

Welcome to the Port of Port Angeles Commission business meeting. The purpose of this meeting is to make decisions and conduct the business of the Port of Port Angeles.

Questions and input form the public are welcome during the two public comment sessions. In the interest of time, please keep your public comments under 3 minutes.

TIME SPECIFIC: 1:15 pm - 2015 Community Partner Program Presentations

I. CALL TO ORDER - OPEN SESSION

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF CONSENT AGENDA

A. Commission Meeting Minutes

A.A. February 5, 2016 Special Commission Meeting

Documents: FEBRUARY 5, 2016 SPECIAL MTG MINUTES DRAFT.PDF

A.B. February 18, 2016 Special Commission Meeting

Documents: FEBRUARY 18, 2016 SPECIAL MTG MINUTES DRAFT.PDF

A.C. February 22, 2016 Work Session

Documents: FEBRUARY 22, 2016 WORK SESSION MINUTES DRAFT.DOC

A.D. February 22, 2016 Commission Meeting

Documents: FEBRUARY 22, 2016 MINUTES DRAFT REG MTG.PDF

A.E. February 26, 2016 Special Commission Meeting

Documents: FEBRUARY 26, 2016 SPECIAL MTG DRAFT.PDF

A.F. March 4, 2016 Special Commission Meeting

Documents: MARCH 4, 2016 SPCL MTG MINUTES DRAFT.PDF

B. Vouchers In The Amount \$2,280,541.96

Documents: VOUCHERS FEB 17-MAR 8, 2016 - 3-14-16.PDF

IV. COMPLETION OF RECORDS

A. The Master Policy Is Attached For Information As Directed By The Commission

Documents: FEBRUARY MASTER POLICY.PDF

V. EARLY PUBLIC COMMENT SESSION

VI. PLANNING

A.D. February 22, 2016 Commission Meeting

Documents: FEBRUARY 22, 2016 MINUTES DRAFT REG MTG.PDF

-___ CX -160479 e 2 of 72

A.E. February 26, 2016 Special Commission Meeting

Documents: FEBRUARY 26, 2016 SPECIAL MTG DRAFT.PDF

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IV. COMPLETION OF RECORDS

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Documents: FEBRUARY MASTER POLICY.PDF

- V. EARLY PUBLIC COMMENT SESSION
- VI. PLANNING
- A. No Items
- VII. PROPERTY
- A. Arrow Launch Service
- A.A. 914 Marine Drive

Documents: IFC - ARROW LAUNCH 914 MARINE DR LEASE FINAL.PDF, EXHIBIT A - 914 MARINE DRIVE LEASE AREA.PDF

A.B. 916 Marine Drive

Documents: IFC - ARROW LAUNCH 916 MARINE DR LEASE FINAL.PDF, ARROW MARINE 916 MARINE EXHIBIT A - FEB 2016 _.PDF

A.C. Terminal 4

Documents: IFC - ARROW LAUNCH T4 LEASE- FINAL.PDF, EXHIBIT A - T4 LEASE AREA.PDF

- VIII. MARINAS
 - A. No Items
- IX. AIRPORTS
- A. Fee Waiver Request Cascadia Rising Earthquake Preparedness Drill June 7-10, 2016

Documents: IFC - FEE WAIVER REQUEST - CASCADIA RISING 2016-3-14.PDF

- X. NEW BUSINESS
- A. Officer Election
- **B. Port Representations To Organizations**

Documents: IFC - PORT REPRESENTATIONS TO ORG REVISED - 1-26-16.PDF, 2016 PORT REPRESENTATION TO ORGANIZATIONS.PDF

- XI. OLD BUSINESS
- A. Time Specific 1:15 PM 2015 Community Partner Program Impact Presentations
- B. Terminal 3 Headline Dolphin & Maintenance Program Berger Abam Professional Service Agreement Amendment #1

Documents: XI.B IFC BERGERABAM T3 PSA AMENDMENT 3-14-16.PDF, XI.B ATTACHMENT BERGERABAM PROPOSAL 2-25-16.PDF

C. Economic Development Council (EDC) Contract

Documents: IFC-EDC CONTRACT 03-14-16.PDF, EDC-PORT 2016 AGMT.PDF, EDC 2015 PERSONAL SERVICES AGRMT 7-30-15.PDF, EDC ADDENDUM 03-10-16.PDF, EDC STRATEGIC OBJECTIVES METRICS REPORTING.PDF

2016

Documents: IFC - FEE WAIVER REQUEST - CASCADIA RISING 2016-3-14.PDF

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- XII. PUBLIC COMMENT SESSION
- XIII. ITEMS NOT ON THE AGENDA
- **XIV. NEXT MEETING**
 - A. Next Meeting March 28, 2016
- XV. EXECUTIVE SESSION
- XVI. ADJOURN

1

SPECIAL COMMISSION MEETING MINUTES

February 5, 2016 4:00 p.m.

PRESENT:

Colleen McAleer, President Connie Beauvais, Secretary Karen Goschen, Interim Ex. Dir. John Nutter, Interim Finance Dir. Holly Hairell, HR Manager

I. CALL TO ORDER

Commissioner McAleer opened the meeting at 4:00 p.m. The purpose of the meeting is to discuss the Commission appointment process. No action will be taken today.

II. OPEN MEETING - DISTRICT 2 COMMISSIONER APPOINTMENT PROCESS

Interim Executive Director Karen Goschen and Human Resources Manager Holly Hairell provided information and explained materials on the recruitment process. The appointment is necessary as Jim Hallett notified the Port of his resignation as District 2 Commissioner effective February 1, 2016. Discussion followed on the materials and on qualification criteria with members of the audience providing input. It was stressed that the Commission will make the decision after gathering information including from members of service organizations at a later meeting. Some revisions were made and will be incorporated into the materials posted on the website. A Special Meeting for shortlisting of the seven candidates is scheduled for February 26 at 4:00 p.m. and interviews will be scheduled for 9:00 a.m. March 4.

III. ADJOURNMENT

Commissioner McAleer adjourned the meeting at 5:16 p.m.

	PORT OF PORT ANGELES BOARD OF COMMISSIONERS
	Colleen M. McAleer, President
Connie L. Beauvais, Secretary	

SPECIAL COMMISSION MEETING MINUTES

February 18, 2016 9:00 a.m.

PRESENT:

Colleen McAleer, President Connie Beauvais, Secretary Karen Goschen, Interim Ex. Dir. John Nutter, Interim Finance Dir. Jerry Ludke, Airport/Marina Manager Holly Hairell, HR Manager

Commissioner McAleer called the meeting to order at 9:00 a.m. The purpose of the meeting is to take public comment on the District 2 Commissioner candidate criteria and interview questions. Commissioner McAleer welcomed the invited discussion participants from service organizations and those in attendance from the public.

Each of the organization participants introduced themselves. They are:

Rotary - Chuck Hatten; League of Women Voters - Nancy Esteb; PABH Advisory Committee - William Spring; and Clallam County Pilots Association - David Miller

The interview criterion and questions were explained. Discussion followed with the Commissioners and participants providing suggestions. Several members of the public also provided comments or suggestions. Human Resources Manager Holly Hairell compiled the information which will be incorporated into the final documents and posted on the Port's website.

Commissioner McAleer pointed out the Port's near future meeting schedule as follows: special meeting February 26, 2016 4:00 p.m. (to evaluate District 2 Commissioner candidates and make a decision on which candidates to interview); special meeting March 4, 2016 (conduct interviews with District 2 Commissioner candidates during open public meeting); and next regular meeting February 22, 2016.

Commissioner McAleer adjourned the meeting at 10:45 a.m.

	BOARD OF COMMISSIONERS
	Colleen M. McAleer, President
Connie L. Beauvais, Secretary	

COMMISSION WORK SESSION MINUTES

February 22, 2016 9:00 a.m.

PRESENT:

Colleen McAleer, President Connie Beauvais, Secretary Karen Goschen, Interim Exec. Director John Nutter, Interim Finance Dir. Chris Hartman, Dir of Engineering Jennifer States, Dir of Bus Dev. Tanya Kerr, Property Mgr.
Mike Nimmo, Marine Terminal Mgr.
Jerry Ludke, Airport/Marina Mgr.
Holly Hairell, HR Manager
Sylvia Teichert, Executive Asst.
Simon Barnhart, Port Attorney

- I. CALL TO ORDER/PLEDGE OF ALLEGIANCE
- II. DISCUSSION/QUESTIONS FOR AFTERNOON REGULAR MEETING There were none at this time.

III. WORK SESSION TOPICS

A. WORK SESSION EXPECTATIONS (Discussion)

Discussion followed on the agenda format for work sessions. The basic format remains the same with items A through H (or however many topics) changing for each meeting. It was noted there is a full agenda today, but the intent is not to be as robust in the future. The Commission agreed on having two public comment sessions, the first at the beginning and the second as the last item before adjournment. It was stressed that public comments be strictly limited to 2 or 3 minutes. If a public comment is expected to be longer than 3 minutes, it should be presented in writing with discussion at the afternoon meeting. It was emphasized that staff does not have to be present at each meeting but only when they have an item to present. The Commissioners indicated that quarterly presentations such as financial reports, investment reports and Strategic Plan accomplishments should be part of the regular business meeting. Power Point presentations delivered during a meeting will be posted on the website after the meeting.

B. STRATEGIC PLAN: STAFF ACTION PLAN OBJECTIVES

Ms. Goschen provided background information and a chart on the 2016 Goals and Initiatives Action Plan which is based on the Strategic Plan. Staff members gave detailed reports on individual department goals, including initiatives, objectives and action plans on each line of business. Discussion followed each presented item with the Commission asking questions and/or offering suggestions. Suggestions were also made on the format of the Action Plan. Due to a time constraint, the entire Plan was not discussed and the remaining items will be presented at future work sessions.

C. LOG STACKER PURCHASE UPDATE (Discussion)

Marine Terminal Mike Nimmo reported delivery of the log stacker has been delayed and now expected to be delivered to the Port Wednesday or Thursday of this week. It is an ultra-modern machine with 360 degree visibility and will be used primarily at the marine terminal. Training with the ILWU will take place.

D. MARINE TRADES INDUSTRIAL PARK (MTIP) UPDATE (Discussion)

This item was discussed by Director of Engineering Chris Hartman during the Action Plan section above. There was support by the Commissioners to move forward with developing a scope of work and fee negotiations with Reid Middleton as the consultant for the MTIP.

E. AG FORESTRY INTERNATIONAL SEMINAR REPORT (Presentation)

Mr. Hartman explained the AgForestry program and what it entails. A Power Point presentation was provided as he reported on the group's recent trip to Southeast Asia. AgForestry is a two-year program and he is in Class 37. The program consists of holistic leadership training and it was stressed that the network connections developed throughout the course are invaluable. The Commissioners emphasized the importance of maximizing the connections and what was learned by applying it to economic development and sharing the information with staff and the community.

F. 2015 COMMUNITY PARTNER PROGRAM IMPACTS (Presentation)

Ms. Goschen provided information on the recipient awards to date for the 2015 program. It was noted that the presentation did not include all ten of the 2015 recipients as several did not send impact photos or highlights. As background, this program was initiated in 2015 and the recipients and award amounts were determined by the Commission. The 2015 information and photos will be posted on the Port's website. The Commission suggested adding a 2016 participant requirement that includes an impact report and presentation to the Commission with photos and posting the report on the Port's website.

G. COMMISSION AV/ROOM SETUP (Discussion)

Mr. Hartman explained the possible updating of the equipment and the outcome of the meetings with Strait Music and High Tech. It was determined that replacing the projectors would be more cost effective than the more expensive flat panel televisions. The speaker system will be updated and include gooseneck type microphones. The Commissioners remarked they want to ensure smart business purchasing decisions and that the system could include capabilities for future integration with the internet. The suggestion was made that a speaker be installed in the foyer. Ms. Hairell was asked to research if RCWs require audio recording of meetings.

H. 2015 Q4 INVESTMENT REPORT

Ms. Goschen presented the 4th Quarter 2015 investment report. The report may be found on the website at www.portofpa.com. The total amount of Port investments is \$15,046,311, which is lower than prior investment balances because of significant outlays for capital projects (KPly cleanup, CRTC building completion, and T1 redevelopment). The Port is anticipating some recovery and grant funding for these projects. A number of charts are included in the report such as diversification by maturity date, issuer type of investment and rating of investment. It was emphasized that the Port's investment earnings were \$253,656 higher than if the Port invested only in the Local Government Investment Pool (LGIP).

IV. FUTURE WORK SESSION AGENDA TOPICS

Ms. Goschen presented a draft list and asked for Commission input on future topics and meeting dates. Discussion followed. A partial list of items include scheduling a joint meeting and work session possibly in late April with the City of Forks and asking Senator Hargrove and Representative Tharinger to attend. The topic would be on timber issues and opportunities. Staff will also work on scheduling a joint meeting with the City of Port Angeles in late April and with other public agencies in the future. A work session on March 14 will include Customer Service Policy and a discussion with Platypus. A work session March 21 will include Commission governance and roles of Commission and Executive Director. A possible Special meeting on April 4 was suggested for PABH marina issues and aviation lease incentives. In conclusion, most of the future items on the list will be incorporated in regular work sessions. An updated list of future items will be provided at each work session.

