

**PORT OF BREMERTON**  
**BOARD OF COMMISSIONERS**  
**REGULAR BUSINESS MEETING**

**A G E N D A**

August 11, 2020  
10:00 AM

**Remote Access Only**  
**Zoom Meeting ID: 335 903 0010**  
**Zoom Call-In: (253) 215-8782**  
**BKAT Live Stream**

**Call to Order**

**Approval of Agenda**

**Consent Items**

All matters listed under Consent Items have been distributed to each member of the Commission for reading and study, are considered to be routine, and will be enacted by one motion of the Commission with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Items and placed under Action Items by request.

- A. Minutes of the regular business meeting of July 28, 2020.
- B. Payment of checks #81388 through #81389 and #901189 through #901191 and #81394 through #81415 and #E00158 through #E00163 and #901192 through #901195 and #901196 and #81421 through #81467 and #E00167 through #E00174 and #901204 and #901205 and #E00175 and #81468 and #901206 through #901207 and #81472 through #81488 and #E00176 through #E00183 and #E00184 from the General Fund for \$332,736.56; #81390 through #81393 and #E00164 and #81416 through #81420 and #E00165 through #E00166 and #81469 through #81471 from the Construction Fund for \$608,739.93.

**Information Items**

1. WRG Fire Training Systems Presentation– Mike Tinder and Jerry Daniels, Bremerton Training Center

**Citizen Comments:** *Open to the public for comment. Speakers are asked to keep their comments to less than 3 minutes. Please feel free to submit further comments in writing to the Clerk of the Board.*

**Action Items**

1. Land Lease Agreement with WRG Fire Training Simulation Systems, Inc.
2. United States Navy Use Agreement for Port Facilities
3. Short Term Use Agreement with Port Orchard Sea Scouts for Temporary Moorage at Port Orchard Marina

**Staff Reports**

**Commission Reports / New Business**

**Executive Session** *(if necessary)*

**Adjournment**

*Regular business and other meetings that may be attended by members of the Board*

<u><i>Date</i></u>	<u><i>Time</i></u>	<u><i>Meeting</i></u>
<i>08/11</i>	<i>10:00 am</i>	<i>*Commission Regular Meeting via ZOOM</i>
<i>08/18</i>	<i>11:00 am</i>	<i>Kitsap Regional Coordinating Council (KRCC) Executive Committee</i>
<i>08/20</i>	<i>3:15 pm</i>	<i>KRCC TransPOL</i>
<i>08/21</i>	<i>10:00 am</i>	<i>Peninsula Regional Transportation Planning Organization (PRTPO) Executive Board</i>
<i>08/25</i>	<i>1:30 pm</i>	<i>Kitsap Aerospace &amp; Defense Alliance (KADA) Steering Committee</i>
<i>08/25</i>	<i>6:00 pm</i>	<i>*Commission Regular Meeting via ZOOM</i>

*Meetings are subject to change or cancellation*

*\*Denotes events in which two (2) or more Commissioners may attend*

**PORT OF BREMERTON**  
**BOARD OF COMMISSIONERS**  
**REGULAR BUSINESS MEETING**

**MINUTES**

July 28, 2020  
6:00 PM

**Remote Access Only**  
**Zoom Meeting ID: 335 903 0010**  
**Zoom Call-In: (253) 215-8782**  
**BKAT Live Stream**

**Commissioners and Staff Present**

Commissioners  
Cary Bozeman  
Axel Strakeljahn

Staff Members  
Jim Rothlin  
Fred Salisbury  
Sherman Hu  
Arne Bakker  
James Weaver  
Warren Hendrickson  
Ginger Waye  
Anne Montgomery, Atty

**Call to Order**

President Bozeman called the meeting to order at 6:00 p.m. noting that Commissioner Anderson was excused due to being out of town on vacation.

**Approval of Agenda**

**It was moved by STRAKELJAHN, seconded by BOZEMAN to:**

Approve the Agenda as presented.

**MOTION CARRIES, 2-0**

**Consent Items**

- A. Minutes of the regular business meeting of July 14, 2020.
- B. Payment of checks #901185 through #901187 and #E00141 and #81358 and #81360 through #81376 and #E00143 through #E00148 and #E00149 through #E00151 and #81378 through #81387 and #E00152 through #E00156 from the General Fund for \$429,696.74; #81359 and #E00142 and #901188 and #81377 and #E00157 from the Construction Fund for \$263,113.61.

**It was moved by BOZEMAN, seconded by STRAKELJAHN to:**

Approve the Consent Items as presented.

**MOTION CARRIES, 2-0**

## **Citizen Comments - None**

## **Action Items**

1. South Hangar Site Development Plan Public Utilities Construction Agreement  
*Presented by Warren Hendrickson, Airport Manager*

Following the presentation and full discussion which included highlighting revisions to the Attorney-reviewed original contract;

**It was moved by STRAKELJAHN, seconded by BOZEMAN to:**

Approve the revised Airport South Hangar Project Site Development Plan Public Utilities Construction Agreement with the City of Bremerton and Nordland Construction NW and authorize the CEO to execute the contract contingent upon Port Attorney approval of the revisions.

**MOTION CARRIES, 2-0**

Prior to the end of the meeting, Port Attorney Anne Montgomery stated she had the opportunity to review the contract and approved the revisions.

## **Staff Reports**

*Jim Rothlin, Chief Executive Officer*

- Provided status updates on current projects:
  - NE Campus Lot 2 spec building
  - Hwy 3 frontage site development and building
- American Cruise Lines cancelled their cruise season due to COVID-19 so they will not be visiting Bremerton marina this year.
- Attended the virtual Kitsap Public Facilities District (KPF) meeting along with Commissioner Strakeljahn and Port Attorney Montgomery during which the Circuit of the Northwest (CNW) multi-use facility project was discussed.
- Reported on a recent meeting with the Amazon developer and the traffic engineer consultant on the SR3 roundabout at Airport Industrial Way. Still waiting for more information on delays at peak hours so it can be distributed out to our tenants so they can plan their transportation. There was full discussion with the Board on traffic issues along the Highway 3 corridor and the need for planning for the future.
- In response to Commissioner Bozeman's question, Director of Marine Facilities James Weaver stated the Port is in negotiation with PND Engineers for the Port Orchard Marina Breakwater design services.

## **Commission Reports / New Business**

### *Commissioner Strakeljahn*

- Appreciated the comments on the Highway 3 corridor stating he has concerns about the planned roundabout. He requested a workshop/information session with Washington State Department of Transportation (WSDOT).
- Reported on the KPFDD meeting during which there was discussion on the potential funding for improvements to Port property that would support the public and community uses of CNW's multi-use facility. Mr. Rothlin and Attorney Montgomery also commented on the meeting.

### *Commissioner Bozeman*

- Remarked on the COVID-19 situation stating it is no doubt it is not under control in the county; everyone needs to work harder at social distancing and using masks.
- Everyone stay safe and take care of your families.

## **Executive Session - None**

## **Adjournment**

There being no further business before the Board, the meeting was adjourned at 6:32 p.m.

