



Board of Directors Meeting
AGENDA
Fort Worden Public Development Authority (FWPDA)
Wednesday, October 28, 2020 | 9 a.m.
Via Zoom (Remote Meeting Per Governor Inslee's Proclamation 20-28.8)

Public Meeting Access Information

To join the webinar by computer:

<https://zoom.us/j/99584273330?pwd=TWVYUWloLzgvVV15N001VWc0M3VxQT09>

By phone only dial:

1 + 253-215-8782

Meeting ID: 995 8427 3330

[No Participant ID]

Passcode if needed: 489417

**9 to request to speak during public comment*

Public Meeting Agenda

- I. Call to Order
- II. Roll Call/Introductions
- III. Changes to the Agenda
- IV. Public Comment
- V. Communications of Interest
 - A. PDA 2019 Annual Report
 - B. *PT Leader*, October 21, 2020: "Jefferson Community Conservation Corps Makes First Hire with Recovery Campaign Funds"
- VI. Consent Agenda
 - A. Review and Approval of August 24th and September 10th Board Meeting Minutes
Action: Motion to approve the August 24th, 2020 and September 10th, 2020 Board Meeting Minutes
- VII. Partner Operations Update: Renee Klein, Madrona MindBody
- VIII. PDA Recovery Plan Update and Presentation
 - A. Staff Report
 - B. Board Discussion
- IX. Financial Report
 - A. Staff Report
 - B. Board Discussion

- X. Round Robin Staff Status Report
 - Sales & Marketing
 - Food & Beverage
 - Guest Services/Operations
 - Capital Projects
 - Fort Worden Collaborative

- XI. Authorization to Negotiate with Kitsap Bank for Refinancing the Makers Square, Energy Efficiency, and Glamping Capital Projects
 - A. Staff Report
 - B. Board Discussion
 - Action:** Motion to authorize the Acting Associate Executive Director and Board Treasurer to negotiate with Kitsap Bank to finalize terms for refinancing the Makers Square, Energy Efficiency, and Glamping capital projects

- XII. Resolution 20-18 Regarding State Audit
 - A. Staff Report
 - B. Board Discussion
 - Action:** Motion to approve **Resolution 20-18** to authorize the Acting Associate Executive Director to enter into an engagement letter with the State Auditor's Office

- XIII. KPTZ Lease Terms
 - A. Staff Report
 - B. Board Discussion
 - Action:** Motion to approve the term sheet with KPTZ and to authorize the PDA Board Co-Chairs to negotiate a final lease agreement with KPTZ

- XIV. Employment Contract with Acting Associate Executive Director David Timmons
 - A. Board Report & Discussion
 - Action:** Motion to authorize the PDA Board Co-Chairs to negotiate the terms of an employment contract with David Timmons

- XV. Revised Board Member Position Description and New Position Description for PDA Board (Ex Officio) Liaisons
 - A. Board Report & Discussion
 - Action:** Motion to approve the revised PDA Board Member position description and the new position description for PDA Board (Ex Officio) Liaisons

- XVI. Resolution 20-19 Regarding the Appointment of a Claims Agent
 - A. Staff Report
 - B. Board Discussion
 - Action:** Motion to approve **Resolution 20-19** appointing the PDA Executive Director as the agent to receive claims for damages under chapter 4.96 RCW, and certain matters related thereto

- XVII. Public Comment

- XVIII. Meeting Status Update & Next Scheduled Meeting:
 - PDA Board Meeting, Monday, Nov. 25, 9 a.m.

- XIX. Adjourn

Fort Worden Lifelong Learning Center

2019 Annual Report



Festivalgoers enjoy one of the three music venues at the inaugural THING festival on August 24th and 25th, 2019.

2019: A Year of Transformation and Celebration

2019 was a transformative year for the Fort Worden Public Development Authority (FWPDA). We celebrated our 5th year of operation, broke ground on a major construction project for a creative arts center, and made a “thing” out of an inaugural music and arts festival.

Since our inception, our mission has been to be financially self-sustaining and to deliver exceptional guest experiences and promote lifelong learning opportunities. We do this via an innovative partnership with Washington State Parks to manage the 95-acre campus at the heart of Fort Worden State Park.

A historic gathering place, the Fort Worden campus includes 73 historic buildings that have been rehabilitated to serve as unique overnight accommodations, conference and meeting spaces, and event venues. The campus also is home to 14 organizations that embody the lifelong learning mission with a wide range of arts, cultural, recreational, and educational programming.

Innovative Partnership



This activity and the highlights from 2019 exemplify the FWPDA’s triple bottom line, in which we manage:

- **The operation of hospitality, food, and beverage services.**
This business line – 400 beds in 29 lodging buildings and three eateries – provides critical support for the operation of the campus, serving visitors and travelers, including those who attend programs offered by our partner tenants.
- **The stewardship of 73 historic buildings and the 95-acre campus.**
Each year we work to secure contributed revenue to help us tackle nearly \$100 million in deferred maintenance from when the campus was managed by Washington State Parks. Contributed income from State Parks, the State Legislature, and private donors help us fulfill our role as the steward of historic buildings that were once home to nearly 1,000 army soldiers who served at the Fort during the two World Wars.
- **A relationship with 14 partner tenants who provide lifelong learning opportunities.**
Our creative partners help provide this social benefit that is at the heart of the Fort Worden experience and our mission. As they engage participants from around the corner as well as the far corners of the world, they also enrich Port Townsend’s culture of arts and learning.

The following milestones from 2019 demonstrate the interplay of these elements in our successes as well as our challenges:

Makers Square

In July 2019 the FWPDA broke ground on the \$12 million Makers Square project to rehabilitate three historic buildings for a year-round community of makers, artists, and educators. Led by Clark Construction, construction work includes the restoration of the 1906 Quartermaster Building, which is listed on the National Register of Historic Places. When completed, Makers Square will be a destination for locals and visitors and add to the vibrancy of Fort Worden’s existing lifelong learning programming and the Port Townsend Creative Art District.

New and existing partnerships that will engage the public at Makers Square will not only be essential to the FWPDA’s success, but they also will enhance the economic and cultural vitality of the region. At the heart of the campus, Makers Square’s historic structures will offer more than 50,000 square feet of space for artists, nonprofit organizations, and creative businesses. Aspiring and master artists will find a year-round community with which they can create, collaborate, educate, and connect with new audiences.

In 2019, staff began developing the Request for Proposal process for Makers Square to guide its occupancy and operations. In the fall, options for arrangements with tenants were explored with the FWPDA board and campus partners. Draft options include juried nominations as well as free rent for a limited timeframe if supported by contributed revenue. We envision a mix of occupancy lengths across all three buildings, including short-term options that would help organizations seeking ways to take creative risks with their programming. This could include new, collaborative uses among existing partners.

December marked an important step in the process of making KPTZ the anchor tenant in the historic Quartermaster Building. We entered into a Memorandum of Agreement with the nonprofit community radio station, paving the way for a lease agreement that also recognizes the building improvements that KPTZ funded. The basement will provide an increase in space for KPTZ operations, housing modern recording and broadcast studios, administrative space, a music library and a musicians’ lounge. This exciting partnership also gives KPTZ greater proximity to a dynamic mix of campus programs and events that are ripe for broadcast.

Funding for Makers Square has been secured through state and federal grants and private donations. In late 2019, the FWPDA also initiated a \$1.5 million construction bond through Kitsap Bank to help with cash flow for the project as some grant funds aren’t disbursed until after project expenses are made. The bond also helps bridge the gap until nearly \$2 million in historic tax credits become available upon completion of construction.

At the end of 2019, the FWPDA was on track to complete the Makers Square buildings by October 2020. Subsequent phases, if funded, could provide site improvements, additional parking facilities, electrical charging stations, and a geothermal heat district.



THING

Thousands of people from near and far visited Fort Worden for THING on August 24th and 25th, 2019. Developed in partnership with the Seattle Theater Group (STG), the inaugural festival of music, comedy, film, dance, and visual arts drew 5,000 people to campus each day. Festivalgoers explored the Fort throughout the weekend, visiting three main stages and other locations for an eclectic mix of art and music and novelties such as a psychedelic luminary. Produced by STG and Adam Zacks, founder of Sasquatch Festival, THING featured performances in a wide range of musical genres, including shows by De La Soul, Jeff Tweedy, Iron & Wine, Japanese Breakfast, and Tank & the Bangas, as well as comedy, live podcasts, and storytelling. Many of our partners also shared their creativity with festivalgoers, hosting yoga classes, lantern making, art demonstrations, tours, and more.

The FWPDA worked closely with STG to manage the flow of visitors around Fort Worden and minimize noise. A few months before the event we formed a neighborhood advisory committee to help with this effort. Committee members have committed to a three-year role to help provide consistent feedback and engagement to address local concerns and needs. STG also hired locally-owned Thunderbull Productions to oversee parking and camping arrangements at the Fairgrounds. The collaboration was a success and helped ensure few unwelcome disruptions to the neighborhood and the community as a whole.

The family-friendly event engaged multiple generations and showcased a new way in which Fort Worden can provide access to arts and culture. STG anticipated losing money given the nature of a new and unparalleled venture, and from the experience they have developed plans for a more economically sustainable second act. For the FWPDA and its mission, we deemed THING a success based on the number of people who visited for the arts and culture experience, record food and beverage sales, and the volume of unsolicited positive feedback about the event. THING also increased exposure and sales for many area businesses, and we have noted the opportunity for even more local and campus partner tie-ins to the festival. Our staff and volunteers developed a successful sustainability plan to promote and manage recycling during the festival, and shuttle buses helped reduce traffic in the neighborhood. The main area highlighted for improvement is addressing how to reduce the event's overall carbon footprint from visitors coming from afar.



Glamping

In 2019 we broke ground on our effort to bring “glamorous camping” – glamping – to Fort Worden. This hospitality trend, which appeals to a wide range of leisure guests, is another way in which the FWPDA can become more financially sustainable and support campus operations.

Located at the edge of campus among trees and near trails that wind up to Artillery Hill, the 19 glamping tents will feature sustainable hard wood flooring, queen-sized beds, futons, and decks. All tents will have water and electric, and all but four will have their own bathrooms with showers.

Glamping construction began in July 2019 after delays due to winter weather and the need for additional environmental and cultural resource analysis. We contracted with Rainier Industries to provide 19 tents and with Nordland Construction to perform the site’s water, sewer, and electric infrastructure work.

After Nordland completed its work, we turned to the construction of the tent platforms and a community hall serving glamping guests. The request for proposals yielded bids that were substantially higher than anticipated, despite value engineering efforts. This became an opportunity in which we found a local general contractor who could work as a temporary employee and oversee a crew of existing staff to construct the tent platforms. By the end of 2019, platform work was in motion, and we increased our focus on marketing in anticipation of a spring 2020 opening.

Construction financing is being provided through a \$2 million revenue bond with Kitsap Bank. Glamping will not only provide a new way for people to experience Fort Worden; the units will augment our portfolio to provide more accommodation options for individuals, couples, and small families as well as contribute additional lodging and sales taxes to the city.

Website Improvements

We invested nearly \$25,000 in an extensive refresh of our website in 2019. The primary objective of the refresh, performed with development assistance from Flying Crow Creative, was to enhance a more robust marketing tool that serves our varied audiences. It also provided an opportunity to drive visitors to other areas of our website to increase awareness of the Fort’s overall offerings, including a focus on partner programs and events. The refresh also opened up a variety of ways to highlight local businesses and organizations. The more flexible content management system gives staff more control over content, which means less dependency on our web designer and more financial savings in the long run.

Reservation and Property Management Improvements

The integration of our new property management system, Maestro, was initiated in 2019 with a goal of implementation in early 2020. This transition allows for more efficiencies property wide and enables staff to optimize our guests’ experiences.

This also will increase productivity and collaboration with our on-site programming partners in all aspects of joint event planning and the scheduling of venues and accommodations. The software also increases our data capabilities to allow for a complete integration of reporting between all operations and finance departments in real time, which increases productivity by reducing manual tasks and streamlining workflow.



Branding

In 2019 the FWPDA worked with an internal Branding Committee to help strengthen our ability to attract people to the leisure and lifelong learning center experiences at Fort Worden. Composed of three board members and a stakeholder representative who all have marketing and communications backgrounds, the committee developed a brand promise statement:



***Surrounded by sea and mountains in historic Port Townsend,
Fort Worden is a national treasure that enriches lives by engaging people
in the arts, ideas, wellness, community, nature and play.***

The brand promise statement is intended to guide future plans to refine the PDA's marketing materials and website in order to capture what makes this place so special to the community and visitors alike.

Fort Worden Collaborative

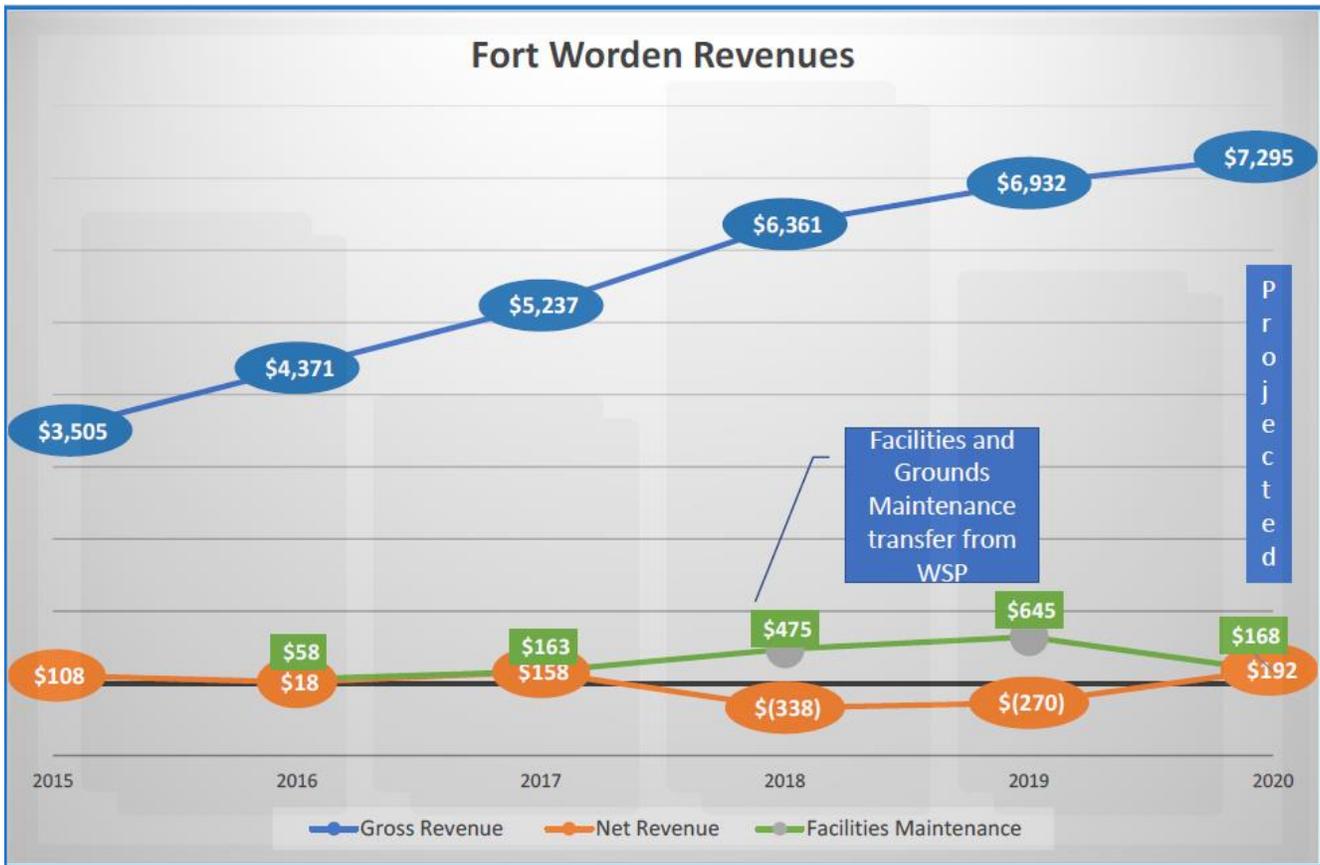
Building on the success of the branding process, in the fall of 2019 we planted the seeds for a further collaboration with partners to help achieve the Fort's potential. It began in early September, when FWPDA leadership gathered with partner leaders to share an overview of the successes and challenges of the last five years.

