00	Design Technician 95.00		
Task 1	Study Initiation / Project Management							
	Direct Expenses							\$700.00
	Labor	8	80	32	0	0	120	\$26,320.00
	Subtotal Task 1							\$27,020.00
Task 2	Inventory of Existing Conditions							
	Direct Expenses							\$600.00
	Labor	6	40	108	0	32	186	\$33,820.00
	Subtotal Task 2							\$34,420.00
Task 3	Aviation Demand Forecasts							
	Direct Expenses							\$350.00
	Labor	6	48	96	0	0	150	\$30,360.00
	Subtotal Task 3							\$30,710.00
Task 4	Facility Requirements							
	Direct Expenses							\$350.00
	Labor	6	56	112	0	24	198	\$37,400.00
	Subtotal Task 4							\$37,750.00
Task 5	Development Alternatives							
	Direct Expenses							\$2,600.00
	Labor	8	72	120	32	48	280	\$49,520.00
	Subtotal Task 5							\$52,120.00
Task 6	Environmental Review							
	Direct Expenses							\$350.00
	Labor	4	12	88	0	8	112	\$20,940.00
	Subtotal Task 6							\$21,290.00
Task 7	Airport Plans							
	Direct Expenses							\$1,000.00
	Labor	6	24	40	0	250	320	\$38,350.00
	Subtotal Task 6							\$39,350.00
Task 8	Implementation Plan							
	Direct Expenses							\$350.00
	Labor	12	24	48	0	16	100	\$19,400.00
	Subtotal Task 7							\$19,750.00
Task 9	Public Outreach							
	Direct Expenses							\$21,200.00
	Labor	32	32	32	0	0	96	\$22,720.00
	Subtotal Task 8							\$43,920.00
Task 10	Documentation							
	Direct Expenses							\$3,200.00
	Labor	6	24	64	0	8	102	\$19,800.00
	Subtotal Task 9							\$23,000.00
Sub-total Expenses								\$30,700.00
Sub-total Labor								\$298,630.00
Sub-Consultant(s)								
PAE - PM Admin., Data Collection, Airprot Survey, Reviews, CIP Estimates								\$29,785.00
<b>Sub-Total</b>		58	368	620	32	378	1456	\$329,330.00
<b>TOTAL</b>								\$359,115.00

Note: Expenses are detailed in Page 2

**Attachment B - Cost Estimates - Expenses**  
**KSA**  
**Airport Layout Plan Update with Narrative**

<b>Port Townsend International Airport Expenses</b>			
<b>Task 1</b>	<b>Study Initiation / Project Management</b>		
	Website / Maintenance / Administration	\$	500
	Phone / Copy / Misc	\$	200
	<b>Task 1 Subtotal</b>	\$	700
<b>Task 2</b>	<b>Inventory of Existing Conditions</b>		
	Economic / Demographic Data <i>Woods and Poole</i>	\$	500
	Phone / Copy / Misc	\$	100
	<b>Task 2 Subtotal</b>	\$	600
<b>Task 3</b>	<b>Aviation Demand Forecasts</b>		
	Exhibit Printing	\$	250
	Phone / Copy / Misc	\$	100
	<b>Task 3 Subtotal</b>	\$	350
<b>Task 4</b>	<b>Facility Requirements</b>		
	Exhibit Printing	\$	250
	Phone / Copy / Misc	\$	100
	<b>Task 4 Subtotal</b>	\$	350
<b>Task 5</b>	<b>Alternatives</b>		
	Exhibit Printing	\$	2,500
	Phone / Copy / Misc	\$	100
	<b>Task 5 Subtotal</b>	\$	2,600
<b>Task 6</b>	<b>Environmental Review</b>		
	Exhibit Printing	\$	250
	Phone / Copy / Misc	\$	100
	<b>Task 6 Subtotal</b>	\$	350
<b>Task 7</b>	<b>Airport Plans</b>		
	Aerial Photography (if necessary)	\$	-
	DRAFT Sheet Printing	\$	500
	*Final Printing / Binding ALP <i>*ALP Set</i>	\$	500
	<b>Task 7 Subtotal</b>	\$	1,000
<b>Task 8</b>	<b>CIP / Implementation</b>		
	Exhibit Printing	\$	250
	Phone / Copy / Misc	\$	100
	<b>Task 8 Subtotal</b>	\$	350
<b>Task 9</b>	<b>Public Outreach Plan</b>		
	Air / Food / Hotel / Auto <i>4 - 3 person trips (PAC / Public)</i>	\$	18,500
	Copies / Printing	\$	2,500
	Mail/Phone / Misc	\$	200
	<b>Task 9 Subtotal</b>	\$	21,200
<b>Task 10</b>	<b>Documentation</b>		
	Printing / PDF / Flashdrives	\$	3,000
	Mail / Phone/Misc	\$	200
	<b>Task 8 Subtotal</b>	\$	3,200
<b>TOTAL</b>		\$	27,500

**EXHIBIT "C"**  
**Required Contract Provisions for Federal Aviation Administration**  
**Airport Improvement Program (AIP) Funded Projects**  
**Professional Services**

**C0. DEFINITIONS.**

1. The term "**Sponsor**" is used in this document to mean either an obligated Sponsor on a project that is not federally funded, or a Sponsor on an AIP funded project. A Sponsor is a "recipient" of federal assistance when receiving AIP or other FAA grant funds.
2. The term "**Owner**" of a public use airport is generally used in the solicitation or contract clauses because of its common use in public contracts. An Owner becomes an obligated Sponsor upon acceptance of the AIP grant assurances associated with current or prior AIP grant funded projects.
3. For purposes of determining requirements for contract provisions, the term "**contract**" includes professional services, and subcontracts and supplier contracts such as purchase orders.
4. The term "**contractor**" is understood to mean a contractor, subcontractor, or consultant; and means one who participates, through a contract or subcontract (at any tier).
5. The term "**applicant**" is understood to mean the following in different contexts:
  - a. For the Equal Employment Opportunity (EEO) clause, the term "applicant" means an applicant for *employment* (whether or not the phrase, for employment, follows the word applicant or applicants).
  - b. For all other clauses, the term "applicant" means a bidder, offeror, or proposer for a contract.

**C1. ACCESS TO RECORDS AND REPORTS.** The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Port, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**C2. BREACH OF CONTRACT TERMS.** Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The Port will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. The Port may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Port's notice. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

**C3. GENERAL CIVIL RIGHTS PROVISION.** In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subconsultants from the bid solicitation period through the completion of the contract.

**C4. TITLE VI SOLICITATION NOTICE.** The Port of Port Townsend, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

**C5. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES.** During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibit discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibit discrimination on the basis of race, color, national origin, and sex);Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

**C6. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS.** During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

- A. Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- C. Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- D. Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  1. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  2. Cancelling, terminating, or suspending a contract, in whole or in part.
- F. Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**C7. CLEAN AIR AND WATER POLLUTION CONTROL.** Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water

Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

**C8. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT.** The successful Contractor, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful Contractor will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror/Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

**C9. ASSURANCE FOR CONTRACTORS COVERED BY DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM.**

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.

**C10. PROMPT PAYMENT.** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Port of Port Townsend. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Port of Port Townsend. This clause applies to both DBE and non-DBE subcontractors.

**C11. TERMINATION OF DBE SUBCONTRACTS.** The prime contractor must not terminate a DBE subcontractor (or an approved substitute DBE firm) without prior written consent of the Port. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent the Port. Unless the Port’s consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Port may provide such written consent only if the Port agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to [Name of Recipient] its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Port, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise The Port and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Port should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Port may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

**C12. TEXTING WHEN DRIVING.** In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

**C13. CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS.** The Contractor certifies by signing and submitting this agreement, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

**C14. EQUAL OPPORTUNITY CLAUSE.** During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not

apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **C15. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS.**

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
  - d. "Minority" includes:
    - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
    - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and



- iv. American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
  3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
  4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
  5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
  6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
  7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
    - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
    - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when

- the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
  - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
  - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
  - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
  - i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
  - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
  9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
  10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
  11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
  12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
  13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**C16. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE).** All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**C17. TRADE RESTRICTION CERTIFICATION.** By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Contractor must provide immediate written notice to the Owner if the Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3. who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

**C18. CERTIFICATION REGARDING LOBBYING.** The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**C19. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970.** All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a

referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**C20. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

**Contractor** and Subconsultant agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

**C21. CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS.**

The Contractor must complete the following two certification statements. The Contractor must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

**Certifications**

1. The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2. The applicant represents that it is ( ) is not ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

**Note**

If an applicant responds in the affirmative to either of the above representations, the Contractor is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the Owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

**Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**C22. TERMINATION FOR CONVENIENCE.** The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

**C23. TERMINATION FOR CAUSE.** Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
  2. Make adequate progress so as to endanger satisfactory performance of the Project; or
  3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
  2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;

3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

**C24. VETERAN'S PREFERENCE.** In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

#### **C25. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to



be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

## PORT OF PORT TOWNSEND AGENDA COVER SHEET

<b>MEETING DATE</b>	January 22, 2025
<b>AGENDA ITEM</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> 1 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input type="checkbox"/> Regular Business <input type="checkbox"/> Informational
<b>AGENDA TITLE</b>	IV. H. Execution of Professional Services Agreement with Kennedy Jenks Consultants for Engineering Support During Construction of the Boat Haven Boatyard Stormwater Improvement Project
<b>STAFF LEAD</b>	Matt Klontz, Director of Capital Projects & Port Engineer
<b>REQUESTED</b>	<input type="checkbox"/> Information <input checked="" type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	A. Informational Memo B. Draft Professional Services Agreement

If adopted as part of the consent agenda, no further action is needed. Approval of this item on the Consent Agenda authorizes the Execution of a Professional Services Agreement with Kennedy Jenks Consultants for Engineering Support During Construction of the Boat Haven Boatyard Stormwater Improvement Project.

Alternative action: Remove from consent for discussion. Move to authorize the Execution of Professional Services Agreement with Kennedy Jenks Consultants for Engineering Support During Construction of the Boat Haven Boatyard Stormwater Improvement Project.

# PORT OF PORT TOWNSEND

## INFORMATIONAL MEMO

**DATE:** 1/22/2025  
**TO:** Commission  
**FROM:** Matt Klontz, Director of Capital Projects & Port Engineer  
**SUBJECT:** Execution of Professional Services Agreement for Engineering Support During Construction of the Boat Haven Boatyard Stormwater Improvement Project

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### **ISSUE**

Should the Port Commission execute a professional services agreement with Kennedy Jenks Consultants to provide the Port with professional engineering services during the construction of the Boat Haven Boatyard Stormwater Improvement Project?

### **BACKGROUND**

Construction of the Boat Haven Boatyard Stormwater Improvement Project will occur in two phases, the first of which will begin February 10, 2025, and will conclude in late summer/early fall of 2025. The Port retains technical support (e.g., material testers, inspectors, and geotechnical support) during construction in order to support with quality control, risk management, and ensure conformity with the intent of the design.

### **DISCUSSION**

It is in the Port's best interest to retain the services of the engineer of record and the design firm, Kennedy Jenks, to provide engineering support during construction. These services generally include the review of contractor submittals, answering requests for information, issuing design changes in response to unforeseen field conditions, and regular attendance at weekly construction meetings. Port staff will remain involved during construction to provide overall project management.

