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**Port of Port Townsend  
1<sup>st</sup> Monthly Meeting Agenda  
Wednesday, February 10, 2016, 1:00 PM  
Port Commission Building  
333 Benedict Street, Port Townsend, WA**

- I. Call to Order / Pledge of Allegiance
- II. Approval of Agenda
- III. Consent Agenda
  - A. Approval of Meeting Minutes – January 27, 2016.....1-3
  - B. Resolution No. 641-16 – Declaring Certain Items Surplus.....4-5
  - C. Operations Reports – January 2016.....6-8
  - D. Approval of Warrants
- IV. Public Comments (not related to Agenda)
- V. Second Reading
  - A. Kayak Rack Storage Rates.....9
- VI. First Reading
- VII. Potential Immediate Action Items
  - A. Associate Development Organization (ADO) Services Agreement & Scope Of Services.....10-18
  - B. Windridge Solutions Professional Services Agreement.....19-22
  - C. MW Hillman Consulting Professional Services Agreement.....23-25
- VIII. Other Business
- IX. Staff Comments
- X. Public Comments
- XI. Commissioner Comments
- XII. **Next Meeting: Wednesday, February 24, 2016 at 5:30 PM, Port Commission Building, 333 Benedict Street, Port Townsend, WA**
- XIII. Executive Session:
  - A. Personnel – To Evaluate the Qualifications of an Applicant for Public Employment, Pursuant to RCW 42.30.110 (g)
- XIV. Adjournment

## PORT COMMISSION MEETING– January 27, 2016

The Port of Port Townsend Commission met in regular session at the Commission Building, 333 Benedict Street, Port Townsend, WA

Present: Commissioners – Tucker and Clinefelter  
Executive Director – Crockett  
Deputy Director - Pivarnik  
Auditor – Berg  
Attorney - Lake  
Minutes – Nelson

Present on Conference Call: Commissioner Hanke

### I. CALL TO ORDER/PLEDGE OF ALLEGIANCE:

Commissioner Tucker called the meeting to order at 5:30 PM.

### II. APPROVAL OF AGENDA:

**Commissioner Tucker moved to approve the Agenda as presented.**

**Commissioner Clinefelter seconded the motion.**

**Motion carried by unanimous vote.**

### III. CONSENT AGENDA:

(Audience member Vigo Anderson, of Port Townsend, was granted permission to speak prior to reading of the Consent Agenda.)

Vigo Anderson commented on the warrant to Hillman Consulting, believing it should be pulled as it is over his contracted amount.

Auditor Berg explained she became aware of this and immediately put a new process in place to help alleviate this type of occurrence.

Attorney Lake explained the overage amount falls under the Director's Delegation of Authority.

A. Approval of Meeting Minutes – January 13, 2016

Approval of Workshop Minutes – January 13, 2016

Approval of Public Hearing/Special Meeting Minutes – January 19, 2016

B. Approval of Warrants

Warrant #055660 through #055670 in the amount of \$13,984.66 for Payroll & Benefits

Electronic Payment in the amount of \$55,952.74 for Payroll & Benefits

Warrant #055671 through #055713 in the amount of \$173,756.70 for Accounts Payable

Electronic Debit in the amount of \$3,663.14 for WA State Dept. of Revenue Combined

Excise Tax Return for December 2015

**Commissioner Tucker moved to approve the Consent Agenda as presented, amending the warrants by removing the warrant to Hillman Consulting and re-issuing a check for the balance of the contract and resolving the residual payable later.**

**Commissioner Clinefelter seconded the motion.**

**Motion carried by unanimous vote.**

### IV. PUBLIC COMMENTS (Not related to agenda) (4:54):

Carol Tabler expressed her concerns on stormwater issues. She also commented on an article in the recent Leader newspaper.

Bertram Levy thanked Mr. Pivarnik for addressing the parking issue in the area of 'D' dock. He also asked why certain projects were missing from the 2016 Draft Capital Budget.

Melinda Bryden discussed rates and said she believes taxpayers should not have to pay to subsidize the marina. She again asked Commissioners Hanke and Clinefelter to reconsider and bring 2016 moorage rates to market value.

### V. SECOND READING (Action Items):

A. Resolution No. 638-16 – Delegation of Authority (13:37):

Mr. Crockett reminded staff has no recommended changes to the policy.

**Commissioner Tucker moved to adopt Resolution No. 638-16 as presented.**

**Commissioner Clinefelter seconded the motion.**

**Motion carried by unanimous vote.**

B. Resolution No. 639-16 – Commission Meeting Procedures (14:27):

Mr. Crockett discussed the change to the agenda format, with the addition of Item VIII – “Other Business”.

Ms. Nelson brought attention to date changes (May and November 2016) for two of the Regular Commission Meetings due to conflicts.

**Commissioner Tucker moved to adopt Resolution No. 639-16 as presented.**

**Commissioner Clinefelter seconded the motion.**

**Motion carried by unanimous vote.**

C. Resolution No. 640-16 – Promotional Hosting Procedures (17:04):

Mr. Crockett stated this policy is more common with larger ports, and there is not much opportunity for promotional hosting with smaller ports. He explained this authorizes the director to spend up to \$1000 on hosting, but anything beyond that would need commission approval.

