



**AGENDA FOR  
PORT OF ILLAHEE COMMISSION  
Wednesday, June 12TH - 6:30PM  
ZOOM MEETING #715 0997 5823 / Password: Illahee**

**1. CALL TO ORDER**

**2. CONSENT AGENDA**

1. Agenda

\*2. The May 8th, 2024 Regular Meeting minutes

\*3. Pay Bills with check numbers 5187 through totaling

**3. SIGNING OF DOCUMENTS**

Determine when/how to have at least 2 Commissioners sign the documents

**4. PUBLIC COMMENT**

**5. REPORTS/UNFINISHED BUSINESS**

Aho/ 1. Grants/Waterfront Access Improvements

Piccione - Update of project permits and design

\*a. SDAP #23-00728 Acceptance Letter, Erosion & Sedimentation Control Performance Bond and Declaration of Covenant Associated with Maintenance and Operation of storm Drainage Facilities

\*b. Draft Moorage Agreement between the Suquamish Tribe and the Port of Illahee

Aho 2. Illahee Store Project

- PLIA Remediations

\*a. SLR Proposal to Prepare a Contaminated Media Management Plan

\*3. Treasurer's Report as of May 31, 2024 General Fund \$118,767.54 Investments \$292,052.82

Good Property Management (GPM) Account \$199 total: \$411,019.36

**Grant Status:**

**BFP RCO Total = \$851,065.00 Amount of RCO paid \$90,319.98 Remaining RCO Funds \$760,745.02**

**ALEA RCO Total= \$500,000.00 Amount of RCO paid \$73,672.45 Remaining RCO Funds \$426,327.55**

**RCFB RCO Total= \$191,000.00 Amount of RCO paid \$0 Remaining RCO Funds \$191,000.0**

**Last Month's Report Below**

3 Treasurer's Report as of April 30, 2024 General Fund \$ 134,651.14 Investments \$291,006.47

Good Property Management (GPM) Account \$199 total: \$425,856.61

**4. Reports**

Aho \*a. Website - Commissioner Ruperts Bio

**b. Properties**

5560 Ocean View Boulevard/Rental - Anything to report?

5500 Illahee Road/Rental - Anything to report?

5507 Illahee Road/Illahee Store Property - Anything to report ?

Illahee Road Lot - Anything to report ?

Rupert c. Dock/Pier - Backflow - North Perry water update?

**6. NEW BUSINESS**

Rupert 1. Illahee Days

\* 2. Meeting Space -Possible availability with North Perry Water District

**7. PUBLIC COMMENT**

**8. ADJOURN** -Regular Meeting -July 10th @ 6:30PM - via ZOOM

--Kitsap All Ports-July 29th @ 6:30PM at Port of Brownsville



Port of Illahee  
Minutes of Regular Meeting  
May 8, 2024

The Regular Port of Illahee meeting was held virtually through the ZOOM app (meeting id# 71509975823 / Password: Illahee). Notice of the virtual meeting was posted near the kiosk at the head of the pier and on the Port's website – portofillahee.com.

**CALL TO ORDER**

Commission Chairman James Aho called the meeting to order at 6:35PM. Also, in attendance were Commissioner Jeffrey Rupert; Commissioner Eric Hall; Administrator Jennifer Olson; Roy Barton and Cathy Johnson.

**CONSENT AGENDA**

*The following consent agenda items were approved: April 10th Meeting Agenda; April 10, 2024 Meeting Minutes; checks numbering 5177 through 5186 totaling \$12,638.38 as outlined in the attached Voucher; Electronic Transfer for Go Bond Payment (May & November) (motion by Rupert; second by Hall all in favor).*

**SIGNING OF DOCUMENTS**

Commissioners plan to stop by the Port of Silverdale office to sign documents on Thursday May 9, 2024.

**PUBLIC COMMENT**

A community member mentioned that North Perry Water and the North Perry Community Fire station both have new locations, the Port may want to check and see if they have meeting rooms available for their Port meeting.

**REPORTS/UNFINISHED BUSINESS -**

**Waterfront Improvement Project**

Commissioner Aho read John Piccone's (SoundWest Engineering) report update. Please see John's report below.

• **USACE and WDFW Permit;** Tribal agreement is still pending and I've sent another update request today. I do however have the email confirmation previously mentioned that our design is acceptable so we are just waiting on terms at this point. I'm also waiting for an email back from the corps as to the expected timeline to complete other corps permit review items notwithstanding the tribal agreement. The initial conversation I had with them was that they expected 2-3 months however, that statement was qualified assuming all goes well with the other services.

I also met with WDFW on site yesterday and they indicated everything is in process with the HPA permit and expect that will be issued next week sometime. He did qualify that however telling me next week was his last week on the job and he "hoped" to complete it! Either way though, I don't expect the HPA to be a limiting factor.



## REPORTS/UNFINISHED BUSINESS Continued

**County SDAP Permit;** As mentioned, I've been in contact with the County PM (a newly assigned PM) regarding the SDAP permit and he has been fairly responsive. He's informed me that all the variances have now been approved and expects to approve the SDAP by end of May.

**Site Contamination and PLIA coordination;** I've reviewed the proposal from SLR and recommend the Port approve this scope of work so we have the CMMP included in the bid documents. I suggest getting concurrence on signing that contract for \$4850 at this evening's meeting. I'm hoping to have a more confident schedule prediction by early June given the above items but nevertheless I'll be planning and getting done what can be done with the goal of bidding in August.

*Commissioner Rupert made a motion to approve the contract and payment with SLR International Corporation. (motion by Rupert; second by Hall all in favor).*

Commissioner Hall will be working on the renovations for the inside of the store, he asked the Commission if they had ideas of what the store will be used for. Commissioner Aho mentioned that the store is zoned for a mercantile. There was much discussion amongst the Commission regarding what type of businesses would work in the store once construction is complete.

**RCO Grants;** Nothing new to report.

### **Pile Replacement Project**

- **Permits;** The project is currently fully permitted.
- **Design;** Only the inspection and a preliminary design concept has been completed and the Port is waiting for confirmation from the Tribe before proceeding with the engineering design in conjunction with finalizing the float and pier renovation design.
- **Grant and Contract Status;** No grant funds have been expended to date and the grant contract is currently set to complete work by June of 2025.
- **Anticipated Schedule;** The current assumption is that this schedule will coincide with the pier and float work and occur as a single bidding and construction phase.

The Commissioners approved the April 30, 2024 Treasurers report below:

Treasurer's Report as of April 30, 2024 General Fund \$134,651.14 Investments \$291,006.47

Good Property Management (GPM) Account \$199 total: \$425,856.61

**BFP RCO Share Total = \$851,065.00      Remaining RCO Balance \$760,745.02**

**ALEA RCO Share Total= \$500,000.00      Remaining RCO Balance \$426,327.55**

**RCFB RCO Share Total= \$191,000.00      Remaining RCO Balance \$191,000.00**



## Report

**Website** - Commissioner Aho reported that Commissioner Hall submitted his bio for the Ports website. Commissioner Rupert is still working on his and will submit it before the next Port meeting in June.

## Properties

5560 Oceanview Blvd- Back Flow test completed on

5500 Illahee Road- Illahee Road- Nothing to Report.

5507 Illahee Road / Illahee Store Property - Nothing to Report

Illahee Road lot - Nothing to Report

Dock/Pier - Commissioner Rupert discussed the backflow test failed, the Port will probably shut off the water until the upland project is completed. Commissioner Rupert will check with North Perry Water and probably have the water shut off.

## A Watershed Park

Kitsap County Parks and Recreation submitted a grant on May 1, 2024, for phase #1 which is to resolve safety issues. There was much discussion amongst the Commission regarding the centennial clean water grant that the previous Illahee Commissioners applied for, why the Port is worried about their dock facility and to maintain Illahee creek as a Salmon Bearing Stream.

## **New Business**

### U.S Army Corps of Engineers letter- Tire Reef Removal

The Army Corps of Engineers sent a letter to Commissioner Aho stating that they received the Port of Illahee's permit application to remove 1-3 tire reef clumps, the Port does not need a permit and no action is required by the Army Corp of Engineers.

### Department of Ecology Rule Making Announcement

The Department of Ecology sent a letter stating that they are beginning their rulemaking to amend some of the chapters of the Washington Administrative Code (WAC) to comply with the Shoreline Management Act and address issues that they have identified through the review, adoption, and implementation of shoreline master programs (SMPs). They will also add requirements for local governments to address the impact of sea level rise and increased storm severity on people, property and shoreline natural resources and the environment.



**Public Comment**

Community member suggestions:

The Port reach out to the Department of Community Development (DCD) to see their requirements regarding the Illahee Store property.

Years ago, the store was up and operational but had limited drain field use. The Port needs to know the limitations regarding the drain field and how much water you can pour down the sink and use of the restroom.

**ADJOURN**

*At 7:25PM the meeting adjourned (motion by Rupert; second Hall by all in favor).*

**Next regular meeting June 12, 2024 @6:30pm- via Zoom**

**Kitsap All Ports July 29, 2024 @6:30pm at Port of Brownsville**

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Commissioner

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Commissioner

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Commissioner





## Kitsap County Department of Community Development

619 Division Street MS-36 Port Orchard, WA 98366-4682

(360) 337-5777 | [www.kitsapgov.com/dcd](http://www.kitsapgov.com/dcd)

### Acceptance Letter SDAP #23-00728

**Date:** 05/22/2024

**Owner:** Port of Illahee

**Engineer:** John Piccone  
jpicone@soundwesteng.com

**RE:** Port of Illahee

**Primary Parcel #:** 4429-001-011-0000

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We have reviewed and accept for construction the site plans for the above referenced project. Staff has found the proposed site improvements to be generally consistent with Kitsap County Code.

#### **DURATION OF APPROVAL**

This permit must be issued within 365 days of approval per Kitsap County Code 12.10.055 and will expire 365 days from the date of issuance, unless work authorized by the permit has commenced, per Kitsap County Code 12.10.055. See KCSDM, Vol II, 1.5.6 for additional information on permit extensions and renewals.

