



MEETING AGENDA

June 23, 2025, 4:00 P.M.

This Meeting will be on Zoom and in-person at the airport terminal conference room.

Join Zoom Meeting

https://us02web.zoom.us/j/82950040879?pwd=VkhBWVI5QUt6NTNGMWRkVzVuUDhsQT09 Dial-in: (253) 215-8782; Meeting ID: 829 5004 0879; Passcode: KORS One tap mobile: +12532158782,,82950040879#,,,,*522532# US (Tacoma)

CALL TO ORDER

AGENDA AMENDMENTS

PUBLIC ACCESS

MONTHLY BUSINESS

- 1. Previous Minutes
- 2. Approval of Vouchers
 - a) 03/30/2025 GFE Payroll \$21,175.30
 - b) 05/20/2025 AOFE \$6,519.05
 - c) 06/03/2025 AOFE \$4,963.34 see original and corrected totals
 - d) 06/03/2025 GFE \$28,176.70
 - e) 06/17/2025 AOFE \$2,520.68
 - f) 06/17/2025 CFE \$80,000.00

MONTHLY REPORTS

- 1. Manager's Report
- 2. Financial Report
 - a. DOR Sales Tax Update

OLD BUSINESS

- 1. ESWD/Port Interlocal Chip
- 2. PAPI Update Chip
- 3. Projects and Planning

- a) Pavement Rehab Project/Resolution-PAE-Mason
 b) Vierthaler Property Kartiganer/Laursen
 c) EV Charger Project –Chip

NEW BUSINESS

1.Port Staff Compensation Adjustment – Mia2. 197 Aviator Dr Utilities - Michael

PUBLIC ACCESS

ADJOURNMENT

UPCOMING MEETINGS:

Regular Meeting July 28, 2025

Date of request: 04/01/2025

District name: Port of Orcas

Requestor name: Kim Ihlenfeldt

Requestor email address: finance@portoforcas.com



JUNIOR TAXING DISTRICT CLAIMS PAYMENT REQUEST FORM

Junior taxing districts (JTD) must complete this form to request claims payments for all accounts payable and payroll disbursements.

NOTE: It is the district's responsibility to maintain adequate records to substantiate claims.

Submit completed form to San Juan County Payroll Deputy by 10:00 A.M. on appropriate processing day, as outlined by the Junior Taxing District Accounts Payable & Payroll Calendar.

Requestor phone number: 360-298-4465	
Total amount: \$21,175.30	
BARS code: 6721.00.589.40.00.0000	
Description of claim(s): Payroll (6721) transmit to account ending in *108	5
Warrant delivery: Select one	
Auditing Officer Certification: I, the undersigned, do hereby certify under penalty of perendered, or the labor performed as described. Auditing Officer or Commissioner Signature(s) for Approx	rjury that the materials have been furnished, the services
Name and title Robert Hamilton Commissioner	Name and title
Signater date 4/1/2025	Signature and date
Name and title	Name and title
Signature and date	Signature and date
Name and title	Name and title
Signature and date	Signature and date

Port of Orcas.

Total payroll cost report

From Mar 31, 2025 to Mar 31, 2025 from all locations

Item	Amount
Total pay	
Paycheck wages	\$17,846.75
Non-paycheck wages	\$0.00
Reimbursements	\$0.00
Subtotal	\$17,846.75
Company contributions	
PERS Employer	\$1,535.60
Subtotal	\$1,535.60
Employer taxes	
Social Security Employer	\$1,106.49
Medicare Employer	\$258.78
FUTA Employer	\$0.00
WA SUI Employer	\$144.92
WA Employment Administrative Fund	\$0.00
WA Paid Family and Medical Leave ER	\$46.76
WA Workers' Compensation Tax Employer	\$236.00
Subtotal	\$1,792.95
Total payroll cost	\$21,175.30

Port of Orcas.

Payroll summary report

31-Mar-25

				Employee Aftertax	Aftertax		Employer	Company	Total payroll
Name	Hours	Hours Gross pay Other pay taxes	Other pay		deduction Net pay		taxes	ons	cost
Ihlenfeldt,	46								
Kimberley		\$ 2,070.00		-\$ 270.68	-\$ 131.65	-\$ 131.65 \$ 1,667.67	\$ 187.73	\$ 188.58	\$ 2,446.31
Long, Kenneth	173.33	\$ 11,716.43 570.60*	570.60*	-\$ 2,237.62	-\$ 708.87	-\$ 708.87 \$ 8,769.94	\$ 1,046.99	\$ 1,015.39	\$ 13,778.81
Reid, James	128	\$ 4,060.32 420.00*	420.00*	-\$ 712.79	-\$ 231.52	-\$ 231.52 \$ 3,116.01	\$ 558.23	\$ 331.63	\$ 4,950.18
Total	347.33	347.33 \$ 17,846.75		-\$ 3,221.09	-\$ 1,072.04	-\$3,221.09 -\$1,072.04 \$13,553.62 \$	\$ 1,792.95	\$ 1,535.60	\$ 1,535.60 \$ 21,175.30
			÷000	*+ -:		\$000 CO* *+L:!: -! -!:! !- !:- C!			

