



Board of Directors Special Meeting Agenda
Fort Worden Lifelong Learning Center Public Development Authority (FWPDA)
Tuesday, April 12, 2022 | 5:30 p.m.
Via Zoom (Remote Meeting Per Governor Inslee's Proclamation 20-28.15)

Public Access

Via computer:

<https://us06web.zoom.us/j/89060331863?pwd=RVVBMUhWU3JyQ3dpc0NJemduSEJoUT09>

Via phone:

+1 253 215 8782

Webinar ID: 890 6033 1863

Passcode: 726200

*9 to raise hand to speak

Special Meeting Agenda

- I. **Call to Order**
- II. **Roll Call**
- III. **Public Comment on Special Meeting Topics Only**
- IV. **Action Items**
 - 1. **Resolution 22-07*, Centrum Lease Terms Makers Square Building 305 (first and second floors)**
 - A. Staff Presentation
 - B. Board Clarifying Questions
 - C. Board Discussion
 - D. Board Liaison Comments

Proposed action: Motion to approve Resolution 22-07 authorizing the Executive Director, with board chair approval, to execute a lease agreement with Centrum to lease a portion of building 305 (first and second floors) of Makers Square at the Fort Worden Campus.
 - 2. **Resolution 22-08*, Centrum Lease Terms Buildings 205, 223, 255, 256, 259, 260, 261, 275, 310, 313, 315 (lower floor), and 356**
 - A. Staff Presentation
 - B. Board Clarifying Questions
 - C. Board Discussion
 - D. Board Liaison Comments

Proposed action: Motion to approve Resolution 22-08 authorizing the Executive Director, with board chair approval, to execute a lease agreement with Centrum to manage and operate buildings 205, 223, 255, 256, 259, 260, 261, 275, 310, 313, 315 (lower floor), and 356 at the Fort Worden campus.

3. Resolution 22-09*, Northwind Art Lease Terms Makers Square Buildings 308 and 324

- A. Staff Presentation
- B. Board Clarifying Questions
- C. Board Discussion
- D. Board Liaison Comments

Proposed action: Motion to approve Resolution 22-09 authorizing the Executive Director, with board chair approval, to execute a lease agreement with Northwind Art to lease building 308 and 324 of Makers Square buildings at the Fort Worden campus.

4. Resolution 22-10*, Northwind Art Lease Terms Building 306

- E. Staff Presentation
- F. Board Clarifying Questions
- G. Board Discussion
- H. Board Liaison Comments

Proposed action: Motion to approve Resolution 22-10 authorizing the Executive Director, with board chair approval, to execute a lease agreement with Northwind Art to manage and operate building 306 at the Fort Worden campus.

5. Resolution 22-11*, Port Townsend School of Woodworking Lease Terms Buildings 304 and 315 (upper floor)

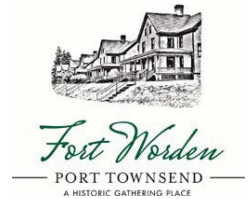
- A. Staff Presentation
- B. Board Clarifying Questions
- C. Board Discussion
- D. Board Liaison Comments

Proposed action: Motion to approve Resolution 22-11 authorizing the Executive Director, with board chair approval, to execute a lease agreement with Port Townsend School of Woodworking to manage and operate buildings 304 and a portion of 315 (upper floor) at the Fort Worden campus.

V. Public Comment on Special Meeting Topics Only

VI. Adjourn

**Topic involves documents in agenda packet*



To: FWPDA Board of Directors

From: David Timmons, Fort Worden Lifelong Learning Center Public Development Authority (FWPDA) Executive Director

Date: April 8, 2022, 2022

Subject: April 12th Special Board Meeting Partner Lease Agreements

All,

First, thank you for taking the time from your normal schedules to allow for this special meeting to consider this important set of actions. These actions represent a watershed moment for the FWPDA and the Partners that compose the “Alliance”.

Last year I discussed with Director of Centrum about the possibility of the formation of a partnership within the arts and culture partners on campus that would represent a collaboration of like and similar interests that the FWPDA could empower to self-govern a portion of the campus. This is also consistent with the original 2008 Master Plan vision for the campus. The Alliance is the result of this conversation and the hard work of the Director of Centrum and the Partners that form the Alliance.

As with all things much effort has been put into getting to this point. A working group has been meeting and developing the terms present in this agenda. Board member John Begley has been assisting me throughout this effort as your representative. Centrum has been represented by its Director Rob Birman and Board members Walter Parson and Sam Shone.

I have attached for your benefit the original draft concept of the what the Alliance hopes to bring to the Fort and the campus. It presents an exciting opportunity for the future! Success of this effort also greatly relies on the realization of the efforts to establish long-term commitments with facilities that can be self-governed.

Before you is a set of resolutions that authorize the administration to complete a process that has been years in the making and awaiting action that will benefit all parties. I have incorporated final oversight of the lease agreements to the Board Chair.

Over the years, the previous approach to delegation of the leasehold properties was focused on a market rate solution to long term leases. That, unfortunately, was a bridge too far for all to obtain equitable agreements. Given the deferred capital status and condition of the properties this model could never get its legs. Last year we presented an alternative approach that relies on a cost recovery model; in other words, a shared economic model to operate the campus under the leadership of the

FWPDA. This allows everyone to share in the effort to address capital investment while empowering the partners to participate in the capital directly. It also recognizes that they cannot possibly develop a capital campaign absent any long-term relationship with the property.

This new model focuses less on a market solution and more on an assignment of liabilities under the terms of the Master Lease. The FWPDA costs to operate forms an “overhead” that will be shared and carried as cost to administer the partnership. Currently half of the operating budget of the FWPDA consist of shared utility expenses administered by the PDA. The balance of its costs is simply overhead cost associated with the operations of the FWPDA.

The new model relies on a direct assignment of the FWPDA’s obligations under the Master Lease to campus partners where appropriate.

This set of actions presented represent the success of this new effort.

There are essentially two sets of agreements before you: The first relates to Makers Square, while the second is a partial assignment of the FWPDA Master Lease obligations.

The first is assignment of the leasehold interest in Makers Square consistent with the terms the FWPDA has accepted to administer on behalf of the Fort Worden Foundation. The FWPDA is a property manager granted authority to assign interests in the three buildings: 305/308/324. The terms and conditions of any long-term lease have been set by the Fort Worden Foundation as a part of the tax credit structure that was used in the capital renovations of the property.

The second set of leasehold interests represent an assignment of the FWPDA obligations and interest under the terms of the Master Lease Agreement with State Parks. Essentially the leaseholder assumes all obligations for capital and maintenance currently held by the FWPDA.

Former Attorney Watts assisted in developing both documents. The Makers Square documents are fully prepared, while the partial assignment is in draft form and will require assistance from our legal team to complete.

The general terms for both are provided in a side-by-side comparison format for easy reference. Also note there is an ability to “trade spaces” in the future if it works out that each party might benefit from previously allocated space. What is presented are leases to the properties based upon current occupancy. All parties recognize and acknowledge they may seek to rearrange properties in the future and the current terms allow for this.

In our last meeting, we invited all parties to the table and confirmed the previous understanding and the current terms as drafted are acceptable. The response was unanimous.

In both cases all parties have also agreed to participate in the development of a common maintenance cost sharing model to be administered by FWPDA. This model still requires time and efforts to fully develop and is our next critical step.

Hospitality has also requested that the following catering provider language be added to the leases:

Fort Worden Hospitality is promoted as the Preferred Caterer for any food and beverage service needs

held on campus in the Fort Worden Public Development Authority leased spaces. Fort Worden Hospitality is the exclusive provider for food and beverage service in venues (both indoor and outdoor) that are under their management. Fort Worden Hospitality has first right of refusal for any such catering need which meets the following qualifications:

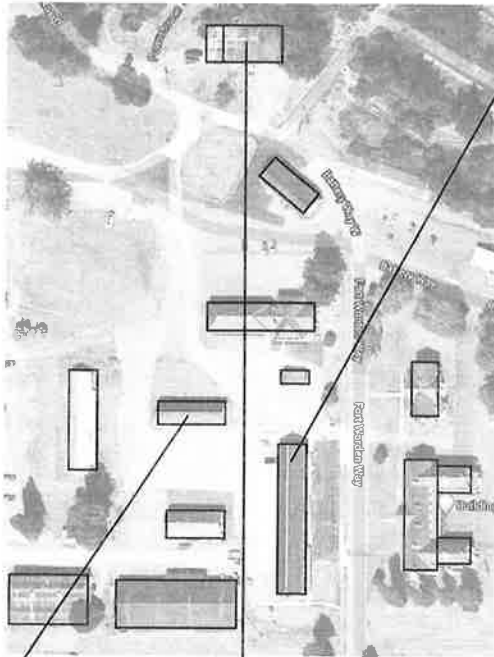
- *Groups over 24 people*
- *Minimum \$350 Catering Order*

Requirement does not extend to internal business meetings attended by employees only. Fort Worden Hospitality would also be happy to cater events that fall under the above qualifications as well, although not required.

All programming on the Fort Worden State Park campus using Fort Worden Hospitality venues and accommodations will be required to follow Fort Worden Hospitality's venue and catering policies.

Based upon the above we recommend approval of the attached resolutions this evening.

OUR PREMISE



LITTLEFIELD LIFELONG LEARNING ART AND CULTURE CENTER (305) - A CONTEMPORARY, COMMUNITY-LED ART SPACE

Building 305 will be a hub of activity for contemporary and community-led art practices. Geared towards interactive gallery experiences, where the public can walk into an artist's space and see a demonstration of their practice, or participate in an installation that is being installed, or join in on a drop-in family activity led by the artist-in-residence.

"In-Site" artists, chosen by guest curators and supported by the Fort Worden Partners, will represent the diversity of Fort Worden and the Olympic Peninsula--ranging from contemporary and traditional Indigenous practices, craft and trade practices of woodworking, fiber art, jewelry, and site-specific installations by artists pushing the boundaries of how we think of art. These artists will be recruited for their ability to engage the public through workshops, collaboration, performances and more. The North and South Galleries will be living, breathing, and inviting sites of discovery, where visitors not only connect with art - but they learn about history, ecology, and the nuances of the land upon which the building sits.

Fort Worden Partners like Northwind and Centrum will provide infrastructures and recruitment processes for bringing in community groups, curators, and artists who represent communities too-long made invisible or historically oppressed in the region. Building on the model of "residencies," 305 will aim to make space for these stories and talents to be a wellspring of creativity and new ways of thinking about art and place.

NORTHWIND ART FIBER ARTS - BUILDING 308

Northwind Art's fiber arts programs will engage and prepare individuals creatively and technically to express emotions, ideas, or inner visions by constructing art works from woven or non-woven fabrics and fibrous materials. Includes instruction in weaving techniques and loom operation; non-woven techniques such as knitting, coiling, netting, and crocheting; quilting; dyeing and pigmentation; printing and other finishing techniques; pattern design; tapestry; and personal style development. Northwind Art's Fiber program offers weekend, one- and two-week workshops for the beginner to advanced artist, taught by national and international practicing studio artists and legendary local faculty.

NORTHWIND ART CERAMICS - THE POWERHOUSE

Note: The Powerhouse is the only non-wood building on campus and critical for the equipment needed to host fire art programs. Northwind has been looking at a variety of ceramic artists to invite to teach special workshops in throughout the year. Each quarter of the year will have a visiting artist in addition to our ongoing instructors. Students sign up for regular, four week classes each month. In the first year, visiting artists are from the Northwest region.

Vision

Ceramics at NA is a vibrant learning community focused on clay: from basic skills to the latest in international ceramic arts, NACLAY reaches a diverse audience of enthusiastic artists and learners.

Mission

Ceramics at NA seeks to be a regional anchor for clay arts. Classes for youth and adults take place in a well-equipped studio with outstanding educators. With local and guest educators, artists in residence, and internships, NACLAY builds a thriving, inclusive atmosphere for learning and making ceramic art. Ceramics at NA invites community participation through classes, lectures, slideshows, online instruction and exhibits. Content covers a wide range of historic and contemporary ceramic arts.

Facilities

- Building: Former PT School of Woodworking, The Pumphouse
- Kiln area
- Wheel throwing area
- Hand-building area
- Glaze mixing/Storage area
- Clay Wedging tables
- Storage and reclamation area for clay (start with packaged clay and eventually create a clay mixing area)

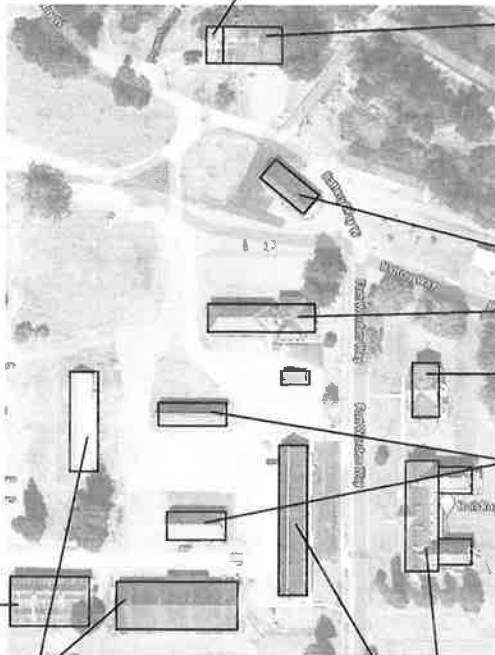
Equipment

- 2 electric kilns
- 1 gas fired high fire kiln
- 1 raku kiln (Outdoor area)
- 12 wheels
- slab roller
- Extruder
- 6-8 canvas covered tables, 4' x 8'
- 12-20 Rolling storage racks
- A separate area with table and racks for residents
- 8 metal trash cans for raku reduction

JANUARY

RAINSHADOW RECORDING

- Non-profit, Artist-in-Residence, and commercial recording projects,
- Monthly live concert series,
- Support of Centrum youth programs and Hip Hop Residency with MPoP.



NORTHWIND ART CERAMICS CENTER

- Visiting Artist: Kristina Batiste (pottery)
- One day workshop and evening seminar
- Every Friday and Sunday: open studio for anyone who is signed up for a class
- Monday and Wednesday Mornings & Afternoons - Adult Beginning & Intermediate Pottery
- Tuesday and Thursday Mornings - Hand building
- Tuesday and Thursday Afternoons - Sculpture
- First Tuesday of the month, 6-9 pm "Intro to Clay" all ages
- Wednesdays and Fridays Teen after school drop in, 4-6 p.m. Ages 13-18, Instruction provided
- Thursday evening twice a month, 7-9 p.m. Ceramics seminar, weekly slide and lecture series.
- Saturdays will host youth classes, ages 5-8 in the morning, Ages 9-12 in the afternoon.
- Last Saturday of the month is for outdoor Raku Firing.

COPPER CANYON PRESS

- Editing, publishing, online readings and workshops.

MADRONA MINDBODY | CENTRUM

- Weekly wellness, yoga, conscious dance, senior fitness, spin, mindful movement, and movement arts classes,
- Movement arts Centrum artist residencies turn-key Creative Partner broadcast studios,

CENTRUM ART STUDIOS | CORVIDAE PRESS

- Volunteer-run 24/7 printing press facilities,
- Daily Artist-in-Residence studios for individual and small group residencies,
- Occasional art classrooms for Centrum youth programs.

NORTHWIND ART FIBER ARTS & CLASSROOM CENTER

- **Fiber Arts Center** (308)
- Nuno Felting with Donna Lark, January 5-7.
- Visible Mending with David Owen Hastings, January 9-10.
- Silk Scarf Painting with Diane Wheatley, January 15.
- Hitomezashi: Woven Patterns 2- Layering Colors - Shibaguyz Sashiko Series, January 19-20.
- Sundays are open studio for anyone who is signed up for a class.
- Monitored Teen Studio, 2nd Friday of month.

• **Administration and Workshop Center** (306)

- Paint Your Palate: Paint Your Partner, with Julie Read, January 3.
- Illustrating Picture Books with Dana Sullivan, January 7-February 11.
- Beginning Oil Painting with Chris Witkowski, January 10-31.
- Lyrical Landscapes with Nina Bindi, January 11.
- Photography and the Wabi-Sabi Aesthetic with Ginny Banks, January 14-February 11.
- Lightroom Basics with Allan Jones, January 18.
- Earth Colors with Chris Witkowski, January 19.
- Hands & Feet with Rick Myers, January 18-19.
- Make It Abstract with Meg Kaczyk, January 21-23.
- Watercolor with Suzanne Lamon, January 22-February 19.
- Still Lives in Acrylics with Julie Read, January 25-26.
- Monoprint Mixed Media Collage with Anne Schneider, January 30-31.

LITTLEFIELD LIFELONG LEARNING ART AND CULTURE CENTER (305)

- "In-Site" month-long Indigenous artist-in-residence Open Studio & Workshops (ex. Chris Pappan) [North Studio] in collaboration with Centrum, Northwind Art, and Port Townsend School of Woodworking.
- Chimacum Ridge Exhibition, Open Studio, and Workshops [South Gallery] in collaboration with the Jefferson Land Trust and Jefferson County Historical Society (First Quarter).
- Month-long Indigenous community show - Local Tribal Curator/s [Hallway Gallery] coordinated by Centrum and Northwind Art.
- Daily shared community access use of North Classroom.
- Volunteer concierge console at East entrance (staffed by Centrum, KPTZ, and Northwind volunteers).
- Daily public access radio programming by KPTZ in North basement area.
- KPTZ reception in the 305 South Gallery for KPTZ's Inclusion Radio program.
- Monthly public live performances, readings, and radio broadcasts from South exhibition hall and back deck coordinated by KPTZ, Rainshadow, Northwind, and Centrum.
- Public-facing ADA-accessible arts administration (Centrum box office/registrar/information) [South classroom].
- Centrum administrative and facilities support functions in non-ADA accessible attic workspace.

PUBLIC ACCESS CONFERENCE AND PROGRAMMING SUPPORT (204)

- Daily community access use of first and second floors of 204 to support conference center functions and lifelong learning programs of Partner organizations (ongoing).
- Shared governance and administrative model among PDA, Hospitality, and Centrum (TBD).
- Possible limited administrative support services for Hospitality, PDA, and/or Centrum (TBD).

PORT TOWNSEND SCHOOL OF WOODWORKING

- **Administration and Classroom Center** (324).
- Weekly weekend woodworking course.
- Small tool workshop for yearly woodworking programs.
- Intro to woodworking youth programming.
- Regular classes: Traditional Finishes, Hand Tool Heaven, Intro to Joinery, Woodturning, etc.
- Monthly open studio/bench opportunities for local craftspeople.

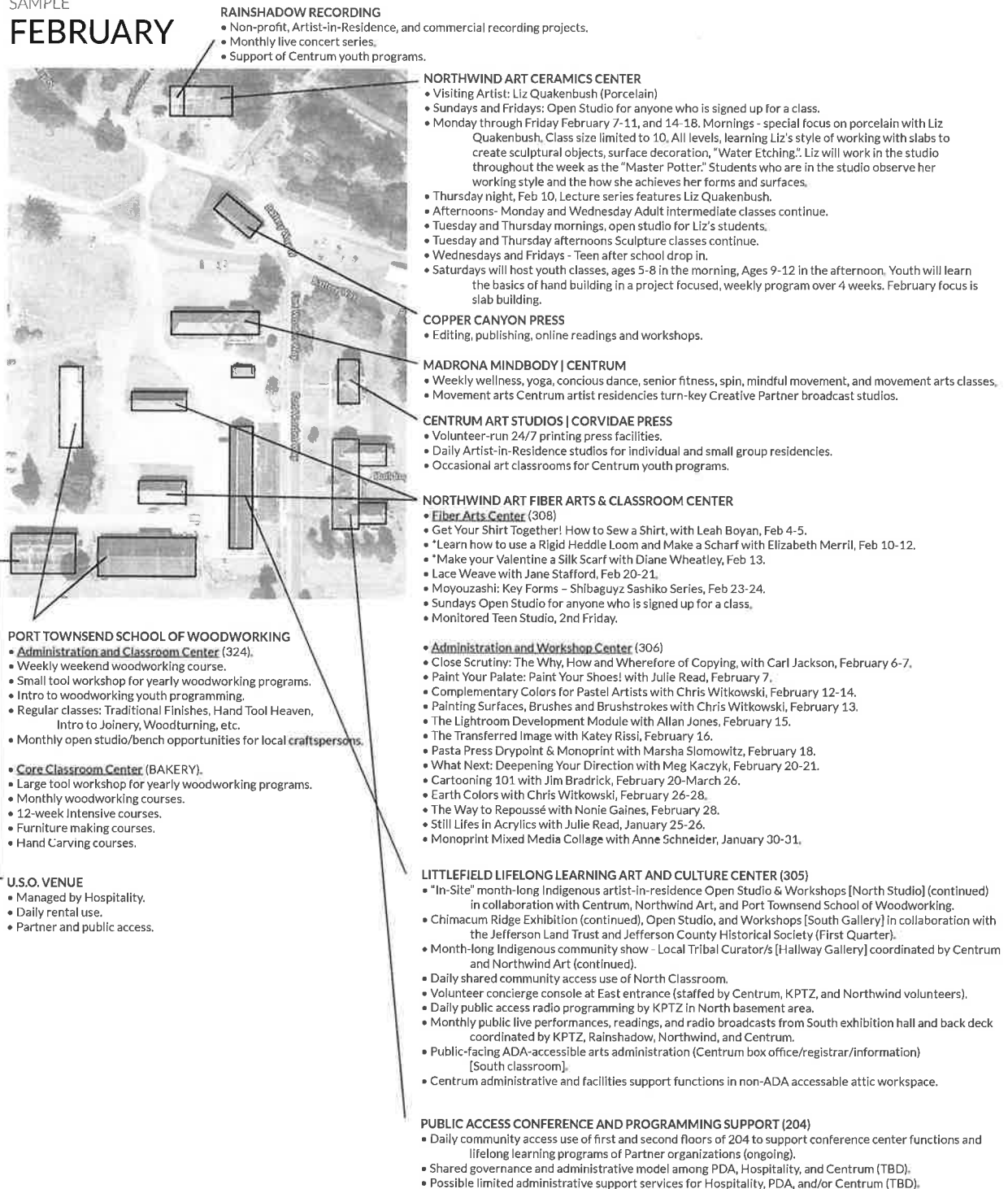
• **Core Classroom Center** (BAKERY).

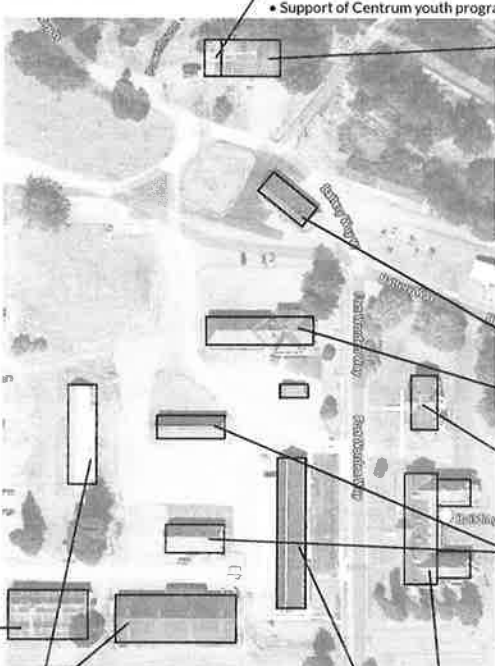
- Large tool workshop for yearly woodworking programs.
- Monthly woodworking courses.
- 12-week Intensive courses.
- Furniture making courses.
- Hand Carving courses.