**Commissioner Tucker moved to adopt Resolution No. 640-16 as presented.**

**Commissioner Clinefelter seconded the motion.**

**Motion carried by unanimous vote.**

VI. FIRST READING (Discussion Only):

A. Kayak Rack Storage Rates (18:30):

Mr. Crockett reminded that Mr. Phil Pilgrim presented his case at the previous commission meeting. Mr. Crockett reported on kayak rack rates at other marinas, which were comparable to the Port of PT's rates. Mr. Pivarnik provided history on the planning, engineering, and installation costs for the kayak racks on the Point Hudson docks.

Commissioner Hanke stated he appreciates Ms. Bryden's comments on moorage rates. He added that he thinks Mr. Pilgrim has a reasonable argument about the kayak rate increase. Mr. Hanke suggested the commission might consider lowering the 2016 rate to \$25, including Leasehold Tax, and revisiting the rate next year.

Commissioner Clinefelter said he concurs with Commissioner Hanke. He has heard from others who are not happy with the kayak increase and he would not like to lose customers.

Commissioner Tucker discussed the 55% rate increase to boat ramp users. He does not believe the 2016 kayak rack rates should be lowered. He added, “if we’ve told the tax payers that we would charge market rates than we should do just that”. Commissioner Tucker suggested adding another row for kayak storage, to give people more flexibility on leasing rack space.

B. Gatheringplace Proposal (25:57):

Mr. Pivarnik introduced Linda Ferris of the Gatheringplace (GP) for her presentation. Ms. Ferris introduced some staff and program participants in the audience. She explained that for the past six or seven years they have been making their dog biscuits at a space in the Skookum Building but Skookum needs that space back for their laundry operations. She explained the GP is privately funded and is dependent on their volunteers. She described the proposed site location for the “baking building” at the backside of the duplex. Their plans are to use this facility to continue baking dog biscuits and to hold their music and cooking classes there. Their plans also include offering art classes to the public and renting out the commercial kitchen when available.

After further discussion, all commissioners were in concurrence with the baking building proposal.

Mr. Pivarnik said he would present a draft lease at the next commission meeting. The architect also asked for a letter of intent from the Port.

VII. POTENTIAL IMMEDIATE ACTION ITEMS):

VIII. STAFF COMMENTS (42:37):

Auditor Berg responded to Mr. Levy's comment on the boat ramp not being included in the Draft 2016 Capital Budget, explaining that the ramp is not a new project. She said she would have estimates on final costs in a few weeks.

Mr. Crockett added some of the concrete slabs for the ramp project were delivered this week. He stated that Ms. Berg would present a cost spreadsheet when the project is completed.

Mr. Pivarnik explained Change Order #1, in the amount of \$5600, for the boat ramp project. He said he made an error on the length of new dock when placing the materials order.

Mr. Crockett announced the NODC meeting scheduled for tomorrow was canceled.

He reported he would attend a meeting in Olympia next week with WA Public Ports and DNR to continue discussions on two possible demo sites for DNR derelict vessels, one being the Port of PT.

Mr. Crockett discussed the Seattle Boat Show starting up Friday, and said he would be working the booth next Wednesday, and Thursday he would be back at the show attending the WA Boating Alliance meeting.

Mr. Crockett reminded all of the Special Meeting, Executive Session only, (personnel) scheduled for Friday, Feb. 5 at 9:00 AM.

IX. PUBLIC COMMENTS (48:00):

Vigo Anderson commented on the idea of adding additional kayak rack storage at Point Hudson. He also commented on the Hillman Consulting contract, and that more detailed reports should be included with his invoices.

Commissioner Clinefelter added that he concurs with Mr. Anderson and believes there should be a project management plan in place.

Brooks Towns commented that he believes kayaks and boats are not a good mix in the Point Hudson marina, and asked if there were options to relocate the kayak racks.

Commissioner Hanke concurred with Mr. Towns on the idea of rack relocation. Mr. Crockett stated it would be a major cost to relocate the kayak racks.

Randy Rosens, volunteer at Gathering Place, thanked the commissioners for their overwhelming positive response on the Gatheringplace proposal, and stated the GP is a valuable asset to the community.

Phil Pilgrim thanked the commission for their reconsideration on the 2016 kayak rate increase. He suggested procedures signage installed in the Point Hudson marina might help alleviate possible kayak/boat traffic issues.

X. COMMISSIONER COMMENTS (57:21):

Commissioner Clinefelter suggested an update on stormwater reports at a future meeting to address Ms. Tabler's concerns.

Commissioner Hanke commented on kayak and boat traffic in the Point Hudson marina.

Commissioner Clinefelter also suggested installing signage at Point Hudson stating "No Divers Allowed in the Marina/Channel".

XI. NEXT SPECIAL MEETING and PUBLIC WORKSHOP/REGULAR MEETING:

**SPECIAL MEETING** – Executive Session only is scheduled for Friday, February 5, 2016 at 9:00 AM.

**PUBLIC WORKSHOP** scheduled for Wednesday, February 10, 2016 at 9:30 AM.

**REGULAR MEETING** scheduled for 1:00 PM, same day, in the Port Commission Building, 333 Benedict St., Port Townsend.

XII. EXECUTIVE SESSION:

XIII. ADJOURNMENT:

The meeting adjourned at 6:29 PM there being no further business to come before the Commission.

