

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



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

www.portofpt.com

**Commission Meeting  
1<sup>st</sup> Monthly Meeting Agenda  
Wednesday, March 12, 2025, 1:00 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 Special Business Meeting Minutes of February 20, 2025 and Business Meeting Minutes from February 26, 2025 .....3-6
  - B. Approval & Ratification of Warrants .....7-12
  - C. Resolution 838-25 Declaring Certain Items Surplus and Authorizing Their Sale and/or Disposal .....13-16
  - D. Jefferson Timber Cooperative Lease .....17-51
  - E. Resolution 839-25 Adopting the Port of Port Townsend Title VI Compliance Plan & Program..... 52-86
- V. Second Reading ~ none
- VI. First Reading ~ none
- VII. Regular Business
  - A. Harbormaster Report..... 87-92
  - B. January 2025 Year to Date Financials ..... 93
  - C. Port-City Interlocal Agreement for Stormwater ..... 94-111
- VIII. Staff Comments
- IX. Commissioner Comments
- X. Next Meeting are:

Wednesday and Thursday, March 26/27 10 a.m.-3 p.m. Retreat at the Aero Museum Library

Wednesday, April 9, 2025 at 9:30 a.m. Workshop and at 1:00 p.m. Business Meeting at the Pavilion Building & via Zoom
- XI. Executive Session – Pursuant to RCW 42.30.110(1)(g) to Review the Performance of a Public Employee (45 minutes)
- XII. Adjournment

<u>Informational Items</u> .....	112
• Port Lease Brief .....	113-119
• Port Contracts Update .....	120
• Letter of Support Northwest Maritime Center Vessel Design and Feasibility Study .....	121-122
• Letter of Support for Jefferson Healthcare Port Ludlow Imaging .....	123
• Commission Meeting Schedule.....	124-126

PORT COMMISSION SPECIAL BUSINESS MEETING – Thursday, February 20, 2025

The Port of Port Townsend Commission met for a special joint business meeting as part of the Intergovernmental Collaborative Group Meeting at the Point Hudson Pavilion Building, 355 Hudson Street, Port Townsend, and also online via Zoom (recording lost).

Present: Commissioners Petranek and Hasse with Commissioner Hanke Excused  
Executive Director Eron Berg

Others Jurisdictions Present: City of Port Townsend, Jefferson County Board of Commissioners, Jefferson County Public

I. CALL TO ORDER

The Port Commission met beginning at 5:02 p.m.  
Various other chairs of the above bodies called their special meetings to order.

II. WELCOME

By Rotating Chair, Port of Port Townsend Heidi Eisenhour

III. PUBLIC COMMENT PERIOD

IV. DISCUSSION TOPICS

Presentation by EDC Team Jefferson followed by a discussion of plans for the future of the EDC.

Legislative check in.

Agency Roundtable reports.

V. ADJOURNMENT

At 7:15 p.m., the meeting adjourned there being no further business before the Commission.

ATTEST:

\_\_\_\_\_  
Pete Hanke, Secretary

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

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

PORT COMMISSION REGULAR BUSINESS MEETING – Wednesday, February 26, 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: Commissioner Petranek with Commissioners Hasse and Hanke attending virtually  
Executive Director Eron Berg  
Director of Finance and Administration Connie Anderson  
Port Recorder Joanna Sanders

Via Zoom: Attorney Seth Woolsen

I. CALL TO ORDER & PLEDGE OF ALLEGIANCE (Rec. 00:00:15)

Commissioner Petranek called the meeting to order at 5:35 p.m.

II. APPROVAL OF AGENDA (Rec. 00:01:09)

There were no changes.

III. PUBLIC COMMENTS – GENERAL (Rec. 00:01:26)

Dave Luckenbach provided written comment regarding the North Boatyard Expansion suggesting landscaping and greenery be added to the fencing.

Marie Pahlmeyer provided written comment to encourage that winter moorage tenants be offered parking space as part of their moorage fee in the Cupola parking lot to reduce parking impacts in other areas.

IV. CONSENT AGENDA (Rec. 00:02:15)

A. Approval of Workshop and Business Meeting Minutes from February 12, 2025

B. Approval & Ratification of Warrants

Electronic Debit in the amount of \$65.15 and \$16,973.61

Electronic Debit in the amount of \$13,069.03

Warrant #069803 through #069833 in the amount of \$94,509.89

Warrant #069834 in the amount of \$10,609.00

Warrant #069835 through #069837 and electronic payment in the total amount of \$143,305.86

Warrant #069838 through #069872 in the amount of \$187,158.04

**Unanimous approval of the Consent Agenda as written.**

V. FIRST READING – None

VI. SECOND READING - None

VII. REGULAR BUSINESS (Rec. 00:02:50)

A. 2025 Pacific Coast Congress of Harbormasters Conference

Commissioners referenced the staff memorandum on contracting with Puget Sound Express to charter a vessel for the conference.

Commissioner Hanke recused himself from the vote on this item, although he noted that the discussion about using the boat occurred with Sarah Hanke. He will, however, be piloting the vessel on April 16.

**Unanimous approval of motion to authorize staff to contract with PSE to charter Saratoga for use during the PCC conference on April 16<sup>th</sup> with Commissioner Hanke abstaining.**

VIII STAFF COMMENTS (Rec. 00:05:38)

Executive Director Eron Berg updated and discussed with the Commission the situation with the Point Hudson sunken vessel 57' *Goldfinch* Albin trawler. The vessel owner's insurer has denied coverage for the pollution cleanup costs that recovered 900 gallons of fuel. They also denied responsibility for the costs of removing the vessel from the marina. Staff was commended for their timely action and continued work with DNR and the Port's insurer to see what can be done to remove the vessel as quickly as possible.

Director of Finance and Administration Connie Anderson noted that in speaking with staff on the Point Hudson scene, they were grateful for their training. The IT transition from Olympic Education Service District (OESD) to the PUD is occurring over the month of March.

IX. COMMISSIONER COMMENTS (Rec. 00:17:25)

Commissioner Hasse reported on the good ICG meeting last week and their work on common efforts. The Climate Action Committee is providing input on City and County comprehensive plans. She spoke about her Hawaii whale-watching trip and noted humpback whale research is only about 50 years old.

Commissioner Hanke shared humpback whale information he has read by John Calambokidis of Cascadia Research. He was impressed by the quick efforts to respond to the sinking vessel and getting the booms in place to contain the spill.

Commissioner Petranek reported on the great presentation by Cindy Brooks from the EDC at the ICG meeting. With her upcoming departure, the EDC Board is looking for a successor director. She noted for Commissioner Hasse that a food resiliency group still exists but now functions under the Climate Action Committee.

X. NEXT PUBLIC WORKSHOP & REGULAR BUSINESS MEETING (Rec. 00:23:58)

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

Wednesday and Thursday, March 26/27 from 10 a.m.-3p.m. Port Commission Retreat at the Aero Museum Library

XI. EXECUTIVE SESSION (Rec.00:24:50)

At 6:00 p.m. the Commission recessed into executive session for 15 minutes pursuant to RCW 42.30.110(1)(g) to Review the Performance of a Public Employee with no action to follow and expected to return at 6:15 p.m.

At 6:15 p.m., the Commission came back into open session and extended the meeting for another ten minutes until 6:27 p.m.

At 6:27 p.m., the Commission came back into open session.

XII. ADJOURNMENT (Rec. 00:30:00)

At 6:28 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 **492.30 is ratified.**

**Signed and Authenticated** on this 12th day of March, 2025.

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

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

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

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

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

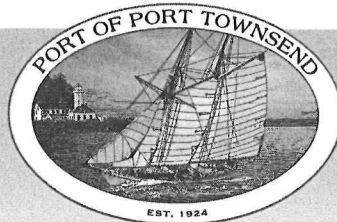
Port of Port Townsend (PTA)

Bank: K KITSAP BANK

Check Number/ Invoice Number	Check Date Invoice Date	Vendor Number Invoice Amount	Discount	Distribution Amount	Check Amount
W000001070 CKW00000107001	2/28/2025	DSD050 DSD Business Systems			492.30
	2/28/2025	492.30 CONTRACT SERVICES: P. H. MARINA & RV	0.00	492.30	
G/L Account: 761-3100-19		<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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## 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 069873 - 069911 generated on February 27th, 2025 in the amount of \$75,925.76 is ratified.

Signed and Authenticated on this 12th day of March, 2025.

For: **Accounts Payable**

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

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

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

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

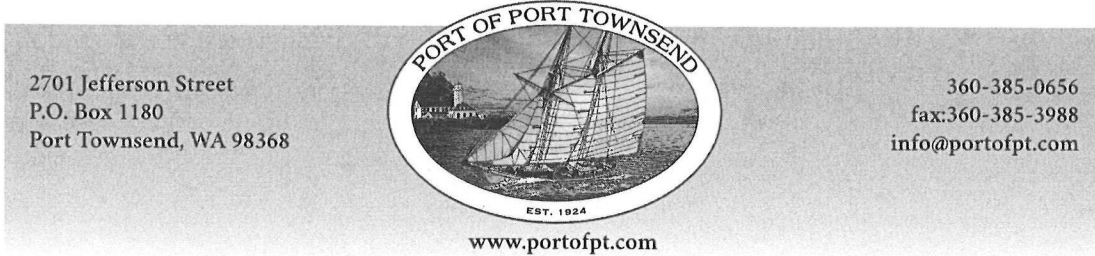
**Check Register**  
**Journal Posting Date: 2/27/2025**  
**Register Number: CD-001143**

**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
0000069873	2/27/2025	A+E001	A+ Equipment Rentals, Inc				<b>Check Entry Number: 001</b>
			105092-1	2/20/2025	18.72	0.00	18.72
0000069874	2/27/2025	A1C050	Tipco Technologies				<b>Check Entry Number: 001</b>
			225522806	2/21/2025	71.76	0.00	71.76
0000069875	2/27/2025	ABE080	Mark Abetz				<b>Check Entry Number: 001</b>
			REFUND 12/31/24	12/31/2024	11.00	0.00	11.00
0000069876	2/27/2025	AND025	Connie Anderson				<b>Check Entry Number: 001</b>
			2/2025 EXP	2/27/2025	75.49	0.00	75.49
0000069877	2/27/2025	ARX001	Arxcis, Inc				<b>Check Entry Number: 001</b>
			1004566	2/21/2025	2,365.50	0.00	2,365.50
0000069878	2/27/2025	BER010	William Berninger				<b>Check Entry Number: 001</b>
			2/2025 EXP	2/27/2025	41.86	0.00	41.86
0000069879	2/27/2025	BOT040	Botero & Son Electrical LLC				<b>Check Entry Number: 001</b>
			24-2624	2/19/2025	10,866.84	0.00	10,866.84
0000069880	2/27/2025	BRO040	Brother's Plumbing, Inc				<b>Check Entry Number: 001</b>
			100406	2/18/2025	685.70	0.00	685.70
0000069881	2/27/2025	CED005	CED				<b>Check Entry Number: 001</b>
			5948-1065857	2/19/2025	68.92	0.00	68.92
0000069882	2/27/2025	CHI040	Jeff Chittendon				<b>Check Entry Number: 001</b>
			REFUND 12/31/24	12/31/2024	25.78	0.00	25.78
0000069883	2/27/2025	CHM030	CSD Attorneys at Law				<b>Check Entry Number: 001</b>
			1/2025 STATEMENT	2/20/2025	8,641.00	0.00	8,641.00
0000069884	2/27/2025	CLA020	Clarke, White & Veenstra				<b>Check Entry Number: 001</b>
			2025-1-108-1	1/27/2025	2,800.00	0.00	2,800.00
0000069885	2/27/2025	DEN080	Valerie Denney				<b>Check Entry Number: 001</b>
			REFUND 12/31/24	12/31/2024	11.00	0.00	11.00
0000069886	2/27/2025	DUG040	Judi Dugen				<b>Check Entry Number: 001</b>
			REFUND 12/31/2024	12/31/2024	22.50	0.00	22.50
0000069887	2/27/2025	EDE005	Edensaw Woods, LTD				<b>Check Entry Number: 001</b>
			0000678454-001	2/19/2025	585.02	0.00	585.02
0000069888	2/27/2025	FAS020	Fastenal				<b>Check Entry Number: 001</b>
			WAPOR98185	2/19/2025	101.83	0.00	101.83
0000069889	2/27/2025	GOO002	Good Man Sanitation				<b>Check Entry Number: 001</b>
			2/24/25 STATEMENTS	2/24/2025	2,781.32	0.00	2,781.32
0000069890	2/27/2025	HAL090	Halberg Pacific Appraisal Service				<b>Check Entry Number: 001</b>
			01/27/2025	1/27/2025	4,000.00	0.00	4,000.00
0000069891	2/27/2025	HAS020	Carol Hasse				<b>Check Entry Number: 001</b>
			2/2025 EXP	2/20/2025	42.98	0.00	42.98
0000069892	2/27/2025	INS070	Insight Strategic Partners LLC				<b>Check Entry Number: 001</b>
			6042	2/27/2025	6,250.00	0.00	6,250.00
0000069893	2/27/2025	JAS080	Ted Jasik				<b>Check Entry Number: 001</b>
			REFUND 2/21/2025	2/21/2025	100.00	0.00	100.00
0000069894	2/27/2025	OLY001	Olympic Equipment Rentals Inc				<b>Check Entry Number: 001</b>
			2502-038601	2/21/2025	141.83	0.00	141.83
0000069895	2/27/2025	PEN060	Peninsula Pest Control, Inc				<b>Check Entry Number: 001</b>
			73056	2/14/2025	328.20	0.00	328.20
0000069896	2/27/2025	PET025	Petrack Lock & Safe				<b>Check Entry Number: 001</b>
			22525	2/24/2025	77.19	0.00	77.19
0000069897	2/27/2025	PET030	Donald Peterson				<b>Check Entry Number: 001</b>
			REFUND 02/19/2025	2/19/2025	22.00	0.00	22.00

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
0000069898	2/27/2025	PIN010	Pinnacle Investigations Corp 97955	2/23/2025	42.50	0.00	42.50
							<b>Check Entry Number: 001</b>
0000069899	2/27/2025	PUD005	PUD #1 of Jefferson County 2/15/25 STMNT	2/18/2025	49.61	0.00	49.61
			2/18/25 STMNTS	2/18/2025	693.24	0.00	693.24
							<b>Check Entry Number: 001</b>
			<b>Check 0000069899 Total:</b>		<b>742.85</b>	<b>0.00</b>	<b>742.85</b>
0000069900	2/27/2025	RYA070	Rick Ryan REFUND 12/31/25	12/31/2025	11.00	0.00	11.00
							<b>Check Entry Number: 001</b>
0000069901	2/27/2025	SAF001	Safeway, Inc. 02/21/25 STMNT	2/21/2025	3,922.43	0.00	3,922.43
							<b>Check Entry Number: 001</b>
0000069902	2/27/2025	STI070	Suzanne Stirling REFUND 2/14/25	2/14/2025	18.00	0.00	18.00
							<b>Check Entry Number: 001</b>
0000069903	2/27/2025	SWI050	Swift Plumbing and Heating 64208	2/19/2025	300.85	0.00	300.85
							<b>Check Entry Number: 001</b>
0000069904	2/27/2025	TAY040	Justin Taylor 2/2025 UNIFORM EXP	2/27/2025	328.44	0.00	328.44
							<b>Check Entry Number: 001</b>
0000069905	2/27/2025	TOP020	Topcon Solutions 90322730	2/26/2025	27,893.51	0.00	27,893.51
							<b>Check Entry Number: 001</b>
0000069906	2/27/2025	VER001	Verizon Wireless, Bellevue 6106128498	2/15/2025	617.52	0.00	617.52
							<b>Check Entry Number: 001</b>
0000069907	2/27/2025	WAI040	Justin Waite REFUND 12/31/2025	12/31/2025	9.00	0.00	9.00
							<b>Check Entry Number: 001</b>
0000069908	2/27/2025	WES060	West Marine Pro 009199	2/24/2025	48.23	0.00	48.23
							<b>Check Entry Number: 001</b>
0000069909	2/27/2025	WIL040	Gregory Wilson REFUND 12/31/24	12/31/2024	13.00	0.00	13.00
							<b>Check Entry Number: 001</b>
0000069910	2/27/2025	WIL080	Robert Williams REFUND 2/19/2025	2/19/2025	521.99	0.00	521.99
							<b>Check Entry Number: 001</b>
0000069911	2/27/2025	WRI050	Wright's Labor LLC 1178	2/19/2025	1,320.00	0.00	1,320.00
							<b>Check Entry Number: 001</b>
			<b>Report Total:</b>		<b>75,925.76</b>	<b>0.00</b>	<b>75,925.76</b>



**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 069912 through No. 069916 generated on March 3, 2025 in the amount of \$37,927.73 and Electronic Payment in the amount of \$230,419.69, for a total amount of \$268,347.42 is **ratified.**

**Signed and Authenticated** on this 12th day of March, 2025.

**For: Payroll and Benefits**

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

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

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

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

## PORT OF PORT TOWNSEND AGENDA COVER SHEET

<b>MEETING DATE</b>	March 12, 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 838-25 Declaring Certain Items Surplus and Authorizing their Sale and/or Disposal
<b>STAFF LEAD</b>	Connie Anderson, Director of Finance & Administration
<b>REQUESTED</b>	<input type="checkbox"/> Information <input checked="" type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	<ul style="list-style-type: none"> <li>• Resolution 838-25, including Exhibit A surplus items list</li> </ul>

If approved as part of the consent agenda, no further action is needed.

Alternate action: Remove from the Consent Agenda. Move to approve Resolution 838-25 Declaring Certain Items Surplus and Authorizing their Sale and/or Disposal

**RESOLUTION NO. 838-25**

**A Resolution of the Commission of the Port of Port Townsend**

**DECLARING CERTAIN ITEMS SURPLUS AND AUTHORIZING THEIR SALE AND/OR DISPOSAL**

**WHEREAS:** The Port of Port Townsend has in its possession certain old, outdated, and/or non-operable computer, office, radio, and first aid equipment as described in Exhibit A and attached to this resolution; and

**WHEREAS:** due to continual usage, age and inadequate capacity, this equipment is of little or no value to the Port, and is not suited for Port purposes; and

**WHEREAS:** such property having been certified in writing as not needed for Port purposes by the Executive Director, its managing official, a copy of said certification is marked Exhibit A and attached to this resolution;

**NOW, THEREFORE BE IT HEREBY RESOLVED** by the Port Commission of the Port of Port Townsend that the said property be declared surplus, and that the Executive Director is authorized to sell or dispose of the property in the best manner which he, in his discretion, shall determine, including by negotiation or informal bidding from members of the public, or direct disposal.

**ADOPTED this 12th day of March 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:**

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

\_\_\_\_\_  
Carol Hasse, President

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Port Attorney

**EXHIBIT "A"****CERTIFICATE THAT CERTAIN PORT DISTRICT PROPERTY IS SURPLUS**

The undersigned, Eron Berg, Executive Director, the managing official of the Port District of the Port of Port Townsend, hereby certifies that the following property is surplus and is not needed for Port District purposes.

**EQUIPMENT TO SURPLUS**

<b>Item</b>	<b>Make</b>	<b>Model</b>	<b>SV/VIN</b>
Computer Monitor	Dell	E172FPI	CN-OJ1806-71618-45I-AB5M
Coin Counter	Desposiato		N/A
Submersible Audio	West Marine	VHF600DSC	921A6400131
Credit Card Swiper	PAX	300	803-427-275
Credit Card Swiper	PAX	300	803-427-276
Credit Card Swiper	PAX	300	803-427-022
Credit Card Swiper	PAX	300	803-427-278
Credit Card Swiper	PAX	300	803-419-412
Credit Card Swiper	PAX	300	53015169
Credit Card Swiper	PAX	300	53067972
Credit Card Swiper	Veriphone	P400	803427283
Credit Card Swiper	Veriphone	P400	803427278
Credit Card Swiper	Veriphone	P400	803418413
Phone Headset	Plan Tantronic		1CJK3R
Phone Headset	Plan Tantronic		3935041921
Receipt Printer	Star	C-Print 3	2581020080600360
Computer Tower	Alden Associates		67632
Computer Tower	Dell	Opti-Plex 990	186207099823
Scanner	Epson	ES-300 WR	X66B008398
Speaker System	Retekiss		2006R1041100001
Surge Protector	Tripp Lite	55OU	2138EYOBC785701868
Hard Drive	Sea Gate	Barracuda	Z6E9R1V8
Curved Monitor	Samsung	C24F390FHL	BZT3H4ZNB02595L
Printer	HP	8610	CN51HE339N
Land Mobile Radio	Kenwood	TK-3140	B1C00282
Cell Phone	Apple	iPhone 11 Black 64GB	GONHCCX9N72J
Battery Pack	Kenwood	KNB-35L	N/A
Two-Way Radio	Cobra	HT GA-CC2	T602A06931
Two-Way Radio	Kenwood	HT KSC-20	N/A
24-port Smart Switch	Jet Stream	Gigabit	2196217000228
24-port Smart Switch	Netgear	ProSafe	1D981B520003C

Defibrillator	AED		XO6A078296
Defibrillator	AED		XO5LO76716
Defibrillator	AED		XO6FO89651
Defibrillator	AED		XO7B106349
Defibrillator	AED		XO6A078310
Defibrillator	AED		X0FO89650
Defibrillator	AED		XO8A142728
Typewriter	IBM	Correcting Selectric III	48400

**DATED this 12<sup>th</sup> day of March 2025.**

---

Eron Berg, Executive Director



# PORT OF PORT TOWNSEND

## AGENDA COVER SHEET

<b>MEETING DATE</b>	March 12, 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. D. Jefferson Timber Cooperative, JCIA Land 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. Key Lease Terms</li> <li>3. Jefferson Timber Cooperative, Jefferson County International Airport Land 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 Jefferson Timber Cooperative, JCIA Land Lease.

Alternative action: Remove from consent for discussion. Move to authorize the Executive Director to execute the Jefferson Timber Cooperative, JCIA Land Lease .

# PORT OF PORT TOWNSEND

## INFORMATIONAL MEMO

**DATE:** 3/7/2025

**TO:** Port Commission

**FROM:** Eric Toews, Deputy Director & Sue Nelson, Lease & Contracts Administrator

**SUBJECT:** Jefferson Timber Cooperative (JTC) - JCIA Land Lease Agreement

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**ISSUE:** Should the Commission authorize the Executive Director to execute a Land Lease Agreement with the Jefferson Timber Cooperative, a Washington Cooperative Association, for 12.25 acres of unimproved land at the JCIA?