U.S.O. VENUE

- Managed by Hospitality.
- Daily rental use.
- Partner and public access.

FEBRUARY



**RAINSHADOW RECORDING**

- Non-profit, Artist-in-Residence, and commercial recording projects.
- Monthly live concert series.
- Support of Centrum youth programs.

NORTHWIND ART CERAMICS CENTER

- Sundays and Fridays: Open Studio for anyone who is signed up for a class.
- Monday and Wednesday Mornings & Afternoons - Adult Beginning & Intermediate Pottery: wheel throwing and glazing.
- Tuesday and Thursday Mornings - Hand building.
- Tuesday and Thursday Afternoons - Sculpture.
- First Tuesday of the month, 6-9 pm "Intro to Clay" all ages. Guided class that provides first time experiences in clay. Parents can bring children and learn along-side, teens can come on their own, and adults are welcome. Instruction provided.
- Wednesdays and Fridays Teen after school drop in, 4-6 p.m. Ages 13-18, Instruction provided.
- Thursday evening twice a month, 7-9 p.m. Ceramics seminar, weekly slide and lecture series. Open to the whole community.
- Saturdays will host youth classes, ages 5-8 in the morning, Ages 9-12 in the afternoon. Youth will learn the basics of hand building in a project focused, March focus is coil pots.
- Last Saturday of the month is for outdoor Raku Firing.

COPPER CANYON PRESS

- Editing, publishing, online readings and workshops.

MADRONA MINDBODY | CENTRUM

- Weekly wellness, yoga, conscious dance, senior fitness, spin, mindful movement, and movement arts classes.
- Movement arts Centrum artist residencies turn-key Creative Partner broadcast studios.

CENTRUM ART STUDIOS | CORVIDAE PRESS

- Volunteer-run 24/7 printing press facilities.
- Daily Artist-in-Residence studios for individual and small group residencies.
- Occasional art classrooms for Centrum youth programs.

NORTHWIND ART FIBER ARTS & CLASSROOM CENTER

- **Fiber Arts Center** (308)
 - Slow Sticking with Shelly Szama, March 5-6.
 - Indigo Dyeing in Japan with David Owen Hastings, March 10-11.
 - Introduction to Felted Hat Making with Donna Lark, March 17-18.
 - The Stitched Image with Joetta Maue, March 20-21.
 - Sundays are open studio for anyone who is signed up for a class.
 - Monitored Teen Studio, 2nd Friday.
- **Administration and Workshop Center** (306)
 - Paint Your Palate: Spring Delight Bouquet with Julie Read, March 1.
 - Fine Art Photography with Ginny Banks, March 3-31.
 - Drawing Fundamentals: Level Two with Nonie Gaines, March 3-April 7.
 - Learn to Paint Using Acrylics with Julie Read, March 4-April 8.
 - Paint Your Palate: Paint A Pet with Julie Read, March 6.
 - Pointed Pen Calligraphy for Intermediates with Lindsey Wayland, March 7, 14, 21.
 - Wipeout Technique in Oils with Chris Witkowski, March 9, 16, 23.
 - Acrylic Pouring with Ginny King, March 13.
 - Pointed Pen Calligraphy for the Curious Beginner with Lindsey Wayland, March 14.
 - Landscapes in Acrylics with Julie Read, March 21-22.
 - Travel Journal Sketching with Darsie Beck, March 28-29.
 - Acrylic Mixed-Media for New & Emerging Artists with Kathy Constantine, March 29-31.

PORT TOWNSEND SCHOOL OF WOODWORKING

- **Administration and Classroom Center** (324).
- Weekly weekend woodworking course.
- Small tool workshop for yearly woodworking programs.
- Intro to woodworking youth programming.
- Regular classes: Traditional Finishes, Hand Tool Heaven, Intro to Joinery, Woodturning, etc.
- Monthly open studio/bench opportunities for local craftspeople.
- **Core Classroom Center** (BAKERY).
- Large tool workshop for yearly woodworking programs.
- Monthly woodworking courses.
- 12-week intensive courses.
- Furniture making courses.
- Hand Carving courses.

U.S.O. VENUE

- Managed by Hospitality.
- Daily rental use.
- Partner and public access.

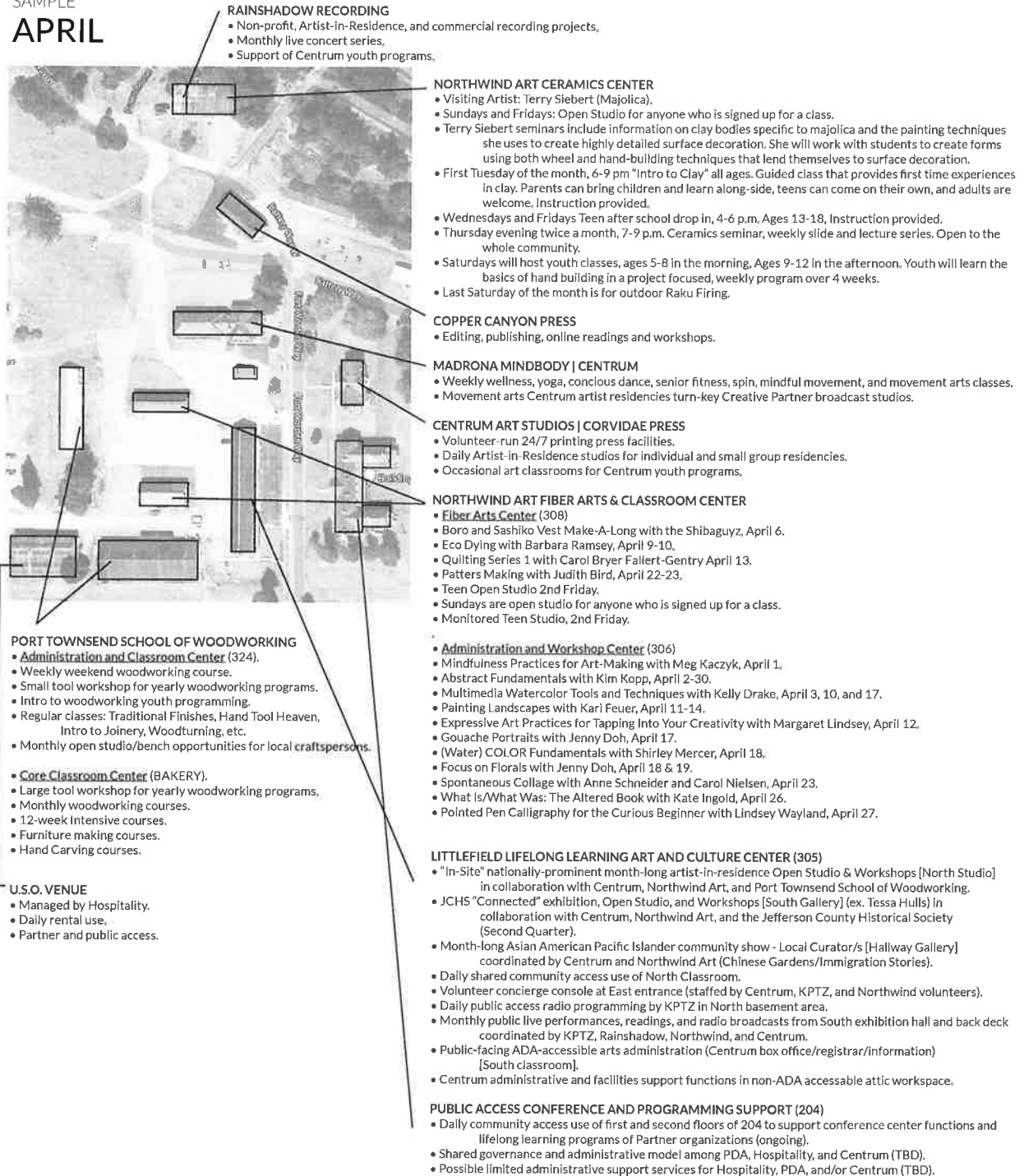
LITTLEFIELD LIFELONG LEARNING ART AND CULTURE CENTER (305)

- "In-Site" month-long Indigenous artist-in-residence Open Studio & Workshops [North Studio] (continued) in collaboration with Centrum, Northwind Art, and Port Townsend School of Woodworking.
- Chimacum Ridge Exhibition (continued), Open Studio, and Workshops [South Gallery] in collaboration with the Jefferson Land Trust and Jefferson County Historical Society (First Quarter).
- Month-long Indigenous community show - Local Tribal Curator/s [Hallway Gallery] coordinated by Centrum and Northwind Art.
- Daily community access use of North Classroom.
- Volunteer concierge console at East entrance (staffed by Centrum, KPTZ, and Northwind volunteers).
- Daily shared public access radio programming by KPTZ in North basement area.
- Monthly public live performances, readings, and radio broadcasts from South exhibition hall and back deck coordinated by KPTZ, Rainshadow, Northwind, and Centrum.
- Public-facing ADA-accessible arts administration (Centrum box office/registrar/information) [South classroom].
- Centrum administrative and facilities support functions in non-ADA accessible attic workspace.

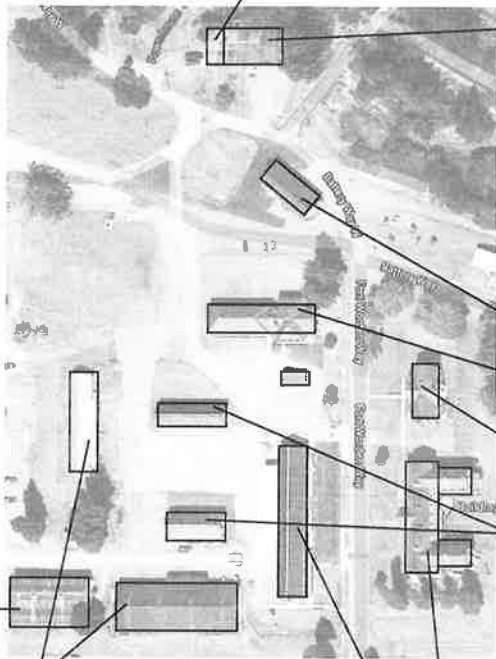
PUBLIC ACCESS CONFERENCE AND PROGRAMMING SUPPORT (204)

- Daily community access use of first and second floors of 204 to support conference center functions and lifelong learning programs of Partner organizations (ongoing).
- Shared governance and administrative model among PDA, Hospitality, and Centrum (TBD).
- Possible limited administrative support services for Hospitality, PDA, and/or Centrum (TBD).

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APRIL



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RAINSHADOW RECORDING

- Non-profit, Artist-in-Residence, and commercial recording projects.
- Monthly live concert series.
- Support of Centrum youth programs.

NORTHWIND ART CERAMICS CENTER

- Sundays and Fridays: Open Studio for anyone who is signed up for a class.
- Monday and Wednesday Mornings & Afternoons - Adult Beginning & Intermediate Pottery: wheel throwing and glazing.
- Tuesday and Thursday Mornings - Hand building.
- Tuesday and Thursday Afternoons - Sculpture.
- First Tuesday of the month, 6-9 pm "Intro to Clay" all ages. Guided class that provides first time experiences in clay. Parents can bring children and learn along-side, teens can come on their own, and adults are welcome. Instruction provided.
- Wednesdays and Fridays Teen after school drop in, 4-6 p.m. Ages 13-18, Instruction provided.
- Thursday evening twice a month, 7-9 p.m. Ceramics seminar, weekly slide and lecture series. Open to the whole community.
- Saturdays will host youth classes, ages 5-8 in the morning, Ages 9-12 in the afternoon, Youth will learn the basics of hand building in a project focused, weekly program over 4 weeks.
- The last weekend in May is Memorial Day weekend-studio closed.

COPPER CANYON PRESS

- Editing, publishing, online readings and workshops.

MADRONA MINDBODY | CENTRUM

- Weekly wellness, yoga, conscious dance, senior fitness, spin, mindful movement, and movement arts classes.
- Movement arts Centrum artist residencies turn-key Creative Partner broadcast studios.

CENTRUM ART STUDIOS | CORVIDAE PRESS

- Volunteer-run 24/7 printing press facilities.
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- Occasional art classrooms for Centrum youth programs.

NORTHWIND ART FIBER ARTS & CLASSROOM CENTER

- **Fiber Arts Center** (308)
 - Stitched Paper Collage with David Owen Hastings, May 12.
 - Natural Dyes & Earth Pigments with Kenya Miles, May 25-30.
 - Introduction to Weaving with Amy Putansu, May 30-June 4.
 - Sundays are open studio for anyone who is signed up for a class.
 - Monitored Teen Studio, 2nd Friday.
- **Administration and Workshop Center** (306)
 - Fundamental Drawing: Level One with Nonie Gaines, May 1.
 - Create a Magpie Talisman with Kathy Van Kleeck, May 2 & 3.
 - Paint Your Palate: Fox In the Forest with Julie Read, May 3.
 - Painting with Encaustic: A Workshop with Willow Bader, May 7-10.
 - Pointed Pen Calligraphy for Intermediates with Lindsey Wayland, May 9, 16, 23.
 - Painted Collagraphs with Erika Bass, May 11 & 12.
 - The Naturalist's Notebook with Frances Cannon, May 13.
 - Make Joy, Not Mess with Water Soluble Oils with Nonie Gaines, May 16 & 17.
 - Paint from Poems with Meg Kaczyk, May 20 & 21.
 - Confluence: Guiding Poetry into Visual Art with Rebecca Wild and Kate Reavey, May 27 - 28.
 - Make It Abstract with Meg Kaczyk, May 29.
 - Make It & Take It! Inspiration and Expression in Batik with Melissa Bixby, May 31.

LITTLEFIELD LIFELONG LEARNING ART AND CULTURE CENTER (305)

- "In-Site" nationally-prominent month-long artist-in-residence Open Studio & Workshops [North Studio] in collaboration with Centrum, Northwind Art, and Port Townsend School of Woodworking.
- JCHS "Connected" exhibition (continued), Open Studio, and Workshops [South Gallery] (ex. Tessa Hulls) in collaboration with Centrum, Northwind Art, and the Jefferson County Historical Society (Second Quarter).
- Month-long Asian American Pacific Islander community show - Local Curator/s [Hallway Gallery] (continued) coordinated by Centrum and Northwind Art (Chinese Gardens/Immigration Stories).
- Daily community access use of North Classroom.
- Volunteer concierge console at East entrance (staffed by Centrum, KPTZ, and Northwind volunteers).
- Daily shared public access radio programming by KPTZ in North basement area.
- Monthly public live performances, readings, and radio broadcasts from South exhibition hall and back deck coordinated by KPTZ, Rainshadow, Northwind, and Centrum.
- Public-facing ADA-accessible arts administration (Centrum box office/registrar/information) [South classroom].
- Centrum administrative and facilities support functions in non-ADA accessible attic workspace.

PUBLIC ACCESS CONFERENCE AND PROGRAMMING SUPPORT (204)

- Daily community access use of first and second floors of 204 to support conference center functions and lifelong learning programs of Partner organizations (ongoing).
- Shared governance and administrative model among PDA, Hospitality, and Centrum (TBD).
- Possible limited administrative support services for Hospitality, PDA, and/or Centrum (TBD).

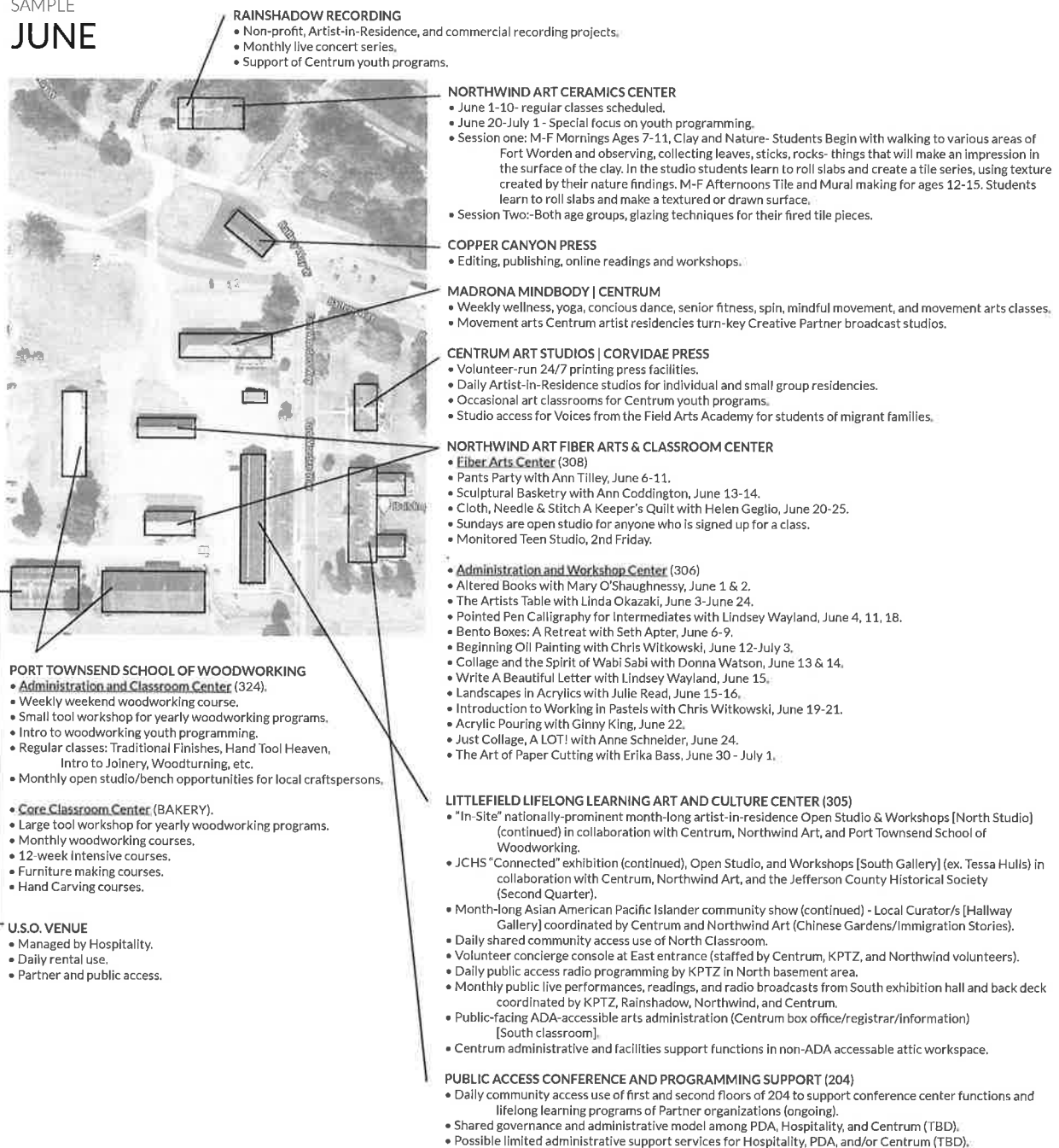
PORT TOWNSEND SCHOOL OF WOODWORKING

- **Administration and Classroom Center** (324).
 - Weekly weekend woodworking course.
 - Small tool workshop for yearly woodworking programs.
 - Intro to woodworking youth programming.
 - Regular classes: Traditional Finishes, Hand Tool Heaven, Intro to Joinery, Woodturning, etc.
 - Monthly open studio/bench opportunities for local craftspersons.
- **Core Classroom Center** (BAKERY).
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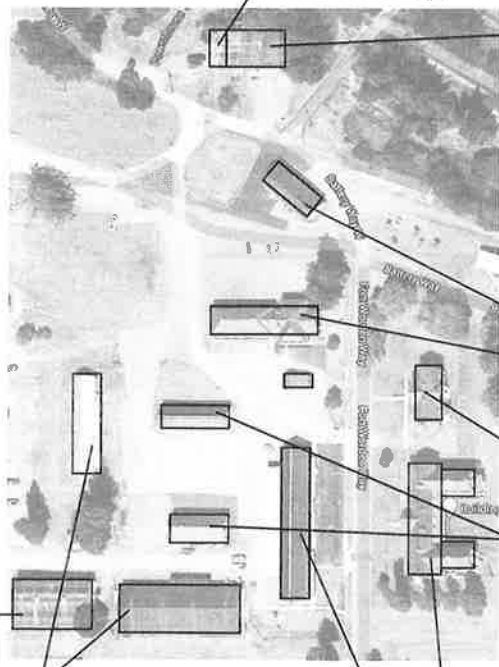
U.S.O. VENUE

- Managed by Hospitality.
- Daily rental use.
- Partner and public access.

SAMPLE JUNE



SAMPLE
JULY



RAINSHADOW RECORDING

- Non-profit, Artist-in-Residence, and commercial recording projects.
- Monthly live concert series.
- Jazz-in-the-Clubs venue.

NORTHWIND ART CERAMICS CENTER

- Week of July 4 studio closed for cleaning and re-boot
- Second half of July is dedicated to tile making for all ages
- Sundays and Fridays: Open Studio for anyone who is signed up for a class.
- Monday and Wednesday Mornings & Afternoons - Adult Beginning & Intermediate Pottery: wheel throwing and glazing.
- First Tuesday of the month, 6-9 pm "Intro to Clay" all ages. Guided class that provides first time experiences in clay. Parents can bring children and learn along-side, teens can come on their own, and adults are welcome. Instruction provided.
- Wednesdays and Fridays Teen after school drop in, 4-6 p.m. Ages 13-18, Instruction provided.
- Thursday evening twice a month, 7-9 p.m. Ceramics seminar, weekly slide and lecture series. Open to the whole community.

COPPER CANYON PRESS

- Editing, publishing, online readings and workshops.

MADRONA MINDBODY | CENTRUM

- Weekly wellness, yoga, conscious dance, senior fitness, spin, mindful movement, and movement arts classes.
- Movement arts Centrum artist residencies turn-key Creative Partner broadcast studios.
- Jazz-in-the-Clubs venue/s.

CENTRUM ART STUDIOS | CORVIDAE PRESS

- Volunteer-run 24/7 printing press facilities.
- Daily Artist-in-Residence studios for individual and small group residencies.
- Broadcast center for distance-learning during all summer workshops.

NORTHWIND ART FIBER ARTS & CLASSROOM CENTER

- **Fiber Arts Center (308)**
 - Natural Dyes & Earth Pigments with Kenya Miles, July 25-30.
 - Indigo Dyeing in Japan with David Owen Hastings, July 7.
 - The Stitched Image with Joetta Maue, July 18-23.
 - Visible Mending with David Owen Hastings, July 22.
 - Silk Scarf Painting with Diane Wheatley, July 23.
 - Sundays are open studio for anyone who is signed up for a class.
 - Monitored Teen Studio, 2nd Friday.
 - Youth Summer Programs TBD.
- **Administration and Workshop Center (306)**
 - Paint Your Palate: Folk Art Portraits of a Loved One with Julie Read, July 5.
 - Ways to Inspiration with Meg Kaczyk, July 10 & 11.
 - Light & Color in Landscape Painting (Oils) with Stephanie Johnson, July 11-12.
 - Drawing Fundamentals: Level One with Nonie Gaines, July 13 & 14.
 - Walk in the Woods Plein Air Watercolor & Sketching with Linda Okazaki, July 15-19.
 - Make It Abstract with Meg Kaczyk, July 16-18.
 - Brushstroke Calligraphy for the Curious Beginner with Lindsey Wayland, July 20.
 - Pointed Pen Calligraphy for the Curious Beginner with Lindsey Wayland, July 21.
 - Kaleidoscope from the Sea with Shelby Silver, July 22.
 - Wet & Wild! Paint Vibrant Water Scenes in Brilliant Color with Julie Gilbert Pollard, July 25-28.
 - Creating Abstract Art in Mixed Media with Anne Schneider, July 30.
 - Cardboard Creations: Wearable Armor Art with Michele Soderstrom & Margie McDonald, July 26-29.