#### **PRE-CONSTRUCTION MEETING**

##### **Virtual Pre-Construction Meeting**

All SDAPs require a pre-construction meeting prior to issuance. No work shall take place on a project site prior to the pre-construction meeting. The Owner (or authorized agent), Engineer, CESCL, and Contractor must meet with our inspection team at a virtual pre-construction meeting. At this meeting, we will ensure the contractor has a set of the approved plans, discuss Kitsap County requirements concerning erosion control and construction sequence, inspection requirements, plan changes, and protection of critical drainage areas.

**Permit #23-00728, Port of Illahee  
5/22/2024**

**Prior to requesting the pre-construction meeting.**

The following documents are required to be uploaded to the Pre-Construction Documents submittal line on the Online Permit Center:

1. Certificate of Liability Insurance (see Permit Conditions for details)
2. Erosion Control Bond (enclosed)
3. HPA

**Please see enclosed Pre-Construction Meeting Brochure for more information on how to schedule the meeting and additional steps to permit issuance.**

**INSPECTIONS**

The contractor is responsible for requesting inspections prior to completion. Inspections can be requested through the Online Permit Center or by calling Kitsap1 at (360) 337-5777. Site Development Activity permit fees do not include inspection hours. Inspection hours are billed monthly. All fees must be paid prior to scheduling the final inspection. Final inspection hours will be billed after the final inspection.

**APPROVED PLANS**

A copy of the approved plans and printed permit are required to be onsite throughout the construction period. Failure to have the approved plans and printed permit onsite may result in inspections being disapproved. The approved plans, with the ACCEPTED FOR CONSTRUCTION stamp from Kitsap County, shall be full-sized plans printed on minimum 22"x34" and shall be to scale. Approved plans will be made available through the Online Permit Center after the pre-construction meeting is scheduled.

**PERMIT CONDITIONS**

It is important to read the conditions of approval on your permit. Conditions may require specific instructions for construction, or documents to be uploaded prior to final inspection (see below for PROJECT CLOSE-OUT). Permit Conditions can be viewed through the Online Permit Center. A copy of your permit conditions will be provided prior to pre-construction meeting; you will be required to initial and sign the permit conditions and submit to DCD prior to your permit being issued.

**OTHER PERMITS REQUIRED**

Remove/add as applicable:

1. ROW
2. Retaining Wall
3. Building Permit for Restroom



**Permit #23-00728, Port of Illahee**  
**5/22/2024**


**PROJECT CLOSE-OUT**

The department will schedule the final inspection once all permit conditions have been met. The following documents are required to be submitted prior to final inspection as part of your permit conditions:

1. Completion, to the satisfaction of Development Services and Engineering, of all work indicated on the plans.
2. The engineer shall provide certification to Kitsap County that the drainage conveyance pipes and structures were installed in compliance with the accepted plans.
3. Provide documentation of concurrence from the Geotechnical Engineer that the project as constructed meets their recommendations.
4. The engineer shall provide certification to Kitsap County that the soils under all pollution generating pervious surfaces have been amended.
5. Submittal of an Onsite Stormwater Maintenance Covenant is required for private storm drainage facilities, which gives Kitsap County the right to inspect the facilities and guarantees the county that the facilities will be properly maintained (enclosed). This covenant must be recorded prior to scheduling the final inspection.
6. Permanent stabilization of the project site.

If we can be of further assistance, please contact Will Sullivan at [wsullivan@kitsap.gov](mailto:wsullivan@kitsap.gov).

Sincerely,



Will Sullivan  
Project Lead, Development Engineering

05/20/2024  
Date



Cecilia Olsen  
Interim Supervisor, Development Engineering

05/20/2024  
Date

**Enc:**  
**Pre-Construction Meeting Brochure**  
**Erosion Control Bond**  
**On Site Maintenance Covenant**

**CC:**  
**Other: Jim Aho, [illaheeporthree@gmail.com](mailto:illaheeporthree@gmail.com); Lauren Piccone, [lswanson@soundwesteng.com](mailto:lswanson@soundwesteng.com)**



Department of  
Community Development

# SDAP Pre-Construction Meetings

ENG201F

## SDAP PRE-CONSTRUCTION MEETINGS

All SDAPs require a pre-construction meeting prior to issuance.

### What is a pre-construction meeting (pre-con)?

A pre-con is a meeting with representatives from the applicant and the County to discuss Kitsap County requirements concerning erosion control, construction sequence, inspection requirements, plan changes, and protection of critical drainage areas. The meeting may also include a discussion regarding coordination of work by affected utilities, depending on the scope of work of your project.

### Can I start work prior to the pre-con?

No work shall take place on a project site prior to the pre-construction meeting. In the event that work takes place on the project site prior to the pre-construction meeting, the owner and/or contractor shall be in violation of KCC 12.10.030 and shall be subject to a monetary penalty as described in the KCC. In addition, the issuance of the SDAP or other permit may be delayed, and restoration work may be required for those areas of the site disturbed prematurely.

### Who needs to attend the pre-con?

For smaller projects that require **on-site** preconstruction meetings, the pre-construction meeting shall be attended by the owner or authorized representative, the project engineer, and the contractor.

For larger projects that require **virtual or office** pre-construction meetings, the pre-construction meeting shall be attended by:

- The owner or an authorized representative of the owner.
- The designated Certified Erosion and Sediment Control Lead (CESCL)
- The project engineer.
- A representative of the general contractor.
- A representative of Kitsap County.
- Representatives from all affected utilities.

The acceptance letter for your project will indicate whether the pre-con will be held on-site or virtually.

[Kitsap.gov/DCD](http://Kitsap.gov/DCD)  
(360) 337-5777

[Help@Kitsap1.com](mailto:Help@Kitsap1.com)

Revised 3/15/2024

### [How can I prepare for the pre-con?](#)

Check your acceptance letter for Pre-Construction Documents that are required to be submitted prior to scheduling your pre-construction meeting. These can include certificate of liability insurance, an erosion control covenant or bond, a copy of your NPDES permit or proof of other permits that may be required for your project.

### [How do I schedule my pre-con?](#)

After you have uploaded the Pre-Construction Documents, you may request your Pre-Construction Meeting by emailing [help@Kitsap1.com](mailto:help@Kitsap1.com) or calling 360-337-5777. Please note, customer's preferred days/times are considered but requests are tentative – **the pre-construction meeting date is not confirmed during the initial request**. Once it has been verified that all required Pre-Construction Documents are uploaded, your pre-construction meeting will be scheduled. **You will receive a confirmation email appointment with meeting details and instructions on how to access your Approved Permit Documents.**

### [How can I find my Approved Permit Documents?](#)

The Approved Plans, Permit Conditions & Pre-Construction Meeting Packet will be made available for printing after your Pre-Construction Meeting has been scheduled.

See this link to a video showing how to access your Approved Permit Documents for printing: [Locating Approved Permit Documents & Plans](#)

### [What do I do with my Approved Permit Documents?](#)

**For ON-SITE pre-cons**, it is the responsibility of the applicant to print and bring to the pre-construction meeting a copy of the Approved Plans and signed copies of the Permit Conditions & Pre-Construction Meeting Packet. If these documents are not brought to the pre-construction meeting, the Site Development Activity Permit cannot be issued.

**For VIRTUAL pre-cons**, it is the responsibility of the applicant to print a copy of the Approved Plans to have available on-site for the first inspection. The applicant is also responsible for ensuring the signed copies of the Permit Conditions & Pre-Construction Meeting Packet are uploaded to the Online Permit Center once the pre-construction meeting is complete. If these documents are not uploaded to the Online Permit Center, the Site Development Activity Permit cannot be issued.

# Kitsap County Document Recording Fees

**Effective January 1, 2024** (RCW 36.18, RCW 36.22, RCW 58.24, WAC 332-150)

## Standard Fee:

First Page.....	<b>\$303.50</b>
Each Additional Page.....	\$1.00

## Exceptions to Standard Fee:

### First Page Fees:

Appointment of Trustee & Substitution of Trustee .....	\$18.00
Assignment of Deed of Trust .....	\$18.00
Death, Birth, and Divorce documents .....	<b>\$18.00</b>
Deed of Trust.....	<b>\$304.50</b>
Employment Security Liens & Releases.....	<b>\$15.00</b>
Liens & Releases - Federal Tax .....	\$16.00
Liens & Releases - State, County or City (governing agency) .....	<b>\$18.00</b>
Liens & Releases - Wage .....	\$18.00
Liens & Releases - Water-Sewer District .....	\$18.00
Marriage License Application.....	\$72.00
Military Separation or Discharge .....	No Fee
Military Discharge request for Public Disclosure Exemption.....	\$7.00
Resignation & Appointment of Successor Trustee .....	\$18.00
Emergency Recording on a Nonstandard Form (in addition to recording fees)	\$50.00

**Each additional page .....** \$1.00

## Multiple Transaction Documents:

First Transaction .....	<b>\$303.50</b>
Each Additional Transaction Title.....	<b>\$303.50</b>
Each Additional Page.....	\$1.00

## Maps:

Survey, Short Plat or Large Lot Subdivision .....	<b>\$424.50</b>
Each additional page .....	\$5.00
Plat or Condominium – up to 50 lots .....	<b>\$423.50</b>
Plats – each additional lot over 50.....	\$.50
Each Acknowledgment, dedication, description over 50.....	\$1.00
Cemetery Plat – Each Lot over 100.....	\$.25

## Copy and Search Fees

<b>Certified Copies</b> – First page.....	\$3.00
Each additional page.....	\$1.00
<b>Non-Certified Copies</b> – per page.....	\$1.00
<b>Map Copies</b> (18"X24") – first page .....	\$5.00
Second page .....	\$3.00
<b>Document Search</b> per hour fee .....	\$8.00

## KITSAP COUNTY AUDITOR

# Recording a Notice to Title or Covenant Checklist

### CONTACT INFO [Online](#)

**Business Hours**  
M-Th 9AM-4:30PM  
Fri 9AM-12PM

*Providing essential services  
to the people of Kitsap  
County with  
quality,  
accountably,  
and accessibility.*

KITSAP COUNTY  
AUDITOR  
RECORDING DIVISION

614 Division St. MS-31  
Port Orchard WA 98336-4687

Phone: 360-337-7129  
Fax: 360-337-4645  
Email: [auditor@co.kitsap.wa.us](mailto:auditor@co.kitsap.wa.us)  
[Kitsapgov.com/auditor](http://Kitsapgov.com/auditor)

### RECORDING DOCUMENTS

- Ensure that your document meets [recording requirements](#) as listed on [kitsapgov.com/auditor](http://kitsapgov.com/auditor).
- Review the [fee schedule](#) as listed on [kitsapgov.com/auditor](http://kitsapgov.com/auditor) to submit the correct payment.
- Return name and address are in the upper left corner.
- Ensure the parcel number and [abbreviated legal](#) is in the correct format as listed on [kitsapgov.com/auditor](http://kitsapgov.com/auditor).
- Document is signed.
- Submit your document via drop box with a check or money order payable to **Kitsap County Auditor**.
- Receive your recorded document in the mail.

