Commission Meeting
Monday, August 10, 2026
4:00 PM

Tenino City Hall
Council Chambers
149 Hodgden Street South
Tenino, WA 98589

The meeting agenda is available on the Port's website as of August 5, 2026.
https://www.portolympia.com/commission

AGENDA

A. Call to Order

B. Pledge

C. Approval of Agenda

D. Executive Director Report

E. Public Comment

NOTE: Guidelines for public comment can be found in the Commission Rules in Resolution 2026-02 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.
- *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.

F. Commission Response to Public Comment / Follow-Up to Public Comment

G. Partner Spotlight: City of Tenino: Mayor David Watterson

H. Consent Calendar

1. Tom's Outboard Lease
2. Craig Properties Amendment No. 6
3. 2025-1046 – Professional Services Contract Amendment
4. BT-OH LLC Lease Amendment No. 5
5. New Market Vocational Skills Center Aviation Program Lease
6. Swantown Boatworks SW Retrofit (2026) – Contract Award
7. Bills and Vouchers for July 2026

I. Action Calendar

1. None

J. Action/Other Calendar

1. None

K. Advisory Calendar

   1. Port of Olympia Community Advisory Committee (POCAC) Nominations: Alex Smith, Executive Director

   2. Grant Contract: Alex Smith, Executive Director

L. Commissioner Reports

M. Additional Public Comment

   This time is devoted to individuals who could not arrive at or register for the meeting earlier. Public comment at this time is for those members of the public who did not submit public comment previously during the current meeting.

N. Other Business

   1. None

O. Meeting Announcements

P. Adjourn

*Attendance and Public Comment Hybrid Meeting Information

Attend Remote or In-Person
The public are welcome to attend the meeting in person, or may view or listen to the meeting using one of the following platforms:

In-Person:	**Tenino City Hall** Council Chambers 149 Hodgden Street South Tenino, WA 98589
Zoom:	Go to http://www.zoom.us/join and enter Webinar ID 879 0586 3255 and Passcode 913496. *Instructions and access details (a link to the meeting) will be emailed to you once a short registration form is complete. (Check Spam or Junk folder and move Zoom link email to your Inbox to view/access link.)*
YouTube:	www.youtube.com/@portofolympia1922
Phone:	Call (253) 215-8782, listen for the prompts and enter Webinar ID 879 0586 3255 and Passcode 913496.

Verbal Public Comment
Those wishing to provide verbal public comment may do so in-person or by Zoom:

In-Person:	Use the sign-up sheet located at the meeting location.
Virtual / via Zoom:	**Must pre-register** using the following Zoom link no later than five (5) minutes after the meeting has commenced: *https://us06web.zoom.us/webinar/register/WN_bmSK3Y2eRI-U2ekYgyFCEA* *Instructions and access details (a link to the meeting) will be emailed to you once registration is complete. (Check Spam or Junk folder and move Zoom link email to your Inbox to view/access link.) Registration for remote/virtual verbal public comment closes six (6) minutes after the meeting has commenced.*

Written Public Comment
Written public comment 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.

COVER MEMO

Briefing Date/Time: August 10, 2026

Staff Contact/Title: Mike Reid, Director of Community and Economic Development, 360.764.5395, MikeR@portolympia.com

Subject: Tom's Outboard Lease

Purpose: ☐ Information Only ☒ Decision Needed

CONSENT ITEM

Tenant Snapshot:
Lease Name: Tom's Outboard
Leased Address: 221 East Bay Dr NE, Olympia, WA 98501
Lease Type: Land
Lease Effective Date: 1/1/26
Original Term: 3 years + two 1-year options
Use: Dry storage for boats
Employees: 10

Background:
Tom's Outboard has been a tenant of the Port's since June 1989 when they opened their small business on 10,000 sq ft of Port property with a month-to-month lease. In 2010 they doubled their footprint to increase to 20,564 sq feet of land and entered into a new month-to-month lease with a 30-day termination - the agreement they have been on since that time. This existing lease is still active and viable.

After discussions with staff regarding long-term stability and predictable annual adjustments, the tenant agreed to transition from month-to-month tenancy to a formal multi-year lease structure. This new lease is for three years with two one-year extensions. The lease does not change any contemplated use of the property as the tenant will continue to use the property to store the boats that are being serviced by the business.

The land lease is located in the East Bay Development at 221 East Bay Dr NE, Olympia, WA. Tom's Outboard has and remains in good standing throughout the term of their lease.

Summary and Annual Financial Impact:

- Current monthly lease payment: $3,157.55
  - Annual: $37,890.60
- Anticipated 2026 monthly payment: $3,252.28
  - Annual: $39,039.36
- 2027-2028: 3% increase over the current rate

Alignment with Vision 2050:

The lease with Tom’s Outboard supports several Vision 2050 priorities across the Port’s marine, economic development, and sustainability focus areas. By maintaining a long-standing small marine service business in the East Bay District, the lease advances Vision 2050’s goals to strengthen Swantown Marina and Boatworks as a premier boating destination, enhance regional boat-based spending, and preserve the working waterfront. The business directly contributes to the local maritime economy by supporting recreational vessels and commercial shellfish fleets, aligning with actions that promote small business development, expand regional recreation and tourism, and grow marine-related economic activity.

Tom’s Outboard’s emphasis on modern, cleaner outboard motors supports Vision 2050 environmental goals related to water quality and sustainable marine operations. Additionally, keeping an active marine-service tenant in the East Bay District reinforces Vision 2050’s commitments to partnership-building, community engagement, and maintaining vibrant and accessible waterfront assets. Collectively, the lease strengthens economic vitality, waterfront functionality, and environmental stewardship consistent with multiple Vision 2050 goals and action items.

Environmental Considerations:

Tom’s Outboard contributes positively to environmentally responsible marine operations through its emphasis on upgrading and maintaining modern, fuel-efficient outboard motors. The tenant actively works to phase out older, higher-polluting engines in favor of cleaner and more efficient models better suited to protecting water quality in Puget Sound and area lakes. Their services support both recreational boaters and commercial marine fleets in operating engines that reduce emissions and minimize environmental impact. The business also maintains compliance with established environmental regulations and collaborates with relevant agencies as needed to ensure safe handling of marine fuels, oils, and maintenance byproducts.

Alternatives Considered

1. Approve Tom’s Outboard Lease.

Result: The tenant transitions to a secure multi-year term with predictable annual escalation.

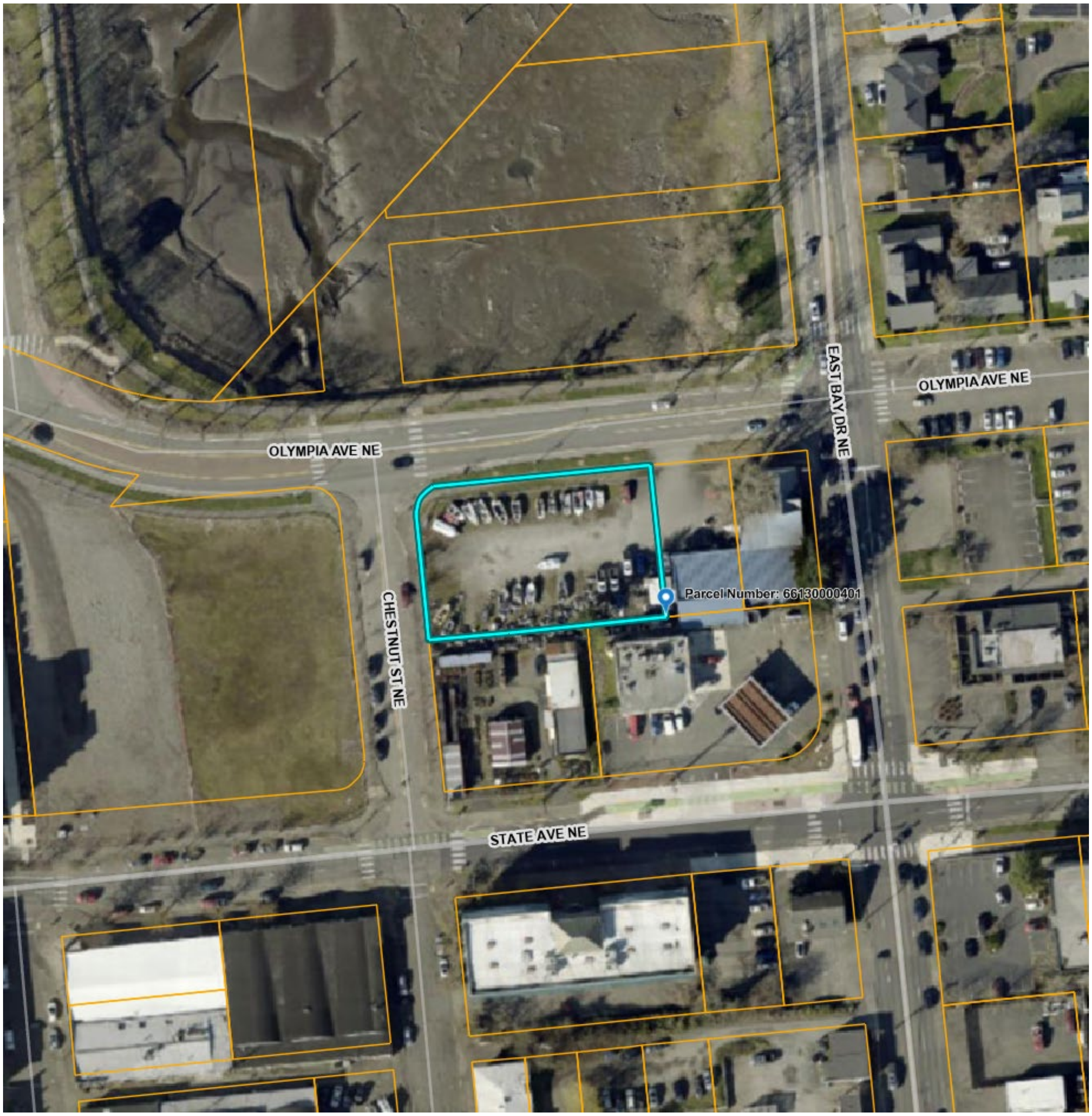
2. Do not approve Tom’s Outboard Lease.

Result: The tenant remains on a month-to-month lease with 30-day termination and variable CPI-based increases.

Staff Recommendation:
Approve Lease as presented.

Documents Attached:
Copy of Lease Agreement.

Location of leased premise:



OLYMPIA AVE NE
OLYMPIA AVE NE
EAST BAY DR NE
CHESTNUT ST NE
Parcel Number: 66130000401
STATE AVE NE

PORT OF OLYMPIA GROUND LEASE
OLYMPIA PROPERTIES

THIS LEASE is made effective this 1st day of January 2026, by and between the PORT OF OLYMPIA, a Washington municipal corporation, Lessor, hereinafter referred to as "Landlord" or "Port", and TOM'S OUTBOARD INC., a Washington corporation, as further described below, hereinafter referred to as "Tenant", on the following terms and conditions:

1. LEASE SUMMARY.

TENANT

Name: Tom's Outboard Inc.
Address: 221 East Bay Dr NE
City, State, Zip Code: Olympia, WA 98506
Phone Numbers: 360-754-3882
Email: terrieturnbow@msn.com, info@tomsoutboard.com

PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon and subject to the terms and conditions of this Lease, that certain real property consisting of approximately 20,564 square feet of land feet located in the Port of Olympia East Bay District in Olympia, Thurston County, Washington at 221 East Bay Drive NE, Olympia, WA 98501 and as generally shown and described in Exhibit A hereto, subject to encumbrances, rights, and reservations as shown therein or provided in this Lease, and as presently existing or hereafter arising pursuant to governmental authority.

TERM

The initial term shall be three (3) years beginning January 1, 2026 (the "Lease Commencement Date") and ending December 31, 2028 (the "Initial Term"); provided that the commencement of this Lease is subject to the Port's receipt of first month's rent, lease security in a form acceptable to the Port, and certificate of insurance in a form acceptable to the Port. Tenant shall also have one option to extend as outlined below.

OPTION TO EXTEND TERM

One (1) option to extend for an additional period of One (1) year. Such extension shall be upon the terms, covenants, and conditions contained herein (except for rent, rental adjustments, and the times at which rental adjustments shall be made, all of which shall be determined in accordance with the then current Commission policy). The extension term shall commence on the expiration of the immediately preceding term. Such Option to Extend may be exercised only by written notice to the Port no later than one hundred and eighty (180) days prior to the expiration of the then current term.

Tenant shall not be entitled to extend this Lease if Tenant is in default of the performance of its obligations hereunder at the date notice of extension is due or at the date the extension term is to commence. In addition, Tenant shall not be entitled to renew this Lease if Tenant is a corporation, limited liability company, or other entity whose stated duration will expire prior to the end of the renewal term.

MINIMUM GROUND RENT

Initial Rent: Tenant shall pay monthly rent in the amount of Three Thousand Two Hundred Fifty-Two and 28/100 Dollars ($3,252.28) per month plus applicable Washington State Leasehold Excise Tax which is currently 12.84% ("LET").

In addition, Tenant shall pay any and all Insurance, Utilities, Fire Insurance and other expenses in accordance with the Lease.

Rent Adjustments – Annually Year: Rent shall be automatically adjusted on each January 1st and increased by three percent (3%) plus LET.

Rental revisions for any extension of the Term in accordance with the Option to Extend Term shall be in accordance with the then current Port Commission Policy.

RENT COMMENCEMENT DATE

Rent shall commence on January 1, 2026.

LEASE SECURITY

In accordance with Section 5 of the Lease, in an amount equal to three (3) months minimum ground rent plus Washington State Leasehold Excise Tax, in a form acceptable to the Port, and adjusted to reflect rental adjustments and other changes to this Lease. Initial amount shall be Eleven Thousand Nine and 61/100 Dollars ($11,009.61) (three times the monthly rent plus Washington State Leasehold Excise Tax of 12.84%). The initial security amount shall be posted with the Port by the date of execution of the Lease by Tenant. Any change in security shall be posted with the Port at least thirty (30) days prior to the effective date of such change. Expiration Date: Ninety (90) days after satisfaction of all obligations under this Lease.

USE OF PREMISES

Tenant shall use the Premises for dry storage of boats in the yard only and for no other purpose.

INSURANCE

Bodily Injury/Death: Combined Single Limit $1,000,000 each occurrence.
Property Damage per Occurrence: $500,000.

Tenant shall submit certificates evidencing compliance with Section 14, and at the Port's request shall provide the Port with the actual policies or copies thereof. Tenant shall furnish the Port with evidence of renewal of such policies not less than thirty (30) days prior to their expiration.

ASSIGNMENT, SUBLEASE, OR LEASE MODIFICATION.

An initial minimum handling and transfer fee deposit ("Lease Modification Fee") of FIVE HUNDRED AND NO/100 DOLLARS ($500.00) shall be payable by Tenant to Port if Tenant requests Port's consent to a proposed assignment (including an assignment to a creditor for security purposes), sublease or modification of this Lease. Such Transfer Fee Deposit shall be submitted to Port at the same time that Tenant requests Port's consent to the proposed assignment, sublease, or modification and shall be adjusted as described in Section 25. Furthermore, Tenant agrees to pay the legal fees incurred by the Port in relation to any proposed assignment, sublease, or modification.

CONFLICTING PROVISIONS

To the extent any of the provisions of the foregoing Section 1, LEASE SUMMARY, conflicts with any other provisions of this lease, the provisions of Section 1, LEASE SUMMARY, shall govern.

