



Commission Meeting
Monday, March 24, 2025
5:30 PM

Percival Plaza - Olympics Room
626 Columbia Street NW
Olympia, WA 98501

The meeting agenda is available on the Port's website as of March 24, 2025.

<https://www.portolympia.com/commission>

The public may join the meeting from their computer, tablet or smartphone at:

<https://us02web.zoom.us/j/87174114590?pwd=QqJCvbSpg8bE7Y485MXBTsXSACzAeO.1>

or Telephone: 1 253 215 8782

Meeting ID: 871 7411 4590

Passcode: 594862

Written public comments may be submitted to commissioncoordinator@portolympia.com by 12:00 p.m. on the date of the meeting. All written comments will be compiled and sent to the Commissioners prior to the meeting.

Verbal public comment is accepted in person at the meeting.

If you are attending the meeting via Zoom, you may raise your hand during the meeting to give public comment.
For those listening by phone, press *9 if you wish to raise your hand and provide comment.

REVISED AGENDA

Revision: Removed Action Item:

Airport Capital Project Contract Award:

Runway 17-35 Pavement Rehabilitation and Electrical Improvements

- A. Call to Order
- B. Pledge of Allegiance
- C. Approval of Agenda
- D. Executive Director Report
- E. Public Comment
- F. This public comment period is the opportunity for public input on the agenda items on this evening's agenda, in addition to an opportunity for public comment on any other port business. Individual public comments are limited to 3 minutes per person.

NOTE: Guidelines for public comment can be found in the Commission Rules in Resolution 2025-03 Article VI.

- *Comments should be directed to Commission:* Comments should be directed to the Commission as a whole and should not include comments about individual Port staff or members of the public.

Port of Olympia Mission

Creating economic opportunities and building community for all of Thurston County through responsible resource use.

- Courtesy: All speakers (members of the public, Port staff, and Commissioners) shall be courteous in language and demeanor and shall confine remarks to those facts that are germane and relevant to the question or issue under discussion.

G. Consent Calendar

1. ILWU 47A Collective Bargaining Agreement – Approval of Side Letter of Agreement #1
2. Washington State Patrol Office Lease Renewal
3. Professional Services Contract Amendment Approval – Pioneer Tech

H. Pending Issues or Business

1. 2025 Port of Olympia Citizens Advisory Committee (POCAC) Briefing: Joel Hansen, Chair, POCAC

I. Action Calendar

1. None

J. Action/Other Calendar

1. None

K. Advisory Calendar

1. None

L. Commissioner Reports/Discussion

M. Other Business

N. Meeting Announcements

O. Adjourn

COVER MEMO

Briefing Date/Time: March 24, 2025

Staff Contact/Title: Warren Hendrickson, Director of Operations
360.528-8050, warrenh@portolympia.com

Subject: ILWU 47A Collective Bargaining Agreement – Approval of Side Letter of Agreement #1

Purpose: ☐ Information Only ☒ Decision Needed

Overview:

- Action requested: Approval via Consent Agenda

Background:

On October 28, 2024, the Port Commission approved a new collective bargaining agreement (CBA) between the Port of Olympia and Local 47A of the International Longshore and Warehouse Union (ILWU). This CBA is effective for the period July 1, 2024 through June 30, 2027.

Subsequent to Commission ratification, the Port and Local 47A identified two specific areas requiring additional provisions not otherwise addressed in the current CBA language:

1. The 2024-2027 CBA significantly amended the Port-ILWU 47A apprenticeship program when compared to the previous CBA. However, a transition between the two CBAs was not provided for and additional provisions are needed to ensure clarity and avoid misinterpretation of intent.
2. The current CBA does not provide a means for Local 47A members to continue operating and maintaining Port's Marine Terminal stormwater facilities and infrastructure during a labor action. A provision to ensure continuous Local 47A access to these Port facilities – without concern for any ongoing labor action – is needed.

Outcome:

Port leadership and Local 47A members collaboratively addressed both issues with the necessary additional provisions to the satisfaction of all parties. A joint

decision was made to memorialize these changes in Side Letter of Agreement #1, effectively and permanently amending the 2024-2027 CBA language.

Documents Attached:

- Port-ILWU 47A CBA Side Letter of Agreement #1 FINAL

Summary and Financial Impact:

- None

Affected Parties:

- Port of Olympia
- ILWU 47A

Staff Recommendation:

Commission approval of Side Letter of Agreement #1 to the ILWU 47A 2024-2027 CBA, as presented.

**COLLECTIVE BARGAINING AGREEMENT BETWEEN
PORT OF OLYMPIA (PORT)**



AND

**LOCAL 47A OF THE
INTERNATIONAL LONGSHORE AND WAREHOUSE
UNION (UNION)**



EFFECTIVE JULY 1, 2024

To

JUNE 30, 2027

Side Letter of Agreement #1

March 24, 2025

SIDE LETTER OF AGREEMENT #1

This Side Letter Agreement is made and entered into as of February 24, 2025 by and between the Port of Olympia ("Port") and Local 47A of the International Longshore and Warehouse Union ("Union").

WHEREAS, the Port and the Union entered into a Collective Bargaining Agreement ("Agreement") for the period July 1, 2024 to June 30, 2027; and

WHEREAS, the Port Commission ratified the Agreement at its regularly scheduled meeting on October 28, 2024; and

WHEREAS, the Port and the Union wish to amend the Agreement with this Side Letter of Agreement ("Side Letter") to specify an applicability provision for the Agreement's Apprenticeship Program, to clarify the wage advancement process for employees who elect not to enroll in the Apprenticeship Program, to further define how base wage rates are determined, and to add an Environmental Protection stipulation to ensure Port facilities are protected during any labor action;

NOW THEREFORE, the Parties agree as follows:

1. **Section IV** of the Agreement is deleted from its beginning through the end of Subsection A – Wages (no change to Section IV Subsections B through I) and replaced with the following:

Section IV – (A) Wage Ranges, (B) Wage Adjustments, (C) Overtime, (D) Minimum Call-Out Time, (E) Acting Foreperson, (F) Temporary Employees, (G) Health and Safety, (H) Facility Security Officer (FSO), (I) Layoff Provision.

The wages in Subsection A below are for fully qualified and experienced employees. A new employee's base wage rate is normally set at 70% of the posted hourly wage rate for the position. At the time of hire, the Marine Terminal Senior Manager and the Marine Terminal Maintenance Foreman will evaluate a new employee's experience and skill level. A new employee's skill set and experience may justify them being placed at a level higher than a base wage rate of 70%.

Once a base wage rate is set for a new employee, that base wage rate will increase 10% on the employee's anniversary date on an annual basis until the hourly wage rate for the respective fully qualified position is reached, including any Cost of Living or other wage adjustments that may be implemented per this Agreement. Employees who elect not to enroll in the Apprenticeship Program, as defined below, shall remain under this same annual step process, including any Cost of Living or other wage adjustments that may be implemented per this Agreement.

Employees hired after July 1, 2012, and who have completed their one-year probationary period on or before June 30, 2024, may request to be in the Apprenticeship Program. If

approved, the employee shall fall under the guidelines of a four-step wage increase process. Upon entry into the Program, the employee's wage will be set at 70% of the then current Journeyman Facilities Maintenance/Mechanic Assistant position. Upon each anniversary of entering the Program, the employee's wage will increase annually in turn to 80%, then 90%, and finally 100% respectively each year, until attaining the then current wage rate of the Journeyman Facilities Maintenance/Mechanic Assistant position.

Employees hired after July 1, 2024, who have completed their one-year probationary period, may request to be in the Apprenticeship Program under newly defined criteria effective. To complete the Apprenticeship Program, such an employee must complete 8,000 hours of technical training and testing.

