PORT OF BREMERTON

BOARD OF COMMISSIONERS REGULAR BUSINESS MEETING

AGENDA

August 27, 2024 6:00 PM Bill Mahan Conference Room Port Administration Offices Bremerton Nat'l Airport Terminal Bldg 8850 SW State Hwy 3, Bremerton

The Port of Bremerton Board of Commissioners have resumed in-person meetings but are maintaining the option for the public to participate remotely as well. The public is invited to view and/or participate in the hybrid meeting by attending in person or through one of the following options:

- To stream online only (via BKAT feed, with no interaction possible): https://bremerton.vod.castus.tv/vod/?live=ch1&nav=live
- To join the online Zoom meeting: https://uso2web.zoom.us/j/3359030010
- For audio only; dial 1.253.215.8782; Meeting ID: 335 903 0010

Call to Order

Pledge of Allegiance

Approval of Agenda

Consent Items

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

- A. Minutes of the regular business meeting and executive session of August 13, 2024.
- B. Payment of checks #86062 through #86074 and #E02183 through #E02196 and #902408 through #902409 and #E02197 and #902410 through #902413 and #902414 through #902424 and #86075 through #86084 and #E02198 through #E02210 and #902425 through #902428 and #902429 through #902430 and #902431 and #E02211 and #86085 through #86112 and #E02212 through #E02217 from the General Fund for \$269,932.93.

Information Items

1. Bremerton Airshow Report – Cole Barnes, Airport Manager

Agenda for August 27, 2024 Page 2

Citizen Comments: Open to the public for comment. Speakers are asked to keep their comments to less

than 3 minutes. Please feel free to submit further comments in writing to the Clerk of

the Board (gingerw@portofbremerton.org).

Action Items

- 1. Ratification of Agreement with Teamsters Local Union No. 589
- 2. Option to Lease Land with Collins Investments, LLC

Staff Reports

Commission Reports / New Business

1. Port Recognition

Executive Session (if necessary)

Adjournment

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

| <u>Date</u> | <u>Time</u> | <u>Meeting</u> |
|-------------|-------------|--|
| 08/27 | 6:00 pm | *Commission Regular Business Meeting – Hybrid |
| 09/04 | 10:00 am | Central Puget Sound Economic Development District (CPSEDD) Board |
| 09/10 | 10:00 am | *Commission Regular Business Meeting – Hybrid |

Meetings are subject to change or cancellation *Denotes events in which two (2) or more Commissioners may attend

^{**} The Commission may add and take action on other items not listed on the Agenda **

PORT OF BREMERTON

BOARD OF COMMISSIONERS REGULAR BUSINESS MEETING

MINUTES

August 13, 2024 10:00 AM Bill Mahan Conference Room Port Administration Offices Bremerton Nat'l Airport Terminal Bldg 8850 SW State Hwy 3, Bremerton Remote Option via Zoom

Commissioners and Staff Present

<u>Commissioners</u> <u>Staff Members</u>

Gary Anderson Jim Rothlin Cole Barnes
Cary Bozeman Arne Bakker Stephanie Frame

Axel Strakeljahn Aaron Schielke Erica Filler

James Weaver Anne Montgomery, Atty

James Goodman

Call to Order

President Anderson called the meeting to order at 10:00 AM and led the Pledge of Allegiance.

Approval of Agenda

It was moved by Strakeljahn, seconded by Bozeman to:

Approve the Agenda as presented.

MOTION CARRIES, 3-0

Consent Items

- A. Minutes of the regular business meeting of July 23, 2024
- B. Payment of checks #E02159 and #902389 and #902390 and #902391 and #E02160 through #E02161 and #86010 through #86041 and #E02162 through #E02164 and #902392 through #902395 and #902396 through #902398 and #E02165 and #902399 and #902400 through #902401 and #86042 through #86061 and #E02166 through #E02182 and #902402 through #902405 and #902406 and #902407 from the General Fund for \$933,156.42.

It was moved by Bozeman, seconded by Strakeljahn to:

Approve the Consent Items as presented.

MOTION CARRIES, 3-0

Information Items

1. Affordable Housing Construction Challenges – Bob Disney, Kitsap Builders Association

Commissioner Anderson introduced Bob Disney, from the Kitsap Builders Association (KBA). Mr. Disney sits on the affordable housing council and workforce development council of Kitsap County and is a past president of the Kitsap Builders Association.