Submitted,

Approved,

Jim Rothlin  
Chief Executive Officer  
August 6, 2020

Gary Anderson  
Commission Secretary  
August 11, 2020

**PORT OF BREMERTON**  
**AGENDA SUMMARY**

Agenda Item No: Action Item #1  
Subject: Land Lease Agreement with WRG Fire Training Simulation Systems  
Exhibits: Lease Agreement  
Prepared By: Arne Bakker, Director of Business Development  
Meeting Date: August 11, 2020

**Summary:**

WRG Fire Training Simulation Systems, INC., a corporation under the laws of the State of Oregon has run its world class operations in Bremerton for the last few years and in 2018 expressed interest in relocating to the Olympic View Industrial Park. WRG has looked at different options and subsequently decided that the Port of Bremerton would be their new home.

Port staff has been in negotiations with WRG Fire Training Simulation Systems, INC., The lessee wishes to lease property off Barney White Road consisting of approximately 7.8 acres to construct a new, World Class fire training facility. The facility will include the relocation of existing facilities (training modules) most of which resemble compartments on Navy vessels. The facility will include the assembly of a modular live fire and search and rescue marine trainer which is 30 feet tall and 125 feet long. This facility is the primary training apparatus to meet Navy standards. The facility will have 2 classroom modules, 1 office module, changing module, breathing air and air pack storage module, maintenance module, wash and laundry module, and restroom module. The facility has a full-time operational staff consisting of maintenance, director, training programmer, and staff training officers. The facility continues to have the highest safety rating and delivery of instruction of all 9 US Navy Surface Warfare Officer School Facilities. The lessee intends to employ 50 persons.

The initial term will be for the period of 5 years and 4 months commencing on September 11, 2020 and is set to expire on December 31, 2025. WRG requests the option of four (4) successive terms of five (5) years each with the Port of Bremerton. The negotiated lease rate commencing in September 1, 2020 will be \$4,940 per month with annual CPI increases.

Port staff has completed its financial and reference checks and finds the company in good standing. The Port Attorney has reviewed the lease document.

**Fiscal Impact:**

None

**Recommendation:**

Staff recommends the approval of the lease between the Port of Bremerton and WRG Fire Training Simulation Systems, Inc.

**Motion for Consideration:**

**Move to approve the lease agreement between the Port of Bremerton and WRG Fire Training Simulation Systems, Inc.**

MONTH-TO-MONTH  
LEASE AGREEMENT

BETWEEN

WRG FIRE TRAINING SIMULATION  
SYSTEMS INC.

AND

PORT OF BREMERTON

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**PORT OF BREMERTON  
MONTH-TO-MONTH  
LEASE AGREEMENT**

THIS AGREEMENT is made and entered into as of the 8th day of June, 2020, by and between the **PORT OF BREMERTON**, a Municipal Corporation organized under the laws of the State of Washington (hereinafter "Port"), and **WRG FIRE TRAINING SIMULATION SYSTEMS, INC.**, a Oregon State Corporation (hereinafter "Lessee").

**WITNESSETH:**

**WHEREAS**, the Port represents that it is the owner and operator of the Olympic View Industrial Park, subject to the conditions in that certain instrument recorded under Kitsap County Auditor's File No. 477805 and has the right to enter into this lease; and

**WHEREAS**, the Port desires to lease certain property to Lessee located within the Olympic View Industrial Park and Lessee desires to lease from the Port that property, all upon the terms, conditions, and provisions set forth below.

**1. PREMISES**

**1A. *Property and Premises***

The real property subject matter of this Lease is described in **Exhibit "A"** attached hereto and made a part hereof (hereinafter "Premises"). The Premises consist of approximately 1.19 acres, more or less, which is graphically depicted for illustrative purposes on the diagram attached hereto as **Exhibit "B"** and made a part hereof. As used herein, the term "Premises" includes the real property and improvements now existing or hereafter constructed or installed on the property. Lessee has examined the Premises and accepts the same in their present condition, "as is".

**2. TERM.**

**2A. *Initial Term***

The Port leases the Premises to Lessee and Lessee leases the Premises from the Port for a term of one month commencing on the 8TH day of JUNE, 2020, and terminating on the 31ST day of MAY, 2021, and continuing on a month to month basis for no longer than twelve (12) months, unless sooner

terminated as provided in this Lease, or upon thirty (30) days written notification by either the Port or the Lessee.

**2B. Possession**

Lessee is entitled to possession of the Premises as of the Effective Date.

**3. RENTAL**

**3A. Base Rent**

Lessee shall pay the Port as "Base Rent" rental in the amount of **\$\_753.67\_** per month, in advance, commencing on the **1st day of \_JULY\_, \_2020\_**, and adjusted as hereinafter provided. In the event that Lessee occupies the premises prior to the Term date, Lessee agrees to pay a pro-rata rate of **\$\_24.79\_** per day for the days occupied.

**3B. Additional Rent**

As additional rent, Lessee shall pay any applicable leasehold tax (currently 12.84% as of effective date) and property taxes or assessments, general or special, in connection with the Premises or any improvements on the Premises.

**3C. Late Payments**

In the event any rental payment is not made within ten (10) days of its due date, Lessee shall also pay the Port a late payment charge in the amount of \$50.00 for each such delinquent rental payment, together with interest on the delinquent total at the rate of eighteen percent (18%) per annum or a minimum of twenty dollars (\$20.00) per month until the delinquency is cured. The acceptance of rent by the Port for any period or portions thereof after default by the Lessee shall not constitute a waiver of the default unless the Port so notifies Lessee in writing. The Lessee agrees that the Port shall have a lien against all assets of the Lessee located on the Premises or used in connection with the Lessee's occupation of the Premises for all rents, charges, interest and fees payable under this Lease, and the Lessee further agrees that it shall not remove any of said assets from its locations until all such charges and fees payable under this Lease are paid in full.

**4. USE OF THE PREMISES**

Lessee shall use the Premises for the following purposes(s): **\_Lay down area for operating equipment\_**. Lessee shall not use the Premises for any other purposes without the prior written consent of the Port. The Lessee shall observe, abide and comply with any and all applicable federal, state or local laws, rules or regulations that affect the Premises, as well as all of the Port's rules and regulations applicable to the Olympic View Industrial Park as they are now formulated, or as they may be re-formulated in the future.

Lessee shall not allow any illegal or unlawful activities on the Premises. Nothing herein shall be deemed or construed to grant Lessee any exclusive right or interest to conduct the type of business or activity permitted hereunder.

## **5. OBLIGATIONS OF LESSEE**

During the term of this Lease or any extensions thereof, the Lessee shall:

### **5A. Expenses**

Pay all costs and expenses associated and in connection with the use of the Premises and the rights and privileges herein granted, including, but not limited to, leasehold and other taxes, permit fees, license fees, and assessments lawfully levied or assessed upon the Premises or the improvements and other property on the Premises. The 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.

### **5B. Maintenance**

Keep and maintain the Premises in neat, clean, sanitary and safe condition and repair. The Port shall be the sole judge of the quality of maintenance and repair of the Premises and upon written notice by the Port to the Lessee, the Lessee shall be required to perform whatever maintenance and repair the Port deems reasonably required. If the maintenance and repair 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 and repair, the cost of which shall be charged to and borne by the Lessee. Said amount(s) shall be paid by the Lessee as an additional rent on the next due date after receipt of notice as to the amount(s) thereof.