ATTEST:

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Peter W. Hanke, President

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Brad A. Clinefelter, Secretary

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Stephen R. Tucker, Vice President

**RESOLUTION NO. 641-16**

**A Resolution of the Commission of the Port of Port Townsend**

**RESOLUTION DECLARING CERTAIN ITEMS SURPLUS AND  
AUTHORIZING THEIR SALE AND/OR DISPOSAL**

**WHEREAS:** The Port of Port Townsend has in its possession old, outdated, and/or non-operable computers, monitors, printers, and similar type equipment, as described in Exhibit A and attached to this resolution; and

**WHEREAS:** due to continual usage and age, this equipment is of little or no value, and is no longer needed for Port purposes; and

**WHEREAS:** such property having been certified in writing as not needed for Port purposes by the Executive Director, its managing official, a copy of said certification is marked Exhibit A and attached to this Resolution,

**NOW, THEREFORE BE IT HEREBY RESOLVED** by the Port Commission of the Port of Port Townsend that the said property be declared surplus, and that the Executive Director is authorized to sell or dispose of the property in the best manner which he, in his discretion, shall determine, including by negotiation or informal bidding from members of the public, or direct disposal.

**ADOPTED this 10<sup>th</sup> day of February, 2016 by the Commission of the Port of Port Townsend** and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the Seal of the Commission duly affixed.

**ATTEST:**

\_\_\_\_\_  
Brad A. Clinefelter, Secretary

\_\_\_\_\_  
Peter W. Hanke, President

\_\_\_\_\_  
Stephen R. Tucker, Vice President

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Port Attorney

**EXHIBIT "A"****CERTIFICATE****THAT CERTAIN PORT DISTRICT PROPERTY IS SURPLUS**

The undersigned, Larry C. Crockett, Executive Director, the managing official of the Port District of the Port of Port Townsend, hereby certifies that the following property is surplus and is not needed for Port District purposes.

**EQUIPMENT TO SURPLUS:**

<b>LOCATION:</b>	<b>TYPE</b>	<b>BRAND</b>	<b>MODEL</b>	<b>SERIAL #</b>
Archive Bldg	Printer	HP	Jet Pro 8000	CN 0222R1Q0
Archive Bldg	Fax	Brother	Intelifax 1270	G17163323Z
Archive Bldg	Calculator	Sharp	EL-230PIII	1D073071
Archive Bldg	Receipt Printer	Samsung	<i>no number</i>	110720036
Archive Bldg	Receipt Printer	Samsung	<i>no number</i>	105720095
Archive Bldg	Printer	HP	<i>no number</i>	MY7K6819M
Archive Bldg	Printer	HP	Office Jet 6310	CN 72QC0M2
Archive Bldg	Fax	Brother	Intelifax 1270	1270 G17154607
Archive Bldg	Monitor	Dell	<i>no number</i>	CN 0CJ16772872-69F-06GL
Archive Bldg	Printer	HP	Desk Jet 960C	MX14K1Z1JM
Archive Bldg	Shredder	Fellows	<i>no number</i>	<i>none</i>
Archive Bldg	Monitor	Dell	<i>no number</i>	CN 0FP816-74261-85Q-0RFA
Archive Bldg	Computer	Dell	Optiplex GX620	FR8N4C1
Archive Bldg	Computer	Dell	Optiplex GX620	2S8N4C1
Archive Bldg	Computer	Dell	Optiplex GX620	GR8N4C1
Archive Bldg	Computer	Dell	Optiplex GX620	1S8N4C1
Archive Bldg	Computer	Dell	Optiplex GX620	2R8N4C1
Archive Bldg	Computer	Dell	Optiplex GX620	CR8N4C1
Archive Bldg	Fax	Brother	Intelifax 1270	M17926365Z
Archive Bldg	Credit Card Reader	Hypercam	<i>no number</i>	100004106155
Archive Bldg	Credit Card Reader	Hypercam	<i>no number</i>	T1665550
Archive Bldg	Printer	HP	Desk Jet 5650	MY41T4Q16S
Archive Bldg	Battery Backup	APC	UPSCS 350	AB0143142274
Archive Bldg	Battery Backup	APC	ES 550	3B0746X42887
Archive Bldg	Net Gear	Fire Wall	<i>no number</i>	168363B4000F6
Archive Bldg	Calculator	HP	48GX	<i>none</i>
Archive Bldg	Typewriter	Brother	SX4000	K1K462632
Archive Bldg	Vaccum	Wind Tunnel	<i>no number</i>	<i>None</i>

**DATED this 10<sup>th</sup> day of February 2016.**

\_\_\_\_\_  
 Larry C. Crockett  
 Executive Director

# BOATHAVEN OPERATIONS REPORT/MOORAGE

MONTH: JANUARY 2016

DATE: 2/4/2016

MONTHLY PERMS: 346

MONTHLY GUESTS: 23

# OF SLIPS BY SIZE	OCCUPIED	empty	% occ.
25' 34	32	2	94%
27' 11	10	1	91%
30' 105	103	2	98%
35' 24	24	0	100%
40' 44	42	2	95%
45' 41	40	1	98%
50' 32	32	0	100%
OVER 52' 7	7	0	100%
TOTAL: 298	290	8	AVG: 97%

LINEAR SPACE/FT	OCCUPIED	% OCCUPIED
LIMITED ACC. 1455	1351	93%
TOTAL: 3806	3626	AVG: 97%

	CURR	PREV MO	YTD
NIGHTLY GUESTS:	100	0	100
CREDIT SYSTEM:	24	0	24
TEMP TIE UP:	1	0	1
FREE NIGHTS:	0	0	0
PTYC:	4	0	4
RAMP/DAILY:	21	0	21
RAMP/ANNUAL:	66	0	66
RAMP NOT PAID:	0	0	0

