



P.O. Box 1180 • Port Townsend, Washington 98368-4624

Administration: (360) 385-0656

Operations: (360) 385-2355

Fax: (360) 385-3988

**Port of Port Townsend
1st Monthly Meeting Agenda
Wednesday, March 9, 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 –February 24, 2016.....1-2
 - B. Operations Reports – February 2016.....3-5
 - C. Approval of Warrants
- IV. Public Comments (not related to Agenda)
- V. Second Reading
 - A. Team Jefferson Briefing and Team Jefferson/EDC Contract & Scope of Services.....6-14
- VI. First Reading
 - A. US Navy “Right of Entry” Agreement.....15-20
- VII. Potential Immediate Action Items
- VIII. Other Business
- IX. Staff Comments
- X. Public Comments
- XI. Commissioner Comments
- XII. **Next Meeting: Wednesday, March 23, 2016 at 5:30 PM, Port Commission Building, 333 Benedict Street, Port Townsend, WA**
- XIII. Executive Session:
 - A. Lease – Per RCW 42.30.100 (c)
- XIV. Adjournment

PORT COMMISSION MEETING & PUBLIC HEARING – February 24, 2016

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

Present: Commissioners – Tucker, Clinefelter and Hanke
Executive Director – Crockett
Deputy Director - Pivarnik
Auditor – Berg
Planning Analyst – Toews
Attorney – O’Malley
Minutes – Nelson

I. CALL TO ORDER/PLEDGE OF ALLEGIANCE:

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

II. APPROVAL OF AGENDA:

Proposed additions to the agenda: Potential Immediate Action, Item B – New Engine for 300-ton Travelift.

Commissioner Tucker moved to approve the Agenda as amended.

Commissioner Clinefelter seconded the motion.

Motion carried by unanimous vote.

III. PUBLIC HEARING:

SURPLUS OF “WESTERLY NEW DAY FISHERIES BUILDINGS”, LOCATED AT 2427 WASHINGTON STREET, PORT TOWNSEND, WA

Commissioner Hanke read the rules of the hearing. Mr. Crockett explained when the main building was surplus (January 19, 2016); the two small “sheds” had not been included for surplus in that public hearing.

Mr. Toews described the two small structures and their location in relation to the main building. He explained the surplus is for the buildings only – the land will remain Port property. Next steps will be the execution of a Quick Claim Deed and a new long-term land lease for New Day Fisheries.

Commissioner Hanke opened the Hearing for public comment. Hearing no testimony, Commissioner Hanke closed the Public Hearing at 5:37 PM.

IV. CONSENT AGENDA (7:53):

- A. Approval of Special Meeting Minutes – February 5, 2016
- Approval of Public Workshop Minutes – February 10, 2016
- Approval of Meeting Minutes – February 10, 2016
- Approval of Special Meeting Minutes – February 17, 2016

- B. Resolution No. 642-16 – Surplus of “Westerly New Day Fisheries Buildings”

- C. Approval of Warrants

Warrant #055792 through #055802 in the amount of \$14,310.56 for Payroll & Benefits
Electronic Payment in the amount of \$60,138.39 for Payroll & Benefits
Warrant #055803 through #055849 in the amount of \$191,281.09 for Accounts Payable
Electronic Debit in the amount of \$3,324.95 for WA State Dept. of Revenue Combined
Excise Tax Return for January 2016

Commissioner Clinefelter moved to approve the Consent Agenda as presented.

Commissioner Tucker seconded the motion.

Motion carried by unanimous vote.

IV. PUBLIC COMMENTS (Not related to agenda) (8:40):

Mark Landry, owner of Patrol Boat No. 1 spoke about his difficulties.

Jim Fritz, “local political activist” spoke in support of Mr. Landry.

Carol Tabler discussed her views about Mr. Landry’s situation.

Les Schnick spoke in support of Mr. Landry and his boat project.

Gordon Neilson also spoke in support of Mr. Landry’s project and noted that many marine trades have had their hand in the restoration of the boat.

Pete Langley commented in support of Mr. Landry’s project.

V. SECOND READING (Action Items):

A. Job Qualification Packet for Executive Director Position (29:50):

Mr. Crockett handed out the job packet to the commissioners, with changes incorporated, based on direction from the commissioners at the previous meeting. He read over the changes to the different documents.

Commissioner Hanke moved to approve the Job Qualification Packet for prospective candidates as presented.

