



Serving what matters today, with a view for tomorrow.

**Port of Kingston Board of Commissioners  
Regular Meeting Agenda**

**June 28<sup>th</sup>, 2023, at 6:30 p.m.**

**Meeting called by:** Port of Kingston Commissioners  
**Type of meeting:** Regular Meeting  
**Location:** Hybrid

A. In Person:  
Village Green Community Center  
26159 Dulay Rd NE  
Kingston, WA 98346

B. Virtual via Zoom:  
Join Zoom Meeting  
[https://us02web.zoom.us/Regular Meeting](https://us02web.zoom.us/RegularMeeting)  
Meeting ID: 822 2125 3855  
Dial by your location  
1 253 215 8782 US (Tacoma)

Welcome to the June 28<sup>th</sup>, 2023, Regular Meeting of the Port of Kingston Commission. Comments from those in attendance will be allowed upon recognition of the Chair. Please identify yourself by stating your name.

If you would like to be added to the agenda for a future meeting, please contact the Port Office at least one week prior to the regularly scheduled meeting. Please submit your documents and/or presentations at the time of your request.

*This is a preliminary agenda and is subject to change.*

**Agenda Topics**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF AGENDA**
- 4. PUBLIC COMMENT**



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Citizens may address the Commission regarding any item related to Port business, including items on the agenda.

## 5. CONSENT AGENDA

These matters are routine and will be enacted by one motion of the Commission with no separate discussion. If discussion is desired, that item may be removed from the Consent Agenda by a Commissioner.

- A. Approve May 23<sup>rd</sup> , 2023 Work Session Minutes
- B. Approve May 24<sup>th</sup> , 2023 Regular Meeting Minutes
- C. Approve June 13<sup>th</sup> , 2023 Work Session Minutes
- D. Approve June 15<sup>th</sup> , 2023 Special Session Meeting Minutes
- E. Approve June 20<sup>th</sup> , 2023 Work Session Meeting Minutes
- F. Approve May 2023 Warrants **\$143,731.93** (\$815.81, \$81,460.79, \$99.74, \$61,355.59) and EFT Payments **\$164,338.46**

## 6. ACTION ITEMS

- A. Approve - **RESOLUTION NO. 2023-06-28-01 A RESOLUTION DIRECTING THE EXECUTIVE DIRECTOR TO AMEND 2023 AGREEMENT WITH WENZLAU ARCHITECTS**
- B. Approve - **RESOLUTION 2023-06-28-02 A RESOLUTION TO APPROVE 2023 AGREEMENT WITH OESD**
- C. Approve - **RESOLUTION NO. 2023-06-28-03 RESOLUTION TO APPROVE MARINA SOFTWARE CONVERSION TO MARINAGO**
- D. Approve - **RESOLUTION 2023-06-28-04 RESOLUTION TO APPROVE ACCOUNTING SOFTWARE CONVERSION TO SAGE INTAACT**

## 7. DISCUSSION ITEMS

- A. Sports Complex sponsored by Rotary

## 8. FINANCIAL REPORT

## 9. PUBLIC COMMENT

Citizens may address the Commission regarding any item related to Port business, including items on the agenda.



Serving what matters today, with a view for tomorrow.

**10. COMMISSIONER REPORTS**

**11. STAFF REPORTS**

**12. NEXT REGULAR MEETING:** Wednesday July 19<sup>th</sup>, 2023, at 1:00 p.m. Hybrid Village Green Community Center 26159 Dulay Rd NE Kingston, WA 98346

**13. ADJOURN**



Serving what matters today, with a view for tomorrow.

**PORT OF KINGSTON  
COMMISSION WORK SESSION**

May 23rd, 2023; 9:00 a.m. – 10:00 a.m.

NAME		EMAIL
Greg Englin	<input checked="" type="checkbox"/>	<a href="mailto:grege@portofkingston.org">grege@portofkingston.org</a>
Steve Heacock	<input checked="" type="checkbox"/>	<a href="mailto:steveh@portofkingston.org">steveh@portofkingston.org</a>
Laura Gronnvoll	<input checked="" type="checkbox"/>	<a href="mailto:laurag@portofkingston.org">laurag@portofkingston.org</a>
Mary McClure	<input checked="" type="checkbox"/>	<a href="mailto:marymc@portofkingston.org">marymc@portofkingston.org</a>
Kris Williams	<input checked="" type="checkbox"/>	<a href="mailto:krisw@portofkingston.org">krisw@portofkingston.org</a>
	<input type="checkbox"/>	
<b>Guest</b>		
Marc Horton	<input type="checkbox"/>	
Ron Karzmar	<input checked="" type="checkbox"/>	
Aaron Powell	<input type="checkbox"/>	
	<input type="checkbox"/>	

- Discussion Items:
  - Downtown “Storefront Zone” recommendations to Kitsap County for Comp Plan
  - Cameras on Port property – add to next week’s agenda

**NEXT WORK SESSION:** Tue, May 30<sup>th</sup>, 2023, at 8:30 AM – Port of Kingston 2<sup>nd</sup> Floor Conference Room

**NEXT REGULAR SESSION:** Wed May 23, 2023 at 1:00pm at the Village Green Community Center

\_\_\_\_\_  
Mary McClure, Commissioner

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Laura Gronnvoll, Commissioner

\_\_\_\_\_  
Steve Heacock, Commissioner



Serving what matters today, with a view for tomorrow.

**PORT OF KINGSTON  
REGULAR MEETING  
May 24<sup>th</sup>, 2023; 6:30pm  
Meeting Minutes**

NAME	INI	EMAIL	TELEPHONE	CELLULAR
<b>Regular Attendees</b>				
Greg Englin	<input checked="" type="checkbox"/>	<a href="mailto:grege@portofkingston.org">grege@portofkingston.org</a>		
Steve Heacock	<input checked="" type="checkbox"/>	<a href="mailto:steveh@portofkingston.org">steveh@portofkingston.org</a>		
Laura Gronnvoll	<input checked="" type="checkbox"/>	<a href="mailto:laurag@portofkingston.org">laurag@portofkingston.org</a>		
Mary McClure	<input checked="" type="checkbox"/>	<a href="mailto:marymc@portofkingston.org">marymc@portofkingston.org</a>		
Audra Trainer	<input type="checkbox"/>	<a href="mailto:audrat@portofkingston.org">audrat@portofkingston.org</a>		
Kris Williams	<input checked="" type="checkbox"/>	<a href="mailto:krisw@portofkingston.org">krisw@portofkingston.org</a>		
Torey Grandt	<input type="checkbox"/>	<a href="mailto:toreyg@portofkingston.org">toreyg@portofkingston.org</a>		
Ray Carpenter	<input type="checkbox"/>	<a href="mailto:rayc@portofkingston.org">rayc@portofkingston.org</a>		
Marc Horton	<input type="checkbox"/>	<a href="mailto:mhorton@washingtonprojectconsultants.com">mhorton@washingtonprojectconsultants.com</a>		
	<input type="checkbox"/>			
<b>Guest</b>				
	<input type="checkbox"/>			
<b>Guest Speaker</b>				
	<input type="checkbox"/>			
	<input type="checkbox"/>			

<b>1. Call to Order</b> - Commissioner McClure called the meeting to order at 1:14pm
<b>2. PLEDGE OF ALLEGIANCE</b>
<b>3. APPROVAL OF AGENDA</b> Motion to approve agenda Moved: Commissioner Heacock Second: Commissioner McClure Vote: Pass 2-0
<b>4. PUBLIC COMMENT</b>
<b>5. CONSENT AGENDA</b> A. Approve April 19 <sup>th</sup> , 2023 Special Session Minutes B. Approve April 25 <sup>th</sup> , Work Session Meeting Minutes C. Approve April 26 <sup>th</sup> , 2023 Regular Meeting Minutes



Serving what matters today, with a view for tomorrow.

- D. Approve April 27<sup>th</sup> , 2023 Special Session Minutes
- E. Approve May 2<sup>nd</sup> , Work Session Meeting Minutes
- F. Approve May 9<sup>th</sup> , 2023 Work Session Meeting Minutes
- G. Approve April 2023 Warrants **\$129,220.48** (\$46,587.14, \$42,648.65, \$97.97, \$39,886.72) and EFT Payments **\$115,976.02**

Motion: Accept the Consent Agenda  
 Moved: Commissioner Heacock  
 Second: Commissioner Gronnvoll  
 Vote: Pass 3-0

**6. ACTION ITEMS**  
 N/A

**7. DISCUSSION ITEMS**

Ed Englin shared an update on the Kitsap County Comprehensive Plan recommendations. The current draft has been submitted to KCAC and Kitsap County. We will be sending revisions for the “store front” zone to the County after the recommendations are reviewed with KCAC later today and voted on at a Special Session next week for the Commissioners to endorse and approve submitting.

We are still compiling all of the comments and feedback we’ve received regarding Commercial Development.

**8. FINANCIAL REPORT**

Total Operating Revenue - \$832,238  
 Cost of Goods Sold - \$61,393  
 Gross Profit - \$770,846  
 Total Operating Expense - \$815,607  
 Net Operating income – **(\$44,761)**  
 Net Operating Income after depreciation – **(\$219,747)**

Goal is to increase the Guest moorage. Our parking revenue could increase as the Kitsap Transit Fast Ferry becomes more consistently in use.

**9. PUBLIC COMMENT**  
 N/A

**10. COMMISSION REPORT**



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Commissioner Heacock – Highlight of the month was the WPPA Spring meeting, great group discussions. The only topic that was lacking was the Federal permitting process, was hoping to get updates on the Federal permitting for marinas related to infrastructure improvements. The content was excellent.

Commissioner McClure stated she heard the Federal permitting concerns referenced in several meetings without much detail. Commissioner Heacock stated unique situation in Kingston with the passenger only ferry and Washington State Ferries(WSF) makes us part of the state highway. We have aging infrastructure, including the breakwater. Without the breakwater, the nexus between the WSF and Kitsap Transit would not do well. Ed Englin stated cargo gets divided up between people and freight. We are a huge mover of people. Port of Kingston is number two for transporting people and number one for commercial. We could apply and partner with the state to complete some of these projects. We have written to our representatives Murray, Cantwell, and Kilmer to let them know of the concerns we have.

Further discussion regarding the Federal permitting

Commission Gronnvoll – Attended the WPPA Spring Meeting. Attended the affordable housing group too. Good idea to let the local affordable housing group know that Amazon is applying to Washington State for \$50M for affordable housing. The Port of Camas Washougal has residential properties on their port property. Technically, they leased land to a developer who is building. A comment was made by an attorney that you must do your due diligence to connect housing to economic development.

Commissioner McClure – A committee sponsored by Kingston Cares that includes a consortium of agencies will be working on identifying issues that the community cares about and figuring out what to do about it. Working with Clint Boxman and the Rotary on the Sports venue partnership. There is a lot of interest with a private developer looking to put in retail, significant housing, and the sports complex outside the UGA.

## 11. STAFF REPORTS

Kris Williams – Hired seasonal help. Still working on recruiting the Customer Service Coordinator position. Reviewing our Marina software, meeting with other ports for feedback, doing our due diligence. Making a decision soon. Attending the WPPA Finance Administration conference

Greg Englin – Marina Committee at WPPA Spring Meeting, discussion focused on risk. Tim Schermetzler of Chmelik Sitkin & Davis discussed derelict vessels. Discussed a scenario that the Port of Silverdale was involved in with the Department of Natural resources and they were able to recover attorney fees. That is something we will have to pay close attention to. Joe Davis from Enduris discussed property liability risks. Enduris insures 56 of the 75 Washington ports. The overall insurance market is really difficult. We are building a culture of awareness and being proactive to avoid claims.

Commissioner Gronnvoll – ED Englin’s Marina Committee presentation was clear and concise.

ED Englin – We have aligned the commission, governance, policy, staff, and procedures.

## 12. ADJOURN

Commission adjourned the meeting at 2:14pm



Serving what matters today, with a view for tomorrow.