PORT TOWNSEND SCHOOL OF WOODWORKING

- **Administration and Classroom Center (324).**
 - Weekly weekend woodworking course.
 - Small tool workshop for yearly woodworking programs.
 - Intro to woodworking youth programming.
 - Regular classes: Traditional Finishes, Hand Tool Heaven, Intro to Joinery, Woodturning, etc.
 - Monthly open studio/bench opportunities for local craftspeople.
- **Core Classroom Center (BAKERY).**
 - Large tool workshop for yearly woodworking programs.
 - Monthly woodworking courses.
 - 12-week Intensive courses.
 - Furniture making courses.
 - Hand Carving courses.

U.S.O. VENUE

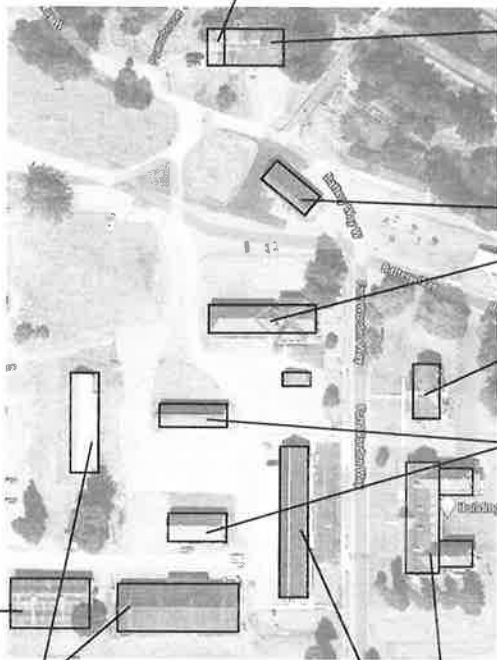
- Managed by Hospitality.
- Daily rental use.
- Partner and public access.
- Jazz-in-the-Clubs venue.

LITTLEFIELD LIFELONG LEARNING ART AND CULTURE CENTER (305)

- Back porch Centrum Free Fridays showcase concerts every Friday at Noon with Open Studios in the Square.
- Community Art Market & Showcase featuring Jewelry/Ceramics/Fiber [North Studio] in collaboration with Centrum and Northwind Art.
- Northwind "In-Site" artist-in-residence studio/exhibition [South Gallery] (Third Quarter).
- Month-long BIPOC community show - Local Curator/s [Hallway Gallery] coordinated by Centrum and Northwind Art (possibly connected to the roots of jazz, blues, and fiddle traditions).
- Daily community access use of North Classroom.
- Volunteer concierge console at East entrance (staffed by Centrum, KPTZ, and Northwind volunteers).
- Daily shared public access radio programming by KPTZ in North basement area.
- Monthly public live performances, readings, and radio broadcasts from South exhibition hall and back deck coordinated by KPTZ, Rainshadow, Northwind, and Centrum.
- Public-facing ADA-accessible arts administration (Centrum box office/registrar/information) [South classroom].
- Centrum administrative and facilities support functions in non-ADA accessible attic workspace.

PUBLIC ACCESS CONFERENCE AND PROGRAMMING SUPPORT (204)

- Daily community access use of first and second floors of 204 to support conference center functions and lifelong learning programs of Partner organizations (ongoing).
- Central hub for Fiddle Tunes, Writing, and Jazz Centrum workshops.
- Jazz-in-the-Clubs venues.
- Shared governance and administrative model among PDA, Hospitality, and Centrum (TBD).
- Possible limited administrative support services for Hospitality, PDA, and/or Centrum (TBD).



RAINSHADOW RECORDING

- Non-profit, Artist-in-Residence, and commercial recording projects.
- Monthly live concert series.
- Blues-in-the-Clubs venue.

NORTHWIND ART CERAMICS CENTER

- Visiting Artist: George Rodriguez (Large-scale ceramic sculpture)
- Sundays and Fridays: Open Studio for anyone who is signed up for a class.
- George Rodriguez seminars - open to the public.
- Thursday evening twice a month, 7-9 p.m. Ceramics seminar, weekly slide and lecture series, Open to the whole community.
- Last Saturday of the month is for outdoor Raku Firing.
- Inventory and school-year preparation.

COPPER CANYON PRESS

- Editing, publishing, online readings and workshops.

MADRONA MINDBODY | CENTRUM

- Weekly wellness, yoga, conscious dance, senior fitness, spin, mindful movement, and movement arts classes.
- Movement arts Centrum artist residencies turn-key Creative Partner broadcast studios.
- Blues-in-the-Clubs venue/s.

CENTRUM ART STUDIOS | CORVIAE PRESS

- Volunteer-run 24/7 printing press facilities.
- Daily Artist-in-Residence studios for individual and small group residencies.
- Broadcast center for distance-learning during all summer workshops.

NORTHWIND ART FIBER ARTS & CLASSROOM CENTER

- **Fiber Arts Center** (308)
 - Flights Of Floral Fancy with Katherine Diuguid, August 8-13.
 - Collage & Construction Explore Fabric Embellishment & Natural Dyes with Laura Mongioli, August 1-6.
 - Sweetgrass Basket Weaving with Lynette Youson, August 15-20.
 - Sundays are open studio for anyone who is signed up for a class.
 - Monitored Teen Studio, 2nd Friday.
 - Youth Summer Programs TBD.
- **Administration and Workshop Center** (306)
 - Painting from Poems with Meg Kaczky, August 3-4.
 - Organizing Your Photos with Lightroom Classic with Allan Jones, August 8-9.
 - Cover Art: Creating a Painted Cover for Comics, Books or Graphic Novels with Justin Rueff, August 9-12.
 - Creativity for Consciousness: Authentic Inquiry Through Creative Process with Margaret Lindsey, August 10.
 - Drawing Basics for Beginners (and Even the More Experienced) with Carl Jackson, August 10 - 12.
 - Beeswax Collage with Victoria Foster Harrison, August 12.
 - Learn to Paint Using Acrylics with Julie Read, August 14-September 18.
 - Color + Design with Mark Eanes, August 16-18.
 - Mindfulness Practices for Art-Making with Meg Kaczky, August 17.
 - Travel Journal Sketching with Darsie Beck, August 19-20.
 - Taking the Next Step with Acrylic Mixed Media: The Artist and the Coach Working Together, August 22-Sept 8.
 - Adventures in Ink with Erika Bass, August 23-Sept 10.
 - Lush Garden Open Air Watercolor Painting and Drawing with Linda Okazaki, August 24.
 - Seeing and the Three Kinds of Memory with Carl Jackson, August 25 & 26.
 - Graphic Novels and Comix for Teens with Dana Sullivan, August 24-August 27.

PORT TOWNSEND SCHOOL OF WOODWORKING

- **Administration and Classroom Center** (324).
 - Weekly weekend woodworking course.
 - Small tool workshop for yearly woodworking programs.
 - Intro to woodworking youth programming.
 - Regular classes: Traditional Finishes, Hand Tool Heaven, Intro to Joinery, Woodturning, etc.
 - Monthly open studio/bench opportunities for local craftspeople.
- **Core Classroom Center** (BAKERY).
 - Large tool workshop for yearly woodworking programs.
 - Monthly woodworking courses.
 - 12-week Intensive courses.
 - Furniture making courses.
 - Hand Carving courses.

U.S.O. VENUE

- Managed by Hospitality.
- Daily rental use.
- Partner and public access.
- Blues-in-the-Clubs venue.

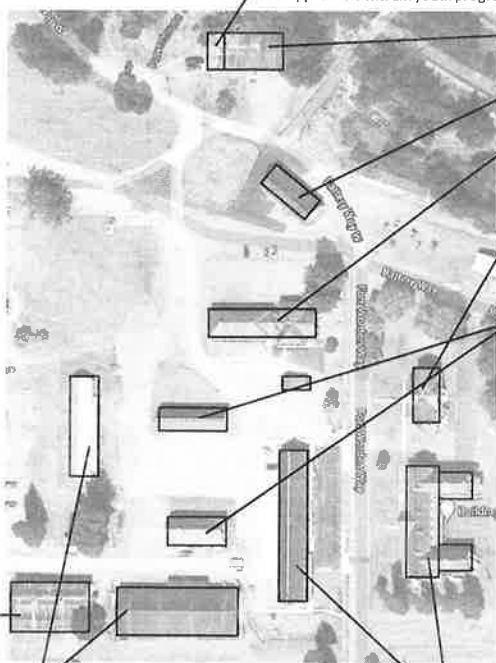
LITTLEFIELD LIFELONG LEARNING ART AND CULTURE CENTER (305)

- Back porch Centrum Free Fridays showcase concert first Friday at Noon with Open Studios in the Square.
- Community Art Market & Showcase featuring Jewelry/Ceramics/Fiber [North Studio] (continued) in collaboration with Centrum and Northwind Art.
- Northwind "In-Site" artist-in-residence studio/exhibition (continued) [South Gallery] (Third Quarter).
- Month-long BIPOC community show (continued) - Local Curator/s [Hallway Gallery] coordinated by Centrum and Northwind Art (possibly connected to the roots of jazz, blues, and fiddle traditions).
- Daily shared community access use of North Classroom.
- Volunteer concierge console at East entrance (staffed by Centrum, KPTZ, and Northwind volunteers).
- Daily public access radio programming by KPTZ in North basement area.
- Monthly public live performances, readings, and radio broadcasts from South exhibition hall and back deck coordinated by KPTZ, Rainshadow, Northwind, and Centrum.
- Public-facing ADA-accessible arts administration (Centrum box office/registrar/information) [South classroom].
- Centrum administrative and facilities support functions in non-ADA accessible attic workspace.

PUBLIC ACCESS CONFERENCE AND PROGRAMMING SUPPORT (204)

- Daily community access use of first and second floors of 204 to support conference center functions and lifelong learning programs of Partner organizations (ongoing).
- Central hub for Blues Centrum workshop.
- Blues-in-the-Clubs venue/s.
- Shared governance and administrative model among PDA, Hospitality, and Centrum (TBD).
- Possible limited administrative support services for Hospitality, PDA, and/or Centrum (TBD).

SEPTEMBER



RAINSHADOW RECORDING

- Non-profit, Artist-in-Residence, and commercial recording projects.
- Monthly live concert series.
- Support of Centrum youth programs.

NORTHWIND ART CERAMICS CENTER

- Ceramics Center dedicated to Centrum Artists-in-Residence for month of September.

COPPER CANYON PRESS

- Editing, publishing, online readings and workshops.

MADRONA MINDBODY | CENTRUM

- Weekly wellness, yoga, conscious dance, senior fitness, spin, mindful movement, and movement arts classes.
- Movement arts Centrum artist residencies turn-key Creative Partner broadcast studios.

CENTRUM ART STUDIOS | CORVIDAE PRESS

- Volunteer-run 24/7 printing press facilities.
- Daily Artist-in-Residence studios for individual and small group residencies.

NORTHWIND ART FIBER ARTS & CLASSROOM CENTER

- **Fiber Arts Center** (308)
 - Applied Color Theory for Quilters: A One-day Workshop with Barbara Ramsey, September 1.
 - Creating Pattern on Textiles with Cyanotype with Katey Rissi, September 5.
 - Traditional Yoruba Batik with Gasali Adeyemo, September 10-15.
 - Silk Scarf Painting with Diane Wheatley, September 13.
 - Tie-Dye With Indigo with Adire Eleko, September 17-22.
 - Radical Repair Workshop with Julie Gartrell, September 24-29.
 - Sundays are open studio for anyone who is signed up for a class.
 - Monitored Teen Studio, 2nd Friday.

• **Administration and Workshop Center** (306)

- Paint Your Palate: Paint A Pet with Julie Read, September 6.
- Fundamentals of Collage and Mixed Media with Anne Schneider, September 9 & 10.
- Techniques for Success in Watercolor with Shirley Mercer, September 12-October 3.
- Narrative Ideas & Practice Part Two with Ginny Banks, September 12-October 10.
- Drawing Fundamentals: Level Two with Nonie Gaines, September 14-15.
- Be In: Paint Out on the World Stage! A Plein Air Collaboration, September 21.
- Art Cloth: Surface Design with Ginny Kling, September 23-October 14.
- Bookbinding Basics with Taylor Hanigorsky, September 24-25.
- Mindfulness Practices for Art-Making with Meg Kaczyk, September 26-27.
- Maritime Sketching with Rick Myers, September 28-29.
- The Basics of Controlled Watercolor Painting with Marcy Gordon, September 28-29.

PORT TOWNSEND SCHOOL OF WOODWORKING

- **Administration and Classroom Center** (324).
- Weekly weekend woodworking course.
- Small tool workshop for yearly woodworking programs.
- Intro to woodworking youth programming.
- Regular classes: Traditional Finishes, Hand Tool Heaven, Intro to Joinery, Woodturning, etc.
- Monthly open studio/bench opportunities for local craftspersons.

• **Core Classroom Center** (BAKERY).

- Large tool workshop for yearly woodworking programs.
- Monthly woodworking courses.
- 12-week Intensive courses.
- Furniture making courses.
- Hand Carving courses.

U.S.O. VENUE

- Managed by Hospitality.
- Daily rental use.
- Partner and public access.

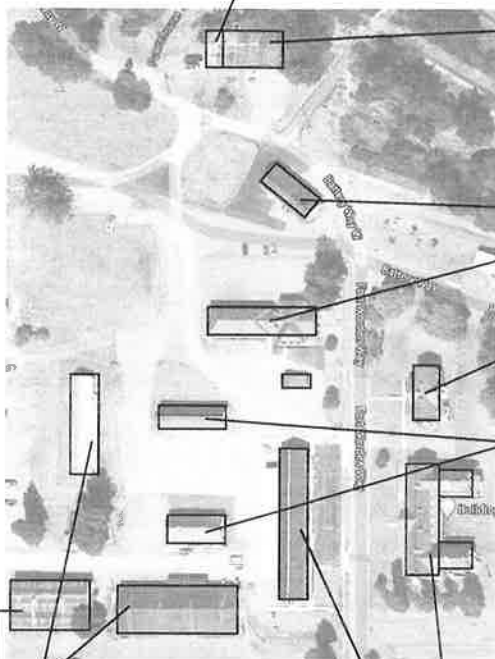
LITTLEFIELD LIFELONG LEARNING ART AND CULTURE CENTER (305)

- Community Art Market & Showcase featuring Jewelry/Ceramics/Fiber [North Studio] (continued) In collaboration with Centrum and Northwind Art.
- Northwind "In-Site" artist-in-residence studio/exhibition (continued) [South Gallery] (Third Quarter).
- Month-long BIPOC community show (continued) - Local Curator/s [Hallway Gallery] coordinated by Centrum and Northwind Art (possibly connected to the roots of jazz, blues, and fiddle traditions).
- Daily community access use of North Classroom.
- Volunteer concierge console at East entrance (staffed by Centrum, KPTZ, and Northwind volunteers).
- Daily shared public access radio programming by KPTZ in North basement area.
- Monthly public live performances, readings, and radio broadcasts from South exhibition hall and back deck coordinated by KPTZ, Rainshadow, Northwind, and Centrum.
- Public-facing ADA-accessible arts administration (Centrum box office/registrar/information) [South classroom].
- Centrum administrative and facilities support functions in non-ADA accessible attic workspace.

PUBLIC ACCESS CONFERENCE AND PROGRAMMING SUPPORT (204)

- Daily community access use of first and second floors of 204 to support conference center functions and lifelong learning programs of Partner organizations (ongoing).
- Shared governance and administrative model among PDA, Hospitality, and Centrum (TBD).
- Possible limited administrative support services for Hospitality, PDA, and/or Centrum (TBD).

SAMPLE OCTOBER



RAINSHADOW RECORDING

- Non-profit, Artist-in-Residence, and commercial recording projects.
- Monthly live concert series.
- Support of Centrum youth programs.

NORTHWIND ART CERAMICS CENTER

- Visiting Artist: Jim Romberg (Raku).
- Support for one Centrum Emerging Artist Resident (month long).
- Sundays and Fridays: Open Studio for anyone who is signed up for a class.
- Jim Romberg seminars - open to the public.
- Thursday evening twice a month, 7-9 p.m. Ceramics seminar, weekly slide and lecture series, Open to the whole community.
- Last Saturday of the month is for outdoor Raku Firing.

COPPER CANYON PRESS

- Editing, publishing, online readings and workshops.

MADRONA MINDBODY | CENTRUM

- Weekly wellness, yoga, conscious dance, senior fitness, spin, mindful movement, and movement arts classes.
- Movement arts Centrum artist residencies turn-key Creative Partner broadcast studios.

CENTRUM ART STUDIOS | CORVIDAE PRESS

- Volunteer-run 24/7 printing press facilities.
- Emerging Artist Residency program at Centrum (month long).

NORTHWIND ART FIBER ARTS & CLASSROOM CENTER

- **Fiber Arts Center** (308)
 - Support for one Centrum Emerging Artist Resident (month long).
 - Monoprinting Dye On Fabric with Ann Johnston, October 4-6.
 - Slow Stitching with Shelly Sazama, October 12-13.
 - Floatworks- An Introduction to Overshot Weaving with Jovencio De La Paz, October 24-29.
 - Designing the Surface with Jeanne Brady, October 15-22.
 - "Día Del Los Muertos Doll Making with Carla Garcia October 29 - November 3rd.
 - Sundays are open studio for anyone who is signed up for a class.
 - Monitored Teen Studio, 2nd Friday.
- **Administration and Workshop Center** (306)
 - Learning Good Values for Painters with Chris Witkowski, October 1-2.
 - Illustrating Picture Books with Dana Sullivan, October 1-November 5.
 - Using Adobe Lightroom to Improve Your Portfolio Images with Allan Jones, October 7, 10, 21, 24.
 - Fall Colors: Glazing & Masking with Watercolor with Maria Coryell-Martin, October 11-12.
 - Paint Your Palate: Halloween Cats! with Julie Read, October 11.
 - Shades of Fall: Exploring Watercolor with Maria Coryell-Martin, October 13 & 14.
 - Found Object Mythology- Creating Lore and Legends from the Everyday: A Workshop with Michael deMeng, October 17-19.
 - Drawing Basics: Seeing and the Three Kinds of Memory with Carl Jackson, October 21-22.
 - Intermediate Pastels with Chris Witkowski, October 22-23.
 - Abstract Seeing with Kim Kopp, October 24-25.
 - Drawing Portraits and the Skull with Rick Myers, October 26-27.
 - Atmospheric Landscapes with Maria Coryell-Martin, October 26.
 - Papier-Mache for Grown-Ups with Meg Kaczyk, October 29-November 19.
 - Acrylic Pouring with Ginny King, October 31.

PORT TOWNSEND SCHOOL OF WOODWORKING

- **Administration and Classroom Center** (324).
 - Weekly weekend woodworking course.
 - Small tool workshop for yearly woodworking programs.
 - Intro to woodworking youth programming.
 - Regular classes: Traditional Finishes, Hand Tool Heaven, Intro to Joinery, Woodturning, etc.
 - Monthly open studio/bench opportunities for local craftspeople.
- **Core Classroom Center** (BAKERY).
 - Large tool workshop for yearly woodworking programs.
 - Monthly woodworking courses.
 - 12-week Intensive courses.
 - Furniture making courses.
 - Hand Carving courses.

U.S.O. VENUE

- Managed by Hospitality.
- Daily rental use.
- Partner and public access.

LITTLEFIELD LIFELONG LEARNING ART AND CULTURE CENTER (305)

- Centrum Emerging Artist Residency workspace and studios [North Studio]
- Northwind "In-Site" juried three-week artist-in-residence studio/exhibition (continued) [South Gallery].
- Centrum "In-Site" one week Emerging Artist Residency Open Studio Tour [North & South Gallery].
- Local artists/makers Show and Sale [Hallway Gallery] coordinated by Northwind Art.
- Daily shared community access use of North Classroom.
- Volunteer concierge console at East entrance (staffed by Centrum, KPTZ, and Northwind volunteers).
- Daily public access radio programming by KPTZ in North basement area.
- Monthly public live performances, readings, and radio broadcasts from South exhibition hall and back deck coordinated by KPTZ, Rainshadow, Northwind, and Centrum.
- Public-facing ADA-accessible arts administration (Centrum box office/registrar/information) [South classroom].
- Centrum administrative and facilities support functions in non-ADA accessible attic workspace.

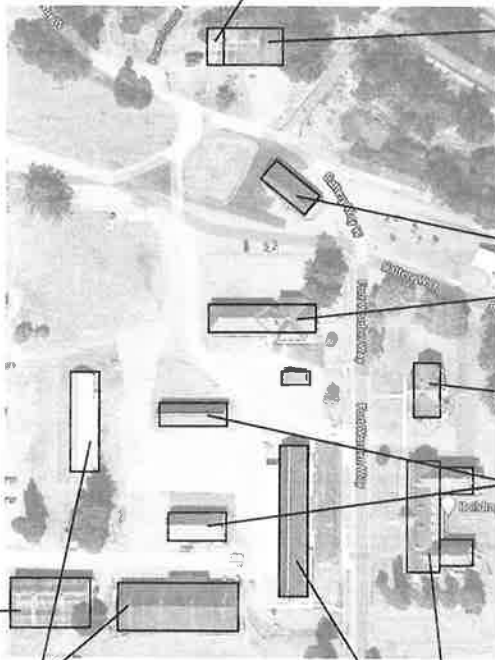
PUBLIC ACCESS CONFERENCE AND PROGRAMMING SUPPORT (204)

- Daily community access use of first and second floors of 204 to support conference center functions and lifelong learning programs of Partner organizations (ongoing).
- Shared governance and administrative model among PDA, Hospitality, and Centrum (TBD).
- Possible limited administrative support services for Hospitality, PDA, and/or Centrum (TBD).

NOVEMBER

RAINSHADOW RECORDING

- Non-profit, Artist-in-Residence, and commercial recording projects.
- Monthly live concert series.



NORTHWIND ART CERAMICS CENTER

- Visiting Artists: Soda Ash Firing from FinnRiver with Jeff Horwath.
- Sundays and Fridays: Open Studio for anyone who is signed up for a class.
- Monday and Wednesday Mornings & Afternoons - Adult Beginning & Intermediate Pottery: wheel throwing and glazing.
- First Tuesday of the month, 6-9 pm "Intro to Clay" all ages. Guided class that provides first time experiences in clay. Parents can bring children and learn along-side, teens can come on their own, and adults are welcome. Instruction provided.
- Wednesdays and Fridays Teen after school drop in, 4-6 p.m., Ages 13-18, instruction provided.
- Thursday evening twice a month, 7-9 p.m. Ceramics seminar, weekly slide and lecture series. Open to the whole community.

COPPER CANYON PRESS

- Editing, publishing, online readings and workshops.

MADRONA MINDBODY | CENTRUM

- Weekly wellness, yoga, conscious dance, senior fitness, spin, mindful movement, and movement arts classes.
- Movement arts Centrum artist residencies turn-key Creative Partner broadcast studios.

CENTRUM ART STUDIOS | CORVIDAE PRESS

- Volunteer-run 24/7 printing press facilities.
- Daily Artist-In-Residence studios for individual and small group residencies.