### **FISCAL IMPACT**

The agreement is a negotiated hourly rate with a not-to-exceed limit of \$180,000, which is comprised of a \$151,299 consultant fee, plus a \$28,701 Port management reserve for completing additional tasks at the Port's sole discretion based upon need and available funding. The funds provided at the American Rescue Plan Act, State and Local Fiscal Recovery Funds, and the Local and Community Projects (Model Toxins Control Act) programs, along with the Industrial Development District Levy, will fund the construction phase, which includes engineering services during construction.

### **RECOMMENDATION**

Motion to authorize the Port's Executive Director to enter into an agreement substantially in the form presented with Kennedy Jenks Consultants for the professional engineering services during construction of the Boat Haven Boatyard Stormwater Improvement Project.

**STANDARD AGREEMENT FOR PROFESSIONAL SERVICE  
CHAPTER 39.80 RCW**

**ENGINEERING SERVICES DURING CONSTRUCTION  
BOAT HAVEN BOATYARD STORWATER IMPROVEMENT**

This Standard Agreement for Professional Services (the “Agreement”) is made and entered into on January 1, 2025 by the Port of Port Townsend, a Washington municipal corporation (the “Port”), and the consultant listed below (the “Consultant”) for the scope of work outlined in this Agreement.

The Port:	Port of Port Townsend 2701 Jefferson Street P.O. Box 1180 Port Townsend, WA 98368
Port Contact:	Matt Klontz, Director of Capital Projects/Port Engineer Telephone: 360-385-0656 (main), ext. #112 Email: matt@portofpt.com
Consultant:	Kennedy/Jenks Consultants, Inc. 32001 32 <sup>nd</sup> Ave South, Suite 300 Federal Way, WA 98001 UBI #: 600121384
Consultant Contact:	Ross Dunning Telephone: 253-835-6449 (office) Email: RossDunning@KennedyJenks.com
Project:	Boat Haven Boatyard Stormwater Improvement Project No. BH-01-008

1. Scope of Work. The Consultant will promptly undertake and complete the tasks according to the schedule provided (the “Scope of Services”) in support of the Project as outlined on **Exhibit “A”**. Additional tasks necessary to complete the work will be authorized through amendment(s).
  
2. Compensation. The Consultant shall be compensated for services provided and for expenses on the basis of the attached “Fee Schedule” attached hereto as **Exhibit “B”**. The total expenditure by the Port for this Agreement shall not exceed \$180,000.00 (\$151,299.00 fee, plus a \$28,701.00 Port management reserve for completing additional tasks at the Port’s discretion).
  
3. Term of the Agreement. The term of this Agreement shall commence with the mutual execution of this Agreement and shall have an effective date of January 1, 2025 and will terminate when all tasks associated with the scope of services herein (as modified by written amendment) have been completed by the Consultant but in no event later than December 31, 2025.
  
4. Incorporation of Exhibits and General Provisions. Services covered by this Agreement shall be performed in accordance with the General Provisions and any attachments or schedules. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

**THIS AGREEMENT CONTAINS AN INDEMNIFICATION FROM THE CONSULTANT TO THE PORT AND A LIMITED WAIVER OF IMMUNITY UNDER TITLE 51, THE WASHINGTON WORKERS COMPENSATION ACT. THIS AGREEMENT INCLUDES THE EXHIBITS ATTACHED HERETO AND THE GENERAL PROVISIONS.**

**PORT OF PORT TOWNSEND**

**KENNEDY/JENKS CONSULTANTS, INC**

\_\_\_\_\_  
Eron Berg, Executive Director

\_\_\_\_\_  
Ross Dunning, Principal

## GENERAL PROVISIONS

**1. Selection.** The Consultant was chosen in accordance with chapter 39.80 RCW and the Port's applicable policies and procedures.

**2. Termination for Cause.** This Agreement may be terminated by either party upon seven (7) days' written notice should one party fail to perform in accordance with its terms through no fault of the other. In the event the party that fails to perform is the Consultant, the determination of "fail to perform in accordance with its terms" shall be in the sole judgment of the Port. In the event of termination, the Consultant shall be compensated for satisfactory services performed to the termination date. In no case, however, shall such compensation exceed the original amount of the Agreement as approved or as amended by the Port. Any work product generated by the Consultant prior to such termination shall be the sole property of the Port, and the Consultant agrees to provide the Port with all such materials.

**3. Termination Without Cause.** Further, this Agreement may be terminated by the Port at any time for any reason whatsoever, at the sole discretion of the Port, with seven (7) days' written notice. In the event of such termination, compensation shall be paid as provided in Paragraph 2 above.

**4. Consultant Services.** Consultant's services shall meet or exceed the standard for similar services performed by professionals in the State of Washington.

**5. Charges for Additional Services.** The Consultant shall obtain the written approval of the Port for any charges for additional services performed by the Consultant, the additional services of others retained by Consultant, or the furnishing of additional supplies, materials or equipment. The Consultant shall not be entitled to compensation for any such additional charges incurred in violation of this paragraph without prior written Amendment to the Agreement.

**6. Monthly Progress Statements.** The Consultant shall submit monthly statements of services rendered and expenses incurred to the Port in a form

acceptable to the Port. The Port shall make prompt monthly payments for work completed to the Port's satisfaction and expenses incurred. In no event shall the Port be charged interest on payments due under this Agreement.

**7. Applicable Law.** All federal, state and local laws applicable in the rendering of the services by the Consultant shall be complied with in all respects by the Consultant as shall all rules and regulations of the Port and any other governmental agency. By executing this Agreement, Consultant further certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal or acceptance of this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, agreements, contracts, and subcontracts. Where the offeror/consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this Agreement. The Port reserves the right to require Consultant to replace a sub-consultant or lower tier participant who cannot meet the foregoing certification requirements.

**8. Deviations from Scope of Work.** The Port may at any time issue written directions within the general scope of this Agreement. If any such direction causes an increase or decrease in the cost of this Agreement or otherwise affects any other provision of this Agreement, the Consultant shall immediately notify the Port. The Port may modify the amount spent for identified tasks within the scope of work providing the total amount of the Agreement, or as modified by written Amendment, is not exceeded. Any work done in violation of this paragraph shall be at the sole expense of the Consultant.

**9. Port Review of Title Documents and Permit Documents.** Prior to the submission of any documents related to any permits or the execution or recordation of any documents effecting title to any property, the said document shall be reviewed by the Port. The Port shall be responsible for all costs

associated with such review.

**10. Conflict of Interest.** Consultant covenants that it presently has no interest and shall not acquire an interest, directly or indirectly, which would conflict in any manner or degree with its performance under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by it or any of its sub-consultants.

**11. Insurance.** Consultant, concurrently with the execution of this Agreement, shall provide the Port with evidence that Consultant has obtained and is maintaining the insurance listed as follows:

(a) Workers' Compensation Insurance as required by law;

(b) Employers' Liability Insurance (bodily injuries) with a limit of One Hundred Thousand Dollars (\$100,000) per occurrence with an insurance company authorized to write such insurance in all states where the Consultant will have employees located in the performance of its work covering its common law liability to such employees;

(c) Comprehensive General Liability Insurance and Automobile Liability Insurance covering all owned and non-owned automobiles or vehicles used by or on behalf of Consultant with a One Million Dollar (\$1,000,000) combined single limit for bodily injury and/or property damage per occurrence and an annual aggregate limit of Two Million Dollars (\$2,000,000);

(d) Professional Liability Insurance covering Errors and Omissions of the Consultant in the amount of not less than Two Million Dollars (\$2,000,000) per claim.

(e) Except with regard to the Professional Liability Insurance and Worker's Compensation Insurance, each of the policies required herein shall name the Port as an additional insured. Furthermore, each policy of insurance required herein shall (i) be written as a primary policy; (ii) expressly provide that such insurance may not be materially changed, amended or canceled with respect to the Port except upon thirty (30) days' prior written notice (ten days notice for nonpayment of premium) from the insurance company to the Port; (iii) contain an express waiver of any right of subrogation by the

insurance company against the Port and its elected officials, employees, or agent; (iv) expressly provide that the insurance proceeds of any loss will be payable notwithstanding any act or negligence of Consultant which might otherwise result in a forfeiture of said insurance; and (v) in regard to physical property damage coverage, expressly provide that all proceeds shall be paid jointly to Consultant and Port;

(f) With regard to the Professional Liability Insurance, the Consultant shall maintain the same in full force and effect during the term of this Agreement and for a period of one year thereafter; and

(g) Except with regard to the Professional Liability Insurance, the Consultant shall furnish the Port with two (2) copies of Certificates of Insurance evidencing policies of insurance required herein. The Consultant shall maintain these policies as identified above for itself and its sub-consultants for the term of this Agreement and for a period of one year thereafter. Such Certificates shall specifically state that the insurance company or companies issuing such insurance policies shall give the Port at least forty-five (45) days' written notice in the event of insurance company's or companies' cancellation or material changes in any of the policies.

**12. Indemnification.** The Consultant shall defend (with legal counsel satisfactory to the Port), indemnify and hold the Port, its elected officials, agents and employees harmless from and against all liabilities, obligations, fines, claims, damages, penalties, lawsuits, governmental proceedings, judgments, costs and expenses (including, without limitation, all reasonable attorneys' fees, costs and expenses of litigation):

- To the extent caused by any negligent act or omission or willful misconduct of Consultant, its directors, officers, consultants, agents and/or employees in connection with the services provided pursuant to this Agreement; and/or
- Arising from a breach of this Agreement by Consultant; and/or
- Arising out of or due to any failure on the part of Consultant to perform or comply with any rule, ordinance or law to be kept and performed.

The Port will inform Consultant of any such claim or

demand that alleges liability based in whole or in part on any negligent act or omission of Consultant, its directors, officers, agents, or employees. Thereafter the Consultant shall (i) reasonably cooperate in the defense of such claim and (ii) pay its defense of such claim as incurred, whether or not such claim is ultimately successful. In this regard, the Port will reasonably cooperate with Consultant in allowing Consultant to jointly select, with the Port, attorneys to defend the Port and Consultant provided that Consultant confirms its obligation to pay the Port's defense costs.

12.1 In the event of concurrent negligence by the Port and Consultant, then at the conclusion of the action (e.g., judgment, arbitration award or settlement), the attorneys' fees and costs incurred in defending the Port shall be apportioned to the parties based on their respective fault as provided by RCW 4.22.070.

12.2 The foregoing indemnification obligation shall include, but is not limited to, all claims against the Owner by an employee or former employee of the Consultant or any sub-consultant or service provider. For this purpose, the Consultant expressly waives, as respects the Owner only, all immunity and limitation on liability under any industrial insurance Act, including Title 51 RCW, or other workers compensation act, disability act, or other employees benefits of any act of any jurisdiction which would otherwise be applicable in the case of such a claim.

**13. Confidentiality.** Any reports, documents, questionnaires, records, information or data given to or prepared or assembled under this Agreement shall be kept confidential unless a specific written waiver is obtained from the Port and shall not be made available by the Consultant to any individual or organization without prior written approval of the Port except as may be ordered by a court of competent jurisdiction. The provisions of this section shall survive for a period of three (3) years after the expiration or earlier termination of this Agreement.