**NEXT REGULAR SESSION:** Wed, June 28<sup>th</sup>, 2023, at 6:30 PM Village Green Community Center

\_\_\_\_\_  
Mary McClure, Commissioner

Attest: \_\_\_\_\_  
Greg Englin, Executive Director

\_\_\_\_\_  
Laura Gronnvoll, Commissioner

\_\_\_\_\_  
Steve Heacock, Commissioner





Serving what matters today, with a view for tomorrow.

**PORT OF KINGSTON  
COMMISSION WORK SESSION**

June 13, 2023; 9:00 a.m. – 12:15 p.m.

NAME		EMAIL
Greg Englin	<input checked="" type="checkbox"/>	<a href="mailto:grege@portofkingston.org">grege@portofkingston.org</a>
Steve Heacock	<input checked="" type="checkbox"/>	<a href="mailto:steveh@portofkingston.org">steveh@portofkingston.org</a>
Laura Gronnvoll	<input checked="" type="checkbox"/>	<a href="mailto:laurag@portofkingston.org">laurag@portofkingston.org</a>
Mary McClure	<input checked="" type="checkbox"/>	<a href="mailto:marymc@portofkingston.org">marymc@portofkingston.org</a>
Kris Williams	<input checked="" type="checkbox"/>	<a href="mailto:krisw@portofkingston.org">krisw@portofkingston.org</a>
	<input type="checkbox"/>	
<b>Guest</b>		
Al Doeve	<input checked="" type="checkbox"/>	
Charlie Wenzlau	<input checked="" type="checkbox"/>	
Sean Parker	<input checked="" type="checkbox"/>	
Marc Horton	<input checked="" type="checkbox"/>	
Ron Karzmar	<input checked="" type="checkbox"/>	
Kate Joncas	<input checked="" type="checkbox"/>	
Betsy Cooper	<input checked="" type="checkbox"/>	

- Discussion Items:
  - KEDA One Kitsap – Al Doeve
  - Review/discuss Commercial Development – Charlie Wenzlau / Sean Parker
  - Sub Area Plan recommendations to Kitsap County for Comp Plan
    - Economic Development
    - Transportation
    - Proposed Store Front Zone

**NEXT WORK SESSION:** Tue, June 20<sup>th</sup>, 2023, at 9:00 AM – Port of Kingston 2<sup>nd</sup> Floor Conference Room

**NEXT REGULAR SESSION:** Wed June 28, 2023 at 6:30pm at the Village Green Community Center

\_\_\_\_\_  
Mary McClure, Commissioner

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Laura Gronnvoll, Commissioner

\_\_\_\_\_  
Steve Heacock, Commissioner



Serving what matters today, with a view for tomorrow.

**PORT OF KINGSTON**  
**REGULAR MEETING**  
 June 15<sup>th</sup>, 2023; 9:00am  
**Meeting Minutes**

NAME		INI	EMAIL	TELEPHONE	CELLULAR
<b>Regular Attendees</b>					
Greg Englin	<input checked="" type="checkbox"/>		<a href="mailto:grege@portofkingston.org">grege@portofkingston.org</a>		
Steve Heacock	<input checked="" type="checkbox"/>		<a href="mailto:steveh@portofkingston.org">steveh@portofkingston.org</a>		
Laura Gronnvoll	<input checked="" type="checkbox"/>		<a href="mailto:laurag@portofkingston.org">laurag@portofkingston.org</a>		
Mary McClure	<input checked="" type="checkbox"/>		<a href="mailto:marymc@portofkingston.org">marymc@portofkingston.org</a>		
Audra Trainer	<input type="checkbox"/>		<a href="mailto:audrat@portofkingston.org">audrat@portofkingston.org</a>		
Kris Williams	<input checked="" type="checkbox"/>		<a href="mailto:krisw@portofkingston.org">krisw@portofkingston.org</a>		
Torey Grandt	<input type="checkbox"/>		<a href="mailto:toreyg@portofkingston.org">toreyg@portofkingston.org</a>		
Ray Carpenter	<input type="checkbox"/>		<a href="mailto:rayc@portofkingston.org">rayc@portofkingston.org</a>		
Marc Horton	<input type="checkbox"/>		<a href="mailto:mhorton@washingtonprojectconsultants.com">mhorton@washingtonprojectconsultants.com</a>		
	<input type="checkbox"/>				
<b>Guest</b>					
	<input type="checkbox"/>				
<b>Guest Speaker</b>					
	<input type="checkbox"/>				
	<input type="checkbox"/>				

<b>1. Call to Order</b> - Commissioner McClure called the meeting to order at 9:00am
<b>2. PLEDGE OF ALLEGIANCE</b>
<b>3. APPROVAL OF AGENDA</b> Motion to approve agenda Moved: Commissioner Heacock Second: Commissioner McClure Vote: Pass 3-0
<b>4. PUBLIC COMMENT</b>
<b>5. ACTION ITEMS</b> A. Approve <b>Resolution 2023-06-15-01 TO APPROVE PORT COMMISSIONERS RECOMMENDATIONS TO KITSAP COUNTY COMPREHENSIVE PLAN</b>



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<p>Reviewed the listed recommendation for verification</p> <p>Motion to approve resolution as amended Moved: Commissioner Gronnvoll Second: Commissioner Heacock Vote: Pass 3-0</p>
<p><b>6. Discussion</b> Schedule Executive Session for Tuesday June 20, 2023</p>
<p><b>7. PUBLIC COMMENT</b> N/A</p>
<p><b>8. NEXT REGULAR MEETING:</b> Wednesday June 28, 2023 at 6:30 p.m. Hybrid</p>
<p><b>9. ADJOURN</b> Commission adjourned the meeting at 9:15am</p>

**NEXT REGULAR SESSION:** Wed, June 28<sup>th</sup>, 2023, at 6:30 PM Village Green Community Center

\_\_\_\_\_  
Mary McClure, Commissioner

Attest: \_\_\_\_\_  
Greg Englin, Executive Director

\_\_\_\_\_  
Laura Gronnvoll, Commissioner

\_\_\_\_\_  
Steve Heacock, Commissioner



Serving what matters today, with a view for tomorrow.

**PORT OF KINGSTON  
COMMISSION WORK SESSION**

June 20<sup>th</sup>, 2023; 9:00 a.m. – 10:30 a.m.

Discussion Items:

- Update on Commercial Development
- Update on RCO Grant / Middle Bathroom
- 2024 Kitsap County Comprehensive Plan recommendations submitted June 15<sup>th</sup>, 2023

Public Comment

- Aaron Powell – Discussion was had regarding the Port of Kingston financials and a potential 5 Member Board of Commissioners

Adjourned for Executive Session @ 9:41am

Reconvened from Executive Session 10:29am

Meeting Adjourned 10:31 am

Port of Kingston is inviting you to a scheduled Zoom meeting.

Topic: Work Session

Time: June 20<sup>th</sup>, 2023 9:00 AM Pacific Time (US and Canada)

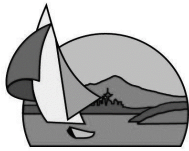
Weekly: [https://us02web.zoom.us/meeting/tZ0qf-iggD0oHdYKvSoDE42C0EQ1nctoexQ9/ics?icsToken=98tyKuGhqTMrEtKTsh6FRpx5B4aggd\\_zwpiFBggdktwnWDAR2NIHVZsdzY7x8BNfV](https://us02web.zoom.us/join/https://us02web.zoom.us/meeting/tZ0qf-iggD0oHdYKvSoDE42C0EQ1nctoexQ9/ics?icsToken=98tyKuGhqTMrEtKTsh6FRpx5B4aggd_zwpiFBggdktwnWDAR2NIHVZsdzY7x8BNfV)

Join Zoom Meeting

<https://us02web.zoom.us/j/89781866272>

**NEXT WORK SESSION:** Tue, June 27<sup>th</sup>, 2023, at 9:00 AM – Port of Kingston 2<sup>nd</sup> Floor Conference Room

**NEXT REGULAR SESSION:** Wed, June 28<sup>th</sup>, 2023, at 6:30pm at the Village Green Community Center



**PORT OF KINGSTON  
Warrant List**

We, the undersigned Board of Commissioners of the Port of Kingston, Kitsap County Washington, do hereby certify the merchandise for services hereinafter specified have been received and the warrants listed below are approved for payment in the amount of **\$815.81** from the Port of Kingston, Marina Revenue Fund, the 3rd day of May 2023.

---

Mary McCLure, Commissioner

---

Laura Gronnvoll, Commissioner

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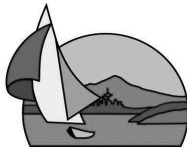
Steve Heacock, Commissioner

We, the undersigned, do hereby certify under penalty or perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claims is a just, due and unpaid obligation against the Port of Kingston and that I am authorized to authenticate and certify to said claim.

---

Audra Trainer, Finance Director

<b>Date</b>	<b>Warrant</b>	<b>Amount</b>	<b>Vendor</b>
5/3/2023	36601	\$815.81	HENERY HARDWARE
		<hr/> <b>\$815.81</b> <hr/>	



**PORT OF KINGSTON  
Warrant List**

We, the undersigned Board of Commissioners of the Port of Kingston, Kitsap County Washington, do hereby certify the merchandise for services hereinafter specified have been received and the warrants listed below are approved for payment in the amount of **\$81,460.79** from the Port of Kingston, Marina Revenue Fund, the 12th day of May 2023.

---

Mary McCLure, Commissioner

---

Laura Gronnvoll, Commissioner

---

Steve Heacock, Commissioner

We, the undersigned, do hereby certify under penalty or perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claims is a just, due and unpaid obligation against the Port of Kingston and that I am authorized to authenticate and certify to said claim.

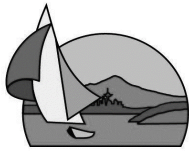
---

Audra Trainer, Finance Director

<b>Date</b>	<b>Warrant</b>	<b>Amount</b>	<b>Vendor</b>
5/12/2023	36445	\$50.00	Sourdough Willy's
5/12/2023	36446	\$38.81	John Hart
5/12/2023	36447	\$8,600.00	AES Consultants, Inc.
5/12/2023	36448	\$830.81	Amazon Capital Services
5/12/2023	36449	\$780.00	BREMERTON BACKFLOW SERVICES
5/12/2023	36450	\$220.42	BUILDERS FIRSTSOURCE
5/12/2023	36451	\$6,022.50	BUNDY LAW GROUP
5/12/2023	36452	\$416.00	CHMELIK SITKIN & DAVIS
5/12/2023	36453	\$327.60	CRAIN PEST CONTROL, LLC
5/12/2023	36454	\$93.12	GRAINGER
5/12/2023	36455	\$4,373.19	KITSAP BANK VISA
5/12/2023	36456	\$1,837.38	LAURA GRONNVOLL
5/12/2023	36457	\$80.34	MARVIN ROBLES
5/12/2023	36458	\$1,365.00	NL OLSON & ASSOCIATES INC
5/12/2023	36459	\$2,789.60	OLYMPIC ESD 114
5/12/2023	36460	\$213.06	PAPE MATERIAL HANDLING
5/12/2023	36461	\$136.41	PENINSULA PAINT
5/12/2023	36462	\$5,864.36	PUGET SOUND ENERGY
5/12/2023	36463	\$1,060.70	ULINE
5/12/2023	36464	\$45,987.40	WENZLAU ARCHITECTS, PS
5/12/2023	36465	\$191.15	WEST MARINE PRO
5/12/2023	36466	\$182.94	WESTBAY AUTO PARTS

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**\$81,460.79**



**PORT OF KINGSTON  
Warrant List**

We, the undersigned Board of Commissioners of the Port of Kingston, Kitsap County Washington, do hereby certify the merchandise for services hereinafter specified have been received and the warrants listed below are approved for payment in the amount of **\$99.74** from the Port of Kingston, Marina Revenue Fund, the 15th day of May 2023.

---

Mary McCLure, Commissioner

---

Laura Gronnvoll, Commissioner

---

Steve Heacock, Commissioner

We, the undersigned, do hereby certify under penalty or perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claims is a just, due and unpaid obligation against the Port of Kingston and that I am authorized to authenticate and certify to said claim.