Once the post-July 1, 2024 employee completes the first 2,000 of the Apprenticeship Program, the hourly wage rate will be set at 70% of the then current wage rate for the applicable Journeyman position being trained for, i.e., Journeyman Electrician or the relevant Journeyman Mechanic position. Subsequently, with every additional 2,000 hours of completed coursework, the hourly wage rate shall increase by 10% until the individual reaches 100% of the applicable Journeyman wage, subject also at each step to the individual achieving a satisfactory appraisal from both the Marine Terminal Maintenance Foreman and the Marine Terminal Senior Manager.

A. Wages

Effective from July 1, 2024, the following wage rates per hour shall apply:

<u>Position</u>	<u>Wage</u>
Marine Terminal Maintenance Foreman	\$64.33
Marine Terminal Maintenance Acting Foreman (<i>10% over current pay</i>)	\$61.40
Marine Terminal Lead Maintenance/Industrial Electrician	\$55.82
Marine Terminal Lead Maintenance Equipment Mechanic	\$55.82
Marine Terminal Lead Facilities Maintenance/Mechanic Assistant	\$55.82
Marine Terminal Journeyman Maintenance Mechanic	\$52.60
MT Journeyman Facilities Maintenance/Mechanic Assistant	\$52.60
Marine Terminal Facilities Maintenance Technician	\$36.82

The entry level Marine Terminal Facilities Maintenance Technician position wage is established at 70% of the wage rate for the Marine Terminal Journeyman Facilities Maintenance/Mechanic Assistant and Marine Terminal Journeyman Maintenance Mechanic positions. New positions can be added to the table above by joint agreement on a wage scale agreed to at that time. The Port will collaborate with the Marine Terminal Senior Manager to fill the vacant Marine Terminal Lead Maintenance/Industrial Electrician position during the life of this contract.

2. **New Section XXV** added as follows:

Section XXV – Stormwater Facilities and Infrastructure Access Rights

The Port and the Union acknowledge the environmentally sensitive nature and critical importance of the Marine Terminal's stormwater facilities and infrastructure being maintained in a fully functioning state to prevent any possibility of regulatory non-compliance. For the purposes of such environmental protection therefore, the Union shall have the right of access and the right to respond under any and all circumstances to any maintenance or emergency condition required by the Marine Terminal stormwater facilities or infrastructure, including protection from the crossing of any picket line associated with an ongoing job action.

3. **Former Section XXV** of the Agreement is renumbered to **Section XXVI** and revised as follows:

Section XXVI

A signed copy of the contract shall be given to each employee affected by it within 60 days of the contract agreement.

4. **Full Force and Effect.** The rest and remainder of the Agreement thereto shall remain in full force and effect and is affirmed and ratified by the signature of the parties.
5. A signed copy of this Side Letter shall be provided to each ILWU 47A employee within 60 days of its ratification by the Port Commission.

The parties hereto agree to the foregoing this 24th day of March 2025.

Executed and duplicated by:

FOR THE UNION

President, ILWU Local 47A

President, ILWU Local 47

FOR THE COMMISSION

Jasmine Vasavada, President

Maggie Sanders, Vice President

Sarah Montano, Secretary

FOR THE PORT OF OLYMPIA

Alex Smith, Executive Director

COVER MEMO

Briefing Date/Time: March 24, 2025

Staff Contact/Title: Jessie Bensley, Property Manager
360.528.8071, Jessieb@portolympia.com)

Subject: Washington State Patrol Office Lease Renewal

Purpose: ☐ Information Only ☒ Decision Needed

CONSENT ITEM

Background:

In 2012 the Port and Washington State Patrol entered into a new lease agreement. The fully serviced office space is located at 222 Tumwater Blvd SW at Cleanwater Centre. In 2016 the term was extended April 1, 2016 through March 31, 2021. In 2021 the term was extended April 1, 2021 through March 31, 2024. In 2024 the lease was extended April 1, 2024 through March 31, 2025.

The tenant would like to extend the lease for an additional three-year term effective April 1, 2025 – March 31, 2028. The initial rate increase is 4% with an annual increase of 3% through the term.

Documents Attached:

Copy of Lease
Exhibit A – Leased Premises

Summary and Financial Impact:

April 1, 2025 – March 31, 2026	\$8,688.00/Month
April 1, 2026 – March 31, 2027	\$8,948.00/Month
April 1, 2027 – March 31, 2028	\$9,217.10/Month

As a public entity the tenant is exempt from lease surety and Washington State Leasehold Tax.

Staff Recommendation:

Approve the new lease term as presented on the consent calendar.

AFTER RECORDING RETURN TO:

Department of Enterprise Services
Real Estate Services
P. O. Box 41468
Olympia, Washington 98504-1468

Lease No. SRL 25-0016
Project No. 22-03-079

(Tumwater) JPH/ams
Page 1 of 10
Date: February 24, 2025

LEASE

THIS LEASE is made and entered into between Port of Olympia, a municipal corporation whose address is 606 Columbia Street Northwest, Olympia, Washington 98501, for its heirs, executors, administrators, successors, and assigns, hereinafter called the Lessor, and the STATE OF WASHINGTON, Washington State Patrol, acting through the Department of Enterprise Services, hereinafter called the Lessee.

WHEREAS, the Department of Enterprise Services is granted authority to lease property under RCW 43.82.010;

WHEREAS, the Lessor and Lessee deem it to be in the best public interest to enter into this Lease;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

LEASED PREMISES

1. The Lessor hereby leases to the Lessee the following described premises:

Tax Parcel Number: 82701600200

Common Street Address: 222 Tumwater Boulevard Southwest, Building 16, Tumwater, Washington 98501

Approximately 6,000 square feet of office space located at 222 Tumwater Boulevard S.W., Building 16, Industrial Park, Tumwater, together with twenty-one (21) on-site parking stalls, with seventeen (17) stalls located on the adjacent south side and four (4) stalls located on the adjacent east side, all located on approximately 2.511 acres situated on the South half of that part of the Southeast quarter of Section 3, and of the Northeast quarter of the Northeast quarter of Section 10, Township 17 North, Range 2 West, W.M., Thurston County, Washington.

Beginning at the southeast corner of said Section 3, thence North 2°08'03" East along the east line of said Section 3 a distance of 478.85 feet; thence North 88°10'27" West 52.00 feet TO THE TRUE POINT OF BEGINNING; thence continue North 88°10'27" West 521.00 feet; thence South 2°08'03" West 329.00 feet; thence South 88°10'27" /east 211.67 feet; thence South 37°26'39" East 294.22 feet; thence North 52°33'21" East 252.75 feet thence along a curve to the left having a radius

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of 60.00 feet a distance of 87.65 feet; thence along a curve to the right having a radius of 517.46 feet, a distance of 300.56 feet; thence North 2°08'03" East 33.28 feet TO THE TRUE POINT OF BEGINNING; an area containing 5.314 acres in Thurston County.

USE

2. The premises shall be used by the Washington State Patrol and/or other state agencies for the following purpose(s): office space. Office use includes associated office activities, such as trainings, conferences, retreats, open public meetings, health and wellness activities, and office related parties and social events.

TERM

3. TO HAVE AND TO HOLD the premises with their appurtenances for the term beginning April 1, 2025 and ending March 31, 2028.