We emphasized that the future requires more collaboration with all of the FWPDA's stakeholders: the partners, PDA staff, the City, Washington State Parks, and the community. Inspired and committed program partners jumped on this challenge and took the lead in forming the Fort Worden Collaborative.

Financial Growth and Challenges Ahead

The figure on the next page illustrates the growth we experienced over the last five years.

Since May 2014, the FWPDA grew from 14 employees and an operating budget of a little over \$1 million to a planned 2020 operating budget of \$7.3 million with expected staffing of 175 employees during the peak summer season. The figure also highlights the significant increase in maintenance costs over the last two years since we assumed all maintenance and repair responsibilities from Washington State Parks for the campus area. In 2018 and 2019 we ended the year in the red, largely due to the maintenance responsibilities and unplanned emergency repair needs.

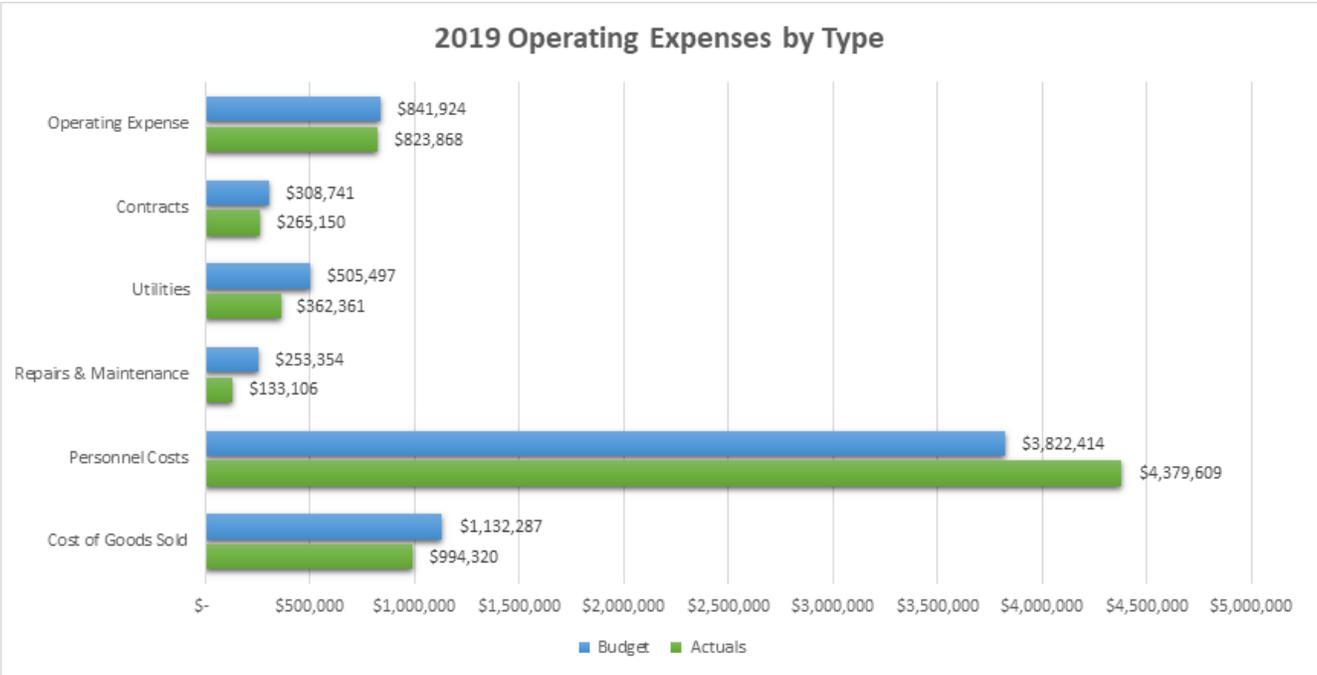
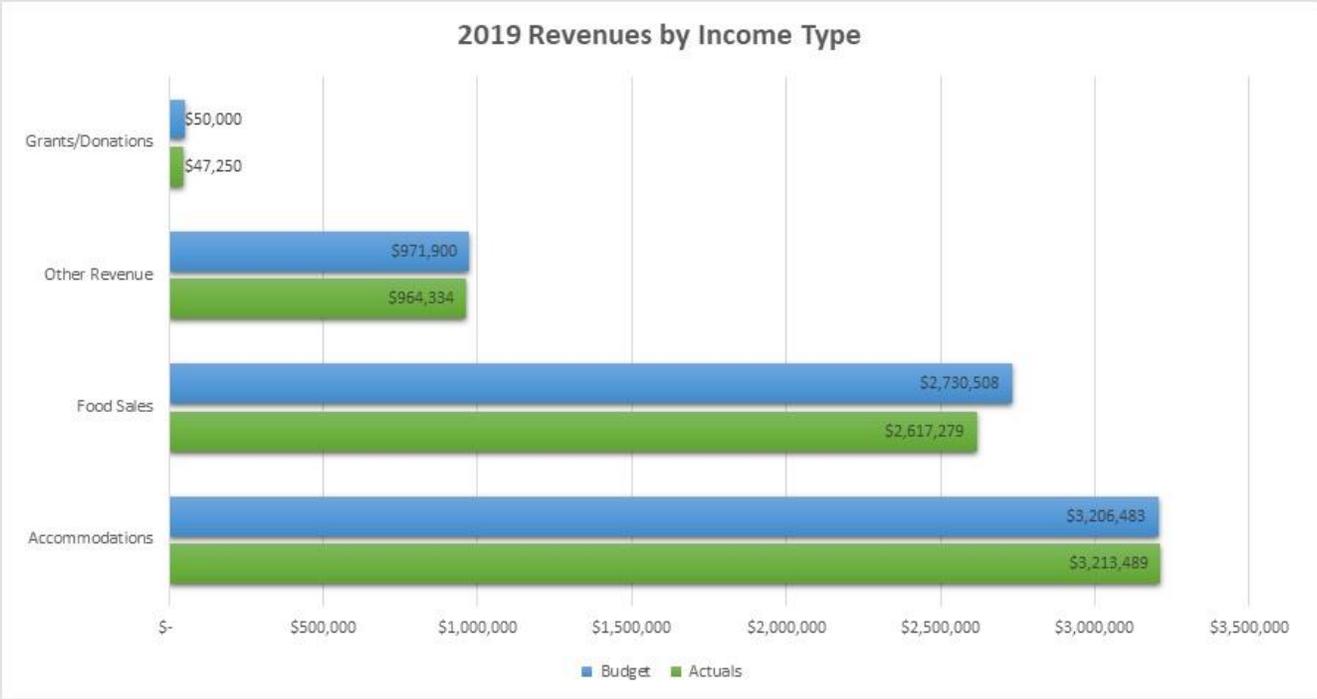


	2015	2016	2017	2018	2019	2020 Budget
Employees (FTE)	45	51	68	85	100	101
WA Min Wage	\$9.47	\$9.47	\$11.00	\$11.50	\$12.00	\$13.50
Capital Investment (K\$)	\$663	\$750	\$740	\$2,131	\$3,929	\$6,333

The maintenance and capital improvement needs for the 95-acre campus and its 73 historic buildings are a significant challenge to the FWPDA’s business model and its long-term sustainability. In addition, further challenges to our business model are the minimum wage increases over the past three years in combination with artificially low partner lease rates and subsidized accommodations, food services, and meeting spaces for tenant partner activities. How can we collectively work better together for a more successful future? How do we reach out to a wider audience and bring new groups and visitors to the Fort? How do we secure the scarce funds to tackle the ongoing maintenance and repair needs of the campus buildings and grounds?

As we ended 2019, the Collaborative was set to launch in January with a desire to collaboratively develop plans that realize Fort Worden’s full potential through an integrated vision that aligns with the goals and plans of State Parks, the City, and the FWPDA and its Partners; drives for mutual success; and is achievable and sustainable for the near and long term.

2019 Financial Activity





(/uploads/original/20201021-105629-Todd Blankenship_JCCC-2.jpg)

The Fort Worden Public Development Authority's new hire, Todd Blankenship, the first such hire in the wake of its economic recovery campaign.

PHOTO COURTESY OF THE JEFFERSON COMMUNITY CONSERVATION CORPS

Posted Wednesday, October 21, 2020 12:00 pm

Luciano Marano
marano@ptleader.com (mailto:lmарano@ptleader.com)

The Jefferson Community Conservation Corps recently announced the hiring of a grounds and maintenance worker at the Fort Worden campus, the first staff addition in the wake of its economic recovery campaign.

As previously reported in The Leader, the corps is modeled after the Civilian Conservation Corps, which was part of Franklin D. Roosevelt's New Deal, which provided manual labor jobs related to the conservation and development of natural resources on public lands during the Great Depression.

A group of Port Townsend volunteers formed the JCCC in June to support people who may have lost their jobs due to the pandemic and to help foster economic recovery locally. The Fort Worden campaign is the group's inaugural effort to raise money to hire local workers for projects that meet a community need and enhance public spaces.

The Fort Worden Public Development Authority's new hire, Todd Blankenship, says he is flattered to be funded through the JCCC campaign and is passionate about Fort Worden.

"I love everything about Fort Worden, and I'm excited to help with the campus grounds and maintenance," he said.

Blankenship said he feels an additional sense of duty knowing that the community has directly funded his job.

Matilda Henry, a lead advisor for the JCCC, said, “We warmly welcome Mr. Blankenship, who has joined the community effort to improve conditions for all of us, and JCCC is grateful to our donors for their trust and generosity.”

Blankenship’s family roots run deep in Port Townsend. According to Fort Worden spokeswoman Joan Rutkowski, Blankenship’s great-grandfather traveled the Oregon Trail and then settled in Port Townsend, where he worked at the paper mill. His grandfather also worked at the mill.

Blankenship, as the son of a master chief in the Navy, lived in many places growing up. It wasn’t until later in his adult life that he could settle in Port Townsend, which had always felt like his hometown and is where his parents retired. Like his father, he also has served in the Navy and was an officer.

Blankenship has experience that includes managing buildings and performing building maintenance, officials said, and he also worked as a temporary aide at Fort Worden State Park in 2014. He has volunteered for the Puget Sound Coast Artillery Museum and the Port Townsend Marine Science Center.

Blankenship was among 85 development authority employees who were laid off after the state park closed in response to the COVID-19 pandemic, and had only worked there for a few weeks.

“He now joins a small crew of PDA employees who are part of a limited restart of Fort Worden campus operations that resumed in early August in accordance with Washington state’s Safe Start Plan,” officials said. “He will help with a variety of campus grounds and maintenance needs at the National Landmark historic site.”

Comments

NO COMMENTS ON THIS STORY | ADD YOUR COMMENT

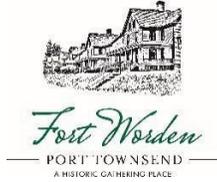
OTHER ITEMS THAT MAY INTEREST YOU

JeffCo health officer warns of third wave of COVID-19 (</stories/jeffco-health-officer-warns-of-third-wave-of-covid-19,71880>)

Newcomers connect at Chamber meet-up (</stories/newcomers-connect-at-chamber-meet-up,71879>)

Attorney earns honors for animal abuse case (</stories/attorney-earns-honors-for-animal-abuse-case,71878>)

More advisory members needed on senior issues (</stories/more-advisory-members-needed-on-senior-issues,71875>)



DRAFT MINUTES
Special Board of Directors Meeting
Fort Worden Public Development Authority (FWPDA)
Monday, August 24, 2020 | 10:00 a.m.
Via Zoom (Remote Meeting Per Governor Inslee’s Proclamation 20-28.8)

- ❖ **Action**: Motion to approve the August 10, 2020 Board Meeting Minutes as amended. **Unanimously approved**

- ❖ **Action**: Motion to approve **Resolution 20-15** amending Resolution 20-14, relating to emergency management during the COVID-19 crisis and authorizing certain oversight management responsibilities to Board Co-Chairs, and providing for an employment contract with David Timmons as Acting Associate Executive Director, and amending Resolution 20-06 to provide for and designate a Recovery Director in connection with emergency recovery operations during the COVID-19 crisis. **Unanimously Approved**

- ❖ **Action**: Motion to approve **Resolution 20-16** expressing profound appreciation to Tim Caldwell for his commitment and service to Fort Worden. **Unanimously Approved**

Regular Board Meeting:

I. Call to Order: 10:02 a.m.

The August 24th board meeting was a remote Internet- and phone-based meeting in accordance with the “Stay Home” emergency proclamation issued by Governor Jay Inslee on March 23, 2020 and subsequently extended. Access information to the meeting was published on the Fort Worden website, in a meeting notice to the media, and in emails to the stakeholder mailing list.