---

Audra Trainer, Finance Director

<b>Date</b>	<b>Warrant</b>	<b>Amount</b>	<b>Vendor</b>
5/3/2023	36602	\$99.74	KRISTIN WILLIAMS
		<u>\$99.74</u>	



**PORT OF KINGSTON**  
**Warrant List**

We, the undersigned Board of Commissioners of the Port of Kingston, Kitsap County Washington, do hereby certify the merchandise for services hereinafter specified have been received and the warrants listed below are approved for payment in the amount of **\$61,355.59** from the Port of Kingston, Marina Revenue Fund, the 26th day of May 2023.

---

Mary McCLure, Commissioner

---

Laura Gronnvoll, Commissioner

---

Steve Heacock, Commissioner

We, the undersigned, do hereby certify under penalty or perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claims is a just, due and unpaid obligation against the Port of Kingston and that I am authorized to authenticate and certify to said claim.

---

Audra Trainer, Finance Director

<b>Date</b>	<b>Warrant</b>	<b>Amount</b>	<b>Vendor</b>
5/26/2023	36603	\$1,955.29	WA Construction Service Health Trust
5/26/2023	36604	\$2,601.61	Amazon Capital Services
5/26/2023	36605	\$555.36	COMCAST
5/26/2023	36606	\$163.80	CRAIN PEST CONTROL, LLC
5/26/2023	36607	\$385.00	CT PUBLISHING LLC
5/26/2023	36608	\$443.99	DOGPOOPBAGS.COM
5/26/2023	36609	\$67.89	KINGSTON MAIL AND PRINT
5/26/2023	36610	\$3,139.40	KITSAP COUNTY PUBLIC WORKS
5/26/2023	36611	\$21.96	KITSAP SUN
5/26/2023	36612	\$2,326.24	KPUD- KITSAP PUBLIC UTILITY
5/26/2023	36613	\$387.38	KRISTIN WILLIAMS
5/26/2023	36614	\$431.64	MARY MCCLURE
5/26/2023	36615	\$191.12	MCMASTER-CARR
5/26/2023	36616	\$560.00	NORTHWEST MARINE TRADE ASSOCIATION
5/26/2023	36617	\$2,789.60	OLYMPIC ESD 114
5/26/2023	36618	\$103.75	OLYMPIC SPRINGS, INC.
5/26/2023	36619	\$350.22	PACIFIC OFFICE AUTOMATION
5/26/2023	36620	\$4,699.23	PUGET SOUND ENERGY
5/26/2023	36621	\$149.70	REDDY ICE
5/26/2023	36622	\$24,038.30	REGENCE BLUESHIELD
5/26/2023	36623	\$545.00	RELIABLE STORAGE
5/26/2023	36624	\$224.90	S-NET COMMUNICATIONS INC
5/26/2023	36625	\$4,127.76	SLABJACK NW
5/26/2023	36626	\$1,003.98	STAR RENTALS INC.
5/26/2023	36627	\$550.00	USDA-APHIS WILDLIFE SERVICES
5/26/2023	36628	\$4,260.54	VENTEK INTERNATIONAL
5/26/2023	36629	\$778.57	VERIZON WIRELESS
5/26/2023	36630	\$2,992.50	WASHINGTON PROJECT CONSULTANTS, PLLC
5/26/2023	36631	\$1,510.86	WASTE MANAGEMENT

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**\$61,355.59**





**Voucher Certification and Approval**

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due, and unpaid obligation against the Port of Kingston and that I am authorized to authenticate and certify to said claim.

\_\_\_\_\_  
Audra Trainer, Finance Director/Port Auditor

\_\_\_\_\_  
Date

Date	Claimant	Amount	Purpose	Cash Transmittal
05/01/2023	Department of L&I	\$4,968.80	Labor and Industries	R00217155
05/02/2023	Washington State DOR	\$45,712.28	Leasehold Taxes	R00217181
05/02/2023	PCS Payment Systems	\$295.49	CC Fees - Fuel	R00217218
05/02/2023	Global Payment Systems	\$8,246.95	CC Fees - Office	R00217217
05/03/2023	Gravity	\$1,018.34	CC Fees - Parking	R00217234
05/04/2023	Umpqua Bank	\$49,179.06	Payroll 4/16 to 4/30	R00217262
05/08/2023	Washington State DRS	\$700.00	DCP	R00217367
05/08/2023	Washington State DRS	\$8,082.93	PERS Company	R00217366
05/18/2023	Umpqua Bank	\$39,971.98	Payroll 5/01 to 5/15	R00217662
05/24/2023	Washington State DOR	\$5,462.63	Excise Taxes	R00217848
05/25/2023	Washington State DRS	\$700.00	DCP	R00217900
		<u>\$164,338.46</u>		

\_\_\_\_\_  
Steve Heacock, Commissioner

\_\_\_\_\_  
Laura Gronnvoll, Commissioner

\_\_\_\_\_  
Mary McClure, Commissioner

I, the undersigned, do hereby certify under penalty or perjury that the expenses incurred as described herein and all claims are just, due, and paid obligations against the Port of Kingston and that I am authorized to authenticate and certify to said claims.

\_\_\_\_\_  
Audra Trainer, Finance Director/Port Auditor

Port of Kingston  
Kitsap County, WA

**RESOLUTION NO. 2023-06-28-01**

A Resolution of the Commission of the Port of Kingston

**A RESOLUTION DIRECTING THE EXECUTIVE DIRECTOR TO AMEND 2023 AGREEMENT WITH WENZLAU ARCHITECTS**

**WHEREAS**, the Port of Kingston will amend the contract with Wenzlau Architects for the general purposes of architectural design.

**THEREFORE BE IT RESOLVED**, the Commissioners for the Port of Kingston hereby direct the Executive Director to amend the contract for an additional \$15,000.00 architectural services with Wenzlau Architects P.S. for the second phase of planning and design for commercial development of Port property located at the southwest corner of Washington Boulevard and Main Street.

Passed by the Board of Commissioners for the Port of Kingston, Kitsap County, Washington at a regular meeting held this 28<sup>th</sup> day of June, 2023.

**PORT OF KINGSTON  
KITSAP COUNTY, WASHINGTON**

\_\_\_\_\_  
Mary McClure, Commissioner

Attest: \_\_\_\_\_  
Greg Englin, Executive Director

\_\_\_\_\_  
Laura Gronnvoll, Commissioner

\_\_\_\_\_  
Steve Heacock, Commissioner

Port of Kingston  
Kitsap County, WA

**RESOLUTION NO. 2023-06-28-02**

A Resolution of the Commission of the Port of Kingston

**A RESOLUTION TO APPROVE 2023 AGREEMENT WITH OESD**

**WHEREAS**, the Port of Kingston will approve the 2023-2024 contract with OESD for the general purposes IT Services.

**THEREFORE BE IT RESOLVED**, the Commissioners for the Port of Kingston hereby direct the Executive Director to approve the 2023-2024 contract for \$29,291.00 information services with OESD.

Passed by the Board of Commissioners for the Port of Kingston, Kitsap County, Washington at a regular meeting held this 28<sup>th</sup> day of June, 2023.

**PORT OF KINGSTON  
KITSAP COUNTY, WASHINGTON**

\_\_\_\_\_  
Mary McClure, Commissioner

Attest: \_\_\_\_\_  
Greg Englin, Executive Director

\_\_\_\_\_  
Laura Gronnvoll, Commissioner

\_\_\_\_\_  
Steve Heacock, Commissioner

# **NETWORK SERVICES AGREEMENT 2023-2024 CONTRACT YEAR TECHNOLOGY SUPPORT SERVICES**

**THIS AGREEMENT** is made and entered into by and between Olympic Educational Service District 114, hereinafter referred to as "OESD 114", and Port of Kingston, hereinafter referred to as "POK".

WHEREAS POK partners with local governmental entities, including schools for emergency operations coordination and planning, such as in the event of Tsunamis and/or a global pandemic;

WHEREAS Ports have a mission of economic development, job creation and public access;

WHEREAS the OESD has a state funded Career Connected Learning position to partner with School Districts in finding community agencies to partner in providing students and schools with Career Prep, Career Exploration and Career Launch opportunities;

WHEREAS the OESD has a state funded school safety center to provide supports and assist schools, districts, educators, community organizations, caregivers, and students to create safe, positive, and successful school environments and assist school districts in the development of high-quality emergency operations and safety plans;

WHEREAS Schools, Fire Districts, Ports, and Utility Districts all share a commonality of purpose and are interwoven with one another to serve the public;

WHEREAS, POK and OESD 114 under RCW 39.34.080 are empowered to enter into agreements for service programs and interlocal agreements;

IT IS HEREBY AGREED that OESD 114 shall receive funds from POK and shall expend such funds for the purpose of providing network support services through the Data and Technology Department in accordance with the terms and conditions set forth herein:

**1. TERM OF AGREEMENT:**

This agreement shall be effective from September 1, 2023 to August 31, 2024 and shall be automatically renewed from year to year thereafter with any subsequent and mutually agreed fee and/or service revisions unless either party gives written notice of its election to terminate the agreement at least one-hundred eighty (180) days prior to August 31, 2024, or at least one-hundred eighty (180) days prior to August 31 of any year thereafter, or unless the agreement is terminated in accordance with paragraph 6 herein.

**2. NETWORK SUPPORT SERVICES:**

During the term of this agreement, OESD 114 agrees, through the Data and Technology Department, to provide technology support services to POK as set forth in appendices hereof.

**3. COST TO PORT OF KINGSTON:**

The annual cost to POK for services provided are detailed in the table below. Services provided under Appendix A, Technology Support Services are based on the average number of days per week a technician will be available to POK for the period covered by this contract, for a total of no less than 46 days. Enhanced services provided under Appendix B are itemized in Appendix B. One tenth of the total will be invoiced over the first ten months of the agreement unless the contract total is less than one thousand dollars. If the contract total is less than one thousand dollars, the full amount will be invoiced at the start of the year.

<b>Appendix</b>	<b>Fee Basis</b>	<b>Factor</b>	<b>Total</b>
A. Technology Support Services	\$26,628.00	1 day per week	\$26,628.00
B. Enhanced Support Services	\$ 2,663.00	1 unit - See Appendix B	\$2,663.00
Contract Total			<b>\$29,291.00</b>

**4. PERFORMANCE AND BONDING:**

OESD 114 shall obtain fidelity bonding for employees providing network support services. OESD 114 shall not be liable for inadequate services or errors caused by inaccurate or inadequate input data, programs, software or hardware furnished by POK.

**5. DISPUTES:**

Any dispute, claim or grievance arising out of or relating to the interpretation or application of this agreement may be submitted to the POK Executive Director and the Superintendent of OESD 114 for resolution.

**6. TERMINATION FOR BREACH:**

If either party fails to comply with the terms and conditions of this agreement, the other party upon thirty (30) days prior written notice to the breaching party may terminate this agreement.

**7. INTERLOCAL AGREEMENT:**

This agreement shall be deemed to be in accordance with the provisions of RCW 39.34.

**8. ASSIGNMENT:**

This agreement may not be assigned by either party without written consent of the parties.

**9. WAIVER AND SEVERABILITY:**

If any term or condition of this agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions or applications of the agreement which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this agreement are declared severable.

The parties acknowledge that they have read and understand this agreement, including any supplements or attachments hereto, and do agree thereto in every particular. The parties further agree that this agreement, together with all appendices, constitutes the entire agreement between the parties and supersedes all communications, written or oral, heretofore related to the subject matter of this agreement. This agreement may be modified or amended with the mutual consent of the parties.