V. FUTURE REGULAR MEETING TOPICS

Discussed above.

VI. ITEMS NOT ON THE AGENDA

Ms. Goschen mentioned that a list of questions for Commissioner candidates is posted on the website. It was determined to add to the list that the "Commissioners may ask additional questions" which would be the same questions for each candidate.

VII. PUBLIC COMMENT SESSION.

Stephanie Noblin, Port Angeles resident, said that she recorded last Tuesday's County meeting on Clallam County Public Eye which includes a discussion with the EDC. The presentation will be posted on YouTube in the near future for reference. She asked if there was a glossary or index on the Port's Strategic Plan and it was pointed out that the Goals and Initiatives Action Plan document as presented is not actually the Strategic Plan but a staff working document. The Strategic Plan is on the Port's website.

Jim Haguewood, Port Angeles resident, remarked that he was surprised there was not a reference to the Peninsula Development District on the staff's working document and inquired if the Port had a representative attending those meetings to which Commissioner McAleer responded in the affirmative.

Mel Rudin, Port Angeles resident, commented that the 100,000 sq ft building (currently leased by Westport) possibly should be used for other alternatives besides the CRTC and he specifically mentioned looking at the wood industry including high end furniture companies.

VIII. ADJOURN

Commissioner McAleer adjourned the work session at 12:12 p.m.

	PORT OF PORT ANGELES BOARD OF COMMISSIONERS
	Colleen M. McAleer, President
Connie L. Beauvais, Secretary	

COMMISSION MEETING MINUTES

February 22, 2016 1:00 p.m.

PRESENT:

Colleen McAleer, President Connie Beauvais, Secretary Karen Goschen, Interim Exec. Director Mike Nimmo, Marine Terminal Mgr. Jerry Ludke, Airport/Marina Mgr. Holly Hairell, HR Manager Sylvia Teichert, Executive Asst. Simon Barnhart, Port Attorney

- I. CALL TO ORDER OPEN SESSION
- II. PLEDGE OF ALLEGIANCE
- III. CONSENT AGENDA
 - A. Minutes of February 9, 2016 Commission Meeting
 - B Vouchers in the Amount of \$ 388,657.63

Commissioner Beauvais pointed out that the only out of the ordinary expenditure was for a \$200,718.00 payment to Rognlin's as part of the \$4,052,000 contract for services for the Composite Recycling Technology Center (CRTC). Commissioner Beauvais moved and Commissioner McAleer seconded to approve the consent agenda. The motion passed unanimously.

IV. EARLY PUBLIC COMMENT SESSION

None

V. PLANNING

No items

VI. PROPERTY

No items

VII. MARINAS

No items

VIII. AIRPORTS

No items

IX. NEW BUSINESS

A. Olympic Peninsula Logging Conference April 27-29, 2016 Victoria, BC

Marine Terminal Manager Mike Nimmo reported that the 71st annual Olympic Logging Conference is scheduled for April 27-29 this year in Victoria, BC and the Port has once again been requested to be a sponsor. The annual conference brings together most of the logging, timber and sawmill interests on the Olympic Peninsula and Mr. Nimmo pointed out that the Port has participated in this program for at least 50 years. As part of the "meet and greet" portion of the conference the Port sponsors a breakfast. Additionally, the Port sponsors a luncheon for our customers. The total cost is \$2,500.00 which includes \$1,500.00 for the sponsorship. Travel, sponsorship and promotional hosting for this event are included in

the Log Yard budget. Karen Goschen, Mike Nimmo and Jennifer States are Port staff attending. Discussion followed on the value of the conference. Commissioners McAleer and Beauvais indicated they will attend the conference and remarked that the invitation is open to the third Commissioner.

B. WPPA Spring Conference May 11-13, 2016 Skamania Lodge

Commissioners McAleer and Beauvais indicated they will attend the WPPA Spring Conference and remarked that the same opportunity will be made available for the third Commissioner.

X. OLD BUSINESS

No items

XI. PUBLIC COMMENTS SESSION

None

XII. ITEMS NOT ON THE AGENDA

None

XIII. NEXT MEETINGS

A. SPECIAL MEETING - FEBRUARY 26, 2016 4:00 p.m.

Evaluate qualifications of the District 2 Commissioner candidates and make a decision on which candidates to interview.

B. SPECIAL MEETING - MARCH 4, 2016 9:00 a.m.

Conduct interviews with District 2 Commissioner candidates during an open public meeting giving about 45 minutes to each. Seven applicants have met the application deadline. Commissioners will spend time individually reviewing the applications.

C. REGULAR MEETING - MARCH 14, 2016 1:00 p.m. Work Session at 9:00 a.m.

There was an error in the date above which stated March 7. The date was corrected to read March 14.

XIV. EXECUTIVE SESSION

Commissioner McAleer moved the Board of Commissioners into executive session at 1:25 p.m. to consider two property items, two litigation items, and one item of personnel. These items are discussed in executive session in accordance with title 42.30.110 of the Revised Code of Washington. The meeting is expected to take one hour. The meeting was extended to 3:00 p.m. and then extended for another 30 minutes to 3:30 p.m.

XV. ADJOURN

Commissioner McAleer reconvened the regular meeting at 3:30 p.m. and immediately adjourned. No action was taken.

	PORT OF PORT ANGELES BOARD OF COMMISSIONERS
	Colleen M. McAleer, President
Connie L. Beauvais, Secretary	

1

SPECIAL COMMISSION MEETING February 26, 2016 4:00 p.m.

PRESENT:

Colleen McAleer, President Connie Beauvais, Secretary Karen Goschen, Interim Ex. Dir.

John Nutter, Interim Finance Dir. Holly Hairell, HR Manager

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE

III. PROPERTY

A. Rent Security Reduction Request for Masco Maritime PA, LLC.

Property Manager Tanya Kerr reported on this item for Commission consideration. As background information, the Port previously approved the assignment of the lease from PA Marine to Masco Maritime. The property includes various Boat Haven/Boat Yard facilities. Masco is taking over the remaining ten months on a 20-year lease expiring December 31, 2016. There are no renewal options. The full amount of rent security could be interpreted as \$13,561.56 since the lease is being assigned and there is no history with the new tenant. Staff is requesting the rent security be reduced to the amount stated in the lease that is being assigned, which is \$4,600.00. Because this is a new tenant, staff determined it to be prudent to bring this matter to the Commission and seek its exercise of discretion to grant the reduced rental security requirement of \$4,600.00 in alignment with that already required under the lease. Discussion followed.

Commissioner Beauvais made the motion that the Commission exercise its discretion to approve reduction of the security requirement for the remaining term under the PA Marine lease, as assigned to Masco Maritime PA, LLC, from \$13,561.56 to \$4,600.00. Commissioner McAleer seconded and the motion passed unanimously.

IV. EXECUTIVE SESSION - TO EVALUATE THE QUALIFICATIONS OF SEVEN APPLICANTS FOR APPOINTMENT TO THE VACANT PORT COMMISSION DISTRICT 2 POSITION

Interim Executive Director Karen Goschen commented that a public records request was received to disclose the candidate applicants for the Commissioner position and that the Port attorney responded to that request. She reported that there is an exemption under the Public Records Act that the applications do not need to be disclosed and that the process is a permissive process meaning the Commissioners could chose to make information available. The Commissioners had already determined a process which was not to disclose identifying candidate information and there was no information to the candidates that applications would be disclosed. Privacy concerns were an issue. Ms. Goschen stated that the application contained a statement that the applicants "may" be asked supplemental questions in which there could possibly be information that would be disclosed. If there is a change, it would be best if the change was made by motion, Consideration would have to be given as to what type of information that would be appropriate to disclose. Discussion followed on disclosing candidate information. Commissioner Beauvais presented a matrix that included the criteria for rating the applicants. The need for transparency was emphasized. Commissioner McAleer said she will continue attempting to contact all the candidates about disclosing their names and information, and once that occurs, we will inform the Peninsula Daily News and also place the names on our website

Commissioner Beauvais moved that once the Board President contacts the potential interviewees for an interview, and they have accepted the invitation for an interview, we will release the list of names. The motion was seconded by Commissioner McAleer and passed unanimously.

Commissioner McAleer moved into Executive Session at 4:30 p.m. estimated to last approximately one hour. The Commission is expected to take action upon return to open session.

V. OPEN SESSION

Commissioner McAleer reconvened the open session at 5:30 p.m.

VI. PORT COMMISSION DISTRICT 2 INTERVIEWEES SELECTED AND IDENTIFIED BY LETTER (e.g., Candidate A, Candidate C, etc.)

The criterion for rating the candidates was explained. Each Commissioner rated the candidates using rating from 1 to 3 and recorded their rating on the matrix. The Commissioners agreed they would like to interview all seven candidates on a set schedule of 45 minutes for each. Commissioner McAleer has contacted six out of the seven candidates and those six are willing to move forward with interviews once their names are disclosed. The personal information will not be released until the actual interviews when the candidates will divulge during the "5 minute stump speech". Commissioners agreed in releasing the six names.

Commissioner McAleer moved that after she has talked to the last candidate, we will release the names, supplemental questions and answers, and the conflict of interest statement on the website and making the media aware of that posting. Commissioner Beauvais seconded and the motion passed unanimously.

PORT OF PORT ANGELES

VII. NEXT MEETING

A. March 4, 2016 – Interview Port Commission District 2 Candidates The interviewees' time schedules will be posted.

VIII. ADJOURN

Commissioner McAleer adjourned the meeting at 5:52 p.m.

	BOARD OF COMMISSIONERS
	Colleen M. McAleer, President
Connie L. Beauvais, Secretary	

Exhibit No. JLH-___ CX
Docket TS-160479
Page 13 of 72

DRAFT

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PORT BOARD OF COMMISSIONERS SPECIAL MEETING March 4, 2016 9:00 a.m.

PRESENT:

Commissioner McAleer, President Commissioner Beauvais, Secretary John Nutter, Interim Finance Dir. Holly Hairell, Human Resources Mgr Simon Barnhart, Port Attorney

Commissioner McAleer opened the meeting at 9:00 a.m. The purpose of the meeting is to interview six candidates for the District 2 Commissioner position which was vacated as a result of the resignation of Jim Hallett effective February 1, 2016. Candidates will complete the two years remaining on Mr. Hallett's term and they are to provide a verbal commitment to run for office in the 2017 election cycle. Forty-five minutes are allowed for each and the interviews are scheduled as follows:

9:05am - Steven Burke 9:50am - Randall Johnson 10:45am - David Sellars 11:30am - Thomas Pope 1:00pm - James Haguewood 1:45pm - Mel Rudin

It was noted that the seventh candidate, Brent Berry, is not available this date and the public interview for him is scheduled for Tuesday, March 8 at 10:00 a.m.

The previously published twelve questions were asked of each of the candidates. These questions were posted on the Port's website. Additionally, the interview included three surprise questions that were the same questions asked of each candidate. If time allowed, and if needed for clarification, there were also follow-up questions based on answers to the supplemental or interview questions.

There were no public comments and Commissioner McAleer moved into executive session at 2:30 p.m. to discuss candidate qualifications. The session is expected to last approximately 30 minutes. No action is expected to be taken. The meeting was extended for an additional 15 minutes.

Exhibit No. JLH-___ CX Docket TS-160479 Page 14 of 72

Commissioner McAleer reconvened	the regular meeting at 3:15 p.m. and immediately adjourned.
No action was taken.	
	PORT OF PORT ANGELES BOARD OF COMMISSIONERS
	Colleen M. McAleer, President
Connie L. Beauvais, Secretary	

PORT OF PORT ANGELES GENERAL FUND – LETTER OF TRANSMITTAL VOUCHER APPROVAL

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the Port of Port Angeles, and that I am authorized to authenticate and certify to said claim.