Mr. Disney gave a presentation from a builder's perspective on how permitting timelines and costs effect affordable housing in Kitsap County. Mr. Disney explained the permitting process flow for a single-family residence build. The average time to complete all permits on a home build in Kitsap County is 233 days. The presentation explained the cost to a builder or developer increases as the time to issue a permit increases. It was explained the KBA is working to find solutions to bring to Kitsap County Department of Community Development to get permitting out faster resulting in affordable homes coming to the market.

In closing, Mr. Disney responded to questions and comments from the Board related to several items including different housing options such as ADUs, looking back in time to find what worked and what is not working now, infrastructure capacity.

2. Approach Lighting & Instrument Landing System Project Update – FAA, Austin Mixsell, Lead Engineer

Cole Barnes, Airport Manager, introduced Austin Mixsell, Lead Engineer of the project. Austin is the lead navigation engineer in the northwest region of the FAA.

The total federal investment for the project was 2.5 million dollars. The funding provided a fully reconstructed and updated approach lighting system, a fully reconstructed Runway 20 Glide Slope, and a fully reconstructed Runway 20 Localizer. All the replaced equipment is used to support low visibility approaches into the airport. The equipment has been fully recapitalized allowing it to be maintained efficiently and safely by FAA staff in the future. Mr. Mixsell thanked Cole Barnes and his team for help to make the job easier.

Citizen Comments - None

Action Items

Airport Ground Lease Agreement with WAM Management LLC
 Presented by James Goodman, Director of Facilities and Property Development,

Following presentation and after questions from the board were addressed:

It was moved by Bozeman, seconded by Strakeljahn to:

Approve the airport land lease with WAM Management, LLC for purposes and intentions described in the lease.

MOTION CARRIES, 3-0

2. Amendment #2 to the Agreement with Pioneer Technologies for Bay Street Properties Remediation

Presented by James Weaver, Director of Marine Facilities

Following presentation and after questions from the board were addressed:

It was moved by Bozeman, seconded by Strakeljahn to:

Approve the Port Orchard Properties environmental remediation contract Amendment #2 with Pioneer Technologies and authorize the CEO to execute the contract.

MOTION CARRIES, 3-0

3. Authorization to Bid – Bay Street Properties Structure Removal Presented by James Weaver, Director of Marine Facilities

Following a brief presentation and discussion:

It was moved by Strakeljahn, seconded by Bozeman to:

Authorize staff to proceed with the bid call for the Bay Street properties structure removal.

MOTION CARRIES, 3-0

4. Authorization to Bid – Bay Street Properties Remediation Construction Presented by James Weaver, Director of Marine Facilities

Following presentation and after questions from the board were addressed:

It was moved by Bozeman, seconded by Strakeljahn to:

Authorize staff to proceed with the bid call for the Bay Street Properties Remediation Construction per approved contracting guidance.

Motion Carries, 3-0

Staff Reports

Jim Rothlin, Chief Executive Officer

- Recognized employment anniversaries of Jim Garcia, Port Maintenance III 23 years, Stephanie Frame, Administrative Assistant - 3 years, Anne Mai, Marina Port Attendant -1 year.
- Two car shows, Mustangs on the waterfront and the Cruz both were successful for the Port Orchard waterfront.

- Kicked off airport feasibility study and met with the team with a preliminary schedule of events. Anticipated completion of the study in February of 2025. The study will be looking at passenger and cargo freight and will be focused on community engagement as a major piece of the study. The team will be meeting internally bi-weekly.
- Bremerton Air Show, happening August 17 and 18. Friday, August 16th is media day. The Port is expecting 50 attendees offering a final promotional push of the show.
- Attended Derek Kilmer's farewell gathering. It was a chance for him to say thank you and speak to his personal journey and to let leaders know he still has 5 more months of work and to bring anything needed to him.