Port of Kingston

Olympic Educational Service District 114

By: \_\_\_\_\_  
Executive Director

By: \_\_\_\_\_  
Superintendent

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

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

## **Appendix A. Technology Support Services 2023-2024 Contract Year**

**The following technology support services are provided:**

1. Support of Port network, including
  - Electronic mail support, configuration of staff workstations for access to electronic mail.
  - Wide area network support, including
    - Problem identification and tracking to resolution.
    - Installation support, including network infrastructure project management and assistance.
    - Direct maintenance or coordination of third-party maintenance of Port-owned network equipment.
  - Local area network support, including
    - Problem identification and tracking until resolution, including any required third party coordination.
    - Installation support, including network infrastructure project management and design coordination for new installations, facility expansions, moves or redesigns.
    - Traffic monitoring, minor wiring repair and additions; wireless network configuration.
    - Coordination of third-party maintenance contracts for Port-owned network equipment.
  - Consultation, advice and assistance to Port on topics related to network operations.
  - Basic server support:
    - Installation, setup and support for Windows and Linux servers providing basic network functions such as web services, FTP, DHCP, DNS and directory services. Support for standard and virtual servers.
    - Where no Port technology staff person is designated to share administrative duties, full administrative access to the server is limited to OESD114 Network Services. Most server administration is performed when the technician is on-site, with some tasks being performed remotely via network access.
    - Performance of data backups on servers on days a technician is on-site. Port is responsible to provide server upgrades and blank media, if required.
2. Desktop support services, including
  - Installation of computer workstation hardware and peripherals.
  - Installation of operating systems and district-owned software onto computer workstations.
  - Configuration of supported personal computers and district-owned mobile devices to function in a network environment.
  - Troubleshooting computer workstation and peripheral equipment problems; documentation of and submission of information for items needing repair.
  - Identification of applications software problems and reporting to appropriate parties if beyond a simple fix;
  - Workstation hardware and software upgrades, as required.
3. Coordination and reporting:
  - Port will designate an individual to be the primary point of contact for communications.
  - Network Services program summary to be reviewed with Port twice annually.

**Software licenses and equipment acquisition, replacement and maintenance costs are not included.**

## **Appendix B. - Description of Enhanced Support Services 2023-2024 Contract Year**

**The following enhanced support services are to be provided to the Port of Kingston.**

### **1. Firewall support**

Support includes maintenance and administration of the port's Ubiquiti firewall/multifunction appliance. This includes, but is not limited to:

- Changes to firewall configuration.
- Periodic review of firewall functionality.
- Fault isolation to identify and correct problems.

**Software licenses and equipment acquisition, replacement and maintenance costs are not included.**

Port of Kingston  
Kitsap County, WA

**RESOLUTION NO. 2023-06-28-03**

A Resolution of the Commission of the Port of Kingston

**A RESOLUTION TO APPROVE MARINA SOFTWARE CONVERSION TO MARINAGO**

**WHEREAS**, the Port of Kingston will approve the purchase and implementation of the Scribble Marina Software (MarinaGo).

**THEREFORE BE IT RESOLVED**, The Port of Kingston staff recommends the Port Commissioners approve the one-time purchase and implementation cost not to exceed \$10,000.00. The annual cost for year one not to exceed \$15,000.00.

Passed by the Board of Commissioners for the Port of Kingston, Kitsap County, Washington at a regular meeting held this 28<sup>th</sup> day of June, 2023.

**PORT OF KINGSTON  
KITSAP COUNTY, WASHINGTON**

\_\_\_\_\_  
Mary McClure, Commissioner

Attest: \_\_\_\_\_  
Greg Englin, Executive Director

\_\_\_\_\_  
Laura Gronnvoll, Commissioner

\_\_\_\_\_  
Steve Heacock, Commissioner





# Confidential Purchase Contract

**Contract Date:** 6/15/2023

**Customer Name / Address** Port of Kingston  
 PO Box 559  
 Kingston, WA 98346

**Expiration Date:** 7/31/2023

**Contract Number** 11071

Description	Qty	Price	Total
NOTE: Port of Kingston intends to start their MARINAGO Office implementation and subscription on October 1, 2023.			
Annual - Software as a Service MARINAGO Office Enterprise - Cloud-Based Marina Management. \$90.00 month/user (6 user rate)  Includes: Property Space Management Point-of-Sale Autopay Instant Pay (Email Invoice) House Account Meter Reading Entry Digital Contracts Advanced Reporting Portal MarineSync Integration MGO Online Customer Reservations (via Customer Portal) Customer Portal  *Annual subscription required. *Standard Support is included. Premier and Enterprise support options are available for an additional annual fee.	1	6,480.00	6,480.00T
MARINAGO Office Fuel - Non Pay-at-Pump - \$200 per month with MARINAGO Office Enterprise Subscription.	1	2,400.00	2,400.00T
MARINAGO Office - Property - \$500/per property/per year. Limits of use - per Property Unlimited storage for current and historical occupancy. 5 GB customer/vessel attachment storage space *Fees will be applied for any month that goes over 5GB storage space.	1	500.00	500.00T
subtotal			9,380.00
NOTE: This quote includes a MARINAGO Office Fuel subscription for licenses purposes only. Your initial MARINAGO Office Fuel subscription will be billed at a pro-rated amount at time of scheduling your onsite install and training. Your recurring MARINAGO Office Fuel subscription will be billed at the full amount at time of renewal.			
NOTE: Port of Kingston will be using Sage Intacct.			
One-Time Onboarding and Setup Services			
<b>Total</b>			

**\* If this contract is not signed and returned before the Expiration Date on this contract, a new contract will be required. All prices and discounts are subject to change after the Expiration Date on this contract.**

Accepted by (Customer Sign's Here): \_\_\_\_\_

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

Administrative Services Manager

Title of Person Signing Contract: \_\_\_\_\_



# Confidential Purchase Contract

**Contract Date:** 6/15/2023

**Customer Name / Address** Port of Kingston  
 PO Box 559  
 Kingston, WA 98346

**Expiration Date:** 7/31/2023

**Contract Number** 11071

Description	Qty	Price	Total
MARINAGO Office Visual Map - Services to create a custom property map by Scribble Software. Number of spaces or slips: 310 wet slips	1	595.00	595.00T
MARINAGO Office - Onboarding Fee - Per Property	1	495.00	495.00T
Custom Configuration Services for MARINAGO Office - Technician to create dock, slips and rates MarinaOffice to MARINAGO Office Conversion	1	0.00	0.00T
Technician to convert current customers and vessels only (Must keep the same QuickBooks company file)			
MARINAGO Office Online Training - Per Hour *Recommended minimum of 5 training hours for MARINAGO Office Property Management, 1 hour for Point of Sale & 1 hour for Customer Portal & Online Reservations. All training hours purchased must be utilized within 30 days of installation, to facilitate resource availability and scheduling.  Please contact the Scheduling department to schedule your training.  IMPORTANT NOTICE: YOUR TRAINING MAY BE RESCHEDULED FOR A LATER DATE IF THE CORRECT CONTACT PERSON IS NOT AVAILABLE AT THE TIME OF SERVICE. PLEASE SEE SCHEDULING EMAIL FOR IMPORTANT DETAILS.	7	150.00	1,050.00T
subtotal			2,140.00
One-Time MARINAGO Office Fuel Services			
Fuel Direct Software License	1	1,295.00	1,295.00T
Hybrid Mechanical Controller for 4 hose- Customer's responsibility to hire a licensed qualified fuel electrician to wire the mechanicals prior to Scribble Software arriving at site. Customer to verify has a pulsar on the penny wheel a pump, your mechanic will know this information.	1	2,299.00	2,299.00T
Training and Setup - per day (All travel expenses to be paid by customer prior to booking car rental, hotel, & airfare) The customer must complete an onsite checklist.	2	995.00	1,990.00
subtotal			5,584.00
Hardware			
White Thermal Receipt Printer with CloudPRNT technology - mC-Print3 Thermal, 3", Ethernet (LAN), USB, Lightning, CloudPRNT. Includes updating BIOS & programming for CLOUD printing by Scribble Software. Programming has to be done locally at Scribble. Cannot be done remotely.	1	499.00	499.00T
subtotal			499.00
Shipping Charge to customer	1	85.00	85.00
The customer is responsible for all shipping charges incurred on returned/exchanged merchandise. Any and all return shipping fees involved in the warranty are customer's responsibility and cannot be reimbursed.			
<b>Total</b>			

**\* If this contract is not signed and returned before the Expiration Date on this contract, a new contract will be required. All prices and discounts are subject to change after the Expiration Date on this contract.**

Accepted by (Customer Sign's Here): \_\_\_\_\_

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

Administrative Services Manager

Title of Person Signing Contract: \_\_\_\_\_



# Confidential Purchase Contract

**Contract Date:** 6/15/2023

**Customer Name / Address** Port of Kingston  
 PO Box 559  
 Kingston, WA 98346

**Expiration Date:** 7/31/2023

**Contract Number** 11071

Description	Qty	Price	Total
Your Additional Success Maintenance Plan Options are: Premier Success Maintenance Plan: \$1,920/Annually Enterprise Success Maintenance Plan: \$5,640 /Annually			
Company Information: (*this is the Parent Company) Company Name: Port of Kingston Company Business Address: 25864 Washington Blvd NE Kingston, WA 98346 Company Phone Number: (360) 297-3545  Primary Admin for the Company:Kris Williams First and Last Name: Kris Williams Title: Administrative Services Manager Email Address: krisw@portofkingston.org Phone Number:(360) 297-3545			
<b>Total</b>			

**\* If this contract is not signed and returned before the Expiration Date on this contract, a new contract will be required. All prices and discounts are subject to change after the Expiration Date on this contract.**

Accepted by (Customer Sign's Here): \_\_\_\_\_

Date:

Administrative Services Manager

Title of Person Signing Contract: \_\_\_\_\_



# Confidential Purchase Contract

**Contract Date:** 6/15/2023

**Customer Name / Address** Port of Kingston  
 PO Box 559  
 Kingston, WA 98346

**Expiration Date:** 7/31/2023

**Contract Number** 11071

Description	Qty	Price	Total
Your current dispensers: Are your dispensers digital or mechanical? - Mechanical If mechanical, is there a pulsar on the penny wheel of the pump? Yes How many physical dispensers do you have? 2 How many hoses do you have? 4 What is the make and model of the fuel dispensers? Make - Gilbarco Inc Model - JHA200A Are all of the fuel dispensers the same make and model? Yes Are your dispensers currently operational? Yes  Console: Do you currently have and use a console to authorize fuel sales? No, we do not have a console *If you have a console, what is the name of it?  Wiring for your pumps: Do you have data wires run from each dispenser to the inside location where a fuel controller box is, or will be, located? No, We do not have data wires If not, when will this be done (date)? Unknown  IMPORTANT: Data wires are the communication means for consoles or computers to control the fuel dispensers and are installed by a qualified fuel technician or qualified electrician.  NOTE: The "data" wiring requirements may vary depending on dispenser brand.  Pay at the pump: Do you currently have pay at the pump and is it operational? No *If not, are you wanting pay at the pump? We are not that interested in this option as we will always have to be present on the fuel dock during sales transactions due to liability, so we will never have self-service. Do the dispensers have a credit card swipe built into the dispensers? No *If so, what is the manufacturer's name of the dispensers? N/A Does your built-in credit card reader use encrypted or EMV technology N/A Out-of-state sale, exempt from sales tax			
		0.00%	0.00
<b>Total</b>			\$17,688.00

**\* If this contract is not signed and returned before the Expiration Date on this contract, a new contract will be required. All prices and discounts are subject to change after the Expiration Date on this contract.**

Accepted by (Customer Sign's Here): \_\_\_\_\_ Date: \_\_\_\_\_

Title of Person Signing Contract: \_\_\_\_\_ Administrative Services Manager

# Purchase Contract Summary

**Scribble Software, Inc.**  
8052 Elm Drive, Unit K  
Mechanicsville, VA 23111  
804-427-8100

Thank you for choosing Scribble Software for your complete software and hardware solution.

**Please complete the following steps.**

- **Initial each page of the contract.**
- **Complete the credit card section of this contract.**
- **Sign, date the contract, and fill in title information.**
- **Upon receiving your order, you will receive notification that your order was received and processed.**

**Technical Support**

Users may submit requests for assistance over the Web or by phone. When submitting a case via the Web, users will be asked to provide their company name, contact information, and details of the request for assistance. Each case will be assigned a unique case number. Please visit Scribble Software's website at [www.scribblesoftware.com](http://www.scribblesoftware.com) for information about logging a case via the Web.