**BACKGROUND & DISCUSSION:** Last year Port staff collaborated with the FAA and Jefferson County to expand the area available for non-aviation-related/aviation compatible light industrial development at the JCIA. The FAA extended the Airport Layout Plan (ALP) boundary to encompass nearly all the contiguous property owned by the Port at the JCIA, including tax parcels 001332017 and 001332013 (12.25 ac +/-). These two properties lie south of the “9 end” of the runway and north of the Jefferson Transit facility. Together with inclusion of these parcels within the ALP, Jefferson County amended its Comprehensive Plan and Development Regulations to apply the “Airport Overlay-III” designation to this area. This land use designation and overlay zone allows non-aviation-related light industrial development an appropriately rural scale and intensity at the JCIA. Together, these changes will help the Port fulfill its goal to promote the economic vitality of Jefferson County.

In early 2024, the Port began discussions with the then nascent Jefferson Timber Cooperative (JTC) about developing the local wood economy and potentially playing host to a wood processing and sales operation at the JCIA. From the beginning, discussions have focused on the 12.25-acre area noted above (adjacent and north of Jefferson Transit).

Ultimately, this site is expected to be more fully integrated within a “Phase II” of the JCIA Rural Light Industrial Park.<sup>1</sup> It is imagined that development of JTC’s site will evolve somewhat organically, in a fashion similar to the Boat Haven Yard. Staff and JTC representatives (Scott Freeman, Cody Wayland and Cory Smith) have arrived at mutually agreeable terms for a proposed Land Lease Agreement that would:

- Establish a thirty (30) year lease term, commencing April 1, 2025, and ending at midnight on March 31, 2055 (together with one (1) ten (10) year option to extend the lease);
- Require monthly rent based on the Port’s standard rate of return model for land-lease pricing (i.e., the value of the land and improvements multiplied by 9.5%);
- Ensure that the JTC constructs improvements upon the Premises to support the intended use; and

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<sup>1</sup> “Phase I” is the 24-acre site to the east which has been the focus of planning, engineering design and permitting for the past two years.

- Implement the Port's most current model for JCIA land leases.

Rent at inception would be \$3,544.14 per month plus leasehold tax LET). Thereafter, the rent would be adjusted annually for inflation (CPI), and every three (3) years would be adjusted to the rental rate then prevailing for comparable unimproved rural light industrial land in Jefferson, Clallam and Kitsap Counties. Future fair market rental rate adjustments would not factor leasehold improvements undertaken by the JTC but would factor infrastructure improvements made by the Port subsequent to lease inception (e.g., roads, septic and stormwater systems, etc.).

Consistent with adopted Lease Policy, security equivalent to three months' rent together with LET will be impignorated by JTC. The draft Lease Agreement as presented is consistent with the Leasing Policy adopted by the Commission in 2019, as well as the Airport Master Plan. JTC's rural light industrial development is anticipated to contribute to the financial sustainability of the JCIA, and the economic health of the county overall.

**RECOMMENDATION:** Staff recommends that the Commission authorize the Executive Director to execute the attached Land Lease with Jefferson Timber Cooperative.

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

**ATTACHMENTS:**

1. Summary of Key Lease Terms
2. JCIA Land Lease Agreement, including attached Exhibits "A," and "B"

**PORT OF PORT TOWNSEND:  
Summary of Key Terms  
Jefferson Timber Cooperative  
JCIA Land Lease Agreement (APNs 001332017 & 001332013)**

1. **TENANTS:** Jefferson Timber Cooperative, a Washington Cooperative Association (UBI #605-673-423).
2. **PREMISES:** Approximately 12.25 acres of unimproved land at the Port's Jefferson County International Airport (APN 001332017 (Tax 48 - 6.19 ac) and APN 001332013 (Tax 94 - 6.06-ac)) in Section 33, Township 30 North, Range 1 West, Willamette Meridian, Jefferson County, Washington.
3. **TERM:** Thirty (30) years, beginning on April 1, 2025, and ending at midnight on March 31, 2055, along with one (1) ten (10) year option to extend the lease.
4. **RENT:** \$3,140.85 per month plus LET (i.e.,  $\$3,140.85 \times 12.84\% = \$403.29$ ;  $\$3,140.85 + \$403.29 = \$3,544.14$ ).<sup>1</sup> Rent adjusted per CPI-U beginning year two (2); base rent may be adjusted beginning in year three (3) and every three (3) years thereafter throughout the lease term ("market rate adjustments"). Market rate adjustments will be based on the fair market rental rate for comparable unimproved industrially zoned properties in Jefferson, Clallam and Kitsap Counties (unless infrastructure improvements are undertaken by the Port), and will not factor improvements undertaken by Lessee.
5. **SECURITY DEPOSIT:** Three (3) months' security + LET, or \$10,632.42.
6. **USE OF PREMISES:** Industrial wood processing activities, equipment and materials storage, and waste material recycling, together with sales of products primarily manufactured on-site.
7. **UTILITIES:** All utilities are the responsibility of the Lessee.
8. **ACCEPTANCE OF PREMISES:** Lessee accepts the premises in their present condition.
9. **MAINTENANCE & REPAIR:** Consistent with Port policy, maintenance and repair of the premises and improvements are the sole responsibility of Lessee.

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<sup>1</sup> Please see rent calculation methodology, attached.

- 10. INSURANCE:** Fire and Extended Coverage with limits equal to the full insurable value; Builder's Risk coverage with limits equal to the value of the project; Comprehensive General Liability of \$2,000,000 combined single limit and \$4,000,000 in the annual aggregate; Automobile Liability of \$1,000,000 combined single limit; if applicable (i.e., active business(es) with employees on-site), Worker's Compensation of not less than \$1,000,000 per occurrence; insurance certificates naming the Port as an additional insured; proof of insurance must be provided prior to occupancy.
- 11. ASSIGNMENT/SUBLEASE:** Permitted only by prior written consent of the Port.
- 12. DEFAULTS/TERMINATION:** Time is of the essence. Failure to pay rent, or to abide by the covenants/agreements contained in the lease, may serve as a basis for termination. Lessee will be provided with fifteen (15) days' written notice to cure defaults. Port may also terminate upon one-hundred and eight (180) days' written notice, at its sole discretion, for public or private use in connection with the operation of the business of the Port. If the lease is in holdover status, it may be terminated upon twenty (20) days' written notice.
- 13. HOLDING OVER:** In the event Lessee allows the lease to expire without negotiating a new agreement with the Port, the tenancy will roll over into a month-to month basis, with all other provisions of the lease agreement remaining in effect, except that the rent will increase to 125% of the rent due in the month preceding the holdover.

## JEFFERSON TIMBER COOPERATIVE: RENT CALCULATION/METHODOLOGY

**Premises:** APN 001332017 (6.19 ac) and 001332013 (6.06-ac) (note: both parcels acquired with Port funds (non-federal)).

### Lease Policy Direction:

(B)(2) **Fair market value rental rates should be based upon the value of the Port real property and improvements thereon multiplied by a Port standard rate of return.** The value of Port property and improvements multiplied by a Port standard rate of return will provide a fair and equitable method of determining rental rates that treats all tenants fairly and provides a fair return to the citizens of Jefferson County.

(B)(4) **The Port's standard rate of return.** Fair market rental value is based on the fee simple value of the Port real property and improvement thereon multiplied by at least nine and one-half percent (9.5%).

### Methodology Applied:

- Purchase price of both parcels in January of 1997 = \$200,000.00
- Purchase price adjusted for inflation using BLS calculator = \$396,738 in December of 2024
- \$396,738 x standard rate of return of 9.5% = \$37,690 (i.e., annual rent)
- \$37,690 divided by 12 months = \$3,140.85 in monthly rent (note: this equates to \$0.07 per foot/per year) (i.e., 12.25 ac x 43,560 sf = 533,610 sf; 37,690 divided by 533,610)
- \$3,140.85 x leasehold excise tax (LET) of 12.84% = \$403.29; \$3,140.85 + \$403.29 = **\$3,544.14** per month total rent + tax

## PORT OF PORT TOWNSEND

### LAND LEASE AGREEMENT JEFFERSON COUNTY INTERNATIONAL AIRPORT (JCIA)

This Land Lease Agreement (the "Agreement" or "Lease") is executed this \_\_\_\_ day of March 2025, by and between the PORT OF PORT TOWNSEND, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as "Lessor" or "the Port," and the **JEFFERSON TIMBER COOPERATIVE** (UBI #605-673-423), a Washington nonprofit corporation, hereinafter referred to as "Lessee."

#### WITNESSETH:

FOR AND IN CONSIDERATION of the mutual promises, covenants, and conditions hereinafter set forth, the parties agree as follows:

1. **PREMISES:** The Port shall lease to Lessee and Lessee shall lease from the Port, the following described real property situated in Jefferson County, State of Washington:

**Parcel I (APN 001332017)**, the South one-half of the Northwest quarter of the Southwest quarter of the Northwest quarter, lying Easterly of the Easterly right-of-way line of State Route 20, and the South half of the Northeast quarter of the Southwest quarter of the Northwest quarter, all in Section 33, Township 30 North, Range 1 West, W.M., Jefferson County, Washington; AND

**Parcel II (APN 001332013)**, the North one-half of the Northwest quarter of the Southwest quarter of the Northwest quarter, lying Easterly of the Easterly right-of-way line of State Route 20; and the North one-half of the Northeast quarter of the Southwest quarter of the Northwest quarter, all in Section 33, Township 30 North, Range 1 West, W.M., Jefferson County, Washington,

together comprising 12.25 acres, more or less.

Hereinafter, the above-described property shall be called "the Premises" or "the Leased Premises".

2. **TERM OF LEASE:** The term of this Lease shall be for a period of thirty (30) years, commencing April 1, 2025, and ending at midnight on March 31, 2055. Lessee shall also have the option to extend the lease term by one (1) additional ten (10) year term. Notification to extend the Lease will be done in writing at least ninety (90) days prior to end of the initial lease

term. 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 herein, except that rent shall be recalculated as provided in Paragraph 3 below, and the terms of this Lease shall be updated to be consistent with the terms and conditions then existing in the Port's standard form Land Lease Agreement.

### 3. RENT:

- a. Beginning on the lease commencement date and continuing each month thereafter, Lessee agrees to pay as rental for the Leased Premises the sum of **Three Thousand One Hundred Forty Dollars and Eighty-Five Cents (\$3,140.85)**<sup>1</sup> plus all applicable taxes.
- b. Beginning in year three (3) and every three (3) years thereafter, the rental rate may be adjusted to fair market rental rate then prevailing for comparable unimproved rural light industrial land in Jefferson, Clallam and Kitsap Counties. Such fair market rental rate adjustments shall not factor leasehold improvements undertaken by Lessee but may factor infrastructure improvements made by the Port subsequent to lease inception.
- c. Except in years when a fair market rental rate adjustment is made as set forth in subparagraph (b) of this Paragraph 3, 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 accumulative amount 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 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 and every month of the lease term and shall be payable at such place as the Port may hereinafter designate.

4. **DEPOSIT:** Lessee shall, concurrent with execution of this Lease, deposit with the Port the amount of **TEN THOUSAND SIX HUNDRED THIRTY-TWO DOLLARS AND FORTY-TWO CENTS (\$10,632.42)**.<sup>2</sup> This Lease shall not be effective until full deposit is made with the Port. This deposit shall be held by the Port as security for all of Lessee's obligations hereunder and shall be refunded to Lessee upon termination of this Lease provided Lessee has faithfully performed all obligations hereunder and paid all sums owing to the Port. Beginning in year three (3) and

<sup>1</sup> Calculated as follows: Purchase price of property in January of 1997 = \$200,000.00; \$200,000 adjusted to December 2024 using the Bureau of Labor Statistic's Inflation Calculator = \$396,738.00; \$396,738.00 x the Port's adopted standard rate of return of 9.5% = \$37,690.00 annual rent; \$37,690.00 divided by 12 = \$3,140.85 monthly rent; \$3,140.85 x 12.84% Leasehold Excise Tax (LET) = \$403.29; \$3,140.85 + \$403.29 = **\$3,544.14**.

<sup>2</sup> Consistent with Port policy, security in an amount of not less than three (3) months' rent together with applicable Washington state leasehold excise tax is required for all leases greater than one (1) year in length. As applied, the calculation is \$3,544.14 x 3 = **\$10,632.42**.



every three (3) years thereafter, the amount of such 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.

- 5. USE OF PREMISES:** Lessee shall use the Premises for industrial wood processing activities, equipment and materials storage, and waste material recycling, together with the sale of products manufactured primarily on-site. No other uses of the Premises shall be allowed without the Port's express written consent. The parties acknowledge that Lessee's agreement to improve the Premises for the authorized use is an express bargained-for covenant of this Lease, and the failure of Lessee to construct such improvements or the failure to use the Premises as set forth herein, or to later cease such use, or conducting other activities on the Leased Premises without first obtaining a Lease modification with the Port's written approval of such other activities, shall constitute an event of default under the terms of this Lease and grounds for termination. It is further understood and agreed the Premises will not be used to store, distribute, sell, or otherwise handle fuels, lubricants or other flammable or hazardous materials, except fuels and lubricants in the tanks of equipment and vehicles used or stored on-site and a small supply of lubricants for use in such equipment and vehicles.
- 6. OPERATING STANDARDS:** In addition to the foregoing use restrictions, Lessee shall meet or exceed the following Operating Standards:
- a. The Lessee shall pay all costs and expenses associated and in connection with the use of the Premises and the rights and privileges therein granted, including, but not limited to the following: leasehold and other taxes; permit fees; license fees; and assessments lawfully levied or assessed upon the Premises or property at any time situated therein and thereon. Lessee may, however, at its sole expense and cost, contest any tax, fee, or assessment, but shall in no event allow the same to become a lien on the Premises or the improvements thereon.
  - b. The Lessee shall observe and obey all laws, regulations, and rules of the JCIA and the federal, state, and local government, which may be applicable to its operation at JCIA. This shall include the JCIA Rules and Regulations and all statutes and Port Resolutions now in effect or as may be promulgated or revised in the future from time to time. The Lessee specifically acknowledges that it shall abide by and be subject to all rules and regulations which are now, or may from time to time, be formulated by the Port concerning the management, operation, or use of the JCIA. The Lessee shall keep in effect and post in a prominent place all necessary and/or required licenses or permits.
  - c. Consistent with Paragraph 12, below, Lessee agrees to and shall keep the Leased Premises clean and in good order, condition, and repair. The Lessee shall, at its sole cost and expense, maintain the grounds of the Premises in good order and repair and in good and safe condition and shall repair all damage caused by its occupants or invitees. The Port shall be the sole judge of the quality of maintenance of the grounds, and upon written notice by the Port to the Lessee, the Lessee shall be required to perform whatever maintenance the

Port deems reasonably required. If the maintenance is not undertaken within ten (10) days after receipt of written notice, the Port shall have the right to enter upon the Premises and perform such maintenance, the cost of which shall be charged to and be borne by the Lessee and paid by the Lessee as additional rent on the next rental due date after receipt of notice as to the amount thereof.

- d. The Lessee shall be entitled, in common with others so authorized, to the use of all facilities and improvements of a public nature which now are or may hereafter be connected with or appurtenant to Leased Premises, upon such rules and regulations as may be established by the Port from time-to-time hereafter.
- e. The Lessee shall have the reasonable right of ingress and egress to and from the Premises in the carrying on of its activities as herein provided for, subject, however, to such rules and regulations pertaining to the use and operation of the Airport as may be established by the Port from time-to-time hereafter, which right shall extend to the Lessee's guests and invitees.
- f. The Lessee shall not use Premises for any purpose other than those which are specifically authorized by this Lease, and which are in accordance with the Airport Master Plan and Airport Layout Plan, except as approved in writing by the Port prior to any implementation.
- g. No improvement, including landscaping or terrain alteration, shall be erected, placed, or effected on the Premises or outside the Premises, and no alterations shall be made in the improvements and facilities constructed on the Premises without the prior written approval of the Port.
- h. Lessee agrees that it will not disturb the Port or any other Lessee of the Port by making or permitting any disturbance or any unusual noise, vibration, fumes, or other condition on or in the Premises.

- 7. RESERVATION OF AVIGATION EASEMENT:** The Port hereby reserves for itself, its successors, and assigns, and for the use and benefit of the public, an easement and right of way over and around the Leased Premises for the unobstructed passage of all aircraft ("aircraft" being defined for the purpose of this instrument as any contrivance now known or hereafter invented, used or designated for navigation of or flight in the air), by whomsoever owned and operated, in all air space above the surface of the Premises, to an infinite height above the Premises. In addition, this reservation reserves the right to cause in all airspace above the Premises such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused by the current or future operation of aircraft landings at, or taking off from, or operating at or on JCIA. Lessee does hereby fully waive, remise, and release any right or cause of action which it may now have or which it may have in the future against the Port, its successors and assigns, or against other users of the JCIA, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused by the operation of aircraft landings at, or taking off from or operating at or on said JCIA. Lessee acknowledges that none of the foregoing

activities shall constitute grounds for Lessee to claim that the Port has violated this Lease or that Lessee has been deprived of quiet possession of the Leased Premises.

- 8. RESTRICTION ON USE OF AIRSPACE:** The Port reserves a continuing right to prevent the erection of or growth upon the Premises of any building, structure, tree, or other object extending into the airspace which would constitute a violation of Air Regulation Part 77 which is on file in the Port's office. The Lessee, for itself, its heirs, administrators, executors, successors, and assigns, does hereby agree that for and during the life of this Lease it will not hereafter erect, permit the erection of, or permit or suffer to remain upon the Premises any building, structure, tree or other object extending into the aforesaid airspace, and that it shall not hereafter use or permit or suffer the use of the Premises in such a manner as to create electrical interference with radio communications between any installation upon JCIA and aircraft, or to make it difficult for flyers to distinguish between airport lights and others, or as to impair visibility in the vicinity of the airport or as otherwise to endanger the landing, taking off or maneuvering of aircraft.
- 9. IMPROVEMENTS TO PREMISES:** Lessee may make and install, at Lessee's own expense, such improvements as are normal and customary in connection with the use of the Premises described in Paragraph 5, above. Lessee agrees to submit plans to, and obtain written approval from, the Port before commencing any major improvements. For purposes of this Lease, "major improvements" shall be defined as any modification to the Premises exceeding \$5,000, or which involve the erection or placement of any structure, or any excavation or alteration of terrain of any kind. Lessee agrees to proceed with the construction in accordance with the following terms.
- a. Plans and Specifications. Lessee shall prepare final plans and specifications for any buildings or structures to be constructed on the Premises and shall submit such plans and specifications to the Port for approval. The building shall be designed and constructed in accordance with all applicable building codes, using good workmanship and quality materials. Lessee's design for buildings and related improvements to the Premises shall also conform in all respects to all applicable development standards promulgated by the Port for development at the JCIA, unless the Lessee obtains specific written approval of the Executive Director for any variances. Such standards may include, without limitation, specifications regarding construction materials, design, color, utilities, safety, fire emergency equipment, elevations, and location. Lessee shall also be responsible for preparing and submitting a FAA Form 7460-1 to the FAA, to obtain express written permission from the FAA to build upon the Leased Premises, and to respond to any FAA inquiries regarding the FAA's permission and approval of the proposed construction.
  - b. Financing. All funds utilized to construct the improvements on the Premises shall be obtained by Lessee, and the Port shall not be required to pay any costs of the construction. Lessee shall have the right at any time and from time to time to subject the leasehold estate and any or all improvements thereon to one or more mortgages or deeds of trust (hereinafter "mortgages"), provided, however, that such encumbrances may only be

created for the purpose of obtaining financing for improvements made upon the Premises. The mortgage documents must be reviewed and approved by the Port and shall provide that any proceeds from fire or extended coverage insurance shall be used for repair or rebuilding of the leasehold improvements and not to repay part of the outstanding mortgage. The mortgage documents shall contain provisions requiring that any notices of default under the note and mortgage be sent to the Port as well as to Lessee and that the Port shall have the right to cure any default if Lessee fails to do so. The Port shall have thirty (30) days in which to cure any mortgage default after the time for Lessee to cure it has expired. Neither the Port's right to cure any default, nor the exercise of such a right, shall constitute an assumption of liability under the note or mortgage, nor shall it bind the Port to cure any future defaults. If any default is non-curable, it shall not be grounds for foreclosure of the mortgage if the Port, or Lessee in possession of the Premises, promptly performs all other provisions of the note and mortgage. No permitted mortgage shall grant a security interest in any real or personal property other than the interests specifically created by this Lease. No mortgage or note permitted by this Lease shall secure more than one indebtedness or contain any cross-default provisions relating to other properties owned or debts owed by Lessee. The Port's right to review and approve all mortgage documents shall also extend to any redocumentation or refinancing undertaken by Lessee. The parties agree that the Port shall not under any circumstance be required to subordinate its fee interest in the Premises to the lien of any mortgage on Lessee's leasehold interest.

- c. State Environmental Policy Act (SEPA) Review. Lessee shall be responsible for preparation of any SEPA checklists or Environmental Impact Statements and supporting reports and analyses which may be required as a part of Lessee's applications for permits. Jefferson County is anticipated to exercise lead agency authority for review of Lessee's submittals, and the Port shall not be required to pay any costs associated therewith. Lessee shall assume the cost of appropriate mitigation measures for any adverse environmental impacts identified in the SEPA documents which may be reasonably required as a result of Lessee's improvements on the Premises.
- d. Construction. No construction activities shall be undertaken until all applicable permits have been obtained. Prior to the commencement of construction, Lessee shall furnish to the Port a copy of the construction contract and shall furnish proof that the contractor has posted a construction completion and performance bond in the full value of the construction contract, naming both Lessee and the Port as beneficiaries of that bond. The form, sufficiency and the surety of the bond shall be approved by the Port prior to commencement of construction.
- e. Protection of the Port Against Mechanic's and Materialmen's Liens and Other Costs or Claims. Lessee shall pay or cause to be paid the total cost and expense of all works of improvement, as that phrase is defined in the applicable Washington mechanic's and materialmen's liens statutes in effect at the time when the work commences. No such payment shall be construed as rent. Lessee shall not suffer or permit to be enforced against

the Premises or any part of it, any mechanic's, materialmen's, contractor's, subcontractor's, engineer's, or architect's lien arising from any work on the improvement, however it may arise. However, Lessee may, in good faith and at Lessee's own expense, contest the validity of any such asserted lien, claim or demand, provided Lessee has furnished a bond acceptable to the Port, sufficient to fully pay the asserted lien, claim or demand. Lessee shall defend and indemnify the Port against all liability and loss of any type arising out of work performed on the Premises by Lessee, together with reasonable attorney's fees and all costs and expenses incurred by the Port in negotiating, settling, defending, or otherwise protecting against such claims. All contracts with the general contractor and subcontractors for work performed on the Premises shall contain a specific acknowledgment by the general contractor and subcontractors that work on the Premises is performed at the request of Lessee only and that Lessee is the holder of only a leasehold interest in the Premises. Such contracts shall contain specific waivers in form acceptable to the Port, by which the general contractor and subcontractors specifically waive the right to assert any lien claim against the Port's fee interest in the Premises. In the event that a final judgment has been rendered against Lessee by a court of competent jurisdiction for the foreclosure of a mechanic's, materialmen's, contractor's, or subcontractor's lien claim, and if Lessee fails to stay the execution of the judgment by lawful means or to pay the judgment, the Port shall have the right, but not the duty, to pay or otherwise discharge, stay or prevent the execution of any such judgment or lien or both. Lessee shall reimburse the Port for all sums paid by the Port under this paragraph, together with all the Port's reasonable attorney's fees and costs, plus interest on those sums, fees and costs at the rate of twelve percent (12%) per annum from the date of payment until the date of reimbursement.