WAIT LISTS	
25' PLEA:	20
27' PLEA:	0
30' PLEA:	56
35' PLEA:	32
40' PLEA:	47
45' PLEA:	21
50' PLEA:	22
OVER 52':	10
OVERWID	0
30' COMM.	0
40' COMM.	0
50' COMM:	0

TOTAL OCCUPANCY %: 97%

# Port of Port Townsend

## POINT HUDSON MARINA & RV PARK

### MONTHLY OCCUPANCY REPORT

2016

### & 5 YEAR COMPARISON

#### MARINA NIGHTLY GUEST NIGHTS

	2012		2013		2014		2015		2016		
	MNTH.	CUM.	MNTH.	CUM.	MNTH.	CUM.	MNTH.	CUM.	MNTH.	CUM.	
JAN	28	28	58	58	53	53	83	83	70	70	JAN
FEB	96	124	80	138	57	110	104	187	0		FEB
MAR	73	197	95	233	77	187	101	288	0		MAR
APRIL	240	437	159	392	209	396	163	451	0		APRIL
MAY	541	978	605	997	585	981	619	1070	0		MAY
JUNE	749	1727	606	1603	520	1501	537	1607	0		JUNE
JULY	1035	2762	1089	2692	993	2494	1018	2625	0		JULY
AUG	1178	3940	1188	3880	996	3490	1033	3658	0		AUG
SEPT	831	4771	899	4779	778	4268	958	4616	0		SEPT
OCT	175	4946	214	4993	120	4388	221	4837	0		OCT
NOV	86	5032	138	5131	114	4502	73	4910	0		NOV
DEC	65	5097	64	5195	52	4554	60	4970	0		DEC

#### RV NIGHTLY GUEST NIGHTS

	2012		2013		2014		2015		2016		
	MNTH.	CUM.	MNTH.	CUM.	MNTH.	CUM.	MNTH.	CUM.	MNTH.	CUM.	
JAN	176	176	180	180	285	285	304	304	286	286	JAN
FEB	221	397	261	441	150	435	291	595	0		FEB
MAR	229	626	359	800	249	684	244	839	0		MAR
APRIL	445	1071	209	1009	546	1230	652	1491	0		APRIL
MAY	638	1709	637	1646	706	1936	955	2446	0		MAY
JUNE	645	2354	910	2556	1015	2951	1036	3482	0		JUNE
JULY	1247	3601	1275	3831	1169	4120	1202	4684	0		JULY
AUG	1300	4901	1293	5124	1228	5348	1287	5971	0		AUG
SEPT	1076	5977	1079	6203	1120	6468	1072	7043	0		SEPT
OCT	580	6557	694	6897	796	7264	771	7814	0		OCT
NOV	290	6847	352	7249	432	7696	403	8217	0		NOV
DEC	246	7093	165	7414	269	7965	269	8486	0		DEC

#### PERMANENT & SEASONAL TENANT SUMMARY

	AVAIL/GOAL		OCCUPIED		%
LTD ACCESS MOORAGE	40	SLIPS	28	28	70%
COMMERCIAL MOORAGE	850	FEET	745	745	88%
SEASONAL MOORAGE	32	SLIPS	26	26	81%
SEASONAL RV'S	10	SITES	8	8	80%
UNDESIRABLE	3	SLIPS	0	0	0%



									DATE:	2/5/2016
STORAGE OPERATIONS REPORT										
	JAN 2013	JAN 2014	JAN 2015	JAN 2016	2013 YEAR TO DATE	2014 YEAR TO DATE	2015 YEAR TO DATE	2016 YEAR TO DATE	REMARKS	
HAUL-OUT										
BOAT YARD - OUT	26	28	26	19						
BOAT YARD - IN	21	19	18	20						
67% RE-BLOCK	4	7	2	7						
40% INSPECTION	2	2	5	2						
OTHER	1	4	1	1						
SUB TOTAL	54	60	52	49						
SHIP - OUT	10	9	10	9						
SHIP - IN	6	11	7	2						
SHIP - RE-BLOCK	0	0	2	1						
SHIP - INSPECTION	1	0	0	1						
SHIP - OTHER	0	0	0	0						
SUB TOTAL	17	20	19	13						
TOTAL	71	80	71	62						
STORAGE										
PTBH - START	66	69	64	68						
PTBH - END	63	68	68	49						
PTBH-O.P.P.	28	29	30	24						
SHIP-START	13	22	16	20						
SHIP-END	16	20	20	17						
SHIP-O.P.P.	2	1	2	4						
PERM/FREE	0	0	0	0					PERMS	
FREE DAYS	12	19	18	32					PAID R/T	
Longterm (Boats)	24	24	23	32						
JCIA OPERATIONS REPORT										
HANGERS	13	13	13	13						
TIE DN - PAVED	2	2	1	1						
TIE DN - GRASS	0	0	0	0						
TIE DN - NIGHTLY	0	0	0	0						
W/L - HANGERS	0	0	0	0						

## **PORT OF PORT TOWNSEND**

**MEETING OF:** February 10, 2016

**AGENDA ITEM:** V. Second Reading  
A. Kayak Rack Storage Rates

### **BACKGROUND:**

Continue discussions from the previous January 27, 2016 commission meeting.

### **Executive Director's Recommendation:**

For possible decision.

## **PORT OF PORT TOWNSEND**

**MEETING OF:** February 10, 2016

**AGENDA ITEM:** VII. Potential Immediate Action Items  
A. Associate Development Organization (ADO)  
Professional Services Agreement & Scope of  
Services

**BACKGROUND:**

To be presented and discussed.