SUMMARY TRANSMITTAL February 17, 2016 thru March 8, 2016

Accounts Payable For General Expenses and Construction	Begin Check #	End Check #	
Accts Payable Checks (computer) VOIDED/ZERO PAYABLE CHECKS Manual Checks VOIDED MANUAL CHECKS Wire Transfer – (Excise Tax) Total General Expenses and Construction	402741 000000 003659 000000	402863 000000 003659 000000	\$ 2,036,808.62 \\ \$ 0.00 \\ \$ 100.00 \\ \$ 0.00 \\ \$ 6,339.11 \\ \$ 2,043,247.73 \\
Payroll			
Employee Payroll – Draws Checks Employee Draw Checks PPD Employee Payroll Checks Employee Payroll – PPD (direct deposit) Voided PPD checks (stub overrun) Wire Transfer – (Payroll Taxes, Retirement, De	000000 000000 200855 800363 ferred Comp, L8	000000 000000 200877 800409	\$ 0.00 \$ 0.00 \$ 31,768.20 \$ 106,662.725 \$ 98,863.31
Total Payroll		,	\$ 237,294.23 4
Total General Exp & Payroll			\$ 2,280,541.96° 9 Sh

Date: March 9, 2016

Port Representative

Port Representative

Commissioner,
Commissioner, Connie Beauvais
Commissioner, Colleen McAleer

REPORT TO THE BOARD OF PORT COMMISSIONERS FEBRUARY 2016

SUBJECT: REPORTS REQUIRED UNDER THE PROVISIONS OF THE MASTER POLICY

REPORT	NO ACTION	ATTACHED
Leases Executed	X	
Lease Bond, Rent Security Deviations		Х
Month to Month/Holdover Leases Annual Report	Х	
Cancelled Property Leases	X	
Vacant Property Available		Χ
Work Contracts Executed by the Executive Director	х	
Change Orders Authorized	X	
Work by Port Crews or Day Labor (over \$50,000)	Х	
Claims Settled (under \$7,500)	Х	
Professional & Personal Consulting Services Awarded		Х
Travel Approved within US and Canada under (under \$1,000)		Х
Uncollectible Accounts Written Off	Х	
Experts Engaged for Litigation	Х	
Surplus Property \$10,000 or less		X
Surplus Property over \$10,000	X	
Tariff Adjustments	Х	
Quarterly Treasurer Investment Reports (April, July, October, January)	х	

LEASE BOND/RENTAL INSURANCE DEVIATIONS

(In Accordance with Master Policy)
FEBRUARY 2016

TENANT NAME	BOND AMOUNT NEEDED	COMMENT
Magna Force	\$30,710.52	In Communication
High Tide Seafoods, Inc.	\$23,601.61	In Communication

VACANT PROPERTY AVAILABLE FEBRUARY 2016

Property Description	Address	SQFT	ACRES
South Airport			
Hangar 17W at Airport Terminal	1402 William R Fairchild	3,030	
	Airport Rd		
Hangar 17E at Airport Terminal	1402 William R Fairchild	3,000	
Aire and Oaffa a Obarra	Airport Rd	0.000	
Airport Coffee Shop	1402 William R Fairchild Airport Rd	2,000	
South Airport Land			ACRES
26 Acres Land SE Airport Terminal	(zoned High Industrial)	i	26
Airport Pads (Land)			ACRES
Hangar Pad E			0.69
Hangar Pad F			0.69
North Airport / Industrial Park / CMC	Address	SQFT	
Office Building	2417 W. 19 th St.	2,000	
Office Building / Storage (stg: 3000sf)	2032 S O Street	1,500	
Office Building / Storage (stg. 3000si)	2002 3 O Stieet	1,300	
N Airport Industrial Park (Land)		SQFT	ACRES
27 Acres near CMC	(zoned Light Industrial)		27
150 Acres at Cross Wind Runway	(zoned Light Industrial)		150
Waterfront (Land)	Address	SQFT	ACRES
10.5 Acres at Former PenPly Facility	NNA Marine Dr	3011	10.5
10.5 Acres at 1 officer 1 em by 1 acmity	INIVA MAINIE DI		10.5
Marine Drive	Address	SQFT	
Office Building	439 Marine Dr	5,000	
Boat Haven Drive	Address	SQFT	
Office Building	937 Boat Haven Dr.	900	

PROFESSIONAL & PERSONAL SERVICES AWARDED BY THE EXECUTIVE DIRECTOR (In Accordance with Master Policy)

(In Accordance with Master Policy) FEBRUARY 2016

FEBRUARY 2016				
CONSULTANT	PROJECT	EST. COST	OTHER CONTRACT PROVISIONS	
Northwestern Territories, Inc.	Marine Terminal Stormwater Conveyance Improvements Project	\$20,988	Not to exceed	
Critical Informatics	Information Systems Business Continuity Plan	\$28,288	Plus travel expenses not to exceed \$1,000	
Reid Middleton	FIA Apron Phase 3 (AIP35) Amendment #1	\$23,293		

SURPLUS PROPERTY UNDER \$10,000

(In Accordance with Master Policy) FEBRUARY 2016

PROPERTY ITEM	SALE ESTIMATE
25 HP Johnson Outboard Boat Motor	\$350.00

TRAVEL APPROVED BY THE EXECUTIVE DIRECTOR/COMMISSION (In Accordance with Master Policy) FEBRUARY 2016

STAFF PERSON	LOCATION OF MTG.	DATE(S)	PURPOSE
Chris Rasmussen	Mount Vernon	2/4-5	CESCL Re-certification
Karen Goschen Jesse Waknitz	Seattle	2/8	WPAGH Meeting
Jennifer States	Seattle Puget Sound Regional Council	2/17	Presentation to Deputy Assistant Secretary, US Dept of Commerce, Economic Development Administration, Matt Erskin
Jerry Ludke	Puyallup	2/21	NW Aviation Trade Show. Help man Port-sponsored Booth to Promote Fairchild Airport
Chris Hartman Jesse Waknitz	Seattle	2/24	Stormwater Seminar
Chris Hartman Jesse Waknitz	Olympia	2/25	WPAHG Technical Meeting
Diane Barth	SeaTac Airport	2/26	WPPA Finance Committee Meeting

REPORT TO THE BOARD OF PORT COMMISSIONERS LOG HANDLING AND MARINE TERMINAL OPERATIONS

FEBRUARY 2016

Log Handling	MTD	YTD	YTD
209	2016	2016	2015
Log Operation:			
Dumped Loads	8	46	82
Decked Loads	770	1,765	475
Green Creek Roll Out - Camp Run	26	41	111
T-7 Container Operations*			
# Containers Loaded	54	56	130
T-7/T-5 Log Operation-Discharge (Inbou	ınd/DeWater)		
# of Barges	3	3	0
# Barge Loads-Offload	86	425	0
# DeWater Loads	100	339	223
TOTAL LOADS	1,047	2,678	1,021

^{*} Ops commenced 8/19/08

^{2 -} Inbound 4 - Outbound

Terminals #1 & #3	MTD 2016	YTD 2016	YTD 2015
Terminal Activity		2010	2013
Repair Vessels – Tanker	1	2	3
Repair Vessels - Other+	1	1	4
Cargo Vessels * Log Ship	1	2	0
Other	15	30	19
TOTAL # VESSELS	18	35	26
TOTAL # DOCK DAYS	47	119	67

^{*} Includes passenger vessels

⁰ Cruise 0 Interfor/Susheen

Terminal #4	MTD	YTD	YTD	
Torrina " T	2016	2016	2015	
Terminal Activity				
TOTAL # VESSELS @ Berth	0	0	1	
TOTAL # DOCK DAYS	0	0	1	

NOTE: Unaudited information

^{1 -} Inbound 2 - Outbound

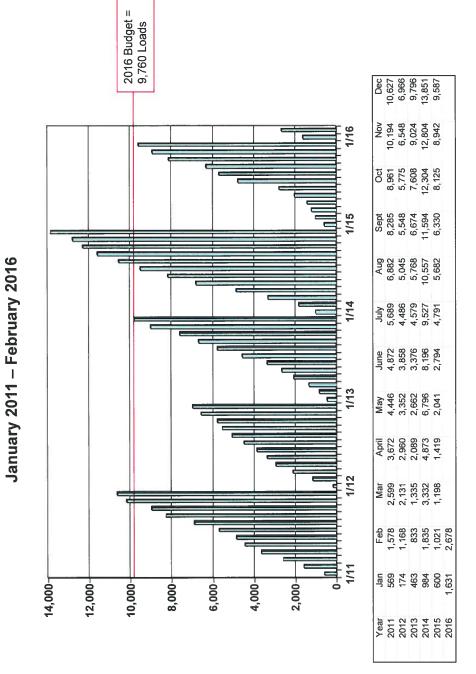
⁰ Alcan/Munro 1

¹ M&R I/s 0 Munro 0 Alcan

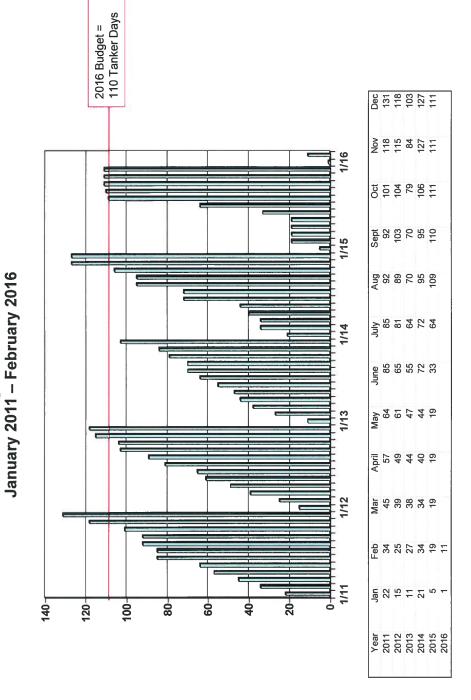
⁰ M&R i/s, 0 Alcan 0 Munro

Port of Port Angeles

LY Loads - Cumulative



Port of Port Angeles
MT Tanker Days - Cumulative



REPORT TO THE BOARD OF PORT COMMISSIONERS OPERATIONS REPORT FOR FEBRUARY 2016

Port Angeles Boat Haven

	Side Tie	No. of			Occupancy	
Slip Length	Length	Slips	Occupied	Vacant	Rate	Wait List
20'		70	3	67	4%	0
25'		24	7	17	29%	0
30'		80	46	34	58%	0
36'		29	27	2	93%	0
40'		32	29	3	91%	0
46'		17	17	0	100%	0
50'		91	65	26	71%	0
Sub-Total		343	194	149		0
Side Tie, including End Tie		54	28	26	52%	0
Boathouses		46	46	0	100%	0
Sub-Total		443	268	175		0
Limited 20'		13	2	11	15%	0
TOTAL	-	456	270	186		0

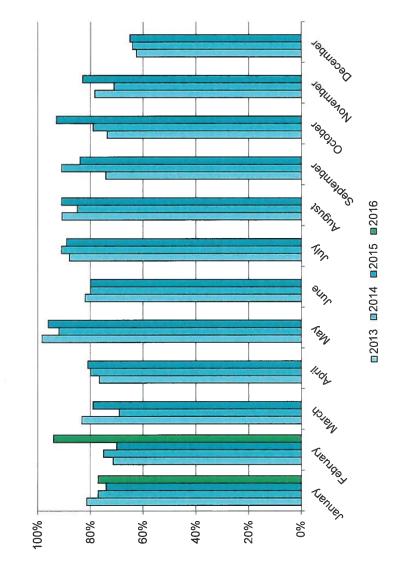
Boat Yard Report

Boats into the yard this month	17	12
Boats into the water this month	10	10
Total Travel Lift Operations This Month	27	22
Year-To-Date Launch Ramp Permit Sales	312	294

John Wayne Marina

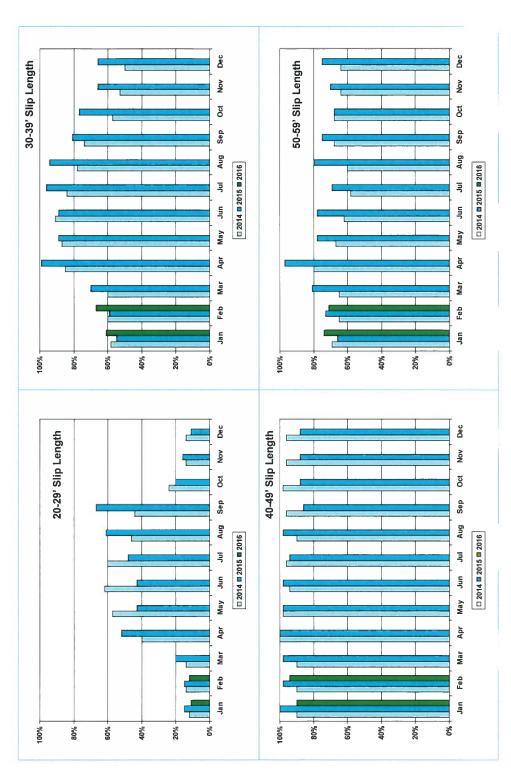
	Side Tie	No. of			Occupancy	
Slip Length	Length	Slips	Occupied	Vacant	Rate	Wait List
28'		72	36	36	50%	0
30'		46	32	14	70%	0
32,		28	19	9	68%	0
36,		22	21	1	95%	0
40'		19	16	3	84%	0
42'		21	18	3	86%	0
45'		10	9	1	90%	0
50'		27	20	7	74%	0
End Tie 49		25	25	0	100%	-1
Sub-Total		270	196	74		1
Limited 20'		30	11	19	37%	0
TOTAL	2215 ft	300	207	93		1