II. Attendance

Fort Worden PDA Board Members: Norm Tonina, Todd Hutton, Jeff Jackson, Jane Kilburn, Cindy Finnie, Gee Heckscher, Herb Cook, Lela Hilton, Terry Umbreit

Staff: Dave Robison, David Timmons, Sonya Baumstein, Cody Griffith, David Beckman, Aislinn Diamanti, Holly Height, Joan Rutkowski

Public & Staff Guests: David Goldman, Owen Rowe, Don Englebach, Heron Scott, Holly Rebert, Janine Boire, Lisa Werner, Jeanie Cardon, Barry Mitzman, Jon Schorr, Lane DeCamp, Jess Morris, Natalie Maitland

III. Changes to the Agenda

Board Co-Chair Todd Hutton said that he would be introducing a resolution of appreciation for retiring PDA staff member Tim Caldwell.

IV. Public Comment

No comments were shared during the public comment period.

V. Consent Agenda

Action: Motion to approve the August 10, 2020 Board Meeting Minutes as amended. **Unanimously approved**

VI. Resolution 20-16 Regarding Tim Caldwell

Hutton read Resolution 20-16, which expresses profound appreciation to Tim Caldwell for his commitment and service to Fort Worden. Caldwell is retiring from his PDA staff position. Hutton said that if needed, corrections of fact about Caldwell’s extensive work in Port Townsend could be made.

Action: Motion to approve Resolution 20-16 expressing profound appreciation to Tim Caldwell for his commitment and service to Fort Worden. **Unanimously Approved**

VII. Executive Session Announcement

Board Co-Chair Norm Tonina noted that the board will meet in executive session at the end of the meeting to discuss the performance of a public employee in accordance with 42.30.110(1)(g). Tonina said that no action is expected and the public meeting will be adjourned after the session.

VIII. 2020 Board Member Appointment Process

A. Staff Report

PDA Executive Director Dave Robison described the board member appointment process. The terms for the seats held by Jean Kilburn, Gee Heckscher, and Lela Hilton expire in October and the process to fill those seats is in motion. The board can have as few as seven or as many as eleven board members. Robison described the appointment process. He said that in the midst of COVID-19 there may be value in keeping board membership towards the minimum and not having all 11 seats filled. Robison said city leaders are considering amending the PDA charter to allow for a partner representative to serve on the board as a non-voting, liaison to the board, which is similar to an ex officio board member.

B. Discussion

Kilburn asked what the process might be for adding a liaison or ex officio member. She asked whether the representative would go through the same nomination process followed by other board members. Robison said that hasn’t been discussed yet with city officials.

IX. Resolution 20-15 to Amend Resolution 20-14

A. Board Report

Hutton said the resolution is a matter of housekeeping. The changes clarify and adjust the responsibilities assigned to Robison and Acting Associate Executive Director David Timmons in Resolution 20-14. Both shall report directly to the co-chairs and the executive committee. Hutton noted that the resolutions provide a transition during leadership succession given Robison’s desire to retire at some point in time. He thanked Robison for continuing in his role during the difficult year.

B. Discussion

Board member Herb Cook asked for confirmation that Timmons has all the necessary signatories that he needs. Hutton confirmed.

Action: Motion to approve **Resolution 20-15** amending Resolution 20-14, relating to emergency management during the COVID-19 crisis and authorizing certain oversight management responsibilities to Board Co-Chairs, and providing for an employment contract with David Timmons as Acting Associate Executive Director, and amending Resolution 20-06 to provide for and designate a Recovery Director in connection with emergency recovery operations during the COVID-19 crisis. **Unanimously Approved**

X. Public Comment

No comments were shared during the public comment period.

XI. Executive Session

The board entered into Executive Session at approximately 10:20 a.m. to discuss the performance of a public employee in accordance with 42.30.110(1)(g).

XII. Open Session Resumes

The open session resumed at approximately 11:34 a.m. Tonina reported that no board action was taken during Executive Session.

XIII. Adjourn

The meeting adjourned at 11:34 a.m.



DRAFT MEETING NOTES
Special Board of Directors Meeting
Fort Worden Public Development Authority (FWPDA)
Thursday, September 10, 2020 | 9 a.m.
Via Zoom (Remote Meeting Per Governor Inslee’s Proclamation 20-28.8)

Regular Board Meeting

I. Call to Order: 9:02 a.m.

The September 10th board meeting was a remote Internet- and phone-based meeting in accordance with the “Stay Home” emergency proclamation issued by Governor Jay Inslee on March 23, 2020 and subsequently extended. Access information to the meeting was published on the Fort Worden PDA website, in a meeting notice to the media, and in emails to the stakeholder mailing list.

II. Executive Session Announcement

Board co-chair Norm Tonina stated that the board will meet in executive session towards the end of the meeting to discuss potential litigation in accordance with 42.30.110(1)(i). Tonina said that no action will be taken.

III. Introductions and Attendance

Fort Worden PDA Board Members: Norm Tonina, Todd Hutton, Jeff Jackson, Jane Kilburn, Cindy Finnie, Gee Heckscher, Herb Cook, Lela Hilton, Terry Umbreit

Staff: Dave Robison, David Timmons, Sonya Baumstein, Cody Griffith, David Beckman, Aislinn Diamanti, Holly Height, Joan Rutkowski

Public & Staff Guests: David Goldman, Renee Klein, Claudia Zysk, Owen Rowe, Seth Rolland, Brian Hageman, Don Englebach, Holly Rebert, Janine Boire, Barry Mitzman, John Watts, Jon Schorr, Lane DeCamp, Natalie Maitland

IV. Grant Anticipation Note with Kitsap Bank

A. Staff Report

Acting Associate Executive Director David Timmons provided a brief update on the effort to secure a grant anticipation note through Kitsap Bank. He said he has been looking at cash flow requirements for operations and capital to get things closed out and looking at restructuring the PDA’s overall debt for capital projects. PDA staff are working to get Kitsap Bank all of the information that they are requesting and nothing is ready today for action, Timmons said. A resolution will be before the board if the effort is successful, he said.

B. Board Discussion

No discussion.

Board Secretary Jane Kilburn joined the meeting.

V. Round Robin Staff Status Report on Reopening

- Food and Beverage: Human Resources Director Holly Height, who is overseeing the Food & Beverage department, reported that Labor Day weekend sales were strong. She commended Food & Beverage staff for developing new menus and successfully running Taps, Reveille, and the Canteen. Height noted how dedicated staff are to the success of the reopening and the Fort. She noted that food truck operators are having some challenges with permits and the burn ban, but before those issues they were selling out quickly every day. Height said they will return when issues are worked out.
- Housekeeping: Interim Operations Director Aislinn Diamanti said Housekeeping staff have adapted well to the challenges of the pandemic and have embraced what it takes to bring cleaning to the next level. Diamanti said guests have shared positive feedback on the cleanliness of the rooms. She noted that the housekeeping manager provided her with a detailed written report about how well department staff are working together to successfully refine systems and keep guests and each other safe.
- Hospitality Sales and Marketing: Sales and Marketing Director Cody Griffith reported that most bookings continue to be for short-term stays. Cancellations continue but most people are relocating to new dates, and bookings are outpacing cancellations, she said. Griffith said she expects September to be a repeat of August and would love for that to be the case for every month going forward. Griffith noted the positive interactions between departments to support the opening.
- Finance Update: Finance Director Sonya Baumstein presented an update on financial activity relative to the adjusted budget. She said food sales have been above expectations, accommodations have been on target, and expenses have been lower than predicted. Treasurer Jeff Jackson and Baumstein talked about how inventory and cost of goods sold (COGS) show up in financials. Baumstein noted that Taps is using its inventory to the fullest, which is helping with cash flow. Board and staff discussed the strategy with food and beverage menus and inventory. Baumstein said the food outlets are together performing significantly above the budget predictions for the limited reopening.
- Capital Projects: Baumstein said the PDA has closed the gap with Clark Construction and is no longer in arrears. She is working on getting final grants in and shoring up money to make sure the project closes on November 15th. Timmons added that in November State Parks will begin work on the two Officers Row buildings, which will come offline for that work. Water and sewer project work also will be underway, he said.
- Budget: Timmons said that a 2021 budget will need to be adopted in December and the forecasting process is beginning now. He noted the unpredictability of the work given COVID. He said he will soon have another conversation with FEMA, which he said appears to be scaling back instead of ramping up its support. The PDA wasn't eligible for funding and he predicts that won't change. His current focus is on cash flow needs and getting capital projects closed out, as well as working with Kitsap Bank on refinancing to take some pressure off when debt servicing kicks in. Baumstein added that all partners are paid up on their rents to date. Hutton thanked partners for making their lease payments during this difficult time.
- Fort Worden Collaborative: Robison provided a brief update on the collaborative process and thanked partners for their commitment and time to the effort. He said the long-range group has been examining what the Fort could look like in the future, which currently involves a gap analysis of the vision set in 2008 and the present.

Tonina asked staff directors to extend the board's deep appreciation to PDA employees for their commitment to and engagement in the success of the reopening.

VI. Board Reports

- Makers Square Project Budget. Board member Gee Heckscher said he has been working with Baumstein on the final accounting of expenses and grant income. This will help identify what is still owed and where the PDA is cash-wise at the end of the project, he said. Heckscher said he also will help with an analysis of phase 2 for Makers Square to know what's needed to complete the project.
- Dave Robison's retirement. Tonina spoke about the recent announcement of Dave Robison's retirement from his position as executive director of the PDA (effective Nov. 15). The agenda packet contains Robison's retirement letter and a related press release. Tonina said the press release provides a great summary of Robison's career and impact on both Fort Worden and Port Townsend. He said the PDA has been built on the shoulders of Robison, who is owed a deep amount of gratitude for his work. This work includes building and leveraging a broad network of stakeholders, Tonina said. He noted that discussions about Robison's retirement had been going on for a while and search firms had been identified right before COVID hit. That will be the next step in the process, he said. Hutton also extended appreciation to Robison for his work and vision. Robison said it was an honor and privilege to be entrusted with the PDA, and he recalled the work it took to convince the legislature and State Parks to transfer over the campus of the national landmark to what was essentially a local startup. Robison said that despite the challenges of 2020, he is excited about the future of the Fort. He thanked the PDA board for the opportunity to serve. Tonina added that the PDA is lucky to have David Timmons in place to lead the PDA through the next few months, and an amended contract for Timmons will eventually be brought before the board.

Board member Herb Cook joined the meeting during the discussion about Robison's retirement.

VII. Public Comment

No comments were shared during the public comment period.

VIII. Executive Session

The board entered into Executive Session with the presence of legal counsel at approximately 9:45 a.m. to discuss potential litigation in accordance with 42.30.110(1)(i). Tonina said no action will be taken.

IX. Open Session Resumes

The open session resumed at approximately 10:06 a.m. Tonina reported that no board action was taken during Executive Session.

X. Adjourn

The meeting adjourned at 10:07 a.m.

September 2020 Marketing Report

Website Metrics:

Overall Site Visitors (Users): 9,159

Pageviews: 28,867

Pages Per Session: 2.47

Website Year Over Year Comparison:

Overall Site Visitors (Users) Down 6%

Pageviews Up 3.55%

Bounce Rate Improved By 4.36%

Website Demographic Information:

Age: Increase in 18-34-year-olds; steady for 35-54-year-olds and decrease in 55-65+ year-olds

Gender: Female to Male ratio remains consistent with Female at 57% to Male at 43%

Location: Seattle still top location followed by Port Townsend, Tacoma, Bremerton and Gig Harbor

Website Pages Visited:

Homepage, Book Your Stay, Eat-Drink are the top three most visited pages.

**Website Metrics Measured by Google Analytics (Demographic information gathered using Google account data, third-party cookies and app data.)*

Email Marketing:

F&B Focused September eNews

50.7% Open Rate (Above Comparative Average)

13.9% Click Rate Inside Email (Above Comparative Average)

**Email Marketing Managed through MailChimp*



See Accommodations by Number of Bedrooms 1 2 3 4 6+



Alexanders Castle

Cottage & Loft Collection



Officers Row

Officers Row



Wine Down Wednesday Returns to Taps
Join us each Wednesday at Taps at the Guardhouse as we feature \$5 glasses of wine and small plates from 2 PM - 8 PM.

Maestro Accommodations Metrics:

Booked Leisure Guests Visiting From:

- 79% From Washington
- 4% From Oregon
- 4% From California
- 3.5% From East Coast
- 9.5% From Idaho, Minnesota, Arizona, Canada

Repeat Leisure Visitors:

- Five (5) September visitors have booked return stay in 2020;
- One guest has three stays in 2020;
- Generating \$12,663.60 in 2020 Revenue

Source of Business:

- FW Website: 83%
- Phone: 13.38%
- 3rd Party Bookings: 2.11%

**Booking Metrics Measured by Maestro Reporting*

**All reported data reported from September 1-30, 2020.*

Facebook Top Posts:

Fort Worden
September 20 at 12:13 PM · Public

Benefit of remote working and learning, take fall break anytime! We have WiFi access in our vacation rentals, so no excuse not to take a little mid-week escape. We've got a last minute deal on September reservations (based on availability, booking policy applies.) BOOK NOW! -> <http://bit.ly/fw-lmd-wifi> #pnwlove #porttownsend #vacationrentalhome



2,350
People Reached

0% from boosted posts

2,350 Organic 0 Paid

431
Post Engagements

156 Reactions	13 Comments
90 On Post	3 On Post
66 On Shares	10 On Shares
16 Shares	246 Clicks
16 On Post	147 Photo Clicks
0 On Shares	10 Link Clicks
	0 Clicks to Play
	89 Other Clicks

1
Negative Feedback

1 Unique

TAPS
September 17 at 12:41 PM · Public

We missed you all last week, but we are back OPEN! We have indoor seating, food and drinks! #eatlocalpt



524
People Reached

0% from boosted posts

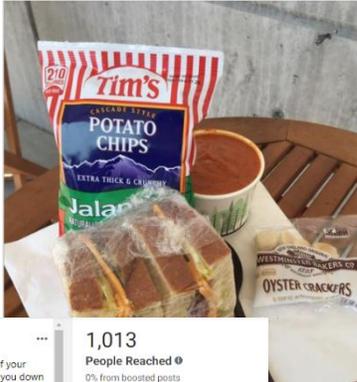
524 Organic 0 Paid

62
Post Engagements

24 Reactions	8 Comments
19 On Post	2 On Post
5 On Shares	6 On Shares
3 Shares	27 Clicks
3 On Post	5 Photo Clicks
0 On Shares	0 Link Clicks
	0 Clicks to Play
	22 Other Clicks

Reveille at the Commons
September 14 · Public

Good news, we are now open on Mondays!! Stop in for a grab and go sandwich and cup of soup for lunch today. Open until 2pm today. New hours Monday - Friday, 9 AM - 2 PM. #eatlocalpt