### DROP BOX LOCATION

- A drop box is located just outside of the main lobby doors of the Administration Building at 619 Division Street, Port Orchard, WA. Label your envelope **Kitsap County Recording**.

### REMINDERS

- ✓ Recorded original documents are mailed to the return address listed in the upper left corner of the document through standard USPS unless a pre-paid envelope is provided.
- ✓ Provide contact information in case we need to reach you about your document.
- ✓ **DON'T GET REJECTED!** Documents must meet the recording requirements and have the correct recording fee.
- ✓ Notice to Titles and Covenants received in the drop box before 2:30pm Monday thru Thursday will be recorded same day.
- ✓ Recorded documents are immediately available in [document search](#).



Surety Bond Number \_\_\_\_\_

## EROSION AND SEDIMENTATION CONTROL PERFORMANCE BOND

Know all persons by these presents, that \_\_\_\_\_ of \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, incorporated under the laws of the State of \_\_\_\_\_ and authorized to conduct a surety business in the State of Washington, are jointly and severally held, bound and obligated unto Kitsap County, a Political Subdivision of the State of Washington in the full and just sum of Five thousand dollars (\$5000.00), lawful money of the United States of America, for the payment of which we jointly and severally bind ourselves, and each of our heirs, executors, administrators, legal representatives, successors and assigns, firmly by these presents.

The conditions of this bond are such that whereas, on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ Kitsap County Department of Community Development issued a Site Development Activity Permit **#23-00728** for the development known as **PORT OF ILLAHEE - PUBLIC ACCESS & DOCK PARKING**, located in Section 31, Township 25, Range 2E, Willamette Meridian, Kitsap County Washington. Under the terms of this application, the said Principal herein agrees to furnish all materials and do certain work according to the maps, plans and specifications made a part of said application for erosion and sedimentation control. A copy of the maps, plans and specifications are on file with the Department of Community Development and are incorporated herein and made a part of this bond as fully for all purposes as if here set forth at length. This bond shall cover all approved change orders as if they were in the original contract.

Whereas, Kitsap County Code Title 12 requires the Principal to furnish a bond to guarantee that the temporary erosion and sedimentation control facilities and permanent site stabilization measures will perform in accordance with this title. This Bond shall run continuously until released by the County and shall not be subject to an expiration or cancellation date. The Principal may request the release of this Bond after the passage of one complete winter season after the completion of the project. For purposes of this Bond, project completion is defined as completion of all work authorized and directed by the Site Development Activity Permit. For purposes of this Bond, a complete winter season is defined as the period of October 1st through April 15th.

Whereas, the Principal, their heirs, successors and assigns, but not including the Surety, agrees to hold harmless and indemnify Kitsap County from any and all claims arising from any activity Kitsap County undertakes on the property if it becomes necessary for Kitsap County to conduct erosion and sedimentation control work.

Now, therefore, if the Principal herein shall faithfully and truly observe, comply with, and perform all of the terms, conditions and provisions of the permit in all respects and pay all laborers, mechanics, subcontractors, and suppliers, then this obligation will terminate; otherwise this obligation shall remain in full force and effect.

The above-named Surety, \_\_\_\_\_, agrees that no change, extension of time, alteration or addition to the work to be performed or to the plans or specifications relating to the same, shall in any way affect our obligation under this bond and said Surety specifically waives notice of any such change, extension of time, alteration or addition.

The above-named Surety, \_\_\_\_\_, shall honor the County's demand without inquiring whether the County has a right between itself and the Principal to make the demand.

This Bond shall be governed by and construed in accordance with the laws of the State of Washington. Any action with respect to this Bond shall be brought in Kitsap County Superior Court, Port Orchard, Washington.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

PRINCIPAL

SURETY

\_\_\_\_\_  
Name of Principal

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Address of Principal

\_\_\_\_\_  
Address of Local Issuing Agency

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Surety's Signature

STATE OF  
WASHINGTON)  
ss)  
COUNTY OF KITSAP)

On this day personally appeared before me \_\_\_\_\_, to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein stated.

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

\_\_\_\_\_  
**NOTARY PUBLIC** in and for the State of Washington, residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

*Corporate Acknowledgment:)*

STATE OF \_\_\_\_\_  
  } ss  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn, personally appeared \_\_\_\_\_ to me known to be the \_\_\_\_\_ of \_\_\_\_\_ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath, stated that \_\_\_\_\_ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



## **MOORAGE AGREEMENT BETWEEN SUQUAMISH INDIAN TRIBE AND THE PORT OF ILLAHEE**

This **MOORAGE AGREEMENT** (Agreement) is entered into between the Suquamish Indian Tribe (Tribe), a federally recognized Indian tribe and the Port of Illahee ("Port"), a municipal corporation of the State of Washington. The Tribe and the Port are hereinafter collectively referred to as the "Parties" or singly as "Party."

### **I. RECITALS**

**WHEREAS**, the Port operates the Illahee Dock located in Illahee, Kitsap County Washington, located near Port Orchard Bay (the "Dock"), which serves recreational vessels. The Port applied for a permit from the U.S. Army Corps of Engineers (the "Corps"), referenced as permit application number NWS-2021-861 as modified by NWS-2021-861-A, to replace the floating docks, remove **portions of** the pier, and other waterfront access improvements as described generally in the Port's Joint Aquatic Resources Permit Application for the project named "Port of Illahee Public Pier and Float Rehabilitation" and associated application materials (the "Project");

**WHEREAS**, the proposed Project area lies within the traditional fishing and ancestral territory of the Tribe. The Tribe has a strong pre-historical, historical, and contemporary connection in Illahee and Port Orchard Bay that is significant and well documented. Ethnographic and archaeological evidence demonstrates that the Suquamish People have lived, gathered food stuffs, ceremonial, and spiritual items, and hunted and fished for thousands of years throughout the proposed Project area. The Tribe seeks protection of all treaty-reserved natural resources through avoidance of impacts to habitat and natural systems. The Tribe has taken a leadership position in efforts to protect, restore, and enhance the marine waters of Kitsap County to ensure protection of the Tribe's treaty and cultural resources;

**WHEREAS**, the Tribe is a signatory to the 1855 Treaty of Point Elliott. In the Treaty of Point Elliott, the Tribe ceded its ancestral territory, including the Port of Illahee and surrounding project area, to the United States, but reserved rights to fish at usual and accustomed grounds and stations ("U&A") and to hunt and gather on open and unclaimed lands. Federal adjudication of the Tribe's U&A has affirmed that Illahee, Port Orchard Bay and other areas within Puget Sound constitute reserved fishing areas within the Tribe's U&A;

**WHEREAS**, the Port recognizes and supports the Tribe's treaty reserved fishing rights and supports the Tribe's leadership position in efforts to protect, restore, and enhance the marine waters of Kitsap County. This Agreement will contribute to that effort;

**WHEREAS**, the Project yet to be constructed includes the following items and associated work as shown in *EXHIBIT A – DEDICATED MOORAGE LOCATION*:

- a. The removal and disposal of two existing floats, two gangways, and a portion of the fixed pier, including the removal of 24 existing creosote piles (8 x 12-inch diameter and 16 x 12-20-inch diameter);
- b. Installation of a new 50' long by 4'6" grated gangway with a new 7' by 9" grated gangway landing float;
- c. Installation of a new 91' long by 7' wide access float;
- d. Installation of eight new 26' deep moorage slips and new recreational float;
- e. Installation of four new 26' long by 4' wide finger piers;
- f. Installation of a new 7' wide by 89' long non-motorized recreation float;

- g. Installation of 15 new 16-inch diameter steel piles; and
- h. Upland work which will include the installation of new sidewalks, stormwater drainage improvements, vehicular access roadways, parking, among other upland enhancements.

**WHEREAS**, the Parties acknowledge the mutual interest in completing the Project. This Agreement is necessary to resolve the short-term and long-term impacts to the Tribe's treaty fishing activities associated with the full scope of the Project. The Parties acknowledge that Tribal fishers often have to avoid an area or alter the time, manner, and place of fishing due to existing in-water physical structures, like docks and marinas, and due to vessel traffic to and from these facilities. Fishing gear is often damaged or lost due to interference from construction activities;

**WHEREAS**, the Tribe and the Port have negotiated this Agreement that ensures that Tribal concerns are addressed, and the full scope of the proposed Project can move forward and receive all required authorizations from the Corps. This Agreement fully addresses the Tribe's concerns regarding the Project and the Port's proposed activities associated with the Project; and

**WHEREAS**, the purpose of this Agreement is to exchange certain obligations and commitments of the Port and of the Tribe, as outlined herein. Therefore, the Port's obligations are contingent on the Tribe fulfilling the Tribe's obligations. Likewise, the Tribe's obligations are contingent on the Port fulfilling the Port's obligations. Generally, this Agreement is intended to provide for vessel and fishing coordination during certain construction activities undertaken by the Port during completion of the Project, to provide certain moorage rights to Tribal members, and to provide for the withdrawal of the Tribe's objections to the existing permit application to the Corps submitted by the Port for the Project.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein and in order to continue to foster the cooperative efforts of the Tribe and the Port to protect, restore, and enhance the marine waters of Kitsap County, the Tribe and the Port agree that the following rights and obligations shall arise and be effective upon the Effective Date of this Agreement.