**Commissioner Tucker seconded the motion.
Motion carried by unanimous vote.**

VI. FIRST READING (Discussion Only):

VII. POTENTIAL IMMEDIATE ACTION ITEMS):

A. Professional Services Contract – Quilcene Wastewater Feasibility Study (38:51):

Commissioner Tucker moved to authorize Immediate Action for the Professional Services Contract – Quilcene Wastewater Feasibility Study.

Commissioner Hanke seconded the motion.

Motion carried by unanimous vote.

Mr. Crockett reminded all of the Feasibility Study for the community wastewater project located in Quilcene and that the Port is managing the study with County funding.

Mr. Toews reported that Tetra Tech was chosen as the most qualified of the firms who submitted proposals. He explained the scope of services took some time to write with mutual input from both the Port and Tetra Tech. Mr. Toews stated the study will assess community support and their willingness to pay for the system, and will assess the technical feasibility of the project.

Discussion ensued amongst staff and the commission.

Commissioner Tucker moved to approve the professional services contract as presented with Tetra Tech.

Commissioner Clinefelter seconded the motion.

Motion carried by unanimous vote.

B. New Engine for 300-ton Travelift (46:02):

Mr. Pivarnik reported the Travelift needs a new engine. Staff received a quote from Marine Travelift of \$25K, plus the cost of installation (work performed by maintenance staff mechanic Shawn Wiles) at \$5K. Mr. Pivarnik asked for commission approval to purchase a new engine, not to exceed \$30K. He added Mr. Wiles would rebuild the old engine to have on-hand as a spare engine. Mr. Pivarnik said Mr. Wiles could get the engine installed in a weekend's time with the Travelift up and running by that Monday. He added this is an emergency.

Commissioner Hanke moved to authorize staff to purchase a new engine for the 300-ton Travelift, not to exceed \$30K.

Commissioner Tucker seconded the motion.

Motion carried by unanimous vote.

VIII. STAFF COMMENTS (49:04):

Mr. Crockett reported he would attend the NODC meeting tomorrow at Fort Worden.

IX. PUBLIC COMMENTS:

X. COMMISSIONER COMMENTS (49:58):

Commissioner Clinefelter asked what kind of process would occur for reviewing of the Executive Director scoring matrix. After discussions, it was decided that the matrix would be the subject of the March 9, 2016 Commission Workshop. Mr. Crockett suggested the commission aim for approval of the final matrix at the March 23, 2016 meeting.

Commissioner Tucker discussed the recent Jefferson Energy Lunch meeting he attended.

XI. NEXT PUBLIC WORKSHOP/MEETING: Wednesday, March 9, 2016: Public Workshop at 9:30 AM, Regular Meeting at 1:00 PM, in the Port Commission Building, 333 Benedict St, Port Townsend.

XII. EXECUTIVE SESSION:

XIII. ADJOURNMENT:

The meeting reconvened and adjourned at 6:27 PM there being no further business to come before the Commission.

ATTEST:

Peter W. Hanke, President

Brad A. Clinefelter, Secretary

Stephen R. Tucker, Vice President

BOATHAVEN OPERATIONS REPORT/MOORAGE

MONTH: FEBRUARY 2016

DATE: 3/3/2016

MONTHLY PERMS: 347

MONTHLY GUESTS: 22

# 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	43	1	98%
45' 41	40	1	98%
50' 32	31	1	97%
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:	251	100	351
CREDIT SYSTEM:	23	24	47
TEMP TIE UP:	3	1	4
FREE NIGHTS:	0	0	0
PTYC:	5	4	9
RAMP/DAILY:	55	21	76
RAMP/ANNUAL:	52	66	118
RAMP NOT PAID:	10	0	10

WAIT LISTS	
25' PLEA:	20
27' PLEA:	0
30' PLEA:	56
35' PLEA:	31
40' PLEA:	56
45' PLEA:	20
50' PLEA:	21
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	92	162	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	281	567	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	OCUPIED	%	
LTD ACCESS MOORAGE	40 SLIPS	31 31	78%	
COMMERCIAL MOORAGE	850 FEET	745 745	88%	
SEASONAL MOORAGE	32 SLIPS	24 24	75%	
SEASONAL RV'S	10 SITES	9 9	90%	
UNDESIRABLE	3 SLIPS	0 0	0%	