\$990.60* *this medical stipend is included in Gross pay

Date of request: 05/20/2025

District name: Port of Orcas



JUNIOR TAXING DISTRICT CLAIMS PAYMENT REQUEST FORM

Junior taxing districts (JTD) must complete this form to request claims payments for all accounts payable and payroll disbursements.

NOTE: It is the district's responsibility to maintain adequate records to substantiate claims.

Submit completed form to San Juan County Payroll Deputy by 10:00 A.M. on Tuesday morning.

Requestor name: Kim Ihlenfeldt	
Requestor phone & email address: 360-298-4465, 1	finance@portoforcas.com
Total amount: \$6,519.05	
BARS code: 6723 .00.589.40.00.0000	
Request type: Payroll EFT	
Description of claim(s): Accounts Payable - 6723 General Fund	
Last four digits of bank account (EFT's ONLY): *1076	3
Warrant delivery: EFT (Not Applicable)	•
I, the undersigned, do hereby certify under penalty of per rendered, or the labor performed as described. Auditing Officer or Commissioner Signature(s) for Approx	
Name and title Robert Hamilton Commissioner	Name and title
Signatures and wate 5/20/2025	Signature and date
Name and title	Name and title
Signature and date	Signature and date
Name and title	Name and title
Signature and date	Signature and date

6723 Port of Orca	s Accounts Paya	ble Summary 05/20/2025
Vendor	Amount	Category
Century Link	\$287.69	Phone
ESWD	\$178.75	Sewer
EWUA	\$290.77	Water
Midnight Ventures	\$98.66	Landscape supplies
Port of Orcas Petty Cas	\$782.00	Various
Fortiphi Insurance	\$1,071.00	Auto insurance
San Juan Sanitation	\$185.07	Refuse
Starr Excavation	\$80.00	Sanican
State Auditor	\$2,086.50	Audit
Wa - DOR	\$1,458.61	DOR tax

Total: \$6,519.05

Date of request: 06/03/2025

District name: Port of Orcas

Requestor name: Kim Ihlenfeldt



JUNIOR TAXING DISTRICT CLAIMS PAYMENT REQUEST FORM

Junior taxing districts (JTD) must complete this form to request claims payments for all accounts payable and payroll disbursements.

NOTE: It is the district's responsibility to maintain adequate records to substantiate claims.

Submit completed form to San Juan County Payroll Deputy by 10:00 A.M. on Tuesday morning.

Requestor phone & email address: 360-298-4465 /	imance@portolorcas.com
Total amount: \$5,588.44	
BARS code: 6723 .00.589.40.00.0000	
Request type: Accounts Payable EFT	·
Description of claim(s):	
Last four digits of bank account (EFT's ONLY): *109	3
Warrant delivery: EFT (Not Applicable)	©
Auditing Officer Certification: I, the undersigned, do hereby certify under penalty of perrendered, or the labor performed as described. Auditing Officer or Commissioner Signature(s) for Approximate and title	
Robert Hamilton Signature क्षेत्रd,date	Signature and date
6/3/2025	Signature and date
Name and title	Name and title
Signature and date	Signature and date
Name and title	Name and title
Signature and date	Signature and date

6723 Port of Orca	s Accounts Paya	ble Summary 06/03/2025
Vendor	Amount	Category
CSD	\$2,844.00	Legal
ESWD	\$1,036.42	Sewer
Island Hardware	\$68.55	Building Maintenance
Midnight Ventures	\$1,355.31	Landscaping and Janitorial
Port of Orcas Petty Cas	\$94.41	Various
Rock Island	\$189.75	Internet

Total: \$5,588.44

Date of request: 06/03/2025

District name: Port of Orcas



JUNIOR TAXING DISTRICT CLAIMS PAYMENT REQUEST FORM

Junior taxing districts (JTD) must complete this form to request claims payments for all accounts payable and payroll disbursements.

NOTE: It is the district's responsibility to maintain adequate records to substantiate claims. Submit completed form to San Juan County Payroll Deputy by 10:00 A.M. on Tuesday morning.

Requestor name: Kim Ihlenfeldt				
Requestor phone & email address: 360-298-4465	/ finance@portoforcas.com			
Total amount: 28,176.70				
BARS code: 6721 .00.589.40.00.0000				
Request type: Payroll EFT				
Description of claim(s):				
Payroll - 6721 General Fund				
Last four digits of bank account (EFT's ONLY): *108	35			
Warrant delivery: EFT (Not Applicable)				
Auditing Officer Certification: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described. Auditing Officer or Commissioner Signature(s) for Approval of Claims: Name and title Robert Hamilton Name and title				
Signature 6/3/2025	Signature and date			
Name and title	Name and title			
Signature and date	Signature and date			
Name and title	Name and title			
Signature and date	Signature and date			

Port of Orcas.