Port of Port Angeles
PABH Occupancy
Revenue-Based



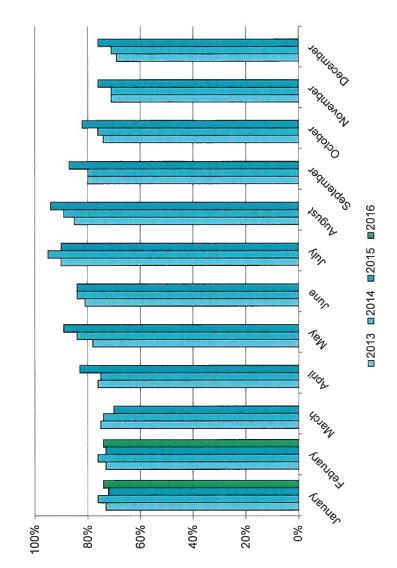
Maximum monthly revenue: \$104,708

Port of Port Angeles
PABH Occupancy
Slip-Based



Port of Port Angeles

JWM Occupancy
Revenue-Based

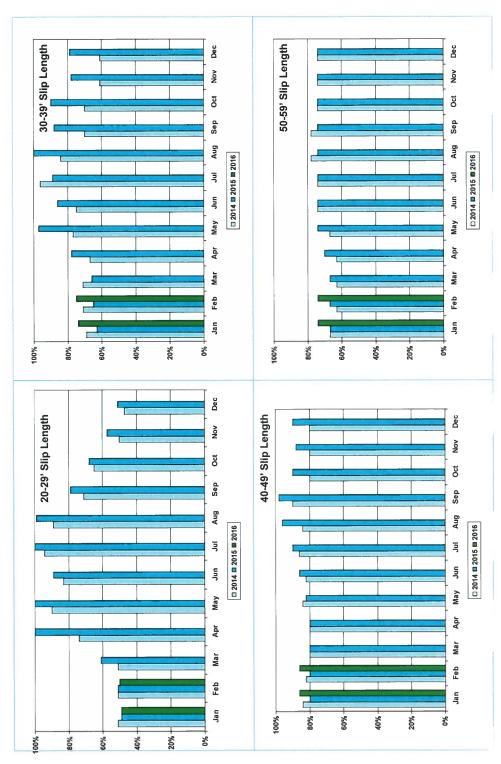


Maximum monthly revenue: \$77,693

Port of Port Angeles

JWM Occupancy

Slip-Based



MEMORANDUM

3/1/16

DATE: TO: Karen Goschen Holly Hairell FROM:

Reimbursable Days Summary for Commissioners February 2016 RE:

Connie Beau	<u>vais</u>	YTD
2/2/16	Association	
2/3/16	Meeting with Interim Executive Director	
2/9/16	Meeting	
2/10/16	Forks Business Association and Chamber of Commerce meetings	
2/12/16	Consultant interviews with Port Staff	
2/18/16	Special Port Commission meeting	
2/19/16	PA Yacht Club Dinner	
2/22/16	Port Commission meeting	
2/26/16	Special Port Commission meeting	
2/29/16	Meeting with Masco Maritime, LLC.	
		20
Colleen McAl	<u>eer</u>	
Not available	at this time	0

Maximum number of compensated meeting days allowed each calendar year - Total 96.

ITEM FOR CONSIDERATION BY THE BOARD OF PORT COMMISSIONERS

March 14, 2016

SUBJECT: New Lease with Arrow Launch Service, Inc. – Vessel Storage &

Maintenance

Presented by: Tanya M. Kerr, Property Manager

Location: 914 Marine Drive

BACKGROUND:

Arrow Launch Service, Inc. ("Arrow") is a local business owned and operated by Jack and Terri Harmon for over 27 years in Port Angeles. Arrow owns and operates fourteen (14) US Coast Guard Inspected vessels, basing them in four (4) ports in Puget Sound.

The building at 914 Marine Drive is Travel Lift (equipment used to lift boats out of the water and relocate to land/building) accessible and is best suitable for vessel repair & maintenance giving the location and space. The building has been vacant since September 2014. The lease rate prior to cancellation was \$1,325, which was established December of 2012.

Having a full sized boat maintenance facility and access to the Port's Travel Lift here in Port Angeles will provide Arrow Launch Service the ability to service all their vessels at the Port Angeles location.

This is the 2nd of 3 leases with Arrow Launch Service created to support long term use and business growth in Port Angeles.

LEASE DETAILS:

Staff has reached a lease agreement with Arrow. The lease includes the following key components:

Leased Space: 3,000 sqft Travel Lift accessible building and exterior storage

Location: 914 Marine Drive

Use: Vessel storage and maintenance

Port Area: Marine Trades designation – use is consistent with area

Monthly Payments: \$1,325 lease payment, plus Leasehold Excise Tax (\$0.442 per

sqft); with an annual CPI increase

Initial Term: Five years

Options to renew: Two (2) five-year options at the tenant's request

Term Begin Date: March 15, 2016

Tenant Improvements: Contemplated at this time are fencing and containers for

storage – any such improvements require the written approval of the Port.

Utilities: Tenant will pay for electricity/water/sewer/internet and phone direct.

Bond/Security: Bond in the amount of \$17,941.56

Unique Terms: None

ENVIRONMENTAL IMPACT:

None

FISCAL IMPACT OF THE LEASE:

\$15,900 annual income for the Port.

RECOMMENDED ACTION:

Staff recommends the Commission authorize the Interim Executive Director to sign a Lease with Arrow Launch Service, Inc. per the terms and conditions as stated.



ITEM FOR CONSIDERATION BY THE BOARD OF PORT COMMISSIONERS

March 14, 2016

SUBJECT: New Lease with Arrow Launch Service, Inc. – Warehouse

Presented by: Tanya M. Kerr, Property Manager

Location: 916 Marine Drive

BACKGROUND:

Arrow Launch Service, Inc. ("Arrow") is a local business owned and operated by Jack and Terri Harmon for over 27 years in Port Angeles.

In addition to maintaining inventory and spares for its own fleet of vessels, Arrow provides land based support such as purchasing, warehousing and shipping of critical spare and consumables parts for clients utilizing its full service warehouse in Port Angeles, offering convenient access to the anchorages and terminals of Port Angeles.

The building at 916 Marine Drive, which lacks insulation, appropriate heat, and suitable loading docks is best suitable for warehousing and machine work. The building has been vacant since July 2014. The lease rate prior to the cancellation was \$882 which had been unchanged since September 1998.

Having a warehouse facility with additional space for business equipment service and repair will provide Arrow with space to grow.

This is the 3rd of 3 leases with Arrow created to support long term use and business growth in Port Angeles.

LEASE DETAILS:

Staff has reached a lease agreement with Arrow. The lease includes the following key components:

Leased Space: 5,000 sqft building and exterior storage

Location: 916 Marine Drive

Use: Warehousing, storage, shipping and repair of customer and Lessee items.

Port Area: This lease will fall within the Marine Trades Area due to the use and location across from the Port's boat yard.

Monthly Payments: \$2,200 lease payment, plus Leasehold Excise Tax, (\$0.44 per sq

ft); with an annual CPI increase

Initial Term: Five years

Options to renew: Two (2) five-year options at the tenant's request

Term Begin Date: March 15, 2016

Tenant Improvements: Contemplated at this time are fencing and exterior containers

for storage – any such improvements require the written approval of the Port.

Utilities: Tenant will pay for electricity/water/sewer/internet and phone direct.

Bond/Security: Bond in the amount of \$29,789.76

Unique Terms: None

ENVIRONMENTAL IMPACT:

None

FISCAL IMPACT OF THE LEASE:

\$26,400 annual income for the Port.

RECOMMENDED ACTION:

Staff recommends the Commission authorize the Interim Executive Director to sign a Lease with Arrow Launch Service, Inc., per the terms and conditions as stated.



EXHIBIT A: Arrow Marine/916 Marine Drive



ITEM FOR CONSIDERATION BY THE BOARD OF PORT COMMISSIONERS

March 14, 2016

SUBJECT: New Lease with Arrow Launch Service, Inc. – Harbor Area Sublease

(based on Aquatics Land Lease No. 22-074157)

Presented by: Tanya M. Kerr, Property Manager

Location: Terminal 4 and Relevant Harbor Area

BACKGROUND:

Arrow Launch Service, Inc. ("**Arrow**") is a local business owned and operated by Jack and Terri Harmon for over 27 years in Port Angeles. Arrow operates as a public utility under the regulatory oversight and authority of the Washington Utilities and Transportation Commission (WUTC), providing 24X365 passenger and freight Launch Service to vessels of all types, at anchor, at docks or while underway.

Arrow currently employs over 40 full time employees in Clallam County, all receiving family wage jobs, including family benefits for medical, dental, vision, vacation, paid sick leave and a 401K. Arrow anticipates the number of local employees to grow to over 50 in the next three years.

Arrow is currently operating out of the Port Angeles Marina and The Landing terminal facilities. Long term vision to grow business locally prompted the expansion to Terminal 4 and other Port facilities.

Terminal 4, a dock structure located within the harbor area leased to the Port by the Washington Department of Natural Resources ("**DNR**") pursuant to Aquatic Lands Lease No. 22-074157, was originally built by Foss Launch & Tug and sold to the Port in 1979 for \$108,000. The Port re-built the structure in 1987 for \$120,000. The most current lease began in May of 1988 in the amount of \$690 and covered the western portion of the dock only, the lease terminated June of 2014.

Staff has worked with Arrow to develop this Harbor Area Sublease and 2 other lease agreements to support long term of Port facilities, Terminal 4, and the general growth of business in Port Angeles.

LEASE DETAILS:

Staff has reached an agreement with Arrow for the sublease of the subject harbor area and Terminal 4. The sublease includes the following key components:

Leased Area: 6,625 sq. ft. wooden dock space known as the Port's Terminal 4, together with the portions of the harbor area leased to the Port under Harbor Area Lease No. 22-074157.

Location: The dock is located to the west of the N. Oak Street and W. Railroad Ave intersection

Monthly Payments: \$2,000 lease payment plus Leasehold Excise Tax

Initial Term: Five years

Options to renew: Two (2) five-year options at the tenants request

Term Begin Date: March 15, 2016

Tenant Improvements: Contemplated at this time is a temporary building to support the business – any such improvements require the written approval of the Port.

Utilities: Tenant will pay for electricity/water/sewer/internet and phone direct.

Use: Activities related to Water-Dependent maritime commerce and navigation, specifically including the loading and unloading of cargo, supplies and passengers to and from Sublessee-owned vessels, and the management of the loading and unloading of third-party-owned vessels.

Bond/Security: Bond in the amount of \$27,081.60

UNIQUE TERMS:

Because this terminal is located within the harbor area leased to the Port by DNR, the Sublease Agreement was written in conformance with the requirements of the Harbor Area Lease. The Sublease has been approved by DNR.

The terminal has been subject to a broad range of users in the past, including those in the fishing and seafood businesses and by larger transient vessels. The terminal will remain available for third party moorage and wharfage use as long as it can be reasonably accommodated by Arrow. All third party use will be subject to coordination and invoicing by Arrow at rates that are not less than the Port's published rates.

ENVIRONMENTAL IMPACT:

Use of structure and State Tidelands will not change.

FISCAL IMPACT OF THE LEASE:

\$24,000 annual income for the Port.

RECOMMENDED ACTION:

Staff recommends the Commission authorize the Interim Executive Director to sign a Sublease Agreement with Arrow Launch Service, Inc. per the terms and conditions as stated.



ITEM FOR CONSIDERATION BY THE BOARD OF PORT COMMISSIONERS

March 14, 2016

SUBJECT: FIA Fee Waiver Request – Cascadia Rising 2016 Exercise

Presented by: Jerry Ludke, Airport & Marina Manager

BACKGROUND:

Resolution 848 authorizes the Executive Director to negotiate reduced fees or in-kind services in lieu of fees for Port-sponsored events/activities where the Port is not an active participant, or for events or activities of non-profit organizations that result in the promotion of tourism or the use of Port facilities, or that provide a benefit to the citizens of Clallam County.

Full waiver of fees requires Commission action. Per the resolution, the Commission may grant requests for full waiver of fees for non-profit events that result in the promotion of tourism, promotion of the use of Port facilities, benefits to the citizens of Clallam County, assistance with marketing of a Port facility, and enhancement of business within the facility which benefits the Port. The Commission may also waive fees for non-profit events where no fee is charged to participants or spectators. In all cases, the Port should receive public recognition of the Port's contribution to the event.

The National Guard – Homeland Response Force (FEMA Region 10) requests a fee waiver for use of the Fairchild Airport terminal for the Cascadia Rising 2016 exercise. Designed as a "worst case scenario model," Cascadia Rising will simulate a magnitude 9.0 earthquake off the Oregon coast in the Cascadia Subduction Zone and test local, state, tribal and federal catastrophic emergency plans. The event will take place from June 7-10 and will include coastal communities throughout Washington, Oregon and British Columbia and their emergency responders.

ANALYSIS:

This request comes before the Commission as required under Commission Resolution 848 "Waiver of Fees for Non-profit Groups." A fee waiver is appropriate because the event provides a benefit to the citizens of Clallam County. The National Guard will complete a facility use/hold harmless agreement prior to the event, and up to 15 military personnel will be occupying the terminal during the four-day exercise.