## II. TERMS AND CONDITIONS

1. **EFFECTIVE DATE.** This Agreement shall be effective on the date ~~is~~ executed by the Tribe and the Port (the "Effective Date"), subject to the condition precedent that the Tribe's Tribal Council and the Port Commission has approved this Agreement.
2. **AGREEMENT, VESSEL AND FISHING COORDINATION.** The contact listed below (the "Agreement Contact") shall be the initial contact point between the Port and the Tribe for any issues related to the Agreement, the Project and vessel and fishing coordination. The Agreement Contact may be changed from time-to-time by either Party by providing notice in accordance with Section 4 below.

PORT AGREEMENT CONTACT:

Jeffrey Rupert Jamesim Aho  
P.O. Box 2357  
Bremerton, WA 98310  
Telephone: (360) XXX-XXXX360-649-1049  
llaheportthree2@gmail.com

TRIBE AGREEMENT CONTACT:

Rod Malcom  
Suquamish Indian Tribe Fisheries Department  
P.O. Box 498  
Suquamish, WA 98392  
(360) 394-8449  
*rmalcom@suquamish.nsn.us*

3. **COORDINATION OF IN-WATER WORK.** For in-water construction work associated with the Project, the Tribe and the Port agree to exchange accurate and specific fishing and/or related activity and vessel traffic information with the objective of avoiding and minimizing potential conflicts.

a. To facilitate this coordination, the Port will provide accurate and specific Project-related vessel traffic information, including the schedule of arrivals, departures, and locations for Project related vessels for any remaining construction activities, to the Tribe based on a mutually agreeable date but no less than two weeks prior to any activities.

b. The Tribe will provide the Port with a description of the Tribe's fishing management periods when they become available and a description of the anticipated specific times and locations for Suquamish fishery openings through the course of the year.

c. The Tribe will provide the Port with a list of active Suquamish Tribal registered fishing vessel owners. The list shall include the name and length of the vessel and registered fishing vessel owner's name. The Tribe will update the list of registered fishing vessel owners whenever there is an addition or deletion of a registered owner.

d. For remaining in-water construction work associated with the Project, the Tribe and the Port agree to work together cooperatively to coordinate activities of the Tribe and the Port and minimize conflicts. For this purpose, the Port will send the specified information in advance to the Tribe Agreement Contact for the Tribe and the Tribe will send specified information in advance to the Port Agreement Contact for the Port.

4. **NOTICES.** All written notices required to be given pursuant to the terms of this Agreement shall be (a) delivered personally; (b) deposited in the United States mail, Certified mail, return receipt requested, postage prepaid; or (c) overnight courier service, to the Parties at the following addresses:

FOR THE PORT: Port of Illahee  
P.O. Box 2357  
Bremerton, WA 98310  
Telephone: (360) 649-1049  
Attn: Jim Aho, Jennifer Olson, and John Piccone.

FOR THE TRIBE: Suquamish Indian Tribe  
PO Box 498  
Suquamish, WA 98392  
Telephone: (360) 598-3311  
Attn: Office of Tribal Attorney

5. **TRIBE MOORAGE.** The Port shall provide the Tribe's fishers with twenty-six feet (26 ft.) of dedicated moorage without any fees or costs to the Tribe or Tribal members ("Dedicated Moorage"). Dedicated Moorage shall be provided solely to Tribal members and Tribal entities to moor Tribal Vessels being used for treaty fishing activities, which constitute a traditional Tribal function. As used in this Agreement, the term "Tribal Vessel" means a vessel owned by a Suquamish Tribal member or Suquamish Indian Tribe entity and bearing the unique Suquamish Indian Tribe vessel registration number which signifies that the vessel is used exclusively for treaty fishing activities. The Dedicated Moorage locations are hereby designated and specifically depicted in **Exhibit A**, which is attached hereto and incorporated by this reference, and described generally follows: The inland side of the outermost 26' finger pier.

a. Notwithstanding the dedicated moorage described above and depicted in *Exhibit A*, Tribal Vessels may use other slips at the Dock on a transient basis;

b. The moorage shall be provided continuously until such time as the Dock is no longer operated by the Port.

c. All Dock users, including those provided moorage under this Agreement, are expected to comply with the Illahee Port Use and Moorage Rules and Regulations as revised from time to time and to follow the Port's standards of operation ("Port Regulations and Standards"). Any Tribal members or their guests who do not abide by Port Regulations and Standards will be reported to the Suquamish Indian Tribe's Fisheries Department.

d. The Tribe's Fisheries Department point of contact is: Rob Purser, (360) 394-8436 or at [rpurser@suquamish.nsn.us](mailto:rpurser@suquamish.nsn.us). The Tribe will provide an updated point of contact as needed.

e. The Port reserves the right to trespass or otherwise exclude from Port property any Tribal member or guest that engages in repeated or serious violations of Port Regulations and Standards in the same manner as the Port enforces its Port Regulations and Standards generally, provided that prior to issuing any notice of trespass or exclusion, the Port will first report the member or their guest to the Tribe's Fisheries Department, unless the Port determines that immediate action is necessary.

f. Neither the Tribe nor individual Tribal members shall sublease or otherwise assign any of the rights to use Dedicated Moorage provided in this Agreement;

g. The Port shall post signage advising Dock users that the inland side of the outermost 26' finger pier is reserved for Tribal Vessels; ;

h. The Port shall not install any gates that impair access to the pier, without the concurrence of the Tribe;

i. The Port and Tribe shall work together to develop educational signage ~~to~~ at the pier, with the purpose of educating the public about the Tribe and tribal treaty fishing;

6. **TRIBE'S WITHDRAWAL OF OBJECTIONS TO AND SUPPORT OF EXISTING PERMITS.** The Tribe will, without delay or condition, inform the Corps that the Tribe has reached an agreement with the Port and hereby withdraws its objections and supports all Corps approvals and authorizations related to the Project, including for the permit application identified as NWS-2021-861, as modified by NWS-2021-861-A.

7. **DURATION OF AGREEMENT.** This Agreement, including the right to moorage for the Tribe provided in this Agreement, shall be effective so long as the Port operates the Dock and shall terminate at such time as the Port ceases to operate the Dock. If the Port were to ever transfer ownership or operation of the Dock, the obligations contained herein shall be a covenant running with the Dock in favor of the Tribe and binding on the successor to the Port.

8. **AMENDMENT OF AGREEMENT.** No amendment or modification of this Agreement is valid unless it is in writing and signed by both Parties.

9. **AUTHORITY TO SIGN AND CONSTRUCTION.** The Parties acknowledge that the terms of this Agreement were reached after government-to-government consultations and have been reviewed by and discussed with respective counsel for each of the Parties. The Parties further agree that this Agreement shall not be construed in favor of or against either Party. Rather, in any dispute between the Parties, the language of this Agreement shall be construed as a whole according to its fair meaning. The undersigned warrant and represent that they have complete and proper authority to execute this Agreement on behalf of their respective Party, that they have read this Agreement and understand its contents, and that upon the Effective Date each Party has an enforceable obligation to undertake the actions, terms, conditions, and covenants thereof.

10. **DISPUTE RESOLUTION.** The Parties agree to attempt to settle any disputes under this Agreement through good faith negotiation between the Parties and according to the following ordered steps.

a. The Agreement Contacts should meet and confer to resolve the dispute.

b. If the Agreement Contacts are unable to resolve the dispute, the manager of the Port and the Tribe's chairperson (the "Leaders") shall meet and confer to resolve the dispute.

c. If the Port Manager and Leaders are unable to resolve the dispute, the Parties will pursue resolution of the dispute through non-binding mediation administered by the American Arbitration Association under its Commercial Mediation Procedures. The mediator shall have at least ten years' experience in contractual disputes and preferably Indian law and port district law expertise. In the event that an agreement on a mediator cannot be achieved within fifteen (15) business days, then the Parties shall in a joint letter, provide four names (two by each Party) of qualified candidates for mediator to the American Arbitration Association and the American Arbitration Association shall be asked to select such mediator. The Parties shall split equally the cost of mediation and bear their own costs and attorneys' fees. Either Party may end the mediation at any time upon written notice to the other Party and the mediator.

d. If the Parties are unable to resolve the dispute through direct discussions or through mediation, the dispute shall be resolved by binding arbitration to be conducted at a location agreeable to both Parties. Within ten (10) business days after either party invokes arbitration, the Parties shall select a single arbitrator by mutual agreement, and, if no agreement can be reached within sixty (60) days, then the Parties shall in a joint letter, provide four names (two by each Party) of qualified candidates for arbitrator to the American Arbitration Association and the American Arbitration Association shall be asked to select such arbitrator. The arbitrator shall have at least ten years' experience in general contract principles, and, preferably, expertise in the laws applicable to port districts and Indian law including Tribal reserved treaty rights. The arbitration proceeding shall allow for only abbreviated discovery with no more than two short depositions, one

request for interrogatories that do not exceed twenty questions, the production of relevant documents, and timely identification of fact and expert witnesses. The authority of the arbitrator is limited to enforcing the terms and conditions of this Agreement, the judgment on the award rendered by the arbitrator may be enforced in a court of competent jurisdiction; provided, however, that the Parties agree that the selected court shall have only the power to enter and enforce, but not to review or modify, the arbitrator's award. Both Parties agree to accept and be bound by the award of the arbitrator or judgment, ruling or order enforcing the arbitration award which is final (because either the time for appeal has expired or the judgment or order is issued by the court having final appellate jurisdiction over the matter and is not subject to collateral attack). Except to the limited extent set forth in this Section 11, the Tribe is not waiving its sovereign immunity. Each Party shall bear its own costs and attorneys' fees and shall share equally the cost of the arbitrator.

11. **APPLICABLE LAW.** This Agreement shall be interpreted using generally recognized principles of contract law, considering the applicable laws of the United States and the Suquamish Indian Tribe.