Total Cost

From Jun 02, 2025 to Jun 02, 2025 from all locations

Item	Amount
Total pay	
Paycheck wages	\$ 23,874.55
Non-paycheck wages	\$ 0.00
Reimbursements	\$ 0.00
Subtotal	\$ 23,874.55
Company contributions	
PERS Employer	\$ 1,952.73
Subtotal	\$ 1,952.73
Employer taxes	
Social Security Employer	\$ 1,480.21
Medicare Employer	\$ 346.20
FUTA Employer	\$ 8.71
WA SUI Employer	\$ 193.84
WA Employment Administrative Fund	\$ 0.00
WA Paid Family and Medical Leave ER	\$ 62.55
WA Workers' Compensation Tax Employer	\$ 257.91
Subtotal	\$ 2,349.42
Total payroll cost	\$ 28,176.70

Port of Orcas. Payroll summary report

2-Jun-25									
Name	Hours	Gross pay	Other pay	Employee taxes	Aftertax deduction	Net pay	Employer taxes	Company Tota contributions cost	Total payroll cost
Hamilton, Robert	1	\$ 161.00		-\$ 14.41		\$ 146.59	\$ 15.17		\$ 176.17
Ihlenfeldt, Kimberley	142	\$ 6,390.00		-\$ 1,289.40 -\$ 406.40		\$ 4,694.20	\$ 579.52	\$ 582.13	\$ 7,551.65
Kartiganer, Mia	H	\$ 161.00		-\$ 14.41		\$ 146.59	\$ 15.17		\$ 176.17
Laursen, Jason	1	\$ 161.00		-\$ 14.41		\$ 146.59	\$ 15.17		\$ 176.17
Long, Kenneth	173.33	\$ 11,716.43	570.60*	-\$ 2,237.63	-\$ 1,465.90 \$ 8,012.90	\$ 8,012.90	\$ 1,046.99 \$ 1,015.39	\$ 1,015.39	\$ 13,778.81
Reid, James	137.1	\$4,319.12 420.00*	420.00*	-\$ 767.80	-\$ 247.98 \$ 3,303.34	\$ 3,303.34	\$ 586.39 \$ 355.21		\$ 5,260.72
Schuh, Annalies	1	\$ 161.00		-\$ 14.40		\$ 146.60	\$ 15.17		\$ 176.17
Triplett, Michael	5	\$ 805.00		-\$ 72.06		\$ 732.94	\$ 75.84		\$ 880.84
Total	461.43	461.43 \$ 23,874.55 990.60*	990.60*	-\$ 4,424.52	-\$ 4,424.52 -\$ 2,120.28 \$ 17,329	\$ 17,329.75	\$ 2,349.42 \$ 1,952.73		\$ 28,176.70
				:	-				

*this medical stipend is included in Gross pay

Date of request: 06/17/2025

District name: Port of Orcas



JUNIOR TAXING DISTRICT CLAIMS PAYMENT REQUEST FORM

Junior taxing districts (JTD) must complete this form to request claims payments for all accounts payable and payroll disbursements.

NOTE: It is the district's responsibility to maintain adequate records to substantiate claims. Submit completed form to San Juan County Payroll Deputy by 10:00 A.M. on Tuesday morning.

Requestor name: Kim Ihlenfeldt	
Requestor phone & email address: 360-298-4465 /	finance@portoforcas.com
Total amount: \$2,520.68	
BARS code: 6723 .00.589.40.00.0000	
Request type: Accounts Payable EFT	
Description of claim(s):	
Accounts Payable - 6723 Airport Operations Fun	d
Last four digits of bank account (EFT's ONLY): *109	3
Warrant delivery: EFT (Not Applicable)	0
Auditing Officer Certification: I, the undersigned, do hereby certify under penalty of perrendered, or the labor performed as described. Auditing Officer or Commissioner Signature(s) for Approximation Name and title and date Signature and date 6/17/2025	
6F9CF742D9FE415 Name and title	Name and title
Signature and date	Signature and date
Name and title	Name and title
Signature and date	Signature and date

6723 Port of Orca	s Accounts Paya	ble Summary 06/17/2025
Vendor	Amount	Category
EWUA	289.28	Water
Guardian Security	100.68	Security
Island Petroleum	241.05	Fuel
Office Cupboard	80.26	Janitorial Supplies
OPALCO	1224.72	Power
Orcas Towing	\$195.12	Professional services
Petty Cash	\$44.50	Various
San Juan Sanitation	\$185.07	Refuse
Starr Excavation	\$160.00	Sanican