NORTHWIND ART FIBER ARTS & CLASSROOM CENTER

- **Fiber Arts Center** (308)
 - Improvisational Embroidery with Kathryn Clark, November 5-10.
 - Foraging for Color: A Mushroom & Lichens Dye Workshop with Alissa Allen of Mycopigments, November 8-10.
 - Designer Basketmaking- Copper Tides with Judy Zugish, November 12-16.
 - Sundays are open studio for anyone who is signed up for a class.
 - Monitored Teen Studio, 2nd Friday.

• **Administration and Workshop Center** (306)

- Paint Your Palette: Owls! with Julie Read, November 1.
- Photographs as a Reference Material for Artists with Chris Witkowski, November 2.
- Your Personal Voice: A Workshop with Chris Witkowski, November 2.
- Drawing in Perspective with Rick Myers, November 2.
- Learn to Paint Using Acrylics with Julie Read, November 6-December 11.
- Composition with Chris Witkowski, November 12-13.
- Write a Beautiful Gratitude Letter with Lindsey Wayland, November 14.
- Drawing Fundamentals: Level Two with Nonie Gaines, November 16-17.
- Lines, Layers, and Paul Klee with Rebecca Wild, November 16-17.
- Just Collage with Anne Schneider, November 19.
- Glazing in Oils and Acrylics with Chris Witkowski, November 23.
- Paint Cool Cars with Julie Read, November 24.

PORT TOWNSEND SCHOOL OF WOODWORKING

- **Administration and Classroom Center** (324).
- Weekly weekend woodworking course.
- Small tool workshop for yearly woodworking programs.
- Intro to woodworking youth programming.
- Regular classes: Traditional Finishes, Hand Tool Heaven, Intro to Joinery, Woodturning, etc.
- Monthly open studio/bench opportunities for local craftspersons.
- **Core Classroom Center** (BAKERY).
- Large tool workshop for yearly woodworking programs.
- Monthly woodworking courses.
- 12-week Intensive courses.
- Furniture making courses.
- Hand Carving courses.

U.S.O. VENUE

- Managed by Hospitality.
- Daily rental use.
- Partner and public access.

LITTLEFIELD LIFELONG LEARNING ART AND CULTURE CENTER (305)

- Open Studio and Workshops with woodworkers in residence [North Studio] in collaboration with Port Townsend School of Woodworking.
- Port Townsend School of Woodworking "In-Site" annual Exhibition & Sale [South Gallery].
- Local artists/makers Show and Sale [Hallway Gallery] coordinated by Northwind Art.
- Daily community access use of North Classroom.
- Volunteer concierge console at East entrance (staffed by Centrum, KPTZ, and Northwind volunteers).
- Daily shared public access radio programming by KPTZ in North basement area.
- Monthly public live performances, readings, and radio broadcasts from South exhibition hall and back deck coordinated by KPTZ, Rainshadow, Northwind, and Centrum.
- Public-facing ADA-accessible arts administration (Centrum box office/registrar/information) [South classroom].
- Centrum administrative and facilities support functions in non-ADA accessible attic workspace.

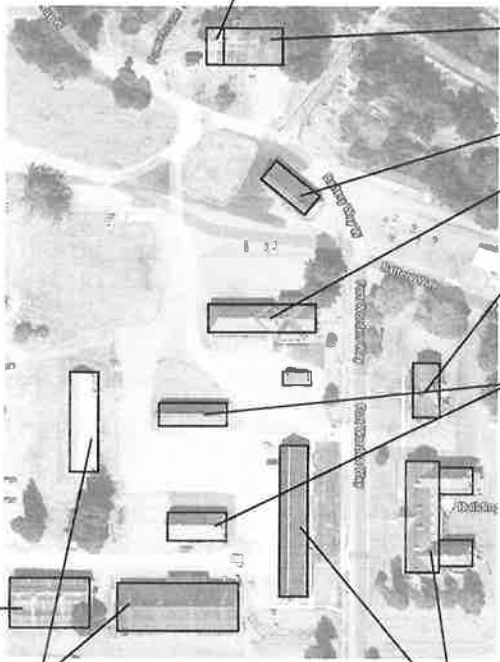
PUBLIC ACCESS CONFERENCE AND PROGRAMMING SUPPORT (204)

- Daily community access use of first and second floors of 204 to support conference center functions and lifelong learning programs of Partner organizations (ongoing).
- Shared governance and administrative model among PDA, Hospitality, and Centrum (TBD).
- Possible limited administrative support services for Hospitality, PDA, and/or Centrum (TBD).

DECEMBER

RAINSHADOW RECORDING

- Non-profit, Artist-in-Residence, and commercial recording projects.
- Monthly live concert series.



NORTHWIND ART CERAMICS CENTER

- Nerikomi: Jewelry Explorations with Colored Clay with Malia Peoples, December 5-10.
- Basics of Polymer Clay with Dell Madelyn, December 14-20.
- Guided open studios for gift making.

COPPER CANYON PRESS

- Editing, publishing, online readings and workshops.

MADRONA MINDBODY | CENTRUM

- Weekly wellness, yoga, conscious dance, senior fitness, spin, mindful movement, and movement arts classes.
- Movement arts Centrum artist residencies turn-key Creative Partner broadcast studios.

CENTRUM ART STUDIOS | CORVIDAE PRESS

- Volunteer-run 24/7 printing press facilities.
- Emerging Artist Residency program at Centrum (month long).
- Annual Holiday Print Sale.

NORTHWIND ART FIBER ARTS & CLASSROOM CENTER

- Fiber Arts Center (308)
- Fearless Free-Motion Quilting with Paula Kovarik, December 3-6.
- The Art of Metal Mesh Sculpture & Basketry with Lanny Berger, December 5-12.
- Plants, Bugs, + Mineral Salts- An Introduction To Natural Color with Amy Taylor, December 15-18.
- Designer Basketmaking- Copper Tides with Judy Zugish, November 12-16.
- Cloth into clothes with Sonya Philip, December 13-18.
- Sundays are open studio for anyone who is signed up for a class.
- Monitored Teen Studio, 2nd Friday.

• Administration and Workshop Center (306)

- Functional Papier Mache with Meg Kaczyk, December 3-12.
- Guided Open Acrylic Painting Studio with Julie Read, ongoing.
- Write a Beautiful Holiday Letter with Lindsey Wayland, December 6.
- Design A Beautiful Holiday Letter with Lindsey Wayland, December 7.
- Portrait Painting in Acrylics with Julie Read, December 7-8.
- Intentional Creativity Painting with Jan Jorgensen, December 10-11.
- Cedar Weaving Round Ornaments with Cathy MacGregor, December 14.
- Gaudi for A Day with Aja Ngo, December 15.

PORT TOWNSEND SCHOOL OF WOODWORKING

- Administration and Classroom Center (324).
- Weekly weekend woodworking course.
- Small tool workshop for yearly woodworking programs.
- Intro to woodworking youth programming.
- Regular classes: Traditional Finishes, Hand Tool Heaven, Intro to Joinery, Woodturning, etc.
- Monthly open studio/bench opportunities for local craftspersons.

• Core Classroom Center (BAKERY).

- Large tool workshop for yearly woodworking programs.
- Monthly woodworking courses.
- 12-week intensive courses.
- Furniture making courses.
- Hand Carving courses.

LITTLEFIELD LIFELONG LEARNING ART AND CULTURE CENTER (305)

- Open Studio and Workshops with woodworkers in residence [North Studio] in collaboration with Port Townsend School of Woodworking.
- Port Townsend School of Woodworking "In-Site" annual Exhibition & Sale [South Gallery].
- Local artists/makers Show and Sale [Hallway Gallery] coordinated by Northwind Art.
- Daily community access use of North Classroom.
- Volunteer concierge console at East entrance (staffed by Centrum, KPTZ, and Northwind volunteers).
- Daily shared public access radio programming by KPTZ in North basement area.
- Monthly public live performances, readings, and radio broadcasts from South exhibition hall and back deck coordinated by KPTZ, Rainshadow, Northwind, and Centrum.
- Public-facing ADA-accessible arts administration (Centrum box office/registrar/information) [South classroom].
- Centrum administrative and facilities support functions in non-ADA accessible attic workspace.

U.S.O. VENUE

- Managed by Hospitality.
- Daily rental use.
- Partner and public access.

PUBLIC ACCESS CONFERENCE AND PROGRAMMING SUPPORT (204)

- Daily community access use of first and second floors of 204 to support conference center functions and lifelong learning programs of Partner organizations (ongoing).
- Shared governance and administrative model among PDA, Hospitality, and Centrum (TBD).
- Possible limited administrative support services for Hospitality, PDA, and/or Centrum (TBD).

RESOLUTION NO. 22-07

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FORT WORDEN
LIFELONG LEARNING CENTER PUBLIC DEVELOPMENT AUTHORITY
AUTHORIZING AND DIRECTING THE EXECUTIVE DIRECTOR WITH BOARD
CHAIR APPROVAL TO EXECUTE A LEASE AGREEMENT WITH CENTRUM TO
LEASE A PORTION OF BUILDING 305 (First and Second Floors) OF MAKERS
SQUARE BUILDINGS AT THE FORT WORDEN CAMPUS**

RECITALS

- A. This Resolution of the Board of Directors of the Fort Worden Lifelong Learning Center Public Development Authority (Fort Worden Public Development Authority, or FWPDA) authorizes and directs Executive Director (with Board Chair approval) to execute a lease agreement for and on behalf of the Fort Worden Foundation ("Foundation"), a WA nonprofit corporation, to occupy and operate a portion of 305 Makers Square within the Fort Worden campus pursuant to certain terms outlined in Resolution No. 21-08
- B. The property lease terms do not affect the Sub-ground Lease, or other leases, which remain in place according to their terms.
- C. FWPDA determines that certain minimum terms that apply to any lease or use agreement entered into by FWPDA on behalf of Foundation have been met. Key terms and concepts include a rent schedule based on an appraisal of the property (discounted in recognition of limitation on the property), revenues retained by FWPDA for costs of management, maintenance and other expenses (minus 1.5% of revenues paid to Foundation), an inflation factor, and an ability to negotiate value exchanges and capital offsets with tenants for the attraction of and addition of new program areas along with new artisan and education organizations, so long as any value exchanges or capital offsets do not exceed a value greater than 35% of the rents payable over the term of the Lease. The term of agreement would be for as long as FWPDA has an interest in Makers Square.
- D. An existing lease between Master Tenant and KPTZ for space within Building 305 of Makers Square is not affected, and will continue to be managed by FWPDA on behalf of Foundation.

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

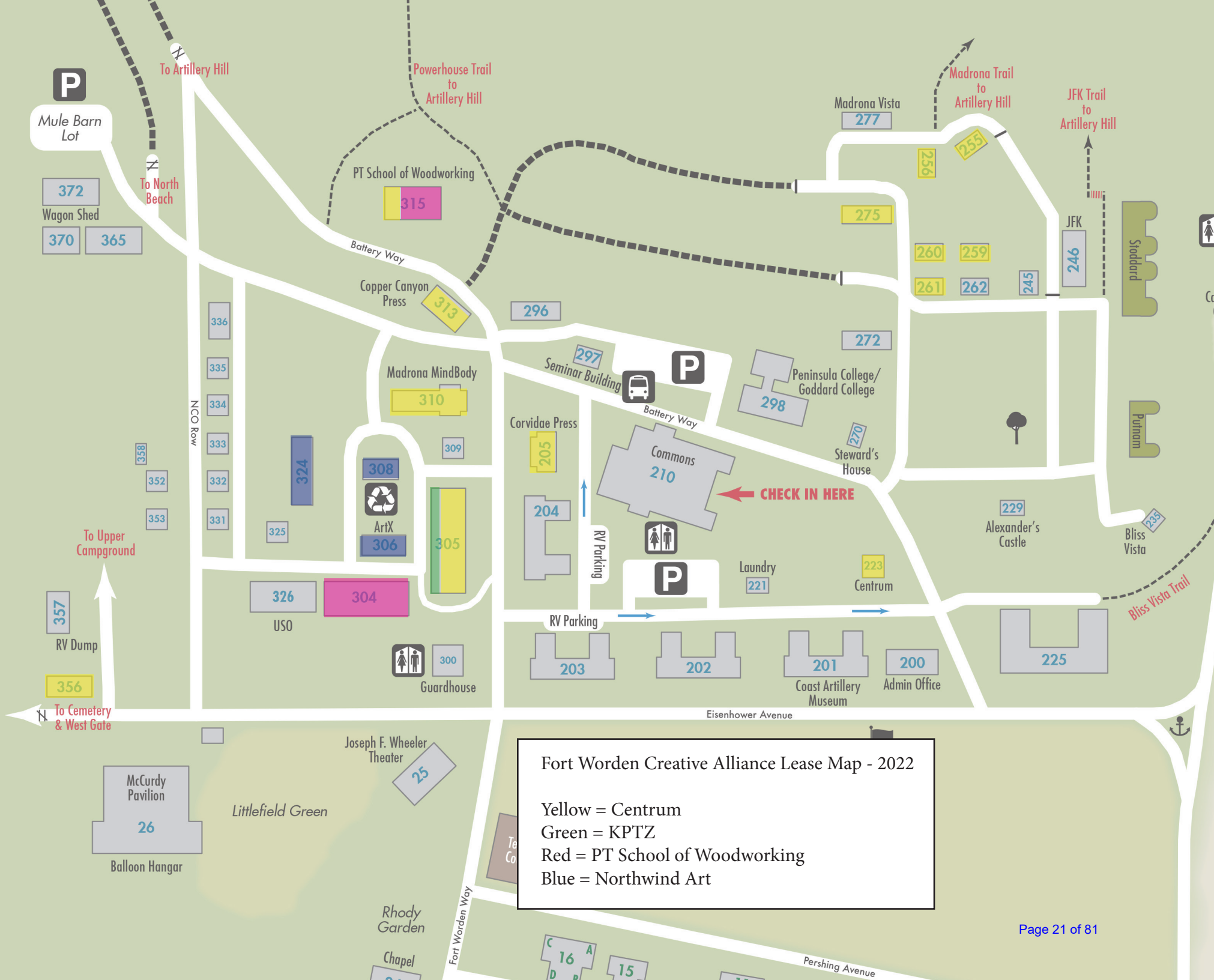
The Board authorizes the Executive Director (with Board Chair approval) to execute a lease agreement with Centrum based on the terms in this Resolution

ADOPTED by the Board of Directors of the Fort Worden Lifelong Learning Center Public Development Authority at a special meeting thereof, held the 12th day of April, 2022

By: _____
David King, Chair

ATTEST:

By: _____
Eva Weber, Secretary



**Lease Term Sheet
Makers Square Facilities
Per Foundation
Agreements**

Parties: Fort Worden Lifelong Learning Center Public Development Authority ("FWPDA" or "Landlord") and (Centrum/Northwind Art ("Tenant"))

Premises/Footage

Building 305 (excluding basement) in "as is" condition	6,411 square feet
Building 308 in "as is" condition	2,050 square feet
Building 324 in "as is" condition	2,195 square feet

Term: 25 years. At the expiration of the Term, the parties agree to negotiate in good faith for mutually agreeable terms for a 25-year extension.

Commencement: September 1, 2022

Capital/Tenant

Improvement Offsets:

Approved capital/tenant improvements offsets, if any, to Leased Premises in amount and application to rent payment are set forth in the attached "Rent Spreadsheet" marked Attachment A.

For a description of Capital and/or Tenant Improvements, see Attachment B hereto attached and herein incorporated.

Tenant or its sublessees, shall be responsible for costs of all permits, inspections, certificates, and maintenance related to Capital/Tenant Improvements. Tenant shall coordinate and submit all Capital Improvements to the FWPDA for approval.

Alterations:	Any alterations during the term of the lease must be submitted to the FWPDA for approval and are subject to the standard lease provisions of FWPDA on alterations.
Rent Commencement:	Rent commencement date is September 1, 2022 (unless agreed otherwise). 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 September 1, rent commencement will be delayed until occupancy is allowed.
State Leasehold Rate:	A monthly leasehold rate of 12.84% will be added to the rent (required by state), unless Tenant and/or its sublessees are exempt from this payment. Documentation of exemption must be provided by Tenant to FWPDA.
Schedule of Rent:	Rent shall be due on the first day of the month. Any rent payment not made by Tenant 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:	Tenant has full rights to assign lease terms or sublet the Premises. No assignment or transfer of the rights under the lease shall occur upon a change of control of Tenant 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.

Deposit: PDA policies require a two-month advance rental deposit. The executive director shall waive this deposit in lieu of the Tenant's planned Tenant Improvements to be completed prior to full occupancy.

Utilities: Tenant or its sublessees 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 may impact the Campus 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, subject to mutual agreement.

Building 305 Common Area Maintenance: Tenant shall pay a Building 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 Common Area Maintenance Fee will correspond to usage impact and square footage under the lease and will begin on January 1, 2023.

Internet, Phone, and Technology:

FWPDA will provide access to high speed internet and Wi-fi for Tenant employees and clients. Monthly cost is for 100 Mbps service connect" bandwidth. Any bandwidth requirements above existing service connection will result in a corresponding increased monthly internet service cost.

Fixtures and Equipment:

Personal property, trade fixtures and equipment used in the conduct of the business and placed by Tenant 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 Tenant and campus Partner community programming and broadcasting, receptions, events, and live performances as well as any support of emergency communications for the benefit of the community in partnership with KPTZ. 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. These parking spaces are not exclusive to the use of Tenant's employees and clients.
Signage:	Any signage proposed by the Tenant must be approved by the FWPDA.
Premises "As-Is"	Standard FWPDA lease terms provide that Tenant, in accepting the premises, accepts the premises in their present condition, "as in, where is, with all faults."
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.

MAKERS SQUARE LEASE SEPTEMBER 1 2022

	3 BUILDINGS IN M.S.		
	<u>305</u>	<u>324</u>	<u>308</u>
	60%	21%	19%
SQFT	6,411	2,195	2,050

	<u>Year</u>	<u>FMV</u>				<u>Gross Rent</u>
<u>Pro-Rated</u>	1 2022	\$0.65	\$50,006	\$17,121	\$15,990	\$83,117
	2 2023	\$0.67	\$51,256	\$17,549	\$16,390	\$85,195
	3 2024	\$0.68	\$52,537	\$17,988	\$16,799	\$87,325
	4 2025	\$0.70	\$53,851	\$18,437	\$17,219	\$89,508
	5 2026	\$0.72	\$55,197	\$18,898	\$17,650	\$91,745
	6 2027	\$0.74	\$56,577	\$19,371	\$18,091	\$94,039
	7 2028	\$0.75	\$57,991	\$19,855	\$18,543	\$96,390
	8 2029	\$0.77	\$59,441	\$20,351	\$19,007	\$98,800
	9 2030	\$0.79	\$60,927	\$20,860	\$19,482	\$101,270
	10 2031	\$0.81	\$62,450	\$21,382	\$19,969	\$103,801
	11 2032	\$0.83	\$64,012	\$21,916	\$20,469	\$106,397
	12 2033	\$0.85	\$65,612	\$22,464	\$20,980	\$109,056
	13 2034	\$0.87	\$67,252	\$23,026	\$21,505	\$111,783
	14 2035	\$0.90	\$68,934	\$23,601	\$22,042	\$114,577
	15 2036	\$0.92	\$70,657	\$24,192	\$22,593	\$117,442
	16 2037	\$0.94	\$72,423	\$24,796	\$23,158	\$120,378
	17 2038	\$0.96	\$74,234	\$25,416	\$23,737	\$123,387
	18 2039	\$0.99	\$76,090	\$26,052	\$24,331	\$126,472
	19 2040	\$1.01	\$77,992	\$26,703	\$24,939	\$129,634
	20 2041	\$1.04	\$79,942	\$27,370	\$25,562	\$132,875
	21 2042	\$1.07	\$81,940	\$28,055	\$26,201	\$136,197
	22 2043	\$1.09	\$83,989	\$28,756	\$26,857	\$139,601
	23 2044	\$1.12	\$86,089	\$29,475	\$27,528	\$143,092
	24 2045	\$1.15	\$88,241	\$30,212	\$28,216	\$146,669
	25 2046	\$1.18	\$90,447	\$30,967	\$28,922	\$150,336
			\$1,708,086	\$584,815	\$546,183	\$2,839,084

DRAFT (October 13, 2021

LEASE AGREEMENT

Between

**Fort Worden Foundation (by its representative
Fort Worden Public Development Authority)
and**

THIS LEASE AGREEMENT (referred to herein as "Lease Agreement" or "Agreement") is made this ____ of _____, 2021 (date last signature by a party) by and **Fort Worden Foundation** ("Foundation" or "Landlord") by its representative **Fort Worden Public Development Authority** ("FWPDA") and _____ ("Tenant" or _____). Collectively, these entities are referred to as the "Parties" or "parties" to this Agreement.

RECITALS:

WHEREAS: Fort Worden Foundation ("Foundation" or "Landlord") as lessee of premises known as Makers Square (Fort Worden) entered into a property management agreement with FWPDA authorizing FWPDA to lease premises at Makers Square on behalf of Foundation (as "Landlord"), subject to the terms of the management agreement.

WHEREAS: FWPDA as representative of Foundation and Tenant desire to enter into this Lease for certain premises at Makers Square (Fort Worden) on the terms set forth in this Lease.

WHEREAS: These Recitals are a material part of this Lease, and are intended as effective and binding between the parties.

NOW, THEREFORE, in consideration of the mutual benefits to be conferred on the parties hereto, the parties agree as follows:

1. Premises and Facilities

Subject to the terms of this Agreement, Landlord leases and makes available for Foundation as lessee the use of the following premises as described below and shown in **Exhibit B** (Premises or Site Plan) (referred to herein as the "premises"):

Buildings 305, 308, and 324 within the Makers Square project at Fort Worden, Port Townsend, WA

EXCEPT, the leased area does not include and is subject to the terms in a Lease Agreement between Master Tenant, LLC as landlord and KPTZ as lessee for the basement of Building 305.

EXCEPT, Landlord reserves the right to free use of available space for up to 7 days a year for fundraising events. "Available space" means space that could be made available for use by Landlord with minimal disturbance to Tenant's activities. Tenant agrees to cooperate in establishing dates and space.

The Premises are part of real property described in **Exhibit A** (Real Property). The parties agree FWPDA may attach a more specific legal description (or similar description like an area map) that further defines or describes the property shown in **Exhibit B**.

2. **Permitted Uses**

Foundation shall use the premises and facilities, including common space areas, for the following purposes: For cultural, artistic, and learning purposes.

The premises shall not be used for any other purposes without the prior written consent of the FWPDA, which decision is within the sole discretion of FWPDA, and shall not be used for any purpose that violates any grant or tax credit requirement.

3. **Specific Terms**

(a) **Rental Rate:**

The rental amount is set forth in the "Rent Schedule" (herein, the "Rent Schedule") attached as **Exhibit C** and incorporated herein. The Rent Schedule reflects all negotiated terms, allowances, and consideration, including Target Market Rent, Annual Lease Payment, Capital Investment Offset (CIO), Lease Payment before Historic Tax Credits (HTC), HTC Offset, Final Lease Payment, Final Effective Lease Rate, except as otherwise set forth in this Lease

(b) **Capital Improvements:**

Capital improvements to the Leased Premises and their offset (CIO), and any other credits or offsets in amount and application to rent payment is set forth in the attached "Rent Schedule" marked **Exhibit C**.

(c) **Payment:**

All rent shall be paid to FWPDA (or designee). All additions to rent, namely, Tenant's pro rata share and obligation for Common Area Maintenance, Campus Area Maintenance Fees, and Utilities and Internet and Technology Fees (as set forth below) shall be paid to

FWPDA (or designee), unless FWPDA has authorized or directed payment to a service provider.