ENVIRONMENTAL IMPACT: None

FISCAL IMPACT: \$1,600

RECOMMENDED ACTION:

Staff recommends the Commission consider a fee waiver for the Cascadia Rising 2016 Exercise on June 7-10, 2016.

Article published Feb 23, 2016

Ready for the big one: Cascadia Rising earthquakepreparedness drill taking shape for Peninsula

By Charlie Bermant | Peninsula Daily News

PORT TOWNSEND — An earthquake preparedness exercise planned for this spring is being designed to involve a broad group of agencies in determining a response strategy for when — not if — the "big one" occurs.

"There will be a lot of activities," said Bob Hamlin, the director of the Jefferson County Department of Emergency Management.

"There will be many agencies involved, and it will be quite visible to the public."

Hamlin said the agencies — which could include the U.S. Army and the National Guard — will announce details about the exercise and what activities it will entail in the coming weeks.

Cascadia Rising

The event, which will be known as the Cascadia Rising 2016 Exercise, will take place from June 7-10 and will include coastal communities throughout Washington, Oregon and British Columbia and their emergency responders.

Clallam County Undersheriff Ron Cameron, who heads the county's emergency management department, said the exercise originates with state government and extends to the local level.

"We want to make it as real as possible," Cameron said of the four-day event. "We are testing our communications and our response to a catastrophe to improve our reactions."

Cameron said the exercise will be centered at Joint Base Lewis-McChord near Tacoma, where the drill is being organized, with trainers issuing a single simulated incident to which many agencies must react.

The exercise could simulate a tsunami on the northern Pacific Coast, forcing Clallam, Jefferson, Grays Harbor and Kitsap counties to work together.

"We want to learn where our weaknesses and strengths are," Cameron said.

Designed as a "worst case scenario model," Cascadia Rising will simulate a magnitude 9.0 earthquake off the Oregon coast in the Cascadia Subduction Zone, a fault area that runs approximately 600 miles off the coast and includes a 700-mile area from Northern California to Vancouver Island, according to a newsletter on the exercise from Hamlin's department. The newsletters are to be published monthly through May as the drill nears.

Zone quiet

The Cascadia Subduction Zone is the only significant section of the "Ring of Fire" of connected faults around the Pacific Ocean that has not had significant activity in the past 50 years.

In preparation for the drill, each coastal county is required to submit a reality based scenario to the state's emergency management office.

These will then be examined by the Federal Emergency Management Agency, the newsletter states.

The objective is to collaboratively plan, design and conduct a comprehensive exercise that tests local, state, tribal and federal catastrophic emergency plans.

"We will have a lot of partners at different levels that we've never had the opportunity to work with." Hamlin said.

Cameron said he meets or talks with Hamlin every Wednesday about planning for the exercise. The drill has been in the planning stage for the past two years.

Emergency centers

Hamlin said much of the activity will not be visible to the public as it will take place in emergency centers such as the one in Port Hadlock that serves East Jefferson County.

The visible portion will include simulated evacuations, developing neighborhood connections and the classic "duck, cover and hold" drill, Hamlin said.

"Our No. 1 concern here is where food and water will come from after all the bridges and ferries and roads are gone," Hamlin said.

Interest in a Cascadia Subduction Zone quake was revived nationally by an article in The New Yorker's July 20, 2015, issue.

The article — which can be read at http://tinyurl.com/PDN-quake — said that when — not if — the "big one" hits the Pacific Northwest, 13,000 people will die, 27,000 will be hurt, 1 million will be displaced and another 2.5 million will be left without adequate food or water after the quake, aftershocks and tsunamis.

At the time of its publication, Lt. Col. Clayton Braun of the Washington National Guard said the article was well written "but was a little alarmist."

"This will happen, although we don't know if it will be in our lifetime," Cameron said of a Cascadia Subduction Zone quake.

"This exercise will help us to improve our response to any catastrophic event."

For more information on the Jefferson County Department of Emergency Management, visit http://www.jeffcoeoc.org. To view documents on disaster preparedness and the Cascadia Rising newsletter, click the "current" link at the bottom of the page.

For Clallam County Emergency Management, visit www.clallam.net/emergencymanagement.

Jefferson County Editor Charlie Bermant can be reached at 360-385-2335 or cbermant@peninsuladailynews.com.

ITEM FOR CONSIDERATION BY THE BOARD OF PORT COMMISSIONERS

March 14, 2016

SUBJECT: UPDATE TO 2016 PORT REPRESENTATION TO ORGANIZATIONS

BACKGROUND:

At the January 12, 2016 Commission meeting, the Board decided which commissioners would represent the Port of Port Angeles on various organizations and committees related to Port activities. The 2016 appointments are attached along with meeting time details for each organization.

The staff was tasked with researching a few organizations that the Board had questions about. Below are the results of the research:

- Peninsula Regional Transportation Planning Organization: The PRTPO is the Regional Transportation Planning Organization for Clallam, Jefferson, Mason and Kitsap Counties. They are a voluntary association of cities, towns, counties, ports, tribes, transit agencies and major employers that work together to develop transportation plans designed to meet the region's future economic and population growth. The Port has a spot on their executive board and on the technical advisory committee. The executive board meets every other month in Clallam, Jefferson, Kitsap and Mason counties. The technical advisory committee meets every other month at the Jefferson County Library in Port Hadlock.
- **Puget Sound Ports Group**: WPPA has been contacted to see if this group still exists. Awaiting response.
- Port Angeles Downtown Association: PADA is actively seeking members and board members and would like the Port to be involved. They meet on the 2nd Tuesday of every month at 6:15pm at the Landing Mall conference room.
- Port Angeles Harbor Planning Committee: This committee was formed to provide input to the City of Port Angeles for their Shoreline Masterplan Program Update. This masterplan is complete and this committee has been eliminated.

RECOMMENDED ACTION:

Decide whether a commissioner will represent the Port on the above boards/committees and approve the 2016 Port Representation to Organizations.

2016 Port Representation to Organizations

Organization Name	<u>Port</u> <u>Representative</u>	Meeting Time Details
American Forest Resource Council	Connie Beauvais	Annual meetings and quarterly board meetings
Chamber of Commerce: Clallam Bay/Sekiu	Connie Beauvais	1st and 3rd Mondays of each month at Red Lion Hotel from 12:00pm to 1:00pm
Chamber of Commerce: Forks	Connie Beauvais	Weekly luncheon meetings on Wednesdays at 12:00pm at Blakeslee's Bar and Grill
Chamber of Commerce: Neah Bay	Connie Beauvais	Information requested
Chamber of Commerce: Port Angeles	Jim Hallett	1st and 3rd Mondays of each month at Red Lion Hotel from 12:00pm to 1:00pm. Board of Directors meet once per month.
Chamber of Commerce: Port Angeles (Alternate)	Connie Beauvais	1st and 3rd Mondays of each month at Red Lion Hotel from 12:00pm to 1:00pm
Chamber of Commerce: Sequim	Colleen McAleer	2nd and 4th Tuesday of each month at 11:45am at Sunland Golf and Country Club
Chamber of Commerce: Sequim (Alternate)	Connie Beauvais	2nd and 4th Tuesday of each month at 11:45am at Sunland Golf and Country Club
Clallam County Economic Development Council	Connie Beauvais	Board of Directors meet every 3rd month on the 3rd Thursday
Clallam County Economic Development Council (Alternate)	Colleen McAleer	Board of Directors meet every 3rd month on the 3rd Thursday
Clallam County Marine Resources	Jesse Waknitz	3rd Monday of each month from 5:30pm to 7:30pm
Forks Economic Development Steering Committee	Connie Beauvais	Committee no longer exists
North Olympic Development Council	Connie Beauvais	Meet the 4th Thursday of every month from 1:00-3:00pm at the John Wayne Marina
North Olympic Timber Action Committee (NOTAC)	Connie Beauvais	Quarterly meetings at 7:30am
Pacific Northwest Waterways Association	Colleen McAleer	Regional meetings in the Puget Sound region. Upcoming meeting notifications are sent via email.
Peninsula Regional Transportation Planning Organization	No Port Representation	

2016 Port Representation to Organizations

Organization Name	Port Representative	Meeting Time Details
Port Angeles Business Association	Connie Beauvais	Every Tuesday from 7:30-8:30am at Joshua's Restaurant
Port Angeles Downtown Association	No Port Representation	
Port Angeles Forward (City of Port Angeless Committee)	Jim Hallett	2nd Thursday of each month at 7:30am at Port Angeles City Hall
Puget Sound Ports Group	No Port Representation	Group no longer exists
West End Business and Professional Association	Connie Beauvais	Every Wednesday at 7:30am at the DNR Conference Center
WPPA Aviation Committee	Connie Beauvais	Meet in conjunction with WPPA Annual meeting in late fall.
WPPA Economic Development Committee	Colleen McAleer	Meet in conjunction with WPPA Annual meeting in late fall.
WPPA Environmental Committee	Colleen McAleer	Meet in conjunction with WPPA Annual meeting in late fall.
WPPA Legislative Committee	Colleen McAleer	Meet in conjunction with WPPA Annual meeting in late fall.
WPPA Marinas Committee	Jim Hallett	Meet in conjunction with WPPA Annual meeting in late fall.
WPPA Trustee	Colleen McAleer	Meet in conjunction with WPPA Annual meeting in late fall.
WPPA Trustee (Alternate)	Connie Beauvais	Meet in conjunction with WPPA Annual meeting in late fall.

ITEM FOR CONSIDERATION BY THE BOARD OF PORT COMMISSIONERS

March 14, 2016

Subject: TERMINAL 3 HEADLINE DOLPHIN AND MAINTENANCE PROGRAM -

BERGER ABAM PROFESSIONAL SERVICE AGREEMENT

AMENDMENT #01

Presenter: Chris Hartman, Director of Engineering

BACKGROUND:

Last year BergerABAM was selected as the most qualified consultant to complete the full design of a new Headline Dolphin at Terminal 3 along with a condition assessment and report for the rest of the existing terminal. On August 25, 2015 the Port Commission authorized the Executive Director to enter into a Professional Service Agreement with BergerABAM in an amount not to exceed One Hundred Sixty-nine Thousand and Seventy Dollars and no Cents (\$169,070). Since that time BergerABAM has completed the condition assessment and report of the existing pier and provided a draft technical memorandum analyzing different alternatives for the new Headline Dolphin.

Concurrent with this project, the Port has been working with Kennedy / Jenks to design stormwater conveyance for Terminal 3 and the surrounding upland area. In order to convey stormwater runoff from Terminal 3, Kennedy / Jenks is considering an option to raise the grade on the far north end of Terminal 3 to allow stormwater to drain back towards the shore instead of directly into the harbor. Their preliminary grading design has been complete, but it includes adding significant weight to the existing structure.

This additional weight may create unintended adverse impacts structurally to Terminal 3. Structural analysis of in-water structures is outside the scope of Kennedy / Jenks expertise. Staff considered two different options to complete the analysis: 1) Kennedy / Jenks could hire a structural engineering firm as sub-consultant and the Port could amend Kennedy / Jenks existing agreement or, 2) The Port could amend an existing agreement with BergerABAM and have them complete the analysis. Through discussion with Kennedy / Jenks, staff determined the best path forward would be to amend BergerABAM's existing agreement to allow them to work in a supporting role to Kennedy / Jenks. This option also saves the Port money because whenever there is a sub-consultant there is an additional layer of markup added to each invoice.

ANALYSIS:

The scope of work in this amendment includes:

1.	Project Management	\$ 2,400
2.	Concept Development and Structural Analysis	\$ 11,590
3.	<u>Detailed Design</u>	\$ 12,510

Total = \$26,500

Additional detail is included in the attached proposal from BergerABAM dated February 25, 2016.

ENVIRONMENTAL IMPACT:

The in-water permits for the headline dolphin project are in-hand and were included in the 10-year U.S. Army Corps of Engineers Programmatic Permit issued April 8, 2015, that includes maintenance work at each of the Port's Terminals. A State Environmental Policy Act Mitigated Determination of Nonsignificance was issued for this project on January 23, 2014.

FISCAL IMPACT:

BergerABAM's complete fee for the work as described is Twenty-Six Thousand Five Hundred Dollars and no Cents (\$26,500.00). This additional work will be tracked under the Capital Project 11-MT Stormwater Improvements. There is a total of \$1.2 Million Dollars allocated for this project within the Port's Capital Budget.

RECOMMENDED ACTION:

Staff recommends the Commission authorize the Executive Director to execute the Terminal 3 Headline Dolphin and Maintenance Program Amendment #01 with BergerABAM for an amount not to exceed Twenty-Six Thousand Five Hundred Dollars and no Cents (\$26,500.00).