Total: \$2,520.68

EWUA		
	Total	Invoice #
\$	90.18	10832.01
\$	58.01	10833.01
\$	90.39	10831.01
\$	50.70	11222.01

	Petty	Cash
\$ 12.00	ORS	Trash - tire disposal
\$ 8.67	Ace Hardw	Building maint suppl
\$ 23.83	Amazon	Office supplies

\$ 44.50

OPALCO		
To	tal	Inv
\$	409.30	2493001
\$	170.56	2493002
\$	135.63	2493003
\$	63.13	2493007
\$	64.59	2493008
\$	66.06	2493009
\$	63.93	2493010
\$	251.52	2493011

\$1,224.72

Date of request: 06/17/2025

District name: Port of Orcas



JUNIOR TAXING DISTRICT CLAIMS PAYMENT REQUEST FORM

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NOTE: It is the district's responsibility to maintain adequate records to substantiate claims. Submit completed form to San Juan County Payroll Deputy by 10:00 A.M. on Tuesday morning.

Requestor name: Kim Ihlenfeldt		
Requestor phone & email address: 360-298-4465/ finance@portoforcas.com		
Total amount: \$80,000.00		
BARS code: 6727 .00.589.40.00.0000		
Request type: Accounts Payable EFT	·	
Description of claim(s):		
AP - 6727		
Last four digits of bank account (EFT's ONLY): *109	3	
Warrant delivery: EFT (Not Applicable)		
Auditing Officer Certification: I, the undersigned, do hereby certify under penalty of perrendered, or the labor performed as described. Auditing Officer or Commissioner Signature(s) for Approx		
Name and title Robert Hamilton	Name and title	
Signature endedate 6/17/2025	Signature and date	
Name and title	Name and title	
Signature and date	Signature and date	
Name and title	Name and title	
Signature and date	Signature and date	

6727 Port of Orcas Accounts Payable Summary 06/17/2025		
Vendor	Amount	Category
Blacklight	\$21,000.00	EV
OPALCO	5532.96	EV
Precision Approach	\$53,467.04	AIP

Total: \$80,000.00



Manager's Report 6/23/2025

- Vierthaler Property CSD discussion, work through the surplus process IAW RCW's
- 2. Pavement Rehab Grant applications submitted, permitting and scheduling meetings held with PAE and Granite
- PAPI FAA "unit realigning" discussion continues with NV5, in review process,
- 4. Passport Payment parking system proposal to consider
- Eastside Hangar Drainage Discussions with individual hangar owners continue,
- 6. EV Charger project 21 total installed, Port L3 installed
- 7. ORS Fly-In Aug 1-3
- 8. Westside Development Tabled
- 9. Airport Neighbors Contact continues
- 10. EAA Young Eagles 23 flown

Passport Labs, Inc.

Solutions Proposal



Passport's pricing assumes the purchase of all listed products, services, and platform integrations. The pricing and proposal details below are based upon the project's scope as Passport understands it under a 3-year contract duration. Should the scope of the project change, Passport reserves the right to update its pricing accordingly.

This proposal is valid for up to 90 days from receipt.

Implementation Services

Product/Service	Cost
Project Implementation Platform Setup, Project Management, and Training	\$2,000

Passport Parking for Mobile Payments

Product/Service	Paid by the Port	Paid by the Parker
Mobile Pay Transaction Fee	\$0.45	\$0.00
Mobile Pay Convenience Fee	\$0.00	\$0.45

Passport Payment Services

This applies to parking sessions, online citation payments, and permit sales

Product/Service	Paid by the Port	Paid by the Parker
Merchant Processing	2.9% + \$0.25	\$0.00
Gateway	\$0.05	\$0.00



Product/Service Overview:

Implementation Services

Passport's detailed implementation process includes key milestones, deliverables, and the parties responsible for them as shown below:

Implementation Phases	Key Milestones	Parties Involved	Deliverables
Pre-Implementation			
Discovery	 Complete Scope of Work (SOW) Complete Solutions Design Workbook (SDW) 	ClientSolutions EngineerSales	• SOW • SDW
Implementation			
Configuration	 Kick-Off Meeting Review of solution Build-out of the Port's environment Creation of Customer Portal Import of legacy data* 	ClientProject ManagerImplementation ConsultantClient Success	 Project Plan Customer Portal Merchant Processing Application*
Marketing / Public Relations	Review Marking PackageDevelopment of Press Release	ClientProject ManagerMarketing / Design	Marketing PackagePress Release*
Testing / Training	Testing of the Port's environmentTraining	ClientProject ManagerImplementation Consultant	How-to GuidesRecorded training sessions
Launch	 Signing of System Setup Approval Form Hand-off to Client Success & Support Services 	ClientProject ManagerClient Success	System Setup Approval FormHand-Off meeting
Post-Implementation			
Post-Launch	 Quarterly reviews to ensure Port satisfaction Ongoing change management reviews and updates New software release updates deployed to Port at no additional cost 	Project ManagerClient Success	 Action plans Release notes Standard upgrades



Passport Parking for Mobile Payments

At its foundation, the Passport Parking mobile payments application allows a Port to accept digital payments for parking while customers experience a seamless digital parking transaction. The Port is provided with Passport's portal -- a robust back-end system for real-time parking management.