2. PREMISES.

The Port hereby leases to Tenant, and Tenant hereby leases from the Port, the Premises described in Section 1, **LEASE SUMMARY** above.

3. TERM.

This Lease shall be for the term specified in Section 1, **LEASE SUMMARY** above.

4. RENT.

4.1. It is the intention of the parties hereto that the rent specified in this Lease shall be net to the Lessor in each year during the term of the Lease. Accordingly, all costs, expenses and obligations of every kind relating to the Premises (except as otherwise, specifically provided in the Lease) which may arise or become due during the term of the Lease shall be paid by Tenant and the Port shall be indemnified by the Tenant against such costs, expenses and obligations. All such costs, expenses, and obligations and payments coming due hereunder shall be deemed as "additional rent".

4.2. Tenant agrees to pay as rent for the use and occupancy of the Premises during the term of this Lease, without deduction or offset, the rent specified in Section 1, **LEASE SUMMARY** above, payable to the Port in advance on or before the first day of each and every month and payable at such place as the Port may designate.

4.3. If the Tenant does not pay the rent by the 10th of the month, then in addition to the overdue rent, Tenant shall pay interest on the rent payment then due at a rate per annum equal to the greater of eighteen percent (18%) per annum or two (2) percentage points over the composite prime rate of interest set forth in the Wall Street Journal "Money Rates" Column (or its successor) most recently prior to such date. Such interest commences on the date the rent is due and continues until such rent is paid. If the Tenant does not pay the rent when due and interest is incurred each month for three (3) consecutive months, the rent called for herein shall automatically become due and payable quarterly in advance rather than monthly, notwithstanding any other provision in this Lease to the contrary, and regardless of whether or not the interest is paid or collected. The imposition of such interest does not prevent the Port from exercising any other rights and remedies under this Lease.

5. LEASE SECURITY.

Tenant shall, upon execution of this Lease, file with the Port a good and sufficient security in the form of a bond, letter of credit, cash deposit, or other security acceptable to the Port in its sole discretion, in accordance with the requirements of state law RCW 53.08.085, and Section 1, **LEASE SUMMARY** above. The form and terms of the security and the identity of the surety shall be subject to approval of the Port, and the security shall guaranty the full performance by Tenant of all the terms and conditions of this Lease, including the payment by Tenant of the rents and all other amounts herein provided for the full term hereof. Any acceptable security instrument having an expiration earlier than the full lease term shall be automatically renewable. Any company issuing such a security instrument must give the Port at least ninety (90) days advance written notice prior to the effective date of cancellation or expiration of such security instrument. These provisions as to lease security are subject to the continued approval of the Port and to revision and adjustment as may hereafter result from changes in state requirements or as established by the Port Commission.

6. ACCEPTANCE OF PREMISES.

Tenant has examined the Premises, and the adjoining premises of which the Premises are a part, and accepts them in their present condition. There are no warranties expressed or implied as to any condition apparent or unknown except as otherwise stated in this Lease. Tenant agrees to make any changes in the Premises necessary to conform to any federal, state or local law applicable to Tenant's use of the Premises.

7. POSSESSION.

If the Port shall be unable for any reason to deliver possession of the Premises or any portion thereof at the time of the commencement of this Lease, the Port shall not be liable for any damage caused thereby to Tenant, nor shall this Lease thereby become void or voidable, nor shall the term specified herein be in any way extended, but in such event Tenant shall not be liable for any rent until such time as the Port can deliver possession; provided that if Tenant shall take possession of any portion of the Premises in the interim, it shall pay the full rent specified herein reduced pro rata for the portion of the Premises not available for possession by Tenant; and provided further, that if the Port shall be unable to deliver possession of the Premises at the commencement of this Lease, Tenant shall have the option to terminate this Lease by giving at least thirty (30) days' written notice of such termination, and this Lease shall terminate unless the Port shall deliver possession of the Premises prior to the effective date of termination specified in such notice. If Tenant shall, with the Port's consent, take possession of all or any part of the Premises prior to the commencement of the term of this Lease, all of the terms and conditions of this Lease shall immediately become applicable, with the exception that Tenant shall not be obligated to pay any rental for the period prior to the commencement of the term of this Lease unless otherwise mutually agreed.

8. USE OF PREMISES.

Tenant shall use the Premises only for those purposes stated in Section 1 above and shall not use them for any other purpose without the prior written consent of the Port, which consent may be withheld in the Port's sole discretion. The Premises shall be used only for lawful purposes; and only in accordance with all applicable fire, zoning and other codes. Tenant shall use the entire Premises for the conduct of said business in a first-class manner continuously during the entire term of this Lease. Tenant agrees that it will not disturb the Port or any other Tenant of the Port by making or permitting any disturbance or any unusual noise, vibration or other condition on or in the Premises. No signs or other advertising matter, symbols, canopies or awnings shall be attached to or painted on or within the Premises, including the windows and doors thereof, without the approval of the Port. At the termination or sooner expiration of this Lease, all such signs, advertising matter, symbols, canopies or awnings attached to or painted by Tenant shall be removed by Tenant at its own expense, and Tenant shall repair any damage or injury to the Premises and correct any unsightly condition caused by such removal. At no time shall the Tenant have the right to remove or otherwise disturb timber, valuable minerals, sand, gravel or water, from the site, which materials belong to the Port and may only be used with consent and appropriate compensation.

9. REQUIREMENTS AS TO IMPROVEMENTS - Intentionally Omitted.

10. RIGHTS-OF-WAY.

The Port agrees to grant other such right-of-way easements across the property of the Port reasonably available therefore, on reasonable terms and conditions, for the installation and maintenance of necessary and adequate services to the Premises, including but not limited to petroleum product pipelines, railroad spurs, railways and utility lines.

11. RESERVATION OF RIGHTS.

The Port reserves to itself from the Premises rights of way upon, over, across, onto or beneath the above-described lands for access ways, driveways, and other roads, pole and wire lines, gas, water and sewage pipes and mains, conduits, and other utilities, and industrial or business area facilities of all kinds now existing or to be constructed and maintained by it, either in addition to or in the substitution for those now existing from any point or points and in any direction and also reasonable rights of entry upon the Premises for the construction, repair, inspection and maintenance of them in efficient use and condition, providing such action by the Port shall not materially interfere with or interrupt Tenant's operation and shall be at the expense of the Port. The Port is hereby granted such continuous and perpetual easement or easements that the Port believes are necessary within the Premises for such purposes, which easement or easements may be further granted by the Port to third parties.

12. AIR SPACE RESERVATIONS AND USE RESTRICTIONS – Intentionally Omitted.

13. UTILITIES AND SERVICES.

Tenant shall be liable for and shall pay throughout the term of this lease all charges for all utility services furnished to the Premises, including but not limited to, light, heat, gas, janitorial services, garbage disposal, security, electricity, water, storm water and sewerage, including any connection fees, and any fire protection, police protection, or emergency health services as furnished by local authorities and as may be the subject of a contract between the Port and such local authorities or as imposed by ordinance or statute. If the Premises are part of a building or part of any larger premises to which any utility services are furnished on a consolidated or joint basis, Tenant agrees to pay to the Port Tenant's pro-rata share of the cost of any such utility services. Tenant's pro-rata share of any such services may be computed by the Port on any reasonable basis, and separate metering or other exact segregation of cost shall not be required.

14. INDEMNIFICATION/LIABILITY INSURANCE.

The Port, its employees and agents shall not be liable for any injury (including death) to any persons or for damage to any property, regardless of how such injury or damage be caused, sustained or alleged to have been sustained by Tenant or by others (including, but not limited to all persons directly or indirectly employed by Tenant, and any agents, contractors, subcontractors, suppliers, customers, licensees, or invitees of Tenant) as a result of any condition (including existing or future defects in the Premises), or occurrence (including failure or interruption of utility service) whatsoever related in any way to the Premises and the areas adjacent thereto. Tenant hereby covenants and agrees to indemnify, defend (with attorneys reasonably satisfactory to the Port), protect and hold the Port harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, reasonable attorneys' and experts' fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against the Port arising from or in connection with the loss of life, personal injury and/or damage to property occasioned by any act or omission of Tenant or its employees, agents, contractors, subcontractors, suppliers, customers, licensees, or invitees. In addition, Tenant covenants and agrees to indemnify, defend (with attorneys reasonably satisfactory to the Port), protect and hold the Port harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, attorneys' and experts' fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against the Port and arising from or in connection with the loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the Premises. If a court of competent jurisdiction determines that any activity covered by the indemnities under this Section of this Lease is subject to RCW 4.24.115, then, in the event of liability for damages arising out of a bodily injury to persons or damage to property caused by or resulting from the concurrent negligence or willful act or omission of Tenant and Landlord, its officers, officials, employees, agents, contractors, or invitees, the Tenant's and Landlord's liability hereunder shall be only to the extent of each such party's negligence or willful act or omission. It is further specifically and expressly agreed that Tenant hereby waives any immunity it may have under industrial insurance, RCW Title 51, solely for the purposes of this indemnification and only to the extent necessary to render the parties' indemnity obligations enforceable. This waiver was mutually negotiated by the parties. The provisions of this Section shall survive the expiration or termination of this Lease.

Tenant shall, at its own expense, provide and maintain commercial general liability insurance or its equivalent with a reputable insurance company or companies reasonably satisfactory to the Port, and including, but not limited to premises and operations; personal injury, contractual liability; independent contractors; broad form property damage; completed operations and products; pollution liability; and such additional types and amounts of liability insurance as the Port may deem reasonably necessary for the types of services or activities offered by Tenant and customarily required by landlords under such circumstances and with the minimum policy limits set forth above. The coverage afforded by such policies shall thereafter be in such amounts as the Port may specify from time to time in accordance with what would be required by a reasonable and prudent property manager in the same geographic area. The Port shall be named as an additional insured on such policies. Such policies shall provide that such insurance may not be cancelled without the insurance company first having given the Port thirty (30) days' advance written notice of such intent to cancel. Tenant shall submit certificates evidencing compliance with this Section by time of execution of the Lease by Tenant, and at the Port's request shall provide the Port with the actual policies or copies thereof. Tenant shall furnish the Port with evidence of renewal of such policies not less than thirty (30) days prior to their expiration.

15. WAIVER OF SUBROGATION.

The Port and Tenant hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective insurance contracts, including any extended coverage endorsements thereto, provided, that this Section shall be inapplicable to the extent it would have the effect of invalidating any insurance coverage of the Port or Tenant. Each party agrees to cause their respective insurance carriers to include in its policies a waiver of subrogation clause or endorsement.

16. TAXES.

Tenant shall be liable for, and shall pay, throughout the term of this lease, any and all license fees and taxes covering or relating to the Premises and its use, including, without limitation, (a) all real estate taxes assessed and levied against the Premises; (b) all amounts due and payable for general or special assessments against the Premises during the term of this lease (whether assessed prior to or during the term of this lease), including any assessments for LIDs or ULIDs; and (c) all personal property taxes upon Tenant's fixtures, furnishings, equipment and stock in trade, Tenant's leasehold interest under this lease or upon any other personal property situated in or upon the Premises. If any governmental authority at any time levies a tax on rentals payable under this lease or a tax in any form against Lessor because of or measured by income derived from the leasing or rental of the Premises, such tax shall be paid by Tenant;

provided, however, that Tenant shall not be liable for the payment of any tax imposed generally on Lessor's gross or net income without regard to the source of such income.

17. MAINTENANCE AND REPAIR.

Tenant shall, at its own expense, keep the Premises and the adjoining roadways, sidewalks and areas, in a neat, clean, safe, sanitary, and good condition, reasonable wear and tear excepted, and to maintain the landscape and undeveloped areas (including ditches and shoulders of adjoining roadways) in a clean, sanitary, orderly and attractive condition, mowed and free from rubbish and debris.

Tenant shall also, at its own expense, at all times keep the Premises free from infestation of pests and conditions which might result in harborage for, or infestation of, pests (pests shall include, without limitation, rodents, insects, and birds in numbers to the extent that a nuisance is created). Tenant shall keep the glass of all windows and doors on the Premises clean and presentable, and shall maintain and keep the Premises in a good state of repair, and shall commit no waste of any kind, and, without limiting the generality of the foregoing, shall replace all cracked or broken glass in the Premises, and keep the electrical system and all drains clean and in a good state of repair, and shall protect all sprinkler systems and all pipes and drains so that they will not freeze or become clogged.

If Tenant fails to properly maintain or repair the Premises, the Port shall be entitled, but shall not be obligated, to enter the Premises after notice to Tenant and the expiration of any applicable cure period, and perform such work as may be necessary to restore the Premises to the conditions set forth herein. The cost of such repairs shall be billed to Tenant by the Port and shall be payable upon receipt and subject to the same penalties for late payment as if such payment was additional rent. Tenant shall have no claim as deduction or offset any monies or charges against the rent paid to the Port for maintenance or repairs. Tenant has inspected the Premises and accepts the Premises "AS IS".

Tenant shall also keep the Premises free and clear of any liens and encumbrances arising or growing out of the use and occupancy of the Premises by Tenant. At the Port's request, Tenant shall furnish the Port with written proof of payment of any item which would or might constitute the basis for such a lien on the Premises if not paid. Any dispute under this Section shall be subject to dispute resolution under Section 37, **GOVERNING LAW**.

18. ALTERATIONS; SIGNAGE.

18.1 Alterations. Intentionally Omitted.

18.2 Signage. Tenant shall have no right to install Tenant identification signs in any location in or about the Premises that are visible from the exterior of the building, without first obtaining written approval of the Port. The location, size, design, color and other physical aspects of permitted signs shall be subject to (i) Port's written approval prior to installation; (ii) any covenants, conditions or restrictions encumbering the Premises and (iii) any applicable municipal permits and approvals.

19. DISPOSITION OF IMPROVEMENTS. Intentionally Omitted.

20. INSPECTION.

The Port reserves the right to inspect the Premises at any and all reasonable times throughout the term of this Lease, provided that it shall not interfere unduly with Tenant's operations. The right of inspection reserved to the Port hereunder shall impose no obligation on the Port to make inspections to ascertain the condition of the Premises, and shall impose no liability upon the Port for failure to make such inspections. The Port shall have the right to place and maintain "For Rent" signs in conspicuous places on the Premises for a reasonable period of time prior to the expiration or sooner termination of this Lease.

21. RESTORATION.

At all times during the term of this Lease, Tenant shall maintain in effect upon the Premises, fire and extended coverage property insurance for physical loss and damage excluding earthquake insurance and flood insurance, written by companies authorized to do business in the State of Washington and approved by the Port's insurance carrier. Such policy or policies (a) shall be written in the form of replacement cost insurance in an amount not less than 100% of the full replacement cost of the Premises, which amount shall be adjusted not less frequently than annually, (b) shall contain an endorsement waiving any and all rights of subrogation against the Port and (c) shall provide that notice of cancellation of the policy or any endorsement shall be given to the Port and any other party designated by the Port at least 10 days prior to cancellation. The Port and each other party designated by the Port shall be named as additional insureds and loss payees on all such policies. Tenant shall provide the Port and each other party designated by the Port with certificates of insurance evidencing such coverage, and at the Port's request shall provide copies of the actual policies. Tenant shall provide evidence of renewal at least 30 days prior to the expiration of such policy or policies. Tenant will also take out and maintain policies of insurance to cover the loss, damage or destruction of Tenant's furniture, fixtures, equipment and other items owned by Tenant on the Premises, with limits based on the reasonable value thereof.

