

PRELIMINARY AGENDA

April 19, 2023

I. OPEN SESSION

12:00 PM

Pledge of Allegiance

CONSENT ITEMS

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

- A. Approval of Minutes of the Regular Meeting on April 5, 2023.
- B. Approval of Checks

PUBLIC COMMENT

Speakers are asked to keep their comments to less than 3 minutes. Please feel free to submit comments in writing to the Chief Executive Officer.

NEW BUSINESS/DISCUSSION ITEMS

- C. 2022 Close Year Report-Krista Cagle, Jennifer Taylor & Derek Jaeger
- D. Clark Public Utilities Interlocal Agreement-David Ripp
- E. Un-Cruise Docking Agreement-Derek Jaeger

PUBLIC COMMENT

Speakers are asked to keep their comments to less than 3 minutes. Please feel free to submit comments in writing to the Chief Executive Officer.

ACTION ITEMS

- F. Clark Public Utilities Interlocal Agreement
- G. Un-Cruise Docking Agreement

STAFF REPORTS & COMMENTS

- H. Chief Executive Officer & Directors

COMMISSIONER REPORTS & DISCUSSION

ADJOURN

Regular business and meetings that may be attended by members of the Commission:

<u>Date</u>	<u>Meeting</u>
April 20 th , 2023	Chamber Luncheon from 11:30AM-1PM
April 21 st 2023	Earth Day Washougal Waterfront Park 2PM-4PM
April 27 th & 28 th 2023	Port Of Bellingham Tour
May 5 th 2023	First Friday Downtown Camas 5PM-8PM
May 17 th -19 th 2023	WPPA Spring Conference in Spokane

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

Join the meeting on the Conference Call Line: (253) 215-8782

Meeting ID: 829 0393 6339, Password: 154722 or via this video link:

<https://us06web.zoom.us/j/82903936339?pwd=U01pdWY1V0tES3dMZWFkNjJNbUNVZz09>

MINUTES OF THE REGULAR COMMISSION MEETING

PORT OF CAMAS-WASHOUGAL

April 5, 2023

By: Mackenzey Johnson, Administrative Assistant

A Regular Meeting of the Commissioners of the Port of Camas-Washougal was held in person and virtually at the Port Office at 24 South 'A' Street, Washougal, WA on Wednesday, April 5, 2023, at 12:00 pm. Prior to the Regular Meeting a Special Meeting Workshop was held at 11:00 am to review the Washington Public Ports Association's Governance & Management Guidebook, Chapter 7. The Commission and staff discussed Chapter 7 and how it applies or could be applied to the Port. No action was taken. The Special Meeting Workshop concluded at noon, at which time the Commission opened its regularly scheduled public meeting.

PRESENT: Commissioner Cassi Marshall, Commissioner Larry Keister, Commissioner John Spencer, Chief Executive Officer David Ripp, Attorney Carolyn Lake, Administrative Assistant Mackenzey Johnson, and members of the press and public. The public has access in person and through a designated Zoom conference call line or video link.

At 12:01 pm, following the Pledge of Allegiance, Commissioner John Spencer called the Open Session public meeting to order. This meeting is being video recorded, and the chat function has been disabled.

CONSENT ITEMS

- Minutes & Checks
Minutes from the Regular Meeting on March 15, 2023, minutes from the Special Meeting on March 29, 2023, and electronic payments and the issuance of general fund checks 8685 - 8708 and checks 50122-50123, voided check 8684 in the total amount of \$349,355.66 were presented for approval. After a brief discussion, a motion was made by Commissioner Keister and seconded by Commissioner Marshall, the minutes and electronic payments and checks were carried unanimously.

PUBLIC COMMENT #1

No comment.

NEW BUSINESS / DISCUSSION ITEMS

- Resolution 6-23 Support of WSD Levies
Chief Executive Officer David Ripp presented Resolution 6-23 regarding the Commission's support of the Washougal School District Levies.
Superintendent of Washougal School District, Mary Templeton shared her support of Resolution 6-23 and stated that a strong community starts with the support of this ballot measure, and she was grateful for the partnership with the Port of Camas-Washougal.
There were no comments in opposition to the Washougal School Levy.
Commissioner Marshall commented that quality of life starts with successful schools and the Washougal School District is preparing for the next generation's success. She also comments on the success of CTE in the School District and the importance of Arts.
Commissioner Keister added that team sports and extra-curricular activities help build well-rounded students and help them prepare for the workforce.

Commissioner Spencer commented on the Port's goal of economic development and how much that relies on good education.

Approval will be requested during action items.