12. **NO THIRD PARTY BENEFICIARIES/ENFORCEMENT.** This Agreement will not be construed to create any enforceable obligation of either the Tribe or the Port in favor of any non-party to this Agreement. The Parties to this Agreement recognize incidental benefit to Tribal fishers and others, but such Tribal fishers and others are not entitled to enforce this Agreement independently from the Parties.

13. **FORCE MAJEURE.** Neither Party will be liable to the other for any failure of performance under this Agreement due to causes beyond its control which such Party was unable to avoid or overcome through the exercise of reasonable diligence, including, but not limited to: acts of God, fire, flood, earthquake or other catastrophes; material or facility shortages or unavailability not resulting from such Party's failure to timely place orders therefore; lack of transportation; the imposition of any governmental codes, ordinances, laws, rules, regulations or restrictions; national emergencies; terrorism; insurrections; riots; wars; or third party strikes, lockouts, work stoppages or other labor difficulties (collectively, "Force Majeure Events").

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

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

16. **FACSIMILE OR ELECTRONIC PDF FILE TRANSMISSION.** This Agreement and all subsequent notices or modifications may be executed by the Parties and transmitted by facsimile or electronic transmission of a PDF file and, if so executed and transmitted, this and all subsequent notices or modifications will be, for all purposes, as effective as if the Parties had delivered an executed original.

17. **ENTIRE AGREEMENT.** This Agreement (including the Recitals) represents the entire and complete agreement between the Parties and supersedes all prior negotiations,

representations, or agreements, either written or oral, and may be amended or modified only in writing signed by both Parties.

**IN WITNESS WHEREOF**, the Parties hereto agree to the terms and conditions of this Agreement.

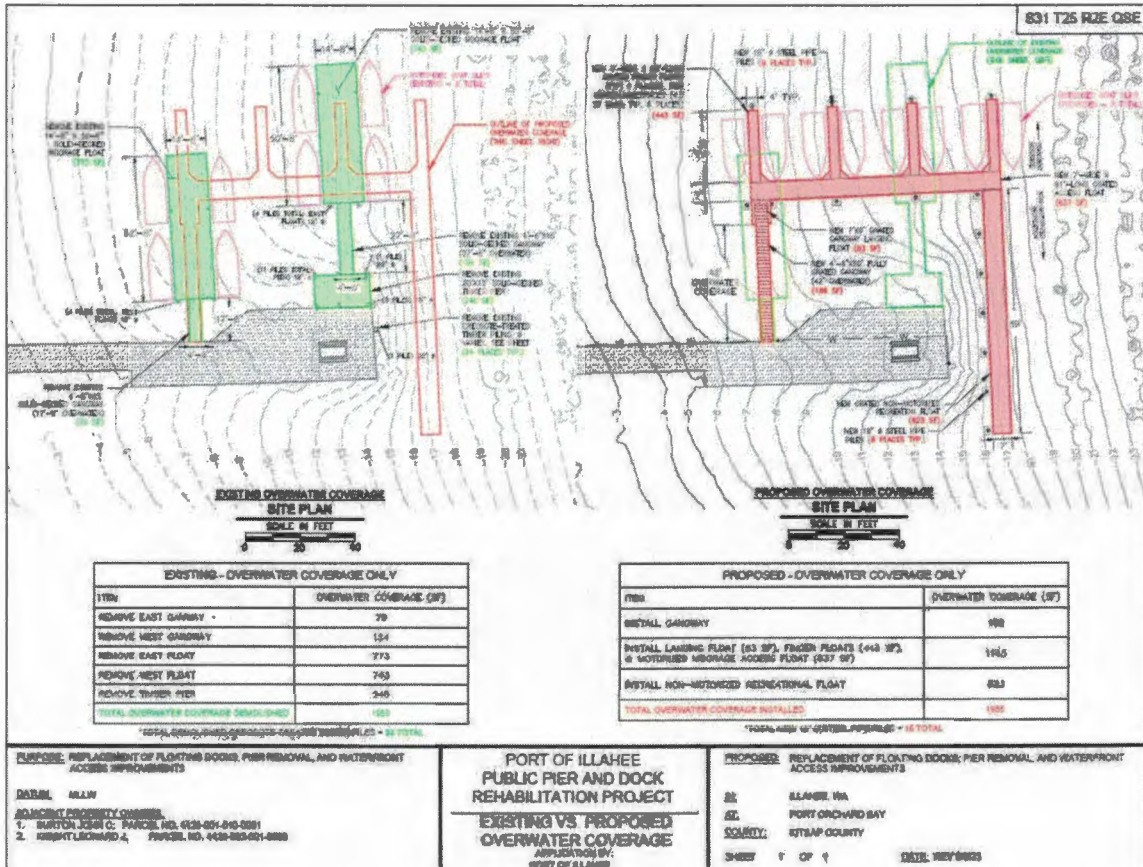
**PORT OF ILLAHEE**

**SUQUAMISH INDIAN TRIBE**

James Aho  
By: \_\_\_\_\_  
Commission Chair  
Port Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
Leonard Forsman  
Chairman  
Date: \_\_\_\_\_

# EXHIBIT A – DEDICATED MOORAGE LOCATION







May 3, 2024

Attention: Mr. Jim Aho  
Port of Illahee  
PO Box 2357  
Bremerton, WA 98310

**RE: Proposal to Prepare a Contaminated Media Management Plan  
Port of Illahee  
5500 Illahee Road, Bremerton, WA 98311**

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Dear Jim:

SLR International Corporation is pleased to provide you with this scope of work and cost estimate to prepare a Contaminated Media Management Plan (CMMP) for the Port of Illahee property located at 5500 Illahee Road in Bremerton, Washington (the Subject Property). The Subject Property consists of two parcels of land owned by the Port of Illahee and totaling approximately 0.50 acres that are currently developed with a single-family residence and the Illahee Dock. SLR understands that the project area also encompasses the current Illahee Dock access road. According to Kitsap County Assessor records, the Subject Property parcels are identified as Parcels No. 4429-001-011-0000 and 312502-4-001-2009. The Illahee Dock road is a public right-of-way that does not have an associated parcel number.

## Background

SLR understands that the Port of Illahee is planning to carry out construction work at the Subject Property that may result in the disturbance of soil and/or groundwater that could potentially be contaminated from the former gas station located adjacent to the west of the Subject Property at 5507 Illahee Road. This facility, also owned by the Port of Illahee, is currently undergoing assessment and planning for remediation of soil and groundwater that are contaminated with petroleum hydrocarbons. Based on the results of SLR's investigations of this facility, contaminated soil and groundwater extends onto the western portion of the Subject Property. The eastern extent of contamination is unknown.

## Project Objective and Scope of Work

SLR proposes to prepare a CMMP for the Subject Property that will specify the procedures for identifying, handling, and properly disposing of petroleum hydrocarbon-impacted soil and groundwater that could potentially be generated during construction work at the Subject Property. A CMMP is a site-specific plan that provides information and guidance to the contractor(s) who will be working on the Subject Property regarding the potential location, type, and source of contaminated media, as well as guidelines for safely handling and disposing of these materials in a cost-effective way. A CMMP also provides the contractor with the information needed to prepare a Health and Safety Plan to protect site workers from exposure to contaminants. Subsections within a CMMP for the Subject Property will include a Soil Management Plan, Field Screening and Soil Sampling Plan, and a Groundwater Management Plan.

## Project Cost and Schedule

SLR will complete this scope of work for a time and materials fee of \$4,850. Charges for work that are not part of the proposed scope of work are not included in the budget estimate. The estimated cost and proposed scope of work are based on information available to SLR at this time. If conditions change, unforeseen circumstances are encountered, or work efforts are redirected, then the cost estimate may require modification. The estimated costs will not be exceeded without prior authorization from the Port of Ilahee.

The work will be conducted in accordance with the terms and conditions of the *Agreement for Environmental Services*, attached. Please indicate your approval of the proposal by signing the attached *Agreement for Environmental Services* and *Statement of Work*. After you have signed the documents, please return copies to me by mail or by email at [clee@slrconsulting.com](mailto:clee@slrconsulting.com).

SLR will begin work immediately upon authorization to proceed. SLR will provide a completed draft version of the CMMP for your review within 30 business days of receipt of authorization to proceed.

SLR appreciates and looks forward to the opportunity to assist you on this project.

Regards,

SLR International Corporation



**Christopher Lee, L.G.**  
Senior Geologist  
[clee@slrconsulting.com](mailto:clee@slrconsulting.com)

Attachments    Professional Services Agreement  
                      Statement of Work and Fee Schedule

cc     John Piccone, Soundwest Engineering Associates



**SLR International Corporation**

22118 20th Avenue Southeast, Suite G202, Bothell, Washington, 98021



## Attachment A – Professional Services Agreement



## PROFESSIONAL SERVICES AGREEMENT

This Agreement, which shall include any attachments hereto, is by and between SLR International Corporation ("SLR" or "We") and The Port of Illahee

("Client" or "You") (each a "Party" and together the "Parties"), and is entered into effective the date of the last signature hereto ("Effective Date"). The signing of this Agreement by the Client and SLR authorizes SLR to carry out and complete the Services as described in a Statement of Work ("SOW") in consideration of the mutual covenants set forth in this Agreement. Additional SOWs describing new Services to be performed hereunder may be added from time to time, upon mutual agreement.