### **5C. Rubbish**

Properly dispose of all rubbish, garbage, and waste in a clean and sanitary manner at reasonable and regular intervals and assume all costs of extermination and fumigation for any infestation caused by Lessee.

### **5D. Use of Utilities**

Properly use and operate all electrical, gas, heating, plumbing, and other fixtures and appliances that are or may be available for use by the Lessee.

### **5E. Damage**

Not intentionally or negligently destroy, deface, damage, impair, or remove a part of the Premises, its appurtenances, facilities, equipment, furniture, furnishings, appliances, or fixtures, nor permit any person, whether family, invitee, licensee, or otherwise, acting under control of the Lessee to do so.

**5F. Nuisance**

Not permit any nuisance or common waste on the Premises.

**6. IMPROVEMENTS/ALTERATIONS**

The Lessee shall not make any improvements or alterations to the Premises without the express, prior written consent of the Port, which consent shall not be unreasonably withheld. Any improvements or alterations shall become the property of the Port upon the termination of this Lease (except trade fixtures and equipment which may be removed by Lessee at its own cost and expense, and Lessee agrees to and shall make any repairs to the Premises necessitated by the removal). If the Lessee intends to make changes in the Premises, Lessee shall submit plans to the Port no less than thirty (30) days before the commencement of such changes. Upon completion the Lessee shall provide the Port with "as built" diagrams and specifications for its records. The Lessee agrees that it is solely responsible for and shall secure all permits required in connection with any construction and improvements and pay the required fees therefor. The Lessee agrees that all construction, improvements, and maintenance shall be paid for by the Lessee and be made in conformance with the provisions of all applicable laws, rules, codes, and regulations. It is further agreed that all leasehold improvements shall be kept in condition so as to meet the requirements of applicable laws, rules, codes and regulations at all times. Upon receiving all necessary approvals of its plans and specifications, the Lessee shall engage one or more qualified contractors to construct said improvements. Other provisions: \_\_\_\_\_

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The Port does not assume any responsibility for compliance with the foregoing requirements or the improvements/alterations made.

**7. SIGNS**

**7A. Installation of Signs**

Lessee shall have the right, at its own expense, to place in or on the Premises a sign or signs identifying the Lessee. Said sign or signs shall be of a size, shape, and design, and at a location or locations, approved by the Port in writing and in conformance with any overall directional graphics or sign program, codes, rules or regulations established by the Port or any other governmental entity having jurisdiction over the Premises, including, but not limited to, City of Bremerton. Said sign or signs shall be kept presentable and in good repair. Notwithstanding any other provision of this Lease, said sign or signs shall remain the property of the Lessee.

**7B. Removal of Signs**

The Lessee shall remove, at its expense, all lettering, signs, and placards so erected on the Premises at the expiration of the term of this Lease. If the Lessee

violates this provision, the Port may remove the sign or signs without any liability, and may charge the expense incurred by such removal to the Lessee, which expense Lessee shall pay within ten (10) days of receipt of notice thereof. Provided, however, that the Port shall give the Lessee written notice of the Lessee's violation of this provision, and Lessee shall have forty-eight (48) hours after receiving said notice to comply before the Port removes said sign(s).

## **8. AIRSPACE**

Lessee hereby grants and conveys for the use and benefit of the public a right of way over the Premises for the unobstructed passage of all aircraft ("aircraft" being defined for the purpose of this Lease as any contrivance now known or hereafter invented, used or designed 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.

### **8A. Airport Noise**

In addition, this easement grants 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 the Bremerton National Airport. The Lessee does hereby fully waive, remise, and release any right or cause of action which they may now have or which they may have in the future against the Port, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused by the operation of such aircraft.

### **8B. Airspace Obstructions**

In addition, this easement includes the continuing right of the Port to prevent the erection of or growth upon the Premises of any building, structure, tree, or other object extending into the air space which would constitute an obstruction to said air space in accordance with Federal Air Regulation Part 77 (or its successor law, rule or regulation). The Lessee for themselves, their heirs, personal representatives, successors, and permitted assigns, do hereby agree that for and during the life of this Lease they will not erect, permit the erection of, or permit or suffer to remain upon the Premises any building, structure, tree or other object extending into such airspace. In addition, Lessee agrees that it shall not use, permit or suffer the use of the Premises in such a manner as to create electrical or other interference with radio communications between any installation upon the Bremerton National Airport 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 to endanger the landing, taking off or maneuvering of aircraft.

## **9. UTILITIES**

The Lessee, at its own expense, shall provide for and make connections to all utilities that it requires to serve the Premises. Lessee shall be responsible for electrical, water, and/or

gas utilities, billed by the Port which may be a pro-rata share (\_\_\_\_%) of total utility charges. Any on-site utility improvements within the Premises shall be the sole responsibility of Lessee, including, but not limited to, all design and construction costs. Lessee shall pay all charges for utilities and services provided to the Premises prior to delinquency.

## **10. HAZARDOUS SUBSTANCES**

As used in this Lease, the term "Hazardous Substance" means any hazardous, toxic, dangerous or extremely dangerous substance, material or waste, which is or becomes regulated by the United States Government, the State of Washington, or any local governmental authority. The term includes, without limitation, any substance containing constituents regulated as specified above. The term "release" shall be defined as provided in 42 U.S.C. 9601 and RCW 70.105D.020, as amended. In the event a conflict exists between the two definitions, the broader definition shall apply. For purposes of this Lease, the term release shall also include a threatened release. During the term of this Lease, or any extended term:

### ***10A. Storage and Use, etc.***

Lessee shall not use, store, treat, generate, sell or dispose of any Hazardous Substances on or in any manner that affects the Premises, improvements, common areas, or any areas adjacent thereto, without the prior written consent of the Port.

### ***10B. Compliance***

The Lessee shall, at its sole cost and expense, comply with all laws, statutes, ordinances, regulations, rules, and other governmental requirements regarding the proper and lawful generation, use, sale, transportation, storage, treatment, and disposal of Hazardous Substances (hereinafter "Laws") on the Premises or in any manner that affects the Premises.

### ***10C. Right of Entry***

The Port or its designated agents may, at the Port's sole discretion and at reasonable times, enter upon the Premises for the purpose of monitoring Lessee's activities or conducting environmental testing and sampling to determine compliance with applicable Laws and the terms of this Lease. If such monitoring discloses the presence or release of Hazardous Substances in violation of either applicable Laws or this Lease, the cost of such monitoring shall be paid by the Lessee. In addition, within five (5) days of the Port's written request, the Lessee shall provide the Port with a detailed written description of the Lessee's generation, use, sale, transportation, storage, treatment, and disposal of Hazardous Substances on the Premises or which may affect the Premises or adjacent property. The Port's discretionary actions pursuant to this paragraph shall not

constitute a release, waiver or modification of the Lessee's obligations otherwise specified in this Lease.

**10D. Notification**

The Lessee shall notify the Port within twenty-four (24) hours of any release of Hazardous Substances that may affect the Premises or any adjacent property and shall promptly provide the Port with a copy of any notifications given to any governmental entity regarding any such release. The Lessee shall promptly provide the Port with copies of any inspection report, order, fine, request, notice, or other correspondence from any governmental entity regarding the release of Hazardous Substances that may affect the Premises or any adjacent property. The Lessee shall provide the Port with a copy of all reports, manifest, material safety data sheets (MSDS), and identification numbers regarding Hazardous Substances at the same time they are submitted to the appropriate governmental authorities.