- Airport Policy Revision

Chief Executive Officer David Ripp presented the Airport Policy Revision. The revision includes a new item regarding the use of the airport for emergency purposes and the suspension of access for tenants. Chief Executive Officer David Ripp stated that current or new tenants will receive this new manual that was created by himself and pilots. Chief Officer David Ripp added an item to the policy manual that under emergency situations access to the hangars by lessees may be temporarily suspended for the duration of said emergency event. He also stated that lessees would not be eligible for any type of refund during that time. He also talked about Grove Field Self Fueling policies, the revision includes a statement regarding self-service fuel as well as Mogas availability at Grove. He stated that the revision also includes no fuel will be allowed to be transferred offsite for other purposes but aviation. Approval will be requested during action items.

- Building 20 Change Order – Increase sprinkler heads

Chief Executive Officer David Ripp presented Building 20 change order to increase the number of sprinkler heads, the original sprinkler system does not meet storage requirements for Building 20. He is requesting a change order for more flexibility to increase the number of sprinkler heads to allow for higher stacking of racks. He stated that the sprinkler revision will cost \$69,904.13 plus tax. Approval will be requested during action items.

PUBLIC COMMENT #2

No comment.

ACTION ITEMS

- Resolution 6-23

Commissioner Spencer requested formal approval of Resolution 6-23 as presented during discussion items. Upon motion by Commissioner Marshall, seconded by Commissioner Keister and carried unanimously, the approval of Resolution 6-23 effective April 5, 2023.

- Airport Policy Revision

Commissioner Keister requested formal approval of the Airport Policy Revision as presented during discussion items. Upon motion by Commissioner Marshall, seconded by Commissioner Spencer and carried unanimously, the approval of the Airport Policy Revision effective April 5, 2023.

- Building 20 Change Order – Increase sprinkler heads

Commissioner Spencer requested formal approval of Building 20 changes as presented during discussion items. Upon motion by Commissioner Keister, seconded by Commissioner Marshall and carried unanimously, the approval of Building 20 Changes will be effective April 5, 2023.

STAFF REPORTS & COMMENTS

- Chief Executive Officer

Chief Executive Officer, David Ripp asked Marty Snell of Mackay & Sposito to provide comments on the land parcels between 16th and North Brady Road. Snell stated that in the Johnson Economics report the question is whether this land is more suitable for families and new home developments or office properties to create jobs for the community. Snell also commented on a

traffic study for the potential outcome of this property. Ripp commented on Clark Public Utilities and the community solar project, CPU will have specs reviewed and approved by the end of this week. Bids will be due May 18th; he will be bringing the interlocal agreement forward at the next commission meeting. He also wanted to add that the Capital Projects Planning workshop is June 1st from 8:30 AM-12 PM. The next workshop regarding the WPPA Guidebook will be on May 3rd.

COMMISSIONER REPORTS & DISCUSSION

- Commissioner Marshall

Commissioner Marshall asked if staff had received information from the Department of Commerce regarding the rules regarding updates to building energy code standards now covering industrial buildings from 50,000 sq. ft. to 20,000 sq. ft. Chief Executive Officer, David Ripp advised yes, and that staff would review. Marshall also stated that The City of Camas has had two meetings of which they spoke about a survey that went out to the community. She stated that the survey concluded that the community is satisfied with customer service, parks, and trails but they are concerned with jobs, land, and economic development. She also spoke about the Camas Library's 100th anniversary. She stated the event was great. She asked Commissioner Keister and Commissioner Spencer what their thoughts were regarding the CREDC webinar. In the presentation, there was a list of credits available through the IRA. She also wanted to thank Director of Facilities Eric Plantenberg and his team for helping clean up before the Parkersville event in June.

- Commissioner Keister

Commissioner Keister commented about an update on the RTC meeting. He thought it was a great opportunity to bring up the Camas Slough Bridge. He stated his opinion is that the Camas Slough Bridge is not a priority for the Washington Department of Transportation. He placed the question of what to do next regarding this. He brought up that semi-trucks cannot successfully get around Camas without the bridge. He stated that there is a great demand for a reliable freight corridor, and he is concerned with safety.

- Commissioner Spencer

Commissioner Spencer commented that the landscape team at the Port did a great job with the retaining wall below the Port's main office and the Dolphin Yacht Club. He stated that he was very impressed with the Washougal High School Job Fair as well.

The regular meeting Adjourned at 1:14 pm.