- 10. 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, light, heat, electricity, gas, water, stormwater, sewerage, garbage disposal, telephone and communications services, and janitorial services. The Port shall have no responsibility for the delivery of utility services to the Premises and shall not be responsible for the interruption of any utility service unless caused by the Port's negligence.
- 11. ACCEPTANCE OF PREMISES:** Lessee has examined the Leased Premises and accepts them in their present condition. The Port has made no representations, and Lessee is not relying upon any representations by the Port or its contractors or agents, regarding the suitability of the site for Lessee's construction and intended uses. Lessee will, prior to the commencement of construction, obtain its own professional advice regarding soils conditions and other factors affecting the suitability of the site for the construction of any buildings. Lessee accepts the Premises "as is" without further maintenance liability on the part of the Port.
- 12. MAINTENANCE & REPAIR OF IMPROVEMENTS & ADJOINING AREAS:**
- a. Maintenance and Repair - Generally. Throughout the term of this Lease, Lessee shall, at Lessee's sole cost and expense, maintain the Premises and all improvements thereon in a good condition and state of repair. Accordingly, and in accordance with all applicable laws,

rules, ordinances, orders and regulations, Lessee shall at its own expense and at all times:

- i. Keep the Premises and the adjoining access roads, in a neat, clean, and safe condition;
  - ii. Keep the exterior of buildings clean and presentable;
  - iii. Periodically paint the exterior of the buildings as necessary to present an attractive appearance;
  - iv. Not commit waste of any kind;
  - v. Replace all cracked or broken glass in buildings;
  - vi. Keep the electrical systems and other mechanical systems installed in the buildings in a good state of repair;
  - vii. Protect all pipes and drains so that they will not freeze or become clogged; and
  - viii. Make all necessary repairs to the roofs (structures or coverings) and foundations of the buildings and structures and exterior walls thereof.
- b. Repair, Restoration or Replacement in the Event of Damage or Destruction. Lessee shall promptly and diligently repair, restore, and replace as required to maintain and comply with the requirements set forth above, or to remedy all damage to or destruction of all or any part of the improvements upon the Leased Premises from any causes whatsoever. The completed work of maintenance, compliance, repair, restoration, or replacement shall be equal in value, quality and use to the condition of the improvements before the casualty giving rise to the work, except as expressly provided to the contrary in this Lease. The Port shall not be required to furnish any services or facilities or to make any repairs of any kind on or in the Premises.

- 13. 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 buildings and other improvements on the Premises be surrendered to the Port; or b) that the Lessee remove the buildings and other improvements from the Premises. If the Port directs surrender of the buildings and other improvements, all mechanical, electrical and HVAC systems in the buildings 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 buildings 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 buildings and other 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 buildings and other improvements from the Premises, then title to all 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 buildings and other 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.

- 14. INSPECTION - "FOR RENT" SIGNS:** The Port reserves the right to inspect the Leased Premises, including the interior of all buildings, 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 ninety (90) days prior to the expiration or sooner termination of this Lease.
- 15. POSSESSION:** If the Port shall be unable for any reason to deliver possession of the Premises, or any portion thereof, at the time of the commencement of the term of this Lease, the Port shall not be liable for any damage caused thereby to Lessee, nor shall this Lease thereby become void or voidable, nor shall the term specified herein be in any way extended but, in such event, Lessee shall not be liable for any rent until such time as the Port can deliver possession. If Lessee shall, in the interim, take possession of any portion of the Premises, it shall pay as rental the full rental specified herein reduced pro rata for the portion of the Premises not available for possession by Lessee. If the Port shall be unable to deliver possession of the Premises at the commencement of the term of this Lease, Lessee shall have the option to terminate this Lease by at least thirty (30) days' written notice, unless the Port shall deliver possession of the Premises prior to the effective date of termination specified in such notice. If Lessee shall, with the Port's consent, take possession of all or any part of the Premises prior to the commencement of the term of this Lease, all the terms and conditions of this Lease shall immediately become applicable.
- 16. INDEMNIFICATION & 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.
- 17. 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 16, 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.

- 18. 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 16, 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.
- 19. INSURANCE:** Lessee agrees to maintain insurance as specified below, throughout the entire lease term and all extensions thereof, at Lessee'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. Fire and Extended Coverage. Throughout the lease term, at Lessee's sole cost and expense, Lessee shall keep or cause to be kept insured, for the mutual benefit of the Port and Lessee, all improvements located on or appurtenant to the Premises against loss or damage by fire and such other risks as are now or hereafter included in an extended coverage endorsement in common use for commercial structures, including vandalism and malicious mischief. The amount of insurance shall be sufficient to prevent either the Port or Lessee from becoming a co-insurer under the provisions of the policy, but in no event shall the amount be less than the full value of the then actual replacement cost of the improvements on the Premises (herein called "full insurable value"). The Port shall not be required to carry any insurance coverage on the Premises. If any dispute arises regarding the amount of insurance necessary to comply with the terms of this paragraph, the Port may, not more often than once every twenty-four (24) months, request the carrier of the insurance then in force to determine the full insurable value as defined in this provision, and the resulting determination shall be conclusive between the parties for the purpose of this paragraph. Lessee may include the holder of any mortgage on the leasehold as a loss payee. The Port shall, at Lessee's cost and expense, cooperate fully with Lessee to obtain the largest possible recovery in the event of any insurance claim, and all policies of fire and extended coverage insurance required by this Lease shall provide that the proceeds shall be payable to Lessee as follows:
- i. Insurance proceeds shall be paid first to make all necessary repairs to restore the



improvements to their condition prior to the insured casualty. Payments of insurance proceeds for repair, restoration or reconstruction of the improvements shall be held in a trust account approved by the Port and be disbursed monthly on architect's certificates until the work is completed and accepted.

- ii. Any insurance proceeds remaining after complying with the provisions of this Lease relating to maintenance, repair and reconstruction of improvements shall be the Lessee's sole property.
- b. Builder's Risk Coverage. Before commencement of any construction or demolition or other work on the Premises, Lessee shall procure, and shall maintain in force until completion and acceptance of the work, "all risk" builder's risk insurance including vandalism and malicious mischief, in form and with a company reasonably acceptable to the Port, covering improvements in place and all material and equipment at the job site furnished under contract, but excluding contractor's, subcontractor's, and construction manager's tools and equipment and property owned by contractors' or subcontractors' employees, with limits equal to the value of the project.
  - c. Comprehensive General Liability Insurance. Comprehensive General Commercial Liability Insurance against claims for injury or death to persons or damage to property with minimum limits of liability of \$2,000,000 per occurrence and \$4,000,000 in the annual aggregate. 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. If the Lessee maintains higher insurance limits than the minimums required herein, the Port shall be insured for the full available limits of Commercial General and/or Excess or Umbrella liability maintained by the Lessee, irrespective of whether such limits maintained by the Lessee are greater than those required by this Lease or whether any certificate of insurance furnished to the Port evidences the lower limits of liability set forth above. The policy of insurance required under this subparagraph 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.

The Port may require the amounts set forth in this subparagraph 19(c) to be increased from time to time due to inflation or increased risks.
  - d. Automobile Liability Insurance. Lessee shall maintain Comprehensive 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.

- e. Worker's Compensation. If Lessee maintains employees on the Premises, 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, with coverage of not less than \$1,000,000 for each occurrence.
- f. Insurance Policy Form, Content, and Insurer. All insurance required by express provisions of this Lease shall be carried only in responsible insurance companies licensed to do business in the State of Washington. All such policies shall be non-assessable and shall contain language, to the extent obtainable, to the effect that:
- i. Any loss shall be payable notwithstanding any act or negligence of the Port that might otherwise result in a forfeiture of the insurance; and
  - ii. The insurer waives the right of subrogation against the Port and against the Port's agents and representatives; and
  - iii. The policies are primary and noncontributing with any insurance that may be carried by the Port; and
  - iv. They cannot be cancelled or materially changed except after thirty (30) days' notice by the insurer to the Port.

Lessee shall furnish the Port with copies of all such policies promptly on receipt of them or with certificates evidencing the insurance. Before commencement of this Lease, Lessee shall furnish the Port with binders representing all insurance required by this Lease. At the expiration of the term, the Port shall reimburse Lessee pro rata for all prepaid premiums on insurance on the improvements required to be maintained by Lessee, and Lessee shall assign all Lessee's right, title, and interest in that insurance to the Port. Lessee may affect for its own account any insurance not required under this Lease. Lessee may provide by blanket insurance covering the Premises and any other location or locations any insurance required or permitted under this Lease provided it is acceptable to all mortgagees.

- g. Failure to Maintain Insurance - Proof of Compliance. Lessee shall deliver to the Port, in the manner required for notices, copies or certificates of all insurance policies required by this Lease, together with evidence satisfactory to the Port of payment required for procurement and maintenance of the policy within thirty (30) days prior to the date that insurance is required by the lease to become in effect or prior to the renewal or replacement date. If Lessee fails or refuses to procure or to maintain insurance as required by this Lease or fails or refuses to furnish the Port with required proof that the insurance has been procured and is in force or paid for, the Port shall have the right, at the Port's election and on five (5) days' notice, to procure and maintain such insurance. The premiums paid by the Port shall be treated as added rent due from Lessee with interest at the rate of twelve percent (12%) per annum to be paid on the first day of the month following the date on which the premiums were paid. The Port shall give prompt notice of the payment of such premiums, stating the

amounts paid and the names of the insurer or insurers, and interest shall run from the date of said notice.

- 20. 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 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 Lessee.
- 21. 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 the improvements built upon and personal property maintained on the Leased Premises. Lessee acknowledges that, because the Port is a municipality, Lessee must pay the Washington State Leasehold Tax on all rentals paid to the Port and Lessee also agrees to pay any other tax that may be levied at any time in the future on rents or leasehold interests.
- 22. COMPLIANCE WITH PORT REGULATIONS & WITH ALL LAWS:** Lessee agrees to comply with all applicable rules and regulations of the Port pertaining to the 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 Lessees, invitees, licensees, and the general public. Lessee further agrees to comply with all applicable federal, state, county, and municipal laws, ordinances, and regulations. Lessee further agrees that all buildings, structures, or other improvements, approved by the Port, will be properly permitted by Jefferson County. Any fees for any inspection of the Premises during the lease term by any federal, state or municipal officer and the fees for any "Certificate of Occupancy" shall be paid by Lessee.
- 23. HAZARDOUS SUBSTANCES WARRANTY & AGREEMENT:** Lessee has examined the Hazardous Substances Warranty and Agreement which is attached hereto as **Exhibit "B"** and which by this reference is fully incorporated herein. Lessee acknowledges that it fully understands and covenants that it will comply with all its obligations under the Hazardous Substances Warranty and Agreement.
- 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, without the written consent of the Port first had and obtained. If Lessee is a corporation, limited liability company or partnership, Lessee further agrees that if at any time during the term of this Lease more than one-half (1/2) of the outstanding shares or ownership interests of Lessee shall belong to any persons other than those who own such ownership interests 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. DEFAULTS:** Time is of the essence of this 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 comply with any of the covenants or agreements herein set forth, the Port may elect to terminate this Lease and reenter and take possession of the Premises and all buildings and other improvements located thereon, with or without process of law, provided that Lessee shall first 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. The Port shall have the right to sell such stored property, without notice to Lessee, 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 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 reletting 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 Agreement.

**26. 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

- 27. 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.
- 28. 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.
- 29. SIGNS:** No signs or other advertising matter, symbols, canopies or awnings shall be attached to or painted on the buildings on the Leased 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 Lessee shall be removed by Lessee at its own expense, and Lessee shall repair any damage or injury to the Premises, and correct any unsightly condition, caused by the maintenance and removal of said signs, etc.
- 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:** 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.
- 32. 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.

- 33. SURRENDER OF PREMISES:** At the expiration or sooner termination of this Lease, Lessee shall promptly surrender possession of the Premises to the Port and shall deliver to the Port all keys that it may have to any and all parts of the Premises.
- 34. ATTORNEYS' FEES:** In the event that either party shall commence any legal action to enforce or interpret this Lease, the prevailing party in any such action shall be entitled to an award of all reasonable attorneys' fees and other litigation costs incurred in connection with such action, including costs incurred in the trial court and in any appellate courts.
- 35. HOLDING OVER:** Any holding over by the Lessee after the expiration of this Lease shall be construed as a tenancy at sufferance (unless such occupancy is with the written consent of the Port) in which event the Lessee will be a tenant from month-to-month, upon the same terms and conditions of this Lease, except at a rent for such holdover period of 125% of the rental rate in effect for the month preceding such holdover. Acceptance by the Port of rent after such termination shall not constitute a renewal.
- 36. 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, together with interest at the rate of 12% per annum from the date of the Port's payment.
- 37. LIENS & 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 which would or might constitute the basis for such a lien on the Leased Premises if not paid.
- 38. NOTICES:** All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying party, or officer, agent, or attorney of the notifying party, and shall be deemed to have been effective upon delivery if served personally, including, but not limited to delivery by messenger, overnight courier service or overnight express mail, or upon postmark affixed by the United States Post Office if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To the Port (Lessor):

THE PORT OF PORT TOWNSEND  
Attn: Lease & Contracts Administrator  
PO Box 1180  
Port Townsend, Washington 98368  
(360) 385-0656

To Lessee:

Jefferson Timber Cooperative  
Attn: Cody Wayland  
4037 Hastings Avenue West  
Port Townsend, WA 98368

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed from time to time by written notice given by such party as set forth hereinabove.

- 39. JOINT & SEVERAL LIABILITY:** Each and every party who signs this Lease, other than in a representative capacity, as Lessee, shall be jointly and severally liable hereunder.
- 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 lessees under this Agreement.
- 41. NO AGENCY GRANTED HEREBY:** Lessee is not to be considered, nor in any manner designated as the agent or attorney-in-fact of the Port, and this Lease does not grant to Lessee any authority to act as the Port's agent for any purpose. Any consent granted by the Port for the making of improvements to the Premises or for any other purpose shall not be construed as making the Lessee the agent of the Port, nor shall such consent make the cost of labor and/or materials used in improving the Premises lien-able against the fee estate of the Port.
- 42. CAPTIONS:** The captions in this Lease are for convenience only and do not in any way limit or amplify the provisions of this Lease.
- 43. INVALIDITY OF PARTICULAR PROVISIONS:** 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.

- 44. NON-DISCRIMINATION IN SERVICES:** The Lessee agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, sex or national origin in furnishing, or by refusing to furnish, to such person, or persons, the use of the facility herein provided, including any and 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.
- 45. NON-DISCRIMINATION IN 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 or national origin.
- 46. LABOR UNREST:** Lessee agrees to join with the Port and use its best efforts in avoiding labor unrest, or in the event of a wildcat strike or other labor difficulty, to use its good offices in negotiating and bringing to a swift and satisfactory conclusion any kind of labor dispute that may affect the interests of the Port.
- 47. EASEMENTS:** The Parties recognize that the Port facilities are continuously being modified to improve the utilities and services used and provided by the Port. The Port, and/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 all utility lines, electrical services, and all other services required by the Port for its use. The Port is hereby granted a continuous easement or easements within the Leased Premises to the extent the Port reasonably believes to be necessary, without any additional cost to the Port, for the purposes expressed hereinabove, provided, however: that the Port by virtue of such use shall not permanently deprive the Lessee from its beneficial use or occupancy of its Leased Premises. In the event the Port does permanently deprive the Lessee from such beneficial use or occupancy, then an equitable adjustment in rent, or in 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, then the Port shall reimburse the Lessee for the cost required modifying its Premises for the temporary period that the Lessee is inconvenienced by such Port entry. The Port will not be responsible to the Lessee for any reduced efficiency, or loss of business occasioned by such entry.



- 48. FEDERAL AVIATION ADMINISTRATION REQUIREMENTS:** Lessee agrees that its use of the Premises will be accomplished in accordance with the following covenants:
- a. Level of Service - Compliance with Requirements. Lessee agrees to:
    - i. Furnish services on a fair, equal and nondiscriminatory basis to all users thereof;
    - ii. Charge a fair, reasonable and nondiscriminatory price of each unit of sale or service, provided: that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers;
    - iii. Prevent any use of the Premises which would interfere with landing or taking off of aircraft at JCIA or otherwise constitute an airport hazard;
    - iv. Prevent any operation on the Premises which would produce electromagnetic radiation of a nature which would cause interference with any air navigational or communications aid now or in the future to be installed to serve JCIA, or which would create any interfering or confusing light or cause any restrictions to visibility at the airport.
  - b. Use of Airspace: The Port retains the public right of flight for the passage of aircraft in the airspace above the surface of the real property hereinabove described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in said airspace, and for use of said airspace for landing on, taking off from or operating on JCIA.
  - c. Minority Businesses. Lessee understands that it is the policy of the U.S. Department of Transportation that minority business enterprises as defined in 49 CFR, Part 23, shall have the maximum opportunity to participate in the performance of this Lease as defined in 49 CFR, Section 23.5, and that this Agreement is subject to 49 CFR, Part 23, as applicable. Lessee hereby assures that no person shall be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with 49 CFR, Part 23, on the grounds of race, color, national origin, or sex.
  - d. Fire Protection. Lessee understands and agrees that fire protection services to the airport are provided by East Jefferson Fire Rescue. Lessee further understands and agrees that the Port has no duty under this Lease to provide fire protection for Lessee's buildings, property or equipment located on or upon the Premises. Lessee understands that it is Lessee's responsibility and duty to include the value of its buildings, property and equipment to appropriate County authorities for personal property tax purposes through which fire district service charges are paid. Failure of Lessee to list accurately its improvements or promptly to pay its fire district service charges when due shall constitute a material breach of this Lease.
  - e. Compliance with all FAA Regulations. Lessee agrees to comply with any and all regulations imposed by the FAA and other agencies which govern activities at airports. Any violation of such regulations will constitute a default under this Lease.

**49. DATE OF AGREEMENT:** The parties therefore agree that wherever the term “this Agreement” or words of similar import are used herein, they shall mean the date upon which this Agreement has been duly executed by the Port and Lessee, whichever is the latter to so execute this Agreement. The parties further agree to specify the date on which this Agreement has been executed in the space provided below and warrant and represent to the other that such a date is in fact the date on which each duly executed this Agreement.

Land Lease Agreement dated this \_\_\_\_\_ day of March 2025 as authorized by the Port of Port Townsend Port Commission, on the 12<sup>th</sup> day of March 2025. Land Lease effective the 1<sup>st</sup> day of April 2025, together with receipt of deposit and liability insurance documentation from the Lessee.

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

**LESSEE**

\_\_\_\_\_  
Cody Wayland, Governing Party  
Jefferson Timber Cooperative, Inc.

**ATTEST:**

**PORT OF PORT TOWNSEND (LESSOR)**

**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 CODY WAYLAND 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**

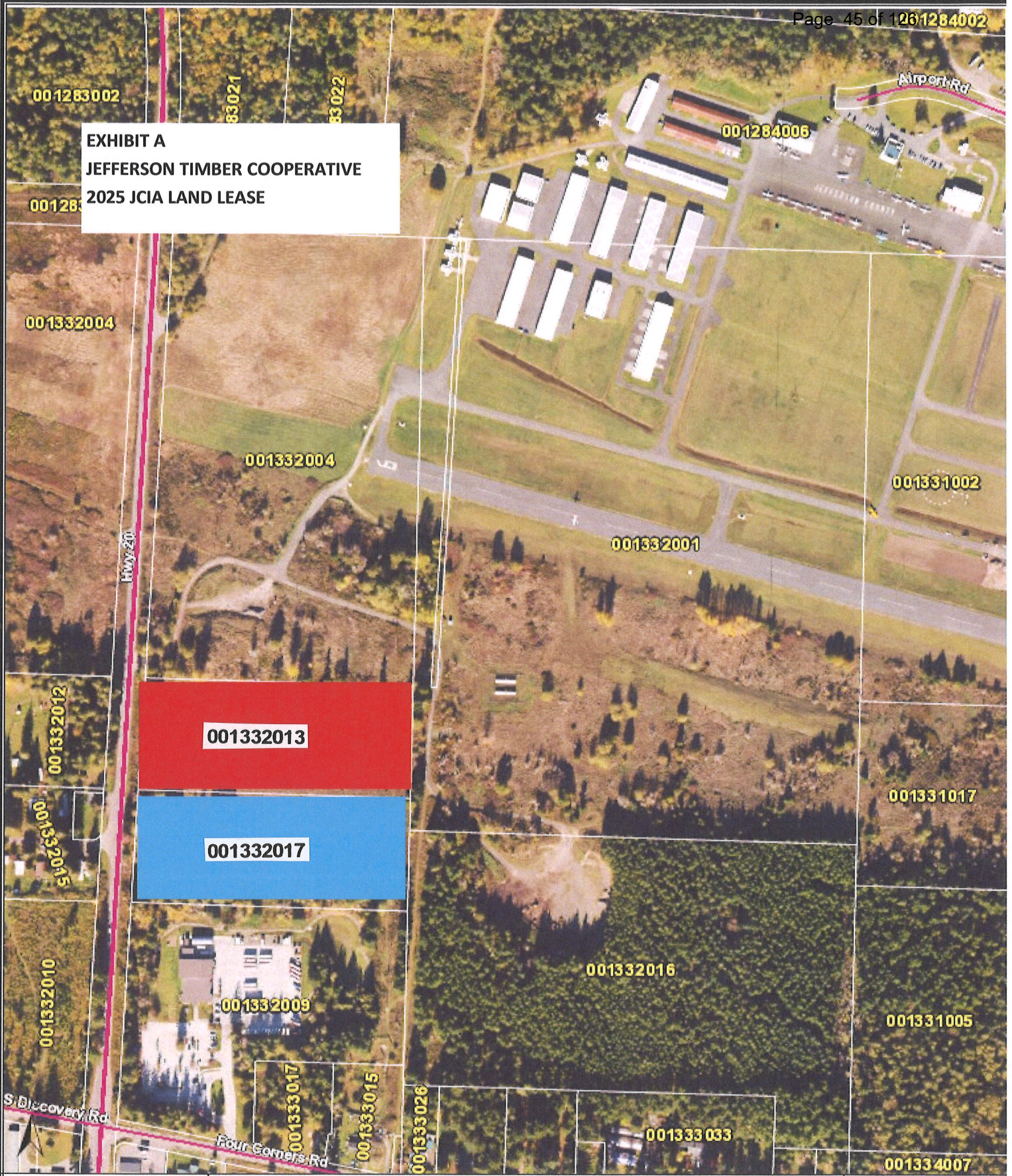
I certify that I know or have satisfactory evidence that ERON BERG signed this instrument and that he is authorized to execute the instrument as Interim Executive Director of the Port of Port Townsend and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned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

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

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

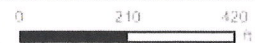
My Appointment Expires: \_\_\_\_\_

**EXHIBIT A  
JEFFERSON TIMBER COOPERATIVE  
2025 JCIA LAND 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: 1:4,514

Date: 3/5/2025

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: March \_\_\_\_ 2025, BETWEEN THE PORT OF PORT TOWNSEND and **JEFFERSON TIMBER COOPERATIVE**, a Washington Cooperative Association.