22. DEFAULTS.

Time is of the essence of this Lease, and in the event of the failure of Tenant to pay the rental, interest or other charges provided in this Lease at the time and in the manner herein specified, or to keep any of Tenant's covenants or agreements herein, the Port may elect to terminate this Lease and reenter and take possession of the Premises with or without process of law, provided, however, that Tenant shall be given fifteen (15) days' notice in writing if the default is for the nonpayment of rent or other monetary default, or thirty (30) days' notice in writing for any other default, stating the nature of the default in order to permit such default to be remedied by Tenant within the applicable time period. If the Port issues a notice of default for the nonpayment of rent, in order to cure such default, Tenant must pay the overdue rent, together with interest as set forth in Section 4 above, plus a Fifty Dollar ($50.00) lease reinstatement fee. If during any consecutive twelve-month period, the Port has issued three notices of default, the Port shall not be required to accept the cure of any subsequent default by Tenant and may terminate this Lease or exercise any other rights or remedies available to it immediately by written notice to Tenant without the expiration of any otherwise applicable cure period.

If upon such reentry there remains any personal property of Tenant or of any other person upon the Premises, the Port may, but without the obligation to do so, remove said personal property and hold it for the owners thereof or may place the same in a public garage or warehouse, all at the expense and risk of the owners thereof, and Tenant shall reimburse the Port for any expense incurred by the Port in connection with such removal and storage. The Port shall have the right to sell such stored property, without notice to Tenant, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, and third to the payment of any other amounts which may then be due from Tenant to the Port, and the balance, if any, shall be paid to Tenant. Notwithstanding any such reentry, the liability of Tenant for the full rental provided for herein shall not be extinguished for the balance of the term of this Lease, and Tenant shall make good to the Port any deficiency arising from a reletting of the Premises at a lesser rental than that chargeable to Tenant. At the Port's option, Tenant shall pay such deficiency each month as the amount thereof is ascertained by the Port, or the Port may accelerate all future payments and Tenant shall pay the present value of all future payments at once. Payment by Tenant to the Port of interest on rents and/or any other charges due and owing under this Lease shall not cure or excuse Lessee's default in connection with rents and/or other charges. All remedies of the Port hereunder are cumulative and not alternative.

23. ADVANCES BY PORT FOR TENANT.

If Tenant shall fail to do anything required to be done by it under the terms of the Lease, except to pay rent, the Port may, at its sole option, do such act or thing on behalf of Tenant, and upon notification to Tenant of the cost thereof to the Port, Tenant shall promptly pay the Port the amount of that cost. However, if the Port shall pay any monies on Tenant's behalf, Tenant shall repay such monies, together with interest thereon commencing on the date the Port paid such monies and calculated at the greater of the rate of eighteen percent (18%) per annum, or two (2) percentage points over the composite prime rate of interest set forth in the Wall Street Journal "Money Rates" column (or its successor) most recently prior to such date.

24. HOLDING OVER.

If Tenant shall, without the consent of the Port, hold over after the expiration or sooner termination of this Lease, the resulting tenancy shall, unless otherwise mutually agreed, be on a month-to-month basis. During such month-to-month tenancy, Tenant shall pay to the Port the rate of four (4) times the then-current rental under the terms of the Lease, unless a different rate shall be agreed upon, and the Tenant shall be bound by all of the additional provisions of this Lease.

25. ASSIGNMENT OR SUBLEASE.

Except as provided below, Tenant shall not assign or transfer (including any assignment or transfer for security purposes) this Lease or any interest therein nor sublet the whole or any part of the Premises, nor shall this Lease or any interest hereunder be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise, without the advance written consent of the Port, which may be withheld in the Port's sole discretion. If Tenant is a corporation, limited liability company, limited partnership, partnership, or other form of entity or association, Tenant further agrees that if at any time during the term of this Lease, more than one-half (1/2) of the outstanding equity interests of any class of equity interests in Tenant, or the managerial control of Tenant, shall belong to any persons other than those who hold such interests or managerial control at the time of the execution of this Lease, such change shall be deemed an assignment of this Lease within the meaning of this Section. **Upon any sublease of the Premises or any part thereof, Tenant shall include the following provision in the sublease:**

> *Port Ground Lease. Lessee understands, acknowledges, and agrees that Lessor's right to the real property on which the Premises are located are pursuant to a Ground Lease between Lessor and the Port of Olympia, a copy of which is attached as Exhibit __ hereto. Lessee understands, acknowledges, and agrees that it shall be bound by all provisions in the Ground Lease to which Lessor is subject, including but not limited to provisions related to protection of air space, environmental provisions, and any limitation on use of the property and Premises. Lessee acknowledges that it has had an opportunity to review the Ground Lease in its entirety and takes no exceptions to any provisions therein.*

Notwithstanding any assignment or sublease, Tenant shall remain liable under the terms of this Lease, and this Section shall nevertheless continue in full force and effect and no further assignment or sublease shall be made without the Port's consent pursuant to this Section. Tenant shall pay all reasonable costs and attorney fees incurred by the Port with respect to any request by Tenant for assignment, sublease, or other encumbrance or transfer of this Lease or the Premises or any interest therein.

26. COMPLIANCE WITH PORT REGULATIONS/ALL LAWS.

Tenant agrees to comply with all applicable rules and regulations of the Port pertaining to the building or other realty of which the Premises are a part or to Tenant's use or occupancy thereof, now in existence or hereafter promulgated for the general health, welfare, safety and convenience of the Port, its various tenants, invitees, licensees and the general public, including without limitation, the Minimum

Standards for Commercial Activities for the Olympia Regional Airport, and payment of all fees and tariffs provided for therein or adopted in accordance therewith, as the same now exist or may hereafter be amended. Tenant further agrees to comply with all applicable federal, state and local laws, rules, regulations, ordinances, permits, orders, and decrees, including, without limitation, those relating to environmental matters, and Americans with Disabilities Act, as currently in effect or as may be hereafter amended or issued. Tenant shall defend, indemnify, and hold harmless the Port from and against all claims, costs, fees, fines, penalties, liabilities, losses, and damages incurred by the Port by reason of any charge, claim, litigation, or enforcement action related to any actual or claimed violation by Tenant of any of the laws, rules, regulations, ordinances, permits, orders and/or decrees referenced in this Section. Costs and fees shall include, but not be limited to, all direct and indirect costs and professional fees, including engineering, consultant, and attorney's fees. Any fees for any federal, state or local inspections and/or certificates required for use and occupancy of the Premises shall be paid by Tenant. The Premises are located in the EAST BAY (DISTRICT) and Tenant agrees to conform and to comply with all applicable regulations as now promulgated or as may be amended in the future.

27. HAZARDOUS SUBSTANCES.

Tenant certifies, represents, warrants, covenants and agrees that:

(a) As used in this Section 27, "Hazardous Substances" means any chemical, substance, material, waste, vapor, or similar matter defined, classified, listed or designated as harmful, hazardous, extremely hazardous, dangerous, toxic, radioactive, or pollution, or as a contaminant or pollutant, or other similar term, by, and/or which are subject to regulation under, any federal, state or local environmental statute, rule, regulation, or ordinance presently in effect or that may be promulgated in the future, and as they may be amended from time to time.

(b) As used in this Section 27, "Other Property" means any real or personal property other than the Premises (including, without limitation, surface or ground water) which becomes contaminated with Hazardous Substances as a result of operations or other activities on, or the contamination of, the Premises.

(c) Tenant shall apply for and obtain all necessary federal, state, and local permits and approvals for Tenant's use of the Premises. Tenant shall not commence any activity on the Premises until all permits and approvals required for such activity have been issued, and shall conduct all activities on the Premises in compliance with such permits and approvals.

(d) Tenant agrees and warrants for itself and its employees, agents, representatives, contractors, subcontractors, licensees, invitees, subtenants, and assigns (collectively "Tenant's Representatives"), that Tenant and Tenant's Representatives will comply with all applicable federal, state, and local laws, rules, regulations, ordinances, permits, orders, and decrees relating to the generation, recycling, treatment, use, sale, storage, handling, transport, disposal, release, and cleanup of any Hazardous Substances by any person on the Premises or other Port property (collectively "Environmental Laws"). In addition, Tenant and Tenant's Representatives will not, without the Port's prior written consent, keep on or around the Premises or any common areas, for use, disposal, treatment, generation, storage, or sale, any Hazardous Substances.

(e) With respect to any Hazardous Substance, Tenant shall:

(i) Comply promptly, timely and completely with all applicable requirements for reporting, keeping and submitting manifests and obtaining and keeping current identification numbers;

(ii) Make available for the Port's review during normal business hours, true and correct copies of all reports, manifests and identification numbers retained by Tenant or submitted to appropriate governmental authorities, and all documents and communications received from any government agencies, and provide copies to the Port of all documents requested by the Port at no cost to the Port within five (5) business days of the Port's request;

(iii) Within five (5) business days of a written report from the Port, submit a written report to the Port regarding Tenant's use, storage, treatment, transportation, generation, disposal or sale of Hazardous Substances and provide evidence satisfactory to the Port of Tenant's compliance with applicable Environmental Laws;

(iv) Allow the Port or the Port's agents or representatives to come on the Premises at all reasonable times to check Tenant's compliance with all applicable Environmental Laws; and

(v) Comply with all applicable Environmental Laws, and all requirements and standards established by federal, state, or local governmental agencies responsible for or specifically charged with the regulation of Hazardous Substances.

(f) Tenant has not and will not release or waive the liability of any party who may be potentially responsible for the presence or removal of Hazardous Substances on or from the Premises.

(g) Tenant agrees to immediately notify the Port if Tenant becomes aware of (a) any release of any Hazardous Substances or any other environmental issue or liability with respect to the Premises or any Other Property; or (b) any lien, action or notice resulting from violation of any Environmental Laws. At its own cost, Tenant will take all actions which are necessary to notify relevant and appropriate authorities of any such release and remediate any Hazardous Substances affecting the Premises, including removal, containment or any other remedial action, whether or not required by governmental authorities.

(h) If Tenant is in non-compliance with any Environmental Laws or is in non-compliance with this Section 27, it shall promptly take such action as is necessary to mitigate and correct the non-compliance. If Tenant fails to act in a prudent and prompt manner, the Port shall have the right, but not the obligation, to enter the Premises and act in place of the Tenant (with Tenant hereby appointing the Port as its agent for such purposes), and to take such action as the Port deems necessary to address or mitigate the non-compliance. All costs and expenses incurred by the Port in connection with any such action shall be payable by the Tenant and shall become immediately due and payable as additional rent upon presentation of an invoice therefor. Without limiting the foregoing, in the event of Tenant's non-compliance with any requirements in subsections (e)(i) – (v) above, any and all costs incurred by the Port with respect thereto, including but not limited to costs of inspections, monitoring, and attorney fees, shall become immediately due and payable as additional rent upon presentation of an invoice therefor.

(i) Tenant shall be fully and completely liable to the Port for, and shall defend, indemnify, and hold the Port harmless from and against any and all actual or alleged claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings and costs and expenses (including costs and professional fees, including engineering, consultant, and attorneys' fees and disbursements), which accrue to or are incurred by Tenant or the Port which arise or are alleged to arise directly or indirectly from or out of, or are in any way connected with (a) the inaccuracy of the representations and warranties contained herein, (b) the breach of any covenant contained herein, (c) any operations or activities (including, without limitation, use, disposal, transportation, storage, generation or sale of Hazardous Substances) on or about the Premises during Tenant's possession or control of the Premises which directly or indirectly result in the Premises or any Other Property becoming contaminated with Hazardous Substances or otherwise violating any applicable Environmental Laws, and (d) the cleanup of Hazardous Substances at or from the Premises or any Other Property to a level sufficiently protective of human health and the environment in compliance with all applicable Environmental Laws. Tenant acknowledges that it will be solely responsible for all costs and expenses relating to investigation (including preliminary investigation) and cleanup of Hazardous Substances from the Premises or from any Other Property. Tenant specifically agrees that the bond provided pursuant to this Lease shall extend to the indemnity agreed to in this Sub-section.

(j) Tenant's obligations under this Section 27 are unconditional and shall not be limited by any other limitations of liability provided for in this Lease. The representations, warranties and covenants of Tenant set forth in this Section 27: (a) are separate and distinct obligations from Tenant's other obligations under the Lease; and (b) shall survive and continue in effect after any termination or expiration of this Lease for any reason.

(k) Upon expiration or sooner termination of this Lease, Tenant shall have removed from the Premises any Hazardous Substances, contaminated soils or other contaminated or hazardous materials or substances deposited thereon by Tenant in a manner that complies with all applicable Environmental Laws. Any failure to complete such removal by the expiration or sooner termination of this Lease shall be deemed a holding over by Tenant subject to the provision of Section 24, **HOLDING OVER**. At the Port's request, within 30 days thereafter, Tenant shall deliver to the Port a certificate from the Thurston County Health Department certifying that the Premises comply with all applicable requirements of the Health Department concerning levels of Hazardous Substances. At such time, Tenant shall also reconfirm its representations and warranties contained herein and shall represent and warrant that upon termination of the Lease all Hazardous Substances have been removed from the Premises and have been properly and lawfully disposed of, and the Premises have been cleaned up to a level that meets all applicable Environmental Laws.

28. STORAGE TANK LICENSES.

All storage on site, whether permanent or mobile, capable of holding more than one hundred ten (110) gallons either in bulk or in separate containers or any material identified in Exhibit B shall require a separate hazardous materials license. Such license shall provide for appropriate handling and storage facilities, inspections, testing and clean up procedures and any special insurance provisions which may be required. Tenant shall comply with all laws, rules and regulations applicable thereto. Tenant shall provide Lessor with full and complete copies of any reports or other results of inspections within five (5) days after any remedial or other action required as a result of any inspection. Upon request, Tenant shall provide Lessor with a certificate of insurance evidencing Tenant's compliance with insurance requirements applicable to storage tanks. Tenant shall pay any and all costs necessary to comply with the terms of any license required under this Section and the costs of complying with any other legal or regulatory requirements associated with Tenant's storage of materials identified in Exhibit D.

29. INSPECTIONS AND NOTICE OF CHANGE.

a. Tenant agrees that inspections may be required by the Port at the Tenant's expense to assure compliance with Sections 27, **HAZARDOUS SUBSTANCES**, and 28, **STORAGE TANK LICENSES**. Such inspections shall be made once every five (5) years or at any time the Port has good cause to believe a problem may exist.

b. The Tenant shall annually identify any materials listed in Exhibit D used in the course of its ordinary business.

30. EMINENT DOMAIN.

If the Premises shall be taken or condemned for any public purpose, or for any reason whatsoever, to such an extent as to render the Premises untenantable, either Lessor or Tenant shall have the option to terminate this Lease effective as of the date of taking or condemnation, which shall be the earlier of the date the final condemnation judgment or the date possession is taken by the condemning authority. If the taking or condemnation does not render the Premises untenantable, this Lease shall continue in effect, and Lessor shall, if the condemnation award is sufficient therefor, promptly restore the portion not taken to the extent possible to the condition existing prior to the taking. If, as a result of such restoration, the area of the Premises is reduced, the rental shall be reduced proportionately. All proceeds from any taking or condemnation shall be paid to Lessor and Tenant waives all claim against such proceeds; provided, however, that Tenant shall be entitled to any award separately designated for Tenant's relocation expenses or for damage or taking of Tenant's trade fixtures or other personal property. A voluntary sale or conveyance in lieu of but under the threat of condemnation shall be considered a taking or condemnation for public purpose, and shall include the Port's use of the Premises for any purpose for public use in connection with the operation of the business of the Port. If the Port so requires the use of the Premises, then this Lease may be terminated by the Port by written notice delivered or mailed by the Port to Tenant not less than six (6) months or more before the termination date specified in the notice, and damages to Tenant, if any resulting therefrom shall be determined by agreement between the parties hereto, or in the absence of agreement, by dispute resolution as hereafter provided. Damages or other compensation shall be determined in accordance with RCW 53.08.010 and Title 8 as appropriate.