									DATE:	3/3/2016
STORAGE OPERATIONS REPORT										
	FEB	FEB	FEB	FEB	2013 YEAR	2014 YEAR	2015 YEAR	2016 YEAR		
	2013	2014	2015	2016	TO DATE	TO DATE	TO DATE	TO DATE	REMARKS	
HAUL-OUT										
BOAT YARD - OUT	27	42	37	34	53	70	63	53		
BOAT YARD - IN	18	32	38	34	39	51	56	54		
67% RE-BLOCK	10	1	4	11	14	8	6	18		
40% INSPECTION	1	1	3	2	3	3	8	4		
OTHER	2	5	1	2	3	9	2	3		
SUB TOTAL	58	81	83	83	112	141	135	132		
SHIP - OUT	10	7	2	6	20	16	12	15		
SHIP - IN	6	3	7	8	12	14	14	10		
SHIP - RE-BLOCK	0	1	0	0	0	1	2	1		
SHIP - INSPECTION	2	1	0	0	3	1	0	1		
SHIP - OTHER	0	0	0	1	0	0	0	1		
SUB TOTAL	18	11	9	15	34	32	28	28		
TOTAL	76	92	92	99	146	173	163	160		
STORAGE										
PTBH - START	63	68	68	49						
PTBH - END	74	73	62	54						
PTBH-O.P.P.	27	29	31	24						
SHIP-START	16	20	20	17						
SHIP-END	21	23	15	15						
SHIP-O.P.P.	2	3	1	5						
FREE DAYS	25	42	35	34						PAID R/T
Longterm (Boats)	20	23	26	27						
						OFF PORT PROPERTY				
						GOLD STAR - 3				
						STEPHENS - 0				
						FRY - 1				
						HAVEN - 1				
						PT CO-OP - SHIP - 4				
						PT CO-OP - SMALL - 17				
						CRAFTMAN - 1				
						STEELHEAD - 1				
						CUNNINGHAM - SHIP - 1				
JCIA OPERATIONS REPORT										
HANGERS	11	13	13	13						
TIE DN - PAVED	2	2	2	1						
TIE DN - GRASS	0	0	0	0						
TIE DN - NIGHTLY	0	0	0	1						
W/L - HANGERS	0	0	0	0						

PORT OF PORT TOWNSEND

MEETING OF: March 9, 2016

AGENDA ITEM: V. Second Reading
A. Team Jefferson/EDC Contract & Scope of Services

BACKGROUND:

Peter Quinn, Director of TJ, will provide the commissioners with the Team Jefferson annual briefing.

Team Jefferson remains the designated Associated Development Organization (ADO) for Jefferson County under RCW 43.330. In January of 2012, the Port and the Economic Development Council of Jefferson County ("Team Jefferson") entered into a professional services agreement for the provision of economic development services. Successive contracts have been approved by the Port in subsequent years. The 2015 version of the agreement reflected specific Port-related tasks, ensuring a direct benefit to the Port, local workers, businesses and the public, as required under RCW 53.08.245.¹

In staff's estimation, Team Jefferson has faithfully fulfilled its responsibilities to the Port and public under the contract and scope, and has adhered to statutory requirements governing ADOs. In addition to undertaking specific Port-related tasks, Team Jefferson has also continued to fulfill its core mission as an information and technical assistance center. In sum, this contractual arrangement is necessary, beneficial, and continues to provide good value to the community.

Accordingly, it is recommended that a new contract be executed with Team Jefferson for 2016. Proposed compensation for fulfilling the Scope of Services for the 2016 contract remains identical to that set forth in the 2015 agreement: \$25,000 in direct cash support.

As has been the case under the contracts approved for the EDC for 2011 through 2015, Team Jefferson would continue to make quarterly presentations to the Port, County and community business leaders to describe the progress made in fulfilling the Scope of Services.

Action Requested: Approve the attached Contract and Scope of Services.

¹ RCW 53.08.245 authorizes ports to contract with nonprofit corporations in furtherance of job training and education programs relating to economic development. Economic development programs include programs for job training and placement, pre-apprenticeship training or educational programs associated with port tenants, customers, and local economic development related to port activities.

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 9th day of March 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: March 9, 2016

AGENDA ITEM: VI. First Reading
A. US Navy "Right of Entry Agreement"

BACKGROUND:

The Port received the attached letter asking for a 5-year "Right of Entry Agreement" for our Mats Mats Bay Boat Ramp facility. The purpose for the right of entry is to conduct military training exercises. Staff is in contact with the Navy in an effort to obtain additional information about the type and extent of exercises.

The attached has been sent to our attorney for review as well.

Executive Director's Recommendation:

For information only, at this point.