**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.** Cody Wayland, 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

\_\_\_\_\_  
Cody Wayland, Governing Party  
Jefferson Timber Cooperative

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: **Jefferson Timber Cooperative**

\_\_\_\_\_  
By: Cody Wayland, Governing Party

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

(Attachment No. 2 to Hazardous Substances Rider)

**DECLARATION OF COMPLIANCE**

**Cody Wayland**, 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: **Jefferson Timber Cooperative**

By: \_\_\_\_\_  
Cody Wayland, Governing Party

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

# PORT OF PORT TOWNSEND AGENDA COVER SHEET

<b>MEETING DATE</b>	March 12, 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. E. Resolution No. 839-25 Adoption of the Port of Port Townsend Title VI Compliance Plan & Program
<b>STAFF LEAD</b>	Natalie Toews, Project Administrator
<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. Resolution No. 839-25 Adoption of the Port of Port Townsend Title VI Compliance Plan &amp; Program</li> <li>3. Exhibit "A": Port of Port Townsend Title VI Compliance Plan &amp; Program</li> </ol>

If adopted as part of the consent agenda, no further action is needed. Approval of this item on the Consent Agenda approves Resolution No. 839-25 Adoption of the Port of Port Townsend Title VI Compliance Plan & Program.

Alternative action: Remove from consent for discussion. Move to approve Resolution No. 839-25 Adoption of the Port of Port Townsend Title VI Compliance Plan & Program.

# PORT OF PORT TOWNSEND

## AGENDA MEMO

**DATE:** 3/12/2025  
**TO:** Commission  
**FROM:** Natalie Toews, Project Administrator  
**SUBJECT:** Resolution 839-25 – Adopting the Port of Port Townsend Title VI Compliance Plan & Program

---

### **ISSUE**

1. Should the Commission adopt Resolution 839-25: Adopting the Port of Port Townsend Title VI Compliance Plan & Program?

### **BACKGROUND**

As a recipient of federal financial assistance from a number of federal agencies, including most recently the Maritime Administration (MARAD) of the U.S. Department of Transportation (USDOT), the Port is required to comply with Title VI of the Civil Rights Act of 1964, which provides:

No person in the United States, on the grounds of race, color, or national origin, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

The U.S. Department of Justice (USDOJ), as the federal government’s coordinating agency for Title VI, implemented its Title VI program in 28 C.F.R. Part 42. All federal agencies are directed to enact “rules, regulations, or orders of general applicability” to achieve the statute’s objectives. USDOT implemented its Title VI program in 49 C.F.R. Part 21.

### **DISCUSSION**

The Port of Port Townsend is required to comply with specific assurances in connection with grants issued by its federal agency funding partners, including MARAD, the Federal Aviation Administration (FAA), and others. As a recipient of federal funding, the Port is required to have a Title VI Compliance Plan and Program in place, as well as a designated Title VI/ADA Coordinator.

### **FISCAL IMPACT**

By adopting a Title VI Compliance Plan & Program and appointing a designated Title VI/ADA Coordinator, the Port of Port Townsend’s standing as a candidate for federal grants will be improved, as will its ability to expedite the administration of federal grants in the future. More immediately, adoption of this program is a pre-requisite to executing the Port Infrastructure

Development Program (PIDP) agreement with the USDOT Maritime Administration (MARAD), granting the Port \$800,000 for the Boat Haven Main Breakwater Repair.

**ATTACHMENTS**

- Exhibit “A”: Port of Port Townsend Title VI Compliance Plan & Program

**RECOMMENDATIONS**

1. Motion to approve Resolution 839-25: Adopting the Port of Port Townsend Title VI Compliance Plan & Program.

**RESOLUTION NO. 839-25**  
**A Resolution of the Commission of the Port of Port Townsend**

**ADOPTING THE PORT OF PORT TOWNSEND**  
**TITLE VI COMPLIANCE PLAN & PROGRAM**

WHEREAS, pursuant to Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d *et seq.* (“the Act”) prohibits discrimination on the basis of race, color and national origin in programs and activities receiving federal financial assistance; and

WHEREAS, any entity receiving funding either directly or indirectly from the U.S. Federal Government must ensure that it complies with the requirements of the Act and all applicable implementing regulations; and

WHEREAS, the Port of Port Townsend (the “Port”) routinely seeks and obtains funding assistance from federal agencies including, but not limited to the U.S. Department of Transportation (DOT), Maritime Administration (MARAD), and the Federal Aviation Administration (FAA), as well as the U.S. Department of Commerce, Economic Development Administration (EDA); and

WHEREAS, the Commission of the Port of Port Townsend (the “Commission”) intends that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of the Port’s programs or activities, regardless of funding source; and

WHEREAS, the Port is required to adopt, implement, and periodically update a Title VI Compliance Plan & Program to ensure compliance with the Act; and

WHEREAS, the Port is committed to a policy of non-discrimination in the conduct of its business, including its Title VI responsibilities for the delivery of equitable and accessible facilities and services; and

WHEREAS, the Commission has reviewed and considered the Title VI Program & Plan (which includes a Language Assistance Plan) which is attached hereto as Exhibit “A” and incorporated herein by this reference, and wishes to adopt and implement the same to ensure the Port’s compliance with the Act;

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

1. **Findings:** The recitals above are incorporated into this resolution as findings.
2. **Title VI Compliance Plan & Program Adopted:** The Port Commission hereby adopts the Title VI Compliance Plan & Program which is attached hereto as Exhibit “A.”

**ADOPTED** this 12<sup>th</sup> day of March 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:**

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

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Port Attorney



Exhibit “A” to Resolution 839-25

# Title VI Compliance Plan & Program

Port of Port Townsend

**MARCH 2025**



# Table of Contents

Introduction & Overview.....	3
Demographic Information .....	4
Notification to Beneficiaries/Participants.....	4
Complaint Procedures .....	5
External Lawsuits, Investigations, or Complaints Alleging Discrimination .....	5
Status of Corrective Actions to Address Deficiencies .....	5
Planning and Advisory Board Membership .....	5
Legacy Infrastructure .....	6
Assessment .....	6
Plan for Addressing Non-Compliant Legacy Infrastructure .....	7
Standard Assurances & Compliance Monitoring.....	8
Standard Title VI Assurances & Provisions .....	8
Compliance Monitoring .....	8
Community Participation Plan .....	9
Community Involvement Methods & Strategies.....	10
Language Access Plan .....	13
<b>Attachment A</b> – Notice to Beneficiaries and Participants .....	15
<b>Attachment B</b> – Complaint Procedures .....	16
<b>Attachment C</b> – Complaint Form .....	19
<b>Attachment D</b> – USDOT Order No. 1050.2A .....	21

## Introduction & Overview

The Port of Port Townsend’s mission is to serve the residents of Jefferson County by responsibly developing, maintaining, and stewarding property and facilities to promote sustainable economic growth, to provide community access to Port facilities and services, and to protect and maintain our environment, community resources, and maritime heritage. As a recipient of federal financial assistance from a number of federal agencies, including the U.S. Department of Transportation (USDOT), the Port is required to comply with Title VI of the Civil Rights Act of 1964, which provides:

No person in the United States, on the ground of race, color, or national origin, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

The U.S. Department of Justice (USDOJ), as the federal government’s coordinating agency for Title VI, implemented its Title VI program in 28 C.F.R. Part 42. All federal agencies are directed to enact “rules, regulations, or orders of general applicability” to achieve the statute’s objectives. USDOT implemented its Title VI program in 49 C.F.R. Part 21.

The Port of Port Townsend, a special purpose government which is the recipient of federal assistance, must establish a Title VI compliance program for all sub-recipients, contractors, consultants, and tenants who are direct or indirect sub-recipients of federal funding through the Port. The Title VI/ADA Coordinator is responsible for initiating and monitoring Title VI activities, preparing required reports, and enforcing the requirements of this program.

The Title VI/ADA Coordinator may be contacted as follows:

**Title VI/ADA Coordinator**  
2701 Jefferson St  
Port Townsend, WA 98368  
P.O. Box 1180  
(360) 385-0656  
[civilrights@portofpt.com](mailto:civilrights@portofpt.com)

## Demographic Information

The table below provides an overview of demographic information for Washington State, Jefferson County, and Port Townsend, WA. The information was sourced from 2023 US Census Bureau data (<https://data.census.gov>) and serves as the basis for the actions implemented in this program.

DEMOGRAPHIC OVERVIEW			
Category	Washington State	Jefferson County	ZCTA5 98368 (Port Townsend)
Population	7,705,281	32,977	16,567
Employment.Rate	61.1%	39.6%	39.3%
Median.Age	38.6	59.5	59.5
Disabled.Population	13.9%	20%	20.3%
Foreign_Born.Residents	15.5%	5.3%	5.8%
Poverty.Rate	10.3%	12.6%	12.8%
Not.English.Proficient	7.9%	2.0%	2.8%
Median.Household.Income	\$94,605	\$71,143	\$67,061
RACE AND ETHNICITY			
American.Indian.and.Alaska.Native	121,468	565	172
Asian	730,468	497	286
Black.or.African.American	307,565	207	91
Hispanic.or.Latino	1,059,213	1,305	669
Native.Hawaiian.and.Other.Pacific.Islander	64,933	50	24
Not.Hispanic.or.Latino	4,918,820	28,216	14,206
Other	513,140	518	266
Two.or.More.Races	836,659	2,552	1,329
White	5,130,920	28,588	14,399

## Notification to Beneficiaries/Participants

A Notification to Beneficiaries/Participants, included in this document as **Attachment A**, informing the public of their rights under Title VI of the Civil Rights Act and the Americans with Disabilities Act, has been posted at the following locations on Port property, which are staffed by Port personnel and accessible by members of the public:

- Port of Port Townsend Administration Building
- Boat Haven Moorage Office
- Point Hudson Moorage Office
- Herb Beck Marina Moorage Office
- Point Hudson Pavilion Building

This notice can be located on the Port’s website by navigating to the “Title VI/ADA” page linked in the footer of the homepage or by visiting this URL: <https://portofpt.com/title-vi-ada/>.

## Complaint Procedures

A copy of the Port's Title VI and ADA complaint procedures is available in this document as [Attachment B](#). A copy of the complaint form is included as [Attachment C](#).

The Port's designated Title VI/ADA Coordinator role is held by the Project Administrator. Contact information is provided below and is available on the Port's website at <https://portofpt.com/title-vi-ada/>.

**Title VI/ADA Coordinator**  
 P.O. Box 1180  
 Port Townsend, WA 98368  
 Phone: 360-385-0656  
 Email: [civilrights@portofpt.com](mailto:civilrights@portofpt.com)

## External Lawsuits, Investigations, or Complaints Alleging Discrimination

The Port has not been the subject of any external lawsuits, investigations, or complaints alleging discrimination on the basis of race, color, national origin, or disability within the last five years.

## Status of Corrective Actions to Address Deficiencies

The Port does not have any ongoing civil rights compliance reviews or reviews completed within the last five years.

## Planning and Advisory Board Membership

The Port is committed to a selection process of its non-elected committees and councils that encourages participation and interest from diverse backgrounds and perspectives and does so by employing the following strategies:

1. **Outreach and Recruitment:** The Port actively promotes openings through a variety of channels to ensure broad visibility and engagement. This includes outreach via community organizations, local tribes, social media, and other outlets (please see the [Community Participation Plan](#) for more information on outreach strategies employed by the Port). By reaching beyond traditional networks, the Port seeks to attract an applicant pool that reflects the broader community it serves.
2. **Selection Criteria:** In evaluating candidates for committee membership and service, the Port prioritizes background & lived experience, technical expertise & professional qualifications,

and proximity to impact of the issue for which the council is being convened. This approach prioritizes a wide range of insights and backgrounds so that the Port may make more informed and representative decisions.

3. **Community Partnerships:** The Port has developed relationships with a number [community stakeholder and advocacy groups](#), which has been critical to the recruitment of representative committees. These partnerships expand awareness of opportunities to serve on committees and help disassemble barriers to participation (e.g., lack of awareness or unfamiliarity with the application process).
4. **Transparency and Accessibility:** The Port is committed to making participation as accessible as possible. Information about openings is widely publicized, the application process is designed to be straightforward, and assistance is available for those who may need help navigating it. Additionally, the Port ensures that meeting schedules and formats are accommodating to a variety of needs, including work and family obligations, so that a broader range of individuals can participate.

Through these efforts, the Port aims to create representative decision-making and advisory bodies that welcome diverse perspectives and ensure that its committees reflect the interests and perspectives of the entire community it serves.

## Legacy Infrastructure

The Port recognizes its responsibility and commitment to providing equal access to all individuals, regardless of disability, and is dedicated to complying with the Americans with Disabilities Act (ADA) standards. This ADA Transition Plan outlines the steps the Port will take to ensure that all facilities, infrastructure, and services meet or exceed ADA standards, specifically addressing any legacy infrastructure or facilities that are not yet compliant.

## Assessment

The Port has conducted a thorough review of its existing facilities, including buildings, piers, transportation routes, and public access areas, to identify any legacy infrastructure that may not be fully compliant with ADA standards. This includes:

- Building Access points (e.g., entrance doorways, accessible ramps)
- Parking facilities (pedestrian route of travel, parking spaces, access aisles)
- Restrooms and shower facilities
- Boat Ramps and Handling Floats
- Aviation support facilities (e.g. fueling stations, EV charging facilities)
- Wayfinding signage
- Paths of travel
- Service counters, kiosks, and public amenities

Following this review, the Port has identified certain legacy infrastructure elements that need modifications to meet the latest ADA standards. These facilities may have been built prior to the enactment of the ADA or without full adherence to current accessibility guidelines.

## Plan for Addressing Non-Compliant Legacy Infrastructure

To bring all identified legacy infrastructure into ADA compliance, the Port will implement the following strategies through the adoption and revision of its Comprehensive Scheme of Harbor Improvements (CSHI), Strategic Plan, and 5-year Capital Improvement Program (CIP):

### Incorporation into Capital Improvement Plan

- For all capital improvement projects, ADA compliance will be a primary consideration. These projects will be designed and constructed with accessibility at the forefront, ensuring that all new developments and renovations meet ADA standards and applicable building Codes, including WAC 51-50 and the International Building Code, as adopted by the jurisdiction in which the facility is located (either City of Port Townsend or Jefferson County).
- Legacy infrastructure identified in need of upgrades will be integrated into these capital improvement projects as they are phased into the overall renovation schedule. This will allow the Port to systematically address and replace non-compliant elements without requiring standalone, disruptive work.

### Phased Implementation and Prioritization

- **Priority 1:** Address high-impact areas where accessibility barriers create the greatest challenge to individuals with disabilities. These include critical pathways, high-traffic areas or high-use areas (such as entrances and parking lots), and facilities providing public services.
- **Priority 2:** Focus on upgrading secondary areas, such as service areas, less-frequented paths, or remote facilities.
- **Priority 3:** Complete remaining minor upgrades, such as signage, small repairs, or aesthetic updates to improve overall accessibility.

### Periodic Accessibility Audits

- The Port will conduct biennial accessibility audits to monitor compliance and identify any further issues that may arise due to changes in regulations or shifts in the needs of the community.
- These audits will provide critical feedback for refining the implementation timeline and ensuring that the transition plan remains responsive to evolving requirements.

### Training and Education

- Port staff will undergo ADA training to ensure that all personnel understand their role in maintaining accessible services and spaces.
- This training will help address both physical infrastructure and any programmatic barriers to accessibility.

### Public.Communication.and.Feedback.Mechanism

- The Port will maintain an open communication channel for feedback from the public and users with disabilities. This will help identify areas where accessibility might be overlooked or not fully addressed.
- A Title VI/ADA Coordinator has been established for reporting ADA-related issues or concerns.

The Port is committed to creating a fully accessible environment by incorporating ADA-compliant upgrades in all capital improvement projects. Legacy infrastructure that does not meet current ADA standards will be prioritized, and the Port will systematically incorporate these upgrades over time. This approach ensures that the Port not only meets legal requirements but also serves as a model for accessibility and inclusion.

## Standard Assurances & Compliance Monitoring

The Port of Port Townsend is responsible for monitoring its sub-recipients (e.g., contractors, consultants, tenants) of federal funding for compliance with Title VI non-discrimination requirements.

### Standard Title VI Assurances & Provisions

A copy of the Port's signed USDOT Standard Title VI Assurances & Provisions is included in this document as [Attachment D](#).

### Compliance Monitoring

The Port is committed to ensuring compliance with Standard Title VI Assurances across all its sub-recipients and tenants. The following monitoring framework has been established to ensure that oversight mechanisms are in place, that corrective measures are responsive, and that clear channels of communication are in place to uphold federal non-discrimination requirements:

#### Oversight.Procedures.and.Documentation

- **Pre-Award Review:** Before approving a lease, lease renewal, or contract, the Port reviews applicants' or bidders' Title VI compliance history. Entities must certify compliance by signing the Standard Title VI Assurances & Provisions and submit any required documentation requested by the Port.
- **Grievance Procedure and Policy:** Tenants and contractors are made familiar with the Port's Title VI and ADA compliant process at the time of the execution of an agreement to ensure that members of the public are directed to the Port for recourse in the event of a Title VI or ADA deficiency or violation.

#### Regular.Monitoring.and.Compliance.Reviews

- **Scheduled Compliance Audits:** Tenants or contractors with a history of Title VI non-compliance will participate in scheduled audits conducted by the Title VI/ADA Coordinator for routine review of policies and service practices to ensure compliance with Title VI and ADA.



- **On-Site Inspections:** With the support of the Title VI/ADA Coordinator, the Lease and Contracts Administrator will conduct physical site visits to observe operations, review signage for accessibility, and interview staff and/or community members regarding issues of discrimination in service or access.
- **Bi-Annual Review of Complaints and Grievances:** The Port will conduct bi-annual reviews of Title VI/ADA complaints, including response procedures and resolution outcomes, to ensure any habitually non-compliant tenants, consultants, or contractors are flagged and intervention is initiated in a timely and responsive manner.

#### Identification and Correction of Deficiencies

- **Written Notice and Compliance Plan:** If habitual non-compliance or deficiencies are identified, the Port will provide a written notification of deficiencies, outlining necessary corrective actions and deadlines for resolution.
- **Technical Assistance and Support:** The Port offers guidance and resources as support to the entity to correct deficiencies, including policy templates provided by the Title VI/ADA Coordinator, recommended best practices, and improvements to accessibility to services.
- **Follow-Up Reviews:** After a correction deadline, the Title VI/ADA Coordinator will conduct a follow-up review to verify implementation and compliance. If non-compliance persists, enforcement actions may be considered, such as lease/contract termination.

#### Ongoing Communication and Engagement

- **Public Awareness Campaigns:** The Port ensures that Title VI notices are posted in public areas and on its website so that the public is informed of their rights and that concerning practices or deficiencies of Port tenants and/or contracts are reported to the Port.
- **Feedback Channels:** Tenants, contractors, and members of the public may contact the designated Title VI/ADA Coordinator at the Port to report non-compliance, deficiencies, or seek information and support in adhering and upholding these requirements.

Through this framework of oversight procedures, the Port of Port Townsend is well-equipped to ensure that all tenants and contractors operate in full compliance with Title VI.

## Community Participation Plan

The Port has established public involvement strategies and procedures to accommodate, encourage, and monitor the participation of all members of its constituency with its Community Participation Plan. This plan captures conventional and non-traditional methods of soliciting public involvement already implemented by the Port, as well as additional outreach strategies that the Port intends to immediately incorporate.

These practices ensure that the Port obtains meaningful public participation from diverse viewpoints in our community by:

- employing a wide range of outreach methods (e.g., written, virtual, audio/radio, in-person events, physical publications)
- increasing accessibility to content and events, and
- proactively engaging and involving members of the broader community who do not directly interface regularly with the Port (i.e., community members who are not Port tenants, customers, or belong to partnering organizations).

## Community Involvement Methods & Strategies

### Commission.Meeting.Accessibility

The following strategies have been put in place in an effort to encourage attendance at and participation in Port Commission meetings:

- **Zoom** – Both in-person and virtual attendance options via Zoom are made available for every public meeting.
- **Materials** – Meeting agendas and materials are posted on the Port’s website 5 days in advance. Members subscribed to the Port’s newsletter receive a notification as soon as materials are made available to ensure members of the public have adequate time to review and articulate feedback or concerns.
- **Scheduling** – The Port holds two (2) Commission meetings monthly. In an effort to accommodate a variety of work schedules, the first meeting is held in the late morning & early afternoon and the second monthly meeting is held in the evening.
- **Comment** – Public comment is accepted in writing prior to the meeting, in-person, or via Zoom for virtual attendees. Once Commission meeting materials are posted on the Port’s website, public comment is solicited via email and sent to all newsletter subscribers.
- **Audio/Visual** – The Port has recently invested in a new AV system upgrade to its Pavilion Building at Point Hudson, where Commission meetings are held bi-monthly. These improvements include:
  - High quality audio and visual recordings;
  - Improved in-person attendee experience with audio amplification;
  - Hearing assistance devices made available for those with hearing difficulties as well as hands-on trained personnel available to assist at all meetings; and
  - Auto-generated captions available live for virtual attendees.

### Community.Events

The Port partners with the Production Alliance, a local 501(c)(3) organization with a mission to build community on the Olympic Peninsula, to put on a series of events open to all members of the public. In 2024, the Port sponsored the events listed in the table below. The Port plans to continue hosting those events indicated as occurring annually.

EVENT NAME	DATE	DESCRIPTION
<b>Point Hudson Breakwater Grand Re-Opening</b>	4/24/24	“We couldn’t have done it without you!” celebration with community members and

		partnering agencies to mark the grand re-opening of the Point Hudson Jetty, a nearly two-decade long project with significant community interest, involvement, and support.
<b>Quilcene End of School Party</b>	6/21/24	End of the school year community party held at the Port-owned and operated Herb Beck Marina with games, activities, and a Port information booth.
<b>Airport Day (Annual)</b>	8/3/24	A celebration of aviation at the Jefferson County International Airport (JCIA), owned and operated by the Port of Port Townsend. Includes helicopter and historic aircraft rides, classic car shows, live music, food vendors, face painting, etc.
<b>Boatyard BBQ (Annual)</b>	9/26/24	A recognition and celebration of the marine trades at the Port, as well as a welcome back to the Alaskan fishing fleet.