881
People Reached

0% from boosted posts

881 Organic 0 Paid

35
Post Engagements

12 Reactions	1 Comment
0 On Post	0 On Post
12 On Shares	1 On Shares
1 Share	21 Clicks
1 On Post	3 Photo Clicks
0 On Shares	0 Link Clicks
	0 Clicks to Play
	18 Other Clicks

1
Negative Feedback

1 Unique

Cablehouse Beach Canteen
September 18 at 10:32 AM · Public

It's #NationalCheeseburgerDay ... and we are open for all of your burger celebration needs! Hours today 11 am - 7 pm!! See you down at the beach. #eatlocalpt



1,013
People Reached

0% from boosted posts

1,013 Organic 0 Paid

53
Post Engagements

30 Reactions	1 Comment
1 On Post	0 On Post
29 On Shares	1 On Shares
2 Shares	20 Clicks
2 On Post	2 Photo Clicks
0 On Shares	0 Link Clicks
	0 Clicks to Play
	18 Other Clicks

0
Negative Feedback

0 Unique

Washington State Parks and Recreation Commission

2021-23 Capital Budget Request

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New Projects - Funded - Line Item Appropriated

Agency Priority	Project #	Project Title	Agency Original
1	40000195	Larrabee - Water System Replacement	430,000
2	40000034	Cape Disappointment - Welcome Center and Entrance Improvements	585,000
3	40000017	Blake Island - Marine Facilities Improvements	369,000
4	40000218	St. Edward - Maintenance Facility	2,199,000
5	40000178	Cape Disappointment - Replace Failing Culverts on Campground Access Road	423,000
6	40000066	Twenty-Five Mile Creek - Replace Moorage Floats	327,000
7	40000199	Maryhill - Parkwide Septic System Overhaul	1,504,000
8	40000162	Palouse to Cascades Trail - Crab Creek Trestle Replacement	2,175,000
9	30000959	Mount Spokane - Maintenance Facility Relocation from Harms Way	3,443,000
10	40000213	Sun Lakes Dry Falls - Lift Station Replacement	260,000
11	40000021	Lyons Ferry - Campground Reestablishment	3,099,000
12	30000100	Fort Flagler - WW1 Historic Facilities Preservation	2,639,000
13	30000983	Palouse Falls - Day Use Area Renovation	2,775,000
14	30000876	Birch Bay - Replace Failing Bridge	591,000
15	40000211	Centennial Trail - Paving Repair and Overlay	324,000
16	40000041	Deception Pass - Bowman Bay Pier Replacement	2,204,000
17	40000190	Ike Kinswa - Main Loop Utility improvements	1,329,000
18	40000070	South Whidbey - Campground to Day Use Conversion	472,000
19	40000206	Wallace Falls - Water System Replacement	500,000
20	40000224	Willapa Hills Trail - Trail Improvements	2,030,000
21	40000139	Statewide - Facilities and Infrastructures Backlog Reduction - 2021-23	6,000,000
22	40000105	Statewide - ADA Compliance 2021-23	4,000,000
23	40000101	Statewide - Code/Regulatory Compliance 2021-23	1,206,000
24	40000364	Minor Works Preservation 2021-23	16,211,000
	<i>30001003</i>	<i>Fort Casey - Metalwork Rehab.</i>	<i>343,000</i>
	<i>40000032</i>	<i>Pearrygin Lake - Pearrygin Creek Channel Stabilization</i>	<i>731,000</i>
	<i>40000057</i>	<i>Wenatchee Confluence - Sewer Lift Station Replacement</i>	<i>666,000</i>
	<i>40000082</i>	<i>Illahee - Welcome Station and Entrance Road</i>	<i>910,000</i>
	<i>40000095</i>	<i>Statewide - Depression-Era Interpretation - 2021-23</i>	<i>450,000</i>
	<i>40000097</i>	<i>Statewide - Forest Health Enhancement - Wildfire Risk Reduction - 2021-23</i>	<i>500,000</i>

Washington State Parks and Recreation Commission

2021-23 Capital Budget Request

September 23, 2020 - Final

New Projects - Funded - Line Item Appropriated - Continued

Agency Priority	Project #	Project Title	Agency Original
	40000111	Statewide - Water System Renovation 2021-23	750,000
	40000115	Statewide - Septic System Renovation - 2021-23	750,000
	40000119	Statewide - Electrical System Renovation - 2021-23	750,000
	40000130	Statewide - Depression Era Structures Restoration 2021-23	500,000
	40000145	Bridgeport - Replace Dump Station	707,000
	40000174	Brooks Memorial - ADA Access to Campground Bathroom	378,000
	40000179	Conconully - Relocate Fuel Station	139,000
	40000182	Deception Pass - East Cranberry Dock Replacement	729,000
	40000183	Fort Casey - ADA Improvements	877,000
	40000185	Fort Columbia - Replace Sewer Treatment Plant	980,000
	40000187	Fort Flagler - Campground Road Relocation	660,000
	40000189	Grayland Beach - Replace Comfort Station	751,000
	40000198	Lyons Ferry - Boat Launch CXT Septic Renovation	447,000
	40000205	Potholes - Replace Lift Station	837,000
	40000209	Statewide - Ice Age Floods Interpretive Exhibits	250,000
	40000215	Riverside - Beard House Utilities Replacement	364,000
	40000219	Fort Flagler - Comfort Station Replacements	837,000
	40000221	Sequim Bay - Park Entrance Improvements	533,000
	40000222	NW Region Wide - Trail Improvements	690,000
	40000363	Lake Easton - Bridge Renovation	682,000
25	30000647	Beacon Rock - Entrance Road Realignment	3,365,000
26	30000086	Twin Harbors - State Park Renovation	6,136,000
27	30000305	Sun Lakes Dry Falls - Campground Renovation	6,970,000
28	40000153	Nisqually - New Full Service Park	11,126,000
29	40000202	Nisqually - Day Use Improvements	383,000
30	40000223	Riverside - Fisk Day Use Development	609,000
31	40000365	Statewide - Minor Works Program 2021-23	2,136,000
	30001073	Wanapum - Picnic Shelter	292,000
	40000016	Statewide - Electric Vehicle Charging Stations	200,000
	40000203	NW Region HQ - Building Expansion and Remodel	886,000
	40000220	Schafer - Welcome Center	758,000
32	40000234	Columbia Hills - Crawford Ranch Complex Renovation	638,000
33	40000127	Statewide - Marine Facilities Rehabilitation	3,512,000

Washington State Parks and Recreation Commission

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September 23, 2020 - Final

New Projects - Funded - Line Item Appropriated - Continued

34	40000156	Sun Lakes Dry Falls - Visitors Center's Renovation	2,905,000
35	40000207	Wallace Falls - Parking Expansion	239,000
36	40000147	Pearrygin Lake - West Campground Development	743,000
37	40000177	Cape Disappointment - Beach Stabilization	262,000
38	40000216	Twenty-Five Mile Creek - Irrigation Main Replacement - Flume Investigation and design	195,000
39	40000193	Lake Sammamish - Park Wide Paving	2,242,000
40	40000038	Millersylvania - Welcome Center Relocation, Interpretation, Circ. Imps	363,000
41	40000235	Twanoh - Shoreline Restoration	307,000
42	40000181	Deception Pass - CCC IC Renovation	250,000
43	40000173	Bridle Trails - East Park Trailhead Development	198,000
44	40000197	Manchester - Shoreline Restoration & Road Relocation	511,000
45	40000194	Lake Wenatchee - Pedestrian Bridge	564,000
46	40000186	Fort Ebey - Replace Campground Restroom	986,000
47	40000176	Cama Beach - Marine System Improvements	400,000
48	40000044	Riverside - Nine Mile Administrative and Shop Facility	587,000
49	40000208	Camano Island - Entrance Area Improvements	261,000
50	30000097	Fort Flagler - Welcome Center Replacement	1,446,000
51	40000191	Lake Chelan - Day Use Irrigation Renovation	1,068,000
52	30001022	Fort Worden - Replace Failing Waterlines	558,000
53	30000521	Millersylvania - Replace Original 1940's Water System	475,000
54	40000055	Riverside - Bowl & Pitcher Redevelopment	624,000
55	40000212	Columbia Hills - Reuter House Renovation	391,000
56	30000287	Fort Worden - Housing Areas Exterior Improvements	2,049,000
57	40000201	Mount Spokane - Administration Area Well Development	169,000
58	40000184	Fort Casey - Boat Launch Restroom Renovation	300,000
59	40000058	Palouse to Cascades - West Side Trail Improvements	428,000
60	40000200	Moran - Mount Constitution Parking and Site Improvements	210,000
61	30000106	Hoko River - Cowan Historic Structures Restoration	532,000
62	40000050	Anderson Lake - Anderson Lake Trail Development and Trailhead	354,000
63	30000969	Cape Disappointment - Replace Non-Compliant Comfort Stations	1,595,000
64	40000188	Fort Flagler - Historic Theater Restoration	196,000
65	40000171	Beacon Rock - Replace Water System	371,000

Washington State Parks and Recreation Commission

2021-23 Capital Budget Request

September 23, 2020 - Final

New Projects - Funded - Line Item Appropriated - Continued

66	30000974	Lake Chelan - Replace Non-Compliant Comfort Station & Drain field	298,000
67	40000214	Sacajawea - Dredge Boat Basin	483,000
68	40000172	Beacon Rock - Woodward Creek Restoration	226,000
69	40000210	Lake Wenatchee - South Campground Development	578,000
70	40000170	Beacon Rock - Hamilton Mountain Trail Improvements	203,000
71	40000192	Lake Easton - Cabins	229,000
72	30000757	Sacajawea - Replace River Floats	841,000
73	40000135	Palouse to Cascades Trail - Repair Tunnels, Trestles, and Culverts	469,000
Subtotal - New Projects (State Construction Account)			115,076,000

Reappropriated Projects

Agency Priority	Project #	Project Title	Agency Original
	30000155	Fort Simcoe - Historic Officers Quarters Renovation	267,000
	30000305	Sun Lakes Dry Falls - Campground Renovation	259,000
	30000416	Lake Chelan - Moorage Dock Pile Replacement	7,000
	30000519	Willapa Hills Trail - Develop Safe Multi-Use Trail Crossing at SR 6	4,915,000
	30000532	Schafer - Relocate Campground	4,014,000
	30000729	Steamboat Rock - Build Dunes Campground	50,000
	30000820	Kopachuck - Day Use Development	4,972,000
	30000872	Lake Sammamish - Dock Grant Match	909,000
	30000950	Fort Worden - Pier and Marine Learning Center Improve or Replace	28,000
	30000951	Fields Spring - Replace Failed Sewage System and Non-ADA Compliant Comfort Station	974,000
	30000959	Mount Spokane - Maintenance Facility Relocation from Harms Way	1,840,000
	30000978	Minor Works – Facilities and Infrastructure	10,000
	<i>30000867</i>	<i>Statewide - Provide Event Infrastructure</i>	<i>10,000</i>
	30000983	Palouse Falls - Day Use Area Renovation	220,000
	30000984	Lake Sammamish - Sunset Beach Picnic Area	1,891,000
	30001019	Statewide - New Park (Miller Pen)	210,000

Washington State Parks and Recreation Commission

2021-23 Capital Budget Request

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Reappropriated Projects - Continued

	40000010	Statewide - Fish Barrier Removal (Lawsuit Related)	1,362,000
	40000151	Minor Works - Preservation	525,000
	40000158	<i>Lewis and Clark Trail - Lewis and Clark Trail Comfort Station Renovate-Improve Drainage</i>	349,000
	30000679	<i>Sequest - Mount St. Helens Visitor Center Interpretive Displays</i>	78,000
	40000129	<i>Statewide - Depression Era Structures Restoration 2019-21</i>	73,000
	40000031	<i>Statewide - Depression-Era Interpretation - 2019-21</i>	25,000
	40000153	Nisqually - New Full Service Park	2,650,000
	40000162	Palouse to Cascades Trail - Crab Creek Trestle Replacement	49,000
	92000014	State Parks Capital Preservation Pool	4,302,000
	30000155	<i>Fort Simcoe - Historic Officers Quarters Renovation</i>	696,000
	30000305	<i>Sun Lakes Dry Falls - Campground Renovation</i>	58,000
	30000820	<i>Kopachuck - Day Use Development</i>	1,579,000
	30000983	<i>Palouse Falls - Day Use Area Renovation</i>	175,000
	30001076	<i>Steptoe Butte - Road Improvements Phase 2</i>	120,000
	40000013	<i>Statewide - Code/Regulatory Compliance 2019-21</i>	206,000
	40000015	<i>Statewide - ADA Compliance 2019-21 - Included in A09 reappropriation request</i>	206,000
	40000021	<i>Lyons Ferry - Campground Reestablishment</i>	200,000
	40000041	<i>Deception Pass - Bowman Bay Pier Replacement</i>	212,000
	40000127	<i>Statewide - Marine Facilities Rehabilitation</i>	156,000
	40000136	<i>Cape Disappointment - NHL Area Buildings and Grounds - Included in A09 reappropriation request</i>	225,000
	40000156	<i>Sun Lakes Dry Falls - Visitors Center's Renovation</i>	469,000
		Total - Reappropriated Projects (State Construction Account)	29,454,000
		Subtotal - New Projects (State Construction Account)	115,076,000
		Total - Reappropriated Projects (State Construction Account)	29,454,000
		Total - All Projects (State Construction Account)	144,530,000

Washington State Parks and Recreation Commission

2021-23 Capital Budget Request

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New Grants and Spending Authority

Agency Priority	Project #	Project Title	Agency Original
31	30000856	Statewide - Clean Vessel Boating Pump-Out Grants	2,600,000
32	30000857	Statewide - Local Grant Authority	2,000,000
33	30000858	Statewide - Federal Grant Authority	750,000
		Subtotal	5,350,000
34	30000976	Statewide - Parkland Acquisition	2,000,000
		Total - New Grants and Spending Authority	7,350,000

Total All New Appropriations	122,426,000
Total All Reappropriations	29,454,000

Total - All New Appropriations and Reappropriations	151,880,000
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RESOLUTION NO. 20-18

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FORT WORDEN
LIFELONG LEARNING CENTER PUBLIC DEVELOPMENT AUTHORITY (FWPDA)
AUTHORIZING THE ACTING ASSOCIATE EXECUTIVE DIRECTOR TO ENTER
INTO AN ENGAGEMENT LETTER WITH THE WASHINGTON STATE AUDITOR'S
OFFICE**

RECITALS

- A. Pursuant to Section 4 of the amended Charter, the FWPDA “shall file and annual finance report to the State Auditor and shall obtain and provide the City Manager and the City Council, at the FWPDA’s sole expense, an Audit and Financial Report prepared by the State Auditor on a schedule determined by the State Auditor.” (Amended Charter, Article XIV, Reports and Information; Audits, Section 4.)
- B. The State Auditor’s Office is preparing an engagement letter regarding the commencement of a Financial Statement Audit and Accountability Audit for fiscal years ending December 31, 2018 and 2019 as required under the FWPDA’s amended charter.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Fort Worden Lifelong Learning Center Public Development Authority that the Board authorizes the Acting Associate Executive Director to enter into an engagement letter with the Washington State Auditor’s Office.