PORT OF CAMAS-WASHOUGAL COMMISSION

Commissioners

****4/17/23 DRAFT****

**INTERLOCAL AGREEMENT
BETWEEN
THE PORT OF CAMAS WASHOUGAL AND PUBLIC UTILITY DISTRICT NO. 1 OF CLARK COUNTY
REGARDING COMMUNITY SOLAR**

This Interlocal Agreement (“ILA”) is entered into by and between the Public Utility District No. 1 of Clark County, a Washington state special purpose district (hereafter “Clark”) and the Port of Camas Washougal (“Port”), a Washington state public port district, also referred to collectively as the “Parties” and individually as a “Party”, pursuant Chapter 39.34 RCW.

Whereas, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

Whereas, pursuant to RCW 39.34.080, each entity is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided, that such contract shall be authorized by the governing body of each entity to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting entities; and

Whereas, Clark has undertaken five Community Solar projects adjacent to one another on-site at the Clark’s Operations Center in Orchards, which location was chosen for its prime solar exposure, visibility and cost-effective proximity to existing electrical infrastructure. The Community Solar arrays began generating electricity to the Clark Public Utilities electric grid in June 2015.

Whereas, for more than a year, Clark and Port staff have been meeting and coordinating joint community solar projects with the objectives of creating a local renewable energy opportunity for the two entities’ mutual customers and highlighting each organizations commitment to clean energy.

Whereas, Clark and the Port desire to partner on the next five community solar projects collectively called the Community Solar East Project, consisting of developing, constructing, installing and maintaining solar arrays on select Port buildings as further described herein (the “Project”).

Whereas, the Washington State University Extension Energy Program (“WSU Program”) administers a Community Solar Incentive Program whereby certain qualified entities can apply for project certification in order to receive certain incentive payments based on the size of their project and development costs.

Whereas, Clark expects to be a recipient of an incentive payments from the WSU Program for one or more projects that are part of the Community Solar East Project.

Whereas, the Parties wish to memorialize their agreement on the allocation of roles, responsibilities, and costs of the Project.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Clark and the Port agree as follows:

I. Purpose/Objective

This ILA memorializes the Parties’ agreement on the allocation of roles, responsibilities, and costs of the Project. Additional Project details are as described below:

A. Project System and Structures:

PUD will develop five solar energy systems that will be divided, installed and separately metered solar production as follows across five Port buildings:

- Building #18: 199kW facility located at 4060 S. Grant Street, Washougal, WA
- Building #17: 150Kw facility located a 4225 S. Lincoln Street, Washougal, WA
- Building #15: 150Kw facility located at 4125 S. Lincoln Street, Washougal, WA
- Building #14: 150Kw facility located at 3801 S. Truman Street, Washougal, WA
- Building #12: 150kW facility located at 3830 S. Truman Street, Washougal, WA

All Project facilities installed by Clark on the Port’s building will remain Clark’s property and under its sole control and ownership.

B. Project Funding:

Total Project costs are estimated to be near \$1.4 million, which includes in-kind matching staff costs with Clark Public Utilities and the Port of Camas Washougal.

A portion of the Project will be funded by customers participating in this community solar program through participation fees, divided amongst three customer participant classes:

- Residential,
- Business, and
- Government entities.

In exchange, these participants will receive energy generation credits on their electric bills with Clark based on the number of units purchased.

Another portion of the Project will be funded by the WSU Program for low-income residents. All generation credits for this group will be used to fund a low-income assistance program at Clark.

In the event Project costs are higher than projected, Clark will assume any excess Project costs.

Clark's occupation of the Port's buildings for this Project will be without rent or charge.

C. Project Timing:

1. Administrative Tasks: Expected completion by April 2023
Joint-Agency Legal Agreement, Formal Bid Development, Sales Strategy Developed, Electric Infrastructure Procurement, Submit Permit Applications (via contractor), BPA Communications
2. Executed Contract with Installing Contractor: Expected completion by June 2023
One formal bid that includes all five solar PV arrays
3. Project Installation Phase: Expected completion by December 1, 2023
Five phases across the five Port of Camas Washougal buildings
4. Commission the new Community Solar East Project: Expected completion by January 2024
Ribbon cutting ceremony with Commissioners, staff and members of the public

II. Responsibilities of Each Party

A. Clark agrees to:

1. Design, manage, construct, install and maintain all components necessary for Project success, including affixing the Project components to the Port-owned buildings described in Section 1.A herein above.
2. Oversee Formal Contract Bid Development and execution.
3. Produce and submit all documentation needed to comply with the WSU Program. This WSU Program documentation currently requires verifying that the

installation, or a portion of the installation, is dedicated for low-income customers, and submittal of a precertification application, which includes but may not be limited to a project prospectus; description of the beneficiary(s), any program terms, methods, and/or intent, and a description of reasonable ongoing administrative and maintenance costs to be charged.