Support is to answer specific questions and offer general guidance. It is not intended to be a training class of any sort. Dedicated training and configuration sessions are offered as an additional service and may be purchased by contacting Scribble Software's Future Market Team members.

The customer must have appropriate Internet access on any computer which has Scribble Software products installed on them.

It is the customer's full responsibility to contact Scribble Software Technical Support Team and request any assistance needed. The customer is responsible for contacting Scribble Software at least 48 hours prior and scheduling a time for a Scribble Software Support Technician to be available for technical assistance when the customer has a special need or has scheduled an independent contractor to be onsite.

**Telephone Support Hours**

Telephone support is available on weekdays, during Scribble Software standard support business hours, excluding holidays. The main phone number for technical assistance is 804-427-8100. Please visit Scribble Software's website for additional contact information and current Support business hours for the various Support Plans, which may change at Scribble Software's discretion.

**Reproducing Errors**

Scribble Software Technical Support Team members must be able to reproduce errors in order to resolve them. Customer agrees to cooperate and work closely with Scribble Software Technical Support Team members to reproduce errors, including conducting diagnostic or troubleshooting activities as reasonably requested and appropriate. Users may also be asked to provide remote access to their computers and/or desktop system for troubleshooting purposes.

**Escalation / Severity Levels**

Reproducible errors that cannot promptly be resolved will be escalated to higher support tiers for further investigation and analysis. Issues will be generally categorized and handled according to an assigned severity level.

Please initial each page: \_\_\_\_\_

**Training Options**

Scribble Software offers *Online Training and Configuration Packages*, as well as, *Onsite Training at Customer's Site* as additional services.

Training is not free. Training is not included in the price of the software or any other item purchased. It is the customer's full responsibility to install and configure any software update unless the customer purchases a configuration and/or installation package.

When the customer purchases a training and/or installation package from Scribble Software, the Scribble Software Technician will only install purchased licenses for software developed by Scribble Software. The customer is responsible for installing all other software products (including, but not limited to, any Antivirus software).

**Onsite Installation and Training**

The number of days included in this contract for Onsite Installation is an estimate based on previous installations. Should any circumstances arise requiring additional days of Onsite Installation, the customer will be invoiced for each day plus all travel expenses. The customer agrees to pay these charges upon receipt of the invoice.

When on-site installation and training is provided, the customer is responsible for all travel related expenses. This includes, but is not exclusive to, airfare, car rental, gas, tolls, lodging, parking, etc. If an airline ticket is purchased, the customer will be invoiced and the customer's credit card will be charged for the airfare when the airline ticket is booked. There are no refunds for prepaid travel expenses for any reason.

A day is defined as "eight" hours, usually from 8am to 5 pm or 9am to 6pm. The hours the Scribble Software employee is on-site, breaks, lunch breaks, etc. are solely dictated by Scribble Software.

The customer is completely responsible for verifying receipt of, reviewing, completing, signing, and returning the "Onsite Installation Checklist" to a Future Markets team member at least 2 weeks prior to first day of installation.

Part of the onsite training involves training the customer to enter data into the system. It is the customer's full responsibility to complete the data entry. Data entry may not be complete at the end of the installation training period.

The customer and customer's employees are responsible for their own meals and any other costs during training.

The customer is solely responsible for scheduling the customer's employees and other personnel to be at the site and available during training hours. The customer's employees, contractors, and other related personnel are to be onsite, undistracted, and available for adequate training. When a customer's employee or representative has been distracted with phone calls, customers, or any other matter during training, the customer will be completely responsible for any training missed by the customer's employee or representative.

Any item ordered by the customer or provided by Scribble Software while Scribble Software is on-site will be billed to the customer. Payment for the items is due on receipt of the invoice.

Please initial each page: \_\_\_\_\_

**Scribble Software offers Three (3) Support Plans based on “Your” business needs:**

- 1. Standard Support Plan**
- 2. Premier Support Plan**
- 3. Enterprise Support Plan**

**“STANDARD” Support Plan:**

*\*Standard Support is included in the MARINAGO Office user pricing.*

**Benefits:**

·Phone and e-mail support – during Technical Support hours, generally Monday – Friday 9am to 6pm eastern standard time.

·Response Time – 2 business days. *See Standard Support Plan response time for details.*

·No support on weekends or holidays.

**Response Time:**

Scribble Software will use commercially reasonable efforts to promptly respond to each case within no later than two (2) business days and will use commercially reasonable efforts to promptly resolve each case.

**“PREMIER” Support Plan:**

**Benefits:**

·Premier Support hours via phone and e-mail – Monday –Friday 9am to 6pm eastern standard time

·Emergency On-call Weekend Support.

·Response Time – 1 business day.

·5% Discount on Hourly Online Training Fee \*\*

·5% Discount on hardware \*\*

**Response Time:**

Scribble Software will use commercially reasonable efforts to promptly respond to each case within no later than one (1) business day and will use commercially reasonable efforts to promptly resolve each case.

**“ENTERPRISE” Support PLAN:**

**Benefits:**

·Extended Support hours via phone and e-mail – Monday –Friday 9am to 6pm eastern standard time

·Emergency On-call Weekend Support.

·Response Time – 1 to 2 hours Monday – Friday 9am to 4pm eastern standard time\*

·Response Time – 1 business day outside of the hours listed above\*

·Dedicated Account Representative\*\*\*

·2 FREE Hours of Hourly Online Training per “annual contract term” \* \*.

·10% Discount on Hourly Online Training Fee \* \*

·15% Discount on hardware \* \*

\*\*\*Should your Dedicated Rep not be in the office, a Dedicated Tech will be assigned to your account, until the return of your Dedicated Account Rep. At which time, your Dedicated Account Rep will contact you to ensure resolution.

**Response Time:**

Scribble Software will use commercially reasonable efforts to promptly respond to each case within no later than 2 hours Monday – Friday 9am to 4pm eastern standard time and one business day outside of these times noted and will use commercially reasonable efforts to promptly resolve each case.

Please initial each page: \_\_\_\_\_

**Excluded Items**

The Support Plans do not include any of the following:

- Assistance in developing user-specific customizations.
- Assistance with non-Scribble Software products, services or technologies, including implementation, administration or use of third-party enabling technologies such as databases, computer networks, or communications systems;
- Assistance with installation or configuration of hardware, including computers, hard drives, networks, or printers

**Technical Support Resolution**

Actual resolution time will depend on the nature of the case and the resolution. A resolution may consist of a fix, workaround, or other solution in Scribble Software’s reasonable determination.

**Changes to Support Plans**

Scribble Software may change its Support Plans from time to time at its sole discretion.

The Monthly Support Rate covers Scribble Software proprietary products purchased as of the date of this contract.

Additional licensing purchases may change this monthly rate.

You may not downgrade your Support Plan within the annual contract. However, you do have the option to upgrade to another Support Plan within your annual contract. To upgrade your Support Plan, please contact a Future Markets Team member during regular business hours Monday – Friday 8:30 am to 5:30 pm eastern standard time.

**Software Updates**

Customers with an active Support Plan receive free software updates, with release of new versions, for the product licenses previously purchased. Configuration charges may be applicable.

**Online Manual and Documentation**

Product documentation is provided via a secure login online.

**Software As A Service and Intellectual Property**

Products offered by Scribble Software are the intellectual property of Scribble Software. MARINAGO Office is a subscription to the MARINAGO Office product. The customer is actually purchasing a subscription to use the software rather than purchasing the software itself. All Software terms and licensing are subject to the software licensing agreement supplied by the Scribble Software. This License Agreement shall be governed by the laws of the United States of America, state of Virginia and shall inure to the benefit of Scribble Software or its assigned. Separation of Components: When applicable, the product is licensed as a single product. Its COMPONENT parts may not be separated for use by more than one user (or for use on more than one computer for Server Software).

**Hardware and Third-Party Products**

Availability and price of hardware or any product is subject to change at any time and without notice.

Scribble Software offers all hardware components for a complete solution. We continually test the hardware we offer to assure that all components are compatible and function as needed. If a customer decides to acquire hardware equipment elsewhere, Scribble Software cannot guarantee the compatibility and will not support the hardware purchased.

Third party software or products may require the purchase of an additional support plan directly from the manufacturer or supplier by the customer.

Please initial each page: \_\_\_\_\_



**QuickBooks, Sage Intacct, and Accounting**

The customer will consult with the customer’s accountant for specific accounting, QuickBooks, and Sage Intacct policies and procedures for your company. This includes setting up QuickBooks or Sage Intacct accounts and items. QuickBooks is required for all of the following solutions: MarinaOffice suite of solutions, LaunchOffice, PureRetail, PureFuel - FI, PureRestaurant, PureRental, PureTime, PureService, MARIAH Online Services. QuickBooks or Sage Intacct is required for MARINAGO Office. If you are purchasing any software not listed above, please be advised you may be required to have QuickBooks or Sage Intacct.

**Credit Card Integration**

Integrated credit card processing currently requires the use of integrated PCI/EMV credit card processing software and a merchant service account through Global Payments or Payment Innovators. The use of any other credit card software or any other merchant service account would require external processing and manual entry of the credit card transactions into Scribble Software solutions.

**Billing**

The customer agrees to provide current, complete, and accurate account, company contact, billing, and shipping information. The customer agrees to promptly contact Scribble Software via phone and/or e-mail ([accounting@posscribble.com](mailto:accounting@posscribble.com)) to update your account and other information, including company name changes, contact name changes, address and phone number changes, e-mail address changes, and credit card numbers and expiration dates.

Customer agrees to remain a subscriber of the Support Plan Services and MARINAGO Office and any additional services on this contract for the minimum commitment period of one year from the date of signature. To prevent interruption in services, all Services shall automatically renew for additional periods equal to the subscription term of one year, at which time, the customer will be invoiced and payment processed based on credit card payment options selected on this contract. Payment is due upon renewal.

To prevent auto renewal of services, customers must submit written notice of cancellation to [sales@posscribble.com](mailto:sales@posscribble.com) at least 30 days prior to the contract auto-renewal date, otherwise services will automatically renew for additional periods equal to one year and the customer will be responsible for payment for the one year renewal at the applicable list price in effect at time of renewal. No refunds will be given for any cancellations during the subscription term, including Support Plan Services, whether the first year or any renewal year. Cancellation requests should include the service(s) being canceled, company name, full contact name with title, contact phone number, and billing address to facilitate requests.

Failure to pay balance for Support Plan Services, MARINAGO Office services, and other Services will result in suspension of all benefits of the services, late fees, penalty fees, reactivation fees, and possible termination of contract based on the billing policies set forth by Scribble Software.

All sales are final. Non-refundable. No returns or refunds accepted for any reason.

Please initial each page: \_\_\_\_\_

**To enroll in a Support Plan, please select your options:**

**Select a Support Plan: Standard, Premier, or Enterprise:**

**Required Credit Card Payment Upon Signing. Payment Details for all products and services:**

**Payment Method:** Select Payment Method (Visa, MasterCard, Discover, American Express)

**Credit Card #:** Exp:

**Name on Card:**

**Billing Address for Credit Card:**

**Accepted by (Customer Sign's Here):**

**Title of Person Signing Contract:** Administrative Services Manager

**Date Signed:**

Full payment is due upon signing. I agree to have the credit card listed above charged according to the terms outlined in this contact. I am an official representative for this company. I am authorized to sign this contract, request support, services, and products from Scribble Software, Inc. I am an authorized user of the credit card listed above. By signing above, I agree to all terms and conditions of this contract and the SCRIBBLE SOFTWARE END USER LICENSE AGREEMENT which is posted on Scribble Software's website. The SCRIBBLE SOFTWARE END USER LICENSE AGREEMENT is subject to change and may be changed by Scribble Software from time to time. All changes will become effective once posted on Scribble Software's website or when notified by Scribble Software via other means. Please review the SCRIBBLE SOFTWARE END USER LICENSE AGREEMENT periodically on the website for changes.