1. **SCOPE OF SERVICES:** SLR will provide as-requested services ("Services"). Services will be performed pursuant to an SOW or Client issued Purchase Order agreed upon by both Parties, which shall be incorporated herein and made part of the Agreement. You authorize us to act on instructions, consistent with the agreed scope of Services, which are given in any manner, if we reasonably believe that You or a person with authority to act on your behalf has given those instructions. Any conflicting terms and conditions of purchasing associated with a Purchase Order will be disregarded and the terms and conditions of this Agreement shall prevail.
2. **FEE FOR SERVICES:** SLR's fee for the Services shall be provided either on a time and materials or fixed fee basis, as established in an SOW. SLR's applicable rates will be listed in a Rate Schedule attached to the applicable SOW. SLR may adjust its rates from time to time, provided however, that Client shall be provided at least thirty days advance written notice of such adjustment. The Client's obligation to pay for the Services performed under this Agreement is in no way contingent upon Client's ability to obtain financing, zoning, approval of governmental or regulatory agencies, favorable judgment of lawsuit, or upon Client's successful completion of the Project.
3. **EXTRA SERVICES:** SLR may also perform consulting tasks in addition to the Services ("Extra Services" or "Changes"), subject to the Parties' mutual written agreement and the terms of this Agreement.
4. **PAYMENT TERMS:** SLR will, on a monthly basis, or upon the completion of the Services, or as otherwise described in a SOW, submit invoice(s) for the un-billed portion of Services actually completed. Client agrees to pay the invoiced amounts within thirty (30) days from the date of the invoice. Any payment that is not received by SLR within said 30 days shall be considered delinquent. SLR reserves the right to include a late payment charge, at a rate of 1.5 percent per month, for each month an invoice is delinquent. Failure to charge late payment charges will not affect SLR's right and ability to do so going forward. SLR may suspend or terminate any and all of the Services, regardless of the SOW on which they appear, if payment of any invoiced amount not reasonably in dispute is not received by SLR within 60 days from the date of SLR 's invoice. Such suspension of services is done without waiving any other claim against Client and without incurring any liability to Client for such suspension due to Client's breach of payment terms. Termination shall not relieve Client of its obligation to pay amounts incurred up to termination.
5. **TERM:** The Term of this Agreement shall commence on the Effective Date and shall continue until terminated by one of the Parties in accordance with these terms, or until work under an agreed SOW is completed.
6. **SLR RESPONSIBILITIES**
  - (a) **Standard of Performance:** SLR will perform the Services using that degree of skill and care ordinarily exercised under similar conditions by reputable members of the profession practicing in the same or similar locality at the time of performance. SLR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing the Services.
  - (b) Except where an SOW specifically includes provision of such advice or consideration, the obligations of SLR under this Agreement do not include a duty to advise or undertake any investigation to determine regulatory compliance, the actual or possible presence of pollution, asbestos containing materials, infestation, actual or possible presence of protected or invasive species, or contamination at the Client's site(s) or as to the risks of such matters having occurred, being present or occurring in the future nor shall SLR have any duty to consider such matters as influencing any aspect of the Services to be performed by SLR under this Agreement.
  - (c) Where the agreed SOW includes a site or environmental assessment, audit, review or investigation which includes the interpretation, interpolation or extrapolation of data from discrete

sampling and/or observation locations and/or discrete times, the Client accepts and agrees that these data may not represent actual conditions at other such locations or at other times and that SLR's conclusions and recommendations based on such data are statements of professional opinion and not statements of fact. Although SLR will carry out such Services and provide its conclusions and recommendations with reasonable skill, care and diligence, it accepts no liability if the actual conditions at other locations or at other times are different from those described in SLR's conclusions or recommendations.

- (d) If the SOW includes construction observation or observation of explorations, then, on the basis of site observations performed, SLR will keep the Client informed as to the progress and quality of the work and shall endeavor to guard the Client against defects and deficiencies in the work and confirm that the work is proceeding in accordance with the contract documents. SLR shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures or have safety precautions and programs in connection with the work since these are the contractor's responsibility. Observations provided by SLR are solely for the benefit of the Client.

#### 7. CLIENT RESPONSIBILITIES

- (a) The Client shall ensure that its employees, agents, other consultants, and contractors act reasonably and give such assistance and co-operation as shall reasonably be required by SLR in the performance of the Services.
- (b) The Client shall ensure that its decisions, instructions, consents, or approvals on or to all matters properly requiring such shall be given in such reasonable time so as not to delay or disrupt the performance of the Services by SLR.
- (c) Client shall arrange for access to and make all provisions for SLR to enter upon public and private property as required for SLR to perform the Services. SLR will assist Client in obtaining access, if requested by Client and is part of the SOW. Client, at its expense, shall furnish approvals and permits from all governmental authorities having jurisdiction over the Client's project and such approval and consents from others as may be necessary for completion of the Services, unless otherwise arranged for in writing with SLR.
- (d) Client is responsible for informing SLR of the locations of any underground structures or utilities. Client will provide all necessary and relevant data and information, including underground services, structures or artificial obstructions and details of the services to be performed by any contractors or consultants, and shall ensure such data is accurate and complete. SLR shall be entitled to rely on such information and will not be responsible for any damage to underground services, structures or obstructions or for any damage, claims, expenses or loss arising as a result of such excavating, boring, probing or the like below existing ground level, unless the locations of the underground services, structures or artificial obstructions on Site are accurately shown on the Client furnished drawings or plans. SLR will not be responsible for inadvertent damage to underground structures or utilities that were not made known to SLR prior to the start of obtrusive activities such as digging or drilling.
- (e) The Client acknowledges that it has a duty of care with respect to the health and safety of SLR's employees while they are on the Client's premises or on sites controlled by the Client and confirms it will comply with all applicable health and safety legislation. The Client acknowledges SLR's right to stop work under any circumstances where SLR or its employees consider commencing or continuing their activities would either be unsafe or pose an unacceptable risk to themselves or others. In such circumstances the Parties will engage as soon as is practicable to agree a resolution to allow work to resume.
- (f) Client agrees to advise SLR upon execution of this Agreement of any hazardous substance or material or any other condition, known or that reasonably should be known by Client, existing in, on, or near the site that presents or may present a potential danger to human health, the environment, or SLR's equipment. Client agrees to notify SLR immediately of new, different, or additional information, as it becomes available to the Client. Client shall also, upon execution of this Agreement, provide SLR with copies of any written emergency response procedures for the site as well as information about any safety or other hazards at the site, and a copy of any written health and safety program that may exist for the site.
8. **FORCE MAJEURE:** Neither Party to this Agreement shall be liable to the other Party for delays in performing the Services that may result from strikes, riots, war, acts of terrorism, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either Party ("Force Majeure"). Occurrence of a Force Majeure event does not relieve Client of its payment obligations for Services previously rendered hereunder.
9. **HAZARDOUS SUBSTANCES:** If state or federally regulated hazardous, toxic or dangerous wastes as defined by state or federal regulations (hereinafter "Wastes") are encountered at the site, and if these Wastes require handling, transportation or disposal at an off-site facility, SLR may assist in advising the Client of the Client's options. However, SLR will not

"arrange" (as defined in 42 U.S.C. 9607) for disposal of, accept title to, sign manifests for, take control of, or be deemed a "generator" of any Wastes. Client shall defend, indemnify and hold SLR harmless from any claims, damages, fines and fees, litigation or expenses, arising out of or in any way related to the presence of Wastes on or beneath the site where the Services are to be performed, or the handling, transportation and disposal of any Wastes" in the course of SLR's performance of this Agreement, including any repair, cleanup or detoxification thereof, or preparation and implementation of any removal, remedial, response, closure or other plan with respect thereto (regardless of whether undertaken due to governmental action). This indemnity of SLR is intended to operate as an agreement pursuant to, but not limited to, Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") 42 U.S.C. Section 9607(e), to hold harmless, defend and indemnify SLR from liability in accordance with this section.

- 10. NO WARRANTY, NO THIRD-PARTY BENEFICIARIES: NO WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY THIS AGREEMENT OR BY OUR ORAL OR WRITTEN REPORTS PROVIDED PURSUANT TO THIS AGREEMENT.** It is recognized that the Services performed by SLR are for the benefit of the Client and no other entity. There are no collateral warranties made hereunder and there are no third-party beneficiaries to this Agreement. Client's sole remedy for SLR's failure to meet the agreed Standard of Care shall be SLR's re-performance of the deficient Services at no additional cost to Client.
- 11. INTELLECTUAL PROPERTY RIGHTS AND DELIVERABLES:** All hard paper copies of deliverables, including, and limited to, any and all reports, drawings, plans, and specifications prepared by SLR hereunder shall be delivered to Client upon final payment for SLR's Services. Deliverables may not be used or reused by Client, its employees, agents, or subcontractors in any extension of the Services or on any other project or any other use without the prior written consent of SLR, and any such use shall be at Client's own risk. All originals of such deliverables shall remain in possession of and the property of SLR. Copies of any electronic media of originals of any of SLR's deliverables, such as designs, specifications, calculations, CAD documents, etc., shall not be made available unless a specific agreement is made to the contrary as part of an SOW. All the drawings, plans, specifications, and deliverables

prepared by SLR are instruments of SLR's service, and SLR shall be deemed the author of them and will retain all common law, statutory, and other reserved rights, including copyright, to them.

- 12. TAXES:** Any charges payable under this Agreement are exclusive of any applicable taxes, tariff surcharges or other like amounts assessed by any governmental entity arising as a result of the provision of the Services by the SLR to the Client under this Agreement and such shall be payable by the Client to the SLR in addition to all other charges payable hereunder. Notwithstanding the foregoing, each Party is responsible for the payment of all taxes assessed on its own business operations, such as income or franchise taxes.
- 13. ASSIGNMENT:** Neither SLR nor Client shall assign this Agreement (except Accounts Receivable) without the prior consent of the other Party, which shall not be unreasonably withheld. SLR may, however, employ any other Party or entity it deems necessary or proper for any part of the work required to be performed by SLR under the terms of this Agreement. Notwithstanding the foregoing, either Party may assign this Agreement to a successor in interest or affiliate upon notice to the other party.
- 14. INDEMNITY:** Each Party shall indemnify the other Party, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying Party in the performance of services under this Agreement. Each Party has an affirmative obligation to notify the other Party of any claims of injury or damage subject to this indemnity. Such indemnity shall exclude damages to the extent they arise as a result of any grossly negligent actions or omissions, willful or reckless misconduct, or fraud by the indemnified Party or its employees, officers, owners, directors or agents. Each party hereto hereby waives any and every claim which arises or may arise in its favor and against the other party hereto which arises during the course of performance hereunder, for any and all loss or damage, which loss or damage is covered by valid and collectible insurance policies, to the extent that such loss or damage is recoverable under such policies.