RENTAL RATE

4. The Lessee shall pay rent to the Lessor for the premises at the following rate:

April 1, 2025 to March 31, 2026

Eight Thousand Six Hundred Eighty-eight Dollars and Zero Cents

\$8,688.00 per month

April 1, 2026 to March 31, 2027

Eight Thousand Nine Hundred Forty-eight Dollars and Sixty-four Cents

\$8,948.64 per month

April 1, 2027 to March 31, 2028

Nine Thousand Two Hundred Seventeen Dollars and Ten Cents

\$9,217.10 per month

Payment shall be made at the end of each month upon submission of properly executed vouchers.

4.1. The Lessee shall not be required to pay the rental rate referenced in Section 4 above until all of the work requested by Lessee in Additional Lease Provisions Section(s) 21 has been completed by Lessor. Until all such work is completed and approved by Lessee, the rate of \$7,585.00 per month, as required under SRL 21-0030 shall be paid. There will be no reimbursement to Lessor of the difference in rent for the period of time the lease rate was reduced.

INCENTIVES

5. [Intentionally deleted]

EXPENSES

6. During the term of this Lease, Lessor shall pay all real estate taxes, all property assessments, insurance, exterior window washing, landscape and irrigation water, and maintenance and repair as described below, together with stormwater, water, exterior bulbs and tubes, and sewer.

6.1. Lessee shall pay for only garbage collection, recycling, natural gas, electricity, interior window washing, interior bulbs and tubes, janitorial services and janitorial supplies.

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MAINTENANCE AND REPAIR

7. The Lessor shall maintain the premises in good repair and tenantable condition during the continuance of this Lease, except in case of damage arising from the negligence of the Lessee's agents or employees. For the purposes of maintaining and repairing the premises, the Lessor reserves the right at reasonable times upon reasonable notice to enter and inspect the premises and to make any necessary repairs to the building. Lessor's maintenance and repair obligations shall include, but not be limited to, the mechanical, electrical, interior lighting (including replacement of ballasts, starters, fluorescent tubes, light bulbs, LED fixtures and lighting elements, as required), plumbing, heating, ventilating and air-conditioning systems (including replacement of filters as recommended in equipment service manual); floor coverings; window coverings; elevators (including communications systems); inside and outside walls (including windows and entrance and exit doors); all structural portions of the building (including the roof and the watertight integrity of same); porches, stairways; sidewalks; exterior lighting; parking lot (including snow removal, cleaning and restriping as required); wheel bumpers; drainage; landscaping and continuous satisfaction of all governmental requirements generally applicable to similar office buildings in the area (example: fire, building, energy codes, indoor air quality and requirements to provide architecturally barrier-free premises for persons with disabilities, etc.).

7.1. Lessor shall as part of maintenance provide de-icing and snow and debris removal service. At a minimum, Lessor shall treat or remove, before normal business hours and at other times as soon as practical thereafter, debris, snow and/or ice from the parking lot and all sidewalks and entrances. Without prior notice, Lessor shall apply de-icer and/or sand as necessary to any sidewalks and entrances to avoid unsafe conditions; snow removal in parking lots to take place when an excess of 2 inches of snow occurs; provided, any icy or dangerous conditions must be addressed. This provision does not create any third parties beneficiary rights, including but not limited to rights in any member of the public or state employees, to enforce this provision, rely upon it, or to reference it in any legal action.

ASSIGNMENT/SUBLEASE

8. Except for sublet for use by other State agencies per the "USE" section herein, the Lessee may not assign this Lease or sublet the premises without the prior written consent of the Lessor, which consent shall not be unreasonably withheld or delayed. Lessor shall respond to approve or disapprove a request for consent within thirty (30) days of receipt of the request. If such response is not received within thirty days, it will be considered approved and Lessee will proceed with sublease. Lessee shall not permit the use of the premises by anyone other than the Lessee, such assignee or sublessee, and the employees, agents and servants of the Lessee, assignee, or sublessee.

RENEWAL/CANCELLATION

9. It is provided, however, that there is expressly reserved to the Lessee the right and option to terminate this Lease and to relinquish and give up said premises by giving written notice to the Lessor at least one hundred eighty (180) days prior to the effective date of such termination, in which event rent shall be prorated to the date of termination.

PAYMENT

10. Any and all payments provided for herein when made to the Lessor by the Lessee shall release the Lessee from any obligation therefor to any other party or assignee.

COMPLIANCE WITH STATE/FEDERAL LAWS

11. Lessor is responsible for complying with all applicable provisions of the Americans With Disabilities Act of 1990, and all amendments and regulations thereto and the Washington State Law Against Discrimination, Chapter 49.60 RCW, as well as the regulations adopted thereunder, with respect to the Leased Premises.

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FIXTURES

12. The Lessee, upon the written authorization of the Department of Enterprise Services, shall have the right during the existence of this Lease with the written permission of the Lessor (such permission shall not be unreasonably withheld), to make alterations, attach fixtures, and erect additions, structures or signs, in or upon the premises hereby leased. Such alterations, fixtures, additions, structures and signs shall be authorized only by the Department of Enterprise Services. Performance of any of the rights authorized above shall be conducted in compliance with all applicable governmental regulations, building codes, including obtaining any necessary permits. Any fixtures, additions, or structures so placed in or upon or attached to the premises shall be and remain the property of the Lessee and may be removed therefrom by the Lessee upon the termination of this Lease. Any damage caused by Lessee's removal of any of the above items shall be repaired by the Lessee. Any improvements that the Lessee does not remove within 30 days after the termination of the Lease shall become the property of the Lessor, and the Lessee shall have no responsibility to remove them, pay for removal, or repair any damage caused by their removal by another. This provision shall survive termination of the Lease.

REMODEL

13. [Intentionally deleted]

ALTERATIONS/IMPROVEMENTS

14. In the event the Lessee requires alterations/improvements during the term of this Lease, any renewals and/or modifications thereof, the Lessor shall have the right to provide such services. If required by state law, the Lessor shall pay prevailing rate of wage to all workers, laborers or mechanics employed to perform such work as well as comply with the rules and regulations of the Department of Labor & Industries. If the Lessee considers Lessor's proposed costs for alterations/ improvements excessive, Lessee shall have the right, but not the obligation, to request and receive at least two independent bids; and the Lessee shall have the right at its option to select one alternative contractor whom the Lessor shall allow to provide such services for the Lessee in compliance with the Lessor's building standards and operation procedures.

PREVAILING WAGE

15. Lessor agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this Lease when required by state law to do so, and to comply with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Lease will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this Lease as though fully set forth herein.

DISASTER

16. In the event the leased premises are destroyed or injured by fire, earthquake or other casualty so as to render the premises unfit for occupancy, and the Lessor(s) neglects and/or refuses to restore said premises to their former condition, then the Lessee may terminate this Lease and shall be reimbursed for any unearned rent that has been paid. In the event said premises are partially destroyed by any of the aforesaid means, the rent herein agreed to be paid shall be abated from the time of occurrence of such destruction or injury until the premises are again restored to their former condition, and any rent paid by the Lessee during the period of abatement shall be credited upon the next installment(s) of rent to be paid. It is understood that the terms "abated" and "abatement" mean a pro rata reduction of area unsuitable for occupancy due to casualty loss in relation to the total rented area.

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NO GUARANTEES

17. It is understood that no guarantees, express or implied, representations, promises or statements have been made by the Lessee unless endorsed herein in writing. And it is further understood that this Lease shall not be valid and binding upon the State of Washington, unless same has been approved by the Director of the Department of Enterprise Services of the State of Washington or his or her designee and approved as to form by the Office of the Attorney General. Any amendment or modification of this Lease must be in writing and signed by both parties.

ENERGY CONSERVATION

18. Lessor has conducted an energy walk-through survey of the leased premises using the DES walk-through survey form. The survey is for the purpose of identifying improvements to maintenance and operating conditions and procedures that would conserve energy. The Lessor shall provide DES with a copy of the completed walk-through form and as soon as practicable thereafter, implement identified improvements to energy conservation maintenance and operating procedures.