4. Develop participant sales strategy,
5. Allocate participant annual energy credits, and
6. Obtain insurance coverage for Project components.
7. Maintain the Project facilities at the installed locations for the duration of this Agreement.
8. Decommission the solar system at the end of the term, unless the Port wishes to purchase the units from Clark. If the solar system is removed at the end of the term, Clark will bear the cost of patching any holes in the roofs of the Project buildings that are created by the removal of the equipment.

B. The Port agrees to:

1. Host the community solar array over five Port buildings for a minimum term of twenty-five years. In the event any Port host building is repurposed by the Port, in its sole discretion and determination during this initial twenty-five year term which requires removal of the Project components, the Port agrees to pay for the cost of relocation of the Project components to an equivalent Port facility acceptable to Clark. In the event of relocation, the Port will also be responsible and indemnify Clark against any costs associated with the temporary or permanent interruption of that portion of the Project (including, but not limited to any customer claims for incentive payments, generation credits, and reimbursement sought by the WSU Program associated with early termination of the Project).
2. Assist Clark with Project components' ongoing operations and Maintenance.
3. At its expense the Port will maintain all structural components of its buildings (including, but not limited to the roofs) being used for the Project, but excluding Project components. Except as provided in Section I(B)(8) above, Clark will not be responsible for any structural/roof repairs or maintenance on the buildings used to site the Project facilities, unless such damage is caused by Clark's negligence.
4. During construction of the Project, the Port shall provide Clark and its Contractor's access to the Port's buildings upon request.

5. After construction, the Port shall provide Clark with access to its buildings and Clark's Project facilities within 24 hours' notice unless such access is required to address emergency or hazardous conditions, then such access will be provided as soon as possible.

6. The Port shall maintain adequate property insurance coverage for all buildings used for the Project.

C. Except as otherwise provided in this Agreement, the Port will not be responsible for the cost of construction or maintenance of the Project.

III. Indemnification

A. Clark agrees to defend, indemnify and hold the Port, its' officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with the Clark's negligent actions related to the installation, maintenance, repair and removal of the Project components including any claims from Port tenants in Port buildings hosting the Project or from any third parties.

B. The Port agrees to defend, indemnify and hold Clark, its' officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with the Port's negligent actions related to the Project and any claims from its tenants in the Port buildings hosting the Project, except to the extent such claims are attributed to Clark's negligence.

C. Each Party specifically assumes liability for actions brought by its own employees against the other Party and for that purpose each Party specifically waives, as respects the other parties only, any immunity under the Worker's Compensation Act, RCW Title 51.

The Parties recognize that this waiver was the subject of mutual negotiation. In the event any Party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this ILA against the other Party, all such fees, costs and expenses shall be recoverable by the prevailing Party.

D. No liability shall attach to any of the Parties by reason of entering into this ILA except as expressly provided herein.

E. The Parties' respective indemnification obligations contained in this Section III survives termination of this ILA.

IV. Administration

No new or separate legal or administrative entity is created to administer the provisions of this Agreement. The Parties shall be jointly responsible for administering the performance herein. The Parties will not acquire any jointly owned real or personal property in connection with performance of this Agreement.

V. Term of ILA

This ILA shall take effect on the date of the last authorizing signature affixed hereto and shall remain in effect for twenty-five years from the date that the installation of Project components is complete and accepted by Clark unless terminated sooner by the mutual written agreement of the Parties.

VI. Entire Agreement

This ILA sets forth all terms and conditions between Clark and Port with respect to the subject matter addressed herein and supersedes any and all prior agreements as to such matter, oral or otherwise. Any changes to this ILA shall be in written form, duly authorized by the respective legislative body of the Parties and signed by a duly authorized signatory of each Party.

VII. Recording

Prior to its entry into force, this ILA shall be filed with the Clark County Auditor's Office or posted upon each Party's websites or other electronically retrievable public source as required by RCW 39.34.040.

VIII. Notice

Any notice required under this ILA shall be to the Party and address listed below and shall become effective three days following the date of deposit in the United States Postal Service.

CLARK

Clark Public Utilities

Attn: Director of Energy Resources

Re: Community Solar ILA with Port of Camas Washougal

Address: P.O. Box 8900

Phone: 360-992-3000

Email: CommunitySolarEast@clarkpud.com

PORT OF CAMAS WASHOUGAL

Attn: (ADD)

Re: Community Solar ILA with Port of Camas Washougal

Address: 24 South A Street, Washougal, WA 98671

Phone: 360-835-2196

Email: _____

X. Interpretation and Venue

This ILA shall be governed by the laws of the State of Washington as to interpretation and performance. Venue for enforcement of this ILA shall be the Superior Court of Clark County.