DEPARTMENT OF THE NAVY
NAVAL FACILITIES ENGINEERING COMMAND NORTHWEST
1101 TAUTOG CIRCLE
SILVERDALE, WA 98315-1101

11011
Set AM1, JP/146
11/15/15

Larry Crockett
Executive Director
Port of Port Townsend
PO Box 1180
Port Townsend, WA 98368-0980

Dear Mr. Crockett:

The Navy has identified property owned by the Port of Port Townsend as a potential training site for Naval Special Warfare Group to perform their required cold water training while in the Puget Sound Area.

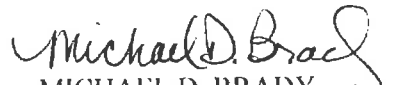
The purpose of this training is to access and leave areas undetected with no actions that will be disruptive to the Community. The training cycle this year in the Puget Sound will be from February through May. We will attempt to contact you in subsequent years of this agreement as to when the next training cycles will occur.

Please review the enclosed Right of Entry agreement, and if the conditions of the agreement are acceptable, sign both copies and return to:

Commanding Officer
Naval Facilities Engineering Command Northwest
Attn: Real Estate
1101 Tautog Circle
Silverdale, WA 98392

If you have questions, please contact Realty Specialist James Pyles at (360) 396-0259.

Sincerely,


MICHAEL D. BRADY
Real Estate Contracting Officer

Enclosure

Blind copy to:
Official File (James Pyles)
Command Read File (Admin-Carla King)

¶
RECORD NOTE

¶
Mail original to:
Larry Crockett
Executive Director
Port of Port Townsend
PO Box 1180
Port Townsend, WA 98368-0980

¶
PDF and e-mail to:
NAVFAC Northwest (james.pyles@navy.mil, carla.king@navy.mil)

FOR ADMIN SUPPORT STAFF USE ONLY:

- 0 Ensure all pages date stamped
- 0 Make copies as noted on letter and under "Blind copy to:" of this page
- 0 Scan letter THEN scan letter, bcc page, and route slip
- 0 Save the scan of the letter, bcc page, and route slip in the Command Read File (CAS Team folder)
- 0 Close out entry in the Document Control Log
- 0 Distro as indicated above
- 0 Return package to Originator/POC

FOR COMNAVREG NW N4 ADMIN USE ONLY:

- 0 Load to G2 STATUS (notify COMNAVREG NW Admin via e-mail at n00.correspondence.cnrnw@navy.mil if STATUS unavailable or N/A)
- 0 Load to TV5 if going to CNIC

Official File shall be maintained for length required by SECNAV M-5210.1.

RIGHT OF ENTRY AGREEMENT

Port of Port Townsend ("Grantor"), in consideration of the benefits described herein, hereby grants to the UNITED STATES OF AMERICA, DEPARTMENT OF THE NAVY its employees, agents, contractors and subcontractors ("Government") the right of entry upon the land described below ("Premises") with the following terms and conditions, effective upon execution of this instrument:

Purpose: Grantor grants to the Government a right to enter upon the lands hereinafter described, including the right of ingress and egress by land or coastal/shoreline areas, at any time after execution of this instrument for the purpose of military training exercises for a term not to exceed five (5) years.

Premises: Jefferson County Assessor Parcel No. 978900090 described as Lot 82 Plat of Olympus Beach recorded under Volume 3 of Plats Page 19, Records of Jefferson County, WA together with Tideland Tax Lot "D" in the NW 1/4 Section 4, Township 28 North, Range 1 East, W.M.

Jefferson County Assessor Parcel No. 821042002 described as Tideland Tax Lot "C" in the NW 1/4 Section 4, Township 28 North, Range 1 East, W.M.

See Exhibit A and B.