REIMBURSEMENT FOR DAMAGE TO PREMISES

19. The Lessee hereby agrees to reimburse the Lessor for damages caused by the negligence of its employees and agents, but in no event shall this section be construed as diminishing the Lessor's duty to make repairs as set forth in preceding sections of this Lease, or as making Lessee responsible for the repair of normal wear and tear.

HAZARDOUS SUBSTANCES

20. Lessor warrants to his/her knowledge that no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept on the premises hereby leased which if found on the property would subject the owner or user to any damages, penalty, or liability under any applicable local, state or federal law or regulation.

Lessor shall indemnify and hold harmless the Lessee with respect to any and all damages, costs, attorneys' fees, and penalties arising from the presence of any hazardous or toxic substances on the premises, except for such substances as may be placed on the premises by the Lessee.

ADDITIONAL LEASE PROVISIONS

21. It is agreed that the Lessor shall, at Lessor's sole cost and expense, on or before April 1, 2025, complete in a good and workmanlike manner, in accordance with state Leased Space Requirements, Edition 1.0 and addenda, if any, attached hereto and incorporated herein by reference as Exhibit "A", the following items:

NOTE: Where work may disrupt and/or negatively impact Lessee's staff and their work, please contact Lessee at least sixty (60) days prior to anticipated start date in order to minimize disruptions.

SITE:

- a. **Lighting:** (26 50 00 – 1.5 Parking Areas & Pedestrian Pathways) Verify that at least the minimum illumination is maintained for all parking areas and pedestrian pathways throughout the site and that lights are illuminated during hours of darkness and off during daylight hours. (Section 26 50 00)

INTERIOR:

- b. **Fire Extinguishers:** Hire licensed vendor to inspect and recertify all extinguishers.
- c. **Electrical:** Replace non-resetting GFI at kitchenette. (Section 26 00 00)

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CANCELLATION/SUPERSESION

22. This Lease cancels, supersedes, or replaces SRL 21-0030 dated March 8, 2021, and all modifications thereto effective April 1, 2025.

DUTY TO CURE

23. Upon receiving notice of a condition requiring a cure, the party obligated to effect the cure shall initiate and complete cure or repair of such condition within a reasonable time. A condition requiring cure includes, without limitation: (1) a condition for which the Lease requires either party to undertake repair/ replacement and/or other maintenance of the Premises, (2) a condition where either has failed to maintain a service or utility account in good standing as required by the Lease, and (3) any other condition resulting from a party's failure to carry out any obligation under the Lease, including without limitation obligations for rent, charges, improvements, alterations, and/or deferred maintenance, and remediation of damages for which a party is responsible under the Lease. Premises include all fixtures and equipment provided within the Premises by the Lessor.

The term "reasonable time" as used within this section of the Lease shall mean as soon as reasonably possible but no longer than thirty (30) days, unless either (1) an emergency condition exists requiring an immediate cure to promptly begin without delay, usually within hours and to be complete within 24 hours to the extent reasonably possible in light of the nature of the condition and circumstances, or (2) a non-emergency condition exists that is not reasonably possible to cure within 30 days with due diligence and the breaching party provides the level of cure or preparation for cure that is reasonably possible to do with due diligence within 30 days.

If an emergency or non-emergency condition exists that is not reasonably possible to completely cure within 24 hours or 30 days, respectively, the party obligated to cure shall so notify the other party within 24 hours or 30 days, respectively. Such notice shall explain why the cure is not reasonably possible with due diligence to complete within 24 hours (if an emergency) or 30 days (if a non-emergency) and provide the earliest date that the work can be completed as soon as reasonably possible. It is not a justifiable ground for delay that the party obligated to effect the cure does not have available funding to accomplish the cure or that a preferred contractor has limited availability if other contractors can satisfactorily perform the work sooner at reasonable cost.

The term "emergency condition" shall mean a condition requiring a cure that (i) prevents or substantially disrupts the Lessee from using all or a substantial part of the premises, or (ii) causes or substantially threatens to cause injury to persons or damage to property or raises a substantial danger to the health or safety of any persons on or using the premises.

Notice under the Duty to Cure and Self Help sections may be by the means allowed in the Notice section, but in addition includes actual notice/awareness that Lessor or Lessee has of a condition independent of any such notice. In addition to the above, when an emergency condition exists, notice may be in-person, oral, email, telephone, or through other means that places the information before the Lessor or Lessee of which he or she would reasonably be expected to learn or notice.

SELF HELP

24. If the party obligated to effect the cure does not cure within the time required by this Lease, the other party may cure all or part of the default after providing notice to the party obligated to effect the cure of its intent to perform such cure, and, if applicable, recover the costs incurred in curing the default. If the nonbreaching party is the Lessee, the Lessee may deduct all reasonable costs incurred from rent or other charges owed to Lessor. If the nonbreaching party is the Lessor, Lessor will submit properly executed vouchers and proof of payment to Lessee and Lessee shall remit payment to Lessor within thirty (30) days or as soon as is practicable. A party's costs incurred to cure include, but are not limited to, all reasonable out-of-pocket expenses, payment of unpaid utility or services charges for which the other party is

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responsible, and all administrative costs the non-breaching party reasonably incurs and documents in performing or arranging for performance of the cure.

The nonbreaching party is under no obligation to cure some or all of the default of the breaching party. To the extent that the nonbreaching party does not cure the default, the nonbreaching party may pursue its legal and contractual remedies against the breaching party. The nonbreaching party's failure to cure the breaching party's default does not waive the nonbreaching party's rights to relief. Nothing herein removes or lessens either party's obligation to mitigate damages.

If the Lessee elects to cure using self-help in part or whole, the Lessor shall defend, save, and hold harmless the Lessee, its authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever arising out of or in connection with such cure, except where RCW 4.24.115 is applicable and injuries and/or damages are caused by the sole negligence of the Lessee, its agents, or employees. If RCW 4.24.115 is applicable and liability for damages arises out of bodily injury to persons or damages to property and is caused by or results from the concurrent negligence of the Lessee, its agents, or employees, Lessor's liability, including the duty and cost to defend, hereunder shall apply only to the extent of the negligence of Lessor, its agents, or employees.

DEFAULT LEADING TO TERMINATION

25. If either party fails to initiate and complete cure of a condition requiring cure within a reasonable time after receiving notice of such condition, the nonbreaching party may initiate a default leading to termination of the Lease by providing written notice to the breaching party of the continuing breach. If the breaching party does not complete the cure of the breach within 60 days after receiving such written notice initiating default leading to termination, the nonbreaching party may at such time, or at a later date if the cure has still not been completed, declare a termination by default by so notifying the breaching party. Cure of a condition after a valid notice of termination by default is provided, but before termination, shall void a valid notice of termination of the Lease.

If a termination by default is declared or a court so orders, the date of termination shall be determined based on the earliest reasonable date that the Lessee may move and relocate from premises or as agreed by the parties. The determination shall be made in light of available funding for the move, the date at which suitable replacement premises can be fully available, and the time reasonably needed to plan and complete the move.

CONDEMNATION

26. If any of the premises or the Building, as may be required for the reasonable use of the premises, are taken by eminent domain, this Lease shall automatically terminate as of the date Lessee is required to vacate the premises and all rentals shall be paid to that date. In case of a taking of a part of the premises, or a portion of the Building not required for the reasonable use of the premises, at Lessee's determination, then the Lease shall continue in full force and effect and the rental shall be equitably reduced based on the proportion by which the floor area of the premises is reduced, such rent reduction to be effective as of the date possession of such portion is delivered to the condemning authority. Lessor reserves all rights to damages and awards in connection therewith, except Lessee shall have the right to claim from the condemning authority the value of its leasehold interest and any relocation benefits.