**Executive Director's Recommendation:**

For approval.

**Port of Port Townsend**  
**Professional Services Agreement**  
**For Associate Development Organization (ADO) Services**

THIS AGREEMENT is entered into between the PORT OF PORT TOWNSEND, hereinafter referred to as the "PORT," and the ECONOMIC DEVELOPMENT COUNCIL OF JEFFERSON COUNTY, a Washington State Non-Profit, 501(c)(3) Corporation, hereinafter referred to as "TEAM JEFFERSON," in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. TEAM JEFFERSON is retained by the Port to provide economic development services consistent with RCW 43.330.080 and 53.08.245.
2. Consultant Qualification. TEAM JEFFERSON warrants that it has the required skills to perform the work specified in this agreement.
3. Scope of Services. TEAM JEFFERSON shall provide the services delineated within the Scope of Services, attached, which shall expressly include requirement that Team Jefferson shall submit to the Port annually quantitative information on program outcomes including: The number of workers trained, recruited, and placed in jobs; the types of jobs and range of compensation; the number and types of businesses that are served; and any other tangible benefits realized by the port, the workers, businesses, and the public, as required by RCW 53.08.245.
4. Time and Duration of Agreement. This contract shall be for the period January 1, 2016 through December 31, 2016, unless otherwise terminated (see provision 12 below.)
5. Compensation. TEAM JEFFERSON shall be compensated \$25,000 for services to be provided under this agreement, as follows: \$25,000 in direct funding support. Payment shall be made by the PORT in two separate payments, as follows: \$12,500 immediately upon approval of this agreement; and \$12,500 on July 1, 2015.
6. Compliance with laws. TEAM JEFFERSON shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations applicable to the services to be rendered under this agreement.
7. Hold Harmless and Indemnification. TEAM JEFFERSON shall indemnify, defend and hold harmless the PORT, its officers, agents, elected officials and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorneys' fees and costs, arising from any acts, omissions or in any way related to the performance of this contract by TEAM JEFFERSON.
8. Independent Contractor. TEAM JEFFERSON and the PORT agree that TEAM JEFFERSON is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. TEAM JEFFERSON shall not be entitled to any benefits accorded PORT employees by virtue of the services provided under this agreement. The PORT shall not be responsible for withholding or

otherwise deducting federal income tax or social security or for contributing to the State Industrial Insurance program, otherwise assuming the duties of an employer with respect to TEAM JEFFERSON.

9. Assignment. TEAM JEFFERSON shall not sublet or assign any of the services covered by this agreement without the expressed written consent of the PORT.
10. Drug-Free Workplace Policy. The PORT has adopted a Drug-Free Workplace Policy that the workplace will be a drug free environment conducive to conducting the PORT's business free from unlawful manufacture, distribution, dispensing, possession or use of controlled substances. This policy applies to PORT Commissioners, PORT employees, and contractors conducting business on PORT property.
11. Equal Opportunity Policy. All persons or entities performing work for the Port shall provide equal opportunity to all of its employees and applicants for employment and assure that there is no discrimination on the basis of race, color, region, national origin, sex, sexual orientation, age, marital status, or physical disability unless based upon a bona fide occupational qualification. All persons or entities performing services for the PORT must insure that the foregoing extend to all areas of employment and to all relations with employees including recruitment, selection, placement, compensation, promotion and transfer, training, daily working conditions, awards and benefits, and all other terms and conditions of employment as provided for in state and national laws. TEAM JEFFERSON hereby agrees to abide by applicable regulations during the course of this agreement.
12. Termination. It is agreed that the PORT has the right to terminate this agreement at any time by giving ten (10) days written notice.
13. Integrated Agreement. This agreement together with attachments or addenda, represents the entire and integrated agreement between the PORT and TEAM JEFFERSON and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both PORT and TEAM JEFFERSON.

DATED this 10<sup>th</sup> day of February 2016.

TEAM JEFFERSON

PORT OF PORT TOWNSEND

\_\_\_\_\_  
Peter Quinn, Executive Director  
TEAM JEFFERSON

\_\_\_\_\_  
Larry C. Crockett, Executive Director

Approved as to Form:

\_\_\_\_\_  
Port Attorney

## TEAM JEFFERSON – ADO SCOPE OF SERVICES

### I. PROJECT BACKGROUND & UNDERSTANDING

Over the years, Team Jefferson has built a team of qualified professionals supported committed and knowledgeable volunteers that have contributed significantly to the economic successes of our community. We have been Jefferson County's designated Associate Development Organization (ADO) under RCW 43.330, since 2007. As the County's ADO, we have operated under a contract and scope of services with the Washington State Department of Commerce. In 2015, Jefferson County again designated Team Jefferson as the ADO for the biennium ending June 30, 2017.

Previously, we have been funded by a combination of state and Jefferson County monies, augmented by generous contributions of space, office infrastructure and staffing by Washington State University's Jefferson County Extension Service. That funding and support model has changed, with state monies being reduced, and Washington State University's support curtailed. Team Jefferson is collaborating with the Port of Port Townsend and Jefferson County to provide ADO services in return for direct financial assistance from these sponsoring jurisdictions.