ATTACHMENTS:

BergerABAM proposal dated February 25, 2016 (4 pages)



33301 Ninth Avenue South, Suite 300, Federal Way, Washington 98003-2600 206/431-2300 • 206/431-2250 Fax • www.abam.com

25 February 2016

Mr. Chris Hartman, PE Director of Engineering Port of Port Angeles P.O. Box 1350 Port Angeles, WA 98362

Subject: Terminal 3 Headline Dolphin and Maintenance Program

Proposal for Stormwater Collection at Terminal 3 (Amendment 1)

Dear Chris:

In response to your email, dated 17 February 2016, BergerABAM is pleased to present this proposal to the Port of Port Angeles (Port) for the analysis and design of modifications to Terminal 3 for the collection of stormwater runoff. The scope includes participation in the refinement of the stormwater collection concept, a structural analysis of the existing facility verifying compatibility with the stormwater modifications, and development of structural design drawings relating to the stormwater collection modifications. As mentioned in your email, BergerABAM's effort will be in the supporting role of the Port's consultant, Kennedy/Jenks, who will be performing the civil engineering and developing the construction design documents. It is our understanding that this work will occur as a modification (Amendment 1) to our current Professional Service Agreement (PSA), dated 27 August 2015.

A discussion of the proposed scope and fees follow.

SCOPE OF WORK

Task 1.0 - Project Management

General project management of the Terminal 3 Headline Dolphin and Maintenance Program is already addressed in the original PSA and is sufficient to cover the general project management associated with this Amendment. Therefore, project management effort for this amendment is limited to processing of the amendment agreement and regular coordination with the Port and its consultant.

Task 2.0 - Concept Development and Structural Analysis

Participation in stormwater concept development will begin with a kickoff meeting with the Port and Kennedy/Jenks at BergerABAM's Federal Way office. The purpose of the meeting will be to discuss the current stormwater concept developed by Kennedy/Jenks, received in the

Mr. Chris Hartman, PE 25 February 2016 Page 2

Port's 17 February 2016 email. A key goal during the concept development will be reducing the amount of weight associated with stormwater modifications such that the changes in the structure demand to capacity (D/C) ratio is less than 10 percent (additional weight for current stormwater collection concept is estimated to increase the D/C by 15 percent). Per the International Building Code (IBC), if the changes in the lateral D/C ratio is below 10 percent the need for a seismic analysis and potential costly structural upgrades to the to the lateral force resisting system is not required. This proposal assumes that the lateral analysis associated with D/C ratio increase greater than 10 percent can be avoided and the effort for the lateral analysis has not been included.

As part of the concept development, BergerABAM will evaluate changes to the gravity load resisting elements of the structure per the IBC and provide a letter, signed by a Washington licensed structural engineer, documenting the evaluation and findings of the analysis. In addition to the letter, we will provide concept design sketches for required structural modifications (including a pavement cross-section) and a concept level cost estimate.

Task 3.0 - Detailed Design

Following the concept design we will move directly into developing the detailed design drawings needed for Terminal 3 stormwater collection. It is assumed that Kennedy/Jenks will provide AutoCAD files (survey, border, etc.). In addition, technical specification for the structural modifications will be provided. Design drawings and specifications will be submitted as a draft for review and comment followed by a final submittal, signed by a Washington licensed structural engineer. Included with each submittal will be an updated construction cost estimate. Support during the bid process is also included in the design scope.

ASSUMPTIONS

- An IBC required lateral seismic analysis will not be required because the weight of the terminal stormwater modifications will be kept below 10 percent of the weight of the existing terminal.
- 2. No site visits are required
- 3. Review of the Kennedy/Jenks design (at the draft and final submittal) will be limited to Terminal 3 civil drawings pertaining to stormwater conveyance.
- 4. Construction support is not included.

SCHEDULE

We can begin this effort immediately upon Notice to Proceed, and if needed, we are comfortable proceeding with the Concept Development and Structural Analysis under the current PSA, prior to the signed Amendment. We estimate that the structural analysis letter and

Mr. Chris Hartman, PE 25 February 2016 Page 3

concept plans will be completed three to four weeks after the kickoff meeting. Draft design drawings and cost estimate will be submitted to the Port and Kennedy/Jenks four weeks after receiving comments on the concept documents. Final design drawings and cost estimate will be submitted two weeks after receiving comments on the Draft submittal documents.

FEE

We propose to perform this work on a time-and-materials basis. As shown in the detailed fee estimate (Attachment A), we will not exceed the amount of Twenty-Six Thousand Five Hundred dollars (\$26,500) without your prior approval.

CLOSING

We look forward to continue working on this project with you. Please call me at 206/431-2300 if you should have any questions regarding this proposal.

Sincerely,

Elmer W. Ozolin, PE

Eliner W GE

Vice President

EWO:JRG:keh Attachment

Attachment A – BergerABAM Fee Estimate

\$26,495

\$26,500

SAY:

ATTACHMENT A Port of Port Angeles BergerABAM Terminal 3 Headline Dolphin and Maintenance Program Proposal for Stormwater Collection at Terminal 3 (Amendment 1) - Fee Backup BergerABAM - STAFF HOUR SUMMARY Date: 25 February 2016 Sr Proj Mgr/ Project Project Engineer Drafter/ Proj Coord/ Tech/WP Principal Manager Enviro Engineer Graphics \$115.00 Item \$225.00 \$185.00 \$210.00 \$150.00 \$110.00 \$90.00 Totals 1.0 Project Management (2 months) 1.1 Coordination with Kennedy/Jenks (1 hr/wk, 8 weeks) \$2,400 8 8 2.0 Concept Study (Letter Report) 2.1 Kick Off Meeting \$2,475 6 20 2.2 Concept Development & Figures (2) 8 \$4,660 2.3 Structural Analysis & Letter 4 16 \$2,940 2.4 Cost Estimates \$1,060 6 2.5 QA/QC 2 \$450 3.0 Design Documents 3.1 Drawings (Draft & Final) 8 24 20 \$6,440 3.2 Technical Specifications (Draft & Final) \$1,840 4 8 3.3 Cost Estimate (Draft & Final) 6 \$1.060 3.4 Respond to Comments 4 \$830 3.5 Review of Relevant K/J Drawings 6 \$1,060 3.6 QA/QC \$450 3.7 Bid Support \$830 **Total Hours** 7 48 0 0 108 28 6 197 Labor Cost \$1,575 \$8,880 \$0 \$0 \$12,420 \$3,080 \$540 \$26,495 (Note: Labor rates include overhead + profit \$8,880 \$0 \$0 \$12,420 \$3,080 \$540 \$26,495 Subtotal Labor \$1,575 Subconsultants: Notes: Subtotal: \$ 0% Markup: Total Subs: \$ Assumptions Other Expenses: Quantity Unit Subtotal: Markup: At Cost Total Expenses: \$

TOTAL COST

ITEM FOR CONSIDERATION BY THE BOARD OF PORT COMMISSIONERS

March 14, 2016

SUBJECT: Clallam County EDC Contract

Presented by: Karen Goschen, Interim Executive Director

BACKGROUND:

Economic development is facilitated by a number of agencies and organizations that have statutory authority in addition to the economic development authority of the Port. The Washington State Department of Commerce (Commerce) is charged with community and economic responsibilities (RCW 43.330.050) and contracts with organizations that promote and coordinate economic development. The associate development organization (ADO) is the lead agency in each county for economic development. It is designated by the Board of County Commissioners. In Clallam County the ADO is the EDC.

Commerce provides technical assistance and funding to the ADO. The ADO serves as the point of contact for Commerce to provide business leads. The role of the ADO supports new business development and recruitment and coordinates business retention and expansion activities. Services provided by the ADO include:

- Participating in region-wide economic development planning and research.
- Providing information on state and local permitting processes, tax issues, export assistance, and other essential information for operating, expanding, or locating a business in Washington.
- Marketing the county and state as an excellent place to expand or relocate a business.
- Collaborating with local partners to meet the workforce development needs of business.
- Providing business retention and expansion services.
- Partnering with other organizations such as Small Business Development Centers and SCORE to improve business support services.
- Collecting and maintaining data for use in program and statewide system evaluation.
- Meet and share best practices with other associate development organizations at least two times each year.

Since the EDC is a non-profit organization they are not subject to the public records act and are able to keep potential business development information confidential. It is important for all economic development entities to coordinate their efforts and work toward a county-wide economic development plan.

As part of the 2016 Budget, the Commission authorized a total annual contribution of \$30,000 to the Clallam EDC. Historically, the Port has funded the EDC as follows.

2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	15,000

Attachments:

- 1. Proposed 2016 Economic Development Contract and Exhibit A
- 2. Draft addendum for the proposed 2016 EDC contract
- 3. 2015 Economic Development Contract and Exhibit A

ANALYSIS:

A comparison of the 2016 and 2015 Contract include the following:

- The 2016 contract requests quarterly payments during the first month of each quarter. Typically the Port pays for services after they are rendered. The Port has historically paid the EDC at the end of each quarter.
- The 2015 contract scope of work and deliverables included the following item, which is not included in the 2016 performance:
 - Business Leads. The EDC will share business leads it receives with the Port that are potentially suitable for siting on Port properties. The Port will keep the EDC advised on particulars and availability of all Port properties.

A comparison of the 2016 and 2015 Action Plan (Exhibit A) include the following:

- The areas of focus remained the same.
- Strategic objectives are similar except for the first objective. In 2015 it called for a
 net gain in private sector jobs between the 2014 census and 2020 census. In
 2016 it calls for no net loss of private sector jobs between 2010 and 2020
 census.
- 2016 Goals and outcomes have been consolidated into 4 broad categories and core metrics have been added. It is difficult to compare to the prior contract. In 2015 there was a focus on activities in addition to metrics. In 2016, very little is listed with regards to activities.

There have been several discussions on how to improve the collaboration and support between the Port and the EDC due to past differences and miscommunications. The EDC informed the Port that it needed to work on the County's contract before discussing the Port's contract with the EDC. Staff did not anticipate the Port would be asked to sign a contract without the ability to discuss what was important to the Port. According to the Executive Director, the "board directed that all our contracts be uniform and be driven by the one negotiated with the County (which is signed and done)."

Based on feedback from individual Commissioners, staff drafted an addendum which includes action items that are of important to the Port.

The EDC contract is scheduled for the regular Commission meeting on March 14, 2016. The EDC has asked that the contract be executed before the EDC Board Meeting on March 17th so that the Port's representative can be properly seated.

ENVIRONMENTAL IMPACT:

None

FISCAL IMPACT:

The 2016 budget includes \$30,000.

RECOMMENDED ACTION:

Based on discussion at the March 11, 2014 Special Meeting, staff will incorporate revisions or provide additional information as directed by the Commission.

The Commission has the following options or some combination of the following options:

- Move to approve the EDC contract with the addendum.
- Move to approve the EDC contract without the addendum.
- Move to approve the EDC contract to include revision for ... and approve the addendum to include revisions for ...

CLALLAM COUNTY ECONOMIC DEVELOPMENT CORPORATION



905 West 9th, Suite 221-222 PO Box 1085 • Port Angeles • WA 98362 360.457.7793 • www.clallam.org

AGREEMENT BETWEEN CLALLAM COUNTY ECONOMIC DEVELOPMENT CORPORATION AND PORT OF PORT ANGELES

THIS AGREEMENT, made this __day of ______, 201___, by and between the Port of Port Angeles, a Washington municipal corporation (hereinafter referred to as "Port"), and the Clallam County Economic Development Corporation, a non-profit corporation (hereinafter called "Corporation").

WHEREAS, the Corporation is a nonprofit educational and research corporation of the State of Washington; and

WHEREAS, the Port is therefore interested and concerned with the economic utilization of services; and

WHEREAS, the Port has need of research and education in regards to these and other aspects of its operations; now, therefore,

In consideration of the mutual covenants and agreements herein and <u>per the attached 2014 – 2018 Strategic Direction with Action Plan</u> the parties agree it as follows:

I. Performance by Corporation

- A. The Corporation agrees to carry out the action plan that coincides with the 2014-2018 Strategic Direction.
- B. The Corporation shall report on a quarterly basis to the Port in regard to the progress the Corporation has made toward the objectives, goals and outcomes that are outlined in the Scope of Work (See Appendix A).
- C. The Corporation shall serve as a countywide contact for development activities, and it will facilitate the development process with prospective companies and appropriate governmental entities. Through EDC participation, the Port will be kept apprised of the planning, development, and construction of necessary infrastructure to support various projects.
- D. The Corporation shall maintain records and report to the Port as follows:
 - The Corporation shall maintain accounts and records that accurately reflect the revenues and costs for the Corporation's activities. These financial records, and all records related to the performance of the contract, shall be available for inspection at monthly EDC Board meetings.
 - 2. The Corporation shall use its best efforts to economize on overhead expenses to the maximum extent feasible in providing the services to be performed pursuant to this Contract.



E. Corporation shall become actively engaged in advocacy for the unique needs of Clallam County's citizens and agencies.

II. Performance by the Port of Port Angeles

- A. For the services rendered by the Corporation, the Port will provide, by payment in cash, the amount of (Thirty Thousand) \$30,000 Dollars.
- B. Payment by the Port shall be made in four installments, payment to be made during the first month of each quarter.
- C. The Port shall participate, when applicable as determined by the Port, by providing expertise to accomplish the actions of the Clallam Economic Development Corporation.
- III. <u>Term</u> This agreement shall be for a term of one year, commencing on January 1, 2016.
- IV. <u>Assignment</u> This agreement may not be assigned by either party to this agreement except by signed amendment.
- V. <u>Termination</u> This agreement may be terminated upon thirty (30) days' notice.