MONTH TO MONTH TENANCY

27. If Lessee remains in possession of the premises after the expiration or termination of the Lease term, or any extension thereof, such possession by Lessee shall be deemed to be a month-to-month tenancy, terminable as provided by law. During such month-to-month tenancy, Lessee shall pay all rent provided in this Lease or such other rent as the parties mutually agree in writing and all provisions of this Lease shall apply to the month-to-month tenancy, except those pertaining to term and option to extend.

Please Initial

JPH _____

SUBORDINATION

28. So long as Lessor has fully performed under the terms of this Lease, Lessee agrees to execute, within ten (10) days of written request by Lessor, the state's standard Tenant Estoppel and Subordination Agreements which have been approved as to form by the Office of the Attorney General. A \$400.00 processing fee will be assessed for processing these documents.

CAPTIONS

29. The captions and section headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any section.

INTEGRATED DOCUMENT

30. This Lease and the exhibits hereto constitute the entire agreement between the parties with respect to the lease of Premises and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

NOTICES

31. Wherever in this Lease written notices are to be given or made, except for alternative means of notice provided for the Duty to Cure and Self Help sections, the notices shall be sent by certified mail to the address listed below unless a different address shall be designated in writing and delivered to the other party.

LESSOR: Port of Olympia
606 Columbia Street Northwest, Suite 300
Olympia, Washington 98501

LESSEE: Department of Enterprise Services
Real Estate Services
1500 Jefferson Street S.E., 2nd Floor
Post Office Box 41468
Olympia, Washington 98504-1468

SRL 25-0016

EXHIBITS

32. The following exhibits described herein and attached hereto, are fully incorporated into this Lease by this reference:

a) Exhibit A: The Leased Space Requirements

Rest of page left intentionally blank

Please Initial

JPH _____

IN WITNESS WHEREOF, the parties subscribe their names.

Port of Olympia

STATE OF WASHINGTON

By: _____

Printed Name: _____

Title: _____

Date: _____

Washington State Patrol

Acting through the Department
of Enterprise Services

Richard J. Bushnell, Assistant Director
Real Estate Services

Date: _____

RECOMMENDED FOR APPROVAL:

James Hickman
Jim Hickman, Property and Acquisition Specialist
Real Estate Services

Date: 03-10-2025

APPROVED AS TO FORM:

By: _____
Assistant Attorney General

Date: _____

Please Initial

JPH

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 20____ before me personally appeared _____ and said person(s) acknowledged that _____ signed this instrument, and on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Thurston)

I, the undersigned, a Notary Public, do hereby certify that on this _____ day of _____, 20____, personally appeared before me RICHARD J. BUSHNELL, Assistant Director, Real Estate Services, Department of Enterprise Services, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that he was duly authorized to execute said document .

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____

Please Initial

RPB / _____

EXHIBIT A
Leased Premises
222 Tumwater Blvd SE



COVER MEMO

Briefing Date/Time: March 24, 2025

Staff Contact/Title: James Sommer, Capital Assets Program Manager,
360.528.8005, JamesS@PortOlympia.com

Subject: Professional Services Contract Amendment Approval –
Pioneer Tech

Purpose: ☐ Information Only ☒ Decision Needed

Overview:

- This item is on the Consent agenda.
- Action is requested from the commission tonight.

Background:

This presentation addresses one of our competitively solicited on-call Professional Services contracts. In March of 2022, the Port of Olympia released a Request for Qualifications (RFQ) for our On Call Professional Services pool. The solicitation requested interested eligible firms submit their qualifications for the following services.

- Community, Economic, Land Use and Environmental Planning
- Engineering
- Surveying
- Architecture
- Landscape Architecture
- Project and/or Construction Management
- Archeological / Cultural Resources
- Arboricultural Services

The Pioneer Tech contract (2022-1019) for on call Professional services was executed under Executive Director authority on April 11, 2022, after the competitively solicited request for qualifications was performed. Pioneer Tech was selected for a contract under “Community, Economic, Land Use and

Environmental Planning”, “Engineering” and “Project and/or Construction Management”.

- The current term of the contract is through March 31, 2026, with a not to exceed amount of \$99,999.00.
- Under this contract there have been 6 task orders issued with a total of \$66,584.19 spent as of March 17, 2025.
- There is \$33,414.81 remaining for the contract, of which \$28,074.06 are committed to open task orders. This leaves approximately \$5,340.75 available for new scopes of work.

Documents Attached:

- Pioneer Tech Statement of Qualifications

Summary and Financial Impact:

The Port is requesting the commission to authorize the Executive Director to sign a contract amendment with one of our on-call Professional Services consultants.

- The amendment is with Pioneer Tech to continue providing on-call professional services, adding \$200,001.00 to the contract authority for a new total not to exceed amount of \$300,000.00.

Affected Parties:

Port staff and tenants.

Options with Pros and Cons:

This amendment provides Professional Services support as needs arise throughout the year on various projects and tasks. By not amending this contract to add spending authority, the Port would be limited in their ability to perform tasks that require services as outlined above.

Staff Recommendation:

Approval of amendment for the Professional Services contract of Pioneer Tech (Contract #2022-1019) via the Consent Agenda.

March 4, 2022

Christopher Martinez, Contract and Grant Administrator
Port of Olympia
606 Columbia St. NW, Suite 300
Olympia, WA 98501

Dear Mr. Martinez,

I am submitting this Statement of Qualifications (SOQ) for the Port of Olympia's On-Call Professional Services Pool (Request for Qualifications [RFQ] – No. 2022-1000) on behalf of PIONEER Technologies Corporation (PIONEER). We are excited about the opportunity to continue working with the Port of Olympia on the following three subject areas:

- A: Community, Economic, Land Use and Environmental Planning;
- B: Engineering; and
- F: Project and/or Construction Management.

PIONEER is a small business located in Lacey, Washington. We have been providing clients with strategic and risk-based environmental and technological solutions since 1993. We are particularly interested and invested in working on projects in our community. As a local business that has consulted on past Port of Olympia projects, we are familiar with the properties and will be able to respond quickly to project needs. Additionally, our project managers are adept at collaborating with customers, regulators, and stakeholders to achieve project and customers' goals. Our team is made up of experts with a range of complementary disciplines including, but not limited to the following.

- | | |
|---|-----------------------------------|
| ▪ Environmental, Civil, Chemical, Geological Engineering | ▪ Toxicology |
| ▪ Geology | ▪ Epidemiology |
| ▪ Hydrogeology | ▪ Chemistry |
| ▪ Grant Writing and Administration | ▪ Occupational Safety |
| ▪ Brownfield Remediation and Redevelopment | ▪ Statistics |
| ▪ Land Use and Environmental Regulatory Permitting and Compliance | ▪ Hazardous Waste Management |
| ▪ Geographic Information Systems (GIS) | ▪ Marketing |
| ▪ Project Management | ▪ Research |
| ▪ Biology | ▪ Business Administration |
| | ▪ Software Design and Development |

Thank you for considering PIONEER. We appreciate the opportunity to earn your business. If you have any questions or would like additional information, please don't hesitate to call me at 360.570.1700 extension 103 or contact me via email at waldronc@uspioneer.com.