Team Jefferson understands the need to provide good value to the community, and to document the services it is committed to providing. Accordingly, we intend to fulfill a scope of services that adheres closely to the statutory requirements of RCW 43.330, concentrating our efforts on accomplishing our core mission as an information and technical assistance center and economic development leader by:

- **Providing direct business assistance**, including business planning, to companies who need support to stay in business, expand, or relocate to Jefferson County; and
- **Supporting regional economic research and planning** efforts to implement target industry sector strategies and other economic development strategies (e.g., the Joint Economic Development Strategy), including cluster-based approaches that support increased living standards and increased direct investment in our community.

This Scope of Services (see section IV, below) describes how Team Jefferson will fulfill its core statutory mission as the primary partner in local economic development activities, in a manner that is broadly representative of community and economic interests.

## **II. INTENDED AUDIENCE**

The intended audience for this Scope of Services includes the Port of Port Townsend Port Commission, the Jefferson County Board of Commissioners, the citizens of Jefferson County, the State Department of Commerce, and the business community of Jefferson County.

## **III. COMMUNICATIONS & PERFORMANCE REPORTS**

Team Jefferson believes that frequent, sustained, and clear communication with the sponsoring jurisdictions and the public is necessary to ensure our successful collaboration and responsiveness to community needs. We intend to continue to work together with the Port and County as a team to communicate more frequently and effectively. To this end, Team Jefferson will:

- Meet with the sponsoring jurisdictions (including the Port) in committee to review and preview economic activities and the actions of the organization at least twice over the course of the year; and
- If the process is revived, meet with the inter-jurisdictional staff team (including Port staff) as needed to monitor the progress in developing and implementing a Joint Economic Development Strategy for Jefferson County, share information, and to stay informed of emerging inter-governmental issues as they arise.

Finally, and consistent with our statutory reporting requirements to the Washington State Department of Commerce, we will present and discuss with you our 38 performance measure report once annually, demonstrating the return on investment we provide to the public.

## **IV. DETAILED SCOPE OF SERVICES**

### **Task #1: Direct Business Assistance**

#### **PURPOSE**

**The purpose of Task #1 is to ensure that Team Jefferson serves as a professional and responsive resource for the Jefferson County business community, and those wishing to join the business community. This task outlines the activities Team Jefferson will undertake in advising and assisting current and potential businesses in growing or locating their business in Jefferson County.**

#### **SUBTASKS**

Team Jefferson Activities will include the following:

1. Working with the appropriate partners throughout the county, including but not limited to: Jefferson County and the City of Port Townsend; workforce development councils; the Port of Port Townsend; community and technical colleges and higher education institutions; export assistance providers; Washington Manufacturing Services; the Washington State Quality Award Council; small business assistance programs; and other federal, state, and local programs to facilitate the alignment of planning efforts and the seamless delivery of business support services within the entire county.
2. Providing information on state and local permitting processes, tax issues, export assistance, and other essential information for operating, expanding, or locating a business in Jefferson County and Washington State.
3. Marketing Jefferson County and Washington State as an excellent location to expand or relocate a business and positioning Washington as a globally competitive place to grow business, which may include developing and executing regional plans to attract companies from out of state.
4. Working with businesses on site location and selection assistance.
5. Providing business retention and expansion services throughout Jefferson County, including business outreach and monitoring efforts to identify and address challenges and opportunities faced by businesses.
6. Participating in economic development system-wide discussions regarding gaps in business start-up assistance in Washington.
7. Providing or facilitating the provision of export assistance through workshops or one-on-one assistance.
8. Helping to market Jefferson County as an excellent place to locate a business through the following means:
  - a. Reputation and outreach and by being accessible to business interests; and
  - b. Engaging with urban-based organizations to raise awareness of Jefferson County as a place to start a business (e.g., Washington Technology Industry Association (WTIA), Washington Biotechnology & Biomedical Association (WBBA), Northwest Entrepreneur Network (NWEN) and the Alliance of Angels).
9. Participating in economic development planning and research, as follows:



- a. By being the key point of contact with State departments in identifying, collecting, interpreting and disseminating relevant research and planning efforts; and,
  - b. By providing forums and conducting focus groups with business interests to identify their needs and priorities. Prepare dynamic reports that effectively communicate them to all jurisdictions and the community at large.
10. Working collaboratively with all jurisdictions to gain and maintain adequate knowledge of available sites available and by assist businesses with site selection and development. To this end, Team Jefferson will serve as first point of contact to businesses, referring them, when appropriate to the relevant agency or jurisdiction to obtain permits and licenses.
11. Partnering with other organizations to improve business support services. To this end, Team Jefferson will work with Jefferson County Chamber of Commerce, Port Townsend Main Street, North Hood Canal Chamber of Commerce to identify activities that will be beneficial to economic growth and determine who will take the lead, with the support of all organizations.

## **Task #2: Support for Regional Economic Research & Planning Efforts**

### **PURPOSE**

**The purpose of Task #2 is to engage with business, the community and all jurisdictions to develop, maintain, and interpret research and planning efforts throughout Jefferson County.**

### **SUBTASKS**

Team Jefferson Activities will include the following:

1. Participating in regional planning efforts with workforce development councils involving coordinated strategies around workforce development and economic development policies and programs. Coordinating planning efforts will include, but not be limited to, assisting industry clusters in the region.
2. Participating with the state board for community and technical colleges as created in RCW 30 28B.50.050, and any community and technical colleges in providing for the coordination of the job skills training program and the customized training program within its region.
3. Collecting and reporting data as specified by the contract with the Department of Commerce ("Commerce") for statewide systemic analysis. Commerce

must consult with the Washington state economic development commission in the establishment of such uniform data as is needed to conduct a statewide systemic analysis of the state's economic development programs and expenditures. In cooperation with other local, regional, and state planning efforts, Team Jefferson may provide insight into the needs of target industry clusters, business expansion plans, early detection of potential relocations or layoffs, training needs, and other appropriate economic information.