Rent shall be due on the first day of the month. Any rent payment not made by Foundation within sixty days of the due date shall bear interest at the rate of 12 percent per annum from the date originally due until the date paid.

(d) Rent Escalation:

Such rental rate is subject to an annual escalation (shown on Exhibit C as a 2.5% annual increase).

4. Leasehold Excise Tax

Unless Tenant is exempt from state Leasehold Excise Tax (LET), Foundation shall pay in addition to rent a monthly leasehold excise tax rate of 12.84% of the monthly rental rate (or as the rate is amended by the state).

5. Security Deposit

Tenant shall pay a security deposit of \$ _____

6. Rent Commencement

Rent commencement is _____, 2021, unless otherwise agreed in writing by the parties.

7. Adjustments and Additions to Rent

"Rent" shall be adjusted by any applicable allowances provided in the form of offsets against rent, as shown in the Rent Schedule (Exhibit C), and shall be adjusted to include Foundation's pro rata share and obligation for Common Area Maintenance, Campus Area Maintenance Fees, and Utilities and Internet and Technology Fees, as set forth below.

8. Public Benefit and other Allowance

The "Rent Schedule" (Exhibit C) shows the only offsets Tenant would receive. Any FWPDA offer of credits in other leases (for example, public benefit) do not apply to this Lease given the consideration provided Tenant in the terms in this Lease.

9. "AS-IS" Condition

The Premises is leased "AS IS", and neither Landlord nor FWPDA is in a financial position to warranty the condition of the premises and repair defects. In addition, it is incumbent on Tenant to review its needs for a reserve fund to manage the condition of the premises and future repairs and maintenance consistent with maintenance obligations set forth in General Terms (Exhibit E).

10. [RESERVED]

11. Term; Renewal

The Parties agree to a 25-year term (the "Base Term") commencing on the Rent Commencement Date.

At the end of the 25-year term, the parties agree to negotiate in good faith for mutually agreeable terms for one 10-year extension.

The 25-year term may be subject to State Parks approval for that length of term. If so, and it is not approved, then the term is the longest term authorized by the Master Lease.

12. Campus-Wide Internet; Fees

So long as FWPDA provides internet and Wi-fi, FWPDA will provide access to high speed internet and Wi-Fi for Foundation use to the same extent it provides it to other facilities.

Tenant agrees to pay the cost for "100 Mbps service connect" bandwidth and any price increases of the then Vendor during the Term. Any bandwidth requirements above existing service connection will result in a corresponding increased monthly internet service cost. The initial cost is \$150.00 per month.

FWPDA will provide VoIP phone service to the premises. VoIP phone lines require high speed internet access only and will be run through FWPDA-contracted services. The initial Internet and Wi-Fi connection fee shall be paid by the Tenant to FWPDA as a one-time service charge. FWPDA makes no guarantees or representations as to actual service connection or bandwidth that will be provided.

Any bandwidth requirements above existing service connections will result in a corresponding increased monthly internet service cost.

FWPDA will review Tenant'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 Buildings Building 305, 308 and 324 are needed. Tenant's pro rata share of Campus-Wide Internet service fee will include the costs of any specialized equipment or services, if required.

In the event that PDA-provided internet service does not supply sufficient bandwidth for the Tenant, Tenant, at Tenant's sole determination, shall be authorized to obtain separately

contracted internet service, and to opt out of the service provided by FWPDA or its contractors, and in that case shall not be required to pay the aforementioned Campus-Wide Internet Service fee.

13. Utility and Utility Meters:

Tenant shall pay FWPDA for all utilities, taxes and other services (i.e. water, sewer, garbage, electric, and admin fee). Such operation and maintenance service costs include, without limitation, alarm response, inspections, plus specific billings from police, fire, and EMT related to the Premises.

Tenant shall pay separately-metered electrical service (and calculated on a per square foot basis for the premises if not metered), and shall pay its pro rata share of water and sewer bills as metered or calculated on a per square foot basis for the premises by the tenth day of each month.

All Makers Square buildings have been separately metered. If the Tenant sub-leases an entire building to a tenant, the subtenant will be required to create an account with and pay all utilities for operation of their assigned premises-water, electric and fuel oil. For buildings housing multiple tenants or users, the Tenant will bill utilities to subtenants based on relative square footage by tenant.

FWPDA anticipates having better utility cost information in 2023 and will reserve the right to adjust costs based on actual expenses per square foot, which shall impact the Common Area Maintenance fee described below.

14. Uses and Maintenance Fees for Common Areas and Campus Areas

- (a) During the Term (and any Extended Term), Tenant and its employees, contractors, licensees, and invitees shall have the non-exclusive right to use (i) the lobbies, stairs, corridors, restrooms, elevators not located within the demised premises of any other tenant, and other public areas of Building 305 together with KPTZ, including common performance space, gallery space, and (ii) the parking lots, landscaped areas, and common spaces exterior to the building in which the Premises are located and other outdoor spaces within the area known as Makers Square and the Fort Worden campus (collectively, the "Campus Areas"), all in common with FWPDA, the general public, and other Building occupants and their respective licensees, invitees, customers and employees.
- (b) Use of the Common Areas and Campus Areas shall be governed by FWPDA's policies and applicable rules as may be amended from time to time.

- (c) FWPDA shall at all times have exclusive control and management of the Common Areas and Campus Areas (subject to the terms of its Master Lease with State Parks) and no diminution thereof shall be deemed a constructive or actual eviction or entitle Lessee to compensation or a reduction or abatement of rent.
- (d) Beginning in 2022, (a) Tenant will be charged an annual Common Area maintenance ("CAM") fee and (b) an annual Campus Area maintenance fee as an adjustment to the rent reflected in Rent Schedule (Exhibit C). Fee are determined by FWPDA in consultation with existing tenants or subtenants based on historical operational and maintenance cost data provided by FWPDA for the Fort Worden Campus area and projected operational and maintenance costs. Tenant shall pay to FWPDA (or its designee), a Common Area maintenance fee which will be a pro rata share of operational and maintenance costs related to any shared elevator within any building where the leased premises are located, shared performance space, gallery space, restrooms, and other maintenance.

Tenant shall also pay to FWPDA a Campus Area Maintenance fee which will be calculated based on a pro rata share of operational and maintenance costs related to grounds, historic preservation, parking, road, sidewalk, and parking upkeep, parking enforcement, grounds maintenance for the common areas of the FWPDA controlled campus, and public areas of the common areas and other FWPDA controlled support spaces used commonly by all tenants, safety, snow removal, general maintenance to FWPDA controlled infrastructure, excluding any expenses that are funded via the State's budget, and other shared outdoor spaces within the areas known as Makers Square and the Fort Worden Campus, which amount shall be added to the rent. Such Common Area Maintenance fees and Campus Area Maintenance fees will correspond to usage impact and square footage under the lease and shall be invoiced by or on behalf of FWPDA (or designee) to Tenant on or before the tenth day of each month.

- (e) FWPDA (or designee) reserves the right, in its sole determination, to require additional, future, common area user or maintenance fees (in addition to facility charges) for the maintenance, repair and upgrades to campus-wide facilities that serve Tenant and other tenants and users of the campus area. The common area user or maintenance fees would be based on fees or projected fees for the maintenance, repair and upgrades to campus-wide facilities that are related to Tenant's use. For example, if FWPDA determined that parking areas that serve Tenant and other users needed maintenance (or would need maintenance in the near future), user fees would be charged to cover Tenant's share of the costs based on Tenant's parking use.
- (f) Tenant may request FWPDA to provide regularly scheduled janitorial services at \$30.00 per hour (or the rate FWPDA charges for these services when the request is made) or

maintenance services based on FWPDA's actual costs and schedule, assuming FWPDA provides these services.

- (g) Operating costs are based on actual costs and normal maintenance and repair (but not capital projects as defined by Office of Financial Management of the State of Washington), including utilities, alarm response service, police, fire and EMT service contracts, janitorial, HVAC and elevator inspections, attributable to or incurred in connection with the operation of Building 305.

15. Master Lease Revenue Sharing

Lessee acknowledges that FWPDA is currently negotiating with State Parks an amendment to eliminate the obligation in Section 7.9 of the Master Lease that commences as of the 7th annual anniversary of the Date of Possession (as defined in the Master Lease), to pay additional rent to State Parks based on three and one-half percent (3.5%) of the Gross Revenues (as defined in Section 7.9 of the Master Lease) which includes all revenues from lease agreements. To the extent FWPDA continues to be obligated to share revenues with State Parks, rates on revenue generating activities at Fort Worden, may be subject to an adjusted increase which may, at FWPDA's discretion, be invoiced on a pro rata basis with respect to Lessee's lease payments at Fort Worden to reflect a pass-through required under the current terms of the Master Lease. Such invoicing will be done by FWPDA on a quarterly basis for administrative efficiencies.

16. Subleases and Partnership Agreements: Assignments

Tenant can assign or sublease the Premises to sub-tenant(s) without prior written consent of FWPDA as long as subtenant offers lifelong learning programming in the areas of arts, education, or culture.

17. Signage

Tenant agrees to pay the cost of or a proportionate share for any exterior signage or wayfinding displays to direct visitors to its leased or rented facilities.

18. Construction of Makers Square

The parties acknowledge that redevelopment of Makers Square may continue before the termination of this lease. FWPDA will work to minimize construction impacts to the extent possible but cannot make guarantees regarding noise levels or disruption in the area due to construction activity.

19. Maintenance

See General Terms **(Exhibit E)**.

20. Refuse Collection: Recycling of Waste Materials

Tenant shall either provide its own housekeeping and janitorial services for the premises to a level consistent with other facilities on campus and to the reasonable satisfaction of the FWPDA or may contract with FWPDA for janitorial services, per section 15. f. Tenant shall be responsible for proper storage and removal of trash, litter pickup and recycling for any of its onsite programming within the area known as Makers Square and shall coordinate and contract as necessary for additional waste management services necessary to manage its programming and events.

21. Master Lease: Park Closure

This Lease is subject to applicable terms in the Master Lease dated August 2, 2013 by and between State of Washington, and that certain Assignment and Assumption Agreement, dated as of July 16, 2014, between as amended by letter agreement dated August 8, 2014, between the State and FWPDA. See also General Terms (Exhibit E). FWPDA cannot guarantee access in the event of emergency or other event beyond FWPDA's control. Lessee hereby waives any claim against FWPDA for any losses suffered or allegedly suffered due to change of fees, park operating periods or conditions, or complications with access that arise because of a closure of the Park for any reason by State Parks or event beyond FWPDA's control.

22. Relocation Assistance

Lessee acknowledges that this Lease does not at any time entitle the Lessee to assistance under the Uniform Relocation and Real Property Acquisition Policy pursuant to RCW 8.26

23. Notices

All notices may be hand-delivered or mailed. If mailed, they shall be sent by registered mail to the following respective addresses:

To Tenant:

To Fort Worden Public Development Authority (on behalf of Landlord Foundation):

Fort Worden Public Development Authority
200 Battery Way
Port Townsend, Washington 98368
Attention: Executive Director

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. Notices sent by mail shall be deemed to have been given when properly

mailed, and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

24. Additional Terms:

(a) General Terms: General Terms (**Exhibit E**) contains terms which are incorporated by reference into this Agreement. If a General Term is inconsistent with a term in the Lease Agreement (not including Exhibits), then the term in the Lease Agreement applies.

(b) Sub-recipient requirements: Tenant will be required to adhere to and comply with all sub-recipient requirements, set forth in **Exhibit D**.

(c) Grant Funding. FWPDA and Tenant acknowledge and agree that Makers Square buildings 305, 308, and 324 have been funded by certain legislative granting authorities. Both parties shall do and perform, or cause to be done and performed, all such further acts and things, including the preparation, execution and delivery of all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent of maintaining existing funding sources intact and complying with the legal requirements under any such grants and other funding strategies of the FWPDA with respect to Makers Square, and the consummation of the transactions contemplated hereby.

25. Reporting Obligations

Tenant agrees to provide FWPDA access to accounting records and other financial information which reflects the financial condition of the organization and results of operations. These records will be made available at reasonable times mutually agreed upon. Annually, Tenant will provide FWPDA with an IRS Form 990 prepared in conformity with generally accepted accounting principles.

26. Entire Understanding; Severability and Waiver This Agreement is the entire understanding between the parties and no changes, amendments or alterations shall be effective unless agreed to in writing by both parties. In the event any provision of this Agreement is rendered invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. In the event either party waives any provision of the Agreement, it shall not be deemed to have waived that provision at any other time or to have waived any other provision.

27. Recording. Within 30 days of execution, FWPDA will record this Lease Agreement or a Notice and Memorandum of Lease Agreement with the Jefferson County, WA auditor. Upon recording, FWPDA provide a notice of recording to the other parties.

28. **Interpretation.** This Agreement has been submitted to the scrutiny of all parties hereto and their counsel, if desired, and will be given a fair and reasonable interpretation in accordance with the words of the Agreement, without consideration or weight being given to its having been drafted by any party hereto or its counsel.

29. **Disputes.** Whenever the parties cannot agree, the matter at issue shall be submitted to arbitration and such arbitration shall be binding. Each party to the dispute will appoint one arbitrator who together will choose a third arbitrator. The arbitration shall be governed by the State Arbitration Act, contained in RCW 7.04.

30.

In WITNESS WHEREOF, the undersigned parties have executed this Agreement or caused it to be executed on its behalf by its duly authorized representatives, the day and first year above written.

LANDLORD by its agent FORT WORDEN PUBLIC DEVELOPMENT AUTHORITY

By: _____
Its: _____
Date: _____, 2021

TENANT

By: _____
Its: _____
Date: _____, 2021

Attachments:

Exhibit A: Real Property
Exhibit B: Premises
Exhibit C: Rent Schedule
Exhibit D: Subrecipient Agreements
Exhibit E: General Terms

EXHIBIT A:
LEGAL DESCRIPTION - LAND

A portion of the following described real property lying within Section 35, Township 31 North, Range 1 West, W.M., Jefferson County, State of Washington:

Commencing at a point on the meander line of the Strait of Juan de Fuca in Section 26, Township 31 North, Range 1 West, W.M., said point being the Northwest corner of Fowler's Donation Land Claim;

Thence South 92.98 feet to the Jefferson County Monument No. 40;

Thence South 1,786.00 feet;

Thence North 89°54' 00" East, 208.5 feet to a 6"X6" monument, the True Point of Beginning; Thence North 89°54' East 649.92 feet;

Thence South 67°23'30" East, 692.01 feet;

Thence South 79°26'30" East, 357.46 feet;

Thence South 83°39'30" East, 322.42 feet;

Thence North 78°03'30" East, 884.62 feet;

Thence South 4°22'30" East, 775.04 feet;

Thence South 78°09' East, 368.82 feet to the West edge of Front Street (vacated);

Thence South 82°40' East, 54.88 feet to the Inner Harbor line;

Thence South 8°23' West, 728.87 feet along the Inner Harbor line;

Thence South 23°05' East, 728 feet along the Inner Harbor line;

Thence North 79°30' West, 3,059.11 feet along the North line of 17th Street, Pettygrove's 2nd Addition to Port Townsend, as recorded in Volume 2 of Plats, page 17, records of Jefferson County, Washington, to the Southeast corner of the Military Cemetery;

Thence North 10°40' East, 222 feet to the Northeast corner of the Military Cemetery;

Thence North 79°30' West, 230.03 feet to the Northwest corner of the Military Cemetery; Thence North 10°40' East, 134.95 feet;

Thence North 38°45' West, 128.4 feet;

Thence North 0°05' West, 544.0 feet;

Thence South 89°52' West, 232.3 feet;

Thence North 0°07' East, 835.5 feet to the True Point of Beginning;

EXCEPTING that certain parcel of land containing the shorelands, tidelands and a portion of the uplands facing the Strait of Juan de Fuca, East of a line commencing at a point on the North line of 17th Street, Pettygrove's Second Addition to Port Townsend, as recorded in Volume 2 of Plats, page 17, 8' East of Roadway No.2, (which roadway runs generally North and South on the bluff overlooking the Strait of Juan de Fuca); Thence generally in a Northerly direction parallel to said Roadway No.2 along the Easterly side of the concrete and brick gate post nearest the Strait of Juan de Fuca at the Southeast gate; Thence running parallel to said Roadway No. 2 to its intersection with Roadway No. 1, Thence running parallel to said Roadway No. 1, 8' from its Easterly edge to the North boundary line of the former Fort Worden Military Reservation;

EXCEPTING ALSO, any portion lying within Spruce Street, Admiralty Avenue and W Street.

The Real Property consists of a portion of PARCEL F: (portion of tax parcel 101 351 001) as legally described in the Master Lease dated November 8, 2013, between the State of Washington State Parks and Recreation Commission, as landlord, and Fort Worden Foundation Lifelong Learning Center Public Development Authority, as tenant. The buildings (305,308, and 324) are located on that portion of the Real Property depicted on the map annexed hereto.

EXHIBITB:
PREMISES

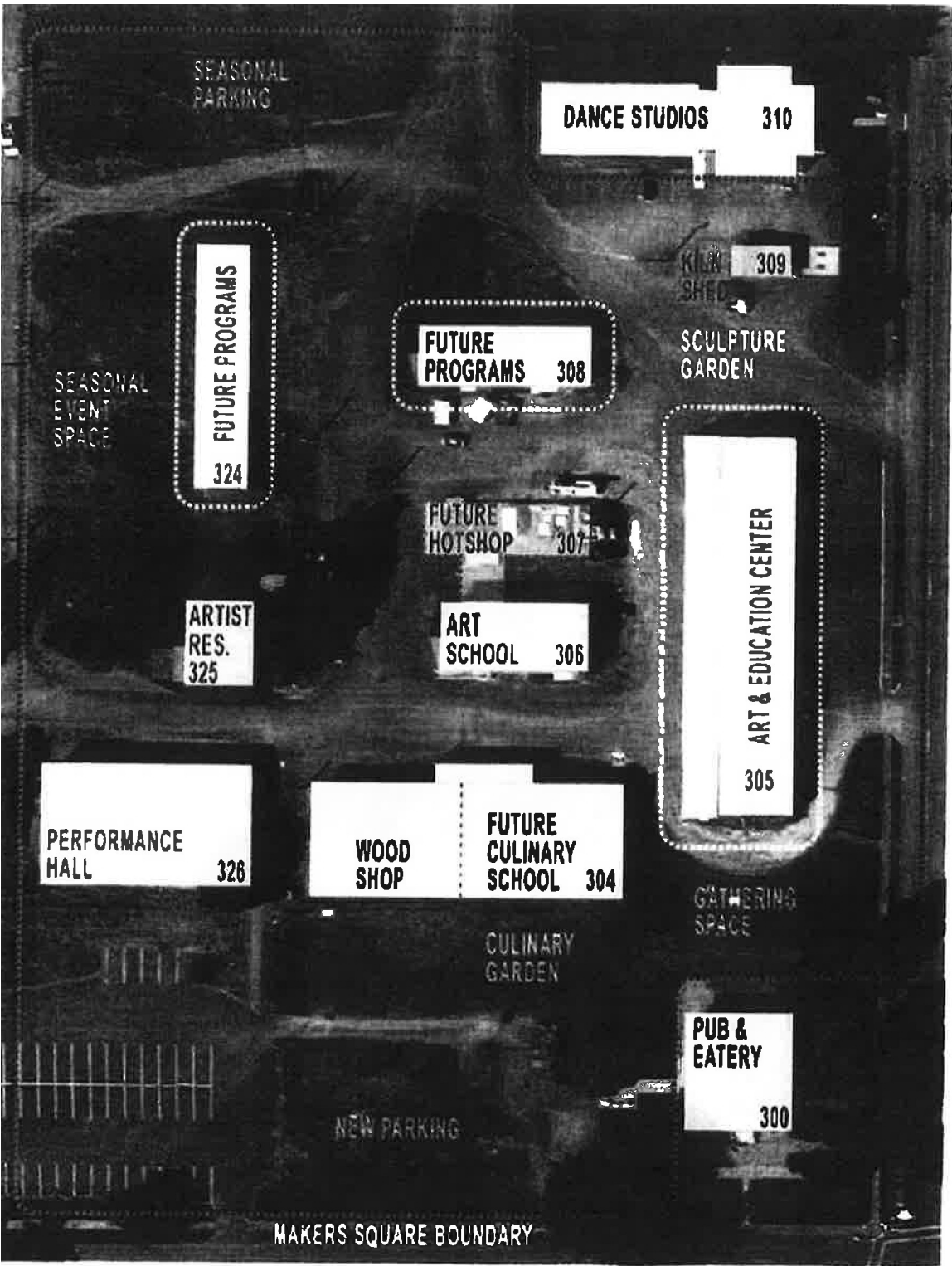


EXHIBIT C: RENT SCHEDULE

Year	Square Footage Lease Rate Buildings 305,308,324	Combined Annual Lease Payment Buildings 305,308,324	Present Value of Cash Flows Buildings 305,308,324 To Property Manager		Discount Rate
			5.0%		
0	\$	"	\$		
1	\$	1.00	\$	131,232	\$ 124,983
2	\$	1.03	\$	134,513	\$ 122,007
3	\$	1.05	\$	137,876	\$ 119,102
4	\$	1.08	\$	141,323	\$ 116,266
5	\$	1.10	\$	144,856	\$ 113,498
6	\$	1.13	\$	148,477	\$ 110,796
7	\$	1.16	\$	152,189	\$ 108,158
8	\$	1.19	\$	155,994	\$ 105,583
9	\$	1.22	\$	159,893	\$ 103,069
10	\$	1.25	\$	163,891	\$ 100,615
11	\$	1.28	\$	167,988	\$ 98,219
12	\$	1.31	\$	172,188	\$ 95,881
13	\$	1.34	\$	176,492	\$ 93,598
14	\$	1.38	\$	180,905	\$ 91,369
15	\$	1.41	\$	185,427	\$ 89,194
16	\$	1.45	\$	190,063	\$ 87,070
17	\$	1.48	\$	194,815	\$ 84,997
18	\$	1.52	\$	199,685	\$ 82,973
19	\$	1.56	\$	204,677	\$ 80,998
20	\$	1.60	\$	209,794	\$ 79,069
-21	\$	1.64	\$	215,039	\$ 77,187
22	\$	1.68	\$	220,415	\$ 75,349
23	\$	1.72	\$	225,925	\$ 73,555
24	\$	1.76	\$	231,573	\$ 71,803
25	\$	1.81	\$	237,363	\$ 70,094
Totals			\$	4,482,592	\$ 2,375,431

RESOLUTION NO. 22-08

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FORT WORDEN
LIFELONG LEARNING CENTER PUBLIC DEVELOPMENT AUTHORITY
AUTHORIZING AND DIRECTING THE EXECUTIVE DIRECTOR WITH BOARD
CHAIR APPROVAL TO EXECUTE A LEASE AGREEMENT WITH CENTRUM TO
MANAGE AND OPERATE BUILDINGS 205, 223, 255, 256, 259, 260, 261, 275, 310,
313, 315 (lower level) AND 356 AT THE FORT WORDEN CAMPUS**