Sincerely,



Chris Waldron, P.E.
Principal

Subject Area A: Community, Economic, Land Use and Environmental Planning

Our team has successfully planned environmental programs for more than 25 years, and for the Port of Olympia for the past 13 years. For the East Bay Redevelopment Site, we developed strategic environmental approaches to support the Port of Olympia's development goals to enhance Olympia's waterfront. We have worked on large- and small-scale environmental projects and have developed strategic long-term solutions which considered current and future land use, permitting and compliance requirements, and a comprehensive understanding of regulatory rules. We have analyzed and proposed institutional controls and authored land use covenants.

"GREAT WORK! Thank you for your thoughtful effort you've invested to arrive at the outcomes below...awesome."

*~ Rachael Jamison; former Port of Olympia
Director of Environmental Programs*

"The Port Commission approved the settlement with IP last night so I just wanted to send a note of appreciation for your fine efforts in the mediation. I do not believe would have been possible at all without your valuable contribution."

*~ Bill Hengemihle (3rd party mediator);
Senior Managing Director at FTI Consulting*

To support environmental programs, PIONEER uses innovative software tools and GIS for data analysis and visualization, and to streamline documentation and automation. Our GIS experts developed a GIS tool to communicate institutional control requirements with regulators as well as an interactive tablet application that included site layers, data, site information, and photographs to facilitate real-time decision-making in the field.

We have been very successful at acquiring grant money to help communities. We have helped acquire and manage over \$2.5 million in USEPA brownfield assessment grants to assist communities with brownfield projects. We have written and managed six winning applications and USEPA brownfield grants since 2015 and two additional USEPA brownfield grants for local communities (totaling \$1 million) are pending award. We have helped investigate, remediate, and redevelop contaminated sites to return them to the community for use as mixed-use developments, golf courses, minor league baseball stadiums, and parks. We have supported municipalities with state and federally funded environmental assessments, site remediation, and redevelopment planning to incentivize reuse of brownfields and most importantly, spur economic development.

Team member Joel Hecker is a contributing author on 15 winning USEPA brownfield grant applications and the sole author of six winning applications. He has worked with over 25 USEPA brownfield grant-winning communities and is the project manager for the City of Olympia's current USEPA brownfield grant (the Port is a coalition member of the grant). He has successfully leveraged USEPA brownfield assessment grants with state grants and private funds to stretch the grant dollars further (e.g., using revolving loan funds, cleanup grants, and private investments). He has contacts with the Center for Creative Land Reuse and Kansas State University's Technical Assistance to Brownfields (TAB) group, which provides free review and guidance on grant applications. This network of grant-application peer reviewers from firms across the country has dramatically increased our success rate on grant applications (resulting in an 87% success rate on the first attempt!).

"I would highly recommend that you connect with Joel Hecker of PIONEER. He is the lead consultant on the Brownfield Grant program and has been awesome to work with."

~ Mike Reid, City of Olympia

Subject Area B: Engineering

Our team of professional engineers (all of whom are licensed in Washington state) has successfully implemented strategic solutions at complicated projects throughout Washington, the United States, and abroad. We have extensive experience locally and are proud of our achievements and contributions at the Port of Olympia and Port of Tacoma.

Port of Olympia

Our team has worked on numerous projects for the Port of Olympia over the past 13 years. Most recently, we have supported the East Bay Redevelopment Site, the Pearson Air Site, and the Marine Terminal.

As the Environmental Engineer of Record for the Port of Olympia East Bay Redevelopment Site starting in 2008, our team identified health-protective and cost-effective solutions to facilitate property redevelopment. Our team developed Ecology-approved site-specific soil remediation levels, which resulted in leaving nearly all soil on the site, saving the Port of Olympia approximately \$25 million in off-site excavation and disposal costs. We oversaw the remedial action, and have been inspecting the site annually since 2018 to ensure that the remedy remains protective of human health and the environment.

"PIONEER has set the bar for environmental consultants for us at the Port of Olympia...PIONEER saved the Port millions in cleanup costs over what another consultant might have recommended for the same site."

~ Alex Smith, former Port of Olympia Director of Environmental Programs

For the Pearson Air site, our team prepared the remedial investigation and feasibility study and conducts biannual long-term groundwater monitoring and inspections to ensure the cleanup remains protective of human health and the environment. Ecology granted No Further Action for the site in 2020.

"Pioneer consistently produces cost effective and timely results of the highest quality."

~ Rick Anderson; former Port of Olympia Director of Engineering

For the Marine Terminal, we supported the Port of Olympia with the maintenance of the Stormwater Treatment Facility to achieve the stormwater discharge requirements in the National Pollutant Discharge Elimination System permit. We also developed the Engineering Design Report to optimize treatment and install a bioretention pond to further reduce chemical oxygen demand in stormwater runoff.

Port of Tacoma

We have completed numerous environmental engineering services for the Former Arkema Manufacturing (Arkema) and the North Boundary Area (NBA) sites. These Model Toxic Control Act (MTCA) sites are highly complex due to the magnitude of metals contamination, the proximity of contamination to Puget Sound, the inability to permanently treat metals, and overlapping regulatory authorities. For these projects, our team has conducted investigation activities, developed conceptual site models, developed remediation alternatives that are compatible with future redevelopment, prepared feasibility study reports, and substantially reduced the remedy costs.

We have also completed environmental engineering projects for the Port of Tacoma under two on-call contracts (from 2011 to 2016). The projects included Phase I and II environmental site assessments, hazardous building material surveys and sampling, cost estimates for building demolition, soil excavation oversight, waste and debris sampling, soil and groundwater sampling, drinking water sampling, indoor air quality evaluations, soil vapor intrusion evaluations, and legal support.

Subject Area F: Project and/or Construction Management

Project Management

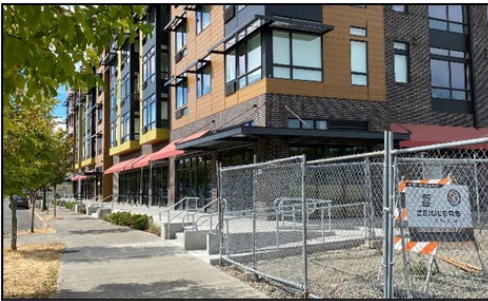
Our project managers work closely with our clients to develop project-specific plans, approaches, and schedules for completing tasks and deliverables on time and on (or under) budget, and achieving project goals. We tailor our project teams to meet the specific needs of a task (i.e., identifying team members who can best achieve certain tasks), which allows us to control costs and eliminate duplication of effort, and produce high-quality work.

PIONEER's Quality Management System (QMS) ensures that our products and services will consistently meet the Port of Olympia's needs and satisfy regulatory requirements. Our QMS includes procedures for the control of documents, records, internal audits, non-conforming products, and corrective and preventative actions.

"PIONEER has provided support services on projects to us for the past couple of years... consistently provided extremely high quality work on time and within budget..."

~Joanne Snarski; former Port of Olympia Environmental Program Manager

Construction Management



Our team has supported construction management efforts at the Port of Olympia for the East Bay Redevelopment Site, the Westman Mill project, and the Marine Terminal stormwater bioretention pond.

For the East Bay Redevelopment Site, our team oversaw the Interim Action (IA) cleanup activities conducted during the installation of utilities, roads, bike lanes, sidewalks, and other ancillary infrastructure improvements.

For the Westman Mill project, we wrote the Engineering Design Report, performed construction management related to subsurface excavations, waste management, and engineering controls, and prepared the construction completion report (which will be submitted in 2022) to ensure the protection of human health and the environment per the selected MTCA remedy.

For the Marine Terminal, we oversaw the construction of a stormwater bioretention pond. We helped implement stormwater best management practices and performed extensive monitoring to support this effort.