Please initial each page: \_\_\_\_\_

### Certificate Of Completion

Envelope Id: CD5C8603765C43FA9C49BFD3B8B37380	Status: Delivered
Subject: Kris - Please review and sign to complete your MARINAGO Office order. Thank you!	
Contract Results:	
Source Envelope:	
Document Pages: 10	Signatures: 0
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Kenny Mass
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	8052 Elm Dr., Unit K
	Mechanicsville, VA 23111
	kenny@posscribble.com
	IP Address: 13.110.14.8

### Record Tracking

Status: Original	Holder: Kenny Mass	Location: DocuSign
6/15/2023 7:41:07 AM	kenny@posscribble.com	

### Signer Events

Signature	Timestamp
Kris Williams	Sent: 6/15/2023 7:41:40 AM
krisw@portofkingston.org	Resent: 6/22/2023 4:21:55 PM
Administrative Services Manager	Viewed: 6/22/2023 4:22:43 PM
Security Level: Email, Account Authentication (None)	
<b>Electronic Record and Signature Disclosure:</b>	
Not Offered via DocuSign	

### In Person Signer Events

Signature	Timestamp
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### Editor Delivery Events

Status	Timestamp
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### Agent Delivery Events

Status	Timestamp
--------	-----------

### Intermediary Delivery Events

Status	Timestamp
--------	-----------

### Certified Delivery Events

Status	Timestamp
--------	-----------

### Carbon Copy Events

Status	Timestamp
--------	-----------

### Witness Events

Signature	Timestamp
-----------	-----------

### Notary Events

Signature	Timestamp
-----------	-----------

### Envelope Summary Events

Status	Timestamps
Envelope Sent	Hashed/Encrypted 6/15/2023 7:41:40 AM
Envelope Updated	Security Checked 6/22/2023 4:21:50 PM
Envelope Updated	Security Checked 6/22/2023 4:21:50 PM
Certified Delivered	Security Checked 6/22/2023 4:22:43 PM

### Payment Events

Status	Timestamps
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Port of Kingston  
Kitsap County, WA

**RESOLUTION NO. 2023-06-28-04**

A Resolution of the Commission of the Port of Kingston

**A RESOLUTION TO APPROVE ACCOUNTING SOFTWARE CONVERSION TO SAGE INTACCT**

**WHEREAS**, the Port of Kingston will approve the purchase and implementation of the SAGE INTACCT Accounting Software.

**THEREFORE BE IT RESOLVED**, The Port of Kingston staff recommends the Port Commissioners approve the one-time and implementation cost not to exceed \$20,000.00 and on-going annual cost not to exceed \$10,000 for the SAGE Intacct for a first-year total cost not to exceed \$30,000.00.

Passed by the Board of Commissioners for the Port of Kingston, Kitsap County, Washington at a regular meeting held this 28<sup>th</sup> day of June, 2023.

**PORT OF KINGSTON  
KITSAP COUNTY, WASHINGTON**

\_\_\_\_\_  
Mary McClure, Commissioner

Attest: \_\_\_\_\_  
Greg Englin, Executive Director

\_\_\_\_\_  
Laura Gronnvoll, Commissioner

\_\_\_\_\_  
Steve Heacock, Commissioner



Adam Kronemeyer  
 Sage Intacct, Inc.  
 300 Park Ave, Floor Suite 1400  
 San Jose, CA 95110  
 (408) 878-0900

**Date:** 28-Jun-2023  
**Offer Expires:** 29-Jun-2023  
**Quote #:** Q-440103

## Order Schedule

**Prepared For:**  
**Name:** Greg Englin  
**Company:** Port of Kingston  
**Address:** 25864 Washington Blvd NE,  
 Kingston, WA 98346  
**Phone:** (360) 297-3545  
**Email:** grege@portofkingston.org

**Bill To:**  
**Name:** Staci Hebert  
**Company:** Port of Kingston  
**Address:** 5864 Washington Blvd NE,  
 Kingston, WA 98346  
**Phone:** +1360-900-9865  
**Email:** stacih@portofkingston.org

**Subscription Term Length:** 12 (months)

**Subscription Period:** 17-Jul-2023 through 16-Jul-2024

**Subscription Invoicing:** Annual subscription fees begin on the start date of your paid subscription period, with such fees invoiced annually at the beginning of each paid subscription period.

**Subscription Payment Terms:** Net 30 from date of invoice.

## Products

### Sage Intacct Services

Product Name	Description	Quantity	Net Price Each	Total Price
Sage Intacct Essentials Edition	Sage Intacct Essentials Edition includes the following - General Ledger, Cash Management, Purchase Order, Accounts Payable, Order Entry, Accounts Receivable, basic Time and Expenses, Basic Project Tracking, Core Reporting and Dashboards, Electronic Payments, Multi-Entity Insight, Budget Repository and Reporting, Standard Platform Services, Standard Web Services, Two (2) Business Users, One (1) Additional Entity, and Sage Intacct Learning Membership.	1.00	9,000.00	9,000.00
<b>Sage Intacct Services Total:</b>				USD 9,000.00

**Grand Total:** USD 9,000.00

**TERMS:**

This Order Schedule is subject to the Terms of Service located at <https://www.sageintacct.com/customer-terms-us/tos>, as amended from time to time ("Terms"), which are incorporated herein by this reference with the same force and effect as if they were given in full text. Company represents that it has reviewed the Terms and expressly agrees to them as of the Effective Date and in their then-current form on the date of any renewal of the Agreement. Prices shown above do not include any taxes that may apply.



**Exhibit A**

**Additional Terms and Conditions**

The following terms are added to, and in the event of a conflict prevail over, the Terms:

- Intacct Financial management includes up to two hundred (200) bank account connections through bank feeds. Bank feeds provide electronic access to thousands of financial institutions for bank reconciliations and matching payments to invoices.





# PORT OF KINGSTON

## STATEMENT OF WORK

COPYRIGHT 2020 LESCAULT AND WALDERMAN. ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED, STORED IN, OR INTRODUCED INTO A RETRIEVAL SYSTEM OR TRANSMITTED IN ANY FORM OR BY ANY MEANS (ELECTRONIC, MECHANICAL, PHOTOCOPYING, RECORDING, OR OTHERWISE), OR FOR ANY PURPOSE, WITHOUT THE EXPRESS WRITTEN PERMISSION OF CAPITAL DESIGNS.



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**RE: REQUEST FOR PROPOSAL 6/22/23**

Thank you for the opportunity to present you with the following proposal. This proposal acts as a guideline for required tasks and expected number of hours to complete the proposed efforts. Our services can be adjusted and customized at any time to meet your needs.

Please let me know if there are any questions/concerns with the contents of this proposal.

Respectfully,

Joseph Frank

## INTACCT IMPLEMENTATION PLAN:

Intacct Implementation is a multistep process that involves LWI developing a customized software to meet your various accounting needs. Please review the attached appendixes for further details. Our goal is to have Intacct ready to replace your legacy accounting software.

### Intacct Setup includes:

- Design/mapping of new instance, 1 entity.
- Configure GL Module and Core structure, configure database for accrual basis reporting.
- Set up the following core modules: General Ledger, Cash Management, Accounts Payable, Accounts Receivable, Purchasing, Order Entry, Basic Time & Expense, Basic Project Tracking Dimension Standard Core Reports with QuickStart Categories, Standard Dashboard, Customization Services.
- Configure/auto-sequence/Import lists.
- 1 sample custom form (we show you how to create these).
- Add users: 2 business users; 2 employee user 10-packs.
- Set role-based permissions.
- Optional up to 10 hours of accounting and configuration support during the first 30 days following “go live” of your instance. This assumes you have done all the Sage University training modules and are familiar with the screens, look and feel of Intacct.

### Not Included:

- Forms customization including checks, invoices, statements, etc.
- Smart rules, smart events, and triggers.
- Custom report writing.
- Migration of Open AR to subledger if you have over 50 open items.
- Migration of Open AP to subledger if you have over 50 open items.
- Dashboard or Report Customization.
- Creation of budgets (we will show you how to manually enter and use the import template).
- Set up of allocations (we will create with you, 1 sample allocation).
- Cloud banking and bank feeds (we will show you how to set up 1 bank account).
- Banking Rules (we will add 1 matching rule).
- Custom Workflows – you will have standard workflows setup.
- Custom Transaction Definitions.
- Integration of any Third-Party Apps except as noted on the Statement of Work.
- Data entry or any actual accounting work not part of the Configuration.

**Project Plan/Timeline (Dates provided at kickoff meeting)**

- Project kickoff meeting with team is scheduled within 1 week of signed paperwork and receipt of deposit.
- Team meets weekly as project progresses with additional working sessions as needed while also populating LWI’s mapping document with required list (COA, Customers, Vendors, etc.) from legacy system. (1-6 weeks or as long as needed to finalize design)
- Once mapping document and design are complete, LWI’s Engineering Team configures your instance. (4 weeks)
- While Instance is being configured, client takes SageU training courses to prepare for working in Intacct.
- Soft “go live” of Intacct Instance for testing, optional training, and option data migration. (1 month)
- Official “go live” means you can now process and work in your Intacct Instance (after testing is complete).
- Optional 30 days of hands-on support includes up to 10 hours that includes LWI teaching your team how to process transactions, setting up bank fees, bank reconciliations, and basic workflows. This includes any troubleshooting or questions you have along the way, and you will have a single point of contact to work with through this support period. Please note that accounting support is handled by our Customer Success Team and Configuration Support is handled by our Engineering Team.
- Payment terms: 50% at signing of Engagement Letter, 30% at go live data, 20% at completion.
- This project will end no later than 60 days after the soft “go live” date.

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Client Signature/Approval

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Date

**Select All Options**

- System Configuration Only @ \$12,690
- Plus, Optional Data Migration @ \$3,000
- Plus, Optional Post Go Live Training @ \$2,000

## INTACCT IMPLEMENTATION

Description	Fixed Cost
Design and layout of Instance on LWI mapping document with client approval, 1 entity	\$2,400
Configure Company, Dimensions, Core Modules as noted above, 1 entity	\$7,800
Review/update all lists, add Intacct account info, and auto sequencing, import	\$1,500
Project Management	\$2,400
<b>Price for Configuration</b>	<b>\$14,100</b>
Discount – 10% Configuration Discount	(\$1,410)
<b>Net Price for Configuration</b>	<b>\$12,690</b>

## OPTIONAL DATA MIGRATION

Description	Fixed Cost
Import Historical Data-detail up to 100,000* line items @ \$3,000 per entity (x 1 entity) *Additional lines are \$350 for each additional 100,000 lines	\$3,000
<b>Price for Data Migration</b>	<b>\$3,000</b>

## GO LIVE TRAINING

Description	Fixed Cost
Up to 10 hours of support/training after instance is live – first 30 days	\$2,000
<b>Price for Post Go Live Training</b>	<b>\$2,000</b>

## HOURLY RATES FOR ADDITIONAL SERVICES

### (AFTER IMPLEMENTATION)

Description	Hourly Rate
Assistant Controller Services	\$130
Controller Services	\$180
Industry Specialist/CFO	\$200
Intacct Specialist	\$250

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## EXECUTIVE SUMMARY

### FIRM DESCRIPTION

Lescault and Walderman, Inc. is an outsourced accounting firm offering Controller and CFO Services to organizations primarily in the DMV area but also nationwide ([www.L-Wconsulting.com](http://www.L-Wconsulting.com)). We focus on utilizing technology to automate accounting and general business processes to increase efficiency, reduce costs and improve compliance.

Our mission is to provide professional solutions to our clients through innovative and practical means according to business and industry practices. We stand firm with people who reflect the values, ethics and dedication of our profession, ensuring the best service in every project regardless of a client's business practice and status.

Lescault and Walderman also maintains key strategic relationships with select third party vendors to deliver solutions to business operations issues.

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### PROVIDER QUALIFICATIONS

Per the provided RFP, Lescault and Walderman maintains the following qualifications:

- An office located in the Metropolitan Washington DC area (Bethesda, MD)
- Regular (8:30 am to 5:00 pm) and extended office hours (5:00 pm to 9:00 pm)
- Working relationships with MCSE/MCP certified technical professionals to maintain the required Microsoft network and ASP solution
- QuickBooks Certified ProAdvisor status
- Xero Partner Certified status
- Sage Intacct Accountant Partner
- No history of recent or long-term litigation

## APPENDIX A- CONFIGURATIONS

LWI will configure the following Intacct modules for Client use. Any count limits specified are outlined for the scope of this project. These limits do not reflect any limits in Intacct. Where applicable, Client can perform additional configurations as required beyond the limits indicated.