Commission Reports / New Business

Commissioner Strakeljahn

- PSRC approved regional transportation funding. In Kitsap County alone \$30 million was requested and only \$10.5 million was funded. Happy to announce Airport Way expansion request for \$2.1 million was approved. Thank you to Arne Bakker, for his hard work on the application.
- PSRC completed industrial lands analysis through EDD board and is available.
- Attended the Cruz car show with Commissioner Anderson. Received comments that James Weaver and Kathy Garcia's marina team went above and beyond to make this year's show successful.
- Farnborough Airshow ended last week. Boeing held a successful show selling new jets to Japanese and Korean airlines Various ports and other local municipalities were represented at the show. Encourages our team to consider attending future shows.
- Would like to bring up for discussion in the future, a way to commemorate former Commissioner Larry Stokes and wife Shirley Stokes at the Port Orchard Marina Park for all that he did and the vision he had for the marina park. Commissioner Anderson asked the CEO to make a note to put on a future meeting agenda.

Commissioner Bozeman

• Sorry he did not thank Derek Kilmer for his service to our community. Observations about Representative Kilmer, he was a man of integrity and honesty, recognized the sacrifices he had to make for his family for our district, he did a great job of getting out to all areas of our district, he has been supportive of non-profits in our community.

Commissioner Anderson

• Recently attended WPPA Commissioners seminar in Richland where he attended a presentation by Bob Schuetz from Energy Northwest about Benton County looking at a

small package nuclear plant. Believes it is something that may come up for discussion in our future.

Executive Session

President Anderson recessed the meeting at 12:05 p.m. and reconvened into executive session at 12:10 p.m. for approximately 10 minutes for the purpose of discussing with legal counsel current or potential litigation [RCW 42.30.110(1)(i)]. At 12:10 p.m. the executive session was extended fifteen minutes.

At 12:31 the regular meeting was reconvened.

Adjournment

There being no further business before the Board, the meeting was adjourned at 12:31.

Submitted,

Approved,

Jim Rothlin Chief Executive Officer August 21, 2024 Axel Strakeljahn Commission Secretary August 27, 2024

PORT OF BREMERTON

BOARD OF COMMISSIONERS EXECUTIVE SESSION

MINUTES

August 13, 2024 12:10 PM CEO Office Port Administration Offices Bremerton Nat'l Airport Terminal Bldg 8850 SW State Hwy 3, Bremerton

Call to Order

President Anderson called the executive session to order at 12:10 p.m., August 13, 2024.

Commissioners and Staff Present

CommissionersStaff MembersGary AndersonJim RothlinCary BozemanArne BakkerAxel StrakeljahnCole Barnes

Anne Montgomery, Atty

Item #1: Discussed with legal counsel current or potential litigation [RCW 42.30.110(1)(i)].

With no further business to come before the Board, the meeting was adjourned into regular session at 12:31 p.m.

Submitted, Approved,

Jim Rothlin Axel Strakeljahn

Chief Executive Officer Commission Secretary

August 21, 2024 August 27, 2024

PORT OF BREMERTON AGENDA SUMMARY

Agenda Item No: Action Item #1

Subject: 3-Year Agreement with Teamsters Local Union 589

Exhibits: None

Prepared By: Jim Rothlin, CEO

Meeting Date: August 27, 2024

Summary:

Negotiations of the 2024 - 2027 Union Agreement with the Teamsters Local Union 589 have been completed, with the union members voting to accept the contract. The agreement becomes effective June 1, 2024 through May 31, 2027. Ratification of the Agreement is required by the Port Commission.

Fiscal Impact:

The financial impact to the effective Contract date of June 1, 2024 includes an annual cost of living formula added to the wages with increases not to exceed 4%.

Recommendation:

Staff recommends that the Commission ratify the 2024-2027 Agreement with Teamsters Local Union 589.

Motion for Consideration:

Move to ratify the 2024-2027 Agreement with Teamsters Local Union No. 589.

PORT OF BREMERTON AGENDA SUMMARY

Agenda Item No: Action Item #2

Subject: Option to Lease Land - Collins Investments, LLC

Exhibits: Option to Lease Land

Prepared By: Arne Bakker, COO

Meeting Date: August 27, 2024

Summary:

In the Spring of 2024, Collins Investments met with Port Staff to discuss placing a lease option to secure land that is known as Sky Park on the North end of Bremerton National Airport. Collins Investments wishes to secure the property in order to do their due diligence and feasibility studies including survey work and Geo-tech work. Collins Investments, LLC, intends to use the property for the purpose of developing the site for corporate aviation hangars, aircraft ramps, taxiways, and commercial business park.