IN WITNESS WHEREOF, the parties hereto caused this contract to be executed the day and year first here in above written.

Port of Port Angeles	Clallam County Economic Development Corporation
By: Karen Goschen Interim Executive Director	By: Bill Greenwood Executive Director
	By: Randy Johnson Chairman



Apendix A.

SCOPE OF WORK

AREAS OF FOCUS

- 1. Marine Trades
- 2. Natural Resources (Forestry, Fisheries, Agriculture)
- 3. Advanced Manufacturing
- 4. Tourism

<u>Strategic Objectives — Provide an update on each of your stated objectives (from Strategic Direction 2014 — 2018)</u>

- 1. No net loss of private sector jobs between 2010 and 2020 census
- 2. Employment (25 60) 93% employable citizens employed/looking (up from 91%)
- 3. Median wages of Consumer Price Index +4%
- 4. Median household income of Consumer Price Index +4%

Goals and Outcomes — Provide an update on each of your stated goals/outcomes (from Strategic Direction 2014 — 2018)

- 1. Support 15 companies to significantly expand or locate in Clallam County
- 2. Induce \$75 to \$100 million of investment in new facilities
- 3. Create over 500 new direct jobs
- 4. Ensure an ever-building pipeline of new projects

Additional Metrics — Provide an update on the following core metrics for your two most important program areas. When possible, include trends.

- Business Attraction and Marketing (provide brief descriptions/general details in addition to numbers)
 - Businesses attracted to region
 - o Number of jobs attracted to region
 - Total number and value of new development projects facilitated by EDC
 - New investment facilitated by EDC
 - o "Active" prospects in pipeline

CLALLAM COUNTY ECONOMIC DEVELOPMENT CORPORATION



- o Incentives awarded
- o Targeted marketing campaigns undertaken
- Business Retention and Expansion (provide brief descriptions/general details in addition to numbers)
 - o Number of businesses expanded due to EDC assistance
 - o Number of businesses retained due to EDC assistance
 - o Number/type of jobs retained due to EDC assistance
 - o Number of businesses assisted (type, value, etc.)
 - o Amount of financing provided to existing businesses because of EDC assistance

Additional Requirements – Provide concrete examples of efforts in each of the following areas:

- 1. Coordination with other Clallam County economic development partners
- 2. Collaboration and cooperation with permitting agencies
- 3. Regional economic development policy proposals



PERSONAL SERVICES AGREEMENT

PROJECT:

EDC Program and Services

CONSULTANT: Economic Development Council (EDC)

THIS AGREEMENT is made and entered into by and between the Port of Port Angeles (hereinafter referred to as the "Port") and Economic Development Council (EDC) (hereinafter referred to as the "Consultant") for the furnishing of consultant services for EDC program and services including the 2015 Action Plan.

The Port and Consultant mutually agree as follows:

SCOPE AND SCHEDULE OF WORK

Services:

- Provide economic development services that capitalizes on Clallam County assets and advantages in the area of marine trades, natural resources (forestry, fisheries), and advanced manufacturing.
- Support business retention and expansion, market the federal and state incentive programs, work with all partners in Clallam County.

Note: See Attachment A "EDC Action Plan Year 2015" for scope details.

List of Deliverables:

Reporting and Record Keeping

- Business Leads. The EDC will share business leads it receives with the Port that are
 potentially suitable for siting on Port properties. The Port will keep the EDC advised on
 particulars and availability of all Port properties.
- Written Reports. The EDC shall provide the Port with written reports quarterly, fully describing what work has been performed pursuant to this Agreement and its revenues and expenses for the quarter, and facts demonstrating how the EDC's efforts are accomplishing the goals of this Agreement
- Presentations. The EDC's president, when requested, shall appear before the Board of Commissioners to report on the EDC's activities and planned future activities pursuant to this agreement and to answer questions.
- Maintain Records. The EDC shall maintain accounts and records that accurately reflect the revenues and expenses for all services performed under this Agreement. The EDC shall follow Generally Accepted Accounting Principles for non-profit agencies in maintenance of its records.
- Audits. As requested by the Port, EDC will facilitate audits by the Port of EDC's finances.
 The EDC will provide all financial information requested by Port and comply with requirements of the Washington State Auditor for reporting, disbursements, and legal compliance.

COMPENSATION

This will be accomplished on a total fee and expense basis and will not exceed \$15.000.00, without prior written approval from the Port.

LENGTH OF AGREEMENT

The length of this agreement is from <u>January 1, 2015</u> through <u>December 31, 2015</u>.



RATE AND FEE SCHEDULE AND OUT-OF-POCKET EXPENSES

- The annual service fee of \$15,000.00 will be paid in equal installments either monthly or quarterly depending on the progress.
- Out-of-pocket and travel expenses are not reimbursable.
- Port shall not be responsible for payment of any fees and out-of-pocket expenses in excess of the not to exceed amount listed under the above "Compensation" section.

REPRESENTATIVES

The Port's Project Manager and Consultant's Representative for this Agreement are as specified. Alternate representatives may be appointed by either party with written notice to the other party.

Port's Project Manager:

John Calhoun, primary contact

Ken O'Hollaren, alternate, copied on all communications

P.O. Box 1350

Port Angeles, WA 98362 (360) 457-8527 main (360) 417-1138 direct keno@portofpa.com

Consultant's Representative: Bill Greenwood

905 West 9th Street Port Angeles, WA 98363 (360) 457-7793 main (360) 477-7793 cell bgreenwood@clallam.org

TERMS AND CONDITIONS

In consideration of the mutual covenants, obligations, and compensation to be paid by the Port to Consultant, it is agreed that:

1. Relationship of the Parties

Consultant, its subconsultants and employees, is an independent Contractor. Nothing contained herein shall be deemed to create a relationship of employer and employee or of principal and agent.

2. Conflicts of Interest

Consultant warrants that it has no direct or indirect economic interest which conflicts in any manner with its performance of the services required under this Agreement. Consultant warrants that it has not retained any person to solicit this Agreement and has not agreed to pay such person any compensation or other consideration contingent upon the execution of this Agreement.

3. Compliance with Laws

Consultant agrees to comply with all local, state, tribal and federal laws and regulations applicable to the services, including registration and taxes, permitting regulations and those regarding employee safety, the work place environment, and employment eligibility verifications as required by the Immigration and Naturalization Service. Consultant shall obtain all licenses and permits required to complete the scope of work as defined.

The Port shall furnish Consultant with the information required by the Hazard Communication standard for materials preexisting on the project site. Consultant will ensure that this information is made available to the Consultant's personnel and subconsultants, and incorporated into the contract documents as appropriate.

4. Suspension and Debarment

By signing this agreement, the Consultant verifies that it has not been suspended or debarred from working on federally funded projects

5. Records and other Tangibles



Until the expiration of six years after the term of this Agreement, Consultant agrees to maintain accurate records of all work done in providing services specified by the Agreement and following Consultant's receipt of final payment therefore to deliver such records to the Port upon termination of the Agreement or otherwise as requested by the Port.

6. Ownership of Work

The services to be performed by Consultant shall be deemed instruments of service for purposes of the copyright laws of the United States. The Port has ownership rights to the work products prepared by the Consultant in performing these services. Consultant shall not be responsible for changes made in the work products by anyone other than the Consultant. Consultant shall have free right to retain, copy and use any tangible materials or information produced but only for its own internal purposes. Use of documents or other materials prepared under this Agreement for promotional purposes shall require the Port's prior consent.

7. Disclosure

All information developed by the Consultant and all information made available to the Consultant by the Port, and all analyses or opinions reached by the Consultant shall be confidential and shall not be disclosed by the Consultant without the written consent of the Port except to the extent required by law or legal process.

8. Deliverables

Unless otherwise specified in the Scope of Work, Consultant shall provide draft deliverables to the Port for review prior to preparation of final deliverables. Delivery of materials produced shall consist both of the tangible materials and one copy of any computer file used in the creation of the tangible product in a PDF format or other format specified by the Port.

9. Compensation

As full compensation for the performance of its obligations of this Agreement and the services to be provided, the Port shall pay Consultant as specified in the Agreement. Compensation for vehicle usage will be paid at the current Internal Revenue Service allowable mileage reimbursement rate based on road mileage distance between Consultant's office and project location. Consultant's expenses will be reimbursed at cost. Hourly rates shall include all of Consultant's routine administration and overhead expenses, including all equipment, software, tools and supplies reasonably required to perform the scope of services. The Port will not separately reimburse Consultant for routine overhead expenses or administration including but not limited to:

- A. Computer hardware or software usage
- B. Digital camera or recording equipment
- C. Communications including phone, internet, fax, postage and courier
- D. Routine reproduction except for documents produced by outside vendor
- E. Small tools and expendables.
- F. Federal, state or local taxes
- G. Safety training and equipment
- H. Time devoted to Agreement negotiation, invoicing or dispute resolution.

10. Payment Schedule

Consultant shall submit detailed numbered invoices showing description of work items being invoiced, work order number, title of project, total authorized, total current invoice, balance of authorization, individual's names and titles, hours, hourly rate and all authorized expenses itemized, with backup, by the 10th of the month to be paid by the end of the current month, unless other terms are agreed to by the parties.

11. Costs and Disbursements

Consultant shall pay all costs and disbursements required for the performance of its services under this Agreement.

12. Indemnity

For all claims arising from the performance of the Consultant's professional services Consultant and its subconsultants agree to indemnify and hold harmless the Port of Port Angeles, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs, by reason of any and all claims



and demands on it, its officers and employees, to the extent arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services.

13. Insurance

Prior to commencement of services under this Agreement and if required below, Consultant shall procure and maintain one or more lines of insurance coverage to be kept in force for the life of this Agreement. If required, insurance shall be procured from insurance carriers with a current A.M. Best's rating of no less than "A VI". Consultant shall submit to the Port a Certificate of Insurance which shows that it has obtained the required coverage(s). Coverage shall not lapse or be terminated without written notification to the Port, delivered electronically or by mail, not less than thirty (30) days prior to any such lapse or termination. Consultant agrees to notify the Port of any material change of coverage or reduction in limits. Except for professional liability, the Port shall be named as an additional insured on all policies on ISO Form CG 20 10 Form B.

- Insurance coverage shall also include such worker's compensation and other similar insurance as may be required by law.
- If the Consultant maintains higher limits that the minimums required, the Port shall be entitled to coverage for the higher limits maintained by the Consultant.

This Agreement 🛛 Does 🔲 Does not require commercial general liability insurance. If neither box is checked, commercial general liability insurance is required. If required, the following will apply: Consultant shall procure and maintain during the life of this Agreement commercial general liability coverage on occurrence form CG0001 or equivalent with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate;
This Agreement 🖾 Does 🔲 Does not require automobile liability insurance. If neither box is checked, automobile liability insurance will be required. Consultant shall procure and maintain during the life of this Agreement automobile liability insurance covering owned, non-owned and hired vehicles of \$1,000,000 combined single limit per accident. Sole proprietors may provide coverage on a Personal Auto Policy in lieu of a Commercial Auto coverage form.
This Agreement Does Does not require Professional Liability insurance coverage. If neither box is checked, the Agreement does require this coverage. Consultant shall procure and maintain during the life of this Agreement professional liability insurance of \$1,000,000 per claim and in the aggregate. Insurance shall have a retroactive date before the date of commencement of services and shall remain in effect for the term of this Agreement plus three years.

14. Force Majure

Neither the Port nor the Consultant shall hold the other party responsible for damages or delay in performance caused by acts of god, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

15. Standard of Care

Consultant shall perform its work to conform to generally accepted professional standards. Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all deliverables prepared under this Agreement Consultant shall, without additional compensation, correct or revise any errors or omissions in such deliverables. The Port's approval of deliverables shall not relieve Consultant of responsibility for the adequacy or accuracy thereof. The Consultant shall remain liable for damages and costs incurred by the Port to the extent arising from the Consultant's errors, omissions or negligent performance of services furnished under this Agreement.

16. Competitive Specification

This Agreement \(\subseteq \text{ Does} \) Does not require development of plans or specifications. If required, the following paragraph shall apply:



Consultant shall provide for the maximum use of materials, equipment, construction methods and products that are readily available through competitive procurement, or through standard or proven production techniques.

Consultant shall not produce a design or specification which would be restrictive or written in a manner as to contain proprietary requirements other than those based on performance, unless such requirements are necessary to demonstrate a specific outcome or to provide for necessary interchangeability of parts and equipment. Consultant shall justify in writing the use of any sole source. Where brand names are identified, they shall be followed by the salient product performance characteristics and the words "or approved equal" so that comparable quality or utility may be determined.