**14. Plans, etc. Property of Port.** All original plans, drawings and specifications prepared by the Consultant and any and all sub-consultants for the

Port and funded by the Port are and shall remain the property of the Port whether or not the Project for which they are made is executed. This shall not apply to proprietary software or documentation that may be provided to the Port and that was developed independent of funding by the Port. The Consultant assumes no liability for any use of the Drawings and Specifications other than that originally intended for this Project. Originals, including electronic forms of the data prepared by the Consultant and funded by the Port shall become the property of the Port. No reports, records, questionnaires, software programs provided by Port or other documents produced in whole or in part by the Consultant under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant. When Consultants work results in the preparation of plans and specifications for bidding purposes, the Port will provide the Consultant with five (5) completed sets of bid documents. Additional sets will be the responsibility of the Consultant.

**15. Public Disclosure Request.** Correspondence, reports and other written work that is generated during the course of the relationship created by this Agreement may be requested from the Port by third parties pursuant to the Washington State Public Disclosure Act (RCW 42.17.250 *et. seq.*). The Port shall be solely responsible for making a good faith determination of its obligation to release its public records and not be liable to the Consultant for any such release. This clause shall survive the termination or expiration of this Agreement.

**16. Electronic File Compatibility.** All electronically-transmitted output must be compatible with existing Port software. Consultants shall check with the Port for software application and system compatibility.

**17. Pollution.** Port acknowledges that the Consultant is not responsible for the creation or presence of contamination or pollution, if any, at the property except to the extent that such a discharge, release or escape is caused by the negligent act or failure to act of the Consultant. For the purpose of this clause, contamination conditions shall mean the actual or alleged existence, discharge, release or escape of any irritant, pollutant, contaminant, or hazardous



substance into or upon the atmosphere, land, groundwater, or surface water of or near the property. The Consultant will promptly notify the Port of contamination conditions, if identified. Notwithstanding the foregoing, the Port does not herein waive any cause of action for damages resulting from the Port's reliance on any misrepresentation (made either knowingly or negligently) by the Consultant with regard to the presence of any contamination or pollution.

**18. Payment of Sub-Consultants.** The Port may request the Consultant certify that it has paid its sub-consultants in full for all work encompassed by invoices that the Port has paid. The Consultant shall be solely responsible for the performance of and payment to its sub-consultants. All such sub-consultants shall possess all licenses and insurance as required by the laws of the State of Washington.

**19. Non-Discrimination.** In connection with the performance of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, or being handicapped, a disadvantaged person, or a disabled or Vietnam-era veteran.

**20. Survivability.** All covenants, promises, and performance which are not fully performed as of the date of termination shall survive termination as binding obligations.

**21. Notices.** All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by electronic mail to the email address provided above with confirmation of receipt, sent by a nationally recognized overnight delivery service, or sent by United States registered or certified mail, return receipt requested, postage prepaid to the address provided on the first page of the Agreement.

**22. Time of Performance.** Time is specifically declared to be of the essence of this Agreement and of all acts required to be done and performed by the

parties hereto.

**23. No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

**24. Counterparts and Authority.** This Agreement may be signed in counterparts. Each person signing below represents and warrants that they have complete authority to execute this Agreement.

**25. Facsimile or Electronic PDF File Transmission.** This Agreement and all subsequent notices or modifications may be executed by the parties and transmitted by facsimile or electronic transmission of a PDF file and, if so executed and transmitted this and all subsequent notices or modifications will be for all purposes as effective as if the parties had delivered an executed original.

**26. Attorney Fees.** The prevailing party in any action concerning this Agreement shall be awarded their reasonable attorney fees and costs.

**27. Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**28. Waiver.** No failure by either party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term or condition.

**29. Law and Jurisdiction.** This Agreement is made and delivered in Jefferson County, Washington, and shall be construed and enforced in accordance with Washington law. Exclusive jurisdiction and venue for any disputes under this Agreement shall be solely in the Superior Court of Jefferson County, Washington, and not in any federal court.

**30. Amendment.** No modification, termination or amendment of this Agreement may be made except by written agreement signed by all parties, except as provided herein.

**31. Additional Requirements for Federally Funded Projects.** In addition to the foregoing General Provisions, and in accordance with 2 C.F.R. § 200.236, Consultant agrees that it will comply with all applicable provisions of Appendix II to 2 C.F.R. part 200, which attached hereto as Exhibit "C", and incorporated herein by way of this reference.

**32. Entire Agreement.** This is the entire agreement between the parties. It may not be altered or modified except by a written amendment to this Agreement that references the intent of the parties to amend this Agreement. There is no other oral or written understanding between the parties concerning this matter. The Consultant specifically understands that no Port employees other than the designated Port representative or his/her supervisors are authorized to direct the work of the Consultant.

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

7 January 2025

Mr. Matt Klontz, P.E.  
Port of Port Townsend  
2701 Jefferson Street  
Port Townsend, Washington 98368

Subject: Port of Port Townsend Boat Haven Stormwater System Improvements – Phase 3  
K/J Project No. 2297020\*02

Dear Mr. Klontz:

Kennedy/Jenks Consultants (Kennedy Jenks) is pleased to submit this proposal to assist the Port of Port Townsend (Port) with construction support services for the Boat Haven Boatyard (Boatyard) Stormwater System Improvement Project (project). The Kennedy Jenks Team consists of the following firms:

- Kennedy Jenks – Prime Engineering Firm
- Associated Earth Science, Inc. (AESI) – Geotechnical Engineering
- FACET NW, Inc – Structural Engineering

## **Project Understanding**

It is our understanding that the Port of Port Townsend is working to improve its stormwater conveyance and treatment systems to address maintenance challenges and meet updated stormwater quality benchmarks required by the State of Washington Department of Ecology (Ecology) Boat Yard General Permit (BYGP). This proposal provides a detailed scope for construction support services for the stormwater system improvements at the Boatyard.

## **Scope of Services**

The scope of our services is described as follows:

Mr. Matt Klontz, P.E.  
Port of Port Townsend  
7 January 2025  
Page 2

## **Task 1 – Project Management and Meetings**

### **Subtask 1.1 – Project Management**

Kennedy Jenks has assigned Samantha Karpa, P.E. to be our Project Manager and primary point of contact, supported by Ross Dunning, P.E. Principal in charge; and other project team members as found to be necessary. Work to be performed under this task includes ongoing communication with the Port and Kennedy Jenks' project team and subconsultant(s); coordinating scope of work, schedule, budget, and deliverables; project setup and invoicing; document control/logs; and development of a health and safety plan and tracking and management.

### **Subtask 1.2 – Construction Meetings**

For the purpose of this proposal, it is assumed that the project manager will attend two (2) 1-hour-long construction meetings with the Port and the contractor each month during an assumed 6-month construction duration. Meetings will be facilitated by the Port. Budget is also included for the Principal in charge to attend one construction meeting per month, as needed.

## **Task 2 – Construction Support**

### **Subtask 2.1 – Site Visits**

It is assumed that up to six (6), 8-hour site visits will be required during the construction period, including travel time. Additional travel time is included for visits from the project electrical engineer, who is based out of Kennedy Jenk's Portland office. KJ will provide a summary of observations to the Port following each visit. Site visits include the following:

- Preconstruction meeting attended by the Project Manager.
- Four site visits to observe critical work items such as stormwater media mixing, infiltration testing, and placement; lift station and outlet structure installation; pump installation; etc. attended by the Project Manager, staff engineer, project electrical engineer, and/or AESI geotechnical engineer.
- Substantial Completion site visit attended by the Project Manager, Principal in charge, project electrical engineer, and FACET structural engineer.

### **Subtask 2.2 – Submittals**

The Kennedy Jenks Team will log, review, and respond to submittals from the contractor. For the purpose of this proposal, it is assumed 40 submittals will be reviewed and responded to electronically. It is assumed that each submittal review and response will take three (3) hours and resubmittal responses will be required for 50% of the submittals and will take 1.5 hours.

Mr. Matt Klontz, P.E.  
Port of Port Townsend  
7 January 2025  
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Submittals could include, but not be limited to, dewatering and stormwater reroute plans; shoring plans; concrete mix designs; geotextile product data; pumps, piping, valves, and related product data; stormwater treatment system schematics and associated product data; control panel shop drawings; product data for various electrical accessories and appurtenances; operation and maintenance manuals (pumps, valves, control panels, etc.).

A proposal from FACET NW is included as Attachment B, describing structural submittal response efforts. Budget has also been included by AESI in Attachment A to provide submittal support for earthwork materials on an as-needed basis.

### **Subtask 2.3 – Request for Information (RFIs) and Change Orders**

Budget is included under this task for Kennedy Jenks to review and respond to six (6) RFIs and four (4) change orders. RFIs are anticipated to take six (6) hours each for instances where the contractor may require clarification. Change orders are anticipated to take eight (8) hours each and could include revising the design to accommodate potential unknown subsurface utilities that may interfere with the current design approach or other issues that could require changes to the design. It is assumed that responses to RFIs and change orders will be provided electronically.

Effort provided by FACET for RFIs and Change Orders is included in Attachment B.

### **Subtask 2.4 – Project Closeout Punch List**

Kennedy Jenks' Project Manager, Principal in charge, project electrical engineer, and FACET structural engineer will join the Port onsite to perform an inspection of the constructed improvements after the contractor achieves Substantial Completion. For the purposes of this proposal, it is assumed that the Substantial Completion inspection will be one, 8-hour site visit. Budget for this site visit is provided under Subtask 1.2. Afterwards, Kennedy Jenks will prepare a Project Closeout Punch-List (Punch-List) in PDF format documenting potentially deficient or incomplete items the contractor must complete to achieve Final Completion. Two one-hour phone calls are included to coordinate the Punch-List with the contractor and Port.

### **Subtask 2.5 – Start-up Support**

An allowance of 24 hours is provided for treatment system start up support. Should additional scope and budget be necessary, it will be requested through a budget augmentation.

### **Subtask 2.6 – As-Built Drawings**

Kennedy Jenks will prepare as-built drawings incorporating potential change orders that may have occurred during construction; the contractor's redline edits made to their drawings kept onsite; and other potential updates that may be necessary.

Mr. Matt Klontz, P.E.  
Port of Port Townsend  
7 January 2025  
Page 4

## **Subtask 2.7 – Operations and Maintenance Manual**

Kennedy Jenks will prepare an Operations and Maintenance (O&M) Manual for the stormwater biofiltration treatment system and conveyance infrastructure throughout the Boatyard in accordance with BYGP requirements. The O&M manual will be provided in electronic PDF format.

### **Owner Responsibilities**

The following activities are assumed to be conducted by the Port:

- Permit tracking during construction to ensure the contractor is meeting applicable regulatory requirements.
- Lead contractor engagement (attend and contribute to weekly construction meetings; review pay applications; assist with coordination, review, and resolution of RFIs and change orders; etc.).
- Quality control testing (compaction testing, pipeline pressure testing, etc) is not included in the proposed scope of services. It is assumed these services will be contracted by the Port or construction contractor directly.
- Signing and submittal of permit applications and payment of all permit fees.
- Participation in decision-making and providing a best-faith effort to make key decisions in a timely manner.
- Coordination and processing of RFIs, shop drawings, and change orders, and distribution to Kennedy Jenks in a timely manner.

### **Assumptions and Exclusions**

Kennedy Jenks has assumed the following assumptions and exclusions apply to the work to be performed:

- Kennedy Jenks' scope of services does not include wetland, endangered species, or cultural resources evaluation.
- Kennedy Jenks will not solicit comments or coordinate with Ecology or other outside agencies.
- The budget listed in Kennedy Jenks' attached proposal fee estimate is an estimate for the proposed services. Additional effort will only be provided as authorized by the Port through a contract amendment.