ADOPTED by the Board of Directors of the Fort Worden Lifelong Learning Center Public Development Authority at a properly noticed regular meeting of the Board at which a quorum was present, held on the 28th day of October, 2020.

By: _____
Norm Tonina, Co-Chair

By: _____
Todd Hutton, Co-Chair

ATTEST:

By: _____
Jane Kilburn, Secretary

KPTZ
Lease Term Sheet
Basement of Building 305
For
FWPDA Board Consideration (10.28.20)

Parties: Fort Worden Lifelong Learning Center Public Development Authority (“FWPDA” or “Tenant”) and Radio Port Townsend also known as “KPTZ” (“KPTZ” or “Subtenant”)

Premises: Basement of Building 305 in “as is” condition

Square Footage: 2,323 sq. ft.

Term: 19 years. At the expiration of the Term, the parties agree to negotiate in good faith for mutually agreeable terms for one 10-year extension.

Commencement: January 1, 2021 (unless agreed otherwise, for example, on certificate of occupancy). FWPDA assumes no liability if premises are not ready for occupancy by January 1, 2021 (for example, if there is no C/O).

KPTZ Capital Improvement Offsets: Capital improvements to Leased Premises in amount and application to rent payment is set forth in the attached “Rent Spreadsheet” marked Attachment A.

For a description of KPTZ Capital Improvements, see Attachment B hereto attached and herein incorporated. All KPTZ Improvements, including any change orders shall require the prior approval of the FWPDA Director of Capital Projects.

KPTZ shall be responsible for costs of all permits, inspections, certificates, and maintenance related to Tenant Capital Improvements. Tenant shall coordinate and submit all Capital Improvements to the FWPDA Director of Capital Projects for approval.

Other Offsets: The attached “Rent Spreadsheet” marked Attachment A shows the only offsets KPTZ would receive. Any FWPDA offer of credits in other leases (for example, public benefit) do not apply to this Lease given the consideration provided KPTZ in the terms in this Lease.

Alterations: Any alterations during the term of the lease must be submitted to the FWPDA Director of Capital Projects for approval and are subject to the standard lease provisions of FWPDA on alterations.

Rent Commencement: **Rent commencement date is January 1, 2021** (unless agreed otherwise, for example, earlier on certificate of occupancy, or later if the premises are not ready for occupancy). As of the Commencement date, the rental amount is set forth in the attached “Rent Spreadsheet” marked Attachment A. If premises are not ready for occupancy by January 1 (for example, if no certificate of occupancy is obtained), rent commencement will be delayed until occupancy is allowed, and no liability attaches to FWPDA in the event of delayed occupancy.

Fixed Rent: The rental amount is set forth in the attached “Rent Spreadsheet” marked Attachment A.

State Leasehold Rate: A monthly leasehold rate of 12.84% will be added to the rent (required by state), unless KPTZ is exempt from this payment. Documentation of exemption must be provided by KPTZ to FWPDA.

Schedule of Rent: Rent shall be due on the first day of the month. Any rent payment not made by KPTZ within sixty days of the due date shall be cause for termination by FWPDA.

Late Fee: A late fee of \$25.00 will be assessed for late payments that remain unpaid more than ten (10) days after it is due. Late payments over 30 days will be assessed a \$100.00 late fee.

**Assignment/
Change of Control:** KPTZ has no rights to assign or sublet the Premises. No assignment or transfer of the rights under the lease shall occur upon a change of control of KPTZ without the prior written consent of FWPDA, which consent may be withheld in its discretion.

Rent Adjustment: Rent adjustments are set forth in attached “Rent Spreadsheet” marked Attachment A.

Annual Rent Increase: Commencing as of calendar year 2022 and continuing every annually each calendar years thereafter, the annual rentals payable under this Lease Agreement shall be increased 2.5% annually.

Historic Tax Credits: The annual rent set forth in the attached “Rent Spreadsheet” marked Attachment A is based upon the assumption that FWPDA is eligible to secure historic tax credits for the project in an amount not less \$2 million. As shown on the Rent Spreadsheet, \$161,800 of these credits is allocated to KPTZ. If FWPDA does not receive a certificate of occupancy by December 31, 2020, it may jeopardize FWPDA securing the federal tax credit proceeds. If this situation were to occur and/or HTC are otherwise not available in an amount not less than \$2 million, the parties agree to negotiate in good faith to adjust the annual rent to accommodate this lost revenue.

Deposit: PDA policies require a two-month advance rental deposit. The executive director shall waive this deposit in lieu of the KPTZ Capital Improvements completed prior to full occupancy as well as the monies paid by the KPTZ’s contributions to the PDA’s historic tax credits proceeds.

Utilities: KPTZ will pay all utilities for operation of the Premises—for water, electric and fuel oil costs, which shall be separately metered.

FWPDA anticipates having better utility cost information in 2022 and will reserve the right to adjust costs based on actual expenses per square foot, which shall impact the Building 305 Common Area Maintenance fee described below.

Campus Area Maintenance Fee: Beginning in 2022, all leases within the Campus area will be charged an annual common area campus maintenance fee. FWPDA will determine campus maintenance fees in consultation with Tenant Partners.

Building 305 Common Area Maintenance: KPTZ shall pay a Building 305 Common Area Maintenance fee which will be the pro rata share of operating costs related to, parking, elevator, outdoor walkways and common area spaces, restrooms, and other maintenance expenses. Such Building 305 Common Area Maintenance Fee will correspond to usage impact and square footage under the lease and will begin in January 1, 2023.

Internet, Phone, and Technology:

FWPDA will provide access to NoaNet high speed internet and Wi-fi for KPTZ employees and clients. Monthly cost is [2021 rate confirmation to come] for “100 Mbps service connect” bandwidth. Any bandwidth requirements above existing service connection will result in a corresponding increased monthly internet service cost.

KPTZ will transfer its existing VoIP phone lines from its current offices to the Premises and will not require phone services at this time. VoIP phone lines require high speed internet access only and will be run through NoaNet services. No other internet or phone supplier is allowed in FWPDA leased area. KPTZ will connect its VoIP lines in the Premises through existing Internet lines. The cost of the initial Internet and Wi-fi connection fee shall be paid by KPTZ to FWPDA as a one-time service charge.

FWPDA will review KPTZ’s Internet bandwidth requirements periodically for its live streaming to determine whether any specialized equipment, common area build out, and technology services or increased Internet service rates for Building 305 are needed. KPTZ’s pro rata share of Campus-Wide Internet service fee will include the costs of such specialized equipment or services, if required.

Fixtures and Equipment:

Personal property, trade fixtures and equipment used in the conduct of the business and placed by KPTZ in the premises shall not become part of FWPDA real property.

All other fixtures, equipment and improvements (e.g., lights, carpet, tile, etc.) constructed that or installed in the building are deemed part of the real property and shall become part of the real property of FWPDA.

Insurance:

See General Terms for Insurance (Attachment C).

Use of Premises:

Use of premises is for KPTZ community radio programming and broadcasting, receptions, events, and live performances as well as emergency communications for the benefit of the community. The Premises shall not be used for any other purpose without the prior written consent of FWPDA.

Parking: Parking for employees and clients will be immediately adjacent to the east side of Building 305. These parking spaces are not exclusive to the use of KPTZ's employees and clients.

Signage: Any signage proposed by the KPTZ must be approved by the FWPDA facility director.

Premises "As-Is" Standard FWPDA lease terms provide that KPTZ, in accepting the premises, accepts the premises in their present condition, "as in, where is, with all faults". KPTZ has retained FWPDA's architect, Signal (retained by FWPDA to prepare plans and specs for Building 305 rehabilitation), to prepare plans and specs for KPTZ's improvements in the premises in Building 305 that KPTZ will lease, and relies on no representations or plans by FWPDA regarding suitability of KPTZ's use of the leased premises. FWPDA will cooperate with KPTZ to limit occupants or uses of other portions of Building 305 that might unreasonably interfere with KPTZ's operations, but makes no guarantees or assurances that from time to time another activity might not inadvertently interfere with KPTZ operations. FWPDA has no responsibility to make improvements in Building 305, for example, carpeting or new flooring that limit noise.

Additional Terms: Additional General Terms are described in Attachment C.

Disclaimer: The terms as outlined in this Term Sheet are not all inclusive but serve as a general summary of business terms for which a Lease Agreement will be drafted. Other terms, which are not included, are to be negotiated. The Parties mutually agree that neither shall have any binding contractual obligations to the other with respect to the matters referenced herein, unless and until a formal written Lease Agreement has been prepared with adequate opportunity to be reviewed by legal counsel, and has been fully executed and delivered by the parties.

KPTZ

Space	Program
Current Stairstep Target	
Current Lease Rate	
2021 Market Rate	\$ 0.80
Annual Escalation	2.5%
Square Feet	2,323
Capital Investment	\$ 809,000
- Residual Improvement V	\$ 350,000
- RIV % of Capital	43%
HTC Reimburse	\$ 161,800
% of RIV through offsets	100.0%

Year	Target Market Rate	Annual Lease Payment	Capital Investment Offset (CIO)	Lease Payment Before HTC	HTC Reimburse	Add'l CIO for PDA to obtain COA*	Final Lease Payment	Final Effective Lease Rate
2020	\$ -	\$ -		\$ -				\$ -
1	\$ 0.80	\$ 22,301	\$ 7,805	\$ 14,496	\$ 14,496		\$ -	\$ -
2	\$ 0.82	\$ 22,858	\$ 8,000	\$ 14,858	\$ 14,858		\$ -	\$ -
3	\$ 0.84	\$ 23,430	\$ 8,200	\$ 15,229	\$ 15,229		\$ -	\$ -
4	\$ 0.86	\$ 24,016	\$ 8,405	\$ 15,610	\$ 15,610		\$ -	\$ -
5	\$ 0.88	\$ 24,616	\$ 8,616	\$ 16,000	\$ 16,000		\$ -	\$ -
6	\$ 0.91	\$ 25,231	\$ 8,831	\$ 16,400	\$ 16,400		\$ -	\$ -
7	\$ 0.93	\$ 25,862	\$ 9,052	\$ 16,810	\$ 16,810		\$ -	\$ -
8	\$ 0.95	\$ 26,509	\$ 9,278	\$ 17,231	\$ 17,231		\$ -	\$ -
9	\$ 0.97	\$ 27,171	\$ 9,510	\$ 17,661	\$ 17,661		\$ -	\$ -
10	\$ 1.00	\$ 27,851	\$ 9,748	\$ 18,103	\$ 17,504	\$ 599	\$ -	\$ -
11	\$ 1.02	\$ 28,547	\$ 9,991	\$ 18,555		\$ 18,555	\$ 2,232	\$ 0.08
12	\$ 1.05	\$ 29,261	\$ 10,241	\$ 19,019		\$ 19,019	\$ 2,287	\$ 0.08
13	\$ 1.08	\$ 29,992	\$ 10,497	\$ 19,495		\$ 19,495	\$ 2,345	\$ 0.08
14	\$ 1.10	\$ 30,742	\$ 10,760	\$ 19,982		\$ 19,982	\$ 2,403	\$ 0.09
15	\$ 1.13	\$ 31,510	\$ 11,029	\$ 20,482		\$ 20,482	\$ 2,463	\$ 0.09
16	\$ 1.16	\$ 32,298	\$ 11,304	\$ 20,994		\$ 20,994	\$ 2,525	\$ 0.09
17	\$ 1.19	\$ 33,106	\$ 11,587	\$ 21,519		\$ 21,519	\$ 2,588	\$ 0.09
18	\$ 1.22	\$ 33,933	\$ 11,877	\$ 22,057		\$ 22,057	\$ 2,653	\$ 0.10
19	\$ 1.25	\$ 34,782	\$ 12,174	\$ 22,608		\$ 393	\$ 2,719	\$ 0.10
Totals		\$ 534,015	\$ 186,905		\$ 161,800	\$ 163,095	\$ 22,215	
Total CIO						\$ 350,000		

- Notes
- * KPTZ will be awarded a total Capital Investment Offset of \$350K. This is allocated between the standard 35% and an additional offset that enables PDA to receive MS certificate of occupancy based on KPTZ investment.
 - The \$22k final lease payment over the lease term could be spread across multiple years or paid as presented in year 19.
 - HTC and Residual Improvement values are estimates and will be revised based on actual expenses.

RESERVED

ATTACHMENT C-- **DRAFT**

KPTZ Lease Agreement – General Terms

I. RELATIONSHIP OF THE PARTIES; ACKNOWLEDGEMENT OF UNCERTAINTIES; GOOD FAITH RESOLUTION: LANDLORD and LESSEE are participants in the development and operation of the Fort Worden Lifelong Learning Center, are entities with mutually supportive missions and acknowledge that Fort Worden is owned by the State of Washington and is designated as a national historic landmark. As such, it is a unique property involving legal, contractual, environmental and other uncertainties which cannot be fully anticipated. When such uncertainties arise, the parties acknowledge and agree to cooperate closely and to attempt to solve problems creatively in the mutual best interests of the parties and the Fort Worden Lifelong Learning Center. LANDLORD and LESSEE shall, with respect to such uncertainties, work together in good faith to achieve a resolution which is fair and equitable to both parties under such circumstances. This Section (hereinafter referred to as “Paragraph I”) shall apply only to those Sections of this Attachment A which incorporate it by specific reference.

Articles herein (Attachment A) related to condition of premises, maintenance, repair, insurance, fees, and etc. pertain only to leased premises by LESSEE from LANDLORD, unless the term specifically applies to areas beyond the leased premises, for example XI Damage or Destruction applies by its terms to leased premises and infrastructures serving the leased premises, and XIII Insurance applies to claims for injuries arising from LESSEE’s operations even if the injury does not occur on the leased premises.

II. LATE CHARGE: In the event that any installment of rent or any other payments or fees due under this Lease Agreement, of which this Attachment A is a part and into which it has been incorporated, remains unpaid more than ten (10) days after it is due, then LESSEE shall also be obliged to pay a “late charge” of \$25.00. Late payments over 30 days are assessed a \$100.00 late fee.