15. **DISPUTES:** (a) If any dispute, difference or claim arises out of or in connection with this Agreement (including any question regarding its existence, validity or termination) a representative from SLR and a representative of the Client with authority to settle the dispute will, within seven days of a written request from one Party to the other, meet in good faith to resolve the dispute or difference. (b) If agreement in respect of the dispute or disagreement cannot be reached at such meeting or within such time period after the meeting agreed by the Parties, then such dispute or difference shall be addressed through mediation. Within a reasonable time, the Parties shall seek the assistance of a Mediator agreed by the Parties and shall share the costs thereof. (c) If no settlement has been reached within three months of the first appointment of a Mediator or such other date as agreed between the Parties, the mediation shall be deemed to have been unsuccessful and the dispute may be resolved by appropriate litigation, subject to the choice of law, jurisdiction, and venue provisions contained herein. (d) Any claim of whatever nature brought by Client against SLR shall be brought not later than two years after the date of substantial completion of SLR's services hereunder or the expiration of the appropriate statute of limitations, whichever is earlier. (e) In the event of litigation under this Agreement, the prevailing Party shall be entitled to reasonable attorneys' and experts' fees and other costs and expenses incurred directly or indirectly at trial, or appeal. Neither Party shall be entitled to the recovery of expert or attorneys' fees, or their respective costs or expenses, as a result of mediation of a dispute. (f) failure to pay SLR's invoices in a timely manner as described in this Agreement shall not constitute a "dispute" hereunder, and in the case of such non-payment or late payment SLR reserves its rights to all available remedies.
16. **LIMIT of LIABILITY:** The entire liability of SLR and SLR's agents, representatives and employees shall be limited to the total amount actually paid to SLR by the Client for Services performed under the SOW pursuant to which the claim arose.
17. **CONSEQUENTIAL DAMAGES:** In no event shall either Party to this Agreement be liable for any lost profits or revenue; loss of use or opportunity; loss of good will; costs of substitute facilities; cost of capital; or for any special, consequential, indirect, or punitive damages.

18. **CONFIDENTIALITY AND PROTECTION OF DATA:**

Any proprietary data provided by either Party to the other will be kept strictly confidential, will only be accessible to selected staff, and will only be used for the performance of each Party's obligations hereunder. If the Parties have entered into a non-disclosure agreement prior to this agreement, such nondisclosure agreement may be made a part hereof by written amendment. In addition, each Party will comply with its obligations under applicable data protection legislation in the jurisdiction in which it operates. If no such legislation exists, SLR confirms it will comply with the requirements of the UK Data Protection Act 2018 in respect of any personal data provided to it by the Client and reserves the right to seek confirmation of the data protection procedures the Client will apply to personal data provided by SLR.

19. **INDEPENDENT CONTRACTOR:** SLR is an independent contractor. Neither SLR nor its employees, agents or subcontractors are to be construed as the agents, servants, partners, joint venturers, or employees of Client or to have authority to act for or on behalf of the Client. Without limiting the generality of the foregoing, nothing in this Agreement shall authorize SLR to make any contract, agreement, warranty, or representation on behalf of Client or to incur any debt or other obligation in Client's name.
20. **NON-WAIVER:** The failure of any Party to enforce its rights under any provision of this Agreement shall not be construed to be a waiver of such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other breach.
21. **ENTIRE AGREEMENT, ORDER OF PRECEDENCE, SURVIVAL:** This Agreement constitutes the entire agreement between Client and SLR regarding the Services and supersedes all prior or contemporaneous oral or written representations or agreements. This Agreement shall not be modified except by a document signed by both Parties and in writing. In the event of any inconsistency between any of the documentation which makes up this Agreement, the Agreement shall be interpreted in the following order of priority:
- (1) any SOW, together with agreed amendments or modifications thereto;
  - (2) this Agreement, as amended by the Parties. All obligations arising prior to the termination of this Agreement (including without limitation the provisions of Section 11) and all provisions of this Agreement allocating responsibility or liability between Client and SLR shall survive the completion of Services hereunder and the termination of this Agreement.

22. **COMPLIANCE WITH BRIBERY ACT:** Client must hereby agree that it shall comply with the U.S. Foreign Corrupt Practices Act (the "FCPA"), and (because the parent company of SLR is headquartered in the United Kingdom) the UK Bribery Act 2010 (the "Bribery Act") and shall procure that no persons associated with the Client (including an employee, sub-contractor or agent or other third Party working on behalf of the Client or any Group Company) ("Associated Person") shall commit any offense that would violate either the FCPA or the Bribery Act or any act which would constitute a Bribery Offense (as defined in the Bribery Act); (b) has in place, and shall maintain until termination of this Agreement, adequate procedures designed to prevent any Associated Person from committing a violation of the FCPA or a Bribery Offense; (c) shall not do or permit anything to be done which would cause SLR or any of SLR's employees, sub-contractors or agents to commit a violation of the FCPA or a Bribery Offense or incur any liability in relation to the FCPA or the Bribery Act; and (d) shall notify SLR immediately in writing if it becomes aware or has reason to believe that it has, or any of its Associated Persons have, breached or potentially breached any of the Client's obligations under this clause. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Client's obligations.
23. **NON-EXCLUSIVITY:** Client understands and acknowledges that SLR has other business interests in addition to the Services to be performed under this Agreement, and, subject to any applicable restrictions on the use of Client provided information, SLR shall not be prevented or barred from rendering services of any nature for or on behalf of any other person, firm, corporation or entity.
24. **SUCCESSOR INTERESTS:** The covenants, conditions and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the Parties hereto.

25. **TERMINATION OR SUSPENSION:** Either Party may terminate this Agreement upon ten (10) days written notice to the other. Either Party may terminate this Agreement in the event of a material breach by the other Party but only if said breach is through no fault of the terminating Party and said breach is not corrected before expiration of a reasonable cure period. The Client may at any time by not less than two (2) weeks' notice require SLR to be performed up through the termination date. If Client requests a restart of the Services following a suspension of greater than ninety days, SLR may charge the Client a reasonable restart fee. Should Services be suspended for a period of ninety (90) days, SLR shall be entitled to additional compensation to reinstate work. Lump sum fees, if applicable, quoted in this Agreement shall remain suspend the performance of all or any part of the Services for a specified or unspecified period. On notice of suspension of all or any part of the Services SLR shall cease such suspended Services in an orderly and economical manner compatible with a possible order to restart. If this Agreement is suspended or terminated for any reason, Client shall pay SLR for all Services and Extra Services previously authorized and valid for a period of twelve (12) months from the Effective Date, unless otherwise agreed. Thereafter, they may be adjusted in accordance with SLR's current rate structure. Hourly personnel rates may be adjusted on an annual basis.
26. **CHOICE OF LAW:** The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of the State of Washington, without giving effect to its conflict of laws principles, and any litigation hereunder shall be brought in the state or federal courts located within the State of Washington.
27. **COUNTERPARTS:** This Agreement may be executed in counterparts (and by electronic means, e.g., DocuSign), each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

**Acknowledged and Agreed:**

**SLR INTERNATIONAL CORPORATION**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**PORT OF ILLAHEE**

By: *James Aho*  
 Name: **JAMES AHO**  
 Title: **CHAIRMAN**  
 Date: **5/15/24**



**SLR International Corporation**

22118 20th Avenue Southeast, Suite G202, Bothell, Washington, 98021



## Attachment B – Statement of Work and Fee Schedule

**STATEMENT OF WORK**

**Port of Illahee  
Contaminated Media Management Plan  
Port of Illahee, 5500 Illahee Road, Bremerton, Washington**

Name: Port of Illahee  
Address: PO Box 2257  
City: Bremerton, WA 98312  
Phone: (360) 478-2049

**PROJECT**

Services will be provided in connection with the project listed below:

Prepare a Contaminated Media Management Plan (CMMP) to be used during construction work at the Port of Illahee property located at 5500 Illahee Road in Bremerton, Washington.

**SCOPE OF WORK**

Services will be performed as described below:

SLR will prepare a CMMP for the Port of Illahee property located at 5500 Illahee Road in Bremerton, Washington in accordance with SLR's May 3, 2024 *Proposal to Prepare a Contaminated Media Management Plan, Port of Illahee, 5500 Illahee Road, Bremerton, WA 98312*.


**FEE FOR SERVICES**

The fee for the services described herein will be provided on a time and materials, not to exceed, basis in the amount of \$4,850. Any applicable rate schedule shall be attached hereto and made a part hereof.

Signing of this Statement of Work by SLR International Corporation and Client authorizes SLR International Corporation to complete the scope of work as described herein in consideration of the mutual covenants set forth in the Agreement between them attached hereto.

