

Klickitat County Port District No. 1  
**RESOLUTION NO. 9-2010**

A Resolution of the Port of Klickitat Commission  
**Establishing a Disaster Recovery Siting Policy**

**WHEREAS**, the Port owns undeveloped property that is not currently in use; and

**WHEREAS**, the Port Commission, consistent with its mission to encourage local economic development, wishes to support local companies that may find it impossible to operate subsequent to a disaster; and

**WHEREAS**, the Port defines a disaster as any accident, act of God, or other unexpected and unplanned event that makes it dangerous, impossible, or illegal for a company to operate within its normal facility; and

**WHEREAS**, the Washington Constitution prohibits Ports from giving or loaning property in aid of any individual, association, company, or corporation;

**NOW, THEREFORE, BE IT RESOLVED** that the Port Commission hereby authorizes and permits the use of Port property for the temporary siting of disaster recovery facilities subject to the following conditions:


1. The location(s) permitted for the siting of disaster recovery facilities shall be at the sole discretion of the Port. The Port shall make no promise or guarantee with respect to the future use or availability of any specific property or area.
2. The siting of disaster recovery facilities on Port property shall occur under the terms and conditions of the Port's standard ground rental agreement (in effect at the time of siting) and be subject to a daily rental fee. Charges shall accrue for each day materials, vehicles, facilities, containers, equipment, or any other item owned by, used by, or placed on behalf of, the user shall be located on the property identified for disaster recovery use.
3. The payment schedule for daily rental fees shall be determined by the Port on a case-by-case basis, taking into account the legal requirements of the Port and the user's circumstances at the time of disaster recovery site use.
4. At the discretion of the Executive Director, the Port may accept reservations guaranteeing the availability of a certain quantity of space for disaster recovery facility siting. Such guarantee shall pertain only to a quantity of space and shall not apply to any specific location or serve to vest any other rights in any Port property.
5. Reservations accepted by the Port shall be subject to a one-time DRS Administrative Fee and an annual DRS Reservation Fee as defined in the Port's Schedule of Proprietary Charges.
6. Reservations shall be terminated immediately upon the written request of, or as a result of non-payment of any charge by, the user. The Port may terminate any reservation upon thirty (30) days written notice or, if a reservation is in use, upon ninety (90) days written notice.
7. The Port shall guarantee the availability of sufficient space on level and accessible property to meet the needs of all reservations it shall accept. If it is determined that the suitable space available is insufficient to meet the requirements of the reservations held, the Port shall terminate one or more reservations on a last-in, first-out basis until the total space required by the reservations held is not greater than the suitable space available.
8. The Port shall make no promise or guarantee with respect to the availability or accessibility of paved roads or utilities of any kind.

9. The Port shall make no promise or guarantee with respect to the availability of any space for which a reservation has not been accepted by the Port.
10. When processing DRS use requests, the Port shall accept requests for which a reservation has not been received and approved on a first-come, first-served basis, except that preference shall be given to Port tenants.
11. Occupancy of a disaster recovery site shall not be permitted to exceed ninety (90) days within any one-hundred eighty (180) day period.
12. Damage sustained to Port property as a result of preparing, decommissioning, or in any other way using a DRS shall be repaired by the Port at the site user's sole cost and expense.
13. DRS users shall meet all insurance requirements as established by the Port.
14. The Port shall not be liable for any loss or damage to person or property, and shall be indemnified and held harmless from all third party claims for bodily injury and property damage, arising from DRS use.

**ADOPTED IN OPEN SESSION** this 20th day of July, 2010.

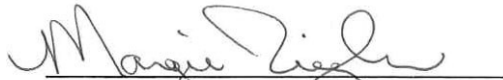
**PORT OF KLICKITAT COMMISSION**

  
S. Wayne Vinyard, President

  
William A. Schmitt, Vice-President

  
Jim Herman, Secretary

ATTEST:

  
Margie Ziegler, Port Auditor

PORT SEAL