**10E. Environmental Assessment**

The Lessee shall, upon written request from the Port, based on a sufficient reason to believe there has been a release of Hazardous Substances, within sixty (60) days following expiration or other termination of this Lease, provide the Port with an environmental assessment prepared by a qualified professional approved in advance by the Port. The environmental assessment shall, at a minimum, certify that a diligent investigation of the Premises has been conducted, including a specific description of the work performed, and either (1) certify that diligent investigation of the Premises has revealed no evidence of a release of Hazardous Substances or violation of applicable Laws, or (2) if a release or violation of applicable Laws is detected, identify and describe: (i) the types and levels of Hazardous Substances detected; (ii) the physical boundaries of the release, including property other than the Premises; (iii) the actual and potential risks to the environment from such release or violation; and (iv) the procedures and actions necessary to remedy the release or violation in compliance with applicable Laws. The Lessee shall pay the expense of obtaining the environmental assessment and of performing all remediation.

**10F. Indemnification and Hold Harmless**

The Lessee shall defend (with attorneys approved in writing by the Port), indemnify and hold the Port, its Commissioners, employees and agents and representatives harmless from any loss, claim, fine, or penalty arising from the release of Hazardous Substances or any violation of applicable Laws affecting the Premises caused in whole or in part by the Lessee. Such obligation shall include, but shall not be limited to, environmental response and remedial costs, other cleanup costs, environmental consultants' fees, attorneys' fees, fines and penalties, laboratory testing fees, claims by third parties and governmental authorities for death, personal injuries, property damage, business disruption, lost profits, natural



resource damages and any other costs, and the Port's expenses incurred under the foregoing provisions. The Lessee's obligation pursuant to this paragraph shall survive expiration or other termination of this Lease.

**10G. Default**

Notwithstanding any other provision of this Lease, the Port may, in the event of a release of Hazardous Substances or a violation of applicable Laws affecting the Premises, elect to declare this Lease in default and terminate it. Such election by the Port, if made, shall be without prejudice to any other remedy provided in this Lease. Should the Port not elect to declare a default, it may cure any release of Hazardous Substances or any violation of applicable Laws by the Lessee, and impose a surcharge sufficient to recover such expenses together with interest at eighteen percent (18%) per annum, for such portion of the unexpired term of this Lease as the Port may deem proper.

**10H. Rights and Remedies**

Notwithstanding any other provision of this Lease, and without prejudice to any other such remedy, the Port, in the event of a release of Hazardous Substances, a violation of applicable Laws or a breach of this Lease, shall be entitled to all rights and remedies provided by law or in equity, including, but not limited to the following, at the Port's option: (i) Terminate this Lease immediately; recover any and all damages associated with the default, including but not limited to cleanup costs and charges, civil and criminal penalties and fees, loss of business and sales by the Port and other tenants, and any and all damages and claims asserted by the parties' and the Port's attorneys' fees and costs; or (ii) to renegotiate the terms of this Lease to recover any return on expenditures made by the Port in order to insure that the Premises and the use of such Premises comply with all governmental rules, regulations and requirements. The Port, in pursuing any particular remedy, shall not be deemed to have made an election of remedies to the exclusion of any other remedies available to it.

**11. RIGHTS RESERVED FOR PORT**

During the term or any extensions of this Lease, the Port shall:

**11A. Use of Facilities**

Have the perpetual right and privilege to construct and maintain for the use of itself and its agents or tenants underground pipe, cable, ducts, and other necessary facilities to serve other users and tenants, together with the right to enter upon the Premises at any time with all necessary men, materials, and appliances for the purposes of constructing, inspecting, operating, repairing, and maintaining the same.

**11B. Entry**

Have the right to enter upon the Premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Lease.

**11C. No Improvements**

Not be required to make any improvements or repairs of any kind upon the Premises, except as may be specifically provided for in this Lease.

**11D. Perform Agreements**

Have the right to make any changes to and perform any construction on the Premises required by any agreement or obligation to which it is subject with any other governmental agency or agencies having jurisdiction thereon upon prior written notice served upon the Lessee at least ninety (90) days in advance of such proposed work.

**12. DEFAULT AND TERMINATION**

This Lease shall terminate at the option of the Port in the event of any one or more of the following events:

**12A. Payment Default**

Lessee's default in the payment of the monthly rent or any additional rent for more than thirty (30) days after the time such payment becomes due;

**12B. Failure to Perform**

Lessee's default in the performance of any of the terms, covenants, or conditions of this Lease, or in the event of its failure to comply with the reasonable instructions of the Port relative to default, and the failure of the Lessee to remedy, or undertake to remedy, to the Port's satisfaction, such default for the period of thirty (30) days after receipt of written notice from the Port;

**12C. Abandonment**

Lessee's abandonment of the Premises;

**12D. Insolvency**

If the Lessee files a voluntary petition in bankruptcy, makes a general or other assignment for the benefit of creditors, is adjudicated bankrupt, or if a receiver is appointed for the property or affairs of the Lessee. This Lease shall not be an asset of the Lessee in any bankruptcy proceeding.

**12E. Assignment**

Lessee assigns this Lease without the Port's prior written consent.

Except as to bankruptcy proceedings, such termination shall be effective upon thirty (30) days prior written notice given to the Lessee. If this Lease is so terminated by the Port, all rights of the Lessee, or any person claiming through the Lessee, shall cease and terminate, and all payments made thereon shall belong to the Port. The Port may, without notice, re-enter and take full possession of the Premises, including all leasehold improvements thereon. The Port shall be entitled to all leasehold improvements, and title thereto shall vest in the Port free and clear of any lien or claim of the Lessee or its successors. All property of the Lessee which is located on the Premises, whether exempt from execution or not, shall be bound by and subject to a lien for the payment of any amount(s) owing hereunder, and for any other damages arising from a breach by the Lessee of any portion of this Lease. Lessee agrees that the Port may take possession of said property, or any part or parts thereof, and sell or cause the same to be sold at a public or private sale, without notice, to the highest bidder for cash, and apply the proceeds of said sale toward the cost thereof and then toward the indebtedness or other damages. Subject to the Port's lien rights set forth above, upon termination of this Lease, the Lessee shall, at its sole cost and expense, remove all signs, trade fixtures, furnishings, personal property, equipment, and materials from the Premises which the Lessee was permitted to install or maintain under the rights granted herein. Lessee shall repair all damages caused by such removal. If the Lessee fails to do so within thirty (30) days, then the Port may effect such removal or restoration at the Lessee's expense, and the Lessee agrees to pay to the Port such expense promptly upon receipt of a proper invoice therefor.