**Acknowledged and Agreed:**

**PORT OF ILLAHEE**

Signature:   
Name: JAMES AHO  
Title: CHAIRMAN  
Date: 5/15/24

**SLR INTERNATIONAL CORPORATION**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## 2024 US STANDARD RATE SCHEDULE

<u>PROFESSIONAL SERVICES</u>	<u>Hourly Rate</u>
Senior Advisor	\$375
Senior Principal	\$315
Principal 2	\$290
Principal 1	\$265
Senior 2	\$255
Senior 1	\$230
Associate 2	\$205
Associate 1	\$195
Project 2	\$185
Project 1	\$170
Staff 2	\$155
Staff 1	\$145
Chief Inspector	\$205
Senior Inspector	\$185
Inspector	\$155
Senior Draftsperson/Technician	\$150
Draftsperson/Technician	\$135
Party Chief	\$155
Survey Crew Member	\$120
Administrative	\$115

Note: Time will be billed to the nearest ¼ hour



**REIMBURSABLE EXPENSES**

	<b><u>Rate</u></b>
Bond Prints	\$ 2.00 Each
Large Bond Prints	\$ 3.00 Each
Fixed Line Mylars	\$75.00 Each
Color Plots/Mylars	\$30.00 Each
Large Color Plots/Mylars	\$45.00 Each
Photocopies - 8½ x 11	\$ 0.12 Per Copy
Photocopies - 11 x 17	\$ 0.24 Per Copy
Color Copies - 8½ x 11	\$ 1.25 Per Copy
Color Copies - 11 x 17	\$ 2.25 Per Copy
Binding 0-200 pages	\$ 6.00 Per Bound Copy
201 or more pages	\$ 7.50 Per Bound Copy
Board Mounting	\$25.00 Each
Each FedEx - \$0-\$25	\$25.00 Per FedEx Cost
FedEx - Over \$25	Per FedEx
Mileage	IRS Rate Per Mile

**OTHER DIRECT CHARGES**

	<b><u>Rate</u></b>
Subcontractors, vendors, and other expenses	Actual cost + 15%
Administrative charge	3% of labor charges
Expert witness testimony services (court and mediation)	50% labor surcharge

**ILLAHEE Port District No. 6**  
**Reconciliation Summary**  
**88712 - GENERAL FUND, Period Ending 05/31/2024**

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	<u>May 31, 24</u>
Beginning Balance	134,651.14
Cleared Transactions	
Checks and Payments - 12 items	-20,578.13
Deposits and Credits - 4 items	4,694.53
Total Cleared Transactions	<u>-15,883.60</u>
Cleared Balance	<u>118,767.54</u>
Register Balance as of 05/31/2024	118,767.54
New Transactions	
Deposits and Credits - 2 items	3,320.00
Total New Transactions	<u>3,320.00</u>
Ending Balance	<u><u>122,087.54</u></u>

**ILLAHEE Port District No. 6**  
**Reconciliation Summary**  
**INVESTMENT POOL, Period Ending 05/31/2024**

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	<u>May 31, 24</u>
Beginning Balance	291,006.47
Cleared Transactions	
Deposits and Credits - 1 item	<u>1,046.35</u>
Total Cleared Transactions	<u>1,046.35</u>
Cleared Balance	<u><u>292,052.82</u></u>
Register Balance as of 05/31/2024	292,052.82
Ending Balance	292,052.82

**TREAS RPT - Summary Cash Report - Cash**

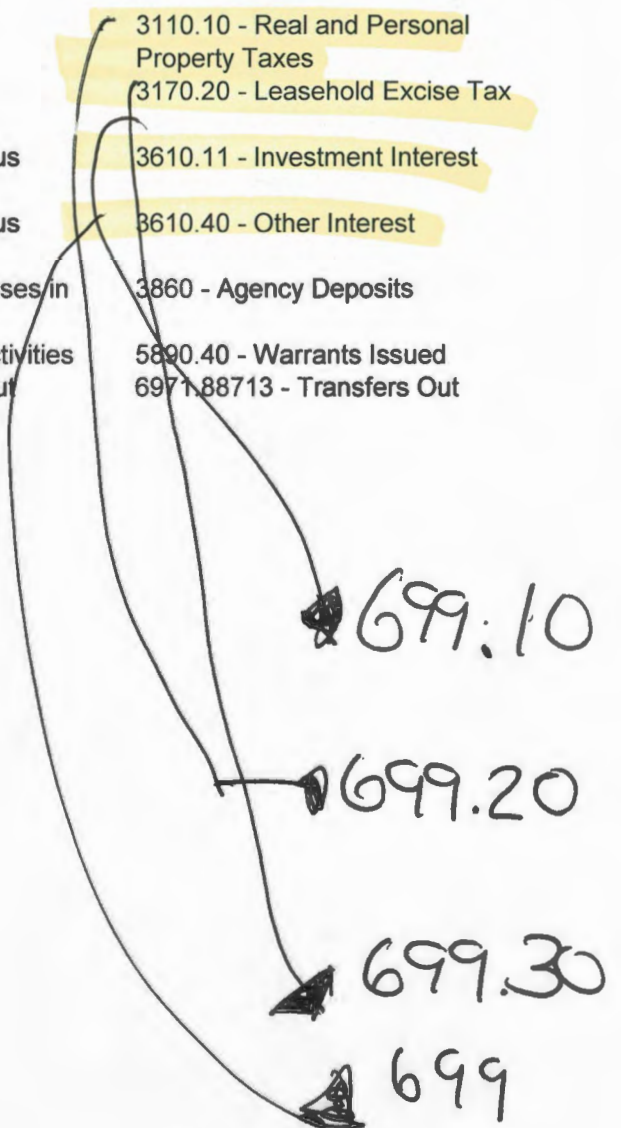
Beginning Balance Date 1/1/2024

Treasurer's Summary Report

For 2024 - May

Fund: FD00712 Port/Illahee General

Account	Revenue or					
<b>Cash</b>						
Beginning Cash Balance						95,864.13
1182:Investments		-3,151.49	0.00	1,046.35	-1,046.35	-4,197.84
Purchased						
3100:Taxes	3110.10 - Real and Personal Property Taxes	47,234.95	3,638.27	5.26	3,633.01	50,867.96
3100:Taxes	3170.20 - Leasehold Excise Tax	15.16	15.16	0.00	15.16	30.32
3600:Miscellaneous Revenues	3610.11 - Investment Interest	3,151.49	1,046.35	0.00	1,046.35	4,197.84
3600:Miscellaneous Revenues	3610.40 - Other Interest	0.00	0.01	0.00	0.01	0.01
3800:Other Increases in Fund Resources	3860 - Agency Deposits	19,441.10	0.00	0.00	0.00	19,441.10
5890:Custodial Activities	5890.40 - Warrants Issued	-27,904.20	0.00	12,638.38	-12,638.38	-40,542.58
6900:Transfers Out	6971.88713 - Transfers Out	0.00	0.00	6,893.40	-6,893.40	-6,893.40
Total Cash		38,787.01	4,699.79	20,583.39	-15,883.60	118,767.54



699.10 \$ 1,046.35

699.20 \$ 3,633.01

699.30 \$ 15.16

699 \$ 0.01 other Interest

Beginning Balance Date 1/1/2024

Treasurer's Summary Report  
For 2024 - May

Fund: FD00712 Port/Illahee General

unt

Investments

Beginning Investment Balance					287,854.98
1182:Investments Purchased	3,151.49	1,046.35	0.00	1,046.35	4,197.84
Total Investments	3,151.49	1,046.35	0.00	1,046.35	292,052.82

Debt Service



I was born in Idaho Falls, Idaho but my family moved back to Washington after my father got out of the Navy when I was a young boy. I have been a resident of Kitsap County since I was around 5 years old and have owned my home in Illahee since my early 20s. As a teenager I used to ride my bicycle or skateboard down to Illahee state park or to the Illahee dock especially in the summer months. Basically, Illahee has been my hometown for the majority of my life.

I have worked at Puget Sound Naval Shipyard since I was 18 years old and have had numerous job titles over the years. I hired in as a shop 38 (outside machinist) apprentice, moved on to be a nuclear inspector, nuclear engineering technician and a production third level manager before going back to engineering.

I am a proud father of two wonderful young adults who bring me joy on a regular basis. I am proud to say that even at 17 and almost 19 years old they still like to hang out with me and go on vacations together. I don't know if it is uncommon but I feel like I am always trying to make my kids feel proud of me. I was one of those rare dads that made it to 90% of their field trips, coached on their teams, regularly had lunch at school with them and their friends and got to spend an entire week with each of their 5<sup>th</sup> grade classes on their trip to Islandwood. Being a dad has certainly been to most challenging and rewarding thing I have ever done in my life and I look forward to it every day.

In my free time I enjoy spending time in nature and travelling. I enjoy all that the PNW has to offer from the mountain tops to all of the waters around us. I love hiking, camping, fishing, beekeeping, gardening, making bigleaf maple syrup, foraging for berries and plants, mushroom hunting, kayaking and plan to get back into surfing after my recent trip to Costa Rica. I also enjoy volunteering and can be found at local farmers markets and festivals. Over the years I have volunteered for the Bremerton Food Co-op, Bremerton, Silverdale, Poulsbo and Port Orchard Farmers markets either working the WSU Master Gardeners or West Sound Bee Association. In the last several years I also have participated in a joint study between UW, WSU and OSU for conservation of bigleaf maple forests and establishing a larger market for bigleaf maple syrup.

Being a port of Illahee Commissioner seems to be another one of those incredible opportunities for me to give back to the community that I have grown up enjoying and loving. I look forward to helping out in progressing all of the projects that the current and former Commissioners have gotten started. I'm excited to see the old store get renovated, the park get established and the pier get expanded and repaired. I look forward to representing my neighbors, hearing and relaying your words and wishes and even having to do the hard things that no one really wants to do but someone has to. I look forward to seeing you all at our meetings and especially at Illahee Days where you will likely find my cooking or serving up some food with my fellow Commissioners and probably my kids at my side.

Thank you my neighbors for trusting me with the honor of representing you all. I will do my best not to let you down but please don't be afraid to tell me if you feel that I have!



Port of Illahee <portofillahee@gmail.com>

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## Meeting Space

2 messages

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**Roy Barton** <rbarton2022@gmail.com>

Fri, Jun 7, 2024 at 10:37 AM

To: Jim Aho <illaheeporthree@gmail.com>, portofillahee@gmail.com

Hi there Jim and Jenny,

I spoke with the Central Kitsap Fire District regarding space to hold a meeting in the new Illahee Road Fire Station and found out no meeting room is available.

I also spoke with the North Perry Water District and they advise it is something that can be considered. They would have to have an employee come in during the meeting and we would have to pay a fee to cover that overtime. The Port would have to submit a letter to the NPWD then the WD Board would consider the request and costs that would be incurred and make a decision.

Just want to get the info included for the meeting.

Roy Barton

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**Port of Illahee** <portofillahee@gmail.com>

Fri, Jun 7, 2024 at 12:56 PM

To: Roy Barton <rbarton2022@gmail.com>

Roy,

Thank you, for checking on the meeting space availability, I will add it to the draft agenda so the Commissioners can discuss at Wednesday's Port meeting.

Have a great weekend,

Jennifer Olson  
Administrator  
Port of Illahee  
[Quoted text hidden]