31. INSOLVENCY.

If Tenant shall: solicit acceptances of a plan of reorganization to be filed in any subsequent case under the United States Bankruptcy Code, 11 U.S.C. §§ 101-1330, as hereafter amended or any successor statute thereto (the "Bankruptcy Code"); negotiate with one or more creditors for any workout, including, but not limited to, an extension agreement, composition agreement, standoff, standby, or standstill agreement whereby the creditors agree to forebear in any fashion from their rights to collect a debt of Tenant; cease to pay Tenant's debts as they come due; admit in writing the inability to pay its debts as they come due; make an assignment for the benefit of creditors; become a party to any liquidation or dissolution action or proceeding; have appointed (voluntarily or involuntarily), a trustee, custodian, receiver, conservator, or liquidator for Tenant or for a significant portion of Tenant's assets; have entered against it any order by a district court or bankruptcy court of the United States or any of its territories that dismisses a voluntary petition under the Bankruptcy Code because the bankruptcy petition was filed in bad faith; have entered against it an order, judgment, or decree; have any of its assets levied against by writ of execution, attachment (including pre-judgment attachment), garnishment, recording of a judgment or any similar process whereby a creditor seeks to obtain a legal right to dispose of particular assets of Tenant to satisfy to any extent a debt of the Tenant to the creditor; file a voluntary petition under the Bankruptcy Code or have filed against it an involuntary petition under the Bankruptcy Code creating any automatic stay or other injunctive force protecting the assets of Tenant from the immediate collection actions of a creditor (where such involuntary petition is not subsequently dismissed within 60 days in response to pleadings filed by the Tenant by entry of an order of any district court or bankruptcy court of the United States or any of its territories); have appointed voluntarily or involuntarily, a trustee, custodian, or examiner with special powers by any district court or bankruptcy court in the United States or any of its territories; admit in an answer filed in response to an involuntary petition filed under the Bankruptcy Code that Tenant is insolvent because Tenant's assets are exceeded by Tenant's debts or that Tenant is unable to pay Tenant's debts as they come due; then, in the event any of the foregoing shall occur, the Port may, at its option, terminate this Lease.

32. PROMOTION OF PORT COMMERCE.

The purpose of the Port is to encourage the development of commerce within the Port district, and to every reasonable extent possible, increase the movement of passengers and freight through Port facilities. In furtherance of this purpose, Tenant agrees to cooperate with the Port in the promotion of these purposes during the term of this Lease, and wherever reasonably possible, to utilize the Port's facilities in the movement of freight and passengers as a part of Tenant's business activities. Nothing in this Section shall be construed to obligate Tenant to spend monies in the Port's promotional advertising, but Tenant does agree to supply such information and data for the Port's promotional and advertising activities.

33. ATTORNEY'S FEES AND COSTS.

Except as otherwise set forth in this Lease, should a dispute arise between the parties hereto as to the effect of any provision hereof and said dispute is referred to an attorney, whether for enforcement in court or for decision under mediation or arbitration, the losing party shall pay the prevailing party's actual and incurred attorney's fees; costs of court or mediation or arbitration, including such fees and costs of any appeal; other legal expenses; and collection costs, except that the amount of such fees, costs or expenses taken separately or in the aggregate, shall not be unreasonable. If such dispute arises and is later settled by the parties, such settlement shall include a specific allocation of disposition of attorney's fees on both sides.

34. NONDISCRIMINATION - SERVICES.

Tenant for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a federal Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

It is agreed that Tenant's noncompliance with the provisions of this clause shall constitute a material breach of this Lease. In the event of such noncompliance, the Port may take appropriate action to enforce compliance, may terminate this Lease, or may pursue such other remedies as may be provided by law.

35. NONDISCRIMINATION – SERVICES, CONSTRUCTION, USE.

Tenant for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that the Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

The Port reserves the right to take such action as the appropriate governmental authority may direct to enforce these provisions.

36. APPRAISAL PROCEDURE. – Intentionally Omitted

37. GOVERNING LAW.

This Lease shall be governed by and construed in accordance with the laws of the State of Washington, without regard to principles regarding choice of law. All actions and proceedings related to this Lease, including but not limited to mediations, arbitrations, lawsuits, bankruptcy proceedings, and appeals, shall have exclusive venue in Thurston County, Washington. In any action or proceeding, including but not limited to mediation, arbitration or litigation, and all appeals, brought to enforce this Lease, to determine or declare the rights and duties under this Lease, or to resolve a dispute, breach, or default in connection with any of the provisions of this Lease, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs, including but not limited to expert witness fees, incurred in such action or proceeding in addition to any other relief to which such party may be entitled.

38. JOINT AND SEVERAL LIABILITY.

Each and every party who signs this Lease, other than in a representative capacity, as Tenant, shall be jointly and severally liable hereunder.

39. INVALIDITY OF PARTICULAR PROVISIONS.

If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

40. NOTICES.

All default and other substantial notices required under the provisions of this Lease may be personally delivered or mailed. If mailed, they shall be sent by certified mail, return receipt requested, to the following addresses:

To the Port:
Port of Olympia
606 Columbia Street NW, Suite 300
Olympia, WA 98501
realestate@portolympia.com

To the Tenant:
Tom's Outboard Inc.
221 East Bay Drive NE
Olympia, WA 98501
(360) 754-3882

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. Notices given by personal delivery shall be deemed given upon receipt. Notices sent by mail shall be deemed given when properly mailed, and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

41. WAIVER.

The acceptance of rental by the Port for any period or periods after a default by Tenant hereunder shall not be deemed a waiver of such default unless the Port shall so intend and shall so advise Tenant in writing. No waiver by the Port of any default hereunder by Tenant shall be construed to be or act as a waiver of any subsequent default by Tenant. After any default shall have been cured by Tenant, it shall not thereafter be used by the Port as a ground for the commencement of any action under the provisions of Section 22, **DEFAULTS**.

42. BINDER.

Subject to Section 25, **ASSIGNMENT OR SUBLEASE** above, this Lease is binding upon the parties hereto, their heirs, personal representatives, successors in interest and assigns.

43. NO RECORDING.

Without the prior written consent of the Port, this Lease shall not be placed of record.

44. REAL ESTATE COMMISSIONS AND FEES.

Any real estate commissions or fees related to this Lease, and claims related thereto, shall be handled in accordance with Section 1, LEASE SUMMARY above.

EXHIBIT A
PREMISES
221 East Bay Drive NE, Olympia, WA 98501

EXHIBIT B

TOXIC, DANGEROUS AND HAZARDOUS SUBSTANCES STORAGE LICENSE
(License required for any material covered by
Dangerous Waste Regulations in WAC 173-303
as amended and 40 CFR Part 116-117 as amended,
copies are on file in the Port of Olympia offices)

Licensee: ______________________________
Lease: ______________________________
Term: ______________________________
(Not to exceed 5 years.)
Fee: ______________________________
Insurance: ______________________________
(The Port must be named an additional insured and entitled notice prior to cancellation.)

Renewable: For term of underlying lease so long as conditions below are met:

1. Inspections required:

a. ______________________________

____

____

b. At any time the Port has good reason to believe a problem may exist.

c. At a minimum, all tanks shall be pressure tested at least once every five (5) years to assure no loss of product into the environment (air, soil, surface or ground water).

2. Materials authorized for storage:

a. ______________________________

____

____

b. Any additional materials require the consent of the Port.

3. Additional terms:

a. The Port Engineer shall have the right to terminate this license at any time and in his own discretion, if the facilities fail to meet all federal, state or local requirements or otherwise pose a hazard of unlawful contamination or pollution and such failures are not cured within thirty (30) days of written notice or such lesser time as appropriate under emergency circumstances.

b. The licensee agrees to bear all costs of construction, operation, maintenance, inspection or repair of the approved facilities and to keep the same in good operating repair during the term of this license, and the cost of any cleanup or other activities required in the event of a spill, leak or other pollution-causing event.

c. The licensee agrees that in the event the lease terminates for any reason, that the licensee shall, at its own cost, remove any and all personal property and restore the site to its original condition (including removal of all contaminated soils or water).

d. The Port shall have the right to terminate this license upon breach of any term herein or termination of the specified lease. Breach of any term of this license shall constitute a breach of the specified lease.

e. The licensee shall compensate the Port for all costs incurred by reason of any breach of this license.

LICENSEE:

By: ______________________________
Title: _____________________________
License Date: ______________________

PORT OF OLYMPIA:

By: ______________________________
Title: _____________________________

WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed by authorized representatives on the dates set forth below.

LESSOR:

PORT OF OLYMPIA, a Washington municipal corporation

By: ___________________________________

Name: Alexandra K. Smith

Title: Executive Director

TENANT:

TOM'S OUTBOARD INC., a Washington corporation

By: Terrie Turnbow

Name: Terrie Turnbow

Title: Vice President

Approved as to Form:

By: ___________________________________

Name: Christopher Pierce-Wright,

Dickson Frohlich Phillips Burgess PLLC

Title: General Counsel, Port of Olympia

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On this ______ day of ______________, 20___, personally appeared before me **ALEXANDRA K. SMITH** to me known to be the Executive Director at the Port of Olympia, the municipal corporation named in the within and foregoing **Lease Agreement,** and acknowledged to me that he signed the same on its behalf, as he is so authorized to do, as his free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

____
(Print Name) ______________________________
NOTARY PUBLIC in and for the State of Washington,
residing at ______________________________
My commission expires: ______________________

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On this 5 day of August, 2026 personally appeared before me Terrie Turnbow, to me known to be the Vice President at the entity named in the within and foregoing **Lease Agreement,** and acknowledged to me that he signed the same on its behalf, as he is so authorized to do, as his free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Karla Ann Robertson
(Print Name) Karla Ann Robertson
NOTARY PUBLIC in and for the State of Washington,
residing at Olympia
My commission expires: 12/5/29

KARLA ANN ROBERTSON
Notary Public
State of Washington
Commission # 26000408
My Comm. Expires Dec 5, 2029

COVER MEMO

Briefing Date/Time:	August 10, 2026
Staff Contact/Title:	Warren Hendrickson, Director of Operations/Acting Airport Senior Manager, 360.528.8074, warrenh@portolympia.com
Subject:	Craig Properties Lease Amendment No. 6
Purpose:	☐ Information Only ☒ Decision Needed

Type of Agenda Item:

- Consent Calendar

Background:

Tenant Steve Craig (dba Craig Properties) had previously developed a private airport in Chehalis. His current hangar at Olympia Regional Airport is a privately-owned hangar on a Port land lease, used for the housing of multiple general aviation aircraft.

This land lease parcel is located west of the airport's main north-south runway at 945 Malin Lane, Tumwater, WA. The current 30-year lease term commenced on April 15, 2008 and extends through April 14, 2038 with one 20-year extension option available. Craig Properties has and remains in good standing per the terms of the lease.

This amendment memorializes the rent calculation method for the second fifteen (15) years of the initial term.

Terms, Summary, and Financial Impact:

- Effective date: July 1, 2026-June 30, 2027
- Monthly payment: $875.81 plus LET
  - Annual revenue: $10,509.72 plus LET
- Future annual adjustments: 2027-2038
- Annual adjustment rate: 3%
- 2038 option terms, if elected:
  - Land lease rate adjusted to the then Commission-approved rate.
  - At least 3% increase over then current rate.
  - Additional 10% escalation every 5 years thereafter.

Alignment with Vision 2050:

This lease aligns with the following Vision 2050 Focus Areas:

Focus Area: Airport Functions

- Goal: Maximize the economic and community value of the Olympia Regional Airport in accordance with FAA Master Plan regulations.
- Action item #30: Research strategies used by other airports of similar size to determine best practices and opportunities.

Environmental Considerations and Review:

The lease premises are located within the Port's Airport District. This tenant actively complies with Department of Ecology and City of Tumwater environmental regulations.

Alternatives Considered

1. Approve Craig Properties Lease Amendment #6.
   a. Result: The Port and Lessee, an existing business owner in our community, maintain compliance with lease terms, the lease rent schedule is satisfactorily memorialized for both parties, and the Port receives a known increase in annual rent revenue as defined in this lease amendment.
2. Do not approve Craig Properties Lease Amendment #6.
   a. Result: The Port rejects an identified need to memorialize the annual rent schedule rate adjustment, resulting in a loss of current and future revenue.

Staff Recommendation:

Approve as presented.

Document Attached:

Craig Properties Lease Amendment #6.

LEASE AMENDMENT NO. 6

PORT OF OLYMPIA GROUND LEASE
AIRPORT

THIS LEASE AMENDMENT NO. 6 made this ____ day of ______________, 2026, by and between the **PORT OF OLYMPIA,** a Washington municipal corporation (hereinafter referred to as the "Port"), as Lessor, and **STEVE CRAIG/CRAIG PROPERTIES,** a Washington corporation, (hereinafter referred to as "Tenant"), as Lessee.

WITNESSETH:

WHEREAS, the Port and Tenant entered into a Ground Lease on April 3, 2008, covering specific premises (the "Premises") for construction and operation of an aircraft hangar and associated office space for the purpose of storage, servicing, minor repair, and preventative maintenance of aircraft and the administration of flight operations and corporate affairs; and

WHEREAS, the Port and Tenant amended the Lease by Lease Amendment No. 1 dated November 5, 2008, which memorializes further rent revisions for the second fifteen years of the Initial Term are to be based on fair market value as determined by the Thurston County Assessor's valuation; and

WHEREAS, the Port and Tenant amended the Lease by Lease Amendment No. 2 dated April 11, 2011, to memorialize the first rent adjustment to the Monthly Minimum Ground Rent during the first fifteen (15) years of the Initial Term and subsequently revising the surety requirement accordingly; and

WHEREAS, the Port and Tenant amended the Lease by Lease Amendment No. 3 dated April 9, 2014, to memorialize the second rent adjustment to the Monthly Minimum Ground Rent during the first fifteen (15) years of the Initial Term and subsequently revising the surety requirement accordingly; and

WHEREAS, the Port and Tenant amended the Lease by Lease Amendment No. 4 dated April 25, 2017, memorializing the Monthly Minimum Ground Rent adjustment and the surety requirement accordingly; and

WHEREAS, the Port and Tenant amended the Lease by Lease Amendment No. 5 dated May 29, 2024, memorializing the method establishing the land lease rate, the Minimum Ground Rent for the initial three (3) years of the second fifteen years of the Initial Term, the frequency of rent adjustment for the remainder of the Initial Term and restating the rent adjustment date.

WHEREAS, the Port and Tenant now desire to further amend the Lease for the purpose of memorializing the calculation method of the Minimum Ground Rent escalation for the remainder of the second fifteen years of the Initial Term and any renewals, the frequency of the rent adjustment for the remainder of the Initial Term and restating the rent adjustment date.