### **13. LEASEHOLD IMPROVEMENTS AT TERMINATION**

Except as may otherwise be specifically provided in Section 6 above, leasehold improvements upon the Premises shall become the property of the Port upon expiration or termination of this Lease. Upon expiration of the term of this Lease or upon the sooner termination hereof pursuant to any of the provisions of this Lease, the Port shall take and have title to all improvements then located upon the Premises, and title to those improvements shall vest in the Port free and clear of any lien or claims of Lessee or its successors. Lessee shall deliver any and all keys to the Premises upon expiration or termination of this Lease. Provided, however, that upon the expiration of the term of this Lease or upon the sooner termination thereof, the Port shall be entitled, upon its specific written request given sixty (60) days in advance in the case of expiration of the Lease term, to have the Premises returned to it clear of all improvements, clean, and in good condition, in which event, title to all of said improvements shall remain in and with the Lessee.

If the Port requests such removal, the Lessee shall complete the same within fifteen days (15) days after the termination of this Lease. If the Lessee fails to so remove said improvements within the specified time, they may be removed by the Port and the Lessee shall pay the Port the cost thereof upon demand.

If, in the reasonable opinion of the Port, the Premises are left in an unclean condition or state of disrepair by the Lessee, the Port may cause the Premises to be repaired or cleaned to its satisfaction and Lessee shall pay the costs therefor.

## **14. ASSIGNMENT, SUBLETTING AND USE BY OTHERS**

### **14A. Restriction**

Neither this Lease, nor any part hereof, may be assigned, transferred, rented or sublet by the Lessee by process or operation of law or in any other manner whatsoever, without the prior written consent of the Port. Such consent shall not be unreasonably withheld. Copies of all proposed agreements between the Lessee and any prospective sublessee or other party relating in any way to the use of the Premises, shall be filed with the Port for review and consideration not less than thirty (30) days prior to the effective date of said documents. The Port reserves the right to require submission of additional detailed information concerning such other party including, but not limited to, financial records and statements, business background and references.

### **14B. Right to Sublease**

(1) Lessee will not permit any use or activity to be conducted upon the Premises that does not conform to all applicable zoning and construction regulations. Lessee will not enter into any sublease or other tenancy agreement when the proposed use of the Premises requires a Special Use Permit, rezone, variance of any kind, environmental impact statement, determination of non-significance, or any other use that requires special permission by a governing body, without the prior written consent of the Port.

(2) The Port reserves the right to adopt a policy or policies which specially exclude certain types of business activities that are inconsistent with the Port's planned development of the Olympic View Industrial Park. Lessee hereby agrees to comply with all such policy or policies, and further agrees to require that all of the Lessee's approved sublease or tenancy documents contain the following covenant:

"Sublessee shall perform all covenants and conditions contained in the Lease Agreement between the Port and Lessee, except for the covenant relating to the payment of rent. Sublessee also understands and agrees that the only activity authorized by this sublease document is that which is specifically addressed in the Lease Agreement between Port and Lessee and no other activity."

(3) The Port may withhold its consent to any assignment, sublease, other transfer, or tenancy if the proposed transferee's use of the Premises may involve the generation, storage, use, treatment, or disposal of Hazardous Substances, as defined in this Lease.

## **15. HOLD HARMLESS/INDEMNIFICATION**

The Lessee covenants and agrees to hold harmless, defend and indemnify the Port, its commissioners, employees, agents and representatives from and against any and all liability, damages, judgments, or claims therefor, which may arise from or are attributable to the Lessee's occupancy or use of the Premises or any of the Port facilities, whatsoever the nature, and whether authorized or unauthorized. The Lessee shall defray the expenses, including reasonable attorney's fees and costs, for the defense of any such claim, including but not limited to litigation in any court of competent jurisdiction or any other dispute resolution process or proceeding. The Lessee also agrees that the Port or its employees or agents shall not be held liable for any damage to property or persons caused by any defects now in said Premises or equipment, and hereafter occurring, and the Lessee shall defend, indemnify, and hold the Port harmless therefrom. The Port may, at its option, select the defense counsel of its choice in any such matters.

## **16. INSURANCE**

### ***16A. Liability Insurance***

The Lessee shall obtain and keep in force during the term of this Lease, Comprehensive General Liability insurance, extended to cover the Premises and the Lessee's business operations in companies and in form to be approved by the Port. Coverage provided by the foregoing insurance policy shall be re-evaluated in accordance with the time schedule established for renegotiation of rental rates and shall include such areas of coverage as the Port deems reasonably required and appropriate to protect itself from claims of liability in light of the nature of Lessee's business operations and use of the Premises.

### ***16B. Property Insurance***

In addition, Lessee shall keep and maintain in full force and effect during the term of this Lease All-Risk insurance on all fixed improvements located or situated on or in the Premises to the full replacement value thereof. Proceeds from such insurance shall be used to restore the Premises.

### ***16C. Policy Requirements***

All such policies shall:

- (1)** Name the Port as an Additional Insured and Loss Payee and list the Premises as a covered site.
- (2)** Apply as primary insurance irrespective of any insurance which the Port may carry.
- (3)** In the case of the Comprehensive General Liability policy, it shall be in an amount not less than \$2,000,000 general aggregate, \$1,000,000 for

single limit bodily injury/property damage. The policy shall also include similar coverage for site specific pollution for the Premises. The Lessee shall be responsible for notifying the Port in the event that the Lessee receives notice of cancellation of coverage. The Lessee shall provide this notice to the Port within 10 days of receiving notice of cancellation from its insurer. It will be considered a material breach of this Lease if the Port is not notified and given the opportunity to place coverage as it deems appropriate. The Lessee will be responsible for any premium costs that the Port incurs for replacing said coverage.

(4) A true copy of the insurance policy, including all of the aforementioned coverage and endorsements, shall be provided to the Port upon request. The insurance carrier must annually provide the Port with a complete and properly authenticated Certificate of Insurance as evidence of the coverage required herein, said Certificate to be subject to the approval of the Port.

**16D. Release and Waiver**

The Port and the Lessee herein 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 property insurance contracts, for all perils insured thereunder. 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 the Lessee.

**17. NONDISCRIMINATION**

Notwithstanding any other or inconsistent provision of this Lease, during the term hereof, or any extended term, the Lessee, for itself, its heirs, personal representatives, successors in interest, permitted assigns, and subtenants, does hereby covenant and agree that no person, on the grounds of race, color, religion, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Premises or in the construction of any improvements on, over, or under the Premises, or the furnishing of services therein or thereon.

**18. NOTICE**

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be personally delivered or mailed. If mailed, it shall be sent certified mail, return receipt requested, with postage and certification fees prepaid:

If to the Port, addressed to:

Port of Bremerton  
8850 SW State Hwy 3  
Bremerton, WA 98312

If to the Lessee, addressed to:

WRG Fire Training\_\_\_\_\_

1100 Industrial Parkway\_\_\_\_\_  
Newberg. OR 97132\_\_\_\_\_

Notice shall be deemed to have been received on the date of receipt as shown on the return receipt or three (3) days after mailing, whichever first occurs.

## **19. SECURITY**

Lessee shall deposit with the Port security for Lessee's full and faithful performance of all the terms, covenants, and conditions of this Lease in the amount of **\$1,507.34**. The Port shall return such sum, without interest, after the expiration hereof, if Lessee has fully and faithfully carried out all of such terms, covenants, and conditions. The Port may apply any part of such deposit to cure any of Lessee's defaults. In such event, Lessee shall, upon demand, deposit with the Port the amount so applied so that the Port shall have the full deposit on hand at all times during the term hereof. Lessee shall not mortgage, assign, or encumber the security deposited under this Lease without the Port's written consent, and any attempt to do so shall be void.