Mr. Matt Klontz, P.E.  
Port of Port Townsend  
7 January 2025  
Page 5

**Schedule**

Kennedy Jenks is available to start the project upon written authorization to proceed. It is our understanding that material submittal reviews will begin immediately, and construction will commence in April 2025 with an anticipated 6-month construction period.

**Basis of Compensation**

We propose compensation for consulting services be reimbursed on a time and expense basis, in accordance with the attached proposal fee based on the hourly rates provided with this proposal. On the basis of the proposed scope of services, we estimate a budget of \$151,299 which shall not be exceeded without the Port’s prior authorization. It is acknowledged that the individual task budget breakdowns are an estimate and may be transferred among each work element depending on specific interim work needs, but the total project budget will not be exceeded without the Port’s authorization.

**Authorization**

We assume that this work will be performed under a mutually agreeable professional services agreement.

We appreciate the opportunity to prepare this proposal for you. Please call Samantha Karpa at (253) 835-6402 or Ross Dunning at (253) 835-6449 if you have any questions or require additional information. If this proposal meets with your approval, please sign where noted below and return a copy to our office to serve as our authorization.

Thank you for considering us for this work. We look forward to working with you.

Very truly yours,

KENNEDY/JENKS CONSULTANTS, INC.



Samantha Karpa, P.E.  
Project Manager



Ross Dunning, P.E.  
Principal

**AUTHORIZATION:**

PORT OF PORT TOWNSEND

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

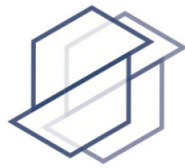


Mr. Matt Klontz, P.E.  
Port of Port Townsend  
7 January 2025  
Page 6

Enclosures

cc:

AESI Proposal  
FACET NW Proposal  
Proposal Fee Estimate  
Schedule of Charges



December 27, 2024  
Project No. 20240057E002

Kennedy/Jenks Consultants, Inc.  
32001 32<sup>nd</sup> Avenue South, Suite 300  
Federal Way, Washington 98001

Attention: Samantha Karpa, P.E.

Subject: Proposal for Geotechnical Support Services During Construction  
Boat Haven Marina Stormwater Improvements  
Port of Port Townsend  
Port Townsend, Washington

Dear Samantha Karpa:

Associated Earth Sciences, Inc. (AESI) is pleased to submit this scope of work and cost estimate for providing geotechnical support services during construction of the above-referenced project. AESI recently completed a geotechnical report for this project, titled "Boat Haven Marina Stormwater Improvements, Port of Port Townsend, Washington," dated May 17, 2024.

## **SITE AND PROJECT DESCRIPTION**

The project site is located at the southwest corner of the Boat Haven Marina at the Port of Port Townsend, Washington. The site is relatively flat to gently sloping toward the bay and is generally surfaced with gravel that supports vehicle and boat trailer parking and a few ancillary buildings. The project consists of stormwater improvements that will include the addition of three chitosan pre-treatment/detention tanks, a coarse pre-filter tank, biofiltration treatment tank, polishing filter tank, lift station, associated underground pipe connections and utilities, and new pavements. We understand that all stormwater structures will be constructed of cast-in-place or pre-cast concrete and founded partially below-grade by 5 to 6 feet. The various tanks will generally be located within the grass area along the southern edge of the gravel lot, spanning a total distance of roughly 450 feet.

**SCOPE OF SERVICES**

Per our discussions with Kennedy/Jenks, we understand that the Port and design team have requested geotechnical support services during construction, primarily consisting of (i) contractor submittal reviews, (ii) foundation subgrade observations for the various stormwater structures, and (iii) miscellaneous geotechnical consultation as needed. We assume that a local testing firm will provide day-to-day/on-call compaction testing for utility trench backfill, structural fill, etc.

We understand the project team anticipates that construction will start in May 2025 and completed in September 2025. Kennedy/Jenks estimates that 5 site visits may be needed to observe foundation subgrades for the various stormwater structures. AESI will observe/document foundation construction methods and verify that the foundation subgrades were prepared in accordance with our recommendations and project specifications.

**ESTIMATED COSTS**

Our cost estimate for the proposed scope of services is outlined in Table 1 below.

**Table 1**  
**Estimated Costs for Geotechnical Support Services During Construction**

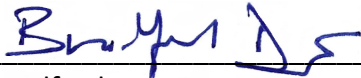
Task	Cost
Contractor submittal reviews	\$2,500
Foundation subgrade observations (1 site visit by engineer, 4 visits by senior field technician, 8 hrs/visit including travel plus engineer review/field report administration)	\$10,500
Miscellaneous geotechnical consultation	\$2,000
<b>Total</b>	<b>\$15,000</b>

All of our work will be performed in accordance with our current Schedule of Charges (attached). It should be noted that our construction-phase costs are largely controlled by the construction schedule. The actual number and duration of our site visits will depend on many factors, such as weather, subsurface conditions, and contractor productivity, all of which are beyond our control. No work would be performed beyond our approved budget without prior authorization. We will notify you if we see that our costs are expected to exceed the approved budget as construction progresses.

**CLOSURE**

We appreciate the opportunity to submit this proposal and hope that it meets your needs. If this agreement meets with your approval, please send us a subconsultant agreement with this proposal attached for reference to our Kirkland office address (AESI, 911 5<sup>th</sup> Avenue, Kirkland, Washington 98033) to serve as formal authorization to proceed. If you should have any questions, please do not hesitate to call.

Sincerely,  
**ASSOCIATED EARTH SCIENCES, INC.**  
Kirkland, Washington



---

G. Bradford Drew, P.E.  
Associate Engineer



---

Kurt D. Merriman, P.E.  
Senior Principal Engineer

Attachments: Schedule of Charges

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AESI offers paperless invoicing as an emailed PDF document to your accounts payable department/representative. By providing an email address, you will receive emailed PDF versions of your invoices (no copies will be mailed).

Please provide the appropriate email billing address here:

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January 2, 2025

Kennedy Jenks  
 32001 32<sup>nd</sup> Avenue South, Suite 300  
 Federal Way, WA 98001  
 Attn: Samantha Karpa, PE

## Proposal for Marine and Environmental Consulting Services

Facet Number: 2403.0414.00

Dear Samantha,

Facet is pleased to submit a proposal for the Port of Port Townsend Biofiltration System Construction Support. We have gained a good understanding of the project during the preliminary engineering and design phases. In this proposal, we have summarized the project understanding, Facet's scope of work, deliverables, assumptions, schedule, and fees.

### Project Understanding

The Port's goal was to complete the design engineering for the biofiltration system concrete vault and tank foundation by September/October 2024. The site was originally a 23-acre waterfront site used as a dry dock work area for boats.

The purpose of this scope of work is to provide engineering support during construction.

### Scope of Work

The attached fee estimate (Attachment 1) summarizes budgets for the following tasks:

#### Task 1 – Submittal Review

Facet provides a review of project submittals. This effort generally includes:

1. Submittals (assume 8)

#### Task 2 – Construction Support Phase

Facet provides a review of requests for information and change orders. This effort generally includes:

1. RFI's and Change Orders (assume 10)

#### Task 3 – Final Walkthrough

Facet will perform a final walkthrough of the structure after the construction is complete ensuring design objectives are met.

### Deliverables

Facet will submit the following Deliverables:

DESCRIPTION	DESCRIPTION/SIZE/FORMAT
Submittal reviews (8)	PDF, color, 8 ½"x11"
RFI responses (10)	PDF, color, 8 ½"x11"

Port of Port Townsend Biofiltration System  
 January 2, 2025

Scope Exclusions/Assumptions

The following assumptions apply to this proposal:

1. Contractor submittals will be limited to 8 reviews by Facet
2. Contractor RFI's will be limited to 10 for lead by Facet.
3. One final walkthrough site visit is included in this scope.
4. No construction meetings or as-built drawings are included in this scope of work

Schedule

Facet will be available immediately following authorization to proceed. Facet will follow KJ's direction and ultimately conform to the KJ project schedule which supersedes the Facet schedule. Shifting deliverables dates around within the overall length of the project will not be considered outside the bounds of this scope. Schedule delays that we are asked to accommodate of more than one month will be considered outside the bounds of this scope. Delays will likely lead to more management and communication effort that will need to be rescoped. A draft project schedule is below:

Broad schedule:

- Construction Complete September 2025

Payment

The cost of the services described below shall be on an hourly service basis. A further breakdown of costs is provided in Attachment I – Fee Estimate.

- |    |                         |         |
|----|-------------------------|---------|
| 1. | Submittal Review.....   | \$5,851 |
| 2. | RFI's and CO's.....     | \$2,251 |
| 3. | Final Walkthrough ..... | \$1,372 |

Estimated Expenses..... \$300

Total Fee.....\$9,774

Hourly Rate Schedule attached for reference.

Conclusion

We're very excited to be working this project with the Port of Port Townsend and KJ. We appreciate the opportunity and look forward to working with you towards the successful completion of the project. Please do not hesitate to contact us if you have any questions.

Sincerely,

Steve Robert, PE  
 Principal of Marine and Environmental

Port of Port Townsend Biofiltration System  
January 2, 2025

Authorization to proceed:

---

Signature

---

Name/ Title Date

Client Billing Address (Email Required):

---

Email Address – Facet requires this information

---

Address

---

City State ZIP

Attachments:    Attachment 1 – Fee Estimate  
                         Attachment 2 – 2025 Hourly Rate

**Facet**  
**PROFESSIONAL ENGINEERING SERVICES ESTIMATE**

**Project:** Port of Port Townsend Biofiltration System  
**Client:** Kennedy Jenks  
**DCG PM:** Steve Robert, PE

**Construction Support**

**FACET LABOR CATEGORIES**

Task No.	Task Description	Principal Eng III	Engineer IV	Ecologist III	Engineer II	Engineer I	Total Hours	Sub total
1	Submittal Review							
	Submittals Assume (8)	1	4		32	0	37	\$5,851
2	RFI's and CO's							
	RFI's and Change orders assume (10)	1	4		8	0	13	\$2,251
2	Final Walkthrough							
	Walkthrough		7		0	0	7	\$1,372

TOTAL ESTIMATED HOURS BY LABOR CATEGORY      2      15      0      40      0      37

HOURLY RATE      \$267.00      \$196.00      \$145.00      \$150.00      \$121.00

TOTAL ESTIMATED CHARGES BY LABOR CATEGORY      \$534      \$2,940      \$0      \$6,000      \$0      \$9,474

**Subtotal:**      **\$9,474**      0.14%

Facet Expenses:      \$300

**TOTAL ESTIMATED MAXIMUM FEES:**      **\$9,774**





**Facet**  
**2025 Marine Hourly Billing Rates**  
 Effective: 1/1/2025

<b>Position</b>	<b>Rate</b>
Principal	\$267
Engineer V	\$234
Engineer IV	\$196
Engineer III	\$186
Engineer II	\$150
Engineer I	\$121
Ecologist V	\$194
Ecologist IV	\$175
Ecologist III	\$145
Ecologist II	\$141
Planner I	\$129
Project/Contract Administrator	\$143

**EXHIBIT "B"**  
**FEE SCHEDULE**

Fees and expenses will be charged to the Port by the Consultant for the Scope of Services as set forth on the attached page.