XI. Legal Relations.

A. Independent Governments. The Parties hereto are independent governmental entities and nothing herein shall be construed to limit the independent government powers, authority or discretion of the governing bodies of each Party. It is understood and agreed that this ILA is solely for the benefit of the Parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this ILA. No employees or agents of any Party shall be deemed, or represent themselves to be, employees of any of the other Party.

B. Legal obligations. This ILA does not relieve either Party of any obligation or responsibility imposed upon it by law.

C. Timely Performance. The requirements of this ILA shall be carried out in a timely manner according to a schedule negotiated by and satisfactory to the Parties.

D. Records and Audit. During the term of this ILA, and for a period not less than six (6) years from the date of termination, records and accounts pertaining to the work of this ILA and accounting therefore shall be kept by each Party and shall be available for inspection and audit by representatives of either Party and any other entity with legal entitlement to review said records. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claims, or audit finding has been resolved, even though such litigation, claim, or audit continues past the six-year (6) retention period. This provision is in addition to and is not intended to supplant, alter or amend records retention requirements established by applicable state and federal laws.

E. Limits of Financial Obligations/Property Ownership. Except as provided above, each Party shall finance its own conduct of responsibilities under this ILA. No ownership of property will transfer as a result of this ILA.

F. Abandonment. If the Project is abandoned, then this ILA shall be of no further force or effect.

G. Assignment. Neither Party to this ILA shall have the right to convey, assign, apportion or otherwise transfer any and all of its rights, obligations, conditions and interests under this ILA, without the prior written approval of the other.

H. Third Party Beneficiaries. This ILA is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right or cause of action based upon any provisions of this ILA.

I. Equal Drafting. This ILA has been reviewed and revised by legal counsel for both parties, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this ILA.

J. Severability. Any provision of this Agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.

K. Amendments. This Agreement shall not be modified or amended in any manner except by an instrument in writing executed by the Parties.

[Signatures Appear on Next Page]

PUBLIC UTILITY DISTRICT NO. OF CLARK COUNTY

By: Lena Wittler
It's: CEO/General Manager
Date:_____

Approved as to Form:

John Eldridge/General Counsel

PORT OF CAMAS WASHOUGAL

By: David Ripp
It's Chief Executive Officer
Date:_____

Approved as to Form:

Carolyn Lake, Port Attorney

**INNERSEA DISCOVERIES LLC
DOCKING AGREEMENT**

PORT	CUSTOMER
NAME : Port of Camas-Washougal ADDRESS : 24 South A Street CITY, ST, ZIP : Washougal, WA 98671 CONTACT : David Ripp, CEO OFFICE : (360) 835-2196 MOBILE : E-MAIL : <u>David@portcw.com</u>	NAME : Innersea Discoveries LLC d/b/a UnCruise Adventures ADDRESS : 3826 18 th Ave. W. CITY, ST, ZIP : Seattle, WA 98119 CONTACT : Chris Bretthauer, Director of Nautical Operations TELEPHONE : (425) 301-2583 FACSIMILE : E-MAIL : <u>chrisb@uncruise.com</u> <u>Port Scheduling</u> : Katy Hagin, Nautical Operations <u>Inquiries</u> : Specialist, (360) 296-4054 <u>katyh@uncruise.com</u> <u>Vessel Operation</u> : Katy Hagin, Nautical Operations <u>Inquiries</u> : Specialist, (360) 296-4054 <u>katyh@uncruise.com</u>
FACILITY	RATES/CHARGES
Port of Camas-Washougal Washougal, WA 98671 Dock & Breakwater located at Columbia River MM 121.8 45.57711752282576, -122.37888470393155 ("Dock")	Customer shall pay a per-stop docking fee of \$2.00 dollar (USD) per linear foot, which is equal to \$384.00 dollars (USD) per stop ("Fee") (the <i>Wilderness Legacy</i> is 192' in length). The Fee shall increase annually on the Anniversary date of this Agreement in the amount of \$.50 per linear foot per stop. ¹ The Port will invoice Customer at the end of each month. Payment is due by 10th of the following month. Any balance owing will be charged a 5% late fee plus interest accruing at one and one-half percent (1.5%) per month from the date due until paid. In the event this account is referred to collection, The Customer agrees to pay all collection fees permitted by law, including the Port's attorney fees and costs for trial, appeal, and in anticipation of same.
DESCRIPTION/PURPOSE OF ACCESS/USE	
THIS AGREEMENT is made and entered into by and between the PORT OF CAMAS-WASHOUGAL, a Washington state public port district, hereinafter referred to as the "Port," and, Innersea Discoveries, LLC d/b/a UnCruise Adventures, a limited liability company corporation licensed to do business in the State of Washington, hereinafter referred to as the "Customer" ("Agreement").	