RECITALS

- A. This Resolution of the Board of Directors of the Fort Worden Lifelong Learning Center Public Development Authority (Fort Worden Public Development Authority, or FWPDA) authorizes and directs Executive Director (with Board Chair approval) to execute a lease agreement for and on behalf of the Fort Worden Foundation ("Foundation"), a WA nonprofit corporation, to occupy and operate Buildings 205, 223, 255, 256, 259, 260, 261, 275, 310, 313, 315 (lower level) and 356 consistent with the terms and conditions of the Master Lease between the Washington State Parks and Recreation Commission and the Fort Worden Life Long Learning Center Public Development Authority.
- B. The property lease terms do not affect the Sub-ground Lease, or other leases, which remain in place according to their terms.
- C. FWPDA determines that certain minimum terms that apply to any lease or use agreement entered into by FWPDA on behalf of Master Lease have been met. Key terms and concepts include assignment of current Master Lease obligations, which includes but is not limited to the assigning of all capital and maintenance obligations held by FWPDA to Centrum. The term of agreement would be for 25 years. The rent schedule is included in the Board packet for the meeting this Resolution is adopted and is consistent with the terms expressed above.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Fort Worden Lifelong Learning Center Public Development Authority

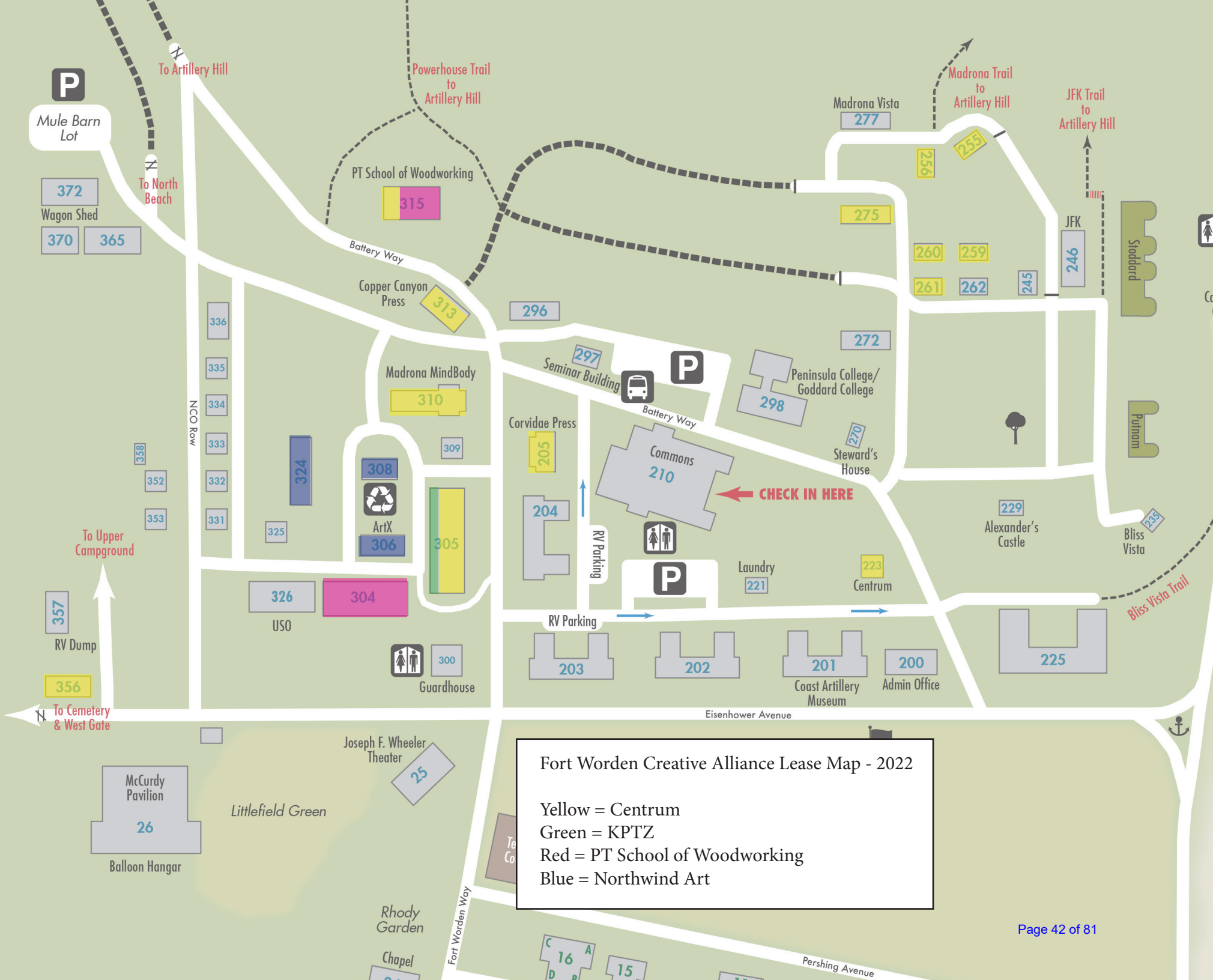
The Board authorizes the Executive Director (with Board Chair approval) to execute a lease agreement with Centrum based on the terms in this Resolution

ADOPTED by the Board of Directors of the Fort Worden Lifelong Learning Center Public Development Authority at a special meeting thereof, held the 12th day of April, 2022

By: _____
David King, Chair

ATTEST:

By: _____
Eva Weber, Secretary



CREATIVE ALLIANCE
Lease Term Sheet
for FWPDA Board
Consideration (03.28.22)

Item	Makers Square		Class D	
Parties	Fort Worden Lifelong Learning Center Public Development Authority ("FWPDA" or "Landlord") and Centrum ("Tenant")		Fort Worden Lifelong Learning Center Public Development Authority ("FWPDA" or "Landlord") and Individual Partners ("Tenant")	
Premises/ Footage	Building 305 (excluding basement) in "as is" condition [Centrum will maintain and manage]	6,411 square feet	Building 205 in "as is" condition [Centrum/Corvidae]	7,656 square feet
			Building 223 in "as is" condition [Centrum]	4,160 square feet
	Building 308 in "as is" condition [Centrum will sublet to Northwind Art]	2,050 square feet	Building 255 in "as is" condition [Centrum]	1,065 square feet
			Building 256 in "as is" condition [Centrum]	1,065 square feet
	Building 324 in "as is" condition [Centrum will sublet to Northwind Art]	2,195 square feet	Building 259 in "as is" condition [Centrum]	1,065 square feet
			Building 260 in "as is" condition [Centrum]	1,065 square feet
			Building 261 in "as is" condition [Centrum]	1,065 square feet
			Building 275 in "as is" condition [Centrum]	4,260 square feet
			Building 304 in "as is" condition [Woodworking]	9,240 square feet
			Building 306 in "as is" condition [Woodworking]	2,176 square feet
			Building 310 in "as is" condition [Centrum/Madrona]	5,000 square feet
			Building 313 in "as is" condition [Copper Canyon will sublet from Centrum]	2,220 square feet
			Building 315 in "as is" condition [Northwind/Centrum]	2,626 square feet
			Building 356 in "as is" condition [Centrum storage]	4,154 square feet
Term	25 years. At the expiration of the Term, the parties agree to negotiate in good faith for mutually agreeable terms for a 25-year extension.			
Commencement	September 1, 2022 [to allow tenant improvements]		Upon Signing	
Capital/Tenant Improvement Offsets	Approved capital/tenant improvements offsets to Leased Premises in amount and application to rent payment are set forth in the attached "Rent Spreadsheet" marked Attachment A. Tenant or its sublessees, shall be responsible for costs of all permits, inspections, certificates, and maintenance related to Capital or Tenant Improvements. Tenant shall		There are no capital/tenant improvements offsets to Class D Leased Premises. Tenant or its sublessees, shall be responsible for costs of all permits, inspections, certificates, and maintenance related to future Capital or Tenant Improvements. Tenant shall coordinate and submit all Capital	

CREATIVE ALLIANCE
Lease Term Sheet
for FWPDA Board
Consideration (03.28.22)

	coordinate and submit all Capital Improvements to the FWPDA for approval.	Improvements to the FWPDA for approval.
Alterations	Any alterations during the term of the lease must be submitted to the FWPDA for approval and are subject to the standard lease provisions of FWPDA on alterations.	
Rent Commencement/ Consideration	Rent commencement date is September 1, 2022 (unless agreed otherwise). 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 September 1, rent commencement will be delayed until occupancy is allowed.	Tenants shall be provided access to Buildings free of rent in exchange for undertaking annual routine maintenance and necessary capital improvements. This consideration is provided in recognition of independently-verified deferred maintenance—in the form of \$14.2 million in observed deficiencies and \$12.6 million in predicted renewals—for these explicit facilities (stated in 2021 dollars). ¹ All capital projects shall require advance review and approval of FWPDA. Major maintenance needs (as defined in FWPDA Master Lease) and their cost may be shared by Tenant/s, Washington State Parks, and FWPDA, pending approval/s and available resources. Tenant maintenance and capital plans shall be shared via monthly meetings of the Operating Work Group.
State Leasehold Rate	A monthly leasehold rate of 12.84% will be added to the rent (required by state), unless Tenant/s and/or their sublessors are exempt from this payment. Documentation of exemption must be provided to FWPDA.	
Schedule of Rent	Rent shall be due on the first day of the month. Any rent payment not made by Tenant within sixty days of the due date shall be cause for termination by FWPDA.	n/a
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.	
Annual Lease Administration Fee	n/a	Tenants are subject to a per-square-foot-per-year Annual Lease Administration Fee, billed on a quarterly basis by Landlord. The fee shall start at \$.05 per-square-foot-per-year upon signing.
Assignment/ Change of Control	Tenant has full rights to assign lease terms or sublet the Premises. No assignment or transfer of the rights under the lease shall occur upon a change of control of Tenant 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.	n/a

¹ MENG Analysis facilities condition report, commissioned and funded by Centrum on behalf of Creative Alliance partners, November 3, 2021.

CREATIVE ALLIANCE
Lease Term Sheet
for FWPDA Board
Consideration (03.28.22)

Annual Increase	Commencing as of calendar year 2023 and continuing annually each calendar year thereafter, the annual rent payable under this Lease Agreement shall be increased 2.5% annually.	Commencing as of calendar year 2023 and continuing annually each calendar year thereafter, the annual Lease Administration Fee payable under this Lease Agreement shall be increased 2.5% annually.
Deposit	PDA policies require a two-month advance rental deposit. The executive director shall waive this deposit in consideration of Centrum's legacy and partnership at Fort Worden.	n/a
Utilities	Tenant or its sublessees will pay all utilities for operation of the Premises—for water, electric and fuel oil costs, which shall be separately metered. FWPDA will reserve the right to adjust costs based on actual expenses per square foot.	
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, subject to mutual agreement.	
Building 305 Common Area Maintenance	Centrum 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 on January 1, 2023.	n/a
Internet, Phone, and Technology	So long as FWPDA provides internet and With-fi, FWPDA will provide access to high speed internet and Wi-Fi for Foundation use to the same extent it provides it to other facilities. Tenant agrees to pay the cost for "100 Mbps service connect" bandwidth and any price increases of the then Vendor during the Term. Any bandwidth requirements above existing service connection will result in a corresponding increased monthly internet service cost. The initial cost is \$150.00 per month. FWPDA will provide VoIP phone service to the premises. VoIP phone lines require high speed internet access only and will be run through FWPDA-contracted services. The initial Internet and Wi-Fi connection fee shall be paid by the Tenant to FWPDA as a one-time service charge. In the event that PDA-provided internet service does not supply sufficient bandwidth for the Tenant, Tenant, at Tenant's sole determination, shall be authorized to obtain separately contracted internet service, and to opt out of the service provided by FWPDA or its contractors, and in that case shall not be required to pay a Campus-Wide Internet Service fee.	
Fixtures and Equipment	Personal property, trade fixtures and equipment used in the conduct of the business and placed by Tenants 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 Centrum and campus Partner community programming and broadcasting, receptions, events, and live	Use of premises is for Tenant exclusive use in support of administration, lifelong learning programs, and wellness services for

CREATIVE ALLIANCE
Lease Term Sheet
for FWPDA Board
Consideration (03.28.22)

	performances as well as any support of emergency communications for the benefit of the community in partnership with KPTZ. The Premises shall not be used for any other purpose without the prior written consent of FWPDA.	the benefit of the public at Fort Worden State Park consistent with FWPDA's Master Lease.
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 Tenant's employees and clients.	Parking for employees and clients will be in public parking lots on the Fort Worden campus. These parking spaces are not exclusive to the use of Tenant's employees and clients.
Exterior Signage	Any exterior signage proposed by Tenants must be approved by the FWPDA.	
Premises "As-Is"	Standard FWPDA lease terms provide that Centrum, in accepting the premises, accepts the premises in their present condition, "as in, where is, with all faults."	
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.	

RESOLUTION NO. 22-09

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FORT WORDEN LIFELONG LEARNING CENTER PUBLIC DEVELOPMENT AUTHORITY AUTHORIZING AND DIRECTING THE EXECUTIVE DIRECTOR WITH BOARD CHAIR APPROVAL TO EXECUTE A LEASE AGREEMENT WITH NORTHWIND ART TO LEASE BUILDING 308 AND 324 OF MAKERS SQUARE BUILDINGS AT THE FORT WORDEN CAMPUS

RECITALS

- A. This Resolution of the Board of Directors of the Fort Worden Lifelong Learning Center Public Development Authority (Fort Worden Public Development Authority, or FWPDA) authorizes and directs Executive Director (with Board Chair approval) to execute a lease agreement for and on behalf of the Fort Worden Foundation ("Foundation"), a WA nonprofit corporation, to Northwind Art to occupy and operate Buildings 308 and 324, of Makers Square within the Fort Worden campus pursuant to certain terms outlined in Resolution No. 21-08
- B. The property lease terms do not affect the Sub-ground Lease, or other leases, which remain in place according to their terms.
- C. FWPDA determines that certain minimum terms that apply to any lease or use agreement entered into by FWPDA on behalf of Foundation have been met. Key terms and concepts include a rent schedule based on an appraisal of the property (discounted in recognition of limitation on the property), revenues retained by FWPDA for costs of management, maintenance and other expenses (minus 1.5% of revenues paid to Foundation), an inflation factor, and an ability to negotiate value exchanges and capital offsets with tenants for the attraction of and addition of new program areas along with new artisan and education organizations, so long as any value exchanges or capital offsets do not exceed a value greater than 35% of the rents payable over the term of the Lease. The term of agreement would be for as long as FWPDA has an interest in Makers Square.

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

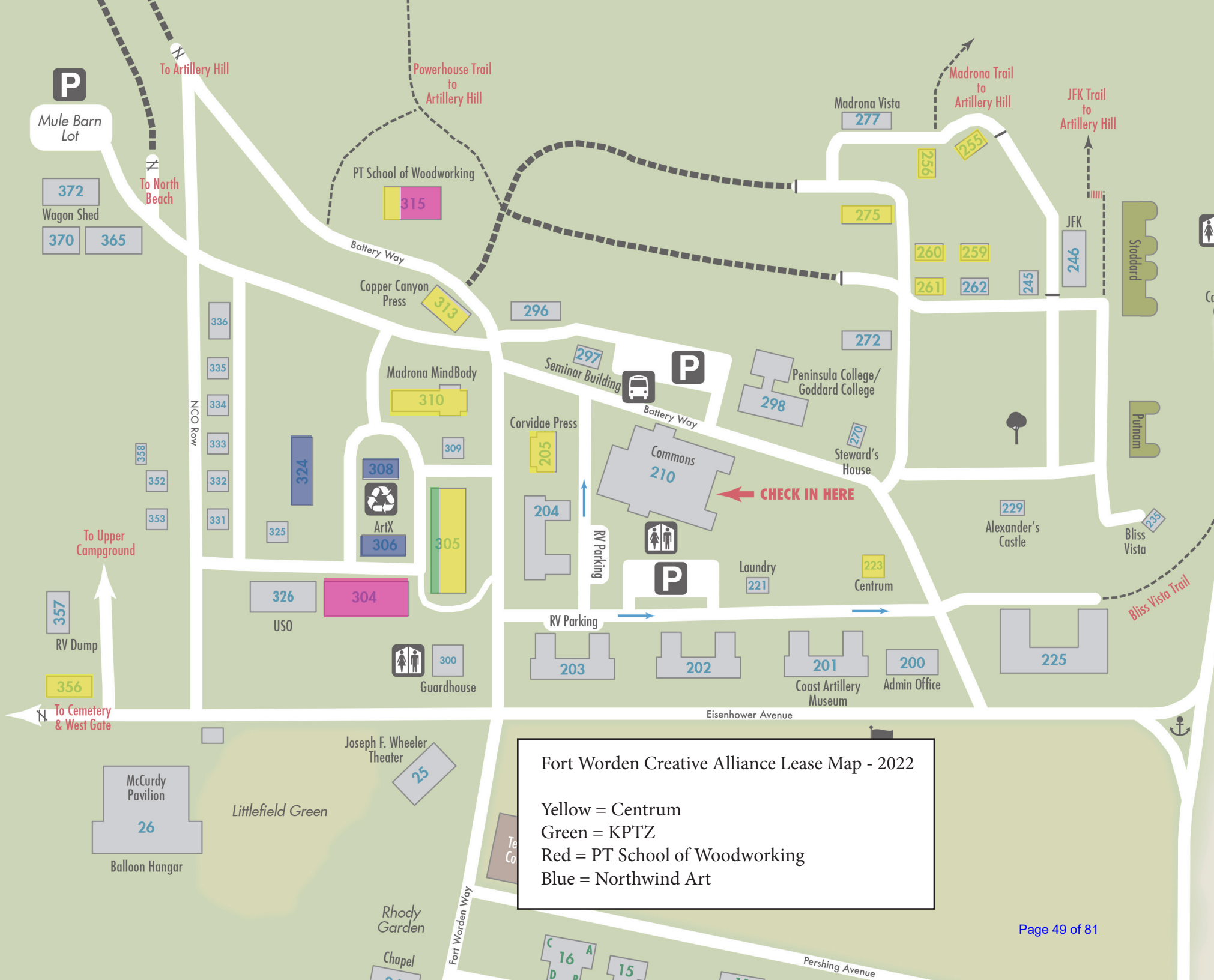
The Board authorizes the Executive Director (with Board Chair approval) to execute a lease agreement with Northwind Art based on the terms in this Resolution

ADOPTED by the Board of Directors of the Fort Worden Lifelong Learning Center Public Development Authority at a special meeting thereof, held the 12th day of April, 2022

ATTEST:

By: _____
David King, Chair

By: _____
Eva Weber, Secretary



**Lease Term Sheet
Makers Square Facilities
Per Foundation
Agreements**

Parties: Fort Worden Lifelong Learning Center Public Development Authority ("FWPDA" or "Landlord") and (Centrum/Northwind Art ("Tenant"))

Premises/Footage

Building 305 (excluding basement) in "as is" condition	6,411 square feet
Building 308 in "as is" condition	2,050 square feet
Building 324 in "as is" condition	2,195 square feet

Term: 25 years. At the expiration of the Term, the parties agree to negotiate in good faith for mutually agreeable terms for a 25-year extension.

Commencement: September 1, 2022

Capital/Tenant

Improvement Offsets:

Approved capital/tenant improvements offsets, if any, to Leased Premises in amount and application to rent payment are set forth in the attached "Rent Spreadsheet" marked Attachment A.

For a description of Capital and/or Tenant Improvements, see Attachment B hereto attached and herein incorporated.

Tenant or its sublessees, shall be responsible for costs of all permits, inspections, certificates, and maintenance related to Capital/Tenant Improvements. Tenant shall coordinate and submit all Capital Improvements to the FWPDA for approval.

Alterations:	Any alterations during the term of the lease must be submitted to the FWPDA for approval and are subject to the standard lease provisions of FWPDA on alterations.
Rent Commencement:	Rent commencement date is September 1, 2022 (unless agreed otherwise). 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 September 1, rent commencement will be delayed until occupancy is allowed.
State Leasehold Rate:	A monthly leasehold rate of 12.84% will be added to the rent (required by state), unless Tenant and/or its sublessees are exempt from this payment. Documentation of exemption must be provided by Tenant to FWPDA.
Schedule of Rent:	Rent shall be due on the first day of the month. Any rent payment not made by Tenant 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:	Tenant has full rights to assign lease terms or sublet the Premises. No assignment or transfer of the rights under the lease shall occur upon a change of control of Tenant 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.

Deposit: PDA policies require a two-month advance rental deposit. The executive director shall waive this deposit in lieu of the Tenant's planned Tenant Improvements to be completed prior to full occupancy.

Utilities: Tenant or its sublessees 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 may impact the Campus 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, subject to mutual agreement.

Building 305 Common Area Maintenance: Tenant shall pay a Building 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 Common Area Maintenance Fee will correspond to usage impact and square footage under the lease and will begin on January 1, 2023.

Internet, Phone, and Technology:

FWPDA will provide access to high speed internet and Wi-fi for Tenant employees and clients. Monthly cost is for 100 Mbps service connect" bandwidth. Any bandwidth requirements above existing service connection will result in a corresponding increased monthly internet service cost.

Fixtures and Equipment:

Personal property, trade fixtures and equipment used in the conduct of the business and placed by Tenant 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 Tenant and campus Partner community programming and broadcasting, receptions, events, and live performances as well as any support of emergency communications for the benefit of the community in partnership with KPTZ. 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. These parking spaces are not exclusive to the use of Tenant's employees and clients.
Signage:	Any signage proposed by the Tenant must be approved by the FWPDA.
Premises "As-Is"	Standard FWPDA lease terms provide that Tenant, in accepting the premises, accepts the premises in their present condition, "as in, where is, with all faults."
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.

MAKERS SQUARE LEASE SEPTEMBER 1 2022

	3 BUILDINGS IN M.S.		
	<u>305</u>	<u>324</u>	<u>308</u>
	60%	21%	19%
SQFT	6,411	2,195	2,050

	<u>Year</u>	<u>FMV</u>				<u>Gross Rent</u>
Pro-Rated	1 2022	\$0.65	\$50,006	\$17,121	\$15,990	\$83,117
	2 2023	\$0.67	\$51,256	\$17,549	\$16,390	\$85,195
	3 2024	\$0.68	\$52,537	\$17,988	\$16,799	\$87,325
	4 2025	\$0.70	\$53,851	\$18,437	\$17,219	\$89,508
	5 2026	\$0.72	\$55,197	\$18,898	\$17,650	\$91,745
	6 2027	\$0.74	\$56,577	\$19,371	\$18,091	\$94,039
	7 2028	\$0.75	\$57,991	\$19,855	\$18,543	\$96,390
	8 2029	\$0.77	\$59,441	\$20,351	\$19,007	\$98,800
	9 2030	\$0.79	\$60,927	\$20,860	\$19,482	\$101,270
	10 2031	\$0.81	\$62,450	\$21,382	\$19,969	\$103,801
	11 2032	\$0.83	\$64,012	\$21,916	\$20,469	\$106,397
	12 2033	\$0.85	\$65,612	\$22,464	\$20,980	\$109,056
	13 2034	\$0.87	\$67,252	\$23,026	\$21,505	\$111,783
	14 2035	\$0.90	\$68,934	\$23,601	\$22,042	\$114,577
	15 2036	\$0.92	\$70,657	\$24,192	\$22,593	\$117,442
	16 2037	\$0.94	\$72,423	\$24,796	\$23,158	\$120,378
	17 2038	\$0.96	\$74,234	\$25,416	\$23,737	\$123,387
	18 2039	\$0.99	\$76,090	\$26,052	\$24,331	\$126,472
	19 2040	\$1.01	\$77,992	\$26,703	\$24,939	\$129,634
	20 2041	\$1.04	\$79,942	\$27,370	\$25,562	\$132,875
	21 2042	\$1.07	\$81,940	\$28,055	\$26,201	\$136,197
	22 2043	\$1.09	\$83,989	\$28,756	\$26,857	\$139,601
	23 2044	\$1.12	\$86,089	\$29,475	\$27,528	\$143,092
	24 2045	\$1.15	\$88,241	\$30,212	\$28,216	\$146,669
	25 2046	\$1.18	\$90,447	\$30,967	\$28,922	\$150,336
			\$1,708,086	\$584,815	\$546,183	\$2,839,084

DRAFT (October 13, 2021

LEASE AGREEMENT

Between

**Fort Worden Foundation (by its representative
Fort Worden Public Development Authority)
and**

THIS LEASE AGREEMENT (referred to herein as "Lease Agreement" or "Agreement") is made this ____ of _____, 2021 (date last signature by a party) by and **Fort Worden Foundation** ("Foundation" or "Landlord") by its representative **Fort Worden Public Development Authority** ("FWPDA") and _____ ("Tenant" or _____). Collectively, these entities are referred to as the "Parties" or "parties" to this Agreement.