17. Time

Time is of the essence in the performance by the Consultant of the services required by this Agreement. The Consultant shall complete its services within the milestones set forth in the project schedule. The Consultant shall also address issues which may result in completion beyond the established schedule or budget.

18. Assignability

Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any party without prior written consent of the Port.

19. Term of this Agreement

The effective dates of this Agreement are as specified. This Agreement may be terminated by the Port for cause when the Port deems continuation to be detrimental to its interests or for failure of the consultant to perform the services specified in the Agreement. The Port may terminate this Agreement at any time for government convenience in which case it shall provide notice to the Consultant and reimburse the Consultant for its costs and fees incurred prior to the notice of termination. The provisions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of performance or termination of this Agreement shall so survive. All indemnities provided in this Agreement shall survive the expiration or any earlier termination of this Agreement.

20. Disputes

If a dispute arises relating to this Agreement and cannot be settled through direct discussions, the parties agree to endeavor to settle the dispute through a mediation firm acceptable to both parties, the cost of which shall be divided equally. The Port reserves the right to join any dispute under this Agreement with any other claim in litigation or other dispute resolution forum, and the Consultant agrees to such joinder, so that all disputes related to the project may be consolidated and resolved in one forum. Venue for any litigation shall be the Clallam County Superior Court of the state of Washington and the prevailing party shall be entitled to recover its costs and reasonable attorney fees.

21. Extent of Agreement

This Agreement represents the entire and integrated understanding between the Port and Consultant and may be amended only by written instrument signed by both the Port and Consultant.

22. Order of Precedence

The provisions of this Agreement are complimentary and shall be interpreted to give effect to all of its provisions. Any inconsistency in this Agreement shall be resolved in the following order of precedence:

- A. Personal Services Agreement including Terms and Conditions, as modified by the latest amendment.
- B. Attachment A, Scope of Work, as modified by the latest amendment.
- C. Attachment B, Schedule of Fees, as modified by the latest amendment.
- D. Remaining attachments to the Personal Services Agreement:



AGREED

This agreement is expressly conditioned upon the Terms and Conditions and any Attachments attached and by reference incorporated herein. Consultant acknowledges reading this Agreement, understands it and agrees to be bound by its Terms and Conditions.

PORT OF PORT ANGELES	Clallam County Economic Development Council
By: Ken O'Hollaren	By: Bill Greenwood
Title: Executive Director Date: 7/28/15	Title: Executive Director Date: 07/24/15
	Tax ID if not a company (use separate form)

Exhibit A

2015 Personal Services Agreement



ECONOMIC DEVELOPMENT ACTION PLAN YEAR 2015

Areas of Focus

(Four areas of economic activity that can capitalize on our assets and advantages)

- Marine Trades,
- Natural Resources (Forestry, Fisheries, Agriculture),
- Advanced Manufacturing, and
- Tourism.

Desired Clallam County Economic Conditions in 2018

- Jobs: Annual net gain of private sector jobs between the 2014 and 2020 census
- Employment (ages of 25 to 60): 95% employable citizens will be either employed or looking for employment (up from the current 93%)
- Median wages: Consumer Price Index plus 4%
- Median household income: Consumer Price Index plus 4%

BUSINESS RETENTION & EXPANSION

- Support all business retention and expansion projects in Clallam County.
- Promote the utilization of the established Small Business Development Center (SBDC) administered by WSU at the Port of Port Angeles office building.
- Market the Federal and State incentive programs available to manufacturing and seed production businesses in Clallam County based upon the Economically Distressed Community Status.
- Work with all partners and local commercial real estate professionals to provide inventory information on properties for sale or for lease and have available for new and expanding businesses.
- Profile local businesses at the quarterly Economic Development Council Board meetings.
- Provide existing business assistance and coordinating with the SBDC, Port, City and Chamber Support "Buy Local" initiatives/import substitution when economically feasible.

BRE Goals & Outcomes

Goal #1 - Make at least 60 Business Retention visits in 2015 with companies in Clallam County.

Outcome - Complete a minimum of 60 BRE visits. Report back to our Public partners the number of business owners who appear to have taken advantage of the incentive plans or special low-cost financing currently available. Create from the BRE visit forms a report to the partners general information about the visits. Document a net gain in jobs at existing businesses.

Goal #2 - Continue to promote using advice from the Small Business Development Center (SBDC) now located in Port Angeles.

Exhibit A

2015 Personal Services Agreement

Outcome - Refer a minimum of 10 clients to the SBDC for advising.

Goal #3 - Continue to provide administration services to our SCORE counselors who will continue to advise entrepreneurs and potential start-ups in Clallam County.

Outcome – Schedule and support a minimum of 25 SCORE appointments.

BUSINESS RECRUITMENT, MARKETING & ADVERTISING

- Market Clallam County to potential businesses considering a move or an expansion
- Coordinate with the County's economic development partners to ensure maximum exposure of opportunities and marketing of our assets as efficiently as possible;
- Utilize Washington State Department of Commerce's business recruitment division to obtain business leads appropriate for Clallam County;
- Implement online marketing activities:

Business Recruitment, Marketing & Advertising Goals & Outcomes

- Goal #1 Respond to all logical new employer prospects for the County found on the regularly-updated "Hot List" from the Department of Commerce. Make suitable proposals, through engaging and coordinating with other County parties and partners. At the same time, independent of Commerce, aggressively pursue and conduct interviews with companies outside the County who appear to be logical prospects to move all or parts of their corporate operations to the County.
 - Outcome Have at least 15 outside companies considering a move to Clallam County by yearend and have 3 commit to locating here or demonstrate they are in the process of coming here resulting in no less than 50 jobs.
- Goal #2 Continue to support the attraction of a major air carrier to Fairchild Airport. The presence of an airline providing regular and connecting flights to SeaTac will be embraced both by the local populace and by companies considering relocation here.
 - Outcome A new carrier in place offering daily connecting flights to SeaTac from Fairchild.
- Goal #3 Pursue significant projects that will enhance good economic health for the County. We hope to influence major hospitality companies to consider a new destination hotel in the Port Angeles area built in conjunction with a conference center that would ensure usage throughout the entire year.

Outcome - A new first-class hotel project underway.

Exhibit A

2015 Personal Services Agreement

Goal #4 - Launch a CCEDC website page that offers a centralized source of solutions providing a complete toolset for potential new businesses including:

- Links to the SBDC site, Port BD site, Peninsula College Workforce Training Programs and the Entrepreneur Institute, City and County Permitting, Local Trade Organizations, Chambers, OPVB and local lenders.
- Videos to showcase county programs, assets and properties.
- Market unique and/or requested properties of available private and public properties on the CCEDC website;

Outcome – A launched CCEDC website page that offers a centralized source of solution providing a complete toolset for potential new businesses including at least 4 new videos, and at least 10 available properties.

ECONOMIC DEVELOPMENT ADVOCACY & COORDINATION

- Develop a proactive profile by communicating economic development efforts and economic development success stories and engage with the press when appropriate to market any success stories;
- Work with the county's Chambers of Commerce to advocate for the adoption of sound public policies that will lead to long-term sustainable economic development in our region;
- Participate in County and City's updates of their comprehensive plans. Make sure plans support proactive economic development policies;
- Participate in the NODC;
- At least once per year (or more as required by contract) provide handouts or speak at each of the Chambers, the City Councils, Local Tribal Councils, PUD, Port, NPBA and PABA meetings to market EDC successes and request mutual advocacy support and partnership;

Goal #1 - Effectively communicate on economic development efforts and business advocacy needs for Clallam County. Advocate private sector employers interests with public funding partners.

Outcome – Provide a year-end annual report with measurable results on communication, coordination and advocacy efforts.

Goal #2 - Jobs: Net gain of private sector jobs.

Outcome - Measure annually the net loss or gain of private sector jobs to ensure that the objective above is being met.

Goal #3 – To increase the number of citizens between the ages of 25-60 to either employed or looking for employment.

Outcome – Measure annually the number of citizens employed or looking for employment in Ciallam County.

Addendum to Agreement Between Clallam County Economic Development Corporation and Port of Port Angeles Dated March ___, 2016

This Addendum is attached to and incorporated as part of the Agreement between the Clallam County Economic Development Corporation (EDC) and the Port of Port Angeles (Port) dated March _____, 2016.

- 1. Public Process: Recognizing that public monies are being used to fund activities pursuant to this Agreement, the EDC shall be more transparent in its decision making process by allowing the Port to attend all board meetings or portions of meetings that are not confidential. The EDC shall provide no less than three weeks' lead time to allow for public process and scheduling items on the Port Commission's meeting agenda. The Port shall be consulted in all future EDC contracts that involve Port funds.
- Business Leads: The Department of Commerce provides business leads to the EDC. If
 Port assets will be utilized by a potential business, the EDC shall work cooperatively with
 the Port by communicating the business lead and potential activity. In cases where
 utmost confidentiality is needed, the EDC may develop a code name for the prospect.
- Port Property: Where Port property and assets are necessary for business recruitment
 or expansion the EDC will collaboratively involve the Port. The Port will be the lead on all
 business recruitment and expansion efforts that involve leasing Port property.
 Discussion on forming a welcoming committee or other outreach efforts in the
 community will involve Port staff.
- 4. Port Initiatives: The Port's Strategic Plan involves several key initiatives. The EDC will work collaboratively with the Port on these initiatives. If the EDC has concerns about any of the initiatives those concerns will be discussed directly with the Port until a resolution or joint statement is developed that is mutually acceptable. Some key initiatives include:
 - a. Marine Trades Industrial Park and other maritime commerce
 - b. Value added wood products (e.g., cross laminated timber) and timber advocacy efforts
 - c. Composite Recycling Technology Center
 - d. Commercial Air Service
 - e. Environmental cleanup projects and environmental compliance (e.g., stormwater)
- Joint Initiatives: The Port and EDC shall share insights about the challenges and opportunities in furthering economic development in Clallam County and shall jointly develop strategic initiatives.

- 6. EDC Representation: If the EDC's Executive Director is not available for an important meeting on one of the Port's initiatives, the EDC's Executive Director will inform Port management and both parties will agree on a mutually acceptable substitute.
- 7. Workforce training: The EDC shall convene and facilitate workforce training clusters for the following areas and include Port representation:
 - a. Marine Trades
 - b. Composites and advanced manufacturing
 - c. Forestry advanced wood products

Port of Port Angeles		Clallam County Economic Development Corporation	
By:	Date	By:	 Date
Karen Goschen Interim Executive Director	Date	Bill Greenwood Executive Director	Date
		By:	Date
		Randy Johnson Chairman	

Strategic Objectives

No net loss of private sector jobs between 2010 and 2020

Year	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Number Employed	25,790	25,190	25,025	24,162	24,429	24,717					
Average Unemployment Rate	11.0%	10.8%	10.4%	9.7%	8.7%	8.1%					

Employment (25-60) 93% employable citizens employed/looking (up from 91%)

			95%	91%	Employment Percentage
			24,717	24,429	Number Employed
			26,942	26,970	Population 25-60
2018	2017	2016	2015	2014	Year

Source: Beauro of Labor Statistic

Median Wages of Consumer Price Index +4%

	2000	שאטר	2000	2000	2000
rear	4107	CT07	QT07	707	2018
Median Wage					
CPI of Median Wage +4%					

Median Household Income of Consumer Price Index +4%

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Exhibit No. JLH-___ CX Docket TS-160479 Page 69 of 72

Goals & Outcomes

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Induce \$75 to \$100 Million of Investment in New Facilities

Company	Company Amount of Investment	Other Partners Associated with Investment
A		
В		
O		
D		
E		
4		

Create Over 500 New Direct Jobs

Company Number of Direct Jobs Created						
Company	A	В	3	Q	3	ш

Ensure an Ever-building Pipeline of New Projects

	3	Q	2	8	4	Project Description of Project	
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Business Attraction & Marketing

	2016	2017	2018	2019	2020	2021	2022
Businesses Attracted to							
Region							
Number of Jobs Attracted to							
Region							
Total Number and Value of							
New Development Project							
Facilitated by EDC							
New Investment Facilitated by							
EDC							
"Active" Prospects in the							
Pipeline							
Incentives Awarded							
Targeted Marketing				-			
Campaigns Undertaken							

Business Retention & Expansion

	2040	1000	0000	0.00	0000	1,000	
	7070	7107	7018	7019	0707	7071	7077
Number of Businesses							
Expanded Due to the EDC							
Number of Businesses							
Retained Due to the EDC							
Number/Type of Jobs							
Retained due to the EDC							
Number of Businesses							
Assisted (Type, Value, etc.)							
Amount of Financing Provided			-				
to Existing Businesses Due to							
EDC Assistance							

Exhibit No. JLH-____ CX Docket TS-160479 Page 72 of 72

Additional Requirements

Coordination with Other Clallam County Economic Development Partners

Collaborat	ion and Coo	Collaboration and Cooperation with Permitting Agencies
	Agency	Type of permitting issues discusses
Regional E	conomic De	Regional Economic Development Policy Proposals

Type of Policies Proposed