¹By example:
Yr1: \$2/ft
Option1 Yr 2: \$2.50/ft

The Facility will be utilized to embark and disembark passengers, to receive supplies aboard the boat, to off-load trash for proper shore side disposal, to perform maintenance work of a minor nature, and other activities that are consistent with the operation of an up-scale overnight excursion vessel.

1. Basic Agreement: In consideration of the Rates/Charges referenced in the relevant box above, Port hereby grants to Customer access to and use of the Facility and Dock as defined above, for the purposes described above. Port and Customer agree that Customer access will occur every Saturday between the approximate times of 6 AM-6 PM, and on other dates and times as mutually agreed upon and pursuant to Customer docking schedule attached as Exhibit A ("Docking Schedule"). The Customer shall use the most Westerly end of the Dock for loading and unloading passengers, when departing and arriving to and from tours and when idle. The Customer shall coordinate its operations with those of the Port and any other users of the Facility and Dock to minimize interference with the Port or any other party. The Customer shall keep the Facility and Dock clear of all equipment and supplies belonging to or incidental to the business of the Customer when not needed for its vessel operations. The Port also agrees to provide a designated bus staging area at such location(s) as the Port may designate of sufficient area for 2 buses to transport Customer's passengers. Other than making the staging area available, the Port accepts no responsibility for bus availability, use or passenger transport.

(i) Customer may schedule docking dates and times twenty-four (24) months or more in advance, and

(ii) The Port and Customer acknowledge that Customer's cruise schedules can change at times on short notice due to a number of factors, including but not limited to river and other environmental conditions, and agree that Customer's preferred docking status gives Customer the ability to request dates at any time throughout the cruising season, which is generally defined to be September 2nd to November 4th. Customer agrees to provide the Port with as much notice as possible with any changes to the Docking Schedule and the anticipated dates the Customer will require access to and use of the Dock and Facility.

2. Term and Termination. This Agreement shall commence upon its date of execution, shall have a term of one (1) year, and upon mutual acceptance may be renewed for one (1) additional one (1) year terms, for a total term of two (2) years. The Port may terminate this Agreement at any time in its sole and absolute discretion upon written notice to the Customer ("Notice"), with such termination effective as of the end of any calendar day specified in the Notice, provided, however, said termination shall not take effect until the later of 30 days after the date of the Notice or at the end of the last date of any date then currently scheduled on the Docking Schedule for that current year/season. The Customer may terminate this Agreement at any time in its sole and absolute discretion upon notice to the Port, with such termination to be effective as of the date and time specified in such Notice. Termination by Customer shall be without any liability to the Port if the Port in its sole and absolute discretion accepts such termination.

3. Water. Potable water is available at cost from the Port's water system at Breakwater. Advance notice is required for water by contacting Eric Plantenberg at the Port office 360-798-5219. The Port will meter the water taken by the Customer on a monthly basis and invoice the Customer at the end of the usage month. Rate charged will be based on the metered usage by the Customer and rate charged from the City of Washougal. The Customer agrees to pay by the 10th of the month following usage.

4. Garbage. Garbage service is available at Breakwater and must be coordinated and paid directly by the Customer to their service provider. Port staff will coordinate dumpster location with the Customer. Customer will be responsible for loading their garbage into the dumpster.

5. Other Utilities. If any utilities are available at the Facility and Customer elects to connect to and/or utilize such utilities during its visit, Customer agrees to be responsible for and to pay any and all connection and/or usage charges

5. Insurance. The Customer agrees to provide insurance as follows: Protection and indemnity insurance and general liability or marine liability insurance covering bodily injury liability (including death), personal injury liability, property damage liability, blanket contractual liability, workers compensation insurance (including longshoremen and harbor workers act coverage, and Jones Act coverage, to the extent applicable or required under applicable State and Federal law) for all operations and activities while moored at the Port Facility and Dock or operating on or about the Port Facility and Dock. Such insurance shall be in the amount of at least \$10,000,000 combined single limit of liability. The Port shall be named as an additional insured with an endorsement at least as broad as ISO CG 20 10 10 01. The Customer shall provide proof of insurance by a certificate of insurance and copy of additional insured endorsement satisfactory to the Port evidencing above coverage and naming the Port added as an additional insured prior to conducting any operations at the Port Facility and Dock.

