

**Agreement
for
Collaborative Services
(City - Fort Worden Public Development Authority)**

This Agreement is made by and between the City of Port Townsend ("City") and the Fort Worden Public Development Authority ("FWPDA") this ___ day of _____, 2014 (last date written by person signing below).

Recitals:

- A. This Agreement sets forth the understanding of the parties with respect to undertaking collaborative efforts and providing mutual assistance for their mutual benefit.
- B. The parties respectively see the opportunity for cooperating and collaborating from time to time. In doing so, each party stands to gain more by working together and sharing resources than if each party acted alone, thereby realizing more efficient, effective and less costly services for the citizens served by each entity.
- C. This joint undertaking is in recognition of and based on the City's establishment of a Public Development Authority (PDA) and the City's subsequent direction and purposing of the PDA into the FWPDA to manage, promote, develop and enhance Fort Worden Conference Center as a valuable economic resource of the City, and, as of May 1, 2014, the FWPDA's assumption of management responsibilities at Fort Worden under a management agreement and lease with State Parks to (among other things) operate lodging, conference meeting rooms and event venues and provide other hospitality services at Fort Worden.
- D. The City has identified Fort Worden as one of three anchor areas for growth and development in its economic development strategy. Further, The City considers the Fort an integral part of the community and provides public relations, media and marketing support through the city's website (EnjoyPT.com), access to the city's marketing director, and financial support to the FWPDA's development of a strategic marketing plan.
- E. Fort Worden, over the last ten years, has generated between 25 and 33% of the lodging tax revenues collected in the city. The FWPDA 2012 Business Plan shows that conference attendance at Fort Worden has declined steadily for the last ten years. In 2011, conference attendance was 31% lower than in 2002. A significant part of this decline is that there has been virtually no marketing of the Fort's facilities and lodging.
- F. In 2013, the City retained HVS to research and assess the City's opportunity to increase conference business within the city. The report concluded that the Fort, through improved hospitality services provided by the FWPDA, has the potential to provide much needed accommodations and conference meeting spaces to meet the City's tourism needs in the near future.

Now Therefore, the parties agree:

1. Mutual Assistance.
By this Agreement, the parties establish a framework for furnishing assistance to each other for their respective and/or mutual benefit.
2. Participation.
Participation in this Agreement is purely voluntary and at the sole discretion of each of the parties. A party is under no obligation to furnish assistance or services to the other but may do so when determined of benefit to the party furnishing the assistance or in the interest of mutual benefit.
3. General Nature of Assistance.
Assistance would be in the nature of resources, such as equipment, supplies, personnel, or facilities.
4. Requests for Assistance. Request for assistance shall be made by and through the City Manager and the Executive Director of the FWPDA.
5. Examples of Assistance.
Marketing. The parties agree mutual assistance might be effective for joint marketing efforts to maximize tourism for the benefit of both parties.

For example, the city's marketing director might provide social media services for the FWPDA to assure that the City's and FWPDA's social media approach is coordinated and strengthens messaging that Fort Worden is within the city limits of Port Townsend, a popular tourist destination for regional, national and international travelers. Likewise, the FWPDA's marketing staff might work with City's marketing director to maximize tourism efforts for the FWPDA that will also benefit incidentally the City by bringing more visitors to the downtown for lodging, shopping and dining opportunities. By jointly engaging in these efforts, each party seeks to obtain more than if they had not collaborated and shared resources.

Purchasing. Similar to possible joint marketing efforts, the parties may work together and share resources on joint purchasing efforts. The parties understand that any cooperative purchasing must meet legal requirements applicable to each entity.

Technology. Similar to possible joint marketing efforts, the parties may work together and share resources with respect to technology, software, and IT services that provide opportunities for joint marketing and public relations for their mutual benefit.

6. Consideration. This agreement contemplates approximately equal and joint services provided by each party for their mutual benefit. This does not mean that every project or undertaking will involve equal or approximately equal services by each party. Nor does it mean that that in any one area (for example, marketing), services will be equally or approximately equally provided. If one party provides more services in one area on one project in one area (say, marketing for project "A"), is it contemplated the other party would provide more services in another project, or in another area, with the result that on balance and overall services contributes more or less equally to the joint undertaking. This agreement does not provide for

one party to provide services to the other party that are not related to the joint undertakings contemplated by this Agreement for their mutual benefit. For example, this Agreement does not provide for (say) the City IT Dept. to maintain and provide services to the FWPDA that are unrelated to joint marketing and tourism.

7. Resources. Each party retains full and exclusive control over the level of resources it determines appropriate to support the collaborative undertakings.
8. Review and Coordination. Periodically, as needed, the City Manager and the Executive Director of the FWPDA will meet to review and assess past and potential future collaborations contemplated by this Agreement. As appropriate and needed, the parties may choose to enter into specific agreements or amendments to this Agreement that spells out in detail their agreement on a specific undertaking.
9. Term and Termination. This agreement is effective on the date it is executed by both parties, and shall continue until either party terminates it. The party terminating this agreement shall give 10 days' written notice to the other of the party's intent to terminate.

[SIGNATURE BLOCKS]