**Proposal Fee Estimate**

CLIENT Name: Port of Port Townsend  
 PROJECT Description: Boat Haven Stormwater System Improvements - Phase 3  
 Proposal/Job Number: 2297020\*02 Date: 1/7/2025

January 1, 2024 Rates	Eng-Sci9	Eng-Sci8	Eng-Sci7	Eng-Sci6	Eng-Sci5	Eng-Sci4	Eng-Sci3	Eng-Sci2	Eng-Sci1	CAD-Design	CAD-Tech	Project Assistant	Admin. Assist.	Total	KJ Labor	Sub FACET	Sub AESI	KJ Sub-Markup	KJ ODCs	KJ ODCs Markup	Total Labor	Total Subs	Total Expenses	Total Labor + Subs + Expenses
Classification:	\$285	\$265	\$245	\$225	\$214	\$193	\$172	\$153	\$136	\$170	\$130	\$135	\$105	Hours	Fees	Fees	Fees	10%	Fees	10%	Total Labor	Total Subs	Total Expenses	Total Labor + Subs + Expenses
<b>Task 1 - Project Management and Meetings</b>																								
1.1 Project Management																								
Project Setup/Subcontracting					12							8		20	\$3,648						\$3,648			\$3,648
PM Communications/Coordination					32									32	\$6,848						\$6,848			\$6,848
Project Controls/Documentation					10			16						26	\$4,588						\$4,588			\$4,588
Invoicing					12							12		24	\$4,188						\$4,188			\$4,188
Health and Safety					2			6						8	\$1,346						\$1,346			\$1,346
1.2 Construction Meetings		6			12									18	\$4,158						\$4,158			\$4,158
<b>Task 1 - Subtotal</b>	0	6	0	0	80	0	0	22	0	0	0	20	0	128	\$24,776	\$0	\$0	\$0	\$0	\$0	\$24,776	\$0	\$0	\$24,776
<b>Task 2 - Construction Support</b>																								
2.1 - Site Visits		16			48	16	16							96	\$20,352	\$1,672	\$10,500	\$1,217	\$900	\$90	\$20,352	\$13,389	\$990	\$34,731
2.2 - Submittals					40		80	60						180	\$31,500	\$5,851	\$2,500	\$835			\$31,500	\$9,186		\$40,686
2.3 - Request for Information (RFIs) and Change Orders		6			24		30							60	\$11,886	\$2,251	\$2,000	\$425			\$11,886	\$4,676		\$16,562
2.4 - Project Closeout Punch List		4			10	6	8							28	\$5,734				\$300	\$30	\$5,734		\$330	\$6,064
2.5 - Start-up Support					8	16								24	\$4,800						\$4,800			\$4,800
2.6 - As-Built Drawings					16			20		40				76	\$13,284						\$13,284			\$13,284
2.7 - Operations and Maintenance Manual		4			12		18	24						58	\$10,396						\$10,396			\$10,396
<b>Task 2 - Subtotal</b>	0	30	0	0	158	38	152	104	0	40	0	0	0	522	\$97,952	\$9,774	\$15,000	\$2,477	\$1,200	\$120	\$97,952	\$27,251	\$1,320	\$126,523
<b>All Phases Total</b>	0	36	0	0	238	38	152	126	0	40	0	20	0	650	\$122,728	\$9,774	\$15,000	\$2,478	\$1,200	\$120	\$122,728	\$27,251	\$1,320	\$151,299



**Client/Address:** Port of Port Townsend  
2701 Jefferson Street  
Port Townsend, Washington

**Contract/Proposal Date:** January 7, 2025

## Schedule of Rates

**Date:** January 7, 2025

### PERSONNEL COMPENSATION

Classification	Hourly Rate
Engineer-Scientist-Specialist 1.....	\$136
Engineer-Scientist-Specialist 2.....	\$153
Engineer-Scientist-Specialist 3.....	\$172
Engineer-Scientist-Specialist 4.....	\$193
Engineer-Scientist-Specialist 5.....	\$214
Engineer-Scientist-Specialist 6.....	\$225
Engineer-Scientist-Specialist 7.....	\$245
Engineer-Scientist-Specialist 8.....	\$265
Engineer-Scientist-Specialist 9.....	\$285
CAD-Technician .....	\$130
Senior CAD-Technician .....	\$145
CAD-Designer .....	\$170
Senior CAD-Designer .....	\$180
Project Administrator .....	\$135
Administrative Assistant.....	\$105

### Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Project specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2025 through December 31, 2025. After December 31, 2025, invoices will reflect the Schedule of Charges currently in effect.

**EXHIBIT "C"**  
**Federal Contracting Provisions**

1.01 ORDER OF PREFERENCE. This Project is funded, in part, with Federal and State of Washington grant funds. The following provisions apply. To the extent any of the terms or conditions of this Part VI conflict with any other Contract Document, the provision of this Part VI shall control.

1.02 EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the Contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

1.03 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. The Contractor shall comply with 40 U.S.C. parts 3701-3708 – The Contract Work Hours and Safety Standards Act. Compliance with this act includes, but is not necessarily limited to, the following.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The DOI or the State of Washington or the Port shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Contracts and Subcontracts. The Contractor and all of its subcontractors shall include this Section 1.03 in any lower tier subcontracts. The Contractor shall be responsible to the Port for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Section 1.03.

(5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications,

hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Port, Department of the Interior, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

1.04 PER EXECUTIVE ORDER 14005, ENTITLED “ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA’S WORKERS” the Contractor shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials and services from sources that will help American businesses compete in strategic industries and help America’s workers thrive.

1.05 BUILD AMERICA, BUY AMERICA REQUIREMENTS. The Contractor shall comply with all provisions of Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022 including, but not necessarily limited to, the following: (i) All iron and steel used in the project shall be produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (ii) all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (iii) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

(1) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project. For further information on the Buy America preference, please visit <https://www.doi.gov/grants/BuyAmerica>. Additional information can also be found at the White House Made in America Office website: <https://www.whitehouse.gov/omb/management/made-in-america>

(2) When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies: (i) Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality or (ii) Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

(3) There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: <https://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>. If the specific non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the Contractor is not required to request a separate waiver for non-domestic materials.

(4) If a general applicability waiver does not already apply, and the Contractor believes that one of the circumstances in subsection (2) applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the Port in writing. Upon request, the Port will notify the Contractor of all information required to be submitted. The Port will pass the waiver request through to the appropriate agency, and the Contractor shall be bound by that agency's ruling on any such waiver request.

(5) For purposes of this Section 1.05 only, the following definitions apply:

(i) "Construction materials" includes an article, material, or supply that is or consists primarily of: (a) non-ferrous metals; (b) plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); (c) glass (including optic glass); (d) lumber; or (e) drywall. "Construction Materials" does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

(ii) "Domestic content procurement preference" means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

(iii) "Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

(iv) "Project" means the construction, alteration, maintenance, or repair of infrastructure in the United States.

1.06 CLEAN AIR ACT/FEDERAL WATER POLLUTION ACT. Contractor shall comply with all applicable standards, orders, and/or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.

1.07 COPELAND ANTI-KICKBACK ACT. Contractor shall comply with 18 USC §874, the Copeland "Anti-Kickback" Act, as supplemented by Department Labor regulations (29 CFR part 3), which are incorporated herein by reference.

1.08 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352). The Contractor shall comply with the Byrd Anti-Lobbying Amendment codified at 31 U.S.C. 1352. The Contractor, by signing its Bid, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract. The Contractor shall include this certification in all subcontracts or supply contracts exceeding \$100,000 in value.



1.09 SOLID WASTE DISPOSAL ACT. The Contractor shall comply with Section 6002 the Solid Waste Disposal Act (42 U.S.C. 6901-6992k) as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6901 et. seq.), including 40 CFR part 247.

1.10 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Contractor shall comply with 2 CFR 200.216, which is incorporated herein by reference.

1.11 CONTRACTING WITH SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. Contractor shall comply with 2 CFR 200.321, which is incorporated herein by reference.

INDUSTRIAL DEVELOPMENT CORPORATION OF  
THE PORT OF PORT TOWNSEND

Port Commission Building | 355 Hudson Street | Port Townsend, WA 98368

January 22, 2025

5:30 PM

Special Meeting Agenda

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- I. Call to Order
- II. Election of Officers for 2025
- III. Approval of Minutes – January 10, 2024
- IV. Business
  - a. Review of IDC Financial Statement for 2024
  - b. Joint Resolution 2025-1-IDC Amending Article IV of the IDC's Bylaws Concerning Regular Meetings
- V. Next Meeting – called as needed
- VI. Adjournment

**INDUSTRIAL DEVELOPMENT CORPORATION OF  
THE PORT OF PORT TOWNSEND**

**MEETING OF:**           **January 22, 2025**

**AGENDA ITEM:**       **Annual Election of Year 2025 Officers**

**BACKGROUND:**

**2024 IDC Officers:**

President:	Carol Hasse
Vice-President:	Pamela A. Petranek
Secretary:	Pete W. Hanke
Treasurer/Auditor (CFO of the Port)	Connie Anderson

**RECOMMENDATION:**

Elect Officers for the year 2025.

**MINUTES OF THE  
INDUSTRIAL DEVELOPMENT CORPORATION OF  
THE PORT OF PORT TOWNSEND  
Wednesday – January 10, 2024**

The meeting of the Industrial Development Corporation of the Port of Port Townsend was at the Point Hudson Pavilion Building, 355 Hudson Street, Port Townsend, WA.

Present: Commissioner Pete Hanke  
Commissioner Carol Hasse  
Commissioner Pam Petranek  
Executive Director Eron Berg  
Auditor Abigail Berg  
Deputy Director Eric Toews  
Port Engineer Matt Klontz  
Recorder Joanna Sanders  
Attorney Seth Woolson

I. CALL TO ORDER

Commissioner Hasse called the meeting to order at 1:58 p.m.

II. ELECTION OF OFFICERS:

**Commissioner Hanke moved to approve the same slate of officers for the 2024 IDC as follows:**

Commissioner Hasse: President  
Commissioner Petranek: Vice President  
Commissioner Hanke: Secretary

**Motion carried by Unanimous vote.**

III. APPROVAL OF MINUTES – January 11, 2023:

**Commissioner Hanke moved for approval of the January 11, 2023, IDC meeting minutes as presented. Motion carried by unanimous vote.**

IV. NEW BUSINESS:

Review of 2023 Financial Report. There was a question about how funds might be invested.

Commissioner Hanke moved to approve the 2023 Financial Report

V. NEXT MEETING:

The next scheduled meeting of the IDC will be on January 8, 2024, unless otherwise scheduled.

VI. ADJOURNMENT:

There being no further business to come before the Directors, the meeting was adjourned at 2:02 p.m.

---

Carol Hasse, President

Date

---

Peter W. Hanke, Secretary

Date

---

Pamela A. Petranek, Vice President

Date

Port of Port Townsend  
IDC Financial Report  
fiscal year ending December 31, 2024

Beginning Cash		\$ 5,025.21
Interest Revenues	\$ 100.74	
Expenditures	<u>\$ -</u>	
Net Increase in Cash & Investments		<u>\$ 100.74</u>
Ending Cash & Investments		<u><u>\$ 5,125.95</u></u>

# Industrial Development Corporation of The Port of Port Townsend

## NOTES TO FINANCIAL STATEMENTS For the year ended December 31, 2024

### ACCOUNTING POLICIES

The Industrial Development Corporation of the Port of Port Townsend is a public nonprofit corporation created by the Port of Port Townsend through enabling legislation of the State of Washington RCW 39.84. The corporation is governed by a 3-member board of directors who also serve as Commissioners of the Port of Port Townsend.