### Community.Stakeholder.and.Advocacy.Groups

The list below provides an overview of stakeholder groups to which Port staff and commissioners belong:

- Chamber of Commerce – North Hood Canal
- Jefferson County Climate Action Committee
- East Jefferson Underground Coordinating Council
- EDC Team Jefferson – Board of Directors
- EDC Team Jefferson – Public Sector Cabinet
- Food Resilience Committee – Jefferson County
- Incident Management Team (IMT) – Jefferson County
- Joint Growth Management Steering Committee – Jefferson County
- Marine Resources Committee (MRC) – Jefferson County
- North Olympic Development Council (NODC)
- North Olympic Legislative Alliance (NOLA)
- Pacific Coast Congress of Port Managers & Harbormasters Board
- Pilots Association – Jefferson County
- Port Townsend Marine Trades Association (PTMTA)
- Port Townsend Moorage Tenants Union
- Public Infrastructure Fund Committee (PIF) – Jefferson County
- Solid Waste Advisory Council – Jefferson County
- WAMA – WA Airport Management Association
- Washington Finance Officers Associations
- Washington Public Ports Association (WPPA) – Board of Trustees
- WPPA – Finance & Administration Committee
- WPPA – Legislative Committee

- WPPA – Other Committees (Aviation, Economic Development, Environmental, Marina, Public Relations)

#### [The »Port.Report](#)

The Port releases quarterly issues of the “Port Report”, which is published both as an insert in The Port Townsend Leader, as well as made available for free online and in hardcopy form at all Port-staffed locations. The purpose of this publication is to demonstrate to the community how the Port is fulfilling its mission of supporting and growing the local economy, to increase transparency and accountability of government actions, to spotlight and celebrate individuals and businesses at the Port, and to provide in-depth updates on capital projects and other important developments taking place at the Port. To view the most recent issue of the Port Report, please click here: [Winter 2025](#).

#### [»Our.Working.Waterfront](#)

Each month, local radio station KPTZ joins co-hosts Pam Petranek (Port Commissioner, District 1) and Eron Berg (Port Executive Director) to produce an episode of “Our Working Waterfront”, a show focused on bringing the community news and stories centered around current happenings at the Port as well as the marine trades and vibrant maritime culture in Port Townsend and Jefferson County. For more information about the show, please visit the link here: [Our Working Waterfront](#)

#### [Newsletter](#)

Members of the public who navigate to the Port’s website are prompted to sign up for the Port’s newsletter delivered via email. Newsletters are sent whenever events are announced, Commission meeting materials are posted in advance of an upcoming meeting, important updates to the website are made, or blog posts containing Port news and announcements are posted on the website. As of March 2025, the newsletter has 838 subscribers.

#### [»Working.Port;766.Years.of.the.Port. .by.Scott.Wilson](#)

In 2024, to commemorate the centennial anniversary of the Port of Port Townsend, the Port commissioned a local writer and journalist to research and tell the story of how the Port of Port Townsend came into existence in 1924, to describe its evolution over the last century, and how it has earned its reputation today as home to exceptional marine trades businesses, workers, and a thriving maritime culture. In less than a year, more than 1,000 copies have been sold or given away to the members of the community. For more information about the book, please visit the link here: [Working Port: 100 Years of the Port](#)

#### [Student.Tours](#)

At the beginning of each school year, staff and commissioners from the Port of Port Townsend offer tours to Port Townsend High School seniors of the marine trades businesses and Boat Haven boatyard to highlight career paths available to aspiring marine trades workers, as a complement to the K-12 maritime education programs offered by the Northwest Maritime Center.

### Website.™.Social.Media

The Port of Port Townsend leverages its social media accounts (e.g., [Facebook](#)) to keep members of the community engaged with current events at the Port by, including but not limited to, the following methods:

- Sharing capital project progress updates & pictures
- Posting pictures and updates of the vessels hauled in and out of the boatyard
- Highlighting and celebrating accomplishments of marine trades businesses and workers
- Addressing questions or concerns raised in community pages
- Linking to articles featuring the Port or related topics/organizations
- Posting interesting facts or recognizing significant dates in the Port of Port Townsend’s history
- Advertising upcoming events

## Language Access Plan

The Port of Port Townsend has established a Language Access Plan which outlines meaningful access to language assistance services for the segments of the population served by the Port who are Limited in English Proficiency (LEP). These measures ensure that all members of the public may seek Port services or access to Port infrastructure free from limitations due to barriers of communication. The Four Factor Analysis, detailed below, provides the basis for the actions implemented through the Port’s Language Access Plan.

### Four.Factor.Analysis

**Factor #1 – Number or Proportion of LEP Persons in Population:** Based on 2023 US Census data, less than 2% of Jefferson County residents (648 out of 32,473) are Limited in English Proficiency (LEP). Please see the table below for more details:

Language Other Than English	Number	Percentage LEP Population
Spanish	324	50%
Indo-European	98	15%
Asian and Pacific Island	205	32%
Other	21	3%

**Factor #2 – Frequency with which LEP Persons Come into Contact with the Port:** Although the Port serves a customer base beyond the residents of Jefferson County, the Port estimates that the frequency with which LEP Persons are served or encountered to be less than or equal to the percentage represented county-wide (<2%), or very rarely. It is not anticipated that this number would meaningfully increase with the addition of language assistance resources.

**Factor #3 – The Nature and Importance of the Program, Activity, or Service:** The Port of Port Townsend is a special purpose government with a mission to serve the citizens of Jefferson County by responsibly maintaining and developing property and facilities to promote sustainable economic

growth, to provide community access to Port facilities and services, and to protect and maintain our environment, community resources, and maritime heritage. Most services offered by the Port of Port Townsend are opted-into voluntarily by recreational boaters or commercial/industrial marine trades workers. Delay of services is very unlikely to have harmful or life-threatening consequences for an LEP individual.

**Factor #4 – Resources Available and Costs to the Recipient:** There are many resources available to the Port of Port Townsend within its operating budget to meet the need of LEP persons who currently seek Port services, or who would seek Port services with adequate translation and communication resources deployed. These include:

- On-call translation services (verbal and written)
- Telephonic and video conferencing interpretation services
- Translation websites (e.g., Google Translate)
- Translation plug-ins for online Port resources
- Training programs for staff in deploying interpretation resources

#### Language.Assistance.Services

The Port of Port Townsend is investing in the below listed Language Assistance Services following the findings of the four factor analysis above:

- 1. On-Call Verbal Interpretation Services** – The Port has executed a contract with LanguageLine Services for on-call translation (including American Sign Language) services via phone, mobile, and video conferencing, which will be made available at all Port staffed locations, including moorage offices and administration. Key personnel who work in the field will be given access to this technology via the mobile app. LanguageLine offers additional opt-in services which include onsite/in-person interpretation in the event this is necessary (e.g., an interview or meeting).
- 2. Advance Translation of Critical Documents and On-Call Written Translation Services** – Key documents (e.g., job applications) are currently being identified for translation into the top three known languages for Jefferson County. LanguageLine has also been retained for on-demand written translation, with a 2-day notice requirement.
- 3. Website Plug-in** – A translation plug-in has been integrated by the Port’s website developer for easy “one-click” translation functionality available to all visitors. LanguageLine also offers additional website technology options in another pricing tier which the Port is currently researching and evaluating.
- 4. Staff Training** – LanguageLine offers training so that frontline staff are knowledgeable about the resources at hand and are equipped with best practices for connecting our customers with these services. Port frontline staff will be attending this training in 2025.

## Attachment A – Notice to Beneficiaries and Participants

# NOTICE



## Your Rights Under Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act

The Port of Port Townsend (Port) gives public notice of its policy to uphold and assure full compliance with the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964 and related nondiscrimination authorities. Title VI and related nondiscrimination authorities stipulate that no person in the United States of America shall on the grounds of race, color, national origin, sex, age, disability, income level or Limited English Proficiency be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance.

Any person who desires more information regarding the Port of Port Townsend's Title VI and ADA Program can contact the Port's Title VI and ADA coordinator at the address noted below. Any person who believes they have, individually or as a member of any specific class of persons, been subjected to discrimination based on race, color, national origin, sex, age, disability, income level or Limited English Proficiency has the right to file a formal complaint. Any such complaint must be submitted in writing within 180 days of the date of the alleged occurrence to:

**Port of Port Townsend**  
**Attn: Title VI/ADA Coordinator**  
 P.O. Box 1180  
 Port Townsend, WA 98368  
 360-385-0656  
[civilrights@portofpt.com](mailto:civilrights@portofpt.com)

A complainant may also file a complaint directly with the Maritime Administration by emailing [civilrights.marad.dot.gov](mailto:civilrights.marad.dot.gov) or mailing a written complaint to:

**United States Maritime Administration**  
**Office of Civil Rights**  
 West Building, 2nd Floor MAR-130  
 1200 New Jersey Avenue  
 SE Washington, DC 20590

For more information, please visit <https://portofpt.com/title-vi-ada/>  
 or scan the QR code provided.



## Attachment B – Complaint Procedures

### Introduction

The Port of Port Townsend (Port) has established this ‘Complaint of Discrimination’ Procedure as a mechanism for the review and resolution of allegations of discrimination. **These procedures apply to complaints filed under Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act (ADA)** which prohibit discrimination based on race, color, national origin, and disability in any program or activity administered by the Port of Port Townsend or its tenants, sub-recipients, consultants, and/or contractors. Retaliation or intimidation of any kind is also prohibited by law.

These procedures do not negate or limit the right of the complainant to file formal complaints with other state or federal agencies. These procedures are part of an administrative process that does not provide for remedies such as compensatory damages for the complainant.

The Port of Port Townsend serves as a resource for members of the public who wish to file a discrimination complaint under Title VI, ADA, and related statutes. The Port Administration building is located in Port Townsend at 2701 Jefferson St in the Boat Haven Marina and Boatyard. The Port is responsible for conducting counseling and investigations of alleged incidents of discrimination. The complainant, the individual making a complaint, is advised of his/her/their rights under Washington State and Federal laws and is given a copy of this procedure.

### Complaint.Basis

Allegations must be based on protected group status, specifically issues involving race, color, national origin, or disability. A Protected Group is a group of people with common characteristics who are legally protected from discrimination based on that or those characteristic(s).

Protected Group categories and definitions relevant to this procedure:

Category	Definition	Example
Race	The perception based on physical characteristics that a person is a member of a racial group.	Black, White, Native American/Indian.
Color	The color and/or shade of skin within a racial group.	Black, white, dark or light brown, etc.
National.Origin	A group of people who share a common language, culture, ancestry, and/or other social characteristics. Includes discrimination based on heritage or country of original citizenship. Also includes discrimination based on language or accent.	Cuban, Vietnamese, Mexican.
Disability	A disability is an impairment that substantially limits one or more major life activities, a record of such an impairment, or being regarded as having such an impairment.	An individual with visual impairment, or who uses a mobility device like a wheelchair.

### Complaint.Process

Any individual or group of individuals who believe that he/she or they have been subjected to discrimination prohibited by Title VI and ADA nondiscrimination procedures based on race, color, or



national origin (including Limited English Proficiency) or disability may file a written complaint to the Port of Port Townsend. A formal complaint must be filed within 180 calendar days of the alleged occurrence or when the alleged discrimination became known to the complainant.

The complaint must meet the following requirements in that it must:

- Be made in writing or submitted electronically to the Title VI/ADA Coordinator for the Port of Port Townsend;
- Be submitted on the 'Title VI and ADA Discrimination Complaint Form' and signed by the complainant(s);
- Include the full name(s) and address(es) of the complainant(s);
- Include the date(s) of the alleged act(s) of discrimination;
- Include the full name(s), job title(s), and work address(es) of the accused party(ies), if known;
- Include a detailed description of the alleged act(s) of discrimination (specify all issues and circumstances of the alleged discrimination);
- Identify the basis of the complaint (i.e., race, color, national origin, LEP, disability); and
- Include the name(s), address(es) and telephone number(s) of any person who may have knowledge of the alleged incident.

For complaints to be accepted, they must be filed within 180 days of the alleged act of discrimination; meet the above procedures for filing; and allegations must be based on issues pertaining to race, color, or national origin (including Limited English Proficiency).

A complaint may be dismissed if the complainant requests the withdrawal of the complaint; the complainant does not respond to requests for information on or before the date indicated in the request; or the complaint is not timely filed.

In cases where a complainant cannot provide a written complaint, assistance will be provided by the Title VI/ADA Coordinator. However, all complaints must be signed by the complainant or its legal designee. A signature provided by a legal designee must be accompanied by written permission from the complainant.

#### Complaint Investigation

Following the receipt and review of the complaint, the Executive Director or a designee will issue a letter acknowledging receipt of the complaint.

1. The accused party(ies) will be notified that a complaint has been filed against him/her/them **within ten (10) business days of accepting the complaint**. When applicable, the accused party(ies) is/are advised of his/her/their right to representation by the union or any other appropriate representative of his/her/their choice.
2. Barring extenuating circumstances outside of the investigator's control, the investigator will conduct a fact-finding investigation and provide a resolution, if one is possible, **within ninety (90) business days of receipt of the complaint** and notify all involved parties in writing whether there was a violation of Title VI or ADA. This will include notification to the complainant of his/her/their right to appeal the results to the Port.

3. All investigation findings will be reported to the Port's Executive Director or his/her/their designee.
4. Should the complainant elect to appeal the decision, he/she/they must do so in writing to the Title VI/ADA Coordinator **within ten (10) business days after receipt of the complaint resolution** proposed by the Executive Director or investigator designee. Failure to appeal within this period shall be interpreted as acceptance of this resolution.
5. The Executive Director or his/her/their designee will review the case to determine what, if any additional information is needed. If additional information is required from the appellant, he/she/they will be provided reasonable advance notice of a meeting and will be advised of his/her/their right to present relevant information at that time.
6. The Executive Director or his/her/their designee will render a written decision regarding the appeal, **no later than thirty (30) business days from the date of the filing of the appeal** which will be sent to the appellant. Should this decision differ from the findings of the investigation, it will also be sent to all parties involved. The decision of the Executive Director or his/her/their designee is final. However, this does not preclude the complainant from pursuing other means of resolution under Washington State or Federal laws.
7. All records of complaints and dispositions thereof shall be maintained and regularly reviewed by the Title VI/ADA Coordinator, who will pay particular attention to the detection of any patterns in the nature of the complaints. All such records shall be retained on a strictly confidential bases, except where disclosure is required by law.

# Attachment C – Complaint Form

Please find a copy of the Port of Port Townsend’s Title VI and ADA Complaint Form below.

<b>Section I:</b>		
Name:		
Street Address:		
City:	State:	Zip Code:
Phone (mobile):	Phone (work):	
Email:		
Accessible Format Requirements: <input type="checkbox"/> Large print <input type="checkbox"/> Audio Tape		
Please select all that apply <input type="checkbox"/> TDD <input type="checkbox"/> Other (please specify): _____		
<b>Section II:</b>		
Are you filing this complaint on your own behalf? <input type="checkbox"/> Yes* <input type="checkbox"/> No		
<small>*If you answered "yes to this question, please continue to Section III.</small>		
If you answered "no", please supply the name and relationship of the person for whom you are complaining:		
Please explain why you have filed for a third party:		
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party: <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Section III:</b>		
I believe the discrimination I experienced was based on (check all that apply):		
<input type="checkbox"/> Race <input type="checkbox"/> Color <input type="checkbox"/> National Origin <input type="checkbox"/> Disability		
Date of Alleged Discrimination (MM/DD/YYYY):		
Please explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.		

<b>Section IV</b>	
Have you previously filed a Title VI or ADA complaint with this agency?	[ ] Yes      [ ] No
<b>Section V</b>	
Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?	[ ] Yes      [ ] No
If yes, check all that apply:	
[ ] Federal Agency: _____	[ ] Federal Court: _____
[ ] State Agency: _____	[ ] State Court: _____
[ ] Local Agency: _____	
Please provide information about a contact person at the agency/court where the complaint was filed.	
Name: _____	
Title: _____	
Agency: _____	
Address: _____	
Telephone: _____	
<b>Section VI</b>	
Name of Agency Complaint is Against: _____	
Contact Person: _____	
Title: _____	
Telephone Number: _____	

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date required below:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**How to submit this form:**

Send via mail to:      Port of Port Townsend  
 ATTN: Title VI/ADA Coordinator  
 P.O. Box 1180  
 Port Townsend, WA 98368

Submit in person at:      Port of Port Townsend  
 2701 Jefferson St  
 Port Townsend, WA 98368

Send via email to:      [civilrights@portofpt.com](mailto:civilrights@portofpt.com)

## Attachment D – USDOT Order No. 1050.2A

### The United States Department of Transportation

### Standard Title VI/Non-Discrimination Assurances

### DOT Order No. 1050.2A

The *Port of Port Townsend* (herein referred to as the “Recipient”), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), through the **Maritime Administration (MARAD)**, is subject to and will comply with the following:

#### Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 Stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Title IX of the Education Amendments of 1972, as amended, (20 U.S.C. § 1681 *et seq.*), (prohibits discrimination on the basis of sex in education programs or activities);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 *et seq.*), (prohibits discrimination on the basis of disability);
- 49 C.F.R. part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 49 C.F.R. part 27 (entitled *Nondiscrimination On The Basis Of Disability In Programs Or Activities Receiving Federal Financial Assistance*);
- 49 C.F.R. part 28 (entitled *Enforcement Of Nondiscrimination On The Basis Of Handicap In Programs Or Activities Conducted By The Department Of Transportation*);
- 49 C.F.R. part 37 (entitled *Transportation Services For Individuals With Disabilities (ADA)*);
- 49 C.F.R. part 303 (MARAD’s Title VI/Nondiscrimination Regulation);
- 28 C.F.R. part 35 (entitled *Discrimination On The Basis Of Disability In State And Local Government Services*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

Although not applicable to Recipients directly, there are certain Executive Orders and relevant guidance that direct action by Federal agencies regarding their federally assisted programs and activities to which compliance is required by Recipients to ensure Federal agencies carry out their responsibilities. Executive Order 12898 (1995), entitled “Federal Actions to Address Environmental Justice in Minority

Populations and Low-Income Populations” emphasizes that Federal agencies should use existing laws to achieve Environmental Justice, in particular Title VI, to ensure nondiscrimination against minority populations. Recipients should be aware that certain Title VI matters raise Environmental Justice concerns and MARAD intends that all Recipients evaluate and revise existing procedures (as appropriate) to address and implement Environmental Justice considerations. See the following FHWA website for more information and facts about Environmental Justice:

[http://www.fhwa.dot.gov/environment/environmental\\_justice/index.cfm](http://www.fhwa.dot.gov/environment/environmental_justice/index.cfm)

Additionally, Executive Order 13166 (2001) on Limited English Proficiency, according to the U.S. Department of Justice in its Policy Guidance Document dated August 16, 2000 (65 Fed. Reg. at 50123), clarifies the responsibilities associated with the “*application of Title VI’s prohibition on national origin discrimination when information is provided only in English to persons with limited English proficiency.*” When receiving Federal funds Recipients are expected to conduct a Four-Factor Analysis to prevent discrimination based on National Origin. (See also U.S. DOT’s “*Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons,*” dated December 14, 2005, (70 Fed. Reg. at 74087 to 74100); the Guidance is a useful resource when performing a Four-Factor Analysis).

### **General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*“No person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, low-income, or LEP be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from DOT, including MARAD.”*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally-assisted.

### **Specific Assurances**

More specifically, and without limiting the above general Assurances, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted **MARAD Program**:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in 49 C.F.R. §§ 21.23 (b) and 21.23 (e) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations;
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the MARAD Program and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*“The **(Title of Recipient)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner’s race, color, national origin, sex, age, disability, income-level, or LEP in consideration for an award.”;*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations;
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient;
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith;
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property;
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

- 10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, [Name of the recipient] also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the **MARAD** access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by **MARAD**. You must keep records, reports, and submit the material for review upon request to **MARAD**, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[Name of Recipient] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the Department of Transportation under the **MARAD Program**. This ASSURANCE is binding on [insert State], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **MARAD Program**. The person (s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

\_\_\_\_\_  
 (Name of Recipient)

by \_\_\_\_\_  
 (Signature of Authorized Official)

DATED \_\_\_\_\_



## APPENDIX A

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:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Maritime Administration (MARAD, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **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, sex, age, disability, income-level, or LEP 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 Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.
3. **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 Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **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 Recipient or MARAD to be pertinent to ascertain compliance with such Acts, Regulations, 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 Recipient or MARAD, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or MARAD may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **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 Recipient or MARAD 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 Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

### APPENDIX B

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

**NOW, THEREFORE**, the Department of Transportation as authorized by law and upon the condition that the *Port of Port Townsend* will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), the Regulations for the Administration of **Maritime Administration (MARAD) Program**, and the policies and procedures prescribed by the **MARAD** of the Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the *Port of Port Townsend* all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit “A” attached hereto and made a part hereof.

#### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto the *Port of Port Townsend* and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the *Port of Port Townsend*, its successors and assigns.

The *Port of Port Townsend*, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the *Port of Port Townsend* will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI.)

**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER  
THE ACTIVITY, FACILITY OR PROGRAM**

**APPENDIX C**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **Port of Port Townsend** pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the **Port of Port Townsend** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the **Port of Port Townsend** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **Port of Port Townsend** and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to effectuate the purpose of Title VI.)

**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED  
UNDER THE ACTIVITY, FACILITY OR PROGRAM**

**APPENDIX D**

The following clauses will be included in deeds, licenses, permits, or similar instruments/ agreements entered into by the **Port of Port Townsend** pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, national origin, sex, age, disability, income-level, or LEP will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, national origin, sex, age, disability, income-level, or LEP will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, **Port of Port Townsend** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, **Port of Port Townsend** will there upon revert to and vest in and become the absolute property of **Port of Port Townsend** and its assigns. \*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to effectuate the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d *et seq.*), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 *et seq.* and 49 C.F.R. part 303;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 *et seq.*) (prohibits discrimination on the basis of disability); and 49 C.F.R. part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (Pub. L. 97-248 (1982)), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (102 Stat. 28) (“...which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.”);
- Titles II and III of the Americans with Disabilities Act, which 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 (42 U.S.C. §§ 12131 -- 12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination 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. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

# PORT OF PORT TOWNSEND

## AGENDA COVER SHEET

<b>MEETING DATE</b>	March 12, 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>	VII. A. Harbormaster Report
<b>STAFF LEAD</b>	Kristian Ferrero, Harbormaster
<b>REQUESTED</b>	<input checked="" type="checkbox"/> Information <input type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	Informational Memo

# PORT OF PORT TOWNSEND INFORMATIONAL MEMO

**DATE:** 3/12/2025  
**TO:** Port Commission  
**FROM:** Kristian Ferrero, Harbormaster  
**SUBJECT:** Harbormaster Report

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**BACKGROUND**

Operational Data and subsequent revenue lines compiled from 2017 through 2025

**DISCUSSION**

**75T:**  
 During the first two months of 2025, there have been a total of 61 haul-outs, which is 3 fewer than at the same time in 2024. Despite this decrease in the number of vessels hauled, year-to-date revenue is ahead compared to last year. The forecast for March includes 69 vessels scheduled for haul-out and 17 scheduled for launch, resulting in a net increase of 52 vessels by the end of the month.