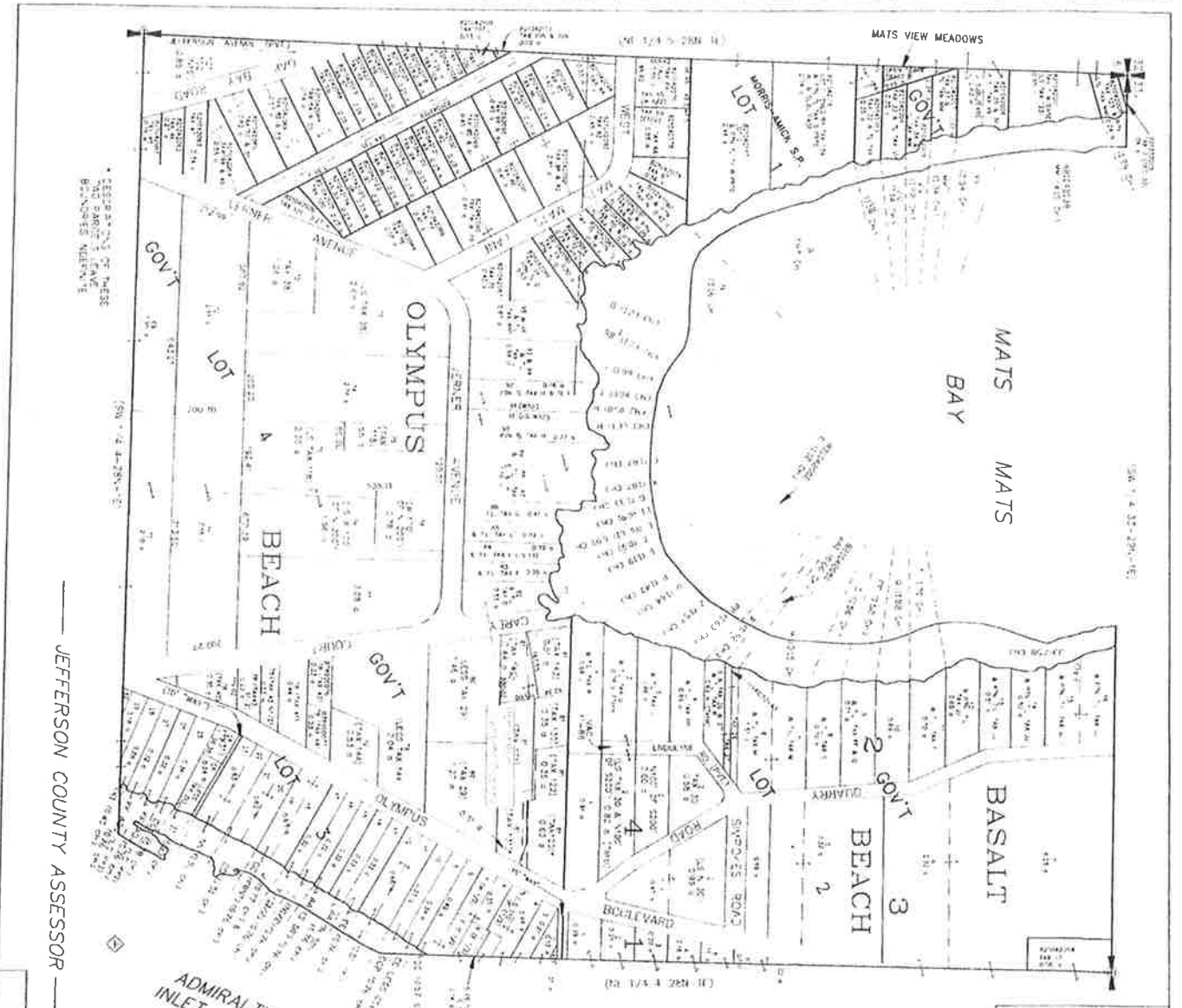
Ownership of Tools and Equipment: All tools, equipment, and other property taken upon or placed upon the Premises by the Government shall remain the property of the Government and will be removed by the Government within a reasonable period after each training exercise.

No Warranty: Grantor grants this right of entry without warranty, either express or implied, regarding the suitability of condition of the Premises. The Government shall not hold the Grantor liable for any shortage or defect in any part of the Premises or on account of theft of, or damage to, the Government's tools, equipment or other property taken or placed upon the Premises.

Liability Limits: The Government shall not be responsible for, and the Grantor shall hold the Government harmless from claims for damages to property or injuries to persons that may arise from or be incident to the use and occupation of the Premises, except where such damages or injuries are due to the fault or negligence of the Government or its contractors or to the extent authorized under applicable law, including the Federal Tort Claims Act (28 U.S.C. §§2671-2680). Damages for purposes of this right of entry do not

JEFFERSON COUNTY ASSESSOR
PARCEL MAP

THE ASSessor HAS BEEN ADVISED BY THE LANDOWNERS THAT THE PARCELS SHOWN ON THIS MAP ARE THE SAME AS SHOWN ON THE MAPS OF THE COUNTY ASSESSOR'S OFFICE FOR THE YEAR 2004. THE PARCELS SHOWN ON THIS MAP ARE THE SAME AS SHOWN ON THE MAPS OF THE COUNTY ASSESSOR'S OFFICE FOR THE YEAR 2004. THE PARCELS SHOWN ON THIS MAP ARE THE SAME AS SHOWN ON THE MAPS OF THE COUNTY ASSESSOR'S OFFICE FOR THE YEAR 2004.