4. In conjunction with other governmental jurisdictions and institutions, participating in the development of a countywide economic development plan, consistent with the state comprehensive plan for economic development developed by the Washington state economic development commission.

### **Task #3: Port-Related Activities**

#### **PURPOSE**

**The purpose of Task #3 is to ensure that tangible benefits are realized by the Port of Port Townsend, local workers, businesses and the public of Jefferson County as mandated by RCW 53.08.245.**

Team Jefferson Activities will include the following:

1. Conducting technical assistance training to the marine trades industries in Jefferson County to help local businesses obtain government contracts with federal agencies as well as state and local governments.
2. Assisting in developing and implementing a marketing and promotional plan for Port properties and facilities that highlights available business opportunities.
3. Assisting in convening and facilitating meetings involving the County, City, Port and key business interests to identify actions that might be taken by both the public and private sectors to improve the economic health of the community.
4. Working with the Port to seek and obtain funding to construct infrastructure that supports Jefferson County agriculture (e.g., funding for the construction of a cold storage facility that could be located on Port land).
5. Working with the Port to analyze and describe the contribution made by the Port's Point Hudson facility to the local economy, and the potential financial and economic implications of a decision by the Port to fund demolition and replacement of the Point Hudson Jetty.

## **V. ASSURING ALIGNMENT**

Upon contract approval, Team Jefferson will meet with Port staff to identify forthcoming projects and initiatives to leverage their resources to accomplish the following objectives:

- Delineate mutually aligned issues; and
- Discuss the individual priorities for the Port of Port Townsend outlined in item #IV. 3, above.

## **VI. OUTCOMES & BENCHMARKS**

In addition to the tasks outlined in Section III, above, Team Jefferson will submit annual quantitative information on outcomes to the Port of Port Townsend (and the other sponsoring jurisdictions) to document the public's return on investment in the program. Such outcomes and benchmarks include, but are not limited to the following:

- Number of workers trained, recruited and placed in jobs;
- Types of jobs and the range of compensation;
- Number and types of businesses that are served;
- Number of jobs created or retained;
- Percentage of jobs created above county annual average wage;
- Number of businesses sited;
- Amount of existing and new tax revenue generated; and
- Any other tangible benefits realized by the Port, the workers businesses and the public.

In addition to the above quantitative reporting, Team Jefferson will appear on a quarterly basis before the Port Commission to provide briefings on the progress made in fulfilling the tasks outlined in Section III, Task 3, Port-Related Activities, above.

Together, the quarterly reports to the Department of Commerce and the in-person quarterly briefings to the Port Commission will serve as the mechanisms for satisfying the statutory requirements of both RCW 43.330.080 and 53.08.245.

## **VII. POINTS OF CONTACT**

Peter Quinn	360-379-1360	Managing Director
Marty Gay	360-379-4693	President/Chairman
Casey Reeter	360-379-4693	Vice President

Nothing in this scope of work supersedes or replaces the specific requirement of the RCW.43.330.80 placed upon the ADO by the State of Washington and under whose jurisdiction the Economic Development Council of Jefferson County (Team Jefferson) falls.

**PORT OF PORT TOWNSEND**

**MEETING OF:** February 10, 2016

**AGENDA ITEM:** VII. Potential Immediate Action Items  
B. Windridge Solutions Professional Services Agreement

**BACKGROUND:**

To be presented and discussed.

**Executive Director's Recommendation:**

For approval.

**Port of Port Townsend**  
**Professional Services Agreement**  
**For Port Communications Consultant**

THIS AGREEMENT is entered into between the Port of Port Townsend, hereinafter referred to as the "PORT," and Keven Elliff/Windridge Solutions, hereinafter referred to as "ELLIFF," in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. ELLIFF is retained by the PORT to assist with internal communication policy and procedures as well as producing an external communications and outreach as outlined in the attached Scope of Services for communications and public relations.
2. Consultant Qualification. ELLIFF warrants that he has the required skills to perform the work specified in this agreement.
3. Scope of Services. ELLIFF shall provide the services as agreed upon with management and outlined in Attachment A to this agreement.
4. Time and Duration of Agreement. This contract shall be for the period February 10, 2016 through December 31, 2016 unless otherwise terminated (see provision 12 below.)
5. Reimbursement. ELLIFF shall be compensated an amount not to exceed \$15,000 for 2016.
6. Compliance with laws. ELLIFF shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations applicable to the services to be rendered under this agreement.
7. Hold Harmless and Indemnification. ELLIFF shall indemnify, defend and hold harmless the PORT, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorneys fees and costs, arising from injury, sickness, disease or death to persons, including injuries, sickness, disease or death to ELLIFF or damage to property occasioned by a negligent act, omission or failure of ELLIFF.
8. Independent Contractor. ELLIFF and the PORT agree that ELLIFF is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. ELLIFF shall not be entitled to any benefits accorded PORT employees by virtue of the services provided under this agreement. The PORT shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the State Industrial Insurance program, otherwise assuming the duties of an employer with respect to ELLIFF.