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED that the Lease between the parties is hereby amended as follows:

1. Paragraph 1, **LEASE SUMMARY, MINIMUM GROUND RENT** shall be amended as follows:

   The Port and Tenant understand and agree that the rent for July 1, 2026-June 30, 2027, shall be adjusted by the current Consumer Price Index (CPI) for All Urban Consumer (CPI-U) in the Seattle-Tacoma-Bremerton area, all items, issued by the Bureau of Labor Statistics of the US Department of Labor which is equal to 11.09%. This equals a new monthly rent of Eight Hundred Seventy-Five Dollars and Eighty-One Cents ($875.81) plus Washington State Leasehold Tax (LET).

   Commencing July 1, 2027, and every year thereafter, the annual increase shall be equal to three percent (3%).

   Commencing on the first increase date, July 1, 2038, following Tenant's exercise of their first option term, the minimum ground rent will be calculated based on the then current commission policy but no less than the current rent rate. Rent will then continue to escalate at three percent (3%) annually except for every fifth year which will adjust as follows:
   every 5 years thereafter, the minimum ground rent shall be adjusted to the then current commission rate but no less than the current rent rate.

2. Paragraph 1, **LEASE SUMMARY, SURETY** shall be amended as follows:

   Effective July 1, 2026, the Surety Amount required shall be Eleven Thousand Eight Hundred Fifty-Nine Dollars and Twelve Cents ($11,859.12 USD), which constitutes one year worth of rent plus LET. The surety will increase annually in the same manner as the minimum ground rent stated above.

THE REST AND REMAINDER OF THE LEASE shall remain in full force and effect and is affirmed and ratified by the signatures of the parties.

LESSOR:
PORT OF OLYMPIA

By: ____________________
Alexandra K. Smith
Executive Director

TENANT/LESSEE:
CRAIG PROPERTIES

By: Steve Craig
Steve Craig
Owner

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that **ALEXANDRA K. SMITH** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Executive Director of the Port of Olympia, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED this ______ day of __________________, 2026.

____
Print Name: ____________________________
NOTARY PUBLIC in and for the State of
Washington, residing at _____________________
My appointment expires: ___________________

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that **STEVE CRAIG** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Owner of Craig Properties, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED this 14th day of July, 2026.

MICHELLE RAE ROBERTSON
NOTARY PUBLIC #126751
STATE OF WASHINGTON
COMMISSION EXPIRES
MAY 9, 2027

Michelle Rae Robertson

Print Name: Michelle Rae Robertson
NOTARY PUBLIC in and for the State of Washington, residing at Thurston County
My appointment expires: May 9, 2027

COVER MEMO	
Briefing Date/Time:	August 10, 2026
Staff Contact/Title:	James Sommer, Public Works Program Manager, 360.528.8005 JamesS@PortOlympia.com
Subject:	2025-1046 – Professional Services Contract Amendment
Purpose:	☐ Information Only ☒ Decision Needed

Type of Agenda Item:
This consent agenda item is a contract amendment for an increase in spending authority for the Port's contract with the civil engineering firm of Skillings, Inc. This will be the 1st amendment to the contract.

Background:
The Skillings contract (2025-1046) for Professional services was executed under Executive Director authority on October 13, 2025, after a competitively solicited request for qualifications. The contract contemplates work done under a series of task orders. The initial term of the contract is through September 30, 2028, with a not to exceed amount of $99,999.00.

Under this contract there have been 2 task orders issued totaling $64,317.00 in committed funds.

Summary and Financial Impact:
Port staff requests Commission authorization for the Executive Director to execute a contract amendment with Skillings.

This contract amendment with Skillings will add $100,001.00 to its not-to-exceed professional services contract authority, for a new total not-to-exceed amount of $200,000.00.

Environmental Considerations and Review:
N/A

Options with Pros and Cons:
This amendment enables Skillings to provides professional services in support of Port tasks and other projects that arise throughout the duration of this contract.

Without this amendment to increase spending authority, the Port will be limited in its ability to advance tasks and projects requiring the services outlined above.

Staff Recommendation:
Approval of amendment via the Consent Agenda for the Professional Services contract of Skillings (Contract #2025-1046), as outlined in this cover memo.

Document(s) Attached:

- Statement of Qualifications - Skillings

April 22, 2025

Port of Olympia
Hannah Ellis
Contracts Secialist
hannahe@portolympia.com
(360) 528-8040

James Sommer
Contract Manager
jamess@portolympia.com
(360) 528-8005

RE: Unit Priced Professional Services Pool

Dear Hannah and James,
The Skillings team is excited about this opportunity and is committed to providing the top-notch services the Port of Olympia desires. Skillings has provided consulting engineering services for capital improvement projects that encompass our experience in site development, transportation, stormwater, environmental, water, wastewater, and surveying since 1983. Skillings has provided these services to the Port of Olympia for over 25 years and has enjoyed working closely with Port staff.

We are Bold, Creative, and Responsive. Our process is to engage with our clients to explore and investigate alternative solutions where possible, communicating continually and executing the best solutions based on our client's needs. Our working relationship with the Port will continue to be a benefit as we understand how design decisions fit into program goals. Communication is a top priority between members of our team and your staff. Establishing a consistent communication schedule through bi-weekly project status updates allows us to progress quickly and deliver your project in the shortest possible time frame.

We have provided professional services to numerous public agencies, municipalities, and Ports throughout the Pacific Northwest, but working with the Port of Olympia is especially rewarding to our staff. As we live, work, and play in the South Sound, this is our home and our community. We look forward to being able to continue supporting our community as we help you complete your strategic goals.

The Skillings team provides expertise for:
- Engineering
- Surveying
- Landscape Architecture
- Project and/or Construction Management
- Archeological/Cultural Resources

Our dedicated staff will deliver efficient, cost-effective services on all Port projects. As the proposed Principal-in-Charge, I certify that the entire proposed project team will support the Port of Olympia's needs with 24-hour emergency availability, immediate response, and timely delivery of all project services.

Skillings focuses our energy on building relationships with our clients. We thank you in advance for your consideration and look forward to working with you again. If you have any questions, please call me at (360) 491-3399.

We look forward to the opportunity to serve the Port of Olympia.

Sincerely,

Patrick Skillings, PMP
Principal-in-Charge
pskillings@skillings.com

www.skillings.com
5016 Lacey Blvd. SE
Lacey, WA 98503
(360) 491–3399

SKILLINGS

Experience with Port of Olympia

Skillings has been providing design services to the Port of Olympia for over 20 years. In the last five years, Skillings has provided a variety of services from our on-call contracts with the Port. Skillings is familiar with the extent of Port properties, having completed a Port-wide Pavement Assessment for site ranging from the Marine Terminal, Boatworks, properties surrounding the Farmers Market, and roads and properties in the New Market vicinity and around Olympia Airport.

Over the last five years, Skillings' survey department has conducted topographic survey and lease boundary surveys for the Port. Lease boundary survey and preparation of legal descriptions have been used by the Port in tenant lease agreements. Skillings has also prepared preliminary plans for proposed lease improvements and is actively working on retrofit of the Boatworks yard stormwater system and development of an expansion of the Boatworks yard.

Skillings has an in-depth understanding of Port needs, has working relationships with James Sommers, Shawn Gilbertson, Damien Egan, Chris Paolini, and many others at the Port.

Our long-standing experience at the Port gives us the historical knowledge of Port infrastructure that is often lost when Port staff transitions. This experience also extends to working with the City of Olympia, the City of Tumwater, and the LOTT Clean Water Alliance. We have included proposed teaming partners that can provide the services requested, many that have worked on past Port projects as part of the Skillings team.

Skillings' has additional experience working with the Port of Grays Harbor and the Port of Anacortes. This experience demonstrates that we know how Ports work, both with the public and with their tenants.

Our On-Call Manager, Patrick Skillings, has decades of experience working with elected officials and other community stakeholders. From providing transparent communication to executing project tasks, Patrick understands that the job is often a balance between project needs and meeting the overall objectives of the Port and our Community.

Our Team

SKILLINGS

- Civil
- Environmental
- Construction Management
- Survey

SARGENT
CLIENT FOCUSED ENGINEERING

- Structural

HULTZ BHU
engineers inc

- Electrical
- Mechanical

WestLand
100% EMPLOYEE OWNED
Engineering & Environmental Services, Inc.

- Archeological
- Cultural Resources

GRI

- Geotechnical

HBB
LANDSCAPE ARCHITECTURE

- Landscape Architecture

Engineering

Skillings helps our clients plan, design and build projects to meet the needs of their users. While the design and permitting of the project is important, so too is the understanding of the way communities and the public rely on Port facilities and the way they are used for commerce, community gathering, and recreation. Skillings has provided civil engineering/design, AutoCAD/GIS support, and environmental services on an on-call or roster-based contract for clients such as the Port of Olympia, City of Anacortes, Port of Grays Harbor, and Port of Tacoma. Our services include working as an extension of our clients' staff on independent PS&E project tasks. We utilize the LAG Manual, Environmental Procedures Manual, and Ecology Stormwater Management Manuals for the majority of our projects.

For 42 years, Skillings has served government, local agencies, and special districts by successfully completing over 2,500 projects. Ninety-one percent of our work is for returning clients. This is a record that can give you confidence in our long-term commitment to service our clients. Skillings is familiar with the Port's requirements, standards, and expectations, and can perform work that meet's your expectations. In addition, our office of more than 40 employees has the breadth and depth of resources to mobilize quickly for any size task order. The Skillings team commits to providing the right expertise and capacity to meet your needs. We have the depth to add additional staff to the project team as necessary and will work directly with you to develop an action plan that fulfills your schedule requirements. On-Call Manager, Patrick Skillings will ensure that the time commitment of key members and support resources are dedicated as necessary for successful project delivery.

Engineering Services We Can Provide

Pre-Design, Investigations, & Studies
Preliminary Design Reports
Structural Evaluations & Design
Mechanical & Electrical Design
PS&E Preparation
Shoreline Management Act Permitting
Olympia Development Review/SEPA
Aquatic Permitting (Section 401/404, HPA)
Cost Estimating & Bidding Support
Storm Detention/Water Quality Design
Sanitary Sewer Design/Lift Stations
Water Utility/Connection Design
Roadway & Intersection Design
Pavement Rehabilitation & Overlay Design
ADA Accessibility Designs
Access Roads
Site Grading
Parks and Multi-Use Trails
Signage and Public Outreach Materials

Experience with Similar Tasks

Port of Olympia | Boatworks Dry Storage Expansion
Port of Olympia | Marine Drive Reconstruction
Port of Olympia | Port-wide Pavement Assessment
Port of Olympia | "Sharkfin" Legal Description
City of Lacey | 5700 Lacey Blvd Hazardous Material Investigation
City of Bainbridge Island | Pump Station Shoreline Permitting
City of Gig Harbor | 50th St Ct Shoreline Permitting
Port of Olympia | Swantown Marina Expansion
City of Anacortes | Sediment Sampling, NPDES Compliance
Port of Grays Harbor | Terminal 4 Extension Permitting
City of Chehalis | Chehalis-Centralia Airport Pump Station Rebuild

Patrick Skillings, PMP
Principal-in-Charge, On-Call Manager

Michael Adams, PE
Engineering Lead

John Hnatsihin, EIT
Utilities Lead

Ian Lee, PE
Stormwater Lead

Eli Pogue
Environmental Lead

Engineering Subconsultants

Sargent Engineers was founded in Olympia, Washington and has provided client-focused engineering services on structural projects for over seventy years. From bridges and culverts deep within Washington's National Forests,to complex multi-span bridges across major interstate highways, Sargent Engineers has the expertise to design structural elements for the Port of Olympia's projects. they work closely with government agencies, tribes, conservation organizations, and local stakeholders to deliver designs that meet local regulations and address all needs and concerns of the community. Sargent prioritizes environmental factors when implementing designs and processes. Their team is proficient in all associated aspects of structural design, including roadway design, retaining walls, and construction administration. They have a successful track record of working with complex project teams and have the ability to fit their services into your project timeline to maximize schedule and cost efficiency.

Skillings has partnered with Sargent Engineers for over 20 years to provide structural design support. Skillings utilizes Sargent for retaining wall design, structural spans, vertical structures (buildings and canopies), and shop drawing review during construction contract management.

Hultz|BHU Engineers (Hultz) is a mechanical/electrical engineering consulting firm located in Tacoma. Established in 1990, Hultz|BHU Engineers has extensive experience with On-Call projects. They are currently the State On-Call Mechanical Engineer, as well as the current On-Call Mechanical and Electrical Engineer for numerous Counties, Cities Ports, and School Districts throughout Washington State. They have had the opportunity to work with the City of Olympia for over twenty years, becoming familiar with their facilities and staff. They are experienced in all types of institutional building mechanical, plumbing and electrical systems.

Skillings has partnered with Hultz for over 10 years to provide electrical and mechanical design support. Skillings has utilized Hultz for illumination power supply, pump station design support, SCADA design, ventilation, and electrical design. Skillings recently worked with Hultz to complete shore power upgrades at Swantown Marina on the B, C, and L docks.

Since 1984, GRI has been providing a comprehensive suite of geotechnical, geological/hazmat, seismic, and pavement engineering services across the Pacific Northwest. Their team of 61 skilled engineers and geologists delivers tailored solutions to meet the unique needs of our clients throughout the region. GRI has over 7,700+ successful projects in Oregon and Washington.

Skillings has partnered with GRI for multiple Port of Olympia projects over the last two years. Skillings utilized our existing on-call agreement with the Port to have GRI complete pavement assessment within the airport facility, including load rating assessment for a helicopter pad and along the runways. Skillings also partnered with GRI to complete a multiple project geotechnical investigation. GRI, as a sub-consultant to Skillings, provided the pavement design in support of the Marine Drive Freight Corridor Reconstruction Project and design recommendations to restore the Anthony's/Rant's Group parking lot.

Landscape Architecture
Subconsultant

Since 1990, HBB Landscape Architecture (HBB) has provided landscape architecture and urban design services for more than ten Washington Port Districts with an array of improvements that provide public access, increased accessibility, and opportunities for the enjoyment of our regional landscapes. HBB has successfully incorporated sustainable design and/or public art with landscape architecture in recent facility projects for the ports of Seattle, Edmonds, Everett, Port Angeles, Kalama, and Anacortes. These projects include sites at airfields, marinas, waterfronts, RV parks, or within redeveloping industrial lands with positive economic redevelopment as a goal. Having worked on more than 70 port marine and airport facility projects, we often balance public access, sustainability, long-term landscape maintenance programs, and port operations. We are familiar with the requirements of designing on waterfronts including JARPA and SEPA permitting, wave attenuation, and saltwater spray resistance. Having worked on over 16 projects at Sea-Tac Airport, HBB understands the context of site design adjacent to airfield operations and are familiar with security needs, AOA restrictions, FAA flight approach procedures and FAA Advisory Circulars on wildlife habitat management. Our personal commitment to creating a sense of place within our projects is evidenced by our nurturing of great ideas and the integration of resilient solutions at Port Districts to further industrial, trade, tourist, and economic activity.

Services HBB Can Provide
Landscape Planning & Design
Public Access Piers
Streetscapes
Parks, Esplanades, & Trails
Community Outreach Programs
Grant & Funding Assistance
Crime Prevention via Environmental Design

Skillings has partnered with HBB for over 20 years to provide landscape architecture design in support of our projects. Skillings has utilized HBB to provide landscape design in planter strips and around stormwater facilities, and for irrigation design in landscaped areas. Skillings also partners with HBB to develop trail design and park amenities.