Year	2018	2019	2020	2021	2022	2023	2024	2025
Jan Hauls	25	42	18	45	22	41	33	32
Feb Hauls	29	29	34	33	38	32	31	29
Mar Hauls	81	73	46	44	58	65	55	
			YID JAN 2024	YID JAN 2025	Variance to prior year	2025 Budget	% of Budget	
70/75 TON - HOIST REVENUE			\$ 14,588.00	\$ 16,860.00	\$ 2,272.00	\$ 382,500.00	4.4%	

Yard occupancy entering 2025 was approximately 3% higher compared to the same time last year and continued to grow through February. With an additional 52 vessels expected by the end of March, total occupancy is projected to reach the high 90% range starting in April. Year-to-date revenue for 2025 also reflects the stronger starting occupancy, totaling \$101,144.00, compared to \$93,023.00 in 2024.

Year	2018	2019	2020	2021	2022	2023	2024	2025								
Jan Occ	44	37%	82	68%	98	82%	109	86%	112	88%	126	99%	102	70%	107	73%
Feb Occ	108	90%	86	72%	109	91%	124	98%	126	99%	126	99%	111	76%	115	79%
Mar Occ	61	51%	104	87%	116	97%	127	100%	127	100%	132	104%	124	85%	0	
			YID JAN 2024	YID JAN 2025	Variance to prior year	2025 Budget	% of Budget									
WORK YARD - YARD REVENUE			\$ 93,023.00	\$ 101,144.00	\$ 8,121.00	\$ 1,366,994.00	7.4%									



**300T:**

Haul-outs on the 300T in 2025 are down compared to previous years, with only 16 hauls in January and February. The average for these two months has typically been 21 vessels. This decline is reflected in the revenue variance, with a \$14,460.00 shortfall through January compared to last year. The forecast for March includes 8 vessels scheduled to haul into the yard and 8 scheduled to launch, resulting in a net change of zero by the end of the month.

Year	2018	2019	2020	2021	2022	2023	2024	2025
Jan Hauls	9	5	12	10	10	9	14	8
Feb Hauls	10	7	11	17	7	13	12	8
Mar Hauls	13	16	10	12	20	17	15	
			YID JAN 2024	YID JAN 2025	Variance to prior year	2025 Budget	% of Budget	
SHIP - HOIST REVENUE			\$ 32,421.00	\$ 17,961.00	\$ (14,460.00)	\$ 271,588.00	6.6%	

While total haul-outs are down, overall occupancy is higher than last year. At this time in 2024, occupancy had declined through February and March. This year, however, occupancy stands at 76% through February, compared to 70% last year. This increase in occupancy is reflected in the revenue variance, which is \$14,948.00 higher than at the same point last year.

Year	2018	2019	2020	2021	2022	2023	2024	2025
Jan Occ	56%	74%	82%	74%	72%	72%	72%	72%
Feb Occ	76%	82%	88%	76%	76%	77%	70%	76%
Mar Occ	83%	98%	92%	74%	88%	82%	68%	
			YID JAN 2024	YID JAN 2025	Variance to prior year	2025 Budget	% of Budget	
BOAT YARD - YARD REVENUE			\$ 38,277.00	\$ 53,225.00	\$ 14,948.00	\$ 462,500.00	11.5%	

**Boat Haven:**

Permanent occupancy at the Boat Haven Marina continues to grow with additional long-term assignments. The assignment process is nearing completion, with occupancy approaching a stable rate of around 97%. Two assignments are still in progress, with the overall goal of maintaining approximately 98% long-term occupancy throughout the year.

Year	2021		2022		2023		2024			2025	
Jan	267	89%	277	93%	302	101%	279	93%	0%	296	97%
Feb	268	90%	276	92%	281	94%	286	96%	0%	295	97%
Mar	266	89%	277	93%	279	93%	279	93%	0%		
			YID JAN 2024	YID JAN 2025	Variance to prior year	2025 Budget	% of Budget				
MOORAGE - PERMANENT			\$ 119,405.00	\$ 124,996.00	\$ 5,592.00	\$ 1,515,952.00	8.2%				

Nightly moorage is slightly ahead of last year, though it is still early in the season, and no clear trends for the year have emerged yet.

Year	2018	2019	2020	2021	2022	2023	2024	2025
Total Transient Nights Billed (ytd)	3985	5301	4297	5297	5088	5273	4271	303
				YID JAN 2024	YID JAN 2025	Variance to prior year	2025 Budget	% of Budget
MOORAGE - NIGHTLY GUEST				\$ 7,528.00	\$ 11,222.00	\$ 3,693.00	\$ 273,000.00	4.1%

**Point Hudson:**

*Total Nights Reserved as Made by Month*

2024 Transient Nights			2025 Transient Nights		
	RV	Moorage		RV	Moorage
Jan	0	0	Jan	3300	261
Feb	4686	984	Feb	4311	499
Mar	5143	1199	Mar		

Nightly RV reservations at Point Hudson were higher in January compared to last year, though still below the average overall. February, however, saw a decrease in nights compared to both 2024 and the average. January’s revenue reflects the increase in nights over last year, with a \$6,346.00 gain, but February’s revenues are expected to offset the variance. Overall reservations for the year are slightly lower than at this time last year, but it's still too early in the season to identify any clear trends.

*Reserved Nights of RV Month to Month*

Year	Jan	Feb	Mar
2015	304	291	244
2016	286	281	392
2017	211	253	349
2018	204	294	430
2019	225	96	389
2020	205	246	213
2021	220	251	477
2022	180	371	454
2023	145	257	534
2024	78	207	393
2025	165	165	223
Variance	-11	-73	-187
6 year average	176	238	410

			Variance to prior year	2025 Budget	% of Budget
	YID JAN 2024	YID JAN 2025			
PTHUDSON - NIGHTLY R.V.	\$ 3,456.00	\$ 9,802.00	\$ 6,346.00	\$ 465,000.00	2.1%

Nightly moorage at Point Hudson has seen an increase compared to last year, thanks to the marina being open rather than closed for the Breakwater Project. Although it's not yet the peak season, it's exciting to host a full range of monthly guest vessels and welcome transient traffic, as demonstrated by a \$15,432.00 and \$3,260.00 revenue increase compared to last year. As with other transient operations, it remains too early to pinpoint any definitive market trends for the year.

*Reserved Nights of Moorage Month to Month*

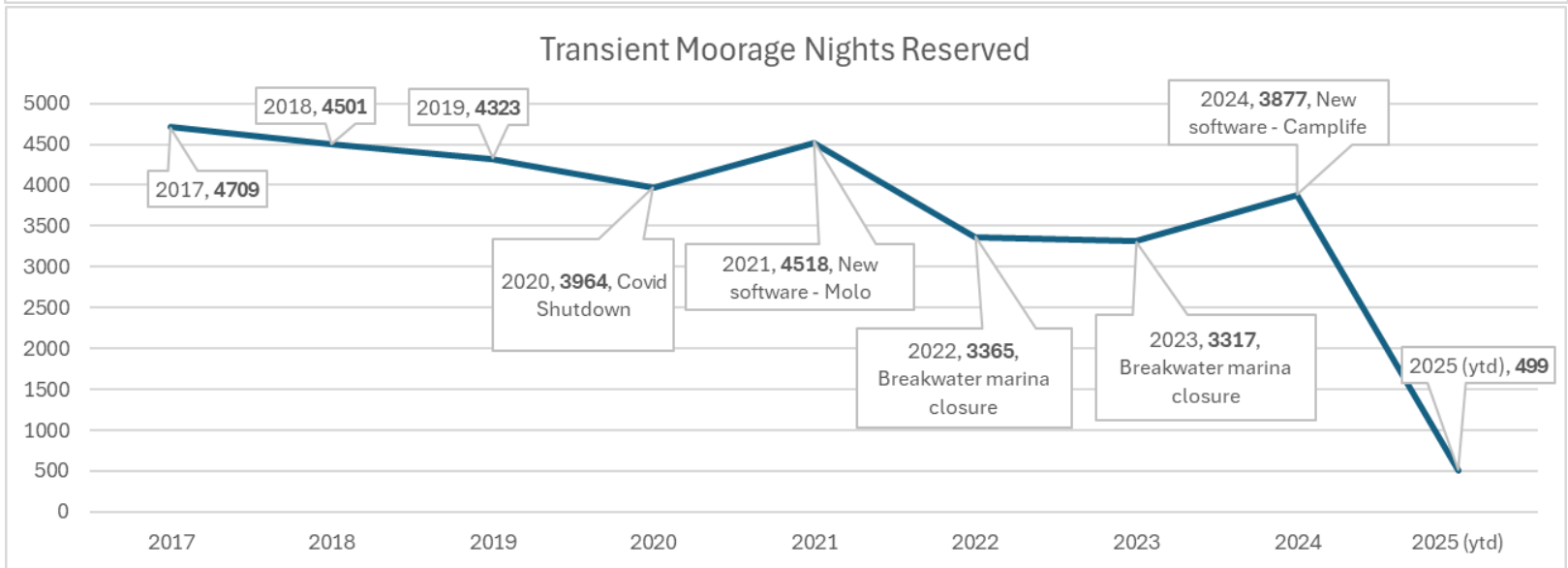
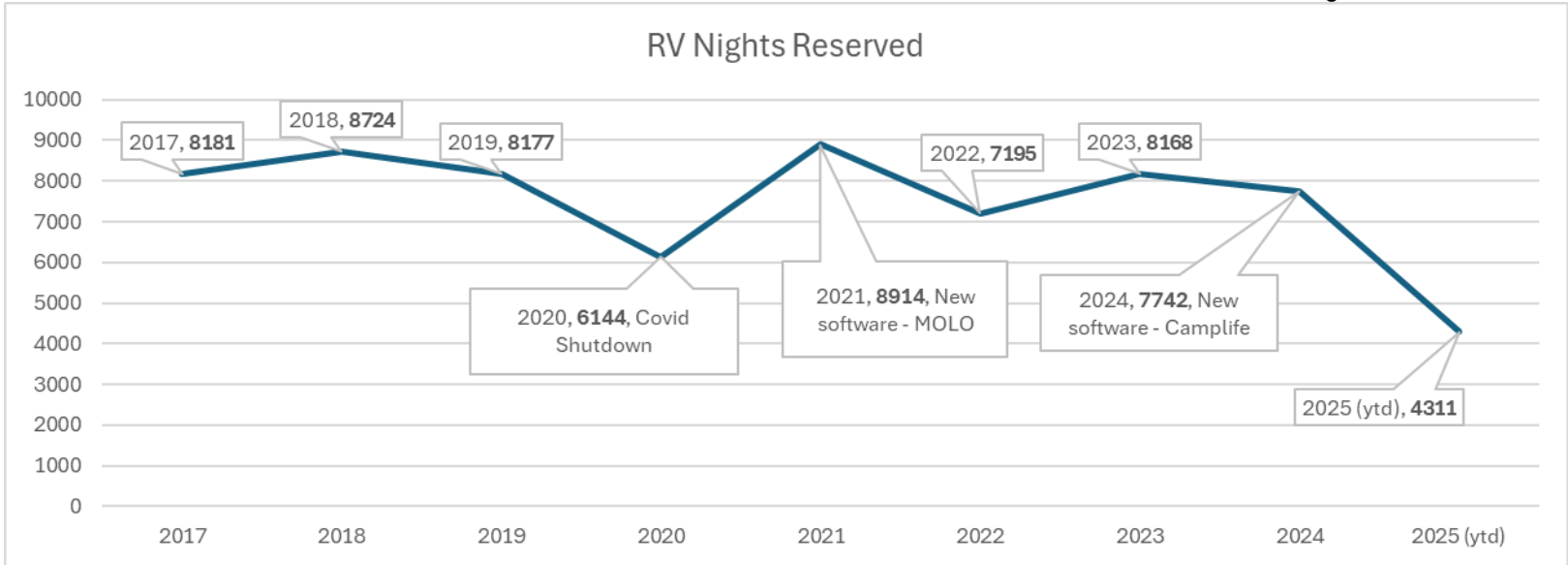
Year	Jan	Feb	Mar
2015	83	104	101
2016	70	92	56
2017	25	60	65
2018	27	28	104
2019	37	33	88
2020	22	64	72
2021	65	52	64
2022	31	29	57
2023	2	37	84
2024	0	0	86
2025	36	12	23
Variance	10	-24	-52
6 year average	26	36	75

	YID JAN 2024	YID JAN 2025	Variance to prior year	2025 Budget	% of Budget
PT HUDSON - MONTHLY GUEST	\$ -	\$ 15,432.00	\$ 15,432.00	\$ 110,000.00	14.0%
	YID JAN 2024	YID JAN 2025	Variance to prior year	2025 Budget	% of Budget
PT HUDSON - NIGHTLY MOORAGE	\$ (191.00)	\$ 3,260.00	\$ 3,451.00	\$ 264,804.00	1.2%

**Identifying trends, changes and norms:**

In recent years, we have witnessed significant changes both within our operations and on a global scale, including world-altering viruses and economic uncertainty. The following graphs highlight key factors influencing the trends we are seeing and the corresponding traffic. Given how recent these factors are, there is a clear need to establish a new benchmark for what constitutes 'normal.' The data from 2024 provided a solid foundation for this baseline, and we hope that 2025 will further contribute to refining it. While compared to previous years it remains important, it is also crucial to understand how these recent events have shaped our baseline.

Internally, all reservations were made by staff prior to 2021, and data was compiled using basic reporting tools, which allowed for a greater margin of error in our reporting. Additionally, the marina closures during the Fall/Winter of 2022/23 and 2023/24 had a significant impact on our nightly and monthly moorage, as well as on our nightly RV occupancy due to construction. Overall, by closely monitoring our operations and maintaining communication with recreational, commercial, and business traffic, we can develop a more accurate understanding of the current trends and models.



**FISCAL IMPACT**  
None.

**RECOMMENDATION**

For discussion, no recommendation.

# January 2025 Year-to-Date Financials

To be added later

# PORT OF PORT TOWNSEND

## AGENDA COVER SHEET

<b>MEETING DATE</b>	March 12, 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>	VII. C. Port-City Interlocal Agreement for Stormwater
<b>STAFF LEAD</b>	Eron Berg, Executive Director
<b>REQUESTED</b>	<input type="checkbox"/> Information <input checked="" type="checkbox"/> Motion/Action <input type="checkbox"/> Discussion
<b>ATTACHMENTS</b>	Informational Memo Interlocal Agreement Sims Way Stormwater

Proposed Action: Motion to approve an Interlocal Agreement (ILA) with the City of Port Townsend to address stormwater.

# PORT OF PORT TOWNSEND

## AGENDA MEMO

**DATE:** 3/12/2025  
**TO:** Commission  
**FROM:** Eron Berg, Executive Director  
**SUBJECT:** Port-City Interlocal Agreement for Stormwater

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### ISSUE

1. Should the Commission approve the attached Interlocal Agreement (ILA) with the City of Port Townsend to address stormwater?

### BACKGROUND

The Port has been working to relocate the City's Sims Way stormwater runoff from the west end of the boatyard since early in the Crockett administration (i.e., around the year 2000). This effort culminated with an agreement in 2012 between the Port and City to work cooperatively to relocate the stormwater and to align the Larry Scott Trail along the bluff to minimize conflicts within the yard.

The Port has been working on a boatyard stormwater upgrade that was publicly bid in late 2024. Bids were favorable, leaving room in the Port's project budget to add additional beneficial stormwater work. This ILA is intended to address the additional work, including ultimate responsibility for maintenance and operations.

### DISCUSSION

Due to excellent bids on the boatyard stormwater project, there is an opportunity to add additional work to the scope of that project which will address a long-standing challenge and improve the Port's ability to maintain clean water from the yard.

The proposed ILA addresses the additional work and commits the Port to spending up to \$1.0M. These dollars are within the current project budget. In addition to constructing a biofiltration swale and outfall for the city's stormwater, this work will fully separate city stormwater from boatyard stormwater, make room for a future expansion of the yard to the west and construct a maintenance access road that could also be used as a trail. This is a wonderful opportunity to advance multiple interests to benefit the community.

The City Council approved the proposed ILA on March 3<sup>rd</sup>; staff recommend your approval at this time.

### FISCAL IMPACT

The work contemplated under this ILA is funded with an appropriation from the State of Washington so other than staff time to administer the project, no additional fiscal impact is imagined at this time.

**ATTACHMENTS**

Draft ILA

**RECOMMENDATIONS**

1. Motion to approve the attached Interlocal Agreement (ILA) with the City of Port Townsend to address stormwater.



**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
THE CITY OF PORT TOWNSEND AND THE PORT OF PORT TOWNSEND  
FOR THE CONSTRUCTION OF STORMWATER FACILITIES**

**THIS INTERLOCAL COOPERATION AGREEMENT** ("Agreement") is made and entered into by and between, the Port of Port Townsend, a Washington municipal corporation and the City of Port Townsend, a Washington municipal corporation (jointly referred to as "the Parties") for the construction of improvements to the Sims Way Stormwater Facility.

**RECITALS**

**WHEREAS**, the Port of Port Townsend is a Washington Municipal Corporation and public agency as defined in RCW 39.34.020(1), herein referred to as "Port;"

**WHEREAS**, the City of Port Townsend is a Washington Municipal Corporation and public agency as defined in RCW 39.34.020(1), herein referred to as "City;"

**WHEREAS**, the Parties find it mutually beneficial to enter into this Interlocal Cooperation Agreement;

**WHEREAS**, the Port owns approximately 40 acres of upland between the Boat Haven Marina and SR 20/Sims Way that is used primarily as an industrial boatyard (the "Port's Property");

**WHEREAS**, the City has responsibility for stormwater collection and treatment, including that from SR 20/Sims Way and the public roadways in the Castile Hill drainage basin (i.e., stormwater catchment area 10(a) as identified in the City's Stormwater Management Plan (2019)), which presently discharges onto the northwest corner of the Port's Property;

**WHEREAS**, stormwater facilities on the Port's Property were originally constructed by WSDOT many decades ago and include an outfall under the old Milwaukee Road Railroad, now the Larry Scott Trail;

**WHEREAS**, most or all of the Port's Property was filled with hydraulic dredge spoils from the construction of the Boat Haven Marina in the mid-1960's by the United State Army Corps of Engineers;

**WHEREAS**, the Parties entered into an Interlocal Agreement on April 27, 1994 (the "1994 Agreement") that allowed the Parties to collaborate on a Puget Sound Water Quality Authority Grant to construct a new stormwater collection and treatment system located on City right of way and the Port's Property;

**WHEREAS**, the Port designed and constructed a new system, including a structure, dissipation swale and discharge in 1995;

**WHEREAS**, the City repaired the same system in 1997;

**WHEREAS**, shortly after the repair and continuing through the early 2000s the Port sought the City's help in relocating the stormwater facility from the Port's Property;

**WHEREAS**, the Parties entered into a settlement agreement on June 13, 2012, as authorized by Port Resolution 575-12 and City Council Resolution 12-022 which committed the parties to “working together to relocate the stormwater” from the Port’s Property;

**WHEREAS**, the Port has the authority to expend funds in conjunction with the City for the construction, upgrade, improvement, or repair of any facility for the elimination of water pollution pursuant to RCW 53.08.040;

**WHEREAS**, the City has the authority to expend funds in conjunction with the Port for the construction, upgrade, improvement, or repair of any stormwater facility;

**WHEREAS**, the Port has obtained funding for, and is in the process of, reconstructing its boatyard stormwater system located at the Port’s Property to comply with the most recently issued Boatyard Stormwater General Permit;

**WHEREAS**, the Port’s stormwater project will function most effectively if the SR 20/Sims Way stormwater is redirected away from the Port’s Property by constructing a linear biofiltration swale and reconstructing the original outfall into Port Townsend Bay;

**WHEREAS**, the Port has grant funding from the State of Washington to construct its new Boatyard Stormwater Treatment Project and, due to favorable bids, also has capacity to concurrently design and construct a SR 20/Sims Way Stormwater Treatment Facility (“the Project”), a preliminary design of which is attached here to as Exhibit “A”;

**WHEREAS**, the Port has developed a preliminary stormwater treatment facility design for the Project based on best available science and Best Management Practice to treat approximately 20-30 acres of impervious surface area in the Castle Hill drainage basin (catchment area 10(a));

**WHEREAS**, because Port Townsend Bay is a receiving water and runoff flow control is not required, the stormwater treatment facility will incorporate a new bypass pipe and outfall designed to accommodate peak runoff flows from the Castle Hill drainage basin (catchment area 10(a));

**WHEREAS**, the City is responsible for regulating new development consistent with the Western Washington Stormwater Management Manual;

**WHEREAS**, the total cost to construct the Project, including the estimated direct costs by the Parties to be incurred during design and construction, is estimated not to exceed one million Dollars (\$1,000,000) (the “Estimated Project Costs”);

**WHEREAS**, following the completion of the Project, the newly constructed and reconstructed facilities will become the property of the City and an access easement to the City will be granted by the Port;

**WHEREAS**, the Parties recognize the importance of proceeding with construction of the Project as soon as is practical, and desire to enter into this Agreement formalizing their respective roles in completing the Project.

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

1. **Cooperation and Project Support.** The Parties generally agree to work cooperatively with one another to complete the Project. This cooperation will include, without limitation, devoting sufficient staff time to design and permitting tasks, including plans and specifications, permit application materials and supporting documentation, managing the construction process, and sharing in construction costs for the Project. Without limiting this general commitment to cooperation, additional specific Project related responsibilities are detailed below.

2. **Project Design and Construction.** The Port shall develop, in consultation with the City, a final design and specifications for the Project (the "Final Design"). The Port shall be solely responsible for entering into a construction contract (the "Contract") with a contractor (the "Contractor") to construct the Project pursuant to the Final Design in compliance with all public works bidding laws applicable to the Port including, but not limited to, Chapters 53.08 and 39.04 (the "Bid Laws") and 39.12 ("Prevailing Wage") RCW.

3. **Construction Contract Administration.** The Parties shall cooperate in administering the Project during construction. Notwithstanding the foregoing:

- The Port shall be primarily responsible for administering the Project including, but not limited to, receiving pay applications and lien waivers, issuing payments to the Contractor, and other similar administrative functions; and
- The Port, with support from the City, shall be primarily responsible for administering the engineering functions for the Contract including, but not limited to, conducting site inspections to ensure the Project is proceeding according to the Final Design and schedule, documenting all of the Contractor's construction activities, reviewing and approving/rejecting pay applications submitted by the Contractor, evaluating and responding to the Contractor's requests for information and change order proposals, and other similar technical/documentation functions.