Safety

Safety is a PIONEER core value. We are committed to ensuring employee safety through training, planning, and continually evaluating and improving safety procedures. Our safety manager, Kevin Gallagher, ASP, CSP leads our safety program. We focus on safety for all projects, regardless of size or scope. We follow state-of-the-science practices to ensure workplace and worksite safety. Our employees follow PIONEER safety policies, practices, procedures, and training while working at hazardous waste sites, per Hazardous Waste Operations and Emergency Response (HAZWOPER) regulations.

"You all are top shelf professionals who have helped make things easier for me in my role on this project. Thank you!"

~ Sebastian Bahr, Chemours Project Director

COVER MEMO

Briefing Date/Time: March 24, 2025

Staff Contact/Title: Joel Hansen, Port of Olympia Citizens Advisory Committee Chair, joelhpcac@portolympia.com

Subject: 2025 POCAC Briefing

Purpose: ☒ Information Only ☐ Decision Needed

Overview:

The Port of Olympia Citizen Advisory Committee has developed their proposed work plan for 2025 and will be presenting to Commission for feedback and insight.

The Proposed 2025 Work Plan is as follows:

1. Incorporate the three subcommittee work plans by reference.
2. Work with staff to recruit additional members to the POCAC with an emphasis on increasing the diversity of the POCAC membership.
3. Conduct public engagement efforts on timely topics (e.g. Peninsula Master Plan, Vision 2050, etc.), as directed by the Commission.

Additionally the briefing will include information on the Economic Development Subcommittee Work Plan and pursuit of filling vacancies on the POCAC

Background:

The POCAC has developed three subcommittees that are actively working on development of their own individual work plans. The subcommittees that have been developed are focused on the following: Economic Development, Destination Waterfront, and Budd Inlet.

Documents Attached:

PowerPoint
Resolution 2025-02

Summary and Financial Impact:

Work Plan details are not at a point that budgets or expenses associated with the efforts can be determined.

Affected Parties:

POCAC, Staff, Commission

Options with Pros and Cons:

This is briefing and does not require formal action. The Commission is encouraged to provide guidance and direction to the POCAC on desired efforts and areas of focus.

Environmental Considerations:

No applicable environmental considerations at this time.

Staff Recommendation:

Staff recommend that Commission provide some clarity and insight to the POCAC on the Commissions desired areas of focus, role, functions, and authorities.

Paragraph 4 titled “Assignments” of Resolution 2025-02 states the following “The Port Commission will assign tasks to the POCAC, through written request that will include a description of the scope of any assignment.” It further articulates that the Commission should determine if it is requesting one or more of the following:

- Report/White Paper
- Policy Recommendation
- Project Recommendation
- Advice to Executive Director
- Citizen Advisory Committee assignment planning documents and supporting products

Next Steps/Timeframe: The Port of Olympia Citizens Advisory Committee meets the third Tuesday of each month from 5 p.m. (unless noted otherwise) to 7 p.m.



PORT of OLYMPIA
Serving All of Thurston County

Port of Olympia Citizens Advisory Committee Briefing


Joel Hansen
POCAC Chair
March 24, 2025



1

Agenda

- POCAC 2025 Work Plan
- Economic Development Subcommittee 2025 Work Plan
- POCAC Vacancies



2

2

POCAC 2025 Work Plan

- Incorporate the three subcommittee work plans
 - Economic Development Subcommittee
 - Destination Waterfront Subcommittee
 - Budd Inlet Subcommittee
- Work with staff to recruit additional members to the POCAC with an emphasis on increasing the diversity of the POCAC membership
 - Currently at 11 members
- Conduct public engagement efforts on timely topics (e.g. Peninsula Master Plan, Vision 2050, etc.), as directed by the Commission

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Economic Development Subcommittee 2025 Work Plan

- Committee Members
 - Anthony Hemstad, Chair
 - Don Krug, Vice Chair
 - Quentin Phillips
 - Debby Pattin
 - Joel Hansen



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2025 Work Plan

1. Develop Charter for Subcommittee
2. Investigate opportunities to diversify Marine Terminal operations
3. Explore potential for passenger ferry service
4. Research opportunities to increase the community and economic value of the Olympia Regional Airport
5. Review past POCAC reports for alignment with Commission priorities, and update when valuable to do so

5



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Work Plan Item #1

Develop a Charter for the Subcommittee

- Helps clarify focus and decision-making practices for subcommittee
- Identifies purpose and objectives
- Articulates Authority and Scope
- Communicates potential need for resources

6



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Work Plan Item #2

Investigate Opportunities to Diversify Marine Terminal Operations

Vision 2050 Alignment:

- Goal #1
 - Preserve and enhance Thurston County's working waterfront and connection to global trade by diversifying Marine Terminal operations, improving communication, and securing community support

7



7

Work Plan Item #3

Explore Potential for Passenger Ferry Service

Vision 2050 Alignment:

- Goal #5
 - Explore the potential for the Port to serve as a cruise ship destination and regional commuter node.
- Action Items:
 - #26: Continue to track State-led ferry service studies and evaluate the feasibility of the Port's potential role as the southernmost passenger terminal in South Puget Sound.
 - #27: Evaluate the feasibility of establishing a "Mosquito Fleet" water taxi system that provides limited-scale transportation service for commuters throughout South Puget Sound south of Tacoma.

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Work Plan Item #4

Research Opportunities to Increase the Community and Economic Value of the Olympia Regional Airport

Vision 2050 Alignment:

- Goal #6
 - Maximize the economic and community value of the Olympia Regional Airport in accordance with FAA Master Plan regulations.

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Work Plan Item #5

Review Past POCAC Reports for Alignment with Commission Priorities, and Update when Valuable to do so

- Example of POCAC reports that could be updated:
 - 2019 EV Charger Report
 - 2019 Community Solar Report
 - 2019 Shore Power Report

Vision 2050 Alignment:

- Goal #7
 - Emphasize sustainability in all planning and actions and provide regular updates to the community.
- Goal #4
 - Leverage the Port's unique statutory authority to catalyze economic opportunities in partnership with local jurisdictions and economic development organizations.

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POCAC Vacancies

Guided by Resolution 2025-02

- Currently 11 members
 - Up to 17, no less than 9
- Requesting direction from Commission to initiate recruitment and launch application
- Interview team is Commission Vice President, Executive Director, and POCAC Chair
- Unbalanced district representation

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POCAC Vacancies

Guided by Resolution 2025-02

9. Selection of New Members:

The process to select new members will consist of press releases to local media advertising the vacancy, recruitment process, and posted on the Port's website. The interview team will consist of the Port Commission Vice President or that person's designee, the Executive Director or that person's designee, and the incoming Chair of the POCAC. Copies of each application will also be sent to all Port Commissioners for their review.

The Port may use automated tools, such as NEOGOV®, website application, or similar software, to intake and process applications for new POCAC members.

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POCAC Vacancies

Guided by Resolution 2025-02

The interview team will interview and evaluate each applicant based on past volunteer activities, private/public work experience, experience or knowledge regarding the Port of Olympia, representation of the five (5) Port Commissioner Districts in Thurston County, and reason(s) for wanting to serve on the POCAC. In making recommendations for appointment, the interview team will strive to maintain at least two members of the POCAC from each of the five (5) Port Commissioner Districts in Thurston County. After completion of all applicant interviews, the Port Commissioner serving on the interview team will recommend the appointment of the new member(s) at a regularly scheduled Port Commission meeting.