HBB is a certified **Disadvantaged Business Enterprise (DBE No. D2F0008876)** and **Woman-owned Business Enterprise WBE No. W2F0008876).**

Experience with Similar Tasks
Port of Anacortes | Cap Sante Marina – Central Pier & Esplanade
Port of Anacortes | Cap Sate Marina – North Basin RV Park
Port of Anacortes | Former Scott Paper Mill Clean-Up – Phase 1-3, Seafarers' Memorial Park
Port of Bellingham | Bellweather Development at Squalicum Peninsula
Port of Bellingham | Fisherman's Memorial Public Involvement Program
Port of Everett | Waterfront Place Central: Streetscapes, Parks, and Esplanade
Port of Everett | 10th Street Marine Park
Port of Seattle | Remote Consolidated Rental Car Facility
Port of Seattle | Landscape Guidelines, Standards, and Master Plan
Port of Seattle | Fisherman's Terminal
Port of Seattle | Jack Block Park and Public Waterfront Access
Port of Seattle | Shilshole Bay Marina, Entrance Landscape Remodel
Port of Kalama | Kalama Cruise Ship Terminal

Dean W. Koontz, ASLA, CPD
Landscape Architecture Lead

Archeological/Cultural Resources
Subconsultant

WestLand was founded in 1997 and has grown to seven offices across the west, including two in Washington. Their team is comprised of principal investigators, project managers, field supervisors, field archaeologists, and tribal monitors. Westland employs experts in Washington regulations, prehistoric cultures, cultural landscape studies, artifact analysis, and archival research. WestLand's Principal Investigators (PIs) and Project Managers (PMs) are all Secretary of the Interior (SOI) qualified archaeologists. Their local Washington staff have decades of combined experience working with local tribes and agencies, obtaining Washington Department of Archaeology and Historic Preservation (DAHP) excavation permits, recording and evaluating archaeological sites, conducting data recovery and surveys, monitoring project construction, curating artifact collections, assessing site conditions, and analyzing artifacts.

Skillings has partnered with Westland for five years to provide cultural and historical reviews on capital projects. Skillings has utilized Westland to complete evaluation under Executive Order 21-02 and Section 106 for federal projects.

Services WestLand Can Provide
Desktop Cultural Resources Review
Cultural Resources Field Survey
Mitigation and Data Recovery Plan
Archaeological Monitoring
Historic Property Inventory and Evaluation
Archaeological Site Eligibility Testing

Washington Dept. of Fish & Wildlife | On-Call Cultural Resources Services
This project involved on-call cultural resource services in support of a variety of Washington Department of Fish and Wildlife (WDFW) initiatives statewide. WestLand was contracted to assist with compliance under Section 106, SEPA, and Washington Executive Order 21-02 for projects including construction, land acquisition, habitat restoration, hatchery maintenance, and recreation facility improvements. Tasks performed included desktop analyses, pedestrian surveys, shovel testing, damage assessments, archaeological monitoring, GIS database development, and coordination with Tribes, DAHP, and multiple agencies. Select efforts included archaeological site documentation for FEMA-supported riverbank restoration, a six-mile fence survey in Kittitas County, and broadband infrastructure surveys in Clallam, Lewis, and Island counties. Deliverables included technical reports, inadvertent discovery plans, and cultural resources assessments tailored to each project's compliance needs.

East Town Crossing, LLC | Damage Assessment, Testing, Monitoring, and Site Preservation
This project involved an inadvertent discovery and damage to a precontact archaeological site during construction activities. WestLand was contracted to assess site damage and coordinate with the Puyallup Tribe and agencies to document the site and avoid further damage within the project footprint. Tasks included a rapid archaeological site documentation and damage assessment; construction monitoring; pedestrian survey and shovel testing; development of an infilling plan to preserve a precontact feature in situ; and coordination with the Puyallup Tribe, the United States Army Corps of Engineers (USACE), and DAHP. A final report with Tribal comments addressed was submitted on February 11, 2025.

Experience with Similar Tasks
USDA Forest Service | Huckleberry Defensive Fire Protection Zone
Rayonier | Port Gamble Archaeological Resources Management Plan
City of Shoreline | Cultural Resources Inventory and Complete of State Environmental Policy Act for Parks Bond

Jennifer Hushour, MSc, RPA
Archeology/Cultural Resources Lead

Surveying

Survey is a core service that Skillings provides, and we maintain a skilled in-house survey crew that will provide highly accurate survey projects for the Port. Skillings has the depth to successfully deliver your on-call surveying service tasks. Our team is fully capable of providing the Port with ALTA, Boundary, Construction, Topographic, Planimetric, Hydrographic, Bathymetric, Boundary Line Adjustments, Binding Site Plans, Short Plats, Legal Descriptions as well as other tasks as assigned.

Skillings has 42 years of experience doing research, field work, review and preparation of documents, drawings and exhibits.

Historically, Skillings has provided surveying services to the Port of Olympia for many decades. Skillings' survey department has excessive knowledge of the Port of Olympia ownership and services. This work has included preparing Binding Site Plans and revisions, Short Plats, topographic surveys, legal descriptions for leases and setting Port of Olympia specific horizontal and vertical control.

Experience with Similar Tasks

Port of Olympia | On-Call Surveying Services
Pierce County | On-call Surveying Services
City of Tumwater | On-Call Surveying Services
City of Bremerton | Roundabout & Safety Improvements
City of Bainbridge Island | Lovell Ave. Sewer Beach Mains
City of Gig Harbor | Harborview Dr Improvements

Paul Young, PLS
Survey Manager

Mick Benales
Chief of Parties

Jacob Stack
Survey Party Chief

Matt Gallagher
Survey Technician/sUAS Pilot

Jacob Snyder
Field Technician

Paul has over 30 years of survey experience, including: boundary surveys, ALTA surveys, BLAs, topographic surveys, right of way plans and certification maps, Aquatic Surveys, Cadastral Surveys, GPS surveys, construction staking, and writing legal descriptions. She has worked in all types of conditions, from urban corridors to forest land and aquatic environments.

In addition, our team will be able to immediately access the work site, as our Survey Party Chief (Jacob Stack) has a current TWIC card for access to Port facilities.

Survey Services We Can Provide

ALTA
Boundary
Construction
Topographic
Planimetric
Hydrographic
Bathymetric
Boundary Line Adjustments
Binding Site Plans
Short Plats
Legal Descriptions
Other Tasks as Assigned

Project and Construction Management

Skillings maintains an experienced construction management group, which includes construction managers/resident engineers, site inspectors, field engineers, and office engineers. Our construction management follows the following approach: Field inspectors prepare an IDR daily; providing detailed documentation. Our staff makes certain that materials documentation is completed and that it meets the requirements of the contract. The use of IDRs allows us to track the contractors' activities daily and report back to the Port on project status. The office engineer approves shop drawings and addresses requested change orders. More importantly, our office engineer and construction manager work to identify risks during construction and develop mitigation strategies to minimize risk. Our construction staff works to identify potential claims and works with the contractor and owner to avoid any contractor claim. A key part of construction management will be to prepare or review construction estimates.

For marine inspection, we have on staff a certified commercial diver that also holds a certification as an ASTM Level II nondestructive testing inspector. For future projects, additional options for nondestructive testing through the use of ultrasonic testing, dye penetrant, sounding, and visual inspection can all be applied to the structural analysis of infrastructure within the marine environment. Visual inspection combined with sounding, a technique which utilizes a hammer and listening for defects. These simple methods allow for a quick assessment to be performed that helps to pinpoint troubled areas early on during the inspection.

Project & Construction Management Services We Can Provide

Bidding Support
Construction Administration & Management
Submittal Review
Shop Drawing Review
Construction Documentation
Construction Inspection
Project Close-Out

Skillings understands the value of every dollar expended for public projects and will work with the contractor to develop the most cost-effective solution in the event of a change order. Our success comes from good communication with both the contractor and the Owner, facilitating a good relationship and successful project.

Experience with Similar Tasks

Pierce County | Huge Creek Construction Management
City of Anacortes | Sewer Outfall Repair Construction Management
City of Yelm | Access Road Construction Management
WA DNR | Grouse Ridge Construction Management

Patrick Skillings, PMP
Project/Construction Manager

Michael Adams, PE
Engineering Lead

Jim Skinner
Construction Management/Inspection

Ian Lee, PE
Office Engineer

References

Engineering References
James Sommers, Contract and Grant Administrator, Port of Olympia
(360) 528-8005, jamess@portolympia.com

Kenneth "Chris" Hammer, City Engineer, City of Port Orchard
(360) 876-4991, kchammer@portorchardwa.gov

Nick Ataie, PE, Project Manager, City of Bremerton
(360) 473-2306, nick.ataie@ci.bremerton.wa.us

Survey References
Sean Hanberg, Projects Manager, Pierce County Parks
(253) 798-4739, sean.hanberg@piercecountywa.gov

Chris Munter, P.E. Project Manager, City of Bainbridge Island
(206) 780–3720, cmunter@bainbridgewa.gov

Brandon Hicks, P.E. City Engineer City of Tumwater
(360) 754-4140, bhicks@ci.tumwater.wa.us

Project and Construction Management References
Susan Shaffer, P.E., Region Engineer
WA State Department of Natural Resources, South Puget Sound Region
(360) 902-1176, susan.shaffer@dnr.wa.gov

Patrick T. Hughes, P.E., City Engineer, City of Yelm
(360) 458-8499, patrickh@yelmwa.gov

COVER MEMO

Briefing Date/Time:	August 10, 2026
Staff Contact/Title:	Mike Reid, Director of Community and Economic Development, 360.528.8071, Miker@portolympia.com
Subject:	BT-OH LLC (UPS) Lease Amendment #5
Purpose:	☐ Information Only ☒ Decision Needed

CONSENT ITEM

Tenant Snapshot:
Lease Name: BT-OH LLC (UPS)
Leased Address: 7383 New Market Street, Tumwater WA 98501
Lease Type: Land 3.43 Acres
Lease Effective Date: April 21, 1972
Term: January 1, 2007 – May 31, 2017 + Two 10-Year Options
Lease Expires: May 31, 2037
Use: The site was developed in 1972 and is utilized by the UPS for distribution and delivering packages to the regional community.

Background:
The Port and BT-OH LLC amended and restated the ground lease on April 23, 2007 for the New Market Industrial Campus site. The original lease term ran from June 1, 1972 through May 31, 1992 with four 5-year options. The current lease term runs from January 1, 2007 through May 31, 2037. BT-OH LLC has remained in good standing throughout the lease.

The tenant is now requesting Amendment No. 5, which adds two additional 10-year options, extending the potential lease duration to May 31, 2057. Under Amendment No. 3, rent is subject to a 10% increase every five years through the remainder of the term.

Documents Attached:
Exhibit A – Lease Premises
Copy of Lease Amendment #5

Summary and Annual Financial Impact:

Current lease terms:

- Currently: $75,139.20 annually
- June 1, 2027 – May 31, 2031: $82,653.12 annually
- June 1, 2031 – May 31, 2037: $90,918.43 annually
  10% increase every five years.

Proposed extension:

- Future rent increases will be at the then Commission approved rate or a 10% increase every five years, whichever is greater.

Vision 2050 Alignment:

The lease amendment supports Vision 2050 objectives by maintaining stable industrial and commercial activity at the New Market Industrial Campus. By extending UPS's long-term presence, the amendment reinforces continued employment within a key logistics facility, supports efficient use of Port-controlled industrial lands, and contributes to regional goods-movement infrastructure. These outcomes are consistent with Vision 2050 goals for sustainable economic development and long-term utilization of strategic commercial properties.

Affected Parties:

Port of Olympia and BT-OH (UPS).

Alternatives Considered

- **Approve Lease Amendment No. 5:** Two additional 10-year options are added, extending the lease to May 31, 2057. Rent adjustments and increases remain as established under prior amendments. The tenant continues operations under updated lease terms.

- **Do Not Approve Lease Amendment No. 5:** The lease retains its current expiration date of May 31, 2037. No additional options are added, and existing rent escalation terms continue per lease.

Staff Recommendation:

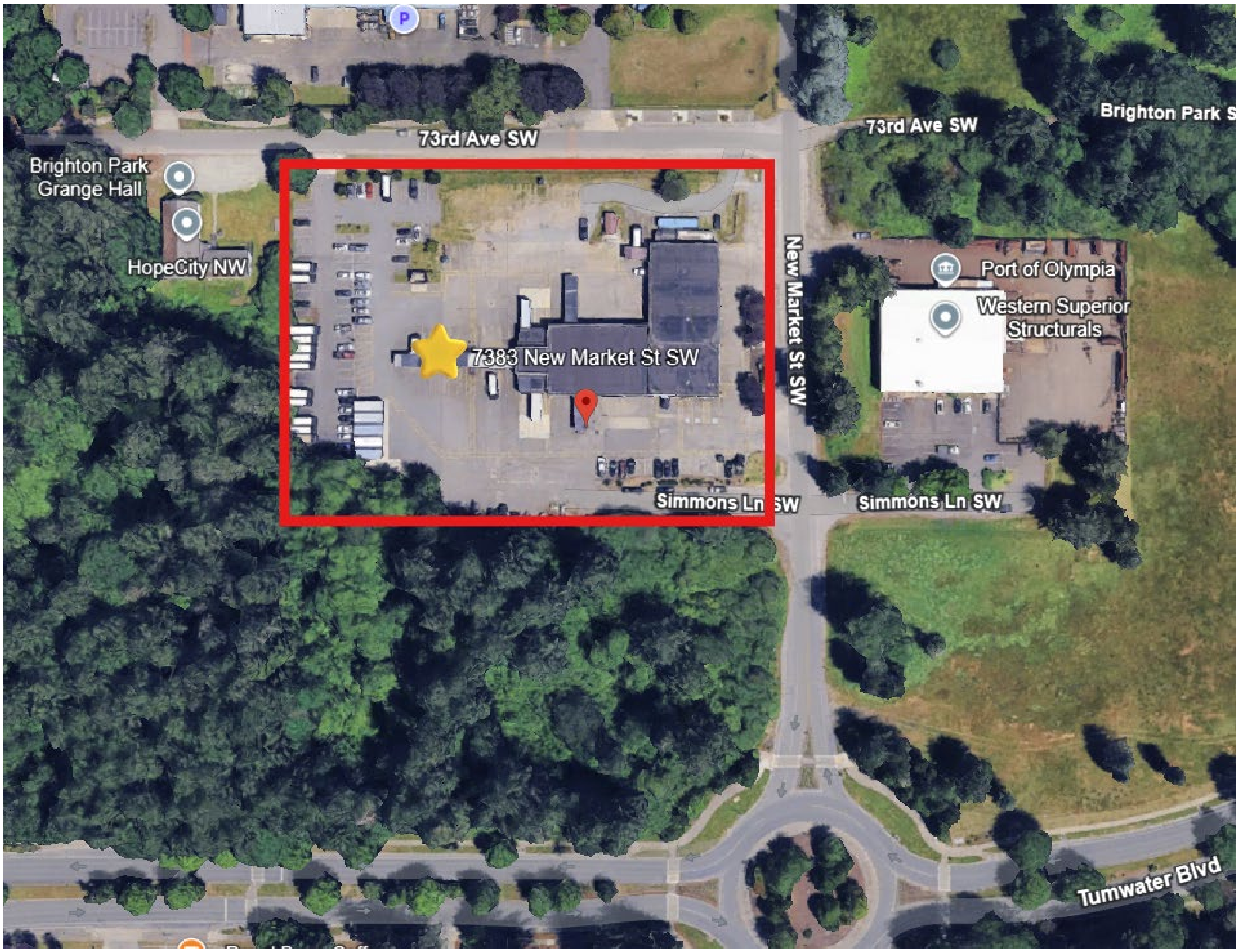
Approve Lease Amendment #5 as presented on the consent calendar.