Fiscal Impact:

Months 1-6: no fiscal impact

Months 7-12: \$1000.00 flat fee

Months 13-30: \$400.00 (10% of current Fair Market Value for land lease) per month

Months 13-30 are at the Port's sole discretion

Collins will provide the Port will all study results and the Port will be benefiting from the site

work that will be completed by tenant.

Strategic Purpose:

This action conforms with the Port's strategic plan in Goal 1: Be significant leader in promoting the local economy on and off Port assets.

Recommendation:

Staff recommends approval of the Option to Lease Land with Collins Investments, LLC., and authorize CEO to execute the option to lease.

Motion for Consideration:

Move to approve the Option to Lease Land with Collins Investments, LLC, and authorize the CEO to execute the Option.

OPTION TO LEASE LAND AT THE PORT OF BREMERTON

This Exclusive Option to Lease Land at the Port of Bremerton ("Option") is entered this _____ day of _____ 2024 ("Effective Date"), by and between the Port of Bremerton ("Port") and Collins Investments, LLC ("Collins"), a Washington limited liability company.

WHEREAS, Collins desires to obtain an exclusive option to lease certain real property set forth herein within the Port for purposes of developing corporate aviation hangars and business park on the site compatible with the uses of nearby properties (i.e. industrial, warehouse and office space).

NOW, THEREFORE, in consideration of the benefits to Collins and the Port and the mutual covenants of the parties set forth herein and other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the parties hereby covenant and agree as follows:

1. <u>Grant of Option.</u> During the "Term" (defined below"), and subject to all terms and conditions set forth herein, the Port grants to Collins, an exclusive right and option to negotiate and enter into a lease (the "Lease") of the following Airport real property consisting of approximately **435,600 square feet**; or **10.0 acres** as depicted in **Exhibit A** as the Lease Option Area (hereinafter referred to as the "Property") which is contained within:

Property Description: See Exhibit A

Parcel Numbers: 122301-2-009-1003

- 1.2 <u>Exclusive Right.</u> The option rights granted by the Port to Collins hereunder shall be exclusive during the Term. From the date of this Agreement through the Term, the Port covenants and agrees that it will not sell, agree to sell, transfer, lease, assign or encumber the Property except with respect to a lease transaction with Collins, with the exception of any federal government right of reverter.
- 2. <u>Term; Exercise; Termination.</u> The term of this Option shall commence on the Effective date set forth above and shall continue for a period of six (6) months from the Effective Date of this Option (the "Term") subject to extension as set forth in Section 2.1. The Port and Collins acknowledge that the Port's standard form lease in draft is attached hereto as **Exhibit B** and shall be subject to modifications if specific details of lease and construction are negotiated and finalized. If during the Option Term, this project is determined not to be financially feasible Collins may terminate this Option with thirty (30) days' written notice.
 - 2.1 <u>Lease Option Extension.</u> Collins may request a six (6) month extension of the Option by written notice to the Port no later than 15 business days prior to end of the Term. Granting of said Extension is at the Port's sole discretion.
 - 2.2 Second Lease Option Extension. This Option maybe extended at the Port's sole discretion beyond the initial Term and the I Lease Option Extension as set forth in