## **20. MISCELLANEOUS**

The following miscellaneous provisions apply to this Lease:

### ***20A. Captions***

The captions used in this Lease are intended for convenience of reference only, and do not define or limit the scope or meaning of any provision of this Lease.

### ***20B. Joint and Several Liability; Binding Effect***

Each party who signs this Lease (other than in a representative capacity) will be jointly and severally liable for the performance of the obligations under this Lease. This Lease is and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and permitted assigns.

### ***20C. "Lessee" Includes Lessees***

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 Lease.

### ***20D. Waiver***

The failure to enforce any provision concerning breach, violation, or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of rights to enforce such

provisions with respect to any such subsequent breach, violation, or default in or with respect to the same or any other covenant or condition hereof.

**20E. Governing Law**

The place of making of the Lease shall be deemed to be Kitsap County, Washington, and the legal rights and obligations of the Port and the Lessee shall be determined by the laws of the State of Washington.

**20F. Jurisdiction and Venue**

In the event any suit, action or other proceeding shall be brought in connection with any of the terms or conditions of this Lease, the Port and the Lessee hereby stipulate that jurisdiction and venue of each suit, action or other proceeding shall be in Kitsap County, Washington.

**20G. Attorney's Fees and Costs**

In the event that any suit, action or other proceeding shall be instituted to enforce compliance with any of the terms or conditions of this Lease, there shall be paid to the substantially prevailing party in such suit, action or proceeding reasonable attorneys' fees (including the allocated cost of in-house counsel) and costs, with the foregoing applicable to proceedings both in the trial and appellate court levels and arbitration proceedings.

**20H. Holding Over**

In the event that the Lessee, for any reason, shall hold over in possession of the Premises following the expiration of this Lease, or any extensions hereof, such holding over shall not be deemed to operate as a renewal or extension of this Lease.

**20I. Severability**

In the event that any section, or any part of any section of this Lease shall be declared invalid by a court of competent jurisdiction, said holding shall have no effect upon the remaining sections of this Lease, which remain in full force and effect.

**20J. Entirety**

The Lease constitutes the entire agreement and understanding between the Port and the Lessee. There are no other agreements or representations, either written or oral, which modify or have any effect upon this Lease. This Lease is not effective in any manner until such time as formally approved and accepted by the Bremerton Port Commissioners as evidenced by their signatures below.



**20K. Submission of Lease Form Not an Offer**

One party's submission of this Lease to the other for review shall not constitute an offer to lease the Premises. This Lease shall not become effective and binding upon Port and Tenant until it has been fully signed by both Port and Tenant.

**IN WITNESS WHEREOF** the parties hereto have caused this Lease Agreement to be executed as of the day and year first above written.

**A TYPE OF CORP OR COMPANY**

**PORT OF BREMERTON  
A Municipal Corporation**

Michael Tinder

J. Rust  
Chief Executive Officer

[Signature]



Commissioner approval received from:

\_\_\_\_\_

Date \_\_\_\_\_



STATE OF Washington,  
County of Kitsap )  
 )ss

On this 9th day of June 2020 before me personally  
appeared Michael Tindler to me known to be the  
Facility Director of the corporation/company  
that executed the within and foregoing instrument, and acknowledged the said instrument to be  
the free and voluntary act and deed of said corporation/company, for the uses and purposes  
therein mentioned, and that they are authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the  
day and year first above written.



*[Handwritten Signature]*

Notary Public in and for the State of Washington  
Christine Johnson  
Name Printed  
residing at Bremerton WA  
My commission expires: 09/29/2023

STATE OF WASHINGTON )  
 )ss  
County of KITSAP )

On this 9th day of June 2020 before me personally  
appeared Jim Rothlin to me  
known to be the Chief Executive Officer of the **Port of  
Bremerton**, the municipal corporation that executed the within and foregoing instrument, and  
acknowledged the said instrument to be the free and voluntary act and deed of said municipal  
corporation, for the uses and purposes therein mentioned, and that they are authorized to execute  
said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the  
day and year first above written.



*[Handwritten Signature]*

Notary Public in and for the State of Washington  
TAYLOR KORIZON  
Name Printed  
residing at Bremerton WA  
My commission expires: 11/22/2023

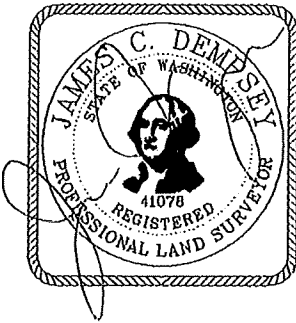
# EXHIBIT A

(NE CAMPUS LOT 15 LEASE DESCRIPTION)

THAT PORTION OF THE NORTHWEST QUARTER AND OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 23 NORTH, RANGE 1 WEST, W.M., IN KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTH QUARTER CORNER OF SAID SECTION 11;  
THENCE SOUTH 2°17'26" WEST ALONG THE WEST LINE THEREOF, 682.88 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID NORTHEAST QUARTER;  
THENCE SOUTH 87°13'51" EAST ALONG SAID SOUTH LINE, 333.27 FEET TO THE **TRUE POINT OF BEGINNING**;  
THENCE CONTINUING SOUTH 87°13'51" EAST ALONG SAID SOUTH LINE, 200.00 FEET;  
THENCE SOUTH 02°46'09" WEST, 288.31 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF IMPERIAL WAY;  
THENCE NORTH 78°36'22" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 113.07 FEET TO THE BEGINNING OF A CURVE TO LEFT HAVING A RADIUS OF 408.10 FEET;  
THENCE WESTERLY ALONG SAID RIGHT OF WAY LINE AND SAID CURVE 88.45 FEET THROUGH A CENTRAL ANGLE OF 12°25'06";  
THENCE LEAVING SAID RIGHT OF WAY LINE, NORTH 2°46'09" EAST, 267.75 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINS 54,926 SQUARE FEET, MORE OR LESS.