EXHIBIT A

LEASE PREMISES

7383 New Market St. SW, Tumwater, WA

3.43 Acres (outlined in red)



LEASE AMENDMENT NO. 5

PORT OF OLYMPIA GROUND LEASE
NEW MARKET INDUSTRIAL CAMPUS

THIS LEASE AMENDMENT NO. 5 is made this ______ of ______________, 2026, by and between the **PORT OF OLYMPIA,** a Washington municipal corporation (hereinafter referred to as the "Port"), as Lessor, and **BT-OH, LLC**, a Delaware limited liability company, dba UNITED PARCEL SERVICE (hereinafter referred to as Tenant"), as Lessee.

W I T N E S S E T H:

WHEREAS, the Port entered into an Amended and Restated Ground Lease Agreement dated April 23, 2007, covering specific premises owned by Port and leased to BT-OH, LLC for the purpose of operating a parcel delivery business and conducting operations related thereto (hereinafter referred to as the "Lease"), the premises consisting of 2.336 acres referred to as the Original Premises and 1.7854 acres referred to as the Expansion Premises, for a total of approximately 4.1214 acres; and

WHEREAS, the Port and Tenant amended the Lease by Lease Amendment No. 1 dated August 28, 2008, for the purpose of reducing the Expansion Premises area to approximately 1.115 acres (for a total of approximately 3.451 leased acres) and providing for a forty feet (40') wide easement to serve the adjacent property to the south and the Premises, also revising the rent accordingly; and

WHEREAS, the Port and Tenant amended the Lease by Lease Amendment No. 2 dated July 16, 2012, for the purpose of changing the rent revision method, adjusting the rent and subsequently adjusting the surety requirement accordingly; and

WHEREAS, the Port and Tenant amended the Lease by Lease Amendment No. 3 dated October 10, 2016, for the purpose of revising the manner in which the rent is calculated and adjusted for the remainder of the Lease term, including Option periods, adjusting the rent and subsequently adjusting the surety requirement accordingly; and

WHEREAS, the Port and Tenant amended the Lease by Lease Amendment No. 4 dated March 13, 2017, for the purpose of Tenant exercising their first option to renew and extend the Lease term; and

WHEREAS, the Port and Tenant now desire to amend the Lease to memorialize Tenant's exercise of the second option to renew and grant Tenant two additional ten (10) year options to renew the Lease term.

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED that the Lease between the parties is hereby amended as follows:

1. Paragraph 1, **LEASE SUMMARY, TERM** shall be amended as follows:

The Lease term is hereby extended for ten (10) years commencing June 1, 2027 and ending May 31, 2037.

2. Paragraph 2, **LEASE SUMMARY, OPTION TO RENEW** shall be amended as follows:

Two (2) additional option terms of ten (10) years each to extend and renew the Lease are hereby granted to Tenant. The first option term shall commence June 1, 2037 and end May 31, 2047, and the second option term shall commence June 1, 2047 and end May 31, 2057.

THE REST AND REMAINDER OF THE LEASE shall remain in full force and effect, and is affirmed and ratified by the signatures of the parties.

LESSOR:
PORT OF OLYMPIA

By: ____________________
Alexandra K. Smith
Executive Director

TENANT:
BT-OH, LLC,
a Delaware limited liability company

By: ____________________
Name: LUIS TORRES
Title: VICE PRESIDENT

[acknowledgements page follows]

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that ALEXANDRA K. SMITH is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Executive Director of the Port of Olympia, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED this ______ day of __________________, 2026.

____
Print Name: ______________________
NOTARY PUBLIC in and for the State of Washington, residing at ______________
My appointment expires: ______________

STATE OF GEORGIA)
) ss
COUNTY OF Fulton)

I certify that I know or have satisfactory evidence that Luis Torres is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Vice President of BT-OH, LLC dba United Parcel Service to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED this 8 day of July, 2026.

ALYCE LOUISE IGLESIAS
NOTARY PUBLIC
Fulton County
State of Georgia
My Comm. Expires March 4, 2029

Alyce Louise Iglesias
Print Name: Alyce Louise Iglesias
NOTARY PUBLIC in and for the State of ~~Washington~~ georgia, residing at Atlanta
My appointment expires: 3/4/29

COVER MEMO

Briefing Date/Time:	August 10, 2026
Staff Contact/Title:	Warren Hendrickson, Director of Operations/Acting Airport Senior Manager, 360.528.8074, warrenh@portolympia.com)
Subject:	New Market Skills Center Lease Agreement
Purpose:	☐ Information Only ☒ Decision Needed

Type of Agenda Item:

- Consent Calendar

Background:

In June 2025, Port staff connected with the Executive Director of the New Market Skills Center (NMSC) to explore the feasibility of a partnership with the Port to create a new high school aviation program. The response was extremely positive, leading to further discussions on what that program would look like, how the Port might support such a program, and what new career opportunities could be made available to local high school students.

NMSC has now created and will provide an aviation class for high school students from 12 regional school districts in Thurston County and beyond, with a start date of September 2, 2026. This class will introduce high school students to aviation career opportunities within the Science, Technology, Engineering, and Mathematics (STEM) fields, including introductions to aircraft airframe and powerplant mechanics, interactions with aviation professionals including helicopter and fixed wing airplane pilots, airport design and planning, airport management and operations, and more. The hands-on component will also include use of flight simulators, one or more of which will meet the technical requirements for Federal Aviation Administration (FAA) approval.

NMSC does not have sufficient space to initiate this new program at its existing campus. Therefore, NMSC proposes to lease a portion of the airport's terminal building that can support both its office and classroom needs in an aviation environment. The terminal building, located at 7702 Terminal Street, is currently unoccupied and is closely located to NMSC's existing campus.

Lease Terms:

Premises:	1,610 square feet dedicated internal building space 1,396 square feet shared common area
Term:	Initial term of two (2) years
Options:	Three (3) additional one (1) year extensions
Rent:	$2,334.50 per month plus pro-rated utilities
Future Adjustments:	Annually, based on CPI-U rate of change
Effectivity:	Upon Commission approval

Summary and Financial Impact:

In addition to the direct airport revenue benefit, this lease provides an important Port partnership opportunity to support NMSC and the wider community, offering a new high school program that introduces students to several career paths in the aviation industry.

Annual rent revenue will be $28,014.00 and anticipated total annual revenue, including utility and maintenance fees, will be $39,404.76.

Alignment with Vision 2050:

This lease aligns with the following Vision 2050 focus areas, goals, and action items:

Focus Area: Countywide Economic Development and Real Estate Framework

- Goal: Leverage the Port's unique statutory authority to catalyze economic opportunities in partnership with local jurisdictions and economic development organizations.
- Action Item #25: Participate in workforce training partnerships with K-12 and higher education institutions, Pac Mtn Workforce Development Council, local chambers and the Thurston Economic Development Council.

Focus Area: Airport Functions

- Goal: Maximize the economic and community value of the Olympia Regional Airport in accordance with FAA Master Plan regulations.
- Action item #30: Research strategies used by other airports of similar size to determine best practices and opportunities.

Environmental Considerations and Review:

There are no environmental impacts resulting from this lease.

Staff Recommendation:

Approval as presented.

Document Attached:

New Market Skills Center Lease Agreement.

PORT OF OLYMPIA SPACE LEASE
AIRPORT COMMERCIAL DISTRICT

THIS LEASE is made this _____ day of ______________, 2026, by and between the PORT OF OLYMPIA, a Washington municipal corporation, Lessor, hereinafter referred to as "Landlord" or "Port," and NEW MARKET SKILLS CENTER, a regional consortium skills center, and TUMWATER SCHOOL DISTRICT, a municipal corporation, jointly and severally, the Tenant as further described below, hereinafter collectively referred to as "Tenant," on the following terms and conditions:

1. LEASE SUMMARY

TENANT

Name:	New Market Skills Center and Tumwater School District
Address:	7299 New Market St. SW
City, State, Zip Code:	Tumwater WA 98501
Phone Numbers:	(360) 750-4500
Email:	matt.ishler@tumwater.k12.wa.us

PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon and subject to the terms and conditions of this Lease, that certain real property consisting of approximately 1,610 rentable square feet (the "Premises") located within that certain one-story building (the "Building") at **7702 Terminal St,** commonly referred to as the "Terminal Building" in the Olympia Regional Airport Commercial District, Tumwater, Thurston County, Washington, and the non-exclusive use of associated parking areas (collectively, the "Premises") as generally shown in Exhibit A hereto, subject to encumbrances, rights, and reservations as shown therein or provided in this Lease, and as presently existing or hereafter arising pursuant to governmental authority.

The Premises do not include, and Landlord reserves, the interior walls that define the Premises and exterior walls and roof of the building(s) in which the Premises are located (the "Building"), the floor beneath the Premises, the land beneath the Building, the pipes and ducts, conduits, wires, fixtures, and equipment above the suspended ceiling; and the structural elements of the Building. The Building, the land upon which it is situated, all other improvements located on such land, and all common areas appurtenant to the Building, are referred to as the "Property."

Tenant shall have the non-exclusive right, in common with other tenants, to use the Common Areas. Tenant shall comply with all rules and regulations adopted by Landlord from time to time regarding the Common Areas, and shall use its best efforts to cause its employees, contractors, and invitees to comply with those rules and regulations, and not interfere with the use of Common Areas by others. The current Rules and Regulations are attached hereto as Exhibit E. "Common Areas" mean all areas, facilities and building systems that are provided and designated from time to time by Landlord for the general non-exclusive use and convenience of Tenant with other tenants and which are not leased or held for the exclusive use of a particular tenant. To the extent that such areas and facilities exist within the Property, Common Areas include hallways, entryways, stairs, elevators, driveways, walkways, terraces, docks, loading areas, restrooms, trash facilities, parking areas and garages, roadways, pedestrian sidewalks, landscaped areas, security areas, lobby or mall areas, common heating, ventilating and air conditioning systems, common electrical service, equipment and facilities, and common mechanical systems, equipment and facilities. Without advance notice to Tenant and without any liability to Tenant, Landlord may change the size, use, or nature of any Common Areas, erect improvements on the Common Areas, or convert any portion of the Common Areas to the exclusive use of Landlord or selected tenants, so long as Tenant is not thereby deprived of the substantial benefit of the Premises. Landlord reserves the use of exterior walls and the roof, and the right to install, maintain, use, repair, and replace pipes, ducts, conduits, and wires leading through the Premises in areas which will not materially interfere with Tenant's use thereof. Landlord may at any time and without notice to Tenant make any changes, additions, improvements, repairs, and replacements to the Property, including Common Areas that it considers desirable. In doing so, Landlord may use or temporarily close any of the Common Areas or permanently change their configuration and shall use reasonable efforts to minimize interference with Tenant's normal activities, but no such interference shall constitute constructive eviction or give rise to any abatement of rent or liability of Landlord to Tenant.

Tenant understands the airport is regulated by the Federal Aviation Administration. Tenant understands they, and their designees, are not authorized to access the airfield at any time. Should Tenant desire to access the airfield, prior written authorization from the Port is necessary prior to accessing any portion of the Air Operations Area. Tenant shall comply with all airport Rules and Regulations and minimum standards attached herein as Exhibit E.

TERM

Initial Term: The initial term shall be two (2) years beginning August 1, 2026 (the "Lease Commencement Date") and ending July 31, 2028 (the "Initial Term"); provided that the commencement of this Lease is subject to the Port's receipt of lease security in a form acceptable to the Port and certificate of insurance in a form acceptable to the Port as stated below.

Lease Year: The first **"Lease Year"** shall commence on the Commencement Date and shall end on the date which is twelve (12) months from the end of the month in which the Commencement Date occurs. Each successive Lease Year during the Initial Term and any extension terms shall be twelve (12) months, commencing on the first day following the end of the preceding Lease Year.

Option to Extend Term: Three (3) options to extend for an additional period of one (1) year each ("Option Term"). Such extensions shall be upon the terms, covenants, and conditions contained herein (except for rent, rental adjustments, and the times at which rental adjustments shall be made, all of which shall be determined in accordance with the then current Commission policy).

The Option Term shall commence on the expiration of the immediately preceding term. Each Option Term may be exercised only by written notice to the Port no later than one hundred and eighty (180) days prior to the expiration of the-then current term.

Tenant shall not be entitled to extend this Lease if Tenant is in default of the performance of its obligations hereunder at the date notice of extension is due or at the date the extension term is to commence. In addition, Tenant shall not be entitled to renew this Lease if Tenant is a corporation, limited liability company, or other entity whose stated duration will expire prior to the end of the renewal term.

It is provided however, that there is expressly reserved to the Port the right and option to terminate this Lease and to have Tenant relinquish and give up said Premises in the event the Port signs a contractual agreement providing for commercial passenger service at the Olympia Regional Airport by giving written notice to the Tenant at least one (1) year prior to the effective date of such termination, in which event rent shall be prorated to the date of termination.

RENT

Rent Commencement Date: Rent shall commence on August 1, 2026.

Initial Base Rent: Tenant shall pay initial base rent in the amount of Two Thousand Three Hundred Thirty-Four and 50/100 dollars **($2,334.50 USD)** per month. Base rent shall be subject to escalation as provided below. In addition, Tenant shall pay monthly Utilities which are itemized under Additional Provisions Section A.

Rent Adjustments: At the beginning of the second year and every year thereafter, the rent will be adjusted based on the change in the CPI (the Consumer Price Index (CPI) for the Seattle-Tacoma-Bellevue area, All Urban Consumers, (CPI-U), 1982-84=100, as issued by the U.S. Department of Labor, Bureau of Labor Statistics, or the closest comparable index if the above index is no longer published) from the initial date of the lease and the commencement of an Option term.

The figure to be used shall be the percentage change of the CPI for the period described above -- the months to be used shall be June to June.

For purposes of **illustration only**, the adjustment shall be calculated as follows, however the June CPI numbers will be used when calculating the CPI:

Rent Adjustment Date – July 1, 2025.	
Current CPI Index (June 2025)	364.344
Less previous CPI Index (June 2024)	- 354.824
Equals index point change	= 9.52
Divided by previous CPI Index	÷ 354.824
Equals	= 0.0263830
Result multiplied by 100	x 100
Percent Change	= 2.68%

The resulting product, or the percent change, rounded to 2 places after the decimal point, shall be multiplied times the existing monthly rent and the product thereof will then be added to such monthly rent to determine the Minimum Monthly Ground Rent for the extension year. Provided, however, that the Minimum Ground Rent shall never be decreased. Each adjustment shall be calculated as soon as the figures for the applicable Adjustment Date become available, and shall be effective as of the applicable Adjustment Date. Within thirty (30) days of the date of the Port's notice of adjustment following completion of an adjustment calculation, Tenant shall pay to the Port the amount of any deficiency in rent paid by Tenant for the period following the subject Adjustment Date and shall thereafter pay the adjusted rent until receiving the next notice of adjustment from the Port.

LEASE SECURITY

Tenant shall provide a lease security equal to three (3) months' rent for a total amount of Seven Thousand Three and 50/100 dollars ($7,003.50). The initial security amount shall be paid by Tenant to the Port by the date of execution of the Lease. Any change in security shall be paid to the Port at least thirty (30) days prior to the effective date of such change. Expiration Date: Ninety (90) days after satisfaction of all obligations under this Lease.