III. GENERAL USE OF PREMISES: LESSEE shall use the entire premises for the conduct of LESSEE’s business and/or programs in a first class manner continuously during the entire term of this Agreement, with the exception of temporary closures for such periods as may reasonably be necessary for repairs or redecorating or for reasons beyond LESSEE’s reasonable control. LESSEE agrees that it will not disturb the LANDLORD or any other tenant or LESSEE of the LANDLORD by making or permitting any disturbance or any unusual noise or activity or other condition on or in the premises.

IV. ACCEPTANCE OF PREMISES: LESSEE has examined the premises and accepts them in their present condition, “as is, where is, with all faults.” LESSEE acknowledges that LANDLORD has made no covenants or agreements regarding modification or improvements, maintenance or repair (See General Terms, Section V), except as set forth in this Lease Agreement or as may be agreed to in writing in the future by the parties.

V. MAINTENANCE AND REPAIR:

A. No Landlord Obligation to Maintain or Repair LESSEE's leased premises. Neither Landlord nor its designees are obligated to maintain or make any repairs, additions, or improvements or replace any items or defects, in or to the leased premises including any building or infrastructures serving the leased premises, which are provided in "As-Is" condition as further described in Section IV. LANDLORD is not in a financial position to warranty the condition of the premises and repair defects. Therefore, it is incumbent on LESSEE to inspect the premises (including, during the course of construction, if applicable, relating to the premises where such construction is occurring, and bring construction issues to the attention of the project manager). It is also incumbent on LESSEE to review its needs for a reserve fund to manage the condition of the premises and future repairs and maintenance. LANDLORD and LESSEE agree and acknowledge that LANDLORD has only outdated facilities assessments for some buildings which it manages which may not include the building of which the premises is a part.

B. LESSEE's obligation to Maintain and Repair. Unless otherwise set forth in writing, at the expiration or sooner termination of this Agreement, LESSEE shall return the premises to the LANDLORD in the same condition in which it was received, together with the agreed upon repairs set forth in this Agreement, and including any other repairs or alterations agreed to in writing by LANDLORD, reasonable wear and tear and damage by fire or unavoidable casualty excepted.

LESSEE shall, at its own expense, and at all times:

1. Keep the premises, and the adjoining access ramps, stairs, porches, porch repairs, and ADA accessibility improvements neat, clean and in a safe and sanitary condition;
2. Perform routine maintenance and repair of the interior and exterior (as described below) of the facilities listed as "premises" and maintain and keep the premises in a good state of repair; and
3. Not commit waste of any kind.

C. Routine Maintenance and Repair. For the purpose of this Section V, routine maintenance and repair shall include but not be limited to: painting (interior only except for porches), replacing light bulbs, sweeping, cleaning, and washing interior and exterior windows, and power washing and painting of porches. LESSEE shall be responsible to notify LANDLORD immediately in the event any maintenance or repair problem exceeds the scope of its responsibilities.

LESSEE shall also be responsible for the maintenance, repair and replacement, including structural repair, but only to the extent made necessary by LESSEE's failure to accomplish routine maintenance and repair that is required under the Lease (including these General Terms), and/or promptly notify LANDLORD of the defect. For example, if the Lease requires the LESSEE to maintain plumbing, and LESSEE fails to do so, and a plumbing defect results in damage to the

structure or cabinetry, LESSEE is responsible for the repair of these items.

D. No obligation to Maintain, repair or replace Exteriors. LANDLORD and LESSEE understand and acknowledge that exteriors of certain buildings of which the Premises are a part and the roof thereof may require major maintenance or planned replacement that would be subject to availability of State Park's funding and its discretion and, under any circumstances, Landlord (as provided in Section V, A.) does not have any obligation to maintain, repair, or replace any exteriors. LANDLORD and LESSEE also understand and acknowledge that funding for any major maintenance and repair is subject to the availability of legislative funding that is both competitive and typically subject to biennial review and determination. Paragraph I applies to this Subsection V, D.

VI. ALTERATIONS AND IMPROVEMENTS. LESSEE shall make no alterations or improvements to or upon the premises or install any fixtures (other than trade fixtures which can be removed without injury to the premises) without first obtaining written approval from the Executive Director of LANDLORD, which approval is subject to LANDLORD's sole determination. Any written request from LESSEE shall be reviewed in good faith by LANDLORD. Any approved alteration or improvement upon the premises or installation of fixtures shall be made in writing by the Executive Director, which writing shall also include agreement for disposition of the alteration or improvement upon termination of this Agreement. LESSEE shall not replace appliances or equipment, or other elements within the leased premises or make any decorative changes including carpeting, interior painting and changing electrical or light fixtures without the express prior written consent of the Executive Director of LANDLORD. LESSEE shall not alter, construct, remove, destroy, improve or otherwise change any of the buildings, facilities or grounds at FORT WORDEN. No timber, shrubs, or flowers shall be cut, damaged, destroyed or otherwise altered. LESSEE includes its directors, officers, employees, volunteers and its program participants.

Interior or exterior alterations to Fort Worden buildings or alterations to campus grounds are subject to review by the Executive Director and State Parks for consistency with, among other things, historic standards and guidelines. The State Parks review process can be lengthy and take up to several months (unless an exemption applies). LESSEES seeking approval for an alteration or capital improvement shall submit a written proposal to the Executive Director, in format determined by the Executive Director, at least 60 days prior to any proposed work. Additional information on process and requirements for approval of alterations or investments may be obtained from the Executive Director or his or her designee.

VII. DECORATIONS: LESSEE shall not affix any materials to the walls, floors, ceilings or furnishings via staples, tacks, nails, push pins or anything that penetrates the walls without prior written permission of the LANDLORD. LESSEE is encouraged to use string or tape that is removable without trace to hang decorations. Nails or other affixing materials that would damage the walls or premises or require repair of any nature shall not be used. LESSEE shall pay any fine imposed for such prohibited use of nails or damaging affixing material and invoiced to the LESSEE to cover costs of repair. Holes from the prohibited use or affixing materials that penetrate the walls without permission of the LANDLORD shall not be deemed to be "reasonable wear and tear" under Section V of this Lease Agreement due to the historic nature of the building of which the premises is a part. LESSEE includes its directors, officers,

employees, volunteers, and its program participants.

VIII. INSPECTION: The LANDLORD reserves the right to inspect the premises at any and all reasonable times throughout the term of this Agreement, PROVIDED, that it shall provide 24-hours advance notice (except in the event of an emergency) and not interfere unduly with LESSEE's operations. The right of inspection reserved to the LANDLORD hereunder shall impose no obligation on the LANDLORD to make inspections to ascertain the condition of the premises, and shall impose no liability upon the LANDLORD for failure to make such inspections.

IX. POSSESSION: If the LANDLORD shall be unable for any reason to deliver possession of the premises, or any portion thereof, at the time of the commencement of the term of this Agreement, the LANDLORD shall not be liable for any damage caused thereby to LESSEE, nor shall this Agreement thereby become void or voidable, nor shall the term specified herein be in any way extended, but in such event LESSEE shall not be liable for any facility charge, rent, or other payments due under this Lease Agreement until such time as the LANDLORD can deliver possession, PROVIDED, that if LESSEE shall, in the interim, take possession of any portion of the premises, it shall pay as facility charges the full charges specified, installments of rent or any other payments or fees due under this Lease Agreement as reduced pro rata for the portion of the premises not available for possession by LESSEE, AND PROVIDED FURTHER, that if the LANDLORD shall be unable to deliver possession of the premises at the commencement of the term of this Agreement, LESSEE shall have the option to terminate this Agreement by at least thirty (30) days written notice, unless the LANDLORD shall deliver possession of the premises prior to the effective date of termination specified in such notice. If LESSEE shall, with the LANDLORD's consent, take possession of all or any part of the premises prior to the commencement of the term of this Agreement, all of the terms and conditions of this Agreement shall immediately become applicable. Paragraph I applies.

X. FORCE MAJEURE: Neither LANDLORD nor LESSEE shall be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such failure is due to any cause beyond its reasonable control, including, but not limited to an act of nature, act of civil or military authority, fire, flood, windstorm, earthquake, strike or labor disturbance, civil commotion, delay in transportation, governmental delay, or war (each such cause, a "Force Majeure").

XI. DAMAGE OR DESTRUCTION:

A. Should the premises or the buildings or structures of which the premises are a part be damaged by fire or other casualty or condition, including without limitation, force majeure as described in Section VIII, and if funding is available to allow the damage to be repaired within ninety (90) days from the date of the occurrence (with the repair work and the preparations therefore to be done during regular working hours on regular work days), or such longer period of time as LANDLORD determines is reasonably necessary to accomplish the work, the premises shall be repaired with due diligence by the LANDLORD, if in the LANDLORD's determination it is reasonable to do so, and in the meantime the monthly minimum rent and facility charge shall be abated in the same proportion that the untenable portion of the premises bears to the whole thereof, for the period from the occurrence of the damage to the completion of the repairs.

For purposes of this Article, "premises or structures of which the premises are a part" means all infrastructure and other components that allow the leased premises and facilities to operate and be occupied. Paragraph I applies.

B. Should the premises or any buildings or structures of which the premises are a part be completely destroyed by fire or other casualty, or should they be damaged to such an extent that the damage cannot as determined by the LANDLORD be repaired within ninety (90) days of the occurrence, or if the LANDLORD determines it is not reasonable to repair, the LANDLORD shall have the option to terminate this Agreement on sixty (60) days' notice, effective as of any date not more than ninety (90) days' after the occurrence. In the event that this paragraph shall become applicable, the LANDLORD shall advise LESSEE within ninety (90) days after the happening of any such damage whether the LANDLORD has elected to continue the Agreement in effect or to terminate it. If the LANDLORD shall elect to continue this Agreement in effect, it shall commence and prosecute with due diligence any work necessary to restore or repair the premises. If the LANDLORD shall fail to notify LESSEE of its election within said ninety (90) day period, the LANDLORD shall be deemed to have elected to terminate this Agreement, and the Agreement shall automatically terminate one hundred fifty (150) days after the occurrence of the damage. For the period from the occurrence of any damage to the premises to the date of completion of the repairs to the premises (or to the date of termination of the Agreement if the LANDLORD shall elect not to restore the premises), the monthly minimum facility charge shall be abated in the same proportion as the untenable portion of the premises bears to the whole thereof. Paragraph I applies.

C. Notwithstanding the foregoing, LANDLORD acknowledges that it is in the mutual interest of the Parties to discuss mutual and collaborative, repair solutions in such event of damage or destruction. LANDLORD agrees that it would only exercise its right to terminate this Agreement due to its determination that infrastructure repairs are not reasonable, if such infrastructure failures (i)(a) prevent LANDLORD from performing any of its obligations under this Agreement, or (b) if such failures render a portion or the whole of the Premises untenable, and (ii) LANDLORD cannot remedy the problem due to lack of insurance or budget. LANDLORD has no obligation or commitment to restore the premises or the

building of which LESSEE's Premises are a part. LANDLORD and LESSEE acknowledge and agree that Landlord, as of the date of this Lease Agreement, has no reserve funds for the repair of any of the 72 historic buildings in the 95-acre area known as the Fort Worden campus. If LESSEE has the funding available to repair the premises or the building, or has the ability to make a claim against its insurance within ninety (90) days of the damaging event or casualty, or such longer period of time as LANDLORD determines is reasonably necessary to accomplish the work, LANDLORD shall use reasonable efforts to permit LESSEE to make the full repairs and will agree to negotiate in good faith an amendment to the terms of this Lease Agreement for any additional capital improvements undertaken by LESSEE. In the event that LESSEE has an insurance claim that it may pursue, LANDLORD shall not prevent such claim due to any determination that the premises or building are unreasonable to repair. LANDLORD shall not be obligated to provide financial assistance in making any such repair undertaken by LESSEE. Paragraph I applies.

XII. ACCIDENTS, LIABILITY, RELEASE

1. Indemnification / Hold Harmless. LANDLORD shall not be liable for, and LESSEE shall defend, indemnify, and hold harmless the LANDLORD, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, including reasonable attorneys' fees, which arises out of LESSEE's use of Premises, or from the conduct of LESSEE's business, or from any activity, work or thing done, permitted, or suffered by LESSEE in or about the Premises, or any condition of the leased or LANDLORD premises (including existing or future conditions), except only such injury or damage as shall have been occasioned by the sole negligence of the LANDLORD. If injury or damage is occasioned by the sole negligence of LANDLORD, then LANDLORD shall be responsible for the claim loss, and shall defend, indemnify, and hold harmless the LESSEE, its officers, officials, employees and volunteers from the claim or loss.

2. LESSEE's Release. LESSEE waives and releases all claims against LANDLORD, its employees and agents, with respect to any damage or loss to LESSEE's property for which LESSEE has agreed to provide property insurance as set forth above, from any cause, including LANDLORD's negligence, but not including intentional acts by LANDLORD, and LESSEE acknowledges and agrees that its property insurance will fully satisfy any loss or damage it sustains from any loss or damage however caused.

XIII. INSURANCE: LESSEE shall, at its sole cost and expense, maintain in full force and effect the following minimum limits of insurance against claims for injuries to persons or damage to property which may arise from or in connection with LESSEE's operations and adhere to terms and conditions of its liability insurance during the term of this Lease Agreement. LESSEE shall maintain:

A. Comprehensive General Liability Insurance against claims for injury or death to persons or damage to property with minimum limits of liability of \$2,000,000.00 combined

single limit for each occurrence, with a general aggregate limit of not less than \$3,000,000. Such insurance shall include but not be limited to bodily injury liability, personal injury liability, property damage liability, broad form property damage liability, contractual liability, and products/completed operations liability, if applicable. General liability insurance may be written on an occurrence form at least as broad as ISO CG 00 01.