4. **Responsibility for Construction Costs.**

4.1 As used herein, the term "Construction Costs" shall include any and all amounts: paid by the Port to the Contractor under the Contract, and the Port's direct cost of any permitting fees required for construction of the Project if not paid to the Contractor. The Parties' respective staff time directly attributable to the administration of contracts and any indirect or direct overhead costs are not considered part of "Construction Costs" and are not recoverable from the other Party under this Agreement.

4.2 During the construction phase of the Project, the Port shall pay all Construction Costs required to construct and administer the Project.

4.3 At conclusion of the Project, the Port shall prepare and deliver to the City a report detailing the total Construction Costs paid on the Project and provide backup documentation of the same. This report shall also calculate the "City Share" of the Construction Costs, which City Share shall be equal to one-half (1/2) of the total Construction Costs exceeding one million Dollars (\$1,000,000) plus 100% of the costs associated with a City directed field directive or change order resulting in a cost increase to the Project. The Port will provide notice if the Port directed field directives or change orders will cause the project Construction Costs to exceed \$1,000,000. The City and Port will work together to eliminate or reduce the field directive or change order expense through adaptation of the Project scope or specifications.

4.4 Prior to entering into the Contract under Paragraph 2, the Parties shall agree in writing to proceed, provided, that neither party shall be obligated to proceed to construction if the Contract amount, with contingency, exceeds one million Dollars (\$1,000,000).

4.5 The City shall reimburse the Port the City Share, within the sixty (60) days after receipt of the report set forth in Section 4.3.

4.6 The Contract shall terminate upon notice of non-appropriation of funds by either Party.

5. **Ownership, Repair, Maintenance & Permit Compliance.** Concurrent with recordation of the Easement, as defined below, all right, title, and interest in all components of the Project, including but not limited to, the structures, piping, and outfall, shall automatically transfer to the City, which, except as set forth in Subparagraph 5.1 below, shall have the sole responsibility to repair and maintain all aspects of the Project including, but not limited to, the structures, piping, swales, berms, access road, and outfall from that date forward. Additionally, the City acknowledges that it shall be solely responsible for complying with all ongoing permit terms, conditions and requirements relating to the Project following construction (i.e., permit conditions).

5.1 The City and Port shall inspect the Project for warranty defects prior to expiration of the warranty period, and the Port shall require the Port's contractor to repair the same.

6. **Easement.** Upon Final Acceptance of the Project, the Port will survey the improvements, including the access road, and grant the City a perpetual easement substantially in the form attached hereto as Exhibit "B" (the "Easement").

7. **Future Work.** The Parties recognize that the City will likely become an NPDES Phase II community in the future. The Parties acknowledge that the Project is a Best Management Practice (BMP) facility based on current best available science given the area available for the Project. The Parties agree to work together to facilitate future upgrades to the Project within the easement area should they be required to comply with more stringent NPDES Phase II permitting requirements. The Port agrees to collaborate with the City by providing construction access and staging areas. The City shall be responsible for 100% of the costs associated with any future upgrades to the Project.

8. **Independent Governments – No Liability.** Each Party is and shall remain an independent government. This Agreement does not create a partnership or other similar arrangement. The Parties shall not be liable for the acts or omissions of the other Parties or their respective public officials, employees, or agents.

9. **Term of Agreement.** Except as may be otherwise stated herein, the term of this Agreement shall commence upon execution by both Parties and shall continue until the purposes set forth herein are achieved. In the alternative, the Parties may terminate this Agreement by way of mutual agreement, evidenced by a writing signed by both Parties.

10. **Amendment.** No modification or amendment of this Agreement may be made except by a written document signed by both Parties.

11. **Counterparts and Electronic Transmission.** This Agreement may be signed in counterparts. Electronic transmission of any signed original document and retransmission of any signed electronic transmission shall be the same as delivery of an original document.

12. **Governing Law.** This Agreement and the rights of the Parties hereto shall be governed by and construed in accordance with the laws of the State of Washington, and the Parties agree that in any such action, jurisdiction and venue shall lie exclusively in Jefferson County, Washington.

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

14. **Interpretation.** Each Party has participated in drafting this Agreement and has had this Agreement reviewed by legal counsel. Therefore, any language therein shall not be construed against any Party on the basis of which Party drafted the particular language.

15. **Prior Agreements.** All prior agreements, including but not limited to the 1994 Agreement and the 2012 settlement agreement, related to the SR 20/Sims Way stormwater discharge or facility on Port property are hereby replaced and superseded in their entirety by this Agreement.

16. **Entire Agreement.** This Agreement contains all the understandings between the Parties. Each Party represents that no promises, representations, or commitments have been made by others as a basis for this Agreement which have not been reduced to writing herein. No oral promises or representations shall be binding upon 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 written modification to this Agreement executed by both Parties.

**PORT OF PORT TOWNSEND**

**CITY OF PORT TOWNSEND**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT "A"**

**SR 20/Sims Way Stormwater Treatment Facility – Preliminary Design  
("the Project")**

**[RESERVED]**

**EXHIBIT "B"**

**Easement for SR 20/Sims Way Stormwater Treatment Facility**

Filed for Record at Request of:

CITY OF PORT TOWNSEND  
250 MADISON STREET  
PORT TOWNSEND, WA 98368

DOCUMENT TITLE:

**EASEMENT**

REFERENCE NUMBER OF DOCUMENTS AMENDED:

**N/A**

PORT:

**PORT OF PORT TOWNSEND**

CITY:

**CITY OF PORT TOWNSEND**

ABBREVIATED LEGAL DESCRIPTION (Lot, block, plat or section, township, range):

**[TO BE INSERTED]**

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER(S):

**[TO BE INSERTED]**



## UTILITY EASEMENT

This **UTILITY EASEMENT** (“Easement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **PORT OF PORT TOWNSEND**, a Washington municipal corporation (the “Port”), and the **CITY OF PORT TOWNSEND**, a Washington municipal corporation (the “City”). The Port and City shall collectively be referred to hereinafter as the “Parties,” and individually a “Party.”

### I. RECITALS

**WHEREAS**, the Port owns the real property legally described in **Exhibit 1** attached hereto (the “Port Property”);

**WHEREAS**, pursuant to that Interlocal Cooperation Agreement Between the City of Port Townsend and the Port of Port Townsend for the Construction of Stormwater Facilities dated \_\_\_\_\_, 2025 (the “ILA”), the Port constructed a stormwater facility including, but not limited to, structures, piping, and outfall (the “Stormwater Facilities”) along with related swales, berms, and access road (collectively with the Stormwater Facilities, the “Stormwater System”);

**WHEREAS**, pursuant to the ILA, all right, title, and interest in and to the Stormwater Facilities transfers to the City upon recordation of this Easement;

**WHEREAS**, pursuant to the ILA, with the sole exception of warranted defects found during the first year after construction of the Stormwater System, the City is responsible for all maintenance and repair of the Stormwater System upon recordation of this Easement;

**WHEREAS**, for and in consideration of good and valuable consideration including, but not limited to the terms and conditions of the ILA, receipt of which is hereby acknowledged, the Port hereby grants and conveys to the City a perpetual easement over, under, across, upon, and through that portion of the Port Property described in **Exhibit 2** attached hereto and depicted in **Exhibit 3** attached hereto (the “Easement Area”), subject to the terms and conditions contained herein.

### II. TERMS AND CONDITIONS

**NOW, THEREFORE**, this Easement is granted subject to the following terms and conditions which are covenants running with the land:

1. **GRANT OF EASEMENT.** Port hereby grants and conveys to City a perpetual easement over, under, across, upon and through the Easement Area on the Port Property for the following purposes:

- 1.1. **Stormwater System Purposes.** The City shall have the right to construct, bury, install, operate, inspect, maintain, repair, alter, modify, replace, remove, extend, enlarge, and update to present and future technological and other standards any and all portions of the Stormwater System.
- 1.2. **Public Trail Purposes.** The City shall have the right to allow members of the public to utilize the access road on the Easement Area for non-motorized public

trail purposes; however, in no case shall the City charge the public a fee to utilize such trail on the Easement Area.

2. **RESTORATION OF EASEMENT AREA.** Within a reasonable period of time after any disturbance of the Easement Area by City hereunder, City shall return the Easement Area as close as reasonably practical to its pre-existing condition at its sole cost and expense.

3. **NON-INTERFERENCE WITH CITY'S USE OF THE EASEMENT AREA.** The Port, and its representatives, employees, agents, contractors, licensees, and/or guests, shall not interfere with City's use of the Easement Area for the purposes set forth herein. The Port, and its representatives, employees, agents, contractors, licensees, and/or guests, shall not place nor construct any structure or other improvement on the Easement Area that would limit, hinder, obstruct, or otherwise interfere with City's use of the Easement Area as provided for herein.

4. **LITIGATION.** If, by reason of any default or breach on the part of either Party in the performance of any of the provisions of this Easement, a legal action is instituted, the substantially prevailing Party shall be entitled to an award of its attorneys' fees and costs. It is agreed that the sole venue of any legal action brought under any dispute related to the conveyances and rights herein granted, including, without limitation, the terms of this Easement, shall be in the Superior Court for Jefferson County, Washington.

5. **DEFENSE AND INDEMNIFICATION.**

5.1 To the maximum extent permitted by law, the City shall defend, indemnify and hold the Port harmless against any claim, damage, or liability to the extent caused by the negligent or willful misconduct of the City or its employees, agents, or contractors. Notwithstanding the foregoing, nothing herein shall require the City to defend, indemnify or hold the Port harmless from any liabilities to the extent such liabilities are caused by the negligence or willful misconduct of the Port or its employees, agents, or contractors. **FOR PURPOSES OF THE FOREGOING INDEMNIFICATION PROVISION ONLY, AND ONLY TO THE EXTENT OF CLAIMS AGAINST THE CITY BY THE PORT UNDER SUCH INDEMNIFICATION PROVISION, THE CITY SPECIFICALLY WAIVES ANY IMMUNITY IT MAY BE GRANTED UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW OR ANY OTHER APPLICABLE FEDERAL OR STATE WORKERS' COMPENSATION ACTS. THE INDEMNIFICATION OBLIGATION UNDER THIS EASEMENT 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.**

5.2 To the maximum extent permitted by law, the Port shall defend, indemnify and hold the City harmless against any claim, damage, or liability to the extent caused by the negligent or willful misconduct of the Port or its employees, agents, or contractors. Notwithstanding the foregoing, nothing herein shall require the Port to defend, indemnify or hold the City harmless from any liabilities to the extent such liabilities are caused by the negligence or willful misconduct of the City or its employees, agents, or contractors. **FOR PURPOSES OF THE FOREGOING INDEMNIFICATION PROVISION ONLY, AND ONLY TO THE EXTENT OF CLAIMS AGAINST THE PORT BY THE CITY UNDER SUCH INDEMNIFICATION PROVISION, THE PORT SPECIFICALLY WAIVES ANY IMMUNITY IT MAY BE GRANTED UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW OR ANY OTHER APPLICABLE FEDERAL OR STATE WORKERS' COMPENSATION ACTS. THE INDEMNIFICATION OBLIGATION UNDER THIS EASEMENT 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.**

6. **BINDING EFFECT.** This Easement, and all rights associated therewith, and the covenants (i) shall be perpetual in existence and duration; (ii) shall be considered and construed as covenants running with the land as a burden on the Port Property; and (iii) shall be binding upon, and shall inure and extend to the benefit of, the heirs, executors, administrators, successors and assigns of the Parties hereto.

7. **AMENDMENTS.** Except as otherwise set forth herein, this Easement may not be modified, amended, or terminated except by the written agreement of all Parties.

8. **ENTIRE AGREEMENT.** This Easement contains the entire understanding between the Parties hereto with respect to the subject matter hereof, and supersedes and replaces all written and oral agreements previously made or existing with respect to the subject matter hereof.

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and signed this Easement as of the day and year first above written.

**PORT:**

**CITY:**

**PORT OF PORT TOWNSEND**

**CITY OF PORT TOWNSEND**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

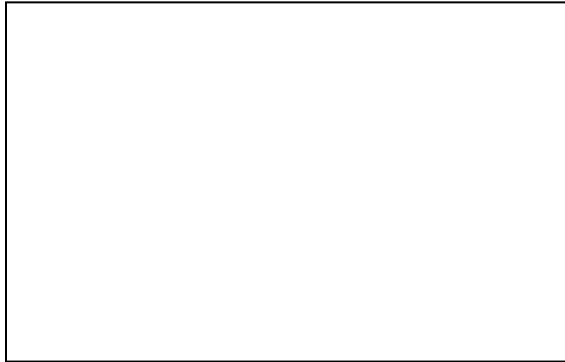
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

*[Notaries on Subsequent Page]*

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF JEFFERSON )

On this day personally appeared before me \_\_\_\_\_ to me known to be the \_\_\_\_\_ of the **PORT OF PORT TOWNSEND**, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument on behalf of the corporation.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington, Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF JEFFERSON )

On this day personally appeared before me \_\_\_\_\_ to me known to be the \_\_\_\_\_ of the **CITY OF PORT TOWNSEND**, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument on behalf of the corporation.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington, Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT 1**  
**LEGAL DESCRIPTION OF PORT PROPERTY**

**EXHIBIT 2  
LEGAL DESCRIPTION OF EASEMENT AREA**

**EXHIBIT 3  
DEPICTION OF EASEMENT AREA**

# PORT OF PORT TOWNSEND

## AGENDA COVER SHEET

<b>MEETING DATE</b>	March 12, 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>• Lease Update</li> <li>• Contract Update</li> <li>• Letter of Support Northwest Maritime Center Vessel Design and Feasibility Study for a Regional Planning Grant</li> <li>• Letter of Support Jefferson Healthcare Port Ludlow Patient Imaging project</li> <li>• Commission Meeting Schedule</li> </ul>



# PORT OF PORT TOWNSEND

## AGENDA MEMO

**DATE:** 3/5/2025  
**TO:** Commission  
**FROM:** Sue Nelson, Lease & Contracts Administrator  
**SUBJECT:** March 12, 2025 Lease Update

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### ISSUE

The purpose of this memo is to keep the Commission informed about existing, planned, and potential leases.

### BACKGROUND

As of the beginning of this month the Port has 43 land leases, 38 building leases, and 58 rental agreements.

### DISCUSSION

#### *New Agreements:*

- Tom Pendley, Port-owned hangar #203, monthly agreement
- Katrina Wolfe, Rent-free Access Period Agreement for building improvements, 1-month Mar 1-31, 2025, "Archive Room", Point Hudson Main Building (Rental Agreement begins in April)
- Puget Sound Voyaging Society, rent begins March 1

#### *Lease/Rental Amendments:*

#### *Exercising Options:*

- Fine Yacht Interiors exercised last of 3 options. Lease expires 5/31/28

#### *Assignments/Assumptions:*

#### *Notice of Lease Termination/Vacation*

- Hudson Point Café, Office #8, Main Building, Point Hudson (termination eff. 4/1/25)

#### *License & Use Agreements:*

- American Legion Post 26 & Veterans of Foreign Wars Post 7498, "The Wall That Heals", traveling Viet Nam Memorial, licensed for display and event at JCIA, Sept 9-15, 2025

#### **MARCH Rent Increases:**

- **CPI Increase (3.7%):** Warren Erickson; Richard Grandy; Jim Piper; Jefferson Co Airport Condo Owners Association; Perpetual Boatworks; Tree Ring; Marine Surveys & Assessments Co-op;
- **Market Rate Increase:**
- **Step Increase:**
- **Recurring Annual License Fee:**

***Leases with 2025 Expiring Terms and No Remaining Options***

- Commanders Beach House, exp 4/30/2025 (continued lease discussions)
- Sail PT, exp 4/30/25 (writing new monthly agreement)
- Hanson of PT, exp 5/31/25
- Pete's Marine Metal, exp 7/31/25
- US Coast Guard, exp 8/31/25
- Puget Sound Express (PH shop), exp 12/31/25
- Chums A Shop by the Sea, exp 11/30/25

***MISCELLANEOUS:***

- The WDFW hunting agreement at the Short Farm ended February 28, 2025. WDFW has been billed the contracted amount of \$8,000.00
- Peaked interest in the former US Customs office

**ATTACHMENTS**

1. 2025 Lease List

**RECOMMENDATIONS**

For information only.

Boat Haven - PROPERTY	MARCH 2025			
LEASE NAME	Lease Amount	Lease Expiration	NEXT CPI/MR STEP Incr.	REMARKS
Admiral Ship Supply	2,664.00	1/31/2030*	2/1/2025	*Exercised last remaining option. Increased premises to 3000 sf.
Andersen Machine Shop	324.56	9/30/2027	10/1/2025	Land lease.
Andersen Machine Shop	68.76	Mo/Mo	6/1/2025	228 sf additional land for storage adjacent shop. 30 day notice for increases.
Armstrong Consolidated LLC (Washington)	17,983.37	Mo/Mo	1/1/2025	30-day notice for rate increases.
Armstrong Consolidated LLC (10th St)	4,278.65	Mo/Mo	N/A	Lease expired 9/30/24. Hold Over rent + 25%/mo. Negotiating new lease.
Armstrong Consolidated LLC (10th St land)	841.95	Mo/Mo	9/1/2025	Land rental-ground in front of building.
Blue Moose Café	888.49	10/31/2026*	11/1/2025	*5-yr option available. 24-mo step to market.
Crown Castle (cell tower)	16,149.96/yr	6/30/2025*	6/1/2025	*One 5-yr option remains. Pay one mo in arrears..
Crown Castle - AT&T Sub-Lease	1,117.52		9/1/2025	Annual lease renewal. 6.5% annual increase 9/2019-9/2022. Pay one mo in arrears.
Eagle Harbor Marine	274.59	Mo/Mo	9/1/2025	Land rental. 30-day notice for rent increases.
EDC Team Jefferson	964.12	Mo/Mo	7/1/2025	2nd floor Nomura Bldg (767 sf). 30--day notice for rent increases.
Fine Yacht Interiors	1,480.53	5/31/2028	6/1/2025	4% max CPI. <b>Exercised last of three options.</b>
Flye, Todd dba On The Flye	435.65	1/31/2028	2/1/2026	New BH Land lease. 3-yr + two 1-yr options.
Haven Boatworks (western/front half)	1,639.66	Mo/Mo	1/1/2026	Former J&S Bldg., Haines St. 30-day notice for rent increases.
Haven Boatworks (eastern/back half)	1,799.97	Mo/Mo	8/1/2025	Back half J&S (former Johnson Fab).
Jefferson County (Commission Bldg)	2,129.29	9/30/2026	10/1/2025	5-yr. 180 day termination notice-either party.
Jeremy Johnson Photography	197.82	Mo/Mo	9/1/2025	2nd floor office #2F, Nomura Building.
Jochems Property Mgmt.	355.85	10/31/2026	1/1/2026	Land lease. CPI every two years, next 1/1/2026.
Katz, Alan	1,144.05	Mo/Mo	6/1/2025	Land lease, business w/temp shelters.
Key City Fish Co. (10th Street-seafood mrkt)	2,783.98	8/31/2028*	9/1/2025	Seafood market. One 5-yr option. Builndg & land lease. CPI-Yr2/MR-Yr 5.
Key City Fish Co. (Haines PL-refrigeration)	983.21	11/30/2029*	12/1/2025	*First of two 5-yr options exercised, extends lease to 11/30/2029.
Kimmel's Crab Shack	2,615.40	4/30/2049	5/1/2025	Land lease.
Marine Surveys & Assessments Cooperative	1,757.30	1/31/2028*	2/1/2026	* One 5-yr option. Annual CPI/MR beg year 3 and every 3 years after. <b>CPI</b>
NW Maritime Center (Marine Thrift)	729.95	1/31/2030*	2/1/2026	New BH Building lease. *5-yr + one 5-yr option.
NW School of Wooden BoatBuilding	641.38	6/30/2026*	7/1/2025	*One 5-yr option available. 25% of prevailing rate. Amend 1 adds non-exclusive kitchen use.
Olympic Crane LLC	60.03	Mo/Mo	2/1/2026	Relocated crane next to Pete's Marine.
Perpetual Boatworks, LLC	1,729.52	Mo/Mo	3/1/2026	Former MRW site. Port may terminate w/i 30 mos with 20 days' notice (BY exp) <b>CPI</b>
Pete Stein & Compass Woodwork	113.39	Mo/Mo	6/1/2025	40'x8' land & 7'x8' land for equipment.
Pete's Marine Metals	1,805.26	7/31/2025	N/A	*Exercised last one-year option.
Port Townsend Fuel Dock LLC	915.65	6/30/2029	N/A	2% flowage fee pays rent. Last 5-yr option exercised 12/14/23
PT Furniture Clinic	733.11	1/31/2030	2/1/2026	New lease. 5-yr + one 5-yr option.
PT Sailing Association	740.82	11/30/2027*	12/1/2025	*5-year, 2 week +5-year option building lease, Annual CPI; MR beg. year 3 and every 3 years.
Port Townsend Shipwrights, Inc.	8,780.46	7/31/2050	8/1/2025	MR incr 8/1/30-every 10 yrs/ann CPI, beg. year 7. Amend 1 & 2.
PT Rigging (Kulin & Vizzini)	589.68	3/31/2030	4/1/2025	Land lease.
PT Rigging	777.00	Mo/Mo	10/1/2025	2,720 sq ft of land, abutting leasehold for rigging work and related storage.
Pt Townsend Yacht Club	295.44	2/28/2026	3/1/2027	Land lease.
Revision Marine	2,581.20	12/31/2029*	1/1/2026	Bldg/Land lease. *One 5-yr option.
Sail Port Townsend	223.02	4/30/2025	N/A	Nomura Office. One year lease.
Sands, Guy & Kim (PT Brewing Co.)	3,963.36	5/31/2026*	6/1/2025	*Two 5-yr options remain. Bldg & Land.
Sands, Guy & Kim (PT Brewing Co)	186.82	Mo/Mo	10/1/2025	600 sf outdoor dining area.
Scow Bay Boats	601.22	9/30/2026	10/1/2025	Land lease-temporary structure. Exercised only 3-year option, 10/1/23-9/30-26.
Sea J's Café (Estate of Florence Jevne)	1,291.54	Mo/Mo	6/1/2025	Mo/Mo Building & Land agreement.
Sitewise Design PLLC	184.78	Mo/Mo	6/1/2025	Mo/Mo building agreement for small office 2-H in Nomura Bldg.
Skookum Corporation	961.34	3/31/2026*	4/1/2025	Annual step increases/*one 5-yr option/renting 3,036 sf lower floor, Nomura Bldg.
Stephens Marine	61.62	Mo/Mo	2/1/2026	Temp storage of equipment. Will move to Jochems building soon.
Sunrise Coffee	2,197.11	9/30/2031*	10/1/2025	*Two 5-yr options available. Deposit balance-6 installments.
Takaki, Jennifer (Marina Café)	760.21	12/31/2026	1/1/2026	5-year lease.
Takaki, Jennifer (Marina Café)	123.30	Mo/Mo	10/1/2025	396 sf outdoor dining area.
The Shop Cooperative	6,326.66	5/31/2026*	6/1/2025	*One 5-yr option. Buildings 2 & 3
The Shop Cooperative	89.60	Mo/Mo	9/1/2025	Land to store 8'x40' storage container, NW corner building 3
The Shop Cooperative	1,198.60	Mo/Mo	11/1/2025	Bldg 1. Will roll this into their main lease in the spring of 2025.
Tree Ring, LLC	156.28	Mo/Mo	3/1/2026	New month/month agreement-small office (2-G) upstairs, Nomura Bldg. <b>CPI</b>
U. S. Coast Guard	5,653.93	8/31/2025		Annual leaseA29:E56 renewal & step increases. SLA 003 extends lease 10 mos thru 7/30/24. Standstill extends to 8/31/25. Will reenter into new a lease agreement.
Welti, Rebecca	\$105.00/1xfee	7/31/24*		*5-yr option available. 24-mo step to market. A32:E59+E10
Yackel Scuba Services	1303.46	6/30/2026	7/1/2025	Lease Assignment (Octopus Gardens Diving). Would like longer term lease.