The corporation's purpose is to facilitate industrial development through the use of tax-exempt non-recourse revenue bonds within the corporate boundaries of the Port. The corporation may construct and maintain industrial facilities, which it leases or sells to industrial users. Revenue bonds issued by the corporation are payable from revenues derived as a result of the industrial development facilities funded by the revenue bonds. The bonds are not a liability or contingent liability of the Port or a lien on any of its properties or revenues other than those industrial facilities for which they are issued.

During 1988, \$8,200,000 of revenue refunding bonds were issued to refund all previous issues of revenue bonds of Port Townsend Paper Corporation. The original bond issues were used to finance the acquisition, construction, equipping and installation of paper processing equipment and hydroelectric generating and pollution control facilities by Port Townsend Paper Corporation. There have been no other bonds issued since that project.

The Industrial Development Corporation of the Port of Port Townsend reports on a cash basis.

# PORT OF PORT TOWNSEND

## INFORMATIONAL MEMO

**DATE:** January 17, 2025  
**TO:** Port Commission & Industrial Development Corporation Board  
**FROM:** Eric Toews, Deputy Director  
**SUBJECT:** Industrial Development Corporation (IDC) Bylaws Amendment – Regular Meetings

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**ISSUE:** Should the IDC Board and Port Commission adopt the attached Joint Resolution, IDC Resolution 2025-1-IDC, and Port Commission Resolution 837-25 to conform to current practice regarding the number, timing and location of regular IDC meetings to be held each year?

**BACKGROUND & DISCUSSION:** The “Industrial Development Corporation of the Port of Port Townsend, Washington”, was created by way of Port Resolution 5-82 on May 3, 1982. The IDC’s Bylaws, establishing the rules governing the conduct of the IDC Board, were adopted on the same date.

Article IV, “Meetings of Directors”, Section A, “Regular Annual Meetings”, of the Bylaws as currently adopted requires that a regular meeting of the IDC board be held on the third Monday of each month of the year, preceding the regular meeting of the Port Commission. The same section of the Bylaws indicates that the IDC Board’s January meeting also constitutes its “annual meeting” when the Board elects its officers.

The Bylaws as written do not conform to recent (or long distant) practice by the IDC Board, and should be amended to faithfully reflect the frequency, timing and location of regular meetings. The object is to modify the Bylaws to reflect that the IDC Board will conduct one regular meeting sometime during the month of January each year, prior to a regular meeting of the Port Commission, at the same location established for Port Commission meetings. Under Section B of Article IV, other meetings throughout the year, if necessary, would be called as special meetings. The regular January meeting of the IDC Board would be for the purpose of electing officers, approving minutes, and for the annual financial reporting.

Staff have prepared a “Joint Resolution” of the IDC Board and the Port Commission accomplish this end. Article VIII of the Bylaws indicates that the IDC Board of Directors can amend its Bylaws by a vote of two-thirds of the Directors then in office. The same provision also requires that the Port Commission “approve” any amendment to the IDC Bylaws. For this reason, a Joint Resolution is proposed.

**RECOMMENDATIONS:**

1. For the IDC Board Meeting: *“Move to adopt Resolution 2025-1-IDC as presented, amending Article IV, Section A of the IDC Bylaws concerning the frequency, timing, and location of regular Board meetings”*; and



2. For the Port Commission Meeting: *“Move to adopt Port Resolution 837-25 as presented, approving the amendment to Article IV, Section A of the IDC Bylaws concerning the frequency, timing, and location of regular IDC Board meetings”*.

**ATTACHMENTS:**

1. Joint Resolution 2025-1-IDC (Industrial Development Corporation) and 837-25 (Port Commission); and
2. Bylaws of the Industrial Development Corporation of the Port of Port Townsend, Washington, as adopted on May 3, 1982.

**PORT OF PORT TOWNSEND INDUSTRIAL DEVELOPMENT CORPORATION  
RESOLUTION NO. 2025-1-IDC; and  
PORT OF PORT TOWNSEND RESOLUTION NO. 837-25**

**A Joint Resolution of Board of Directors of the Industrial Development Corporation (IDC)  
of the Port of Port Townsend, Washington, and the Port Commission of the Port of Port  
Townsend Amending Article IV of the IDC's Bylaws Concerning Regular Meetings**

**WHEREAS**, the Industrial Development Corporation of the Port of Port Townsend, is a public corporation organized pursuant to Chapter 39.84 RCW, and Resolution No. 5-82 of the Port of Port Townsend; and

**WHEREAS**, on May 3, 1982, the Board of Directors of the Industrial Development Corporation of the Port of Port Townsend, Washington, adopted Bylaws setting forth the rules of conduct for the corporation's business and affairs; and

**WHEREAS**, Article VIII of the Bylaws allows for the alteration, amendment or repeal of the Bylaws by the affirmative vote of two-thirds of the directors then in office at any regular or special meeting, provided the notice of such meeting contains a copy of the proposed alteration; and provided further any amendment to the Bylaws is also approved by the Board of Commissioners of the Port of Port Townsend; and

**WHEREAS**, consistent with Article VIII of the IDC's Bylaws, the notice for the January 15, 2025 meeting of the IDC and the Port Commission contained a copy of the proposed alteration to Article IV of the Bylaws Concerning Regular Annual Meetings,

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Industrial Development Corporation of the Port of Port Townsend, Washington, and the Port Commission of the Port of Port Townsend, that Article IV, "Meetings of Directors," Section A, "Regular Annual Meetings" of the Bylaws of the Board of Directors of the Industrial Development Corporation of the Port of Port Townsend, Washington, shall be repealed in its entirety and replaced as set forth below:

~~Section A. Regular Annual Meetings. A regular meeting of the directors shall be held on the 3<sup>rd</sup> Monday of each month, beginning with the month of May, 1982, at the registered office of the Corporation, immediately preceding the regular monthly meeting of the Port Commission of the Port of Port Townsend, for the purpose of transacting such business as may come before the meeting. At its regular annual meeting in January of each year, the Board shall constitute itself and elect officers.~~

Section A. Regular Meetings. A meeting of the Board of Directors shall be held once each year during the month of January for the purpose of electing officers and transacting such other business as may be set forth in the notice of meeting. Said meeting shall immediately precede a regular monthly meeting of the Board of Commissioners of the Port of Port Townsend and shall be held at the Commission's regular meeting place.

**ADOPTED** by the Board of Directors of the Industrial Development Corporation of the

Port of Port Townsend this 22<sup>nd</sup> day of January 2025, AND BY the Port Commission of the Port of Port Townsend in open session at its regular meeting on the 22<sup>nd</sup> day of January 2025, and duly authenticated by the signatures of the Board and Commission and the seal of the Commission affixed hereto:

**RESOLUTION NO. 2025-1-IDC**

**A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT CORPORATION OF THE PORT OF PORT TOWNSEND, WASHINGTON**

**ATTEST:**

\_\_\_\_\_  
President, Board of Directors

\_\_\_\_\_  
Vice President, Board of Directors

\_\_\_\_\_  
Secretary, Board of Directors

APPROVED AS TO FORM:

\_\_\_\_\_  
Port Attorney

**RESOLUTION NO. 837-25**

**A RESOLUTION OF THE COMMISSION OF THE PORT OF PORT TOWNSEND**

**ATTEST:**

\_\_\_\_\_  
Carol L. Hasse, President

\_\_\_\_\_  
Pamela A. Petranek, Vice President

\_\_\_\_\_  
Peter W. Hanke, Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Port Attorney

BYLAWS OF  
THE INDUSTRIAL DEVELOPMENT  
CORPORATION OF THE PORT OF PORT TOWNSEND, WASHINGTON

ARTICLE I

PUBLIC CORPORATION

The Industrial Development Corporation of the Port of Port Townsend, Washington (The Corporation) is a public corporation created pursuant to Chapter 300, Laws of Washington, 1981 (regular session) and Resolution No. 5-82 of the Port of Port Townsend, Washington, adopted May 3, 1982. These Bylaws are subject to any limitations contained therein or in the Charter issued to this Corporation by the Port of Port Townsend, Washington. All authority that would otherwise be reposed in stockholders or members shall be exercised by the Board of Directors of the Corporation except as otherwise provided.

ARTICLE II

RIGHTS AND LIABILITIES OF DIRECTORS

Section A. Interest of Directors. No director of the Corporation shall have any right, title or interest in or to any income, property or assets of the Corporation either prior to or at the time of any liquidation or dissolution of the Corporation; all such properties and assets shall at the time of any liquidation or dissolution be transferred to the Port of Port Townsend, Washington, as provided in the Charter of the Corporation.

Section B. Nonliability of Directors for Debts. The private property of the directors shall be exempt from execution or other liability from any debts of the Corporation and no director shall be liable or responsible for any debts or liabilities of the Corporation.

ARTICLE III

DIRECTORS

Section A. General Powers. The business and affairs of the Corporation shall be managed by a board of not less than three directors who shall exercise all of the powers of the Corporation.

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Section B. Appointment, Approval and Tenure of Office. The initial directors, designated and appointed by the Charter of the Corporation shall be the currently constituted Board of Commissioners of the Port of Port Townsend, Washington. Their names and respective terms of office shall be set opposite their names below:

Robert E. Porter  
Stacey E. Thompson  
Herbert F. Beck

The terms of office of the directors initially appointed shall commence on the date of the initial meeting of directors, and each such director shall serve until that person's term of office as a member of the Board of Commissioners of the Port of Port Townsend shall expire, or until such director shall otherwise resign in favor of a successor to such office.

Upon the expiration of the respective terms of each of the directors initially appointed, the term of each subsequent director shall be the term of office of that person as a commissioner of the Board of Commissioners of the Port of Port Townsend, Washington.

Section C. Additions and Reductions in the Number of Directors. The Board of Directors shall always be so constituted that a majority of the Board shall be composed of members of the Port Commission of the Port of Port Townsend, Washington. Having this in mind, if a resolution of the Port of Port Townsend, Washington so authorizes, the Board of Directors may increase the number of Directors to not more than five (5) and may fill two (2) vacancies from other than the Board of Commissioners of the Port of Port Townsend, Washington.

The Board of Directors may also reduce the number of Directors to not less than two (2) who must in such event be members of the Board of Commissioners of the Port of Port Townsend, Washington. No such reduction shall have the effect of shortening the time of any incumbent director.

Any action taken to increase, or reduce, the number of Directors or to fill any vacancy created by an increase or to make any subsequent appointment of Directors shall be by majority vote of the then members of the Board of Directors.

Directors appointed to fill vacancies created by an increase in the number of the Board shall have initial terms as follows:

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If one vacancy is created, the director appointed to fill that vacancy shall have an initial term of one year.

If two vacancies are created, one director appointed to fill a vacancy shall have a term of one year and the other shall have an initial term of two years.

The initial terms of office of the directors appointed to fill vacancies created by an increase in the number of the Board shall commence on the date of each appointment and each such director shall serve until the annual meeting held in the year in which his term expires or until his successor shall have been appointed and approved.

Upon the expiration of the respective initial terms of each of the directors appointed to fill vacancies created by an increase in the number of the Board, the term of each director subsequently appointed shall be five (5) years or until his successor shall have been appointed and approved.