NW 1/4
SEC 4
TWP 28N
RGE 1E



DATE	REVISIONS
12/27/04	1.00/04
12/27/04	1.00/04
12/27/04	1.00/04
12/27/04	1.00/04
12/27/04	1.00/04

8210420

JEFFERSON COUNTY ASSESSOR

JEFFERSON COUNTY ASSESSOR
200 N. 12TH ST.
JEFFERSON, VA 24362

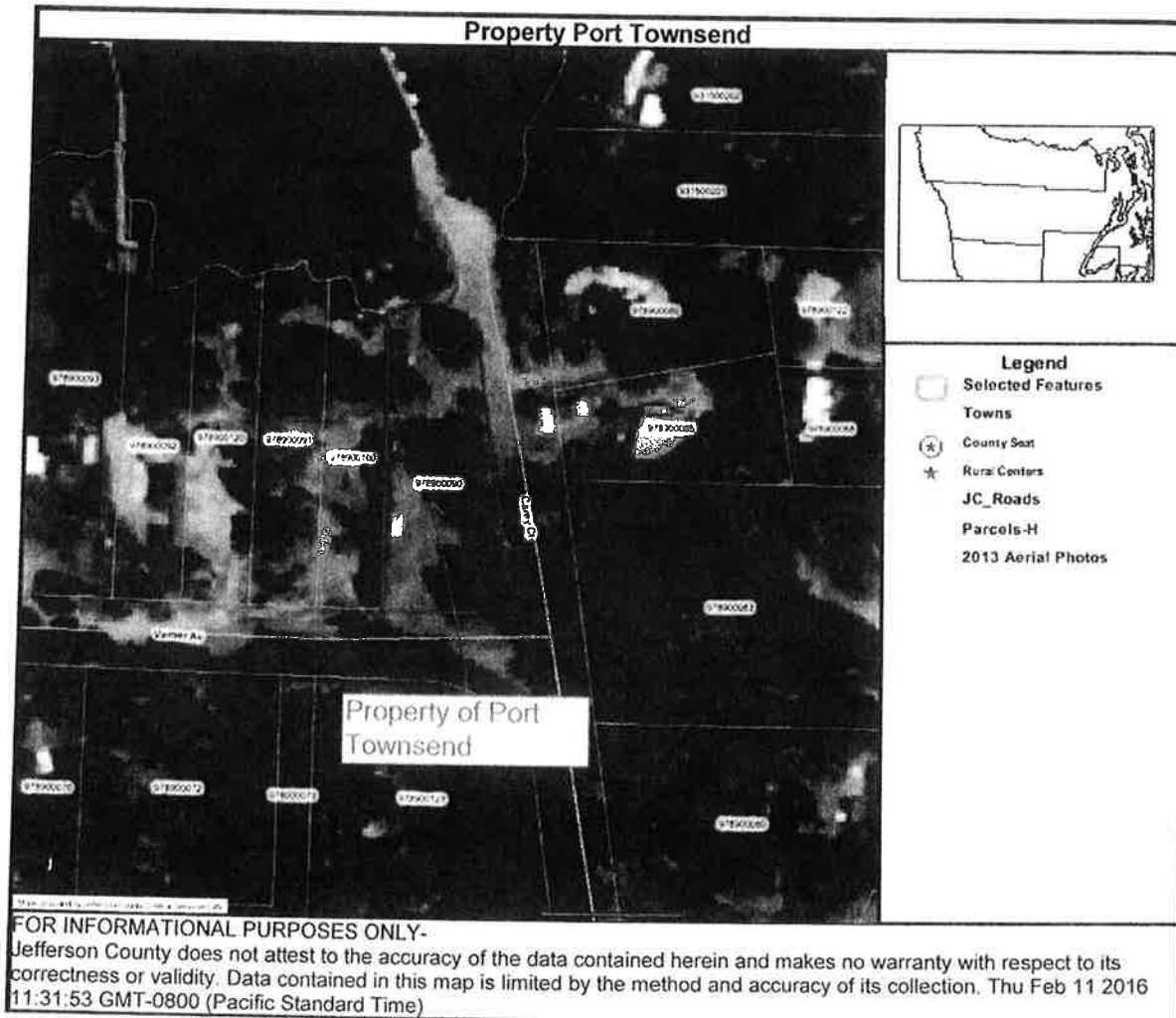


EXHIBIT B