- Convenient and free extensions
- Minimize reliance on hardware
- Intuitive UI enables parking sessions in seconds, and features like Quick Park allow for repeat parking sessions in two clicks

Passport Payment Services

Passport's platform comes integrated with payment services, Passport Payments, which eliminates the need for third-party gateways and processors. In choosing a Passport for Mobile Parking and payment needs, the Port will benefit from one partner for cohesion across its parking environment and end-to-end service connecting the Passport system to all the major card networks. Passport Payments also provides an online portal for program reporting, maintenance, and managing cardholder chargeback requests.



glWAMonthly 6/10/2025 9:57:58AM Fiscal Year: 2025

MONTHLY FINANCIAL STATEMENT BY FUND
SAN JUAN COUNTY
START DATE: 5/1/2025 END DATE: 5/31/2025

Page:10t

FUND: 6721.00 PORT OF ORCAS

Account No	Account No Account Description	Amount	Total Amount Beginning Balance	Ending Balance
101 BEGIN	101 BEGINNING CASH BALANCE		671,991.27	
310	TAXES	29,878.40		
320	LICENSES AND PERMITS			
330	INTERGOVERNMENTAL REVENUE	51.03		
340	CHARGES FOR GOODS AND SERVICES			
360	MISCELLANEOUS REVENUES			
380	NONREVENUES			
390	OTHER FINANCING SOURCES			
	TOTAL RECEIPTS		29,929.43	
540	TRANSPORTATION			
580 590	NONEXPENDITURES DEBT SERVICE AND OTHER	22,455.82		
	TOTAL DISBURSEMENTS		22,455.82	
101 ENDIN	101 ENDING CASH BALANCE			679,464.88
			GL ENDING CASH BALANCE	679,464.88
			NET VARIANCE =	0.00
241 PRIOR	241 PRIOR BONDS OUTSTANDING (BEGINNING BALANCE)		0.00	
	BONDS PAID BONDS ISSUED	0.00 0.00		
	NET CHANGE		0.00	
				0.00
151 BEGIN	151 BEGINNING INVESTMENT BALANCE INVESTMENTS ACQUIRED	0.00	0.00	
151 ENDIN	INVESTMENT BALANCE	0.00		0 00
NICNE LCL	151 ENDING INVESTMENT BALANCE			0.00

glWAMonthly 6/10/2025 9:57:58AM Fiscal Year: 2025

MONTHLY FINANCIAL STATEMENT BY FUND SAN JUAN COUNTY START DATE: 5/1/2025 END DATE: 5/31/2025

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Account No	Account No Account Description	Amount	Total Amount Beginning Balance	Ending Balance
101 BEGIN	101 BEGINNING CASH BALANCE		152,872.70	
320 330	INTERGOVERNMENTAL REVENUE			
340	CHARGES FOR GOODS AND SERVICES			
360	MISCELLANEOUS REVENUES			
380	NONREVENUES	16,714.44		
390	OTHER FINANCING SOURCES			
	TOTAL RECEIPTS		16,714.44	
540	TRANSPORTATION			
580	DERT SERVICE AND OTHER	13,712.70		
	TOTAL DISBURSEMENTS		13,712.70	
101 ENDIN	101 ENDING CASH BALANCE			155,874.44
			GL ENDING CASH BALANCE	155,874.44
			NET VARIANCE =	0.00
241 PRIOR	241 PRIOR BONDS OUTSTANDING (BEGINNING BALANCE)		0.00	
	BONDS PAID BONDS ISSUED	0.00 0.00		
241 BOND:	NET CHANGE 241 BONDS OUTSTANDING (ENDING BALANCE)		0.00	0.0(
151 BEGIN	151 BEGINNING INVESTMENT BALANCE	0.00	895,000.00	
	INVESTMENT BALANCE	0.00		805 000 00
151 ENDIN	151 ENDING INVESTMENT BALANCE			895,000.00