Subscription/Module to Configure	Configuration Services and Deliverables
Company	<ul style="list-style-type: none"> <li>• Enable ability to set and maintain security and global settings, create and maintain users, define permissions, and grant permissions to users.</li> <li>• Configure company to allow multiple entities with the same base currency.</li> <li>• Configure company for Accrual only accounting method.</li> <li>• Configure company for fiscal year-end with accounting periods equaling calendar months.</li> <li>• Configure one (1) Checklist with a set of Checklist Assignments, Categories, and Statuses per Client requirements (or a sample for demonstration purposes) for managing business processes and tasks within Intacct.</li> </ul>
General Ledger	<ul style="list-style-type: none"> <li>• Enable ability to create and maintain accounts, journals, journal entries, and closing books.</li> <li>• Configure the account length.</li> </ul>
Accounts Payable	<ul style="list-style-type: none"> <li>• Enable ability to create and maintain vendors, bills, and record bill payments.</li> <li>• Configure one (1) bill approval process.</li> <li>• Configure ability to record bill payments as "ACH" and export a batch ACH payments file for import by Client to a bank.</li> </ul>

## APPENDIX A- CONFIGURATIONS

Subscription/Module to Configure	Configuration Services and Deliverables
Accounts Receivable	<ul style="list-style-type: none"> <li>• Enable ability to create and maintain customers, invoices, and record invoice payments.</li> </ul>
Cash Management	<ul style="list-style-type: none"> <li>• Enable ability to create and maintain checking, savings, and/or credit card accounts.</li> <li>• Configure one (1) checking account for check printing from the system using either blank or Intacct-certified, pre-printed check stock (Client is responsible for providing check stock).</li> <li>• Enable ability to utilize Bank Feeds functionality (dependent on bank compatibility). Client is responsible for Bank Feeds enablement.</li> </ul>
Reports, Dashboards, and Printed Documents	<ul style="list-style-type: none"> <li>• Activate all predefined reports included with each configured module and deploy the QuickStart Financials reporting package (collection of preformatted financial reports) to the General Ledger module.</li> <li>• Enable ability to create and maintain tailored financial and data-mining type reports using the financial and custom report writers respectively.</li> <li>• Activate all predefined dashboards (single-screen view of multiple information components such as performance cards, reports, graphs, and data lists) and enable ability to create and maintain tailored dashboards.</li> <li>• Activate the predefined printed document templates (e.g., customer invoices and emails) included with the system and enable ability to create and maintain tailored templates.</li> </ul>
Collaborate	<ul style="list-style-type: none"> <li>• Activate Collaborate enabling ability to communicate real-time with other users directly in the system on transactions and other data elements.</li> </ul>

## APPENDIX B- OPTIONAL CONFIGURATIONS

The following services and/or deliverables are optional and not included in the scope or pricing of the project. Client can choose to move forward with these services and/or deliverables at any time prior to the completion of the Configure Phase of the project. The scope and pricing included below are based on product functionality available at the time of this SOW's creation and are subject to change. A Change Order is required following the Change Control process defined above to proceed with any deliverables listed below. Subscription to the modules and/or functionalities listed below is also required prior to proceeding.

Subscription/Module to Configure	Configuration Services and Deliverables
Purchasing	<ul style="list-style-type: none"> <li>• Enable ability to create and maintain items, price lists, and purchasing transactions.</li> <li>• Configure up to ten (10) transaction definitions which define transaction permissions, behaviors, and any accounting treatment with ability to convert transactions from one to another for establishing workflows.</li> <li>• Configure one (1) purchasing approval process to be applied to one (1) workflow transaction definition.</li> </ul>
Time and Expense	<ul style="list-style-type: none"> <li>• Enable ability to create and maintain timesheets, expense reports, and record expense payments.</li> <li>• Configure one (1) expense report approval process and one (1) timesheet approval process.</li> </ul>

## APPENDIX C- PROJECT DELIVERY METHODOLOGY

LWI's project delivery methodology is a delivery framework of phases, tasks, and milestones throughout the project. There are four key Phases:

### Define Phase

- Introductions & kickoff meeting.
- Define and finalize project plan.
- Define system foundations (for example dimension/data usage, initial business process



reviews).

- Client attends relevant Sage training courses.

#### Configure Phase

- Conduct any additional business process reviews.
- Walkthrough and configure the system for a business area or module (a Walkthrough consists of reviewing configuration settings, functionalities, and features to both educate Client on system capabilities and finalize the configuration).
- Review, populate, and upload relevant data templates.
- Test and signoff on configurations during which LWI provides as-requested assistance.
- Repeat above steps for additional business areas and/or modules needed for Go-live.

#### System Readiness Phase

- Clear any test data.
- Populate and upload any data templates for Go-live (for example final master data, account balances, or open bills/invoices).
- System is now live and ready for use.
- Migrate data as required by client (happens post-live).

#### Success Assurance Phase

- Complete any post-live deliverables.
- Review, populate, and upload any post-live data templates.
- Transition to Sage Customer Support and close the project.

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## APPENDIX D- TERMS & ASSUMPTIONS

### General

- The LWI consultants will work remotely to complete work for this engagement unless otherwise specified in this Statement of Work.
- Client will assign a dedicated project team for the duration of the project. The project team should include Subject Matter Experts (“SMEs”) including personnel experienced in Generally Accepted Accounting Principles, Client’s accounting practices, and knowledgeable on Client’s business processes. SMEs will contribute to the system design and system configuration validation. The project team should also include a single point of contact that will function as Client's Project Manager and be LWI’s primary

contact with Client. Client's Project Manager should have full authority to act on behalf of Client with respect to:

- Decision and signatory authority (or involve appropriate Client parties).
- Complete Client's activities as specified in this SOW including managing Client's deliverables for the project and reviewing, accepting, and approving project deliverables.
- Interfacing with LWI to ensure an efficient exchange of information and timely decisions.
- Provide remote access to all software and hardware systems for the project including remote access to Intacct Instance with appropriate privileges.
- Authorizing payments.
- All Client business users will complete the *Intacct Fundamentals* on-demand training course prior to the first configuration walkthrough in the Configure Phase of the project.
- The project timeline in this SOW does not include any services and/or deliverables not defined in the Scope of Project section including but not limited to Client-developed custom integrations.

### Change Control

Any changes to this Statement of Work must be mutually agreed upon in writing by both LWI and Client. No verbal agreement between persons involved in the Project will be binding on either LWI or Client. Mutually acceptable changes in the scope of work and adjustments in schedule and/or costs will be incorporated as a modification to this Statement of Work or may become the basis of a new, follow-on Statement of Work.

The approval and execution process for change requests is as follows:

- A requirement for change is identified and documented.
- The requested change is reviewed and agreed to by Client and LWI.
- An amendment to this SOW is composed and mutually agreed to by Client and LWI.
- The amendment is incorporated into the Statement of Work and implemented.

### Client Signoffs

The following are critical Client signoffs required prior to proceeding on the project.

- **Project Mapping Document** – Client signs off on the Mapping Document signifying agreement to the plan. Additional signoffs are required if there is a change to the tasks, assignments, and/or timings in the plan.
- **Configuration completion** – During the Configure phase, configurations are completed and released to Client to test and confirm the system is functioning as planned. Client provides signoff upon and completion.

## Terms

- Estimates provided herein are effective 2 weeks from the date of this SOW.
- Billing rates indicated in this SOW are applicable to this SOW only.
- Go-live is defined as the first day the services and deliverables in this SOW planned for delivery prior to Go-live have been delivered enabling use in Client's Production Sage Intacct company.
- The services delivered as part of this SOW will be considered complete upon the sooner of forty-five (45) calendar days after the planned Go-live date and/or once the estimated hours are used unless otherwise mutually agreed in writing by both parties. LWI will provide a project completion notice to Client upon completion of the services. Additional services are available upon request after this project is complete and require a separate SOW.
- Should the services as part of this SOW be delayed or put on hold by Client for six (6) consecutive months, then this SOW is immediately canceled, and a new SOW will be required to proceed with any services.
- All reasonable actual expenses are reimbursable. If applicable, travel time is billed at half the consultant's normal bill rate. Travel time and expenses (if any) are above and beyond any provided cost estimates and will be submitted for Client approval prior to purchase and/or billing.
- All activity and personnel will be scheduled when this Statement of Work is accepted. Some or all the services and deliverables defined in this SOW may be performed by LWI staff or a subcontractor or certified Intacct implementation partner. LWI remains responsible for all SOW deliverables and delivery quality.

**PORT OF KINGSTON  
BALANCE SHEET  
FOR THE PERIOD ENDING MAY 31, 2023**

	<b>ACTUAL MAY 2023*</b>	<b>ACTUAL MAY 2022*</b>	<b>CHG</b>
<b>ASSETS</b>			
<b>Current Assets</b>			
Cash and cash equivalents	2,559,434	2,449,070	110,364
Accounts receivable	167,308	5,877	161,432
Grants receivable	11,595	-	11,595
Current portion of lease receivable	161,054	-	161,054
Taxes receivable	6,013	6,542	(529)
Inventory	50,112	74,271	(24,159)
Prepaid expenses	70,135	30,638	39,497
<b>Total Current Assets</b>	<b>3,025,651</b>	<b>2,566,398</b>	<b>459,254</b>
<b>Noncurrent Assets</b>			
Lease receivable	2,125,033	-	2,125,033
Net pension asset	272,707	558,747	(286,040)
<b>Total Noncurrent Assets</b>	<b>2,397,740</b>	<b>558,747</b>	<b>1,838,993</b>
<b>Capital Assets</b>			
<b>Buildings and Structures</b>			
Gen and Admin	541,656	-	541,656
Marina Boat Launch	39,817	-	39,817
Real Estate	525,083	-	525,083
Parks	162,174	-	162,174
Terminal Facility	1,570,686	-	1,570,686
<b>Total Buildings and Structures</b>	<b>2,839,416</b>	<b>8,161,785</b>	<b>(5,322,369)</b>
Construction in Progress	165,943	56,817	109,125
<b>Land</b>			
Gen and Admin	373,874	-	373,874
Real Estate	563,914	-	563,914
Parks	432,276	-	432,276
Parking	500,992	-	500,992
<b>Total Land</b>	<b>1,871,056</b>	<b>1,948,064</b>	<b>(77,009)</b>
<b>Machinery and Equipment</b>			
Gen and Admin	122,621	-	122,621
Marina Perm Moorage	87,831	-	87,831
Marina Guest Moorage	29,858	-	29,858
Marina Fuel	45,584	-	45,584
Marina Boat Launch	15,320	-	15,320
Real Estate	9,122	-	9,122
Parks	41,849	-	41,849
Parking	31,443	-	31,443
<b>Total Machinery and Equipment</b>	<b>383,628</b>	<b>284,917</b>	<b>98,712</b>