9. Assignment. ELLIFF shall not sublet or assign any of the services covered by this agreement without the expressed written consent of the PORT.
10. Drug-Free Workplace Policy. The PORT has adopted a Drug-Free Workplace Policy that the workplace will be a drug free environment conducive to conducting the PORT's business free from unlawful manufacture, distribution, dispensing, possession or use of controlled substances. This policy applies to PORT Commissioners, PORT employees, and contractors conducting business on PORT property.
11. Equal Opportunity Policy. All persons or entities performing work for the PORT shall provide equal opportunity to all of its employees and applicants for employment and assure that there is no discrimination on the basis of race, color, region, national origin, sex, age, marital status, or physical disability unless based upon a bona fide occupational qualification. All persons or entities performing services for the PORT must insure that the foregoing extend to all areas of employment and to all relations with employees including recruitment, selection, placement, compensation, promotion and transfer, training, daily working conditions, awards and benefits, and all other terms and conditions of employment as provided for in state and national laws. ELLIFF hereby agrees to abide by applicable regulations during the course of this agreement.
12. Termination. The PORT reserves the right to terminate this agreement at any time by giving ten (10) days written notice to ELLIFF.
13. Integrated Agreement. This agreement together with attachments or addenda, represents the entire and integrated agreement between the PORT and ELLIFF and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both PORT and ELLIFF.

DATED this 10<sup>th</sup> day of February 2016.

ELLIFF

PORT OF PORT TOWNSEND

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Keven Elliff  
Director

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Larry C. Crockett, Executive

Approved as to Form:

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Eric Toews, Port Attorney

# **ATTACHMENT A**

## **Scope of Services**

### **Communications & Public Relations**

#### **Manage and maintain portofpt.com website**

- Manage secure hosting environment
- Produce weekly backup of content and databases
- Perform technology updates as needed
- Provide monthly analytics analysis and reports
- Ensure optimal search engine optimization for site

#### **Produce public-facing communications content for the Port**

- Develop editorial content for:
  - Port website
  - Monthly broadcast email
  - Monthly Port billing notices
  - All-county mailings
    - Quarterly publications in local newspapers
  - Local/regional media
    - Write press releases as needed
  - Print advertising
    - As needed

#### **Provide Public Relations services in alignment with communications objectives**

- Produce press releases for Port news and activities
- Work with Port staff to develop and maintain press relationships
- Promote Port activities to key existing and strategic audiences

**PORT OF PORT TOWNSEND**

**MEETING OF:** February 10, 2016

**AGENDA ITEM:** VII. Potential Immediate Action Items  
C. MW Hillman Consulting Professional Services Agreement

**BACKGROUND:**

To be presented and discussed.

**Executive Director's Recommendation:**

For approval.



## PROFESSIONAL SERVICES AGREEMENT AMENDMENT #1

**THIS PROFESSIONAL SERVICES AGREEMENT AMENDMENT** is entered into between the PORT OF PORT TOWNSEND, hereinafter referred to as the "PORT," and MW Hillman Consulting, a Washington State sole proprietorship, hereinafter referred to as "CONSULTANT," in consideration of the mutual benefits, terms, and conditions hereinafter specified.

### WITNESSETH:

1. On the 28<sup>th</sup> day of January 2015, the parties entered into a Professional Services Agreement whereby the Port retained CONSULTANT to provide on-call construction management services, hereinafter referred to as the Original Agreement.
2. Paragraph #4 of the Original Agreement specifies the term and duration of the agreement between the PORT and CONSULTANT. Specifically, the contract was to run between February 1, 2015 and December 31, 2015.
3. The parties are agreed that the above-referenced paragraph was in error, that the Original Agreement should have established a term running through March 31<sup>st</sup>, 2016, rather than December 31, 2015, and that the Original Agreement should now be amended, nunc pro tunc, to reflect a contract term and duration extending through March 31<sup>st</sup>, 2016.
4. Paragraph #5 of the Original Agreement speaks to the amount of compensation to be provided CONSULTANT. Specifically, an amount not to exceed \$10,000 was to be reimbursed during the effective period of the Agreement (i.e., January 28, 2015 to December 31, 2015).
5. The parties are agreed that the above-referenced paragraph was also in error, that the Original Agreement should have established a reimbursement amount not to exceed \$20,000, rather than \$10,000, and that the Original Agreement should now be amended, nunc pro tunc, to reflect a \$20,000 upset reimbursement limit to CONSULTANT.

### NOW, THEREFORE:

This Amendment #1 to the Professional Services Agreement dated January 28, 2015, is effective nunc pro tunc as of January 28, 2015, approved this 10<sup>th</sup> day of February 2016, and shall read as follows (note: deleted text shown in ~~strikeouts~~; corrected/amended language shown with double-underlining):

4. Time and Duration of Agreement. This contract shall be for the period February 1, 2015 through ~~December 31, 2015~~ March 31, 2016 unless otherwise terminated (see provision 12 below.)

5. Reimbursement. CONSULTANT shall be compensated at a rate not to exceed \$10,000 ~~for 2015~~ \$20,000.

All other terms and conditions of the Professional Services Agreement dated January 28<sup>th</sup>, 2015 shall remain in effect.

**APPROVED** this 10<sup>th</sup> day of February 2016, by the Commission of the Port of Port Townsend and duly authenticated in open session by the signature of the Executive Director.

**CONSULTANT**

**PORT OF PORT TOWNSEND**

\_\_\_\_\_  
MW Hillman, Principal  
MW Hillman Consulting

**Approved as to Form:**

\_\_\_\_\_  
Port Attorney