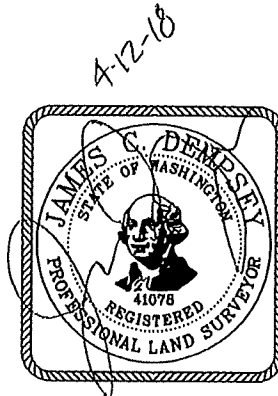
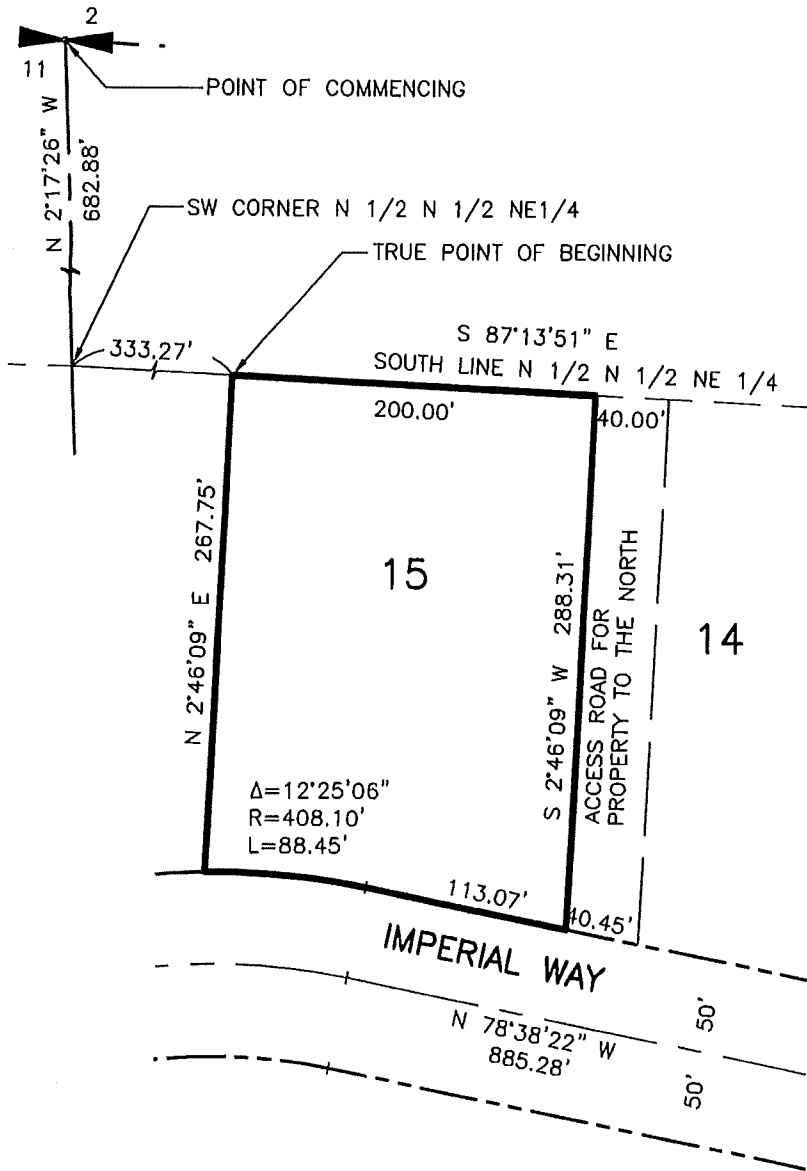


4-12-18

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JAMES C DEMPSEY, P.L.S.  
WASHINGTON STATE REGISTRATION NO. 41078

Exhibit B



**N.L Olson & Associates, Inc.**

Engineering, Planning and Surveying

(360) 895-2350 or (360) 876-2284

2453 Bethel Avenue, P.O. Box 637, Port Orchard, WA 98366  
NLO #8931 (SEE #9669)

**LOT 15 - Lease Exhibit**

Port of Bremerton NE Campus  
Portion of the N 1/2, of the NE 1/4 of Section 11,  
T 23 N, R 1 W, W.M.  
Kitsap County, Washington

**PORT OF BREMERTON**  
**AGENDA SUMMARY**

Agenda Item No: Action Item 2  
Subject: Navy Access on Port Property  
Exhibits: Agreement for Navy Access on Port Property  
Prepared By: James Weaver, Director of Marine Facilities  
Meeting Date: July 28, 2020

**Summary:**

Port staff were contacted by Navy representatives on behalf of Naval Special Warfare Command (NSWC) and Naval Special Warfare Group Three (NSWG-3), to request entry upon Port property for military training purposes. The described entry would allow NSWG-3 personnel access to water within the Port of Bremerton Marina to perform multiple valuable training activities and were assured that such training would not interrupt Port facilities' regular operations. The agreement was indicated to assist with continued military readiness and preparation for active duty operations.

The requested access agreement includes access to the Bremerton Marina and the Port Orchard Boat Launch property, as depicted in the maps as Exhibit A.

**Fiscal Impact:**

None.

**Recommendation:**

Recommendation is for approval of the agreement for Navy Access of Port Property.

**Motion for Consideration:**

**Move to approve the agreement with the United States Government for provision of Navy access on Port Property and to authorize the CEO to execute the agreement for said access on behalf of the Port Commission.**

## RIGHT OF ENTRY AGREEMENT

In consideration of the assistance and benefits as described herein, The Port of Bremerton (herein after referred to as the "Owner"), located at 8850 SW State Highway 3, Bremerton, WA 98312, hereby grants to the UNITED STATES OF AMERICA, DEPARTMENT OF THE NAVY, its employees, agents, contractors and subcontractors (collectively known as the "Government"), a right of entry upon the premises described below and shown on "Exhibit A", attached hereto and made part hereof, located in the State of Washington, with the following terms and conditions, effective beginning on 4 January 2021 and ending on 3 January 2026, unless sooner terminated under the terms and conditions herein set forth. The Government may renew the term of this agreement, for three (3) additional periods of five (5) years upon written notice of its intention to renew no later than ninety (90) days prior to the expiration of the current term.

**Premises:** Bremerton Marina, Kitsap County parcel # 242401-2-007-2008 and as depicted in Exhibit A.

**Purpose:** The Owner grants to the Government a right to enter upon, including the right of ingress and egress by land or coastal/shore in areas, and occupation of the lands described in Exhibit A for military training exercises any time after execution of this agreement for military training purposes during the term of this Right of Entry Permit.

**Ownership of Tools and Equipment:** All tools, equipment, and other property taken upon or placed upon the Premises by the Government shall remain the property of the Government and will be removed by the Government within one month after the expiration of this right of entry.

**No Warranty:** Owner grants this right of entry without warranty, either express or implied, regarding title to or the suitability of the condition of the Premises. The Government shall not hold Owner liable for any shortage or defect in any part of the Premises or on account of theft of, or damage to, the Government's tools, equipment or other property taken or placed upon the Premises or any physical injury, death or disability of Government employees, trainees, or other personnel associated with the purpose of this Agreement, except where such loss, damage, injury, death, or disability is caused by the fault or negligence of the owner.

**Liability Limits:** The Government agrees to be responsible for damages arising from the activity of the Navy, its officers, employees, authorized representatives (including contractors) on the Owner's land, in the exercise of the rights under this right of entry, to the extent authorized by law, including the Federal Tort Claims Act (28 U.S.C. § 2671 et seq.).

The Owner shall not be responsible for damages to the property or injuries to persons

which may arise from or be incident to the Government's use and occupation of such premises pursuant to this right of entry, nor for the damages to the property of or injuries to the Government, or others who may be on the premises at the Government's invitation, except where such damages or injuries are due to the fault or negligence of the Owner.

The Government shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the premises by the Owner, its agents, servants, or employees, or others who may be on the premises at the Owner's invitation, except where such damages or injuries are due to the fault or negligence of the Government.

**Termination:** Owner may terminate this right of entry in the event the Government fails to comply with the terms and conditions of this instrument or in the event of a change of ownership or use of the Premises that Owner deems inconsistent with continued Government use of the premises. Prior to terminating this right of entry, Owner shall give the Government no less than thirty (30) days' notice. Government shall have (30) days from receipt of said notice to remedy any failure to comply with the terms and conditions of this right of entry.