glWAMonthly 6/10/2025 9:57:58AM Fiscal Year: 2025

MONTHLY FINANCIAL STATEMENT BY FUND SAN JUAN COUNTY START DATE: 5/1/2025 END DATE: 5/31/2025

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Account No	Account No Account Description	Amount	Total Amount Beginning Balance	Ending Balance
101 BEGINI	101 BEGINNING CASH BALANCE		129,885.35	
310 330 360	TAXES INTERGOVERNMENTAL REVENUE MISCELLANEOUS REVENUES			
380 390	NONREVENUES OTHER FINANCING SOURCES TOTAL RECEIPTS	88.23	88.23	
580 590	NONEXPENDITURES DEBT SERVICE AND OTHER	126,499.45		
			- 20, 700.70	
101 ENDIN	101 ENDING CASH BALANCE		GL ENDING CASH BALANCE	3,474.13 3,474.13 0.00
241 PRIOR	241 PRIOR BONDS OUTSTANDING (BEGINNING BALANCE)		0.00	
	BONDS PAID BONDS ISSUED	0.00		
241 BONDS	NET CHANGE 241 BONDS OUTSTANDING (ENDING BALANCE)		0.00	0.00
151 BEGIN	151 BEGINNING INVESTMENT BALANCE INVESTMENTS ACQUIRED INVESTMENTS LIQUIDATED	0.00	25,000.00	25,000,00
Ī				

HAUL ROUTE INTERLOCAL COOPERATION AGREEMENT BETWEEN EASTSOUND SEWER & WATER DISTRICT AND THE PORT OF ORCAS

THIS Haul Route Interlocal Cooperation Agreement ("AGREEMENT") is made and entered into pursuant to RCW 39.34.080, by and between Eastsound Sewer & Water District ("DISTRICT") and The Port of Orcas ("PORT"), each of which are municipal corporations duly organized and existing under the State of Washington. DISTRICT and PORT may be individually referred to herein as a "Party" and may be collectively referred to herein as the "Parties."

WHEREAS, PORT owns, maintains, and repairs certain taxiways and roadways, including without limitation Schoen Lane (collectively, "Port Access Roads"), located at or adjacent to the Orcas Island Airport (the "Airport") as depicted on Exhibit "A" attached hereto;

WHEREAS, DISTRICT owns, maintains, and operates a water and sewer facility located at 143 Cessna Road, Eastsound, Washington, adjacent to the Airport;

WHEREAS, DISTRICT, from time to time, desires the use of Port Access Roads for hauling operations by heaving trucks operated by DISTRICT and/or DISTRICT's contractors, services providers, and agents ("District Vehicles");

WHEREAS, District Vehicle hauling operations may cause accelerated deterioration of Port Access Roads, thereby requiring repairs or improvements beyond routine repairs and maintenance, costing PORT additional maintenance expenses; and

WHEREAS, the Parties desire to enter into this AGREEMENT to memorialize their agreement concerning DISTRICT's obligations to PORT so that PORT may approve the use of Port Access Roads by District Vehicles without incurring any additional costs or liabilities arising out of District Vehicle Use of Port Access Roads.

THEREFORE, for and in consideration of the above recitals that are incorporated herein, and terms and conditions contained herein, the Parties mutually agree as follows:

1. PURPOSE

The purpose of this AGREEMENT is to establish a cooperative framework for the coordination and execution of services related to the use of Port Access Roads by District Vehicles thereby ensuring safety and minimizing disruption to airport operations and ensuring that such use does not result in any additional cost or liability to PORT.

2. SCOPE OF RESPONSIBILITIES

2.1 **Avoidance of Taxiways**: DISTRICT shall avoid the use of airport taxiways by District Vehicles without first obtaining the PORT's prior consent. Any PORT-approved use or crossing of taxiways by District Vehicles will be coordinated with PORT to ensure minimal interference with airport operations.

- 2.2 **Debris Management**: DISTRICT will ensure that anytime a District Vehicle, regardless of its size, uses or crosses a taxiway, there will be immediate inspection and clearance of any gravel, or foreign object debris ("FOD") left behind. A representative from DISTRICT will be available on-site to perform this task in coordination with PORT personnel. DISTRICT shall reimburse PORT for all costs PORT incurs for the inspection and clearance, including without limitation, PORT staff time and overhead ("Taxiway FOD Costs").
- 2.3 Use of Schoen Lane: District Vehicles are permitted to access and use Schoen Lane for the purpose of a haul route to transport wastes and materials to and from DISTRICT's wastewater treatment plant located at 143 Cessna Road, Eastsound, WA.
- 2.4 Restoration of Schoen Lane: DISTRICT understands and agrees that by virtue of District Vehicles' use of Port Access Roads beyond what is common or usual, DISTRICT assumes responsibility for all damage and additional maintenance costs of Port Access Roads resulting from its use of such Port Access Roads as a haul route. "Additional maintenance" means grading, reshaping, repair, and/or modification in excess of the same operations performed as routine maintenance by PORT. Any improvements to or widening of Port Access Roads necessitated by District Vehicles' operations shall be considered incidental to the hauling performed and shall be made at DISTRICT's sole cost and expense unless otherwise authorized by addendum in this AGREEMENT and shall remain in place or be removed at PORT's sole and exclusive discretion.
- 2.5 Insurance. DISTRICT and anyone operating District Vehicles on Port Access Roads shall maintain, during the life of this AGREEMENT commercial general liability insurance with limits of no less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, naming PORT, its elected officials, officers, employees, representatives, and agents as additional insureds by way of endorsement. Additionally, said Parties shall maintain auto liability insurance with a combined single limit of no less than One Million Dollars (\$1,000,000) for bodily injury and property damage, as well as workers' compensation insurance with statutory limits. The DISTRICT may satisfy its insurance obligations under this Section through participation in a state-approved risk management pool for water and sewer districts. In the alternative, either party to this agreement may fulfill the insurance obligations contained herein by maintaining membership in a joint self-insurance program authorized by RCW 48.62. In this regard, the parties understand that the party to this agreement who is a member of such a program is not able to name the other party as an "additional insured" under the liability coverage provided by the joint self-insurance program. Notwithstanding the foregoing selfinsured retention provision, the DISTRICT shall immediately defend and indemnify the PORT from any claims associated with, resulting from, or arising from the uses authorized under this Agreement.