Section D. Vacancies. A vacancy in the Board of Directors occurring by reason of death or resignation shall be filled by election by a majority of the remaining members of the Board of Directors for the unexpired portion of the term or, if there be only one surviving member, by that member. Until the Port of Port Townsend, Washington, by resolution so authorizes otherwise, any such vacancy created by death or resignation of a member of the Board of Commissioners of the Port of Port Townsend, Washington, must be filled by a person who is appointed to or elected to such Board of Commissioners.

Section E. Compensation. Directors and officers shall be entitled to out-of-pocket costs and compensation for their services for projects carried out by the Corporation, but only from fees and charges related to such projects. The Port of Port Townsend, Washington, shall not pay any compensation or out-of-pocket costs to the Directors for such services.

#### ARTICLE IV

##### MEETINGS OF DIRECTORS

Section A. Regular Annual Meetings. A regular meeting of the directors shall be held on the 3rd Monday of each month, beginning with the month of May, 1982, at the registered office of the Corporation, immediately preceeding the regular monthly meeting of the Port Commission of the Port of Port Townsend, for

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the purpose of transacting such business as may come before the meeting. At its regular annual meeting in January of each year, the Board shall constitute itself and elect officers.

Section B. Special Meetings. Special meetings of the Board of Directors may be called by the President or by a Director, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as herinafter provided. The President or the director calling the meeting shall fix the time and place for the holding of the meeting.

Section C. Notice of Directors' Meetings. Written notice of the time, place and purpose of any special meeting of the Board of Directors shall be delivered to each director not less than twenty-four hours previous thereto, either personally or by mail, by or at the direction of the Secretary, by the President or by the director calling the meeting. If mailed, such notice shall be deemed to be delivered one day after it is deposited in the United States mail addressed to the director at his address as it appears on the records of the Corporation, with postage thereon prepaid.

Section D. Quorum. A majority of the then members of the Board of Directors shall constitute a quorum, provided that if less than such majority of the directors is present at said meeting, a majority of the directors present may adjourn the meeting from time to time; and provided, further, that the Secretary shall notify any absent directors of the time and place of such adjourned meeting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section E. Consent by Directors. Any action to be taken at a meeting of directors may be taken without a meeting if a consent in writing, setting forth the action taken, is signed by all directors, and a public meeting is not required by law.

## ARTICLE V

### OFFICERS

Section A. Number and Qualifications. The officers of the Corporation shall be a President, a Vice President, a Secretary, a Treasurer and such other officers as may be determined by the Board of Directors from time to time to perform such duties as may be designated by the Board of Directors.

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Section B. Election and Term of Office. The officers shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers is not to be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been elected. The vacancy in any office shall be filled by the Board of Directors for the unexpired portion of the term.

Section C. President. The President:

1. Shall be the principal executive officer of the Corporation and, unless otherwise determined by the members of the Board of Directors, shall preside at all meetings of the Board of Directors.
2. May sign any deeds, mortgages, deeds of trust, notes, bonds, contracts or other instruments authorized by the Board of Directors to be executed, except in cases in which the signing and execution thereof shall be expressly delegated by the Board of Directors or by the Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and
3. Shall in general perform all duties incident to the office of the President and such other duties as may be prescribed by the Board of Directors from time to time.

Section D. Vice President. In the absence of the President or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all of the restrictions upon the President. The Vice President shall also perform such other duties as from time to time may be assigned to him by the Board of Directors.

Section E. Secretary. The Secretary shall:

1. Keep the minutes of the meetings of the Board of Directors in one or more books provided for that purpose.
2. See that all notices are duly given in accordance with these Bylaws or as required by law;



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3. Be custodian of the corporate records and of the seal of the Corporation, and affix the seal of the Corporation to documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws;
4. Keep a register of the names and post office addresses of all directors;
5. Keep general charge of the books of the Corporation;
6. Keep on file at all times a complete copy of the Charter of the Corporation, the Resolution of the Port of Port Townsend, Washington creating the Corporation, and Bylaws of the Corporation containing all amendments thereto (which copy shall always be open to the inspection of any director), and at the expense of the Corporation, forward a copy of the Bylaws and of all amendments thereto to each director; and
7. In general, to perform all duties incident to the office of Secretary, and such other duties as from time to time may be assigned to him by the Board of Directors.

Section F. Treasurer. The Treasurer shall:

1. Have charge and custody of and be responsible for all funds and securities of the Corporation;
2. Be responsible for the receipt of and the issuance of receipts for all moneys due and payable to the Corporation, and for the deposit of all such moneys in the name of the Corporation in such bank or banks as shall be selected by the Board of Directors; and
3. In general, to perform all duties incident to the office of Treasurer, and such other duties as from time to time may be assigned to him by the Board of Directors.

ARTICLE VI

FINANCIAL TRANSACTIONS

Section A. Contracts. Except as otherwise provided in these Bylaws, the Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation, and such authority may be general or confined to specific instances.

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Section B. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of moneys, and all notes, bonds or other evidence of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents, employee or employees of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section C. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks as the Board of Directors may select.

Section D. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of December of each and every year and shall end on the last day of November of the following year.

#### ARTICLE VII

##### MISCELLANEOUS

Section A. Waiver of Notice. Any director may waive in writing any notice of a meeting required to be given by these Bylaws. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting by such director, except in case a director shall attend a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting has not been lawfully called or convened.

Section B. Rules and Regulations. The Board of Directors shall have the power to make and adopt such rules and regulations not inconsistent with law, the Charter of the Corporation or these Bylaws, as it may deem desirable for the management of the business and affairs of the Corporation.

Section C. Accounting System and Reports. The Board of Directors shall cause to be established and maintained, in accordance with generally accepted principles of accounting, an appropriate accounting system.

#### ARTICLE VIII

##### AMENDMENTS

These Bylaws may be altered, amended or repealed by the affirmative vote of two-thirds of the directors then in office, at any regular or special meeting, provided the notice of such meeting shall have

contained a copy of the proposed alteration, amendment or repeal; provided, that any amendment to these Bylaws must be approved by the Board of Commissioners of the Port of Port Townsend, Washington.

ARTICLE IX

INDEMNIFICATION OF DIRECTORS AND OFFICERS

1. As used in this section:

(a) "Director" means any person who is or was a director of the corporation and any person who, while a director of the corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust other enterprise, or employee benefit plan.

(b) "Corporation" includes any domestic or foreign predecessor entity of the corporation in a merger, consolidation, or other transaction in which the predecessor's existence ceased upon consummation of such transaction.

(c) "Expenses" includes attorneys' fees.

(d) "Official capacity" means: (i) when used with respect to a director, the office of directors in the corporation, and (ii) when used with respect to a person other than a director as contemplated in subsection (10) of this section, the elective or appointive office in the corporation held by the officer or the employment or agency relationship undertaken by the employee or agent in behalf of the corporation, but in each case does not include service for any other foreign or domestic corporation or any partnership, joint venture, trust, other enterprise, or employee benefit plan.

(e) "Party" includes a person who was, is, or is threatened to be, made a named defendant or respondent in a proceeding.

(f) "Proceedings" means any threatened, pending, or completed action, suit, or proceeding whether civil, criminal, administrative, or investigative.

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2. The Corporation shall have power to indemnify any person made a party to any proceeding (other than a proceeding referred to in subsection (3) of this section) by reasons of the fact that he is or was a director against judgments, penalties, fines, settlements and reasonable expenses actually incurred by him in connection with such proceeding if:

(a) He conducted himself in good faith, and (i) in the case of conduct in his own official capacity with the corporation, he reasonably believed his conduct to be in the corporation's best interest, or (ii) in all other cases, he reasonably believed his conduct to be at least not opposed to the corporation's best interests; and

(b) In the case of any criminal proceedings, he had no reasonable cause to believe his conduct was unlawful.

The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself be detrimental that the person did not meet the requisite standard of conduct set forth in this subsection.

3. The corporation shall have power to indemnify any person made a party to any proceeding by or in the right of the corporation by reason of the fact that he is or was a director against reasonable expenses actually incurred by him in connection with such proceeding if he conducted himself in good faith, and:

(a) In the case of conduct in his official capacity with the corporation, he reasonably believed his conduct to be in its best interest; or

(b) In all other cases, he reasonably believed his conduct to be at least not opposed to its best interests; provided, that no indemnification shall be made pursuant to this subsection in respect to any proceeding in which such person shall have been adjudged to be liable to the corporation.

4. A director shall not be indemnified under subsection (2) or (3) of this section in respect to any proceeding charging improper personal benefit to him, whether or not involving action in his official capacity, in which he shall have been adjudged to be liable on the basis that personal benefit was improperly received by him.

5. Unless otherwise limited by the articles of incorporation:

(a) A director who has been wholly successful, on the merits or otherwise, in the defense of any proceeding referred to in subsection (2) or (3) of this section shall be indemnified against reasonable expenses incurred by him in connection with the proceeding; and

(b) A court of appropriate jurisdiction, upon application of a director and such notice as the court shall require shall have authority to order indemnification in the following circumstances:

( i) If the court determines a director is entitled to reimbursement under (a) of this subsection, the court shall order indemnification, in which case the director shall be entitled to recover the expenses of securing such reimbursement; or

(ii) If the court determines that the director is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not he has met the standards of conduct set forth in subsection (2) or (3) of this section or had been adjudged liable under subsection (4) of this section, the court may order such indemnification as the court shall deem proper, except that indemnification with respect to any proceeding referred to in subsection (3) of this section and with respect to any proceeding in which liability shall have been adjudged pursuant to subsection (4) of this section shall be limited to expenses.

A court of appropriate jurisdiction may be the same court in which the proceeding involving the director's liability took place.

6. No indemnification under subsection (2) or (3) of this section shall be made by the corporation unless authorized in the specific case after a determination that indemnification of the director is permissible in the circumstances because he has met the standard of conduct set forth in the applicable subsection. Such determination shall be made:

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(a) By the board of directors by a majority vote of a quorum consisting of directors not at the time parties to such proceedings; or

(b) If such a quorum cannot be obtained, then by a majority vote of a committee of the board, duly designated to act in the matter by a majority vote of the full board (in which designated directors who are parties may participate), consisting solely of two or more directors not at the time parties to such proceeding; or

(c) In a written opinion by legal counsel other than an attorney, or a firm having associated with it as attorney, who has been retained by or who has performed services within the past three years for the corporation or any party to be indemnified, selected by the board of directors or a committee thereof by vote as set forth in (a) or (b) of this subsection, or if the requisite quorum of the full board cannot be obtained therefore and such committee cannot be established, by a majority vote of the full board (in which selected directors who are parties may participate).

Authorization of indemnification and determination as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible is made by such legal counsel, authorization of indemnification and determination as to reasonableness of expenses shall be made in a manner specified in (c) of this subsection for the selection of such counsel.

7. Reasonable expenses incurred by a director who is party to a proceeding may be paid or reimbursed by the corporation in advance of the final disposition of such a proceeding:

(a) After a determination, made in the manner specified in subsection (6) of this section, that the information then known to those making the determination (without undertaking further investigation for purposes thereof) does not establish that indemnification would not be permissible under subsection (2) or (3) of this section; and

(b) Upon receipt of the corporation of:

( i) A written affirmation by the director of his good faith belief that he has met the standard of conduct necessary for indemnification by the corporation as authorized in this section; and

(ii) A written undertaking by or on behalf of the director to repay such amount if it shall ultimately be determined that he has not met such standard of conduct.