\*unaudited

**PORT OF KINGSTON  
BALANCE SHEET  
FOR THE PERIOD ENDING MAY 31, 2023**

	<b>ACTUAL MAY 2023*</b>	<b>ACTUAL MAY 2022*</b>	<b>CHG</b>
Marina			-
Marina Perm Moorage	5,967,769	-	5,967,769
Marina Guest Moorage	692,974	-	692,974
Marina Fuel	412,409	-	412,409
Marina Boat Launch	95,719	-	95,719
Marina Fishing Pier	46,281	-	46,281
Total Marina	<u>7,215,151</u>	-	<u>7,215,151</u>
Other Improvements			-
Gen and Admin	32,237	-	32,237
Parks	1,251,807	-	1,251,807
Parking	2,823	-	2,823
Total Other Improvements	<u>1,286,867</u>	<u>3,367,174</u>	<u>(2,080,307)</u>
Total Capital Assets	13,762,061	13,818,757	(56,697)
Less: Accumulated Depreciation	<u>(6,619,931)</u>	<u>(6,272,358)</u>	<u>(347,574)</u>
Total Net Capital Assets	<u>7,142,130</u>	<u>7,546,400</u>	<u>(404,270)</u>
Total Assets Before Deferred Outflows	<u>12,565,521</u>	<u>10,671,544</u>	<u>1,893,977</u>
DEFERRED OUTFLOWS OF RESOURCES			
Deferred outflows - pensions	284,098	99,327	184,771
Deferred outflows - asset retirement obligation	100,705	123,810	(23,105)
Total Deferred Outflows	<u>384,803</u>	<u>223,137</u>	<u>161,666</u>
Total Assets	<u>12,950,324</u>	<u>10,894,681</u>	<u>2,055,643</u>
LIABILITIES			
Current Liabilities			
Accounts payable	114,828	74,973	39,855
Accrued taxes	36,937	33,172	3,765
Payroll liabilities	56,993	5,321	51,672
Tenant deposits	69,199	69,714	(515)
Current portion of compensated absences	3,501	-	3,501
Current portion of long-term unearned revenue	23,830	23,830	(0)
Current portion of long-term debt	62,000	62,000	-
Total Current Liabilities	<u>367,288</u>	<u>269,010</u>	<u>98,279</u>

**PORT OF KINGSTON  
BALANCE SHEET  
FOR THE PERIOD ENDING MAY 31, 2023**

	<b>ACTUAL MAY 2023*</b>	<b>ACTUAL MAY 2022*</b>	<b>CHG</b>
<b>Noncurrent Liabilities</b>			
Compensated absences	35,014	30,855	4,159
Long-term unearned revenue	1,173,725	1,197,168	(23,443)
Environmental remediation liability	117,000	114,000	3,000
Asset retirement obligation	179,655	168,883	10,772
Pension liability	157,387	49,763	107,624
General obligation bonds	637,000	698,000	(61,000)
<b>Total Noncurrent Liabilities</b>	<b>2,299,781</b>	<b>2,258,669</b>	<b>41,112</b>
<b>Total Liabilities Before Deferred Inflows</b>	<b>2,667,069</b>	<b>2,527,678</b>	<b>139,391</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Deferred inflows - pensions	298,694	580,634	(281,940)
Deferred inflows - lease	2,286,087	-	2,286,087
<b>Total Deferred Inflows</b>	<b>2,584,781</b>	<b>580,634</b>	<b>2,004,147</b>
<b>Total Liabilities</b>	<b>5,251,850</b>	<b>3,108,312</b>	<b>2,143,538</b>
<b>EQUITY</b>			
Restricted for net pension asset	268,215	121,534	146,681
Committed	1,551,694	1,313,467	238,227
Unrestricted	5,878,566	6,351,368	(472,803)
<b>Total Equity</b>	<b>7,698,475</b>	<b>7,786,369</b>	<b>(87,895)</b>
<b>Total Liabilities and Equity</b>	<b>12,950,324</b>	<b>10,894,681</b>	<b>2,055,643</b>

**PORT OF KINGSTON**  
**INCOME STATEMENT YEAR-TO-DATE**  
**FOR THE PERIOD ENDING MAY 31, 2023**

	<u>YTD ACTUAL</u> <u>MAY 2023*</u>	<u>YTD BUDGET</u> <u>MAY 2023</u>	<u>VAR</u>	<u>YTD ACTUAL</u> <u>MAY 2022*</u>	<u>CHG</u>
OPERATING REVENUE					
Fuel Sales	150,533	163,559	(13,026)	145,141	5,393
Moorage - Guest	58,737	77,606	(18,869)	61,503	(2,766)
Moorage - Permanent	524,203	520,275	3,927	487,857	36,346
Moorage - Seasonal	45,600	58,560	(12,960)	40,197	5,402
Other Operating Income	4,581	4,020	561	2,095	2,486
Other Operating Service	18,987	18,409	578	18,673	314
Parking	183,006	170,794	12,212	164,733	18,273
Rental Property	90,611	122,102	(31,491)	117,573	(26,962)
Retail Sales	2,289	250	2,039	303	1,986
Utilities Income	35,200	34,861	339	34,782	418
TOTAL OPERATING REVENUE	<u>1,113,747</u>	<u>1,170,437</u>	<u>(56,690)</u>	<u>1,072,857</u>	<u>40,890</u>
COST OF GOODS SOLD	<u>121,174</u>	<u>136,433</u>	<u>15,259</u>	<u>109,317</u>	<u>11,857</u>
GROSS PROFIT	992,573	1,034,004	(41,431)	963,540	29,034
OPERATING EXPENSE					
Bank Charges	353	433	80	1,122	(769)
Commissioner Expense	29,764	28,336	(1,429)	23,278	6,487
Compensation and Benefits	649,728	648,122	(1,606)	553,162	96,566
Computer and Telecom	17,669	18,455	787	19,697	(2,029)
Equipment and Maintenance	49,979	51,902	1,923	37,414	12,565
Insurance and Taxes	57,778	58,965	1,186	53,994	3,784
Other Operating Expense	2,611	2,647	36	2,541	70
Professional Services	89,178	79,809	(9,369)	58,984	30,194
Promotional and Dues	32,363	18,424	(13,939)	15,233	17,131
Supplies	19,870	16,758	(3,111)	12,235	7,635
Travel and Training	4,039	6,751	2,712	3,949	90
Utilities	67,226	74,089	6,863	69,137	(1,911)
TOTAL OPERATING EXP BEFORE DEPR	<u>1,020,558</u>	<u>1,004,691</u>	<u>(15,867)</u>	<u>850,745</u>	<u>169,814</u>
NET OPERATING INCOME BEFORE DEPR	(27,985)	29,313	(57,298)	112,795	(140,780)
Depreciation and Amortization	<u>218,254</u>	<u>196,688</u>	<u>(21,566)</u>	<u>206,916</u>	<u>11,339</u>
NET OPERATING INCOME	(246,239)	(167,375)	(78,864)	(94,120)	(152,119)

\*unaudited

**PORT OF KINGSTON  
INCOME STATEMENT YEAR-TO-DATE  
FOR THE PERIOD ENDING MAY 31, 2023**

	<b>YTD ACTUAL MAY 2023*</b>	<b>YTD BUDGET MAY 2023</b>	<b>VAR</b>	<b>YTD ACTUAL MAY 2022*</b>	<b>CHG</b>
OTHER INCOME					
Investment Income	16,884	2,122	14,761	2,122	14,761
Interest Income-Lease	31,491	-	31,491	-	31,491
Property Tax Receipts	124,977	126,679	(1,702)	122,246	2,731
Leasehold Excise Tax	1,260	1,390	(130)	1,390	(130)
TOTAL OTHER INCOME	<u>174,612</u>	<u>130,191</u>	<u>44,421</u>	<u>125,758</u>	<u>48,854</u>
OTHER EXPENSE					
Interest Exp GO Bond	9,521	9,521	-	10,179	(658)
TOTAL OTHER EXPENSE	<u>9,521</u>	<u>9,521</u>	<u>-</u>	<u>10,179</u>	<u>(658)</u>
NET OTHER INCOME/EXPENSE	<u>165,092</u>	<u>120,671</u>	<u>44,421</u>	<u>115,579</u>	<u>49,512</u>
NET INCOME BEFORE CAPITAL GRANTS	(81,147)	(46,705)	(34,443)	21,459	(102,606)
Capital Grants	-	-	-	-	-
NET INCOME	<u>(81,147)</u>	<u>(46,705)</u>	<u>(34,443)</u>	<u>21,459</u>	<u>(102,606)</u>



**PORT OF KINGSTON**  
**INCOME STATEMENT ACTUAL BY MONTH**  
**FOR THE PERIOD ENDING MAY 31, 2023**

	JAN	FEB	MAR	APR	MAY	TOTAL 2023*
<b>OPERATING REVENUE</b>						
Fuel Sales	13,218	10,649	22,657	26,643	77,365	150,533
Moorage - Guest	11,209	6,733	8,404	9,596	22,796	58,737
Moorage - Permanent	106,784	103,992	103,827	105,240	104,360	524,203
Moorage - Seasonal	11,971	11,416	10,415	8,378	3,420	45,600
Other Operating Income	1,186	1,117	319	562	1,397	4,581
Other Operating Service	5,314	3,328	2,872	3,719	3,753	18,987
Parking	34,413	33,779	34,822	36,030	43,962	183,006
Rental Property	18,051	18,087	18,122	18,158	18,193	90,611
Retail Sales	625	1,353	63	55	194	2,289
Utilities Income	7,808	7,766	7,547	6,009	6,069	35,200
<b>TOTAL OPERATING REVENUE</b>	<b>210,580</b>	<b>198,220</b>	<b>209,047</b>	<b>214,392</b>	<b>281,509</b>	<b>1,113,747</b>
<b>COST OF GOODS SOLD</b>	<b>13,493</b>	<b>10,714</b>	<b>17,305</b>	<b>19,879</b>	<b>59,781</b>	<b>121,174</b>
<b>GROSS PROFIT</b>	<b>197,086</b>	<b>187,505</b>	<b>191,742</b>	<b>194,512</b>	<b>221,728</b>	<b>992,573</b>
<b>OPERATING EXPENSE</b>						
Bank Charges	108	76	98	67	4	353
Commissioner Expense	4,518	4,006	5,068	6,829	9,342	29,764
Compensation and Benefits	136,330	126,154	129,776	128,789	128,679	649,728
Computer and Telecom	3,805	5,194	3,125	2,037	3,509	17,669
Equipment and Maintenance	8,435	6,599	11,096	9,288	14,561	49,979
Insurance and Taxes	11,109	11,694	11,582	11,649	11,744	57,778
Other Operating Expense	502	502	-	1,061	546	2,611
Professional Services	14,111	24,333	16,690	20,069	13,976	89,178
Promotional and Dues	5,592	20,458	(3,552)	2,056	7,810	32,363
Supplies	6,533	2,069	5,414	2,221	3,632	19,870
Travel and Training	-	199	1,897	143	1,800	4,039
Utilities	12,248	19,775	13,282	12,571	9,349	67,226
<b>TOTAL OPERATING EXP BEFORE DEPR</b>	<b>203,291</b>	<b>221,060</b>	<b>194,476</b>	<b>196,780</b>	<b>204,952</b>	<b>1,020,558</b>
<b>NET OPERATING INCOME BEFORE DEPR</b>	<b>(6,205)</b>	<b>(33,554)</b>	<b>(2,734)</b>	<b>(2,268)</b>	<b>16,776</b>	<b>(27,985)</b>
Depreciation and Amortization	43,835	43,835	43,835	43,482	43,269	218,254
<b>NET OPERATING INCOME</b>	<b>(50,039)</b>	<b>(77,389)</b>	<b>(46,569)</b>	<b>(45,750)</b>	<b>(26,492)</b>	<b>(246,239)</b>

\*unaudited

**PORT OF KINGSTON**  
**INCOME STATEMENT ACTUAL BY MONTH**  
**FOR THE PERIOD ENDING MAY 31, 2023**

	JAN	FEB	MAR	APR	MAY	TOTAL 2023*
OTHER INCOME						
Investment Income	2,585	2,543	2,797	3,153	5,805	16,884
Interest Income-Lease	6,369	6,334	6,298	6,263	6,227	31,491
Property Tax Receipts	811	6,724	10,565	86,468	20,410	124,977
Leasehold Excise Tax	-	573	-	-	687	1,260
TOTAL OTHER INCOME	9,765	16,174	19,661	95,884	33,129	174,612
OTHER EXPENSE						
Interest Exp GO Bond	1,904	1,904	1,904	1,904	1,904	9,521
TOTAL OTHER EXPENSE	1,904	1,904	1,904	1,904	1,904	9,521
NET OTHER INCOME/EXPENSE	7,861	14,269	17,757	93,980	31,225	165,092
NET INCOME BEFORE CAPITAL GRANTS	(42,178)	(63,120)	(28,813)	48,230	4,733	(81,147)
Capital Grants	-	-	-	-	-	-
NET INCOME	(42,178)	(63,120)	(28,813)	48,230	4,733	(81,147)