RECITALS:

WHEREAS: Fort Worden Foundation ("Foundation" or "Landlord") as lessee of premises known as Makers Square (Fort Worden) entered into a property management agreement with FWPDA authorizing FWPDA to lease premises at Makers Square on behalf of Foundation (as "Landlord"), subject to the terms of the management agreement.

WHEREAS: FWPDA as representative of Foundation and Tenant desire to enter into this Lease for certain premises at Makers Square (Fort Worden) on the terms set forth in this Lease.

WHEREAS: These Recitals are a material part of this Lease, and are intended as effective and binding between the parties.

NOW, THEREFORE, in consideration of the mutual benefits to be conferred on the parties hereto, the parties agree as follows:

1. Premises and Facilities

Subject to the terms of this Agreement, Landlord leases and makes available for Foundation as lessee the use of the following premises as described below and shown in **Exhibit B** (Premises or Site Plan) (referred to herein as the "premises"):

Buildings 305, 308, and 324 within the Makers Square project at Fort Worden, Port Townsend, WA

EXCEPT, the leased area does not include and is subject to the terms in a Lease Agreement between Master Tenant, LLC as landlord and KPTZ as lessee for the basement of Building 305.

EXCEPT, Landlord reserves the right to free use of available space for up to 7 days a year for fundraising events. "Available space" means space that could be made available for use by Landlord with minimal disturbance to Tenant's activities. Tenant agrees to cooperate in establishing dates and space.

The Premises are part of real property described in **Exhibit A** (Real Property). The parties agree FWPDA may attach a more specific legal description (or similar description like an area map) that further defines or describes the property shown in **Exhibit B**.

2. **Permitted Uses**

Foundation shall use the premises and facilities, including common space areas, for the following purposes: For cultural, artistic, and learning purposes.

The premises shall not be used for any other purposes without the prior written consent of the FWPDA, which decision is within the sole discretion of FWPDA, and shall not be used for any purpose that violates any grant or tax credit requirement.

3. **Specific Terms**

(a) **Rental Rate:**

The rental amount is set forth in the "Rent Schedule" (herein, the "Rent Schedule") attached as **Exhibit C** and incorporated herein. The Rent Schedule reflects all negotiated terms, allowances, and consideration, including Target Market Rent, Annual Lease Payment, Capital Investment Offset (CIO), Lease Payment before Historic Tax Credits (HTC), HTC Offset, Final Lease Payment, Final Effective Lease Rate, except as otherwise set forth in this Lease

(b) **Capital Improvements:**

Capital improvements to the Leased Premises and their offset (CIO), and any other credits or offsets in amount and application to rent payment is set forth in the attached "Rent Schedule" marked **Exhibit C**.

(c) **Payment:**

All rent shall be paid to FWPDA (or designee). All additions to rent, namely, Tenant's pro rata share and obligation for Common Area Maintenance, Campus Area Maintenance Fees, and Utilities and Internet and Technology Fees (as set forth below) shall be paid to

FWPDA (or designee), unless FWPDA has authorized or directed payment to a service provider.

Rent shall be due on the first day of the month. Any rent payment not made by Foundation within sixty days of the due date shall bear interest at the rate of 12 percent per annum from the date originally due until the date paid.

(d) Rent Escalation:

Such rental rate is subject to an annual escalation (shown on Exhibit C as a 2.5% annual increase).

4. Leasehold Excise Tax

Unless Tenant is exempt from state Leasehold Excise Tax (LET), Foundation shall pay in addition to rent a monthly leasehold excise tax rate of 12.84% of the monthly rental rate (or as the rate is amended by the state).

5. Security Deposit

Tenant shall pay a security deposit of \$ _____

6. Rent Commencement

Rent commencement is _____, 2021, unless otherwise agreed in writing by the parties.

7. Adjustments and Additions to Rent

"Rent" shall be adjusted by any applicable allowances provided in the form of offsets against rent, as shown in the Rent Schedule (Exhibit C), and shall be adjusted to include Foundation's pro rata share and obligation for Common Area Maintenance, Campus Area Maintenance Fees, and Utilities and Internet and Technology Fees, as set forth below.

8. Public Benefit and other Allowance

The "Rent Schedule" (Exhibit C) shows the only offsets Tenant would receive. Any FWPDA offer of credits in other leases (for example, public benefit) do not apply to this Lease given the consideration provided Tenant in the terms in this Lease.

9. "AS-IS" Condition

The Premises is leased "AS IS", and neither Landlord nor FWPDA is in a financial position to warranty the condition of the premises and repair defects. In addition, it is incumbent on Tenant to review its needs for a reserve fund to manage the condition of the premises and future repairs and maintenance consistent with maintenance obligations set forth in General Terms (Exhibit E).

10. [RESERVED]

11. Term; Renewal

The Parties agree to a 25-year term (the "Base Term") commencing on the Rent Commencement Date.

At the end of the 25-year term, the parties agree to negotiate in good faith for mutually agreeable terms for one 10-year extension.

The 25-year term may be subject to State Parks approval for that length of term. If so, and it is not approved, then the term is the longest term authorized by the Master Lease.

12. Campus-Wide Internet; Fees

So long as FWPDA provides internet and Wi-fi, FWPDA will provide access to high speed internet and Wi-Fi for Foundation use to the same extent it provides it to other facilities.

Tenant agrees to pay the cost for "100 Mbps service connect" bandwidth and any price increases of the then Vendor during the Term. Any bandwidth requirements above existing service connection will result in a corresponding increased monthly internet service cost. The initial cost is \$150.00 per month.

FWPDA will provide VoIP phone service to the premises. VoIP phone lines require high speed internet access only and will be run through FWPDA-contracted services. The initial Internet and Wi-Fi connection fee shall be paid by the Tenant to FWPDA as a one-time service charge. FWPDA makes no guarantees or representations as to actual service connection or bandwidth that will be provided.

Any bandwidth requirements above existing service connections will result in a corresponding increased monthly internet service cost.

FWPDA will review Tenant'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 Buildings Building 305, 308 and 324 are needed. Tenant's pro rata share of Campus-Wide Internet service fee will include the costs of any specialized equipment or services, if required.

In the event that PDA-provided internet service does not supply sufficient bandwidth for the Tenant, Tenant, at Tenant's sole determination, shall be authorized to obtain separately

contracted internet service, and to opt out of the service provided by FWPDA or its contractors, and in that case shall not be required to pay the aforementioned Campus-Wide Internet Service fee.

13. Utility and Utility Meters:

Tenant shall pay FWPDA for all utilities, taxes and other services (i.e. water, sewer, garbage, electric, and admin fee). Such operation and maintenance service costs include, without limitation, alarm response, inspections, plus specific billings from police, fire, and EMT related to the Premises.

Tenant shall pay separately-metered electrical service (and calculated on a per square foot basis for the premises if not metered), and shall pay its pro rata share of water and sewer bills as metered or calculated on a per square foot basis for the premises by the tenth day of each month.

All Makers Square buildings have been separately metered. If the Tenant sub-leases an entire building to a tenant, the subtenant will be required to create an account with and pay all utilities for operation of their assigned premises-water, electric and fuel oil. For buildings housing multiple tenants or users, the Tenant will bill utilities to subtenants based on relative square footage by tenant.

FWPDA anticipates having better utility cost information in 2023 and will reserve the right to adjust costs based on actual expenses per square foot, which shall impact the Common Area Maintenance fee described below.

14. Uses and Maintenance Fees for Common Areas and Campus Areas

- (a) During the Term (and any Extended Term), Tenant and its employees, contractors, licensees, and invitees shall have the non-exclusive right to use (i) the lobbies, stairs, corridors, restrooms, elevators not located within the demised premises of any other tenant, and other public areas of Building 305 together with KPTZ, including common performance space, gallery space, and (ii) the parking lots, landscaped areas, and common spaces exterior to the building in which the Premises are located and other outdoor spaces within the area known as Makers Square and the Fort Worden campus (collectively, the "Campus Areas"), all in common with FWPDA, the general public, and other Building occupants and their respective licensees, invitees, customers and employees.
- (b) Use of the Common Areas and Campus Areas shall be governed by FWPDA's policies and applicable rules as may be amended from time to time.

- (c) FWPDA shall at all times have exclusive control and management of the Common Areas and Campus Areas (subject to the terms of its Master Lease with State Parks) and no diminution thereof shall be deemed a constructive or actual eviction or entitle Lessee to compensation or a reduction or abatement of rent.
- (d) Beginning in 2022, (a) Tenant will be charged an annual Common Area maintenance ("CAM") fee and (b) an annual Campus Area maintenance fee as an adjustment to the rent reflected in Rent Schedule (Exhibit C). Fee are determined by FWPDA in consultation with existing tenants or subtenants based on historical operational and maintenance cost data provided by FWPDA for the Fort Worden Campus area and projected operational and maintenance costs. Tenant shall pay to FWPDA (or its designee), a Common Area maintenance fee which will be a pro rata share of operational and maintenance costs related to any shared elevator within any building where the leased premises are located, shared performance space, gallery space, restrooms, and other maintenance.

Tenant shall also pay to FWPDA a Campus Area Maintenance fee which will be calculated based on a pro rata share of operational and maintenance costs related to grounds, historic preservation, parking, road, sidewalk, and parking upkeep, parking enforcement, grounds maintenance for the common areas of the FWPDA controlled campus, and public areas of the common areas and other FWPDA controlled support spaces used commonly by all tenants, safety, snow removal, general maintenance to FWPDA controlled infrastructure, excluding any expenses that are funded via the State's budget, and other shared outdoor spaces within the areas known as Makers Square and the Fort Worden Campus, which amount shall be added to the rent. Such Common Area Maintenance fees and Campus Area Maintenance fees will correspond to usage impact and square footage under the lease and shall be invoiced by or on behalf of FWPDA (or designee) to Tenant on or before the tenth day of each month.

- (e) FWPDA (or designee) reserves the right, in its sole determination, to require additional, future, common area user or maintenance fees (in addition to facility charges) for the maintenance, repair and upgrades to campus-wide facilities that serve Tenant and other tenants and users of the campus area. The common area user or maintenance fees would be based on fees or projected fees for the maintenance, repair and upgrades to campus-wide facilities that are related to Tenant's use. For example, if FWPDA determined that parking areas that serve Tenant and other users needed maintenance (or would need maintenance in the near future), user fees would be charged to cover Tenant's share of the costs based on Tenant's parking use.
- (f) Tenant may request FWPDA to provide regularly scheduled janitorial services at \$30.00 per hour (or the rate FWPDA charges for these services when the request is made) or

maintenance services based on FWPDA's actual costs and schedule, assuming FWPDA provides these services.

- (g) Operating costs are based on actual costs and normal maintenance and repair (but not capital projects as defined by Office of Financial Management of the State of Washington), including utilities, alarm response service, police, fire and EMT service contracts, janitorial, HVAC and elevator inspections, attributable to or incurred in connection with the operation of Building 305.

15. Master Lease Revenue Sharing

Lessee acknowledges that FWPDA is currently negotiating with State Parks an amendment to eliminate the obligation in Section 7.9 of the Master Lease that commences as of the 7th annual anniversary of the Date of Possession (as defined in the Master Lease), to pay additional rent to State Parks based on three and one-half percent (3.5%) of the Gross Revenues (as defined in Section 7.9 of the Master Lease) which includes all revenues from lease agreements. To the extent FWPDA continues to be obligated to share revenues with State Parks, rates on revenue generating activities at Fort Worden, may be subject to an adjusted increase which may, at FWPDA's discretion, be invoiced on a pro rata basis with respect to Lessee's lease payments at Fort Worden to reflect a pass-through required under the current terms of the Master Lease. Such invoicing will be done by FWPDA on a quarterly basis for administrative efficiencies.

16. Subleases and Partnership Agreements: Assignments

Tenant can assign or sublease the Premises to sub-tenant(s) without prior written consent of FWPDA as long as subtenant offers lifelong learning programming in the areas of arts, education, or culture.

17. Signage

Tenant agrees to pay the cost of or a proportionate share for any exterior signage or wayfinding displays to direct visitors to its leased or rented facilities.

18. Construction of Makers Square

The parties acknowledge that redevelopment of Makers Square may continue before the termination of this lease. FWPDA will work to minimize construction impacts to the extent possible but cannot make guarantees regarding noise levels or disruption in the area due to construction activity.

19. Maintenance

See General Terms **(Exhibit E)**.

20. Refuse Collection: Recycling of Waste Materials

Tenant shall either provide its own housekeeping and janitorial services for the premises to a level consistent with other facilities on campus and to the reasonable satisfaction of the FWPDA or may contract with FWPDA for janitorial services, per section 15. f. Tenant shall be responsible for proper storage and removal of trash, litter pickup and recycling for any of its onsite programming within the area known as Makers Square and shall coordinate and contract as necessary for additional waste management services necessary to manage its programming and events.

21. Master Lease: Park Closure

This Lease is subject to applicable terms in the Master Lease dated August 2, 2013 by and between State of Washington, and that certain Assignment and Assumption Agreement, dated as of July 16, 2014, between as amended by letter agreement dated August 8, 2014, between the State and FWPDA. See also General Terms (Exhibit E). FWPDA cannot guarantee access in the event of emergency or other event beyond FWPDA's control. Lessee hereby waives any claim against FWPDA for any losses suffered or allegedly suffered due to change of fees, park operating periods or conditions, or complications with access that arise because of a closure of the Park for any reason by State Parks or event beyond FWPDA's control.

22. Relocation Assistance

Lessee acknowledges that this Lease does not at any time entitle the Lessee to assistance under the Uniform Relocation and Real Property Acquisition Policy pursuant to RCW 8.26

23. Notices

All notices may be hand-delivered or mailed. If mailed, they shall be sent by registered mail to the following respective addresses:

To Tenant:

To Fort Worden Public Development Authority (on behalf of Landlord Foundation):

Fort Worden Public Development Authority
200 Battery Way
Port Townsend, Washington 98368
Attention: Executive Director

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. Notices sent by mail shall be deemed to have been given when properly

mailed, and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

24. Additional Terms:

(a) General Terms: General Terms (**Exhibit E**) contains terms which are incorporated by reference into this Agreement. If a General Term is inconsistent with a term in the Lease Agreement (not including Exhibits), then the term in the Lease Agreement applies.

(b) Sub-recipient requirements: Tenant will be required to adhere to and comply with all sub-recipient requirements, set forth in **Exhibit D**.

(c) Grant Funding. FWPDA and Tenant acknowledge and agree that Makers Square buildings 305, 308, and 324 have been funded by certain legislative granting authorities. Both parties shall do and perform, or cause to be done and performed, all such further acts and things, including the preparation, execution and delivery of all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent of maintaining existing funding sources intact and complying with the legal requirements under any such grants and other funding strategies of the FWPDA with respect to Makers Square, and the consummation of the transactions contemplated hereby.

25. Reporting Obligations

Tenant agrees to provide FWPDA access to accounting records and other financial information which reflects the financial condition of the organization and results of operations. These records will be made available at reasonable times mutually agreed upon. Annually, Tenant will provide FWPDA with an IRS Form 990 prepared in conformity with generally accepted accounting principles.

26. Entire Understanding; Severability and Waiver This Agreement is the entire understanding between the parties and no changes, amendments or alterations shall be effective unless agreed to in writing by both parties. In the event any provision of this Agreement is rendered invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. In the event either party waives any provision of the Agreement, it shall not be deemed to have waived that provision at any other time or to have waived any other provision.

27. Recording. Within 30 days of execution, FWPDA will record this Lease Agreement or a Notice and Memorandum of Lease Agreement with the Jefferson County, WA auditor. Upon recording, FWPDA provide a notice of recording to the other parties.

28. **Interpretation.** This Agreement has been submitted to the scrutiny of all parties hereto and their counsel, if desired, and will be given a fair and reasonable interpretation in accordance with the words of the Agreement, without consideration or weight being given to its having been drafted by any party hereto or its counsel.

29. **Disputes.** Whenever the parties cannot agree, the matter at issue shall be submitted to arbitration and such arbitration shall be binding. Each party to the dispute will appoint one arbitrator who together will choose a third arbitrator. The arbitration shall be governed by the State Arbitration Act, contained in RCW 7.04.

30.

In WITNESS WHEREOF, the undersigned parties have executed this Agreement or caused it to be executed on its behalf by its duly authorized representatives, the day and first year above written.

LANDLORD by its agent FORT WORDEN PUBLIC DEVELOPMENT AUTHORITY

By: _____
Its: _____
Date: _____, 2021

TENANT

By: _____
Its: _____
Date: _____, 2021

Attachments:

Exhibit A: Real Property
Exhibit B: Premises
Exhibit C: Rent Schedule
Exhibit D: Subrecipient Agreements
Exhibit E: General Terms

EXHIBIT A:
LEGAL DESCRIPTION - LAND

A portion of the following described real property lying within Section 35, Township 31 North, Range 1 West, W.M., Jefferson County, State of Washington:

Commencing at a point on the meander line of the Strait of Juan de Fuca in Section 26, Township 31 North, Range 1 West, W.M., said point being the Northwest corner of Fowler's Donation Land Claim;

Thence South 92.98 feet to the Jefferson County Monument No. 40;

Thence South 1,786.00 feet;

Thence North 89°54' 00" East, 208.5 feet to a 6"X6" monument, the True Point of Beginning; Thence North 89°54' East 649.92 feet;

Thence South 67°23'30" East, 692.01 feet;

Thence South 79°26'30" East, 357.46 feet;

Thence South 83°39'30" East, 322.42 feet;

Thence North 78°03'30" East, 884.62 feet;

Thence South 4°22'30" East, 775.04 feet;

Thence South 78°09' East, 368.82 feet to the West edge of Front Street (vacated);

Thence South 82°40' East, 54.88 feet to the Inner Harbor line;

Thence South 8°23' West, 728.87 feet along the Inner Harbor line;

Thence South 23°05' East, 728 feet along the Inner Harbor line;

Thence North 79°30' West, 3,059.11 feet along the North line of 17th Street, Pettygrove's 2nd Addition to Port Townsend, as recorded in Volume 2 of Plats, page 17, records of Jefferson County, Washington, to the Southeast corner of the Military Cemetery;

Thence North 10°40' East, 222 feet to the Northeast corner of the Military Cemetery;

Thence North 79°30' West, 230.03 feet to the Northwest corner of the Military Cemetery; Thence North 10°40' East, 134.95 feet;

Thence North 38°45' West, 128.4 feet;

Thence North 0°05' West, 544.0 feet;

Thence South 89°52' West, 232.3 feet;

Thence North 0°07' East, 835.5 feet to the True Point of Beginning;

EXCEPTING that certain parcel of land containing the shorelands, tidelands and a portion of the uplands facing the Strait of Juan de Fuca, East of a line commencing at a point on the North line of 17th Street, Pettygrove's Second Addition to Port Townsend, as recorded in Volume 2 of Plats, page 17, 8' East of Roadway No.2, (which roadway runs generally North and South on the bluff overlooking the Strait of Juan de Fuca); Thence generally in a Northerly direction parallel to said Roadway No.2 along the Easterly side of the concrete and brick gate post nearest the Strait of Juan de Fuca at the Southeast gate; Thence running parallel to said Roadway No. 2 to its intersection with Roadway No. 1, Thence running parallel to said Roadway No. 1, 8' from its Easterly edge to the North boundary line of the former Fort Worden Military Reservation;

EXCEPTING ALSO, any portion lying within Spruce Street, Admiralty Avenue and W Street.

The Real Property consists of a portion of PARCEL F: (portion of tax parcel 101 351 001) as legally described in the Master Lease dated November 8, 2013, between the State of Washington State Parks and Recreation Commission, as landlord, and Fort Worden Foundation Lifelong Learning Center Public Development Authority, as tenant. The buildings (305,308, and 324) are located on that portion of the Real Property depicted on the map annexed hereto.