3. TERM

This AGREEMENT shall remain in effect indefinitely until terminated by either Party pursuant to the terms herein.

4. COMPENSATION AND FINANCING

- 4.1 **District Reimbursement of Port Costs**: During the period for which this AGREEMENT is in effect, DISTRICT shall reimburse the PORT for all costs of additional maintenance and repair necessitated by District Vehicles' use of Port Access Roads. Reimbursement of such additional maintenance and repair shall be limited to the actual cost to PORT of labor, including, without limitation, overhead, equipment, and materials plus fifteen percent (15%) for administration (collectively, the "Haul Route Costs"). DISTRICT shall make payment to PORT of Haul Route Costs upon receipt of detailed invoices supported by written documentation. DISTRICT shall pay the invoiced amount of Haul Route Costs to PORT within forty-five (45) days from the invoice date.
- 4.2 **Bond**: PORT may request but shall not require a bond from the DISTRICT, acknowledging that government agencies generally do not pose a collection risk. PORT may execute on the Bond in the event an invoiced amount of Taxiway FOD Costs or Haul Route Costs is not paid by the DISTRICT within forty-five (45) days of the date of the invoice.
- 4.3 **Disputes**: The Parties shall make good faith efforts to resolve any dispute arising from this AGREEMENT. In the event a dispute over DISTRICT's obligation to reimburse PORT for Taxiway FOD Costs or Haul Route Costs under this AGREEMENT cannot be resolved between the Parties, the dispute shall be submitted to an independent civil engineer registered in the State of Washington who is experienced in taxiway and road design, construction, and maintenance (the "Arbitrator") for resolution and determination. A Party's belief that a dispute should be submitted to the Arbitrator shall be transmitted to the other Party in writing with as much detail as possible. DISTRICT shall pay all total Taxiway FOD Costs and Haul Route Costs invoice amounts when payment is due under this AGREEMENT. Any disputed sums shall be held in escrow until the dispute is resolved.

The Arbitrator shall be selected by agreement of the Parties. If the Parties cannot agree on an Arbitrator within sixty (60) days of notice of an arbitrable dispute to the other Party, the Arbitrator shall be appointed by the PORT Commission. The findings of the Arbitrator shall be final and conclusive as to the Parties. Arbitration shall be completed within sixty (60) days of the selection of the Arbitrator. The costs of Arbitration, including attorney fees, shall be apportioned based on the principle that the substantially losing Party should pay the substantially prevailing Party's costs, including reasonable attorney fees as provided in Section 10.9.

The Parties acknowledge that disputes concerning public funds are often best resolved through the judicial system, ensuring transparency and accountability. Therefore, either Party may elect to resolve disputes in court instead of arbitration.

5. ADMINISTRATION

The following individuals are designated as representatives of the respective Parties and are responsible for administration and coordination under this AGREEMENT:

- 5.1 PORT'S Representatives: The Port Manager or other designee(s).
- 5.2 **DISTRICT'S Representatives**: The General Manager or other designee(s).

6. MAINTENANCE AND INSPECTION OF RECORDS

- 6.1 **Record Keeping**: The Parties shall each maintain books, records, and documents which sufficiently and properly reflect all work related to the performance of this AGREEMENT. These records shall be subject to inspection, review, or audit by the other Party or authorized governmental officials.
- 6.2 **Retention Period**: The Parties shall retain all relevant records for six (6) years after the expiration of this AGREEMENT, or in accordance with the Party's public records retention schedule, whichever period is longer.

7. TERMINATION

- 7.1 **Notice of Termination**. Any Party may terminate this AGREEMENT upon thirty (30) days' written notice to the other Party.
- 7.2 **Survival**. All obligations of DISTRICT as provided for herein shall not cease upon termination of this AGREEMENT and shall continue as obligations until fully performed. All clauses of this AGREEMENT which require performance beyond the termination date shall survive the termination date of this AGREEMENT.