**Compliance with Laws:** All activities performed by the Government on the Premises will be performed in a lawful and prudent manner and in compliance with applicable laws, rules, and regulations, and will not unreasonably interfere with Owner's normal activities. The following activities are not permitted: (a) no explosives and/or live ammunition may be expended for training purposes except as needed for safety or in an emergency; and (b) personal flares may not be used except to alert rescue personnel to the unit's location.

**No Assignment:** The Government may not assign this right of entry or the rights and obligations set forth herein, in whole or in part.

**Points of Contact:**

Owner: Jim Rothlin, CEO  
Port of Bremerton  
8850 SW Highway 3  
Bremerton, WA 98312

Navy: Connor Watson, Realty Specialist  
NAVFAC NW  
360-396-0274

**Consideration:** Owner acknowledges as good and valuable consideration the benefits to be derived from this Right of Entry including improved security, vandalism deterrence and trespassing deterrence on the Premises.

**Authority:** The signatories below represent that they are authorized to execute this Agreement on behalf of the parties.

**Entire Agreement:** This instrument contains the entire agreement between the parties and supersedes any prior understanding, whether written or verbal.

In Witness hereof, the parties hereto have mutually agreed upon the terms and conditions of this instrument and caused it to be executed as below subscribed:

PORT OF BREMERTON

UNITED STATES OF AMERICA

By: \_\_\_\_\_  
JIM ROTHLIN  
Chief Executive Officer

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

BRADY.MICHAEL  
Digitally signed by  
BRADY.MICHAEL.D.1231632715  
L.D.1231632715 Date: 2020.08.05 10:59:40 -07'00'  
By: \_\_\_\_\_  
MICHAEL D. BRADY  
Real Estate Contracting Officer

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





## Exhibit A BREMERTON MARINA

**LOCATION:** Bremerton Marina

**LOCATION NUMBER:** WA 22


**LOCATION CITY:** Bremerton

**LOCATION COUNTY:** Kitsap County

**LOCATION REGION:** South Puget Sound

**LOCATION STATE:** Washington State

**PROPERTY TYPE:** Public Waterways &  
Private Property

 Parcel #: 242401-2-007-2008



**Contract Number:**  
N4425520RP00028

**PORT OF BREMERTON**  
**AGENDA SUMMARY**

Agenda Item No: Action Item  
Subject: Port Orchard Sea Scout Temporary Moorage Request  
Exhibits: Agreement for Port Orchard Sea Scout Nonprofit Temporary Moorage Request for Temporary Reduced Moorage Email  
Prepared By: James Weaver, Director of Marine Facilities  
Meeting Date: Aug 11, 2020

**Summary:**

Port staff were contacted by the Port Orchard Sea Scouts to request an agreement for reduced temporary moorage at the Port Orchard North Breakwater for nonprofit temporary vessel storage.

For over 100 years Sea Scouting has promoted youth citizenship, seamanship training, scout mentoring, and instruction and practice in water safety, boating skills, outdoor service experiences, and knowledge of our maritime heritage. Sea Scouts also coordinate youth sailing regattas, rowing races, and provide valuable leadership and life skills. The Sea Scouts additionally promote a head start program to assist for USCG Captains license training.

Sea Scout units are established all across the country on oceans, bays, rivers, and lakes. They provide opportunities for youth to participate in public service and community benefit through beach clean-up efforts, food drives, and serve as honor guards at parades & various community events. Information regarding the Sea Scouts is at: <https://seascout.org/about/>

**Fiscal Impact:**

A maximum of \$1,470; which includes \$34 per day transient moorage for a maximum of 30 days and \$15 per day transient moorage for maximum 30 days.

**Recommendation:**

Recommendation is for approval of the support for temporary moorage for the Sea Scouts.

**Motion for Consideration:**

**Move to approve the agreement with the Port Orchard Sea Scouts for provision of temporary moorage on Port Orchard North Breakwater and to authorize the CEO to approve the agreement on behalf of the Port Commissioners.**

**PORT OF BREMERTON**  
**SHORT TERM USE AGREEMENT**  
**Authorized by Resolution 92-7**

IT IS HEREBY understood that this Use Agreement made this 11th day of August, 2020, by and between the **PORT OF BREMERTON**, a municipal corporation organized under the laws of the State of Washington, hereinafter referred to as "Port", and Sea Scouts, hereinafter referred to as "User", for and in consideration of the mutual agreements, covenants, and promises herein contained as follows:

**USE:** The Port hereby agrees to permit the User to utilize the Port Orchard Marina North inner Breakwater for the purpose of Sea Scout Nonprofit Moorage, and for no other use. User shall be responsible for correction of any and all property damage which would occur as a result in any way to User's activity. User acknowledges that they have viewed the facilities and accept them in their current condition as appropriate for their intended use with no further modifications by the Port. Please see Attachment A.

**TERM:** The term of this agreement shall be September 1, 2020 – September 30 a term of 30 days with one 30-day extension at ½ transient moorage rates, ending at October 30, 2020.

**ASSIGNMENT:** This agreement is not assignable or transferable in any fashion.

**RENT:** The User agrees to a maximum of 30-days moorage of \$ 0.00 per foot plus applicable taxes per day of use, and if extended, then agrees for a maximum of additional 30-days moorage to pay the Port, a minimum of \$ 0.50 per foot plus applicable taxes per day of use plus electricity, in advance. A late fee of one percent (1%) per month, minimum \$40.00 will be assessed on all accounts not paid in advance.

**RISK OF LOSS:** The User assumes all risks, including but not limited to, loss of or damage to equipment or property of the User, or of participants, or any other person on the premises under the terms of this agreement, or of equipment or property used or stored on the premises under the terms of this agreement.

**SECURITY:** Security of User's or invitees' property shall be the sole responsibility of the User. User shall prevent users, attendees and participants from traversing or accessing any and all parts of the Port of Bremerton, Port Orchard Marina facility, except those areas open to the public and that area designated herein for User's purpose, and specified ingress and egress thereto.

**INSURANCE AND INDEMNITY:** The User shall secure comprehensive general liability insurance (Form CG-001) for property damage and bodily injury at the premises in an amount of not less than \$1 million per occurrence and \$2 million aggregate. In addition, User shall keep and maintain in full force and effect during the term of this agreement fire and extended coverage insurance on all fixed improvements located or situated on or in the Premises to the full insurable value thereof. Proceeds from such insurance shall be used to restore the Premises. User shall provide the Port with a certificate of insurance, naming the Port as an additional insured (CG 2010 [form B]) and the premises shall be listed as a covered site on all coverage. The User agrees to hold the Port, its officers, employees and agents harmless from any liability and/or suits for such injuries or property damage as any person might receive or believe he has received from the acts or omissions of the User, their agents, or employees, or any other person(s) using the premises under the terms of this agreement while operating at the Port of Bremerton, including the expense of litigation. No occupancy or use permitted under the terms of this agreement shall commence until such evidence of insurance is presented to and approved by the Port. User agrees to assume full responsibility for the conduct of all persons involved in the said use of the premises.

**CANCELLATION:** This agreement is subject to immediate termination with or without cause by the Port. No written notice is required.

Signed this 11th day of August 2020.

USER:

PORT OF BREMERTON

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Jim Rothlin  
Chief Executive Officer

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Address

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Phone