EXHIBITB:
PREMISES

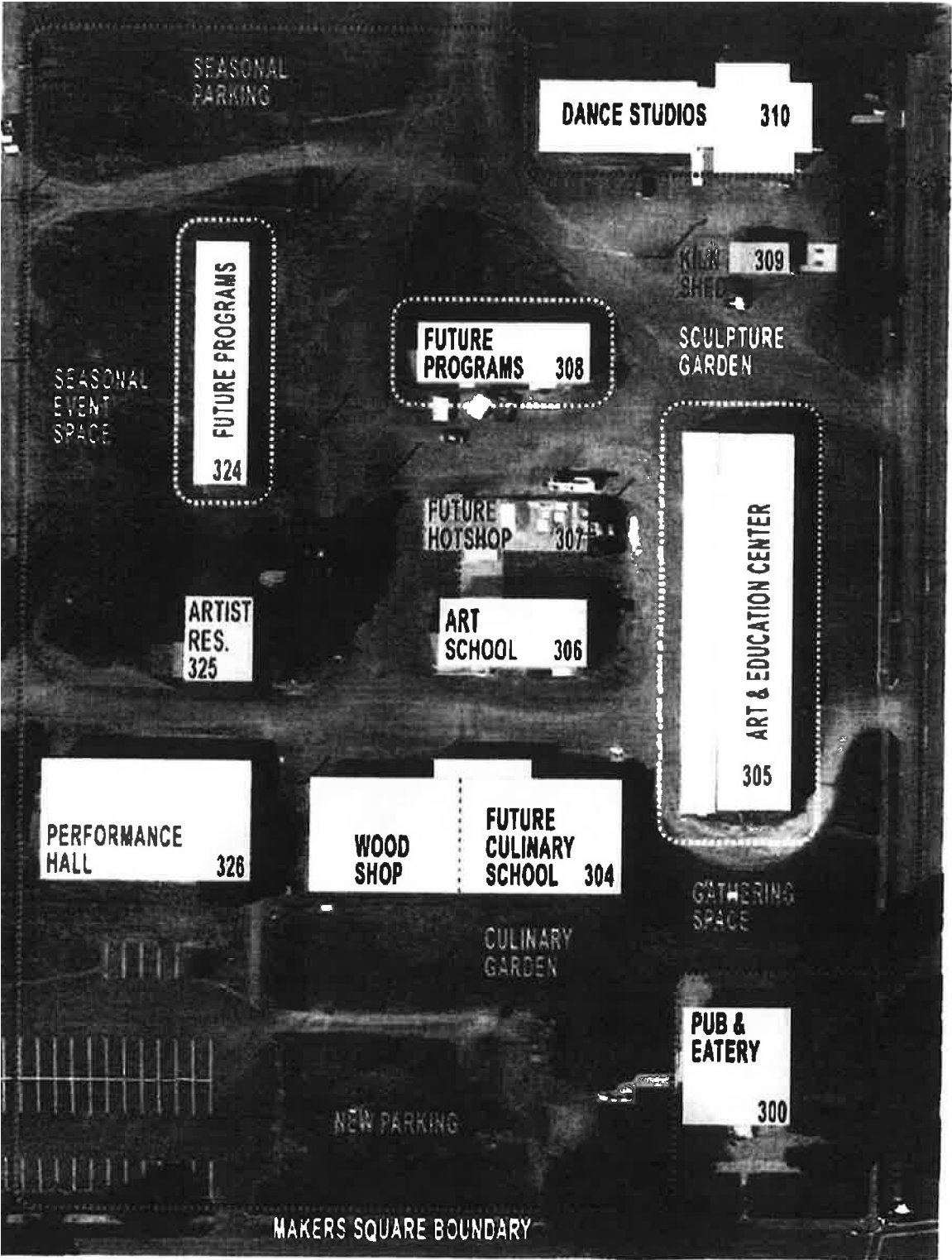


EXHIBIT C: RENT SCHEDULE

Year	Square Footage Lease Rate Buildings 305,308,324	Combined Annual Lease Payment Buildings 305,308,324	Present Value of Cash Flows Buildings 305,308,324 To Property Manager		Discount Rate
			5.0%		
0	\$	"	\$		
1	\$	1.00	\$	131,232	\$ 124,983
2	\$	1.03	\$	134,513	\$ 122,007
3	\$	1.05	\$	137,876	\$ 119,102
4	\$	1.08	\$	141,323	\$ 116,266
5	\$	1.10	\$	144,856	\$ 113,498
6	\$	1.13	\$	148,477	\$ 110,796
7	\$	1.16	\$	152,189	\$ 108,158
8	\$	1.19	\$	155,994	\$ 105,583
9	\$	1.22	\$	159,893	\$ 103,069
10	\$	1.25	\$	163,891	\$ 100,615
11	\$	1.28	\$	167,988	\$ 98,219
12	\$	1.31	\$	172,188	\$ 95,881
13	\$	1.34	\$	176,492	\$ 93,598
14	\$	1.38	\$	180,905	\$ 91,369
15	\$	1.41	\$	185,427	\$ 89,194
16	\$	1.45	\$	190,063	\$ 87,070
17	\$	1.48	\$	194,815	\$ 84,997
18	\$	1.52	\$	199,685	\$ 82,973
19	\$	1.56	\$	204,677	\$ 80,998
20	\$	1.60	\$	209,794	\$ 79,069
-21	\$	1.64	\$	215,039	\$ 77,187
22	\$	1.68	\$	220,415	\$ 75,349
23	\$	1.72	\$	225,925	\$ 73,555
24	\$	1.76	\$	231,573	\$ 71,803
25	\$	1.81	\$	237,363	\$ 70,094
Totals			\$	4,482,592	\$ 2,375,431

RESOLUTION NO. 22-10

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FORT WORDEN
LIFELONG LEARNING CENTER PUBLIC DEVELOPMENT AUTHORITY
AUTHORIZING AND DIRECTING THE EXECUTIVE DIRECTOR WITH BOARD
CHAIR APPROVAL TO EXECUTE A LEASE AGREEMENT WITH NORTHWIND
ART TO MANAGE AND OPERATE BUILDING 306 AT THE FORT WORDEN
CAMPUS**

RECITALS

- A. This Resolution of the Board of Directors of the Fort Worden Lifelong Learning Center Public Development Authority (Fort Worden Public Development Authority, or FWPDA) authorizes and directs Executive Director (with Board Chair approval) to execute a lease agreement for and on behalf of the Fort Worden Foundation ("Foundation"), a WA nonprofit corporation, to occupy and operate Buildings 306 consistent with the terms and conditions of the Master Lease between the Washington State Parks and Recreation Commission and the Fort Worden Life Long Learning Center Public Development Authority.
- B. The property lease terms do not affect the Sub-ground Lease, or other leases, which remain in place according to their terms.
- C. FWPDA determines that certain minimum terms that apply to any lease or use agreement entered into by FWPDA on behalf of Master Lease have been met. Key terms and concepts include assignment of current Master Lease obligations, which includes but not limited to the assigning of all capital and maintenance obligations held by FWPDA to Northwind Art. The term of agreement would be for 25 years. The rent schedule is included in the Board packet for the meeting this Resolution is adopted and is consistent with the terms expressed above.

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

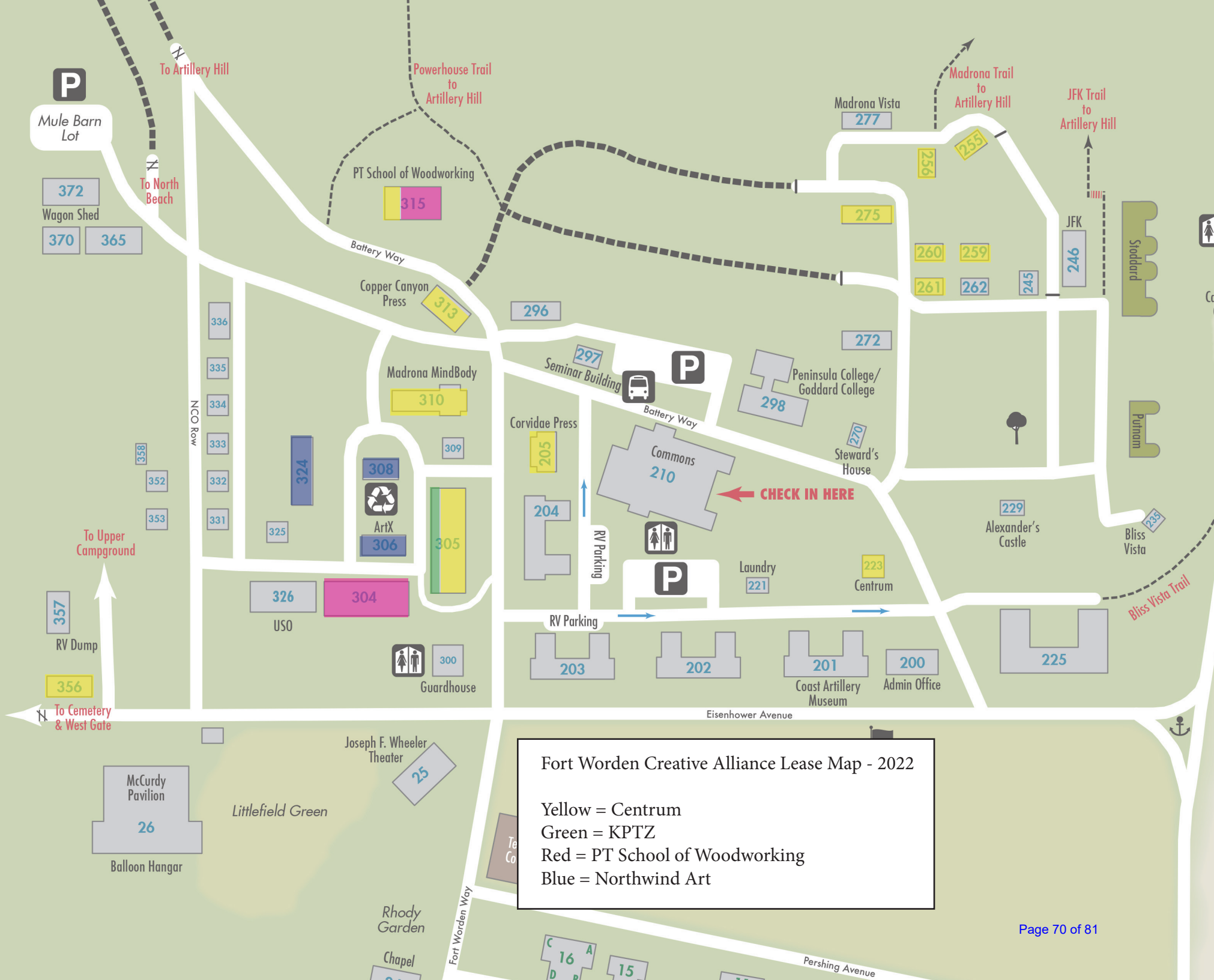
The Board authorizes the Executive Director (with Board Chair approval) to execute a lease agreement with Northwind Art based on the terms in this Resolution

ADOPTED by the Board of Directors of the Fort Worden Lifelong Learning Center Public Development Authority at a special meeting thereof, held the 12th day of April, 2022

By: _____
David King, Chair

ATTEST:

By: _____
Eva Weber, Secretary



CREATIVE ALLIANCE
Lease Term Sheet
for FWPDA Board
Consideration (03.28.22)

Item	Makers Square		Class D	
Parties	Fort Worden Lifelong Learning Center Public Development Authority ("FWPDA" or "Landlord") and Centrum ("Tenant")		Fort Worden Lifelong Learning Center Public Development Authority ("FWPDA" or "Landlord") and Individual Partners ("Tenant")	
Premises/ Footage	Building 305 (excluding basement) in "as is" condition [Centrum will maintain and manage]	6,411 square feet	Building 205 in "as is" condition [Centrum/Corvidae]	7,656 square feet
			Building 223 in "as is" condition [Centrum]	4,160 square feet
	Building 308 in "as is" condition [Centrum will sublet to Northwind Art]	2,050 square feet	Building 255 in "as is" condition [Centrum]	1,065 square feet
			Building 256 in "as is" condition [Centrum]	1,065 square feet
	Building 324 in "as is" condition [Centrum will sublet to Northwind Art]	2,195 square feet	Building 259 in "as is" condition [Centrum]	1,065 square feet
			Building 260 in "as is" condition [Centrum]	1,065 square feet
			Building 261 in "as is" condition [Centrum]	1,065 square feet
			Building 275 in "as is" condition [Centrum]	4,260 square feet
			Building 304 in "as is" condition [Woodworking]	9,240 square feet
			Building 306 in "as is" condition [Woodworking]	2,176 square feet
			Building 310 in "as is" condition [Centrum/Madrona]	5,000 square feet
			Building 313 in "as is" condition [Copper Canyon will sublet from Centrum]	2,220 square feet
			Building 315 in "as is" condition [Northwind/Centrum]	2,626 square feet
			Building 356 in "as is" condition [Centrum storage]	4,154 square feet
Term	25 years. At the expiration of the Term, the parties agree to negotiate in good faith for mutually agreeable terms for a 25-year extension.			
Commencement	September 1, 2022 [to allow tenant improvements]		Upon Signing	
Capital/Tenant Improvement Offsets	Approved capital/tenant improvements offsets to Leased Premises in amount and application to rent payment are set forth in the attached "Rent Spreadsheet" marked Attachment A. Tenant or its sublessees, shall be responsible for costs of all permits, inspections, certificates, and maintenance related to Capital or Tenant Improvements. Tenant shall		There are no capital/tenant improvements offsets to Class D Leased Premises. Tenant or its sublessees, shall be responsible for costs of all permits, inspections, certificates, and maintenance related to future Capital or Tenant Improvements. Tenant shall coordinate and submit all Capital	

CREATIVE ALLIANCE
Lease Term Sheet
for FWPDA Board
Consideration (03.28.22)

	coordinate and submit all Capital Improvements to the FWPDA for approval.	Improvements to the FWPDA for approval.
Alterations	Any alterations during the term of the lease must be submitted to the FWPDA for approval and are subject to the standard lease provisions of FWPDA on alterations.	
Rent Commencement/ Consideration	Rent commencement date is September 1, 2022 (unless agreed otherwise). 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 September 1, rent commencement will be delayed until occupancy is allowed.	Tenants shall be provided access to Buildings free of rent in exchange for undertaking annual routine maintenance and necessary capital improvements. This consideration is provided in recognition of independently-verified deferred maintenance—in the form of \$14.2 million in observed deficiencies and \$12.6 million in predicted renewals—for these explicit facilities (stated in 2021 dollars). ¹ All capital projects shall require advance review and approval of FWPDA. Major maintenance needs (as defined in FWPDA Master Lease) and their cost may be shared by Tenant/s, Washington State Parks, and FWPDA, pending approval/s and available resources. Tenant maintenance and capital plans shall be shared via monthly meetings of the Operating Work Group.
State Leasehold Rate	A monthly leasehold rate of 12.84% will be added to the rent (required by state), unless Tenant/s and/or their sublessors are exempt from this payment. Documentation of exemption must be provided to FWPDA.	
Schedule of Rent	Rent shall be due on the first day of the month. Any rent payment not made by Tenant within sixty days of the due date shall be cause for termination by FWPDA.	n/a
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.	
Annual Lease Administration Fee	n/a	Tenants are subject to a per-square-foot-per-year Annual Lease Administration Fee, billed on a quarterly basis by Landlord. The fee shall start at \$.05 per-square-foot-per-year upon signing.
Assignment/ Change of Control	Tenant has full rights to assign lease terms or sublet the Premises. No assignment or transfer of the rights under the lease shall occur upon a change of control of Tenant 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.	n/a

¹ MENG Analysis facilities condition report, commissioned and funded by Centrum on behalf of Creative Alliance partners, November 3, 2021.

CREATIVE ALLIANCE
Lease Term Sheet
for FWPDA Board
Consideration (03.28.22)

Annual Increase	Commencing as of calendar year 2023 and continuing annually each calendar year thereafter, the annual rent payable under this Lease Agreement shall be increased 2.5% annually.	Commencing as of calendar year 2023 and continuing annually each calendar year thereafter, the annual Lease Administration Fee payable under this Lease Agreement shall be increased 2.5% annually.
Deposit	PDA policies require a two-month advance rental deposit. The executive director shall waive this deposit in consideration of Centrum's legacy and partnership at Fort Worden.	n/a
Utilities	Tenant or its sublessees will pay all utilities for operation of the Premises—for water, electric and fuel oil costs, which shall be separately metered. FWPDA will reserve the right to adjust costs based on actual expenses per square foot.	
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, subject to mutual agreement.	
Building 305 Common Area Maintenance	Centrum 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 on January 1, 2023.	n/a
Internet, Phone, and Technology	So long as FWPDA provides internet and With-fi, FWPDA will provide access to high speed internet and Wi-Fi for Foundation use to the same extent it provides it to other facilities. Tenant agrees to pay the cost for "100 Mbps service connect" bandwidth and any price increases of the then Vendor during the Term. Any bandwidth requirements above existing service connection will result in a corresponding increased monthly internet service cost. The initial cost is \$150.00 per month. FWPDA will provide VoIP phone service to the premises. VoIP phone lines require high speed internet access only and will be run through FWPDA-contracted services. The initial Internet and Wi-Fi connection fee shall be paid by the Tenant to FWPDA as a one-time service charge. In the event that PDA-provided internet service does not supply sufficient bandwidth for the Tenant, Tenant, at Tenant's sole determination, shall be authorized to obtain separately contracted internet service, and to opt out of the service provided by FWPDA or its contractors, and in that case shall not be required to pay a Campus-Wide Internet Service fee.	
Fixtures and Equipment	Personal property, trade fixtures and equipment used in the conduct of the business and placed by Tenants 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 Centrum and campus Partner community programming and broadcasting, receptions, events, and live	Use of premises is for Tenant exclusive use in support of administration, lifelong learning programs, and wellness services for

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	performances as well as any support of emergency communications for the benefit of the community in partnership with KPTZ. The Premises shall not be used for any other purpose without the prior written consent of FWPDA.	the benefit of the public at Fort Worden State Park consistent with FWPDA's Master Lease.
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 Tenant's employees and clients.	Parking for employees and clients will be in public parking lots on the Fort Worden campus. These parking spaces are not exclusive to the use of Tenant's employees and clients.
Exterior Signage	Any exterior signage proposed by Tenants must be approved by the FWPDA.	
Premises "As-Is"	Standard FWPDA lease terms provide that Centrum, in accepting the premises, accepts the premises in their present condition, "as in, where is, with all faults."	
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.	

RESOLUTION NO. 22-11

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FORT WORDEN LIFELONG LEARNING CENTER PUBLIC DEVELOPMENT AUTHORITY AUTHORIZING AND DIRECTING THE EXECUTIVE DIRECTOR WITH BOARD CHAIR APPROVAL TO EXECUTE A LEASE AGREEMENT WITH PORT TOWNSEND SCHOOL OF WOODWORKING TO MANAGE AND OPERATE BUILDINGS 304 AND A PORTION OF 315 (Upper Floor) AT THE FORT WORDEN CAMPUS

RECITALS

- A. This Resolution of the Board of Directors of the Fort Worden Lifelong Learning Center Public Development Authority (Fort Worden Public Development Authority, or FWPDA) authorizes and directs Executive Director (with Board Chair approval) to execute a lease agreement for and on behalf of the Fort Worden Foundation ("Foundation"), a WA nonprofit corporation, to occupy and operate Buildings 304 and a portion of 315 (upper floor) consistent with the terms and conditions of the Master Lease between the Washington State Parks and Recreation Commission and the Fort Worden Life Long Learning Center Public Development Authority.
- B. The property lease terms do not affect the Sub-ground Lease, or other leases, which remain in place according to their terms.
- C. FWPDA determines that certain minimum terms that apply to any lease or use agreement entered into by FWPDA on behalf of Master Lease have been met. Key terms and concepts include assignment of current Master Lease obligations, which includes but not limited to the assigning of all capital and maintenance obligations held by FWPDA to Port Townsend School of Woodworking. The term of agreement would be for 25 years. The rent schedule is included in the Board packet for the meeting this Resolution is adopted and is consistent with the terms expressed above.

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

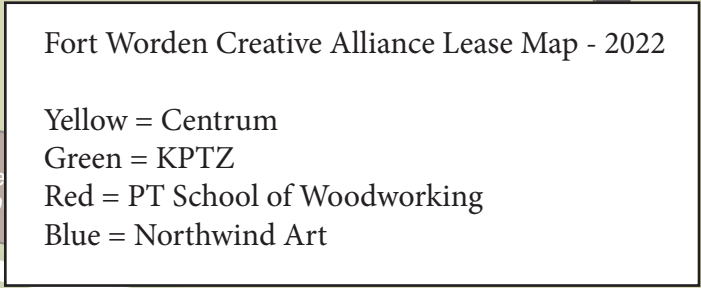
The Board authorizes the Executive Director (with Board Chair approval) to execute a lease agreement with the Port Townsend School of Woodworking based on the terms in this Resolution

ADOPTED by the Board of Directors of the Fort Worden Lifelong Learning Center Public Development Authority at a special meeting thereof, held the 12th day of April, 2022

By: _____
David King, Chair

ATTEST:

By: _____
Eva Weber, Secretary



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Item	Makers Square		Class D	
Parties	Fort Worden Lifelong Learning Center Public Development Authority ("FWPDA" or "Landlord") and Centrum ("Tenant")		Fort Worden Lifelong Learning Center Public Development Authority ("FWPDA" or "Landlord") and Individual Partners ("Tenant")	
Premises/ Footage	Building 305 (excluding basement) in "as is" condition [Centrum will maintain and manage]	6,411 square feet	Building 205 in "as is" condition [Centrum/Corvidae]	7,656 square feet
			Building 223 in "as is" condition [Centrum]	4,160 square feet
	Building 308 in "as is" condition [Centrum will sublet to Northwind Art]	2,050 square feet	Building 255 in "as is" condition [Centrum]	1,065 square feet
			Building 256 in "as is" condition [Centrum]	1,065 square feet
	Building 324 in "as is" condition [Centrum will sublet to Northwind Art]	2,195 square feet	Building 259 in "as is" condition [Centrum]	1,065 square feet
			Building 260 in "as is" condition [Centrum]	1,065 square feet
			Building 261 in "as is" condition [Centrum]	1,065 square feet
			Building 275 in "as is" condition [Centrum]	4,260 square feet
			Building 304 in "as is" condition [Woodworking]	9,240 square feet
			Building 306 in "as is" condition [Woodworking]	2,176 square feet
			Building 310 in "as is" condition [Centrum/Madrona]	5,000 square feet
			Building 313 in "as is" condition [Copper Canyon will sublet from Centrum]	2,220 square feet
			Building 315 in "as is" condition [Northwind/Centrum]	2,626 square feet
			Building 356 in "as is" condition [Centrum storage]	4,154 square feet
Term	25 years. At the expiration of the Term, the parties agree to negotiate in good faith for mutually agreeable terms for a 25-year extension.			
Commencement	September 1, 2022 [to allow tenant improvements]		Upon Signing	
Capital/Tenant Improvement Offsets	Approved capital/tenant improvements offsets to Leased Premises in amount and application to rent payment are set forth in the attached "Rent Spreadsheet" marked Attachment A. Tenant or its sublessees, shall be responsible for costs of all permits, inspections, certificates, and maintenance related to Capital or Tenant Improvements. Tenant shall		There are no capital/tenant improvements offsets to Class D Leased Premises. Tenant or its sublessees, shall be responsible for costs of all permits, inspections, certificates, and maintenance related to future Capital or Tenant Improvements. Tenant shall coordinate and submit all Capital	

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	coordinate and submit all Capital Improvements to the FWPDA for approval.	Improvements to the FWPDA for approval.
Alterations	Any alterations during the term of the lease must be submitted to the FWPDA for approval and are subject to the standard lease provisions of FWPDA on alterations.	
Rent Commencement/ Consideration	Rent commencement date is September 1, 2022 (unless agreed otherwise). 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 September 1, rent commencement will be delayed until occupancy is allowed.	Tenants shall be provided access to Buildings free of rent in exchange for undertaking annual routine maintenance and necessary capital improvements. This consideration is provided in recognition of independently-verified deferred maintenance—in the form of \$14.2 million in observed deficiencies and \$12.6 million in predicted renewals—for these explicit facilities (stated in 2021 dollars). ¹ All capital projects shall require advance review and approval of FWPDA. Major maintenance needs (as defined in FWPDA Master Lease) and their cost may be shared by Tenant/s, Washington State Parks, and FWPDA, pending approval/s and available resources. Tenant maintenance and capital plans shall be shared via monthly meetings of the Operating Work Group.
State Leasehold Rate	A monthly leasehold rate of 12.84% will be added to the rent (required by state), unless Tenant/s and/or their sublessors are exempt from this payment. Documentation of exemption must be provided to FWPDA.	
Schedule of Rent	Rent shall be due on the first day of the month. Any rent payment not made by Tenant within sixty days of the due date shall be cause for termination by FWPDA.	n/a
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.	
Annual Lease Administration Fee	n/a	Tenants are subject to a per-square-foot-per-year Annual Lease Administration Fee, billed on a quarterly basis by Landlord. The fee shall start at \$.05 per-square-foot-per-year upon signing.
Assignment/ Change of Control	Tenant has full rights to assign lease terms or sublet the Premises. No assignment or transfer of the rights under the lease shall occur upon a change of control of Tenant 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.	n/a

¹ MENG Analysis facilities condition report, commissioned and funded by Centrum on behalf of Creative Alliance partners, November 3, 2021.

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Annual Increase	Commencing as of calendar year 2023 and continuing annually each calendar year thereafter, the annual rent payable under this Lease Agreement shall be increased 2.5% annually.	Commencing as of calendar year 2023 and continuing annually each calendar year thereafter, the annual Lease Administration Fee payable under this Lease Agreement shall be increased 2.5% annually.
Deposit	PDA policies require a two-month advance rental deposit. The executive director shall waive this deposit in consideration of Centrum's legacy and partnership at Fort Worden.	n/a
Utilities	Tenant or its sublessees will pay all utilities for operation of the Premises—for water, electric and fuel oil costs, which shall be separately metered. FWPDA will reserve the right to adjust costs based on actual expenses per square foot.	
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, subject to mutual agreement.	
Building 305 Common Area Maintenance	Centrum 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 on January 1, 2023.	n/a
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