6. Indemnification. The Customer agrees to defend (with attorneys approved by the Port), indemnify and hold harmless the Port, its agents, servants, employees and officials from any and all liability or claims for damages to or from third parties, or other persons, including physical damage to any Port property caused by the negligent or other wrongful act or omissions of the Customer or the agents, servants, employees, directors, officers, representatives, contractors, subcontractors, consultants, subconsultants, vendors, officials, guests, licensees, customers or invitees of the Customer ("Customer Parties"), arising or alleged to arise out of or related to the use by the Customer of the Port Facility and Dock and related and adjoining facilities, including bus staging area, for dockage of its vessel as above described or other operations of the Customer on or about the Port Dock and Facility and does further agree to defend and indemnify and pay the expense of defending any action that may be commenced against the Port, its agents, servants, employees or officials by any third person or other person alleging any injury or damage arising out of or related to the dockage or use of the Port's Dock and Facility.

7. Permits. The Customer shall obtain and maintain all permits and licenses required for the conduct of the Customer's business at the Facility and Dock and at the Port's request shall provide a copy of all such permits and licenses and all renewals thereof to the Port. The Customer shall promptly and diligently observe and comply with all applicable laws, rules, regulations, standards, ordinances, permits and permit requirements, licenses and license requirements, franchises and franchise requirements, orders, decrees, policies, and other requirements of all federal, state, county, city, or other local jurisdiction governmental or public or quasi-public bodies, departments, agencies, bureaus, offices or subdivisions thereof, or other authority, which may be applicable to or have authority over the Port Facility and Dock or surrounding area or any improvements on the Facility and Dock, or over the Customer as they pertain to the Customer's operations on or about the Facility and Dock, or any activity conducted on or about the Facility and Dock including, but not limited to, those of the Port, and including, but not limited to, those pertaining to police, fire, safety, sanitation, environment, storm water, odor, dust and other emissions, and noise, all as currently in effect or as hereafter adopted, enacted, passed, directed, issued, or amended, and all obligations and conditions of all instruments of record at any time during the term of this Agreement (collectively "Applicable Law"). Without limiting the foregoing, The Customer shall make any alterations or improvements to the Facility and Dock required to comply with the requirements of this section. In addition to any other indemnity under this Agreement, the Customer shall defend (with attorneys approved by the Port), indemnify, and hold the Port harmless against all civil or criminal claims, costs (including but not limited to reasonable attorney fees), expenses, fees, fines, penalties, liabilities, losses, and damages that the Port incurs by reason of any third party (including but not limited to any governmental agency) charge, claim, litigation, or enforcement action related to any actual or claimed violation by the Customer Parties of any of the foregoing. The Customer's obligations under this section shall survive the expiration or other termination of this Agreement.

8. Hazardous Substance Prohibited. In carrying out this Agreement, the Customer shall not release any Hazardous Substance into the surface, subsurface, water or air on or about the Dock or Facility or the common areas or adjacent property, including bus staging area.

9. Compliance with Laws. In carrying out this Agreement, the Customer agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations governing environmental protection, regulation of hazardous substances and land use, and to defend (with attorneys approved by

the Port), indemnify, and hold harmless the Port against all civil or criminal claims, losses, liabilities, fees, fines, penalties, damages, and costs (including but not limited to attorney fees) resulting from any failure of the Customer or the Customer Parties to do so, including, but not limited to, violation of the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Sec. 9601 et seq.; the Clean Water Act, 33 USC Sec. 1251 et seq.; the Resource Conservation and Recovery Act, 42 USC Sec. 6901; the Toxic Substances Control Act, USC Sec. 2601; the Federal Insecticide, Fungicide and Rodenticide Act, 7 USC Sec. 136 et seq.; the Clean Air Act, 42 USC Sec. 7401 et seq.; the Oil Pollution Act of 1990, 33 USC Sec. 2701 et seq.; the Model Toxics Control Act, RCW 70.105D,010 et seq.; the Washington Water Pollution Control Act, RCW 90.48; the Washington Clean Air Act, RCW 70.94; the Washington Solid Waste Management Act, RCW 70.95; the Washington Hazardous Waste Management Act, RCW 70.105; and the Washington Nuclear Energy and Radiation Act, RCW 70.98.

10. Environmental Investigation. The Customer shall be fully and completely liable to Port for any and all investigatory, cleanup and/or monitoring costs and any and all other charges, fees, penalties (civil and criminal) imposed by any governmental authority with respect to the Customer use, disposal, transportation, storage, generation, management, release and/or sale of Hazardous Substances, which in any way arises out of or relates to this Agreement, including all Customer use of and activities at the Facility and or Dock or Customer's access thereto and/or use thereof, including on or about the Facility and Dock, the common areas or adjacent property.