- 2.1 for an additional eighteen (18) months for design and permitting with written notice and submission of copies of all due diligence reports, plans and or studies to the Port no later than fifteen (15) business days prior to the end of the initial term or the lease option extension term if granted.
- 3. Fees for Option. Option fees payable to the Port by Collins for the initial Option period and the Lease Option Extension, if requested by Collins and granted by the Port, shall be in the amount of \$1000.00 plus applicable leasehold excise tax, due on the Effective Date. The current initial full land lease rate for the commercial use of the Property is \$48,000.00 per year for 10 acres (\$4,800 per acre x 10 acre) or \$4,000.00 per month, plus utility fees to be determined during lease negotiations. If Section 2.2, Second Lease Option Extension, is exercised for an additional eighteen (18) months, payment is adjusted to equal 10% of the annual land rent determined by the then current market appraisal, but not less than \$400.00 per month.
- 4. <u>Use.</u> Collins intends to use the Property for purposes of developing the site for corporate aviation hangars, aircraft ramps, taxiways and commercial business park. Prior to the exercise of a Lease, Collins shall provide to the Port construction plans and final layout of any planned facility. Collins" use is subject to approval by the Port, in its sole discretion, as to compatible land use for airport property.
- 5. <u>Suitability Studies.</u> The Port will permit Collins to enter the Property to make engineering and other due diligence studies, including soil tests and borings, on the Property to determine the suitability of the Property for Collins' proposed use; provided, however, that all such studies shall be at Collins' cost, shall be the property of Collins and not the property of the engineer or consultant performing such studies, and further, that in the event a Lease is not exercised by Collins, all such studies shall be delivered to the Port for use by the Port without charge to the Port. Collins shall give Port forty-eight (48) hours advance written notice prior to conducting any on-site activities. No later than ten (10) days after performing any on-site activities hereunder, Collins shall restore the Property as reasonably close to the condition it was in prior to the commencement of the Option at Collins's sole cost and expense, reasonable wear and tear excepted. Collins agrees to conform to and abide by all applicable rules, codes, laws, regulations, and Port policies in connection with its on-site activities on the Property, and not to permit said Property to be used in violation of any applicable rule, code, law, regulation, Port policy, or other authority.
- 6. <u>Assignment to Others.</u> Collins may not assign this Option to any other person or entity without the consent of the Port, which shall not be unreasonably withheld.
- 7. <u>Documents, Drawings and Specifications Provided by Collins.</u> Collins shall provide and pay for all project design drawings and specifications, as well as pay for all architectural services required by Collins during the Term. Collins acknowledges that prior to commencement of any development activity and notwithstanding a final Lease, all required permits or approvals must be obtained from the Port or any other agency with jurisdiction in accordance with applicable law and the project design drawings and specifications shall be in a form sufficient to satisfy the requirements of the City of Bremerton Planning and Development Services for use in review and issuance of any necessary permits.

8. <u>Indemnification and Hold Harmless.</u> Collins shall defend (with legal counsel acceptable to the Port), indemnify, and hold harmless the Port, and its officers, employees, and agents, from any and all demands, claims, judgments, or liability for loss or damage arising as a result of accidents, injuries, or other occurrences on the Premises or on the Port's property (i) occasioned by either the negligent or willful conduct of Collins or its agents; or (ii) made by any person or entity holding under Collins, or any person or entity on the Premises or on the Port's property as a result of Collins' activity, regardless of who the injured party may be. This indemnification and hold harmless shall not apply to the extent the damages were caused by the gross negligence or willful misconduct of the Port. This provision is in addition to any other indemnification provision contained herein.

LIMITED WAIVER OF IMMUNITY UNDER WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW, AND OTHER SIMILAR INDUSTRIAL INSURANCE SCHEMES. For purposes of the foregoing indemnification provision, and only to the extent of claims against Collins by the Port under such indemnification provision, Collins specifically waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW, The United States Longshore and Harbor Workers Compensation Act, 33 USC §901-950, or any other similar workers' compensation schemes. The indemnification obligation under this Option shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The foregoing provision was specifically negotiated and agreed upon by the parties hereto.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Option.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Option.

This hold harmless agreement and waiver of immunity was mutually and expressly negotiated and agreed between the parties.

- 9. <u>Insurance.</u> Collins shall procure and maintain a Commercial General liability policy covering all claims for personal injury (including death) and property damage (including all real and personal property located on the Property or Port's property) arising on the Property or Port's property as a result of, or arising out of, Collins's operations under this Option. The limits of liability shall be not less than Two Million Dollars (\$2,000,000.00) for each occurrence and in the aggregate, unless the Collins requests, and Port approves in writing, a lesser liability limit. If the Collins maintains higher insurance limits than the minimums required herein, the Port shall be insured for the full available limits of Commercial General and/or Excess or Umbrella liability maintained by the Collins, irrespective of whether such limits maintained by the Collins are greater than those required by this Option or whether any certificate of insurance furnished to the Port evidences the lower limits of liability set forth above. The liability policies shall contain a cross-liability provision such that the policy will be construed as if separate policies were issued to Collins and to Port.
- 9.1 **Policy Provisions.** The foregoing insurance policy shall name Port as an additional insured by way of a policy endorsement. Collins shall provide certificates of

insurance and, if requested, copies of any policy to Port. Receipt of such certificate or policy by Port does not constitute approval by Port of the terms of such policy. Furthermore, the policy of insurance required herein shall (i) be written as a primary policy; (ii) expressly provide that such insurance may not be materially changed, amended, or canceled with respect to Port except upon forty-five (45) days' prior written notice from the insurance company to Port; (iii) contain an express waiver of any right of subrogation by the insurance company against Port and Port's elected officials, employees, or agents; (iv) expressly provide that the defense and indemnification of the Port as an "additional insured" will not be affected by any act or omission by Collins which might otherwise result in a forfeiture of said insurance; (v) contain a separation of insureds provision such that the policy applies separately to each insured that is subject of a claim or suit; (vi) not contain a cross-claim, cross-suit, or other exclusion that eliminates coverage by one insured against another; and (vii) provide for coverage for damage to the Port's property caused by Collins.