- B.** Workers Compensation Insurance as will protect LESSEE's employees from claims under Washington Workers Compensation Act and as will secure LESSEE's liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington.
- C.** Automobile Liability insurance at least as broad as ISO CA 00 01 including coverage for owned, non-owned, leased or hired vehicles as applicable, with a minimum limit of \$1,000,000 each accident for bodily injury and property damage.
- D.** Property insurance against all risk of loss to any tenant improvements or betterments at full replacement cost with no coinsurance penalty provision.
- E.** Other Insurance Provisions.
1. **Additional Insureds.** All such insurance shall name the "FORT WORDEN PUBLIC DEVELOPMENT AUTHORITY," its officers, directors, employees, and volunteers as additional insureds, and shall be with insurance companies acceptable to the LANDLORD. The LESSEE agrees to supply the LANDLORD with appropriate evidence to establish that its insurance obligations have been met, and that the insurance policy or policies are not subject to cancellation without at least thirty (30) days advance written notice to the LANDLORD.
 2. **Verification of Coverage.** LESSEE shall furnish to LANDLORD for verification of coverage, Certificates of Insurance, including all amendatory endorsements at least as broad as ISO GC 20-24, and a copy of the Declarations Endorsements page to LESSEE's General Comprehensive Liability policy, the conditions set forth in subparagraphs A, B, C, D, and E of this Paragraph 15 shall be met prior to occupancy.
 3. **Primary Coverage.** LESSEE's insurance coverage shall be primary insurance as respects LANDLORD and shall be at least as broad as ISO CG 20 01 04 13. And insurance, self-insurance, or insurance pool coverage maintained by LANDLORD shall be excess of the LESSEE's insurance and shall not contribute to it. LESSEE is solely responsible to insure its personal property or property of its guests, customers, or students against loss or casualty of any kind, and LANDLORD has no responsibility for the loss or damage to equipment and property of LESSEE or its users.
 4. **ISO Amendments.** All references to ISO include any amendments thereto, and if the document is replaced, then the replacement document(s) applies.

5. **No Limitation.** LESSEE's maintenance of insurance as required by this Lease Agreement shall not be construed to limit the liability of LESSEE to the coverage provided by such insurance, or otherwise limit LANDLORD's recourse to any remedy available at law or equity.
6. **Self-Insured Retention.** Self-insured retention must be declared and approved in writing by LANDLORD.
7. **Special Risks or Circumstances.** LANDLORD reserves the right to modify these requirements at any time, including limits, based on LANDLORD'S assessment of nature of risk, prior experience, insurer, coverage, or other special circumstances.
8. **Waiver of Subrogation.** LESSEE hereby releases LANDLORD from liability and waives all right of recovery against LANDLORD for any loss from perils insured against under its insurance contracts, including any extended coverage endorsements thereto. Notwithstanding the foregoing, this paragraph shall be inapplicable if it would have the effect, but only to the extent that it would have the effect, of invalidating any insurance coverage of LESSEE.

XIV. INCREASE IN COST OF INSURANCE: LESSEE shall not use the demised premises in such a manner as to increase the existing rates of insurance applicable to the buildings or structures of which the premises are a part. If it nevertheless does so, then, at the option of the LANDLORD, the full amount of any resulting increase in premiums paid by the LANDLORD with respect to the buildings or structures of which the premises are a part, and to the extent allocable to the term of this Agreement, may be added to the amount of facility charge specified and shall be paid by LESSEE to the LANDLORD upon the rental due date or monthly facility charge day, as applicable, next thereafter occurring.

XV. HAZARDOUS, TOXIC, OR HARMFUL SUBSTANCES

A. Storage. LANDLORD and LESSEE shall not keep in, on, or about the Premises, any substances now or hereinafter designated as or containing components designated as hazardous. For purposes of this Agreement, hazardous substances include toxic, dangerous, or harmful substances. Materials identified as hazardous are to be transported, stored and handled in accordance and compliance with the provisions of applicable federal, state, and local law, including but not limited to, 42 U.S.C. 6901 ET. seq. (RCRA), 42 U.S.C. 9601 et. seq. (CERCLA), Chapter 70.105 RCW, and related laws, rules, and regulations now in existence or as subsequently enacted or amended.

B. Notification. LESSEE shall immediately notify LANDLORD of all spills or releases of any Hazardous Substance in, on, about or adjacent to the Premises and all cleanup and remediation action taken in response to spills or releases. LESSEE shall report all inspections of the Premises by, or any correspondence, orders, citations, fines, or notifications from, any regulatory entity concerning Hazardous Substances in, on, about,

or adjacent to the Premises.

C. Documentation. Prior to the arrival of any hazardous substances on park property, LESSEE shall provide to LANDLORD notice of its intent to provide said materials and copies of all documents written or received by the LESSEE with respect to the use, presence, transportation or generation of Hazardous Substances in, on, about, or adjacent to the Premises.

D. Liability. LESSEE is liable for all cleanup costs and damages associated with the use, disposal, transportation, or generation of hazardous substances by LESSEE or its employees, agents, assigns, contractors, subcontractors, licensees or invitees. This provision shall survive the termination of the Agreement.

XVI. TAXES: LESSEE shall be liable for, and shall pay throughout the term of this Agreement, all license and excise fees and occupation taxes covering the business conducted on the premises, and all taxes on property of LESSEE on the premises and any taxes on the premises or any interest created by this Agreement.

XVII. COMPLIANCE WITH LANDLORD REGULATIONS AND WITH ALL LAWS AND POLICIES: LESSEE agrees to comply with all applicable policies, rules and regulations of the LANDLORD pertaining to the building or other realty of which the premises are a part now in existence or hereafter promulgated for the general safety and convenience of the LANDLORD, its various tenants, invitees, licensees and the general public. Such policies and rules may include but are not limited to hours of operation, noise restrictions, parking limitations, building capacities, building uses, traffic control, garbage removal, use of outdoor areas, and rental, or facility charge rates and policies. LESSEE also agrees to comply with all applicable federal, state, and municipal laws, ordinances, and regulations. LESSEE further agrees that all buildings, structures or other improvements, approved by the LANDLORD, will be properly permitted by the City of Port Townsend.

Any fees for any inspection of the premises during or for the term of this Agreement by any federal, state or municipal officer and the fees for any so-called "Certificate of Occupancy" shall be paid by LESSEE. LESSEE further agrees that it will comply with all policies applicable to partner tenants, including, without limitation, the "Good Neighbor Traffic Policy," the "Maintenance Service Policy," provided by LANDLORD to LESSEE.

XVIII. ASSIGNMENT OR SUBLEASE: LESSEE shall not assign or transfer this Agreement or any interest therein nor sublet the whole or any part of the premises, nor shall this Agreement or any interest thereunder be assignable or transferable by operation of law or by any process or proceeding of any court, otherwise, without first obtaining the prior written consent of the LANDLORD, in LANDLORD'S sole discretion. Any assignment or sublease request will be reviewed in good faith to determine whether the proposed assignee's operations and mission are aligned with the LANDLORD'S mission and whether the premises may be used to serve other operational requirements at that time. Any such consent may include, for the portion of the premises being assigned, an adjustment of LESSEE's rent to fair market value rate, depending, among other factors, on the assignee. In the event LANDLORD withholds its consent to

assignment, this factor may be taken into account by a court as deemed appropriate in determining any claim by LANDLORD for breach of lease.

XVIII.

LESSEE shall not, without the LANDLORD's prior written consent, assign this Lease Agreement nor its rights and obligations hereunder in whole or in part to (i) an affiliate or (ii) in connection with a Change of Control (as defined below); provided, however, that LESSEE must notify LANDLORD at least twenty (20) days before completion of any such Change of Control, and LANDLORD shall have the right (in its discretion), at any time after receipt of such notice, if LESSEE undergoes a Change of Control and LANDLORD reasonably determines that the acquiring party is not a party who adequately meets the selection criteria or due diligence requirements in review for resident tenants, to elect to terminate this Lease Agreement in its entirety. If LANDLORD shall provide its prior written consent under this provision, any permitted assignee shall assume all obligations of its assignor under this Lease Agreement. This Lease Agreement is binding upon the permitted successors and assigns of the Parties. Any attempted assignment not in accordance with this Section 18 shall be void. For purposes of this Section 18, "Change of Control" means with respect to an entity, (i) the sale of all or substantially all of LESSEE's assets or business; (ii) a merger, reorganization or consolidation involving LESSEE in which the voting securities of such entity outstanding immediately prior thereto cease to represent at least fifty percent (50%) of the combined voting power of the surviving entity immediately after such merger, reorganization or consolidation; or (iii) a person or entity, or group of persons or entities, acting in concert acquire more than fifty percent (50%) of the voting equity securities or management control of LESSEE. The LANDLORD's consent may be withheld in the LANDLORD's sole discretion. Paragraph I applies.

XIX. DEFAULTS: Time is of the essence of this Agreement, and in the event of the failure of LESSEE to pay the facility charges or other charges or rents at the time and in the manner herein specified, or to keep any of the covenants or agreements herein set forth to be kept and performed, the LANDLORD may elect to terminate this Agreement and reenter and take possession of the premises with or without process of law, PROVIDED, however, (1) that in the event of a failure to pay rent, LANDLORD'S remedies shall be as prescribed by relevant law (2) in the event of other defaults other than a failure to repair, LESSEE shall be given fifteen (15) days' notice in writing stating the nature of the default in order to permit such default to be remedied by LESSEE within said fifteen (15) day period and (3) if the failure of LESSEE relates to a failure to repair, then the LESSEE shall be given ninety (90) days' notice in writing to remedy the default, or longer period if in LANDLORD'S determination a longer period of time is needed for repairs. In any event, if the failure to repair creates a life safety issue, LANDLORD reserves the right to set different requirements and timeframes to ensure safety.

If upon such reentry or at the end of the Agreement there remains any personal property of LESSEE or of any other person upon the premises, the LANDLORD may, but without the obligation so to do, remove said personal property and hold it for the owners thereof or may place the same in a public garage or warehouse, all at the expense and risk of the owners thereof, and LESSEE shall reimburse the LANDLORD for any expense incurred by the LANDLORD in connection with such removal and storage. The LANDLORD shall have the right to sell such

stored property, without notice to LESSEE, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, and third to the payment of any other amounts which may then be due from LESSEE to the LANDLORD, and the balance, if any, shall be paid to LESSEE. LESSEE may at its election treat said personal property and trade fixtures as abandoned, retaining said properties as part of the Premises

LESSEE shall promptly reimburse LANDLORD for damage caused to the Premises by the removal of personal property and trade fixtures, whether removal is by LESSEE or LANDLORD.

Notwithstanding any such reentry, the liability of LESSEE for the full rent or facility charge provided for herein shall not be extinguished for the balance of the term of this Agreement, and LESSEE shall make good to the LANDLORD any deficiency arising from a re-letting of the premises at a lesser rent or facility charge than that hereinbefore agreed upon. LESSEE shall pay such deficiency each month as the amount thereof is ascertained by the LANDLORD.

XX. TERMINATION FOR GOVERNMENT USE: In the event that any governmental agency or instrumentality thereof shall, by condemnation or otherwise, take title, possession or the right to possession of the premises or any part thereof, the LANDLORD may, at its option, terminate this Agreement as of the date of such taking, and, if LESSEE is not in default under any of the provisions of this Agreement on said date, any rent or facility charge prepaid by LESSEE shall, to the extent allocable to any period subsequent to the effective date of the termination, be promptly refunded to LESSEE. Any awards under these provisions shall be awarded to the interested parties based upon their individual share of said interests as determined by a court of competent authority on the matter. The LANDLORD agrees it will not seek to terminate the Agreement by condemnation.

XXI. TERMINATION BECAUSE OF COURT DECREE: In the event that any court having jurisdiction in the matter shall render a decision which has become final and which will prevent the performance by the LANDLORD of any of its obligations under this Agreement, then either party hereto may terminate this Agreement by written notice, and all rights and obligations hereunder (with the exception of any undischarged rights and obligations that accrued prior to the effective date of termination) shall thereupon terminate. If LESSEE is not in default under any of the provisions of this Agreement on the effective date of such termination, any facility charge prepaid by LESSEE shall, to the extent allocable to any period subsequent to the effective date of the termination, be promptly refunded to LESSEE.

XXII. CLOSURES OR SERVICE REDUCTIONS: LESSEE waives any claim against LANDLORD for any losses suffered or allegedly suffered due to any material closure of or material service reductions affecting LESSEE's operation at Fort Worden State Park, including the campus leased by State Parks to LANDLORD due to budget reductions, acts of nature, or legislative mandates. In the event of such event, rent shall be equitably proportionately abated. In the event such closures or service reductions exceed thirty (30) days in duration, LANDLORD and LESSEE may retain the right to terminate this Agreement without penalty; provided, however, that LESSEE shall have paid all facility charges, installments of rent and other payments due hereunder prior to termination. Paragraph I applies.

XXIII. SIGNS: Except as stated in the Use Agreement, no signs or other advertising matter,

symbols, canopies or awnings shall be attached to or painted or within the premises, including the windows and doors thereof, without the written approval of the Executive Director of LANDLORD. At the termination or sooner expiration of this Agreement, all such signs, advertising matter, symbols, canopies or awnings attached to the premises or painted by LESSEE shall be removed by LESSEE at its own expense, and LESSEE shall repair any damage or injury to the premises, and correct any unsightly condition, caused by the maintenance and removal of said signs, etc. Paragraph I applies.

XXIV. INSOLVENCY: If LANDLORD or LESSEE shall file a petition in bankruptcy, or if LANDLORD or LESSEE shall be adjudged bankrupt or insolvent by any court, or if a receiver of the property of LANDLORD or LESSEE shall be appointed in any proceeding brought by or against LANDLORD or LESSEE, or if LANDLORD or LESSEE shall make an assignment for the benefit of creditors, or if any proceedings shall be commenced to foreclose any mortgage or any other lien on LANDLORD or LESSEE's interest in the premises or on any personal property kept or maintained on the premises by LANDLORD or LESSEE, either party may at its option, terminate this Agreement to the extent allowed by law.

XXV. WAIVER: The acceptance of any facility charge by the LANDLORD for any period or periods after a default by LESSEE hereunder shall not be deemed a waiver of such default unless the LANDLORD shall so intend and shall so advise LESSEE in writing. No waiver by the LANDLORD of any default hereunder by LESSEE shall be construed to be or act as a waiver of any subsequent default by LESSEE. After any default shall have been cured by LESSEE, it shall not thereafter be used by the LANDLORD as a ground for the commencement of any action under the provisions of this Agreement.

XXVI. SURRENDER OF PREMISES - ATTORNEYS' FEES: In the event that either party shall be required to bring any action to enforce any of the provisions of this Agreement, or shall be required to defend any action brought with respect to this Agreement, it shall if successful in such action, be entitled, in addition to all other payments required herein, recover costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts.

XXVII. HOLDING OVER: If LESSEE shall, with the consent of the LANDLORD, hold over after the expiration or sooner termination of the term of this Agreement, the resulting tenancy shall, unless otherwise mutually agreed, be for an indefinite period of time on a month-to-month basis. During such month-to-month tenancy, LESSEE shall pay to the LANDLORD the same rate of facility charge as set forth herein, unless a different rate shall be agreed upon, and shall be bound by all of the additional provisions of this Agreement in so far as they may be pertinent.

XXVIII. ADVANCES FOR LESSEE: If LESSEE shall fail to do anything required to be done by it under the terms of this Agreement, except to pay rent and facility charges, the LANDLORD may, at its sole option, do such act or thing on behalf of LESSEE, and upon notification to LESSEE of the cost thereof to the LANDLORD, LESSEE shall promptly pay the LANDLORD the amount of that cost.