8. ASSUMPTION OF RISK AND INDEMNIFICATION

- 8.1 **Assumption of Risk.** PORT has not made and does not herein make any representations as to the present or future conditions of the Port Access Roads or the character of the traffic on any of the Port Access Roads. DISTRICT assumes all risks of damage to property of or injury to DISTRICT or anyone acting under the authority granted to DISTRICT by this AGREEMENT.
- 8.2 Release and Hold Harmless. To the extent permitted by law, DISTRICT shall release, protect, defend, indemnify, and hold harmless PORT, its elected officials, officers, employees, representatives, and agents from and against any and all claims, costs, expenses, and liabilities for any damage including, but not limited to damage to PORT property and for any bodily or personal injury, including but not limited to wrongful death, arising from the acts or omissions of the DISTRICT or its agents in the performance of this AGREEMENT, except to the extent caused by the negligent acts or omissions or willful misconduct of PORT.

9. LIMITED WAIVER OF IMMUNITY UNDER TITLE 51

FOR PURPOSES OF THE INDEMNIFICATION PROVISIONS IN THIS AGREEMENT, AND ONLY TO THE EXTENT OF CLAIMS AGAINST DISTRICT BY PORT UNDER SUCH INDEMNIFICATION PROVISION, DISTRICT SPECIFICALLY WAIVES ANY IMMUNITY IT MAY BE GRANTED UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW OR ANY OTHER SIMILAR WORKERS' COMPENSATION SCHEMES. THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT 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.

DISTRICT	PORT

10. MISCELLANEOUS

- 10.1 **No Partnership or Joint Venture**: This AGREEMENT does not create a partnership or joint venture between the Parties.
- 10.2 **No Third-Party Beneficiaries**: This AGREEMENT is not intended to create rights in any third parties.
- 10.3 **Compliance with Laws**: The Parties shall comply with all applicable laws in performing this AGREEMENT.
- 10.4 **Notices**. All notices and payments hereunder may be delivered or mailed. If delivered by messenger or courier (including overnight air courier), they shall be deemed delivered when received at the street addresses listed below. All notices and payments mailed, whether sent by regular post or by certified or registered mail, shall be deemed to have been given on the second business day following the date of mailing, if properly mailed to the mailing addresses provided below, and shall be conclusive evidence of the date of mailing. The Parties may designate new or additional addresses for mail or delivery by providing notice to the other Party as provided in this section.

To PORT:	
To DISTRICT:	

- 10.5. **Waiver**. No failure by the Parties to insist upon the strict performance of any term or condition of this AGREEMENT or to exercise any right or remedy upon a breach thereof, shall constitute a waiver or breach of any other term or condition of this AGREEMENT.
- 10.6. Severability. In the event any term or condition in this AGREEMENT or application thereof to any person or circumstances is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other term or condition hereof,

and the Parties will reasonably cooperate to modify this AGREEMENT to achieve the purposes set forth herein.

- 10.7. **Captions.** The captions of the paragraphs of this AGREEMENT are only to assist the Parties in reading and understanding this AGREEMENT and shall have no effect upon the construction or interpretation of any part thereof.
- 10.8 Interpretation. This AGREEMENT has been submitted to the scrutiny of the Parties and their counsel if desired. In any dispute between the Parties, the language of this AGREEMENT shall in all cases be construed as a whole according to its fair meaning and not for or against either Party. If any provision is found to be ambiguous, the language shall not be construed against either Party solely on the basis of which Party drafted the provision.
- 10.9 Attorneys' Fees. Should any dispute commence between the Parties concerning the rights and duties arising out of this AGREEMENT, the substantially prevailing party in such dispute, whether the dispute be resolved by litigation or other proceeding, shall be entitled, in addition to such other relief as may be granted to it, a reasonable sum as and for its costs and attorneys' fees.
- 10.10 **Assignment**. This AGREEMENT shall not be assigned by either Party without the prior written consent of the other Party, which consent is in the other Party's sole and exclusive discretion.
- 10.11 **Modifications**. No alteration, modification, amendment, or waiver of this AGREEMENT shall be valid unless it is in writing and signed by both the Parties.
- 10.12 **Counterparts**. This AGREEMENT may be signed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same AGREEMENT. Any Party hereto may execute and deliver this AGREEMENT by transmitting an authorized signature by email and copies of this AGREEMENT executed and delivered by means of emailed signatures shall have the same effect as copies executed and delivered with original signatures.
- 10.13 **Entire Agreement**. This AGREEMENT represents the entire agreement between the Parties concerning the subject matter and this AGREEMENT supersedes all of their previous understandings and agreements, written and oral, with respect to this AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT as of the last date written below.

EASTSOUND SEWER & WATER DISTRICT

Marine: Jason W. Bradshau

Date: 6/6/2025

THE PORT OF ORCAS

Name: GHALONG Title: Exercitive Diencire Page of ORAS Date: S/6/AS

Exhibit "A"

Figure Depicting Port Access Roads Subject to this AGREEMENT