The undertaking required by (b)(ii) of this subsection shall be an unlimited general obligation of the director but need not be secured and may be accepted without reference to financial ability to make the repayment. Payments under this subsection may be authorized in the manner specified in subsection (6) of this section.

8. No provision for the corporation to indemnify a director who is made a party to a proceeding, whether contained in the charter, the bylaws, a resolution of shareholders or directors, an agreement, or otherwise (except as contemplated by subsection (10) of this section), shall be valid unless consistent with this section, or, to the extent that indemnity hereunder is limited by the charter, consistent therewith. Nothing contained in this section shall limit the corporation's ability to reimburse expenses incurred by a director in connection with his appearance as a witness in a proceeding at a time when he has not been made a named defendant or respondent in the proceeding.

9. Unless otherwise limited by the charter:

(a) An officer of the corporation shall be indemnified as and to the extent provided in subsection (5) of this section for a director and shall be entitled to seek indemnification pursuant to subsection (5) of this section to the same extent as a director;

(b) The corporation shall have the power to provide indemnification including advances of expenses, to an officer, employee, or agent of the corporation to the same extent that it may indemnify directors pursuant to this section except that subsection (11) of this section shall not apply to any person other than a director; and


(c) The corporation, in addition, shall have the power to indemnify an officer who is not a director, as well as employees and agents of the corporation who are not directors, to such further extent, consistent with law, as may be provided by its charter, bylaws, general or specific action of its board of directors, or contract.

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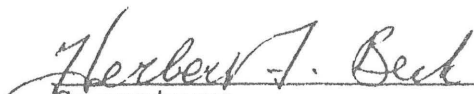
10. The corporation shall have power to purchase and maintain insurance on behalf of any person who is, or was a director, officer, employee, or agent of the corporation or is or was serving at the request of the corporation as an officer, employee or agent of another corporation, partnership, joint venture, trust, other enterprise, or employee benefit plan against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of this section.

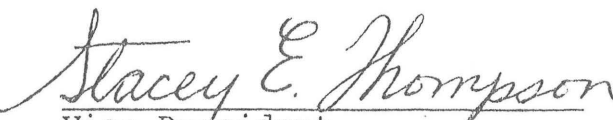
11. Any indemnification of a director in accordance with this section, including any payment or reimbursement of expenses, shall be reported to the directors with the notice of the next meeting or prior thereto in a written report containing a brief description of the proceedings involving the director being indemnified and the nature and extent of such indemnification.

THE FOREGOING BYLAWS WERE ADOPTED BY RESOLUTION OF THE BOARD OF DIRECTORS ON May 3, 1982.

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Vice President



# PORT OF PORT TOWNSEND

## AGENDA COVER SHEET

<b>MEETING DATE</b>	January 22, 2025
<b>AGENDA ITEM</b>	<input type="checkbox"/> Consent <input type="checkbox"/> 1 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input checked="" type="checkbox"/> Regular Business <input type="checkbox"/> Informational
<b>AGENDA TITLE</b>	VIII. A. Joint Resolution 837-25 Amending Article IV of the IDC's Bylaws Concerning Regular Meetings
<b>STAFF LEAD</b>	Eric Toews, Deputy Director
<b>REQUESTED</b>	<input type="checkbox"/> Information <input checked="" type="checkbox"/> Motion/Action <input checked="" type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	<ol style="list-style-type: none"> <li>1. See memo from Industrial Development Corporation materials</li> <li>2. See also Joint Resolution 2025-1-IDC (Industrial Development Corporation) and 837-25 (Port Commission)</li> </ol>

**Recommended Action:**

Move to adopt Port Resolution 837-25 as presented, approving the amendment to Article IV, Section A of the IDC Bylaws concerning the frequency, timing, and location of regular IDC Board meetings”.

# PORT OF PORT TOWNSEND AGENDA COVER SHEET

<b>MEETING DATE</b>	January 22, 2025
<b>AGENDA ITEM</b>	<input type="checkbox"/> Consent <input type="checkbox"/> 1 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input type="checkbox"/> Regular Business <input checked="" type="checkbox"/> Informational
<b>AGENDA TITLE</b>	Informational Items
<b>STAFF LEAD</b>	Eron Berg, Executive Director
<b>REQUESTED</b>	<input checked="" type="checkbox"/> Information <input type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	<ul style="list-style-type: none"> <li>• Contract Update</li> <li>• Commission Meeting Schedule</li> </ul>

## PORT OF PORT TOWNSEND INFORMATIONAL MEMO

**DATE:** January 17, 2025

**TO:** Commissioners

**FROM:** Sue Nelson, Lease & Contracts Administrator

**CC:** Eron Berg, Executive Director

**SUBJECT:** **January 22, 2025, Commission Meeting** – Commission Update: New/Amended Contracts of \$100,000 or less, Approved by Executive Director Eron Berg, per Delegation of Authority Resolution No. 835-25

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Name	Dates	Description	Amount Not to Exceed:
Clark Land Office, PLLC	12/15/2021- <del>12/31/2024</del> 12/15-2021-12/31/2025	Amendment 1 extends term by one year	No change
Windridge Solutions, LLC	2/1/2025-1/31/2026	Website development & maintenance	\$9,000.00
Insight Strategic Partners, LLC	2/5/2024- <del>1/1/2025</del> 2/5/2024-1/1/2026	Amendment 1 extends thru 1/1/26, adds three 1-year options	No change

**Port of Port Townsend  
Upcoming Commission Meetings Calendar 2025 (Tentative Agenda Items)**

<b>Date/Time</b>		<b>Item/Topic</b>	<b>Location</b>	<b>Absent</b>
<b>Thurs. Jan. 30</b>		WPPA Port and Maritime Day	Capital Bldg/ Columbia Rm., Olympia	PH
<b>Wed., Feb. 12 9:30 am</b>	Workshop		Pav	
<b>Wed., Feb. 12 1 pm</b>	Meeting	IDD Report 4 <sup>th</sup> Quarter December 2024 Year to Date Financials Harbormaster Report Contract/Lease Update	Pav	
<b>Mon., Feb. 17</b>		<i>Holiday – Port Offices Closed</i>		
<b>Thurs., Feb. 20 5:00 pm</b>	Meeting	Intergovernmental Collaborative Group	Pav	CH
<b>Wed., Feb 26 5:30 pm</b>	Meeting		Pav	CH
<b>Wed., Mar 12 9:30 am</b>	Workshop	Quarterly Capital Improvement Project	Pav	PH
<b>Wed., Mar 12 1 pm</b>	Meeting	January 2025 Year to Date Financials Harbormaster Report Contract/Lease Update	Pav	PH
<b>Wed., Mar. 26</b>	Meeting	Tentatively Cancelled	Pav.	
<b>Wed/Thurs March 26/27 10am-3pm</b>	Retreat		To be Determined	
<b>Wed., Apr 9 9:30 am</b>	Workshop		Pav	
<b>Wed., Apr 9 1 pm</b>	Meeting	February 2025 Year to Date Financials Harbormaster Report Contract/Lease Update	Pav	
<b>Wed., April 23 5:30 pm</b>	Meeting		Pav	
<b>Wed, May 7 9:30 am</b>	Workshop	Pavilion Bldg., Point Hudson	Pav	
<b>Wed, May 7 1pm</b>	Meeting	March 2025 Year to Date Financials Harbormaster Report	Pav	

**Port of Port Townsend  
Upcoming Commission Meetings Calendar 2025 (Tentative Agenda Items)**

		Contract/Lease Update		
<b>Wed/Fri., May 14-16</b>		WPPA Spring Meeting	Davenport, Spokane, WA	
<b>Thurs., May 15 - 5:00 pm</b>	Meeting	Intergovernmental Collaborative Group (Tentative – to be rescheduled)	Pav	
<b>Mon., May 26</b>		<i>Holiday -Port Offices Closed</i>		
<b>Wed., May 28 5:30 pm</b>	Meeting		Pav	
<b>Fri., July 4</b>		<i>Holiday -Port Offices Closed</i>		
<b>Wed., Jun 11 9:30 am</b>	Workshop		Pav	
<b>Wed., Jun 11 1 pm</b>	Meeting	April 2025 Year to Date Financials Harbormaster Report Contract/Lease Update	Pav	
<b>Thurs., Jun 19</b>		<i>Holiday – Port Offices Closed</i>		
<b>Wed., Jun 25 5:30 pm</b>	Meeting		Pav	
<b>June 25-27</b>		WPPA Finance and Administration Meeting	Marcus Whitman, Walla Walla	
<b>Wed., July 9 9:30 am</b>	Workshop		Pav	
<b>Wed., Jul 9 1 pm</b>	Meeting	May 2025 Year to Date Financials Harbormaster Report Contract/Lease Update	Pav	
<b>Mon-Wed. July 21-23</b>		WPPA Commissioners' Seminar	Semiahmoo, Blaine, WA	
<b>Wed., Aug. 13 9:30 am</b>	Workshop		Pav	
<b>Wed., Aug. 13 1 pm</b>	Meeting	June 2025 Year to Date Financials Harbormaster Report Contract/Lease Update	Pav	
<b>Mon., Sept. 1</b>		<i>Holiday -Port Offices Closed</i>		
<b>Wed., Sep 10 9:30 am</b>	Workshop		Pav	

**Port of Port Townsend  
Upcoming Commission Meetings Calendar 2025 (Tentative Agenda Items)**

<b>Wed., Sep. 10 1 pm</b>	Meeting	July 2025 Year to Date Financials Harbormaster Report Contract/Lease Update	Pav	
<b>Thur., Sep. 18</b>		Intergovernmental Collaborative Group	Pav	
<b>Wed., Sep. 24 5:30 pm</b>				
<b>Thurs. Sep. 25 - 4-9pm</b>		Port Boat Yard BBQ (potential quorum)		
<b>Sept. 25/26</b>		WPPA Environmental Seminar	Alderbrook Resort, Union	
<b>Wed., Oct. 8 13 9:30 am</b>	Workshop		Pav	
<b>Wed., Oct. 8 1 pm</b>	Meeting	August 2025 Year to Date Financials Harbormaster Report Contract/Lease Update	Pav	
<b>Wed., Oct. 22 5:30 pm</b>				
<b>Wed. Oct. 23/24</b>		WPPA Small Ports Seminar (No Commissioners Attending)	Campbell's Resort, Chelan	
<b>Tues., Nov. 11</b>		<i>Holiday -Port Offices Closed</i>		
<b>Wed., Nov. 12 9:30 am</b>	Workshop		Pav	
<b>Wed., Nov. 12 - 1 pm</b>	Meeting	Contract/Lease Update	Pav	
<b>Wed-Fri Nov. 19/21</b>		WPPA Annual Meeting	Marriott, Tacoma	
<b>Tues., Nov. 25 - 1 pm</b>	Meeting		Pav	
<b>Th/Fri. Nov. 27/28</b>		<i>Holiday -Port Offices Closed</i>		
<b>Thurs., Dec. 4 5pm</b>		Intergovernmental Collaborative Group (Confirm Date)	Pav	
<b>Wed., Dec. 10 9:30 am</b>	Workshop		Pav	
<b>Wed., Dec. 10 1 pm</b>	Meeting	Contract/Lease Update	Pav	

**Port of Port Townsend  
Upcoming Commission Meetings Calendar 2025 (Tentative Agenda Items)**

<b>Wed/Thurs. Dec. 24-25</b>		<i>Holiday -Port Offices Closed</i>		
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