## PORT OF PORT TOWNSEND LEASE LISTING

Point Hudson - PROPERTY		MARCH 2025			
LEASE NAME	Lease Amount	Lease Expiration	NEXT CPI/STEP Incr.	REMARKS	
Best Coast Canvas	\$ 750.00	9/30/2029*	10/1/2025	1000 sf Armory Bldg. New lease. 5-yr + *one 5-yr option.	
Brion Toss Yacht Rigging	\$ 1,883.20	9/30/2029*	10/1/2025	2443 sf Armory Bldg. New lease. 5-yr + *one 5-yr option.	
Brooks, Cindy	\$ 45.36	Mo/Mo	7/1/2025	54 sf floor in Armory Bldg, wherry storage.	
Cashin, Andrew	\$ 296.89	Mo/Mo	2/1/2026	Office #11-private & smaller. Non-view, Main Bldg.	
Chapin, Steve	\$ 201.60	Mo/Mo	5/1/2025	Storage for 2 20x40 Conex boxes, back-40.	
Chums A Shop by the Sea	\$ 750.00	11/30/2025	N/A	Frmr PH moorage office-Store: local pastries/foods, art & sundries. 1-yr	
Commanders Beach House	\$ 2,510.97	4/30/2025	5/1/2025	Assignment to D & N Dionne.	
Fortune Teller Art	\$ 406.26	Mo/Mo	8/1/2025	Office #2, Main Bldg., Point Hudson. 30 day notice increases.	
Hanson of Port Townsend Inc.	\$ 422.08	5/31/2025*	N/A	Exercised last option. VACATING LEASE 5/31/25. Plans to vacate 1/31/25	
Hudson Point Café (Assigned-Flanigan)	\$ 1,827.32	6/30/2025*	7/1/2025	*One 5-yr option available. Assignment to Flanigan.	
Hudson Point Café Office #8 (Flanigan)	\$ 286.44	Mo/Mo	4/1/2025	Main Bldg. Restaurant storage, non-view office. Rented to Flanigan.	
Hudson Point Café	\$ 124.14			Main Bldg - common area fee-restroom cleaning/stocking	
Impact Naval Architects, LLC	\$ 300.96	Mo/Mo	9/1/2025	Office #1, Main Bldg.	
Marine Resources Consultants Inc.	\$ 546.00	9/30/2025*	N/A	Armory Bldg. New 1-yr lease + *one 1-yr option.	
Marine Science Center	105.00/1 x fee	auto-renew	N/A	Use of Union Wharf for "Guenther" whale display. One-time license fee.	
Mark Kielty Design	\$ 300.96	Mo/Mo	8/1/2025	Main Bldg., small view office.	
Mark Kielty Design	\$ 8.22			PH Main Bldg - common area fee-restroom cleaning/stocking	
Northwest Maritime Center	\$ 1,528.28	6/30/2051	7/1/2025	Amend 1: begin construct by 6/30/2031, compl w/ 12 mos.	
Northwest Maritime Center (Swan Hotel)	545.93/yr	auto renew	6/1/2027	License-encroachment. Port may term w/180-day notice.	
Northwest Maritime Center (Back 40)	\$ 89.60	Mo/Mo	6/1/2025	Rented space in back 40 for storage container for WBF misc.	
Northwest Maritime Center (Armory Bdg)	\$ 420.00	Mo/Mo	10/1/2025	600 sf floor space/storage-Armory Bldg.	
OM LLC	\$ 300.96	Mo/Mo	6/1/2025	Office 10, PH Main Building.	
Puget Sound Express	\$ 1,334.74	12/31/2025	N/A	No options remain.	
Schooner Martha Foundation	\$ 966.53	12/31/2029*	1/1/2026	*Exercised last option.	
SEA Green Partners d/b/a SEA Marine	\$ 2,653.73	4/30/2027*	5/1/2025	*One 5-yr option. Armory Bldg-Upstairs sail loft space.	
Shanghai Restaurant	\$ 2,981.91	10/31/2026	11/1/2025	No options remain.	
Shanghai Restaurant	\$ 174.90			PH Main Bldg - common area fee-restroom cleaning/stocking	
Shannon Partners LLC (SEA Marine)	\$ 3,800.27	9/30/3038	10/1/2025	New lease. Rent increase to set amount 7/1/27; MR/5-years,CPI/annual	
The Artful Sailor	\$ 994.50	11/30/2025*	12/1/2025	Combined 2 shop agreements into 1 yr w/two 1-yr options.	
Doc's/ TNT Restaurants LLC- Salish Grill	\$ 3,545.61	4/30/2027	5/1/2025	Exercised last option. Wants new 10-yr lease. New DBA-was Doc's.	
University of WA - Sea Grant	\$ 729.95	1/31/2030*	2/1/2026	*5-yr lease w/one 5-yr option. Former Port Engineering office.	
Washington Dept. of Fish & Wildlife	\$10,166.08	3/21/2029*	N/A	New lease 4/1/24-3/31/29 + one 5-yr option.	
Washington Dept. of Fish & Wildlife	\$ 1,744.71	Mo/Mo	11/1/2025	Cupola Annex-storage. CPI	
Washington Dept of Fish & Wildlife	\$ 18.65	Mo/Mo	6/1/2025	Small storage area in Sail Loft for spare boat motor.	
Washington Dept of Fish & Wildlife	\$ 32.20	Mo/Mo	7/1/2025	Strip of land N side of Cupola Annex for crab pots, tools, misc.	
Wolfe, Katrina (Archive Room)		3/31/2025		Rent-free access through Mar to make improvements. Rental agreement begins 4/1/25	

JCIA - PROPERTY	MARCH 2025			
LEASE NAME	Lease Amount	Lease Expiration	NEXT CPI/ Step Incr.	REMARKS
A Hangar Condo Association	1,399.44	11/20/2045	12/1/2025	Land lease. Hangars 'E' & 'F'. Amend 2 correct land size.
Aurora Aircraft Maint & Restoratic	631.47	10/31/2026*	11/1/2025	*One 5-yr option remains. <b>Maintenance Hangar</b>
Aurora Aircraft Maint & Restoration		Mo/Mo	N/A	<b>Fuel Concession.</b> Amendment #1: Mo/Mo agreement.
Aurora Aircraft Maint & Restoratic	285.45	Mo/Mo	1/1/2026	Port-owned hangar #201.
Browning, Scott & Lori	110.00/yr	ann. auto renew	8/1/2025	Periodic tree & shrub removal.
Chuljian, David	285.45	Mo/Mo	1/1/2026	Port-owned hangar #205.
Coote, Norman	70.00	Mo/Mo	11/1/2025	T-hangar pad Q-403. Purchased from Dennis Broderon.
Cupp, Stanley	285.45	Mo/Mo	1/1/2026	Port-owned hangar #202.
Dow Jeffery & Jorja	394.76	12/31/2028	8/1/2025	Land lease. Hangar 'D'.
Dyson, Keith	285.45	Mo/Mo	1/1/2026	Port-owned hangar #204.
Eber, Lorenz	80.00	Mo/Mo	1/1/2025	T-hangar pad, #P-404
<b>Erickson, Warren &amp; Karen</b>	<b>232.87</b>	<b>7/26/2057</b>	<b>3/1/2026</b>	Land lease. Hangar '4-B'. <b>CPI</b>
G Hangar Condo Assoc.	720.30	6/9/2047	7/1/2025	Land lease.
<b>Grandy, Richard</b>	<b>232.87</b>	<b>7/26/2057</b>	<b>3/1/2026</b>	Land lease. Hangar '4-A'. <b>CPI</b>
H-Hangar Corp., Inc.	690.48	6/22/2049	7/1/2025	Land lease.
Hangar C Group LLC	768.38	4/30/2053	12/1/2025	Settled 2/25/21: Amend #6: Ext. term.
Huhndorf, Joshua	285.45	Mo/Mo	1/1/2026	Port-owned hangar #101.
Islam, Marc	70.00	Mo/Mo	5/1/2025	Purchased T-hangar from Roethle. #M-406
JEFFCO Hangar Assoc., Inc.	822.85	11/30/2041	12/1/2025	11,369 sf, hangar site 'I'.
<b>Jeff. Co. Airport Condo Owners As</b>	<b>2,386.40</b>	<b>7/26/2057</b>	<b>3/1/2026</b>	Assignment of NW Hangar's Lease for sites #7 & 8. <b>CPI</b>
K-Hangar Assoc. @ JCIA	681.59	4/25/2049	5/1/2025	Land lease.
L Hangar Condo Assoc @JCIA	683.27	10/31/2048	10/1/2025	Land lease.
Lemanski, Tom & Linda	80.00	Mo/Mo	3/1/2025	T-hangar pad, #R-405. 2023 adopted rate applied (8c/sf)
Lemanski, Tom & Linda	70.00	Mo/Mo	2/1/2026	T-hangar pad #O-402
Machida, Steven	285.45	Mo/Mo	1/1/2026	Port-owned hangar #207.
Morrison, Neil/Lark Leasing	205.80	4/30/2053	5/1/2025	Land lease. Hangar 'N-North'.
Morrison, Neil	205.80	4/30/2053	5/1/2025	Land lease. Hangar 'N-South'.
Northwest Custom Hangars, LLC	1,299.51	12/31/2075	1/1/2026	50-YR JCIA land lease, approved 11/26/24.
<b>Pendley, Tom</b>	<b>285.45</b>	<b>Mo/Mo</b>	<b>1/1/2027</b>	<b>Mo/Mo. Hangar #203</b>
<b>Piper, James</b>	<b>232.87</b>	<b>7/26/2057</b>	<b>3/1/2026</b>	Land lease. Hangar '4-C'. Assign fr Hood Canal Aviat. <b>CPI</b>
Port Townsend Aero Museum	441.00	7/31/2052*	5/1/2025	*One 25-yr option. Museum bldg- <b>land lease</b> .
Port Townsend Aero Museum	189.00	7/31/2052*	5/1/2025	*One 25-yr opt. Museum bldg- <b>expan.</b> Amend 3-50% rate
Port Townsend Aero Museum	650.16	7/31/2052*	5/1/2025	*One-25 yr option. Maintenance bldg- <b>land lease</b> .
Port Townsend Aero Museum	298.55	4/30/2053	5/1/2025	M' Hangar. Separate land lease.
Port Townsend Aero Museum	80.00	Mo/Mo	5/1/2025	T-hangar pad, S-400
Port Townsend Aircraft Services	446.74	6/30/2035*	7/1/2025	*Two 10-yr options.
Pratt Sr., David	80.00	Mo/Mo	3/1/2025	T-hangar pad, N-401. 2023 adopted rate applied (8c/sf)
Puget Sound Express-J Hangar Lea	423.20	10/1/2050	10/1/2025	Assignment-Land lease to Puget Sound Express.
Sawasy, Adam	285.45	Mo/Mo	1/1/2026	Port-owned hangar #102.
Spruce Goose (Goosin Around)	273.35	9/30/2029*	10/1/2025	*Two 5-yr options. CPI/MR apply. Assigned 7/1/24.
Station Prairie	645.80	4/30/2072	5/1/2025	Hangar site pad #5. Amend #1 incrsd premises.
Suryan, Richard	285.45	Mo/Mo	1/1/2026	Port-owned hangar #108.
Suryan, Tim	285.45	Mo/Mo	1/1/2026	Port-owned hangar #107.
Unger, James	285.45	Mo/Mo	1/1/2026	Port-owned hangar #208.
Wexman, Scott & Diana Levin	296.45	3/31/2053	4/1/2025	Land lease. Hangar 'O'.
Wilford, Kade		12/9/2024	1/1/2025	Hangar #104.
Young, Wilbur	\$ 275.00	Mo/Mo	3/1/2025	Port-owned hangar #103

## PORT OF PORT TOWNSEND LEASE LISTING

QUILCENE - PROPERTY	MARCH 2025			
LEASE NAME	Lease Amount	Lease Expiration	NEXT CPI/ Step Incr.	REMARKS
Canterbury, Ray	<i>fluctuates</i>	N/A		<i>Water rights.</i>
Coast Seafoods	\$6,628.35	12/31/2039	1/1/2026	Land lease.
Coast Seafoods	<i>fluctuates</i>			<i>Water.</i>
Quilcene Harbor Yacht Club	\$ 593.91	10/31/2027*	11/1/2025	*One 5-yr option. Rent + 106/hrs in-kind labor. Non-exclusive use of deck.
Quilcene Harbor Yacht Club	<i>fluctuates</i>			<i>Water.</i>

CHIMACUM - PROPERTY
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MARCH 2025

LEASE NAME	Lease Amount	Lease Expiration	NEXT CPI/ Step Incr.	REMARKS
Finn River d/b/a Olympic Biochar	\$ 175.00	10/31/2025 <sup>†</sup>	11/1/2025	*Two 1-year options.
Finn River d/b/a The Grainery	\$ 258.42	10/31/2025 <sup>†</sup>	11/1/2025	*Two 1-year options
Flying Knucklehead Ranch	\$ 230.00	11/30/2025 <sup>†</sup>	12/1/2025	*Two 1-year options
One Straw Ranch, Inc.	\$ 758.34	10/31/2025*	11/1/2025	*Two 1-yr options. Farmland & Outbuildings Lease.
One Straw Ranch, Inc.	\$ 78.00	10/31/2025	11/1/2025*	*Two 1-yr options. Farmland & Outbuildings Lease.
<b>Puget Sound Voyaging Society, Inc.</b>	<b>\$ 474.48</b>	<b>Mo/Mo</b>	<b>3/1/2026</b>	<b>"Milking Parlor" and land for project building.</b>
WA Dept of Fish & Wildlife	\$1,000.00/yr	3/31/2025		Wildlife Viewing
<del>WA Dept of Fish &amp; Wildlife</del>	<del>\$8,000.00/yr</del>	<del>2/28/2025</del>		<del>Hunting. Term expired. Port billed WDFW contracted \$8000.</del>
William & Karrie Short - Residential Land Lease	\$ 800.00	8/31/2025		

## PORT OF PORT TOWNSEND INFORMATIONAL MEMO

**DATE:** March 5, 2025

**TO:** Commissioners

**FROM:** Sue Nelson, Lease & Contracts Administrator

**CC:** Eron Berg, Executive Director

**SUBJECT:** **March 12, 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 White Veenstra	2/24/2025-4/1/2025	Property appraisal (50%)	\$1,750.00
Language Line Services, Inc.	2/27/2025-open ended	Language interpretation services	Per published rate sheet
Pacific Rim Marine Surveys	2/28/2025	Survey of F/V Elmore	\$4,980.00



**NORTHWEST MARITIME**

February 14, 2025  
Northwest Maritime  
431 Water Street  
Port Townsend, Washington 98368



Senator Mike Chapman  
402 Legislative Building  
PO Box 40424  
Olympia, WA 98504-0424



**Glosten**



MARITIME  
CONSULTING  
PARTNERS



**MARITIME  
WASHINGTON**  
NATIONAL HERITAGE AREA  
*Shaped by Sea & Story*

Support for a Vessel Design and Feasibility Study for Northwest Maritime

Dear Senator Chapman,

I am writing to express my strong support for the \$450,000 planning grant to design and assess the feasibility of an instructional vessel serving students of the Olympic Peninsula, South Seattle and beyond. This initiative represents a strategic investment in the 24th Legislative District, combining education, workforce development, and economic opportunity to address critical needs in our region.

The planning phase will focus on vessel design, operational logistics, and outreach to local and underserved communities, ensuring equitable access to maritime education. By equipping the next generation with hands-on skills in vessel operations, marine science, and environmental stewardship, this project aligns with the region's priorities for workforce diversity and sustainability.

This effort has the potential to deliver long-term economic benefits to the Olympic Peninsula and Puget Sound, preparing residents for high-paying maritime careers and strengthening local industries. With private philanthropy already supporting this initiative, the state's investment will catalyze future opportunities and partnerships.

I urge you to support this planning grant and help position our region as a leader in innovative maritime education and workforce development. Thank you for your continued commitment to the 24th Legislative District.

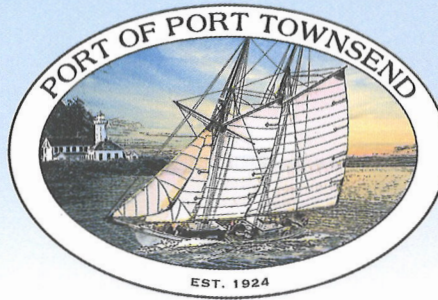
Sincerely,



Alan Stevens  
Alex Gradwohl, Program Director, Maritime  
Washington National Heritage Area  
Andrew Munro  
Anna Johnston  
Arren Day, VP, Port Townsend Shipwrights Co-op  
Barcy Fisher  
Bernard del Valle  
Bob Alexander  
Brad Harris  
Brad West and Carla Main  
Bruce Jones, Chairman, Lake Union Drydock, Co.  
Candy Kerr  
Carol F. McCreary  
Catherine McDade  
Chase Morgan  
Chelcie Liu  
Cheryl E. West  
D. Anna Shaffer  
Dakota Hankin  
Dan & Linda Newland  
David J Pisarcik  
Dianne Roberts & Jim Whittaker  
Dr. David Engle, Treehouse Education Consulting  
Edward Garrahy, PE, C/E, Principal Marine  
Engineer at Glostern  
Elisabeth Mention  
Ellie Meopham  
Ernie Baird, Owner of Baird Boat Company  
Eron Berg, Executive Director, Port of Port  
Townsend  
Genevieve Rubinowitz  
Guy M. Smith, PhD  
Howard Learned  
James R. West  
Jane Gultinan  
Janet Palmer  
Jake Beattie, CEO of Northwest Maritime  
Jock Patton  
Joel Carben, Realtor at Windermere Port Townsend  
John B. Simpson, Ph. D.  
John Sainsbury, Managing Partner, Maritime  
Consulting Partners LLC  
Kathleen Mitchell, Commercial fisherman  
Kirstin Sandaas  
Laurie McKenzie

Leah Mitchell  
LeeAnne Schirato, Northwest Maritime Board  
Member  
Lisa Cartwright, Retired Educator  
Lisa Crosby  
Lynn Terwoerds, Northwest Maritime Board Chair  
Lys Burden  
M. Shea Louthen, Controller, Northwest Maritime  
Marvin Copeland-Griggs, Venue Rentals Manager,  
Northwest Maritime  
Mercedita del Valle  
Meredith Wagner  
Michele Olsen  
Nancy McLachlan  
Nick Reid  
Norm Tonina  
Sigrid Cummings  
P. Rowdabaugh  
Pat Shannon, Owner SEA Marine  
Peter Roney, President, Markey Machine  
Peter Wagner  
Philip Hallin  
Sara Shannon, SEA Marine owner and employee  
Scott R. Vokey  
Scott Wilson  
Shane Meyer  
Toshiko Hasegawa, Port of Seattle Commission  
President

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



Page 123 of 126

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

February 24, 2025

[www.portofpt.com](http://www.portofpt.com)

Mike Glenn, CEO  
Jefferson Healthcare  
834 Sheridan Street  
Port Townsend, WA 98368

Dear Mr. Glenn:

On behalf of the Port of Port Townsend, I am writing to endorse Jefferson Healthcare's Community Project Funding request of \$2.625 million for the Patient Imaging project in Port Ludlow.

Jefferson Healthcare is a trusted partner for our region's health care needs and having enhanced and improved diagnostic imaging for our older and rural population in Jefferson County is a critical need. This initiative extends Jefferson Healthcare's commitment to providing high-quality, patient-centered care to underserved areas, ensuring residents of Port Ludlow and neighboring communities of Brinnon and Quilcene have access to advanced imaging technologies. By addressing the challenges of distance and accessibility, the project aims to allow patients to get imaging services quicker and closer to home which will improve health outcomes such as early cancer detection rates while reducing the burden on patients and their families. The Jefferson project is a \$5 million initiative to bring these services to East Jefferson County and enhance medical access for our community.

The Port of Port Townsend owns and operates significant marine and air-related facilities throughout Jefferson County (boat ramps, three marinas, a boatyard, an airport, and an RV park). In addition to these maritime and aviation business centers, we have over four hundred people working in our Boat Haven location alone many of whom travel from Port Ludlow and the surrounding area. With expanded access to diagnostic imaging, the benefits of having cancer screening and mammography services in Port Ludlow, we will not only reduce costly time away from work but increase the likelihood of a healthier work force.

This project deserves support from the federal government. Jefferson Healthcare has been a crucial community resource during the COVID-19 pandemic and operating at peak levels to keep our community safe. This project represents a sustainable, cost-effective community health investment that will create needed care options for Jefferson County residents needing diagnostic imaging and cancer screening. We are pleased to stand with Jefferson Healthcare in support of this project and urge Congress to include it for funding.

Sincerely,

A handwritten signature in blue ink, appearing to read "Eron Berg", is written over the word "Sincerely,".

Eron Berg  
Executive Director

**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>Wed., Mar. 26</b>	Meeting	Tentatively Cancelled	Pav.	
<b>Wed/Thurs March 26/27 10am-3pm</b>	Retreat		Aero Museum Library 105 Airport Road, PT	
<b>Wed., Apr 9 9:30 am</b>	Workshop		Pav	
<b>Wed., Apr 9 1 pm</b>	Meeting	Commanders Beach House Lease 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 Contract/Lease Update	Pav	
<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 (Conflict for Commissioners)	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	

**Port of Port Townsend  
Upcoming Commission Meetings Calendar 2025 (Tentative Agenda Items)**

<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	
<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	

**Port of Port Townsend  
Upcoming Commission Meetings Calendar 2025 (Tentative Agenda Items)**

<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	
<b>Wed/Thurs. Dec. 24-25</b>		<i>Holiday -Port Offices Closed</i>		