11. Environmental Provisions. The Customer shall defend (with attorneys approved by the Port), indemnify, and hold the Port harmless from any and all actions that arise out of or relate to any threatened, alleged, or actual release of Hazardous Substances or any other violation under any applicable environmental law or regulation, including, but not limited to, investigation of a release or other violation; actual releases or other violations; remediation, cleanup and/or response costs; damage to natural resources; fines or penalties; economic loss or damages; enforcement action costs; judgments; appeal bonds; continuing monitoring costs; attorney fees and costs; and consultant fees and costs, and shall maintain insurance for such risk with limits of at least \$10,000,000 and shall name the Port as an Additional Insured with an endorsement at least as broad as ISO CG 00 39 04 13, and provide Additional Insured certification and a copy of Additional Insured endorsement satisfactory to the Port prior to commencing operations. All such insurances shall be endorsed to waive subrogation as to the non-procuring party, subject to the allocation of liabilities in this agreement. Sudden and accidental pollution coverage alone will not be accepted. Any policies issued on a claims-made basis shall provide for extended reporting periods of not less than five (5) years after the expiration or other termination of this Agreement. The obligation of the Customer to defend the Port shall not preclude the right of the Port to obtain its own counsel. Any costs and fees incurred in defense of the Port by the Port's counsel shall also be paid by the Customer as the same are incurred.

12. Condition of Facility. The Port makes no representation concerning the depth of the water at the Port's Facility and Dock or the presence of submerged objects adjacent to or near the Dock or Facility or otherwise regarding the condition of the Dock and Facility or surrounding area, including bus staging area or their suitability for the Customer's intended use or otherwise. The Customer shall make their own determination that the Customer's vessel has adequate depth to safely dock at the Port's Dock and Facility and that the Dock and Facility and other Port facilities, including bus staging area and surrounding area are suitable and safe for the Customer operations.

13. Security. The Customer shall be responsible for all required security as required by any federal or state agency with jurisdiction regarding its operations at the Port's Dock and Facility.

14. Safety and Notifications: The Customer shall be responsible for ensuring that Customer and Customer Parties comply with applicable laws and obey any written safety rules as may be provided by the Port. Customer shall not intentionally interfere with other operations or create any danger or safety hazard at the Dock and Facility. Customer shall notify the Port if it believes there are any safety or suitability problems, and in such an event the parties agree to fully cooperate and resolve the same to their mutual satisfaction. Formal notices shall be addressed to the contact defined above for each of the parties and may be given by e-mail, or mail.

15. General Provisions. This Agreement shall be governed by the laws of the county and state in which the Facility is located.

This Agreement may be executed in counterparts and/or by electronic exchange of signatures, with all such counterparts deemed the same single agreement and signatures exchanged by electronic means deemed equivalent to original signatures. This constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, written and oral. This Agreement shall not be modified except through a writing signed by both parties.

DATED THIS 30 DAY OF March 2023.

Port of Camas Washougal

Customer

Authorized Signature

Authorized Signature

**David Ripp, Chief Executive Officer
Port of Camas-Washougal**

**Katy Hagin, Nautical Operations Specialist
Innersea Discoveries, LLC d/b/a UnCruise
Adventures**

Printed Name and Title

Printed Name and Title

SIGNATURES ARE ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this lease in duplicate as of the _____ day
of _____, 2023

LESSOR:

PORT OF CAMAS-WASHOUGAL

By: _____
David Ripp, CEO

LESSEE:

INNERSEA DISCOVERIES, LLC d/b/a UNCRUISE
ADVENTURES

By: Katy Hagin

By: Kathy Hagin

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 2023, before me personally appeared DAVID RIPP, to me known to be the Chief Executive Officer of the Port of Camas-Washougal, the entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

Notary Public in and for the State of
Washington, residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK King)

On this 30th day of March, 2023, before me personally appeared Katy Hagin, to me known to be the Nautical Operations Spec. of **Innersea Discoveries, LLC d/b/a UnCruise Adventures**, the entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

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



Dan Penhollow
Notary Public in and for the State of
Washington, residing at Seattle
My commission expires 04-15-2026

EXHIBIT A

DOCKING SCHEDULES

UNCruise Adventures							
2023 Port Calls							
PORT:	Camas		SERVICES REQUEST:	Trash		x	
CONTACT:	Derek Jeager			Recycle		x	
TITLE:	Director of Business Development			Water	x		
PHONE:	d: 360.335.3686 c: 360.635.3571						
VESSEL	SEPTEMBER	OCTOBER	NOVEMBER				TIME
WILDERNESS LEGACY	2, 9, 16, 23, 30	7, 14, 21, 28	4				0600 - 1800
192'							
35 CREW / 88 GUESTS							