

# Fort Worden Public Development Authority

## Office of the Executive Director

Fort Worden State Park  
200 Battery Way  
Port Townsend WA 98368

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23 January 2014

Michael Deighton  
1555 Highview Pines Pass  
Alpharetta, GA 30022

Subject: Offer Letter of Employment

Dear Michael:

On behalf of the Fort Worden Public Development Authority's (FWPDA) Board of Directors and Executive Director, we are excited to extend to you an offer of employment as the FWPDA's inaugural General Manager of Hospitality reporting to Dave Robison, FWPDA Executive Director. In this position, you will be responsible for professionally executing the duties and responsibilities outlined in the job description noted as Exhibit A. This employment offer is contingent upon Board approval.

Your annual salary will be \$85,000 USD (gross), paid bi-monthly, and subject to applicable state and federal withholding. You would begin regular full time (40 hours per week) employment on *Monday, 3 February 2014*. This is an exempt position; as such, you will not be eligible for overtime pay. Additionally, you will be eligible for two performance bonuses annually, up to \$10,000 each; you will be eligible for your first bonus payment as of 30 November 2014, and then on each May 1<sup>st</sup> and November 30<sup>th</sup> of each calendar year thereafter. Eligibility for bonus payout will be recommended by the Executive Director and approved by Executive Committee of the Board based on performance relative to the terms called out in Appendix B of this document. Bonus terms will be renegotiated annually and finalized on or around November 30<sup>th</sup> for the next calendar year. Appendix B for 2014 payout will be finalized and approved no later than 15 March 2014.

In addition, the PDA is pleased to offer you a relocation allowance of up to \$7,500. You must provide required estimates and actual receipts to receive your reimbursement. By signing this letter, you agree to reimburse FWPDA for the full amount of your relocation expenses that you receive if you voluntarily terminate your employment or if you are dismissed for misconduct within the first year of your employment. If you leave for the same reason(s) within the second year of employment, you agree to reimburse FWPDA for one-half of the relocation expenses that you receive.

FWPDA is an "at-will" employer, which means employment with FWPDA is voluntarily entered into, and the employee is free to resign at-will, with or without good cause, at any time, with or without advance notice. Similarly, FWPDA may terminate the employment relationship at will, with or without good cause, at any time, with or without advance notice, as long as there is no violation of applicable law. Nothing in this offer letter shall be construed to be an employment contract.

The FWPDA Board will approve our Employee Handbook and benefits package as we approach our May 1<sup>st</sup> Campus transition date. This position will fully participate in the FWPDA's benefit package offering (which is a work in progress and to be determined). To bridge between the February 3<sup>rd</sup> start date this Offer Letter is executed and May 1<sup>st</sup>, FWPDA agrees to reimburse you \$xxx monthly to cover the incremental premium associated with you remaining on your wife's health care plan offered through her employer.

Standard vacation and sick leave shall be allowed according to the personnel policies of the FWPDA Employee Handbook. Accumulated vacation leave may be taken with prior approval of the FWPDA Executive Director.

All other personnel rules and regulations not subject to or modified by this letter of appointment shall be applicable, unless otherwise agreed to in writing by FWPDA Executive Director.

If the terms and conditions described above are acceptable, please indicate by signing below, and returning this to me. (Fax or PDF is acceptable.) By signing, you agree that the terms in this Offer Letter of Employment state the entire agreement between the FWPDA and you relating to your hire with the FWPDA, and supersedes any or all prior or contemporaneous oral or written agreements, or any understandings, statements, representation or promises, and this Offer is intended fully to state the terms of employment.

Notwithstanding the formality of this offer letter, we are delighted to have you join FWPDA and extend a very warm welcome to you. We all look forward to working with you. Congratulations and welcome!

Sincerely,

David Robison  
Executive Director  
Fort Worden Public Development Authority

Accepted and dated: \_\_\_\_\_

\_\_\_\_\_ (signature)