- 9.2 **Failure to Obtain and Maintain Insurance.** If Collins fails to procure and maintain the insurance described above, Port shall have the right, but not the obligation, to procure and maintain substitute insurance, and to pay the premiums. Upon demand, Collins shall pay to Port the full amount paid by Port.
 - 9.3 Prudent Business Insurance. Collins believes and states that the insurance obligation herein does not exceed that which Collins would otherwise normally place upon itself and obtain in order to operate its business in a prudent manner
- 10. <u>Casualty Loss of Collins.</u> The Parties hereto agree that the Port, and its commissioners, employees, insurance carrier, and casualty policy, shall not be responsible to Collins for any property loss or damages caused to Collins' property, whether real, personal, or mixed, occasioned by reason of any fire, storm, or other casualty whatsoever. It shall be the Collins' sole responsibility to provide its own protection against casualty losses of whatsoever kind or nature, regardless of whether or not such loss is occasioned by the acts or omissions of the Port, Collins, third party, or act of nature. Collins hereby releases and discharges the Port, and its commissioners, employees, insurance carrier, and casualty policy, from any claims for loss or damage to Collins' property.
- 11. <u>Notices.</u> Notice given hereunder must be in writing, and may be served personally, by mail or by email. The time of service shall be the date of actual delivery to the address personally or the time of deposit in the mail, postage prepaid, directed to the last known address of the party to be served. All notices may be delivered in person, mailed or emailed to the following respective addresses:

To the Port:

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

Email: arneb@portofbremerton.org

To the Lessee:

Collins Investments, LLC Attn: Roger Collins

14800 NE North Woodinville Way

Woodinville, WA 98072 Email: rogerc@sierraind.com

- 12. <u>Construction Subject to Compliance with FAA Regulations.</u> Collins acknowledges that construction may not begin on the Property until a final Lease is signed and Form 7460-1 has been submitted by Collins and reviewed and approved by the Federal Aviation Administration pursuant to Part 77 of the Code of Federal Regulations, Title 14, Aeronautics and Space. Any Lease shall be subject to receipt of such approval. If such approval is denied, Collins shall have no liability to the Port on account of such denial and any lease shall terminate at Collins' option.
- 13. <u>Termination for Breach.</u> The Port shall be entitled to terminate this Option for Collins' breach after providing Collins' ten (10) days' prior written notice and opportunity to cure of a breach of the Option.
- 14. <u>Survival.</u> All obligations of Collins, as provided for in the Option, shall not cease upon the termination of this Option and shall continue as obligations until fully performed. All clauses of this Option which require performance beyond the termination date shall survive the termination date of this Option.
- 15. Governing Law, Jurisdiction, Venue. This Option shall be construed in accordance with and governed by the laws of the State of Washington. The parties agree that the exclusive jurisdiction and venue of any action arising under this agreement shall be in the Superior Court of the State of Washington, in and for Kitsap County. The substantially prevailing party in any action to enforce any term or condition of this Option shall be entitled to an award of their reasonable costs and attorneys' fees.
- 16. <u>Entire Agreement.</u> This Option supersedes all agreements previously made between the parties relating to its subject matter. The recitals to this Option set forth above are hereby incorporated by reference. There are no other understandings or agreements between the parties hereto relative to the subject matter hereof. This Option may only be modified by a written agreement signed by both parties. If any one or more provisions of this Agreement shall be held by any court to be invalid or unenforceable such invalidity or unenforceability shall not affect the validity or enforceability of any other portion of this Agreement.

| Dated this day of 2024 | |
|------------------------|--------------------------|
| Port of Bremerton | Collins Investments, LLC |
| By Jim Rothlin | By Roger Collins |
| Its_CEO | Its_Manager |
| | PARE: 8/14/24 |

EXHIBIT A
Property Description Option Area