POCAC Membership by District				
District 1	District 2	District 3	District 4	District 5
2	1	8	1	0

13



13

Questions and Comments

14



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**PORT OF OLYMPIA COMMISSION
RESOLUTION 2025-02**

**A RESOLUTION OF THE PORT OF OLYMPIA COMMISSION regarding the
citizen advisory committee known as the Port of Olympia Citizens Advisory
Committee (POCAC) and superseding Resolution 2022-15, 2021-06, 2019-03, 2019-10,
2023-09, and 2024-08**

WHEREAS, the Port of Olympia desires to have a citizen advisory POCAC to advise the Port Commission on matters it may wish to assign to the citizen advisory POCAC from time-to-time; and

WHEREAS, this Resolution supersedes Port of Olympia Commission Resolutions 2022-15, 2021-06, 2019-03 and 2019-10.

NOW, THEREFORE, BE IT RESOLVED, after due consideration it is the determination of the Port of Olympia Commission that:

1. The Port of Olympia Citizen Advisory Committee (POCAC):

The Port of Olympia Citizens Advisory Committee (POCAC) is a Committee of citizens selected through an application process as determined by the Port of Olympia Commission ("Port Commission"). The purpose of the POCAC is to provide advice to the Port Commission on tasks as assigned by the Port Commission. The POCAC is the successor of a former Committee referred to as the Planning Advisory Committee.

2. Composition:

The POCAC shall consist of up to 17 members, with no less than 9 members serving as selected by the Port Commission.

3. Duties:

The POCAC shall advise the Port Commission on matters assigned by the Port Commission. The POCAC may forward written, unsolicited public input received by POCAC members to the Port's Communication Manager who will determine how such unsolicited input shall be handled.

The Port shall supply an administrative assistant to publish the notice for scheduled meetings, assist the POCAC by scheduling meetings, and other duties as authorized by the Executive Director or designee and the POCAC.

The Executive Director or a designee of the Executive Director will serve as ex-officio, non-voting member of the POCAC. The Executive Director or designee will provide guidance when requested by the POCAC, and assign Port staff for expertise, if required.

4. Assignments:

The Port Commission will assign tasks to the POCAC, through written request that will include a description of the scope of any assignment.

The Port Commission will identify the type of work products to be delivered by the POCAC. More than one product type may be requested:

- a. **Report or White Paper:** This product will help to create an awareness of policy issues among the Port Commission, staff and the public and to encourage an exchange of information and analysis. It can also serve as an educational tool. The Port Commission may or may not take action or give further direction to the Executive Director upon receipt of this product. The Port Commission may also choose to produce a supplemental document providing comment on a POCAC report of white paper.
- b. **Policy recommendation:** This product will explain the need for a new policy or modification or amendment to an existing policy to better align Port practices with Port values and focus areas. If the Port Commission decides to take action on such a recommendation, the Port Commission will give direction to the Executive Director and/or legal counsel for further analysis and preparation of proposed policy language for Port Commission consideration.
- c. **Project recommendation:** This product will present a recommendation for implementation by the Port. Should the Port Commission choose to take action, the Port Commission will direct the Executive Director to include the implemented recommendation in the Port's annual budget process.
- d. **Advice to Executive Director:** This product serves to provide analysis and suggestions on current Port operations. Should the Port Commission choose, this product may be forwarded to the Executive Director for consideration. After receiving any such product, the Executive Director will report back to the Port Commission within a reasonable timeframe on the feasibility of implementation of suggestions and recommendations.
- e. **Citizen Advisory Committee assignment planning documents and supporting products:** This product allows the POCAC to act on assignments received from the Port Commission, develop project plans to carry out their assignments, and develop necessary materials and products in coordination with the Executive Director or designee. Cost of goods and products must be within the Port's annual budget and coordinated with Executive Director or designee.

5. Scheduled Meetings:

The POCAC will establish a meeting schedule consistent with the time necessary to complete a work plan and the assignment. The chair of the POCAC shall report periodically and no less than once a year to the Port Commission

6. Community Involvement:

The POCAC shall have the authority to solicit public involvement in the frequency and manner at the POCAC's discretion, consistent with work plans developed. The POCAC may request legal assistance through the Executive Director or designee with respect to a particular form of public involvement being considered.

Any matter referred to a POCAC Sub-Committee must ultimately be presented to the full POCAC for the POCAC's consideration and approval prior to forwarding any recommendation to the Port Commission.

All of the POCAC's scheduled meetings will be open to the public.

7. Officers and Sub-Committees:

The officers of the POCAC shall be a Chair and Vice Chair to preside and facilitate POCAC meetings and present special reports. The Chair and Vice Chair shall serve no more than two (2) consecutive one-year terms. The Chair and Vice Chair shall be elected by a majority vote of the POCAC members.

The Chairperson of the POCAC, or a designated representative of the POCAC, shall report to the Port Commission no less than once each year on POCAC activities. This report may be provided, in writing, or given verbally at a Joint POCAC/Port Commission meeting, a regular Commission business meeting or work session. The Chairperson of the POCAC shall determine the appropriate format for the report.

Each Sub-Committee will select a member to serve as a chair. The Sub-Committee Chair shall submit updates to the POCAC at regularly scheduled POCAC meeting and present the final report or presentation to the Port Commission.

8. Terms:

A full term for POCAC members is three years. The POCAC members shall each serve no more than four (4) consecutive three-year terms for a total of twelve (12) years. Each year the Port Commission shall appoint or reappoint persons to fill the expiring terms. At its discretion, the Port Commission will decide when it will fill a vacancy of an unexpired term. The Port Commission also has discretion to appoint, reappoint, or extend the term of POCAC members to address extenuating circumstances.

9. Selection of New Members:

The process to select new members will consist of press releases to local media advertising the vacancy, recruitment process, and posted on the Port's website. The interview team will consist of the Port Commission Vice President or that person's designee, the Executive Director or that person's designee, and the incoming Chair of the POCAC. Copies of each application will also be sent to all Port Commissioners for their review.

The Port may use automated tools, such as NEOGOV®, website application, or similar software, to intake and process applications for new POCAC members.

The interview team will interview and evaluate each applicant based on past volunteer activities, private/public work experience, experience or knowledge regarding the Port of Olympia, representation of the five (5) Port Commissioner Districts in Thurston County, and reason(s) for wanting to serve on the POCAC. In making recommendations for appointment, the interview team will strive to maintain at least two members of the POCAC from each of the five (5) Port Commissioner Districts in Thurston County. After completion of all applicant interviews, the Port Commissioner serving on the interview team will recommend the appointment of the new member(s) at a regularly scheduled Port Commission meeting.

10. Approval of Travel and Other Expenses:

The Port Commission will budget annually for unanticipated expenses and travel for POCAC members. The POCAC Chair shall request approval of travel and other expenses for POCAC members to the Executive Director or designee. All expenses shall be consistent with Port travel and reimbursement policies. Any amount over the annual budget will come back to the Port Commission for approval.

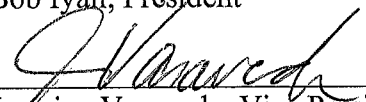
11. Roles, Expectations and Operating Rules:


Members of the POCAC and subcommittees shall adhere to the roles, expectations and operating rules as outlined in "Exhibit A" and "Exhibit B" of this Resolution.

ADOPTED by a majority of the members of the Port Commission for the Port of Olympia, a majority being present and voting on this Resolution at a regular Port Commission meeting on January 13, 2025, as attested to by the signatures below of the Port Commissioners physically present this 13th day of January 2025.

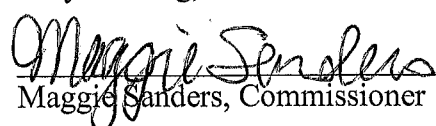
PORT OF OLYMPIA COMMISSION


Bob Iyall, President


Jasmine Vasavada, Vice President


Sarah Tonge, Secretary


Amy Harding, Commissioner


Maggie Sanders, Commissioner