XXIX. LIENS AND ENCUMBRANCES: LESSEE shall keep the premises free and clear of any liens and encumbrances arising or growing out of the use and occupancy of the said premises by LESSEE. At the LANDLORD's request, LESSEE shall furnish the LANDLORD

with written proof of payment of any item which would or might constitute the basis for such a lien on the premises if not paid.

XXX. JOINT AND SEVERAL LIABILITY: Each and every party who signs this Agreement, other than in a representative capacity, as LESSEE, shall be jointly and severally liable hereunder.

XXXI. SEVERABILITY: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

XXXII. NONDISCRIMINATION, EQUAL OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT, WAGE AND HOUR LAWS:

For programs provided by LESSEE pursuant to this Agreement:

2.1 The LESSEE, and its employees, agents and subcontractors, shall at all times comply shall at all times comply with any and all federal, state or local laws, ordinances, rules or regulations with respect to nondiscrimination and equal employment opportunity, which may at any time be applicable to the LANDLORD by law, contract or otherwise.

2.2 The LESSEE shall also be familiar with and adhere as applicable to the specific provisions of the Americans with Disabilities Act of 1990 relating to Title I, Employment, and Title II, Public Services.

2.3 The LESSEE shall at all times comply with all applicable provisions of the Fair Labor Standards Act (FLSA) and any other federal or state legislation affecting its employees, and the rules and regulations issued thereunder, insofar as applicable to its employees, and shall at all times save and hold harmless the LANDLORD, its officers, agents and employees free, clear and harmless from any and all actions, claims, demands and expenses arising out of the FLSA or other legislation and any rules and regulations that are or may be promulgated in connection with the FLSA.

XXXIII. PARTNERSHIP: LESSEE (and its employees and volunteers) are independent entities and are not employees, contractors, volunteers or agents of LANDLORD and no partnership exists or shall be deemed to exist between LANDLORD and LESSEE. LANDLORD (and its employees and volunteers) are independent entities and are not employees, contractors, volunteers or agents of LESSEE and no partnership exists or shall be deemed to exist between LESSEE and LANDLORD.

Highlighting = new wording ~~Strikeout~~ = deletions

Fort Worden Public Development Authority

Position Description and Expectations for Members of the Board of Directors

Position Description Summary:

The FWPDA Board of Directors sets policy for the organization; ensures that it is operated in a legal, ethical, open and professional manner; and oversees its operation. Collectively, the Board has direct authority over the Executive Director, who implements the policies, programs, projects and funding plans approved by the Board. Board members acknowledge that they are “agents” of the City of Port Townsend and must comply with the Open Public Meetings and Records Acts when conducting business regarding the Public Development Authority. In addition, Board members are governed by the Charter establishing the FWPDA (City of Port Townsend Ordinance No. 3018, September 8, 2009) and any subsequent amendments to the Charter, resolutions or inter-local agreements between the City of Port Townsend and the FWPDA.

Serving on the Board is part of a community changing process, which involves learning, empowerment, and involvement on the part of all Board members. Board members serve three-year staggered terms beginning in October 2011. The Board will consist of ~~seven to nine members~~ **no fewer than seven and no more than eleven members** to govern the affairs of the FWPDA. **Ex Officio PDA Board Liaisons will count toward the Board total.**

The Board meets on a monthly basis. The regular meeting date, time, and place will be approved by resolution at the board’s first meeting. The annual meeting will be held in April.

Board Member Responsibilities**:

- Recruit, appoint, support, and evaluate the executive director
- **Oversee and participate in periodic strategic planning and monitor progress on its outcomes.**
- Provide organizational leadership and advisement.
- Develop and create policies and oversight procedures.
- **Oversee the financial status of the PDA**, including adoption and oversight of **annual capital and operating budgets.**
- **Monitor the resources and productivity of the authority**
- **Ensure that annual state audits are conducted and accurate annual financial reports are submitted to the State Auditor’s Office.**
- Identify project priorities, program planning efforts and evaluation mechanisms.
- **Remain** ~~Be~~ informed about the organization's mission, services, policies and programs, **and the issues and challenges confronting the PDA, Fort Worden, Washington State Parks, partners, the City, and the region.**
- Act as an advocate and good-will ambassador for the FWPDA.
- Use sound judgment in weighing facts and issues for decision-making.
- Recognize conflicts of interest—**both financial and ethical**—between the position as a board member and one’s personal and professional life. Declare any conflicts before the board and refrain from voting on matters in which there is an **actual or** appearance of conflict.
- Observe and comply with the Open Public Meetings **and Records Acts** and display courteous conduct in all board and committee meetings.
- **Make decisions on legal issues based on review and clear understanding of advice from counsel.**
- **Meet the expectations of board accountability and transparency in the conduct of board affairs.**

*** Members of the board share these responsibilities while acting in the interest of the City of Port Townsend and Fort Worden State Park. Each member is expected to make recommendations based on his or her experience and understanding of what furthers the public interest.*

Expectations of Board Members:

- Attend and participate in Board and committee meetings and special functions.
- Review agenda and supporting materials prior to Board and committee meetings.
- Assist the Board in carrying out its fiduciary responsibilities.
- Serve on committees or task forces and offer to take on special assignments as necessary.
- Be alert to community concerns that can be addressed by the PDA’s mission, objectives, projects and programs.
- Help communicate and promote the mission and objectives of the organization to the community.
- Support in a positive manner all actions taken by the board as a whole even when in a minority position on such actions.
- Establish and oversee implementation of policy by the executive director and staff.
- Refrain from intruding into day-to-day administrative or operational issues.
- If unable to carry out the above responsibilities and expectations, resign the position on the board of directors.

Board Member Qualifications/Selection Criteria:

- A passion for Fort Worden State Park, with an understanding of many of the economic challenges facing the sustainability of the Park **and partner organizations**
- Support for the FWPDA’s role in the Park as well as **State Park’s role as landlord and co-management partner** and the City’s overarching interest in the Lifelong Learning Center and Park.
- Ability to work as a member of a team.
- Willingness to volunteer personal and professional expertise and experience without financial reward.
- Interest level and time availability.
- Political clout and community influence.
- Specialized skills (e.g., real estate development, construction or project management, financial management, marketing, food & beverages, programming, hospitality and conference management, etc.)

As a board member, I understand that:

- Special or unscheduled meetings may be called on occasion.
- It is my responsibility to contact the Board President if I cannot attend a meeting.
- I agree to accept the responsibilities and expectations for serving on the FWPDA Board of Directors.

Signature

Date

Position Description and Expectations for Liaisons to the FWPDA Board of Directors

Position Description Summary:

The FWPDA liaisons serve in an ex officio capacity as a member of the Board of Directors and assist in setting policy for the organization and overseeing plans and operations. Board Liaisons offer input into hiring and evaluation of the PDA Executive Director, who implements the policies, programs, projects and funding plans approved by the PDA Board. Like PDA board members, PDA Liaisons acknowledge that they are “agents” not only of their constituent partners, but also of the City of Port Townsend and must comply with the Open Public Meetings and Record Acts when participating in business regarding the Public Development Authority. In addition, PDA Liaisons are also governed by the Charter establishing the FWPDA (City of Port Townsend Ordinance No. 3018, September 8, 2009) and any subsequent amendments to the Charter, resolutions or inter-local agreements between the City of Port Townsend and the FWPDA.

Serving as a PDA Liaison is part of a community changing process, which involves learning, empowerment, and involvement on the part of all Liaisons and Board members. Liaisons serve a one-year term. [TO BE CONFIRMED BY PARTNERS’ GROUP] There will be up to two (2) Liaisons appointed to the Board by the City Council—one representing Fort Worden partner organizations and one representing the City of Port Townsend.

Liaison Responsibilities:**

- Serve on the PDA board with an ex officio status, with voice but not vote; may attend committee meetings in their role as Liaison with an invitation from the committee chair. Liaisons may attend any committee meeting as a member of the public. A committee chair may invite a Liaison to join a meeting in their role as Liaison depending upon the business of the meeting. Executive sessions of the PDA Board of Directors will be reserved for Board members unless an explicit invitation is extended to the Liaison(s) by the Board chair/co-chairs.
- Represent the interests of partner organizations and/or the City.
- Provides input to the PDA board chair/co-chair regarding the recruitment, appointment, and evaluation of the executive director
- Provides input into the strategic and annual planning process for the PDA and participates in monitoring progress for plans.
- Advise the board about organizational leadership and advisement.
- Advise the board about policies and oversight procedures.
- Advise the board about financial management and budget oversight.
- Advise the board about monitoring of PDA resources and productivity of the authority
- Assist in identifying project priorities, program planning efforts and evaluation mechanisms.
- Remain informed about the PDA's mission, services, policies and programs, and the issues and challenges confronting the PDA, Fort Worden, State Parks, partners, the City, and the region.
- Act as an advocate and good-will ambassador for Fort Worden and its partners.
- Use sound judgment and objectivity in weighing facts and issues for contributing to board discussions and deliberations.
- Recognize conflicts of interest (financial and ethical) between the position as a liaison to the PDA board and one’s leadership role for a partner organization and as a representative of Fort Worden partners.
- Observe and comply with the Open Public Meetings and Records Acts and display courteous conduct in all board and committee meetings.

*** PDA board liaisons share these responsibilities while acting in the interest of the City of Port Townsend, Fort Worden State Park, and FW partner organizations Each member is expected to offer advice and make recommendations based on his or her experience and understanding of what furthers the public interest.*

Expectations of PDA Board Liaisons:

- Faithfully carryout the responsibilities of the distinct role of Liaison.
- Attend and participate in board meetings.
- Review agenda and supporting materials prior to Board and committee meetings.
- Advise the Board in carrying out its fiduciary responsibilities.
- Serve on committees if appointed by the chair/co-chairs as a community representative.
- Be alert to community and partners concerns that can be addressed by the PDA’s mission, objectives, projects and programs.
- Help communicate the mission and goals of the organization to the partners or City, and the insights and concerns of the partners or City to the PDA.
- Acknowledge and accept all actions taken by the board as a whole even when in disagreement with a decision or action.
- Refrain from intruding into day-to-day administrative or operational issues.
- If unable to carry out the above responsibilities and expectations, resign the position as a liaison.

Liaison Qualifications/Selection Criteria:

- A passion for Fort Worden State Park, with an understanding of many of the economic challenges facing the sustainability of the Park and partner organizations.
- Support for the FWPPDA’s and partners’ roles in the Park, as well as State Park’s role as landlord and co-management partner and the City’s overarching interest in the Lifelong Learning Center and Park.
- Ability to work as a member of a team.
- Willingness to volunteer personal and professional expertise and experience without financial reward.
- Interest level and time availability.
- Skills that can contribute to guiding the PDA and contributing to the shared economy of Fort Worden.

Selection and Appointment of Liaisons:

- Liaisons are appointed by the City Council in the same fashion as PDA board members.
- The Liaison from the City of Port Townsend is selected by the Mayor and forwarded to the PDA Nominating Committee with written recommendation and resume of the candidate, for consideration with other board candidates.
- The Liaison from the Fort Worden partners is selected by the partner organizations and forwarded to the PDA Nominating Committee with written recommendation and resume of the candidate, for consideration with other board candidates.
- The PDA Nominating Committee interviews all board and liaison candidates and recommends to the City Council appointments to the PDA Board.

As an ex officio Liaison to the PDA board, I understand that:

- Special or unscheduled meetings may be called on occasion.
- It is my responsibility to contact the Board chair if I cannot attend a meeting.
- I agree to accept the responsibilities and expectations for serving as an ex officio Liaison to the the FWPDA Board of Directors

Signature

Date

RESOLUTION NO. 20-19

A RESOLUTION OF THE GOVERNING BOARD OF THE FORT WORDEN LIFELONG LEARNING CENTER PUBLIC DEVELOPMENT AUTHORITY APPOINTING THE PDA EXECUTIVE DIRECTOR AS THE AGENT TO RECEIVE CLAIMS FOR DAMAGES UNDER CHAPTER 4.96 RCW, AND CERTAIN MATTERS RELATED THERETO.

WHEREAS, Chapter 4.96 RCW requires that all claims for damages against a local governmental entity arising out of tortious conduct be filed with the entity before a civil lawsuit is commenced; and

WHEREAS, the Governing Board now desires to designate the PDA Executive Director as the agent to receive any claim for damages under chapter 4.96 RCW;

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Fort Worden Lifelong Learning Center Public Development Authority as follows:

Section 1. Designation of Agent. The PDA Executive Director is hereby confirmed and designated as the agent (the "Agent") of the Fort Worden Lifelong Learning Center Public Development Authority to receive any claim for damages made under chapter 4.96 RCW. The Agent may be reached during normal business operating hours, Monday through Friday, except legal holidays, at the address provided in Section 2. If the Agent is not available during normal business hours, the Agent's designee is appointed as the agent to receive claims for damages.

Section 2. Notice of Claims. All claims for damages filed against the Fort Worden Lifelong Learning Center Public Development Authority shall be presented to:

By Mail and Physical Delivery:
200 Battery Way
Port Townsend, WA 98368

Pursuant to RCW 4.96.020(2), a copy of this resolution shall be recorded with the Jefferson County Auditor.

Section 3. Further Authority. All Fort Worden Lifelong Learning Center Public Development Authority officials, their agents, and representatives are hereby authorized and directed to undertake all action necessary or desirable from time to time to carry out the terms of, and complete the transactions contemplated by, this resolution.

Section 4. Effective Date. This resolution shall take effect immediately upon its passage and adoption.

ADOPTED by the Board of Directors of the Fort Worden Lifelong Learning Center Public Development Authority at a regular meeting thereof, held this 28th day of October 2020.

By: _____
Norm Tonina, Co-Chair

By: _____
Todd Hutton, Co-Chair

ATTEST:

By: _____
Jane Kilburn, Secretary

[Your name] [Your
address] [Your
address]

[Date]

Rose Ann Carroll Jefferson
County Auditor 1820
Jefferson St
Port Townsend WA 98368

Re: Designation of agent to receive tort claims

Dear [Auditor]:

Certain local governmental entities are authorized by law to designate an agent to receive tort claims filed against them, and to report the identity and contact information of the agent to the county auditor. RCW 4.96.020(2).

Pursuant to this authority, [entity] has adopted the enclosed resolution, which designates [entity]'s agent for purposes of receiving such tort claims as follows:

[Agent title] [Agent
address]

[Entity] respectfully requests that this information be recorded and kept on file with your office in accordance with RCW 4.96.020(2).

Sincerely,

[Name]
[Title]
[Entity]