USE OF PREMISES

Tenant may use the Premises for the purpose of operating an aviation-related classroom-based education program. Any other use of the Premises must be approved in writing by the Port.

INSURANCE

Bodily Injury/Death: Combined Single Limit $1,000,000 each occurrence.
Property Damage per Occurrence: $500,000.

Tenant shall submit certificates of insurance evidencing compliance with Section 14, including naming the Port as Additional Insured, and at the Port's request shall provide the Port with the actual policies or copies thereof. Tenant shall furnish the Port with evidence of renewal of such policies not less than thirty (30) days prior to their expiration.

ASSIGNMENT, SUBLEASE, OR LEASE MODIFICATION.

Tenant shall be subject to a fee for any request for assignment, sublease, or modification of this Lease as stated in the Port Commission Fee Schedule plus any legal fees incurred by the Port.

ADDITIONAL PROVISIONS

A. **Utilities**: During the Initial Lease Year, Parties understand and agree that Tenant shall pay fifty percent (50%) of the average monthly cost of all utilities (excluding fiber). This will be billed as a flat rate as part of the monthly rent as shown in the rent section. This fee shall be reassessed each year at the anniversary date of this Lease based on most recent previous 12-month period. Fiber shall be Tenant's sole expense paid through its separate account set up through its provider. The initial monthly utilities shall be as follows:

Electric: (Avg. $10.90/daily): $331.54/month.
Gas: (Avg. $4.73/daily): $143.87/month.
Water, Sewer, Stormwater: $305.48/month.
Custodial Services: $1,117.58/month.
Total Monthly Utility Bills: $1,898.47/month.
Tenant's 50% portion of Total (excluding fiber): $949.24/monthly

B. **Operating Costs and Common Area Maintenance Charges:** INTENTIONALLY DELETED

AIRCRAFT NOISE AND EMISSIONS. Tenant acknowledges the right of flight for the passage of aircraft in the air space above the surface of the premises herein conveyed, together with the right to cause in said air space such noise and emissions as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said air space or land at, taking off from or operating on the Olympia Regional Airport.

CONFLICTING PROVISIONS

To the extent any of the provisions of the foregoing Section 1, LEASE SUMMARY, conflicts with any other provisions of this Lease, the provisions of Section 1, LEASE SUMMARY, shall control.

2. PREMISES.

The Port hereby leases to Tenant, and Tenant hereby leases from the Port, the Premises described in Section 1, **LEASE SUMMARY** above.

3. TERM.

This Lease shall be for the term specified in Section 1, **LEASE SUMMARY** above.

4. RENT.

4.1. It is the intention of the parties hereto that the rent specified in this Lease shall be net to the Lessor in each year during the term of the Lease. Accordingly, all costs, expenses and obligations of every kind relating to the Premises (except as otherwise specifically provided in the Lease) which may arise or become due during the term of the Lease shall be paid by Tenant and the Port shall be indemnified by the Tenant against such costs, expenses and obligations. All such costs, expenses, and obligations and payments coming due hereunder shall be deemed "additional rent".

4.2. Tenant agrees to pay as rent for the use and occupancy of the Premises during the term of this Lease, without deduction or offset, the rent specified in Section 1, **LEASE SUMMARY** above, payable to the Port in advance on or before the first day of each and every month and payable at such place as the Port may designate.

4.3. If the Tenant does not pay the rent by the 10th of the month, then in addition to the overdue rent, Tenant shall pay interest on the rent payment then due at a rate per annum equal to the greater of eighteen percent (18%) per annum or two (2) percentage points over the composite prime rate of interest set forth in the Wall Street Journal "Money Rates" Column (or its successor) most recently prior to such date. Such interest commences on the date the rent is due and continues until such rent is paid. If the Tenant does not pay the rent when due and interest is incurred each month for three (3) consecutive months, the rent called for herein shall automatically become due and payable quarterly in advance rather than monthly, notwithstanding any other provision in this Lease to the contrary, and regardless of whether or not the interest is paid or collected. The imposition of such interest does not prevent the Port from exercising any other rights and remedies under this Lease.

5. LEASE SECURITY.

Tenant shall, upon execution of this Lease, file with the Port a good and sufficient security in the form of a bond, letter of credit, cash deposit, or other security acceptable to the Port in its sole discretion, in accordance with the requirements of state law RCW 53.08.085 and Port of Olympia Port Commission Policy, and Section 1, **LEASE SUMMARY** above. The form and terms of the security and the identity of the surety shall be subject to approval of the Port, and the security shall guaranty the full performance by Tenant of all the terms and conditions of this Lease, including the payment by Tenant of the rents and all other amounts herein provided for the full term hereof. Any acceptable security instrument having an expiration earlier than the full lease term shall be automatically renewable. Any company issuing such a security instrument must give the Port at least ninety (90) days advance written notice prior to the effective date of cancellation or expiration of such security instrument. These provisions as to lease security are subject to the continued approval of the Port and to revision and adjustment as may hereafter result from changes in state requirements or as established by the Port Commission.

6. ACCEPTANCE OF PREMISES.

Tenant has examined the Premises, and the adjoining premises of which the Premises are a part, and accepts them in their present condition, subject to Tenant Improvements, if any, to be made by the Port under Section 1 above. There are no warranties expressed or implied as to any condition apparent or unknown except as otherwise stated in this Lease. Tenant agrees to make any changes in the Premises necessary to conform to any federal, state or local law applicable to Tenant's use of the Premises.

7. POSSESSION.

If the Port shall be unable for any reason to deliver possession of the Premises or any portion thereof at the time of the commencement of this Lease, the Port shall not be liable for any damage caused thereby to Tenant, nor shall this Lease thereby become void or voidable, nor shall the term specified herein be in any way extended, but in such event Tenant shall not be liable for any rent until such time as the Port can deliver possession; provided that if Tenant shall take possession of any portion of the Premises in the interim, it shall pay the full rent specified herein reduced pro rata for the portion of the Premises not available for possession by Tenant; and provided further, that if the Port shall be unable to deliver possession of the Premises at the commencement of this Lease, Tenant shall have the option to terminate this Lease by giving at least thirty (30) days' written notice of such termination, and this Lease shall terminate unless the Port shall deliver possession of the Premises prior to the effective date of termination specified in such notice. If Tenant shall, with the Port's consent, take possession of all or any part of the Premises prior to the commencement of the term of this Lease, all of the terms and conditions of this Lease shall immediately become applicable.

8. USE OF PREMISES.

Tenant shall use the Premises only for those purposes stated in Section 1 above and shall not use them for any other purpose without the prior written consent of the Port, which consent may be withheld in the Port's sole discretion. The Premises shall be used only for lawful purposes; and only in accordance with all applicable building, fire and zoning codes. Tenant shall use the entire Premises for the conduct of said business in a first-class manner continuously during the entire term of this Lease. Tenant agrees that it will not disturb the Port or any other Tenant of the Port by making or permitting any disturbance or any unusual noise, vibration or other condition on or in the Premises. No signs or other advertising matter, symbols, canopies or awnings shall be attached to or painted on or within the Premises, including the windows and doors thereof, without the approval of the Port. At the termination or sooner expiration of this Lease, all such signs, advertising matter, symbols, canopies or awnings attached to or painted by Tenant shall be removed by Tenant at its own expense, and Tenant shall repair any damage or injury to the Premises and correct any unsightly condition caused by such removal. At no time shall the Tenant have the right to remove or otherwise disturb timber, valuable minerals, sand, gravel or water, from the site, which materials belong to the Port and may only be used with consent and appropriate compensation.

9. REQUIREMENTS AS TO IMPROVEMENTS.

The specific requirements as to the planning, construction and completion of any major improvements planned by Tenant on the Premises are attached hereto as Exhibit B to this Lease, which by this reference is incorporated herein as if set forth in full. Prior to the submission of any plans for contemplated improvements on the Premises, Tenant shall furnish a survey of the appropriate Premises as prepared by a registered and licensed surveyor, all at Tenant's own expense.

10. RIGHTS-OF-WAY.

The Port agrees to grant other such right-of-way easements across the property of the Port reasonably available therefor, on reasonable terms and conditions, for the installation and maintenance of necessary and adequate services to the Premises, including but not limited to petroleum product pipelines, railroad spurs, railways and utility lines.

11. RESERVATION OF RIGHTS.

The Port reserves to itself from the Premises rights of way upon, over, across, onto or beneath the above-described lands for access ways, driveways, and other roads, pole and wire lines, gas, water and sewage pipes and mains, conduits, and other utilities, and industrial or business area facilities of all kinds now existing or to be constructed and maintained by it, either in addition to or in the substitution for those now existing from any point or points and in any direction and also reasonable rights of entry upon the Premises for the construction, repair, inspection and maintenance of them in efficient use and condition, providing such action by the Port shall not materially interfere with or interrupt Tenant's operation and shall be at the expense of the Port. The Port is hereby granted such continuous and perpetual easement or easements that the Port believes are necessary within the Premises for such purposes, which easement or easements may be further granted by the Port to third parties.

12. AIR SPACE RESERVATIONS AND USE RESTRICTIONS.

There is hereby reserved to the Port, its successors and assigns, for the use and benefit of the public, and Tenant hereby acknowledges, a right of flight for the passage of aircraft in the air space above the surface of the Premises herein conveyed, together with the right to cause in said air space such noise and emissions as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said air space or landing at, taking off from, or operating on the Olympia Regional Airport. Tenant, its successors and assigns, will not erect or permit the erection of any structures nor permit the growth of any tree thereon which would exceed the height limitations set forth in the "Zoning Ordinance", Olympia Regional Airport, Master Plan Update, Thurston County, Washington, dated November, 1996, and as may be amended from time to time. Tenant, its successors and assigns, will comply in all respects with said zoning ordinance, which is hereby made a part of this Lease. Tenant expressly agrees for itself, its successors and assigns to restrict the height of structures, objects or natural growth and other obstructions on the Premises to a maximum height as determined by applicable Federal Aviation Administration standards as currently in effect or as may be hereafter issued or amended.

Tenant expressly agrees for itself, its successors and assigns to prevent any use of the Premises described which would interfere with landing or taking off of aircraft at the Olympia Regional Airport or otherwise constitute an airport hazard as may be determined by the Port or the Federal Aviation Administration (FAA) or any similar agency having jurisdiction over operations at the Olympia Regional Airport. The prohibited use of the Premises referred to in this Section includes causing any visual obstruction or radio or similar emission that may tend to interfere with the operations at the Olympia Regional Airport.

If the Premises are located within the approach zone to the Olympia Regional Airport, Tenant would therefore be subject to substantial use restrictions for the benefit of such airport and its uses. In view of these restrictions, Tenant may not sublease the property until such sublessee shall have received written permission from the Port as to the nature and extent of the use to which such the sublessee intends to devote the property in order to ensure that such intended use will not in any way interfere with the operation of the Olympia Regional Airport.

Tenant acknowledges that noise from both flight and non-flight operations may be generated from activities at the Olympia Regional Airport and by other tenants of the Port. Tenant is taking the Premises subject to such condition, whether now existing or hereafter arising, and hereby waives all claims (including, without limitation, claims for damages, nuisance or injunctive relief) relating thereto; provided, however, that Tenant does not waive any right to have applicable statutes and regulations regarding noise enforced.

13. UTILITIES AND SERVICES.

Tenant shall be liable for and shall pay throughout the term of this lease all charges for all utility services furnished to the Premises, including but not limited to, light, heat, gas, janitorial services, garbage disposal, security, electricity, water, stormwater and sewerage, including any connection fees, and any fire protection, police protection, or emergency health services as furnished by local authorities and as may be the subject of a contract between the Port and such local authorities or as imposed by ordinance or statute. If the Premises are part of a building or part of any larger premises to which any utility services are furnished on a consolidated or joint basis, Tenant agrees to pay to the Port Tenant's pro-rata share of the cost of any such utility services. Tenant's pro-rata share of any such services may be computed by the Port on any reasonable basis, and separate metering or other exact segregation of cost shall not be required. Landlord shall not be liable for any loss or damage caused by or resulting from any variation, interruption, or failure of such services due to any cause whatsoever. No temporary interruption or failure of such services incident to any repairs, alterations, or improvements, or due to accident or strike, or conditions or events beyond Landlord's reasonable control, shall be deemed an eviction of Tenant or relieve Tenant from any of Tenant's obligations under this Lease.

14. INDEMNIFICATION/LIABILITY INSURANCE.

The Port, its employees and agents shall not be liable for any injury (including death) to any persons or for damage to any property, regardless of how such injury or damage be caused, sustained or alleged to have been sustained by Tenant or by others (including, but not limited to all persons directly or indirectly employed by Tenant, and any agents, contractors, subcontractors, suppliers, customers, licensees, or invitees of Tenant) as a result of any condition (including existing or future defects in the Premises), or occurrence (including failure or interruption of utility service) whatsoever related in any way to the Premises and the areas adjacent thereto; provided, however, that the foregoing provisions shall not be construed to make Tenant responsible for loss, damage, liability or expense to the extent resulting from the negligence or wrongful conduct of the Port or its employees, agents, contractors, subcontractors, suppliers, or officers. Tenant hereby covenants and agrees to indemnify, defend (with attorneys reasonably satisfactory to the Port), protect and hold the Port harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, reasonable attorneys' and experts' fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against the Port arising from or in connection with the loss of life, personal injury and/or damage to property occasioned by any negligent or other wrongful act or omission of Tenant or its employees, agents, contractors, subcontractors, suppliers, customers, licensees, or invitees. In addition, Tenant covenants and agrees to indemnify, defend (with attorneys reasonably satisfactory to the Port), protect and hold the Port harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, attorneys' and experts' fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against the Port and arising from or in connection with the loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the Premises, unless caused by any negligent or other wrongful act or omission of the Port or its agents, contractors, servants or employees. If a court of competent jurisdiction determines that any activity covered by the indemnities under this Section of this Lease is subject to RCW 4.24.115, then, in the event of liability for damages arising out of a bodily injury to persons or damage to property caused by or resulting from the concurrent negligence or willful act or omission of Tenant and Landlord, its officers, officials, employees, agents, contractors, or volunteers, the Tenant's and Landlord's liability hereunder shall be only to the extent of each such party's negligence or willful act or omission. It is further specifically and expressly agreed that Tenant hereby waives any immunity it may have under industrial insurance, RCW Title 51, solely for the purposes of this indemnification and only to the extent necessary to render the parties' indemnity obligations enforceable. This waiver was mutually negotiated by the parties. The provisions of this Section shall survive the expiration or termination of this Lease.

The Port indemnifies, defends, and holds Tenant harmless from claims that are: (i)(a) for personal injury, death, or property damage or b) for incidents occurring in or about the Premises, building, common areas or project; and (ii) caused by the negligence or wrongful conduct of the Port, its principals, agents, contractors, or employees. This indemnification and hold harmless shall include reasonable attorney fees and court costs incurred by Tenant with respect to such claims.

Tenant shall, at its own expense, provide and maintain commercial general liability insurance or its equivalent with a reputable insurance company or companies reasonably satisfactory to the Port, and including, but not limited to premises and operations; personal injury, contractual liability; independent contractors; broad form property damage; completed operations and products; pollution liability; and such additional types and amounts of liability insurance as the Port may deem reasonably necessary for the types of services or activities offered by Tenant and customarily required by landlords under such circumstances and with the minimum policy limits set forth above. The coverage afforded by such policies shall thereafter be in such amounts as the Port may specify from time to time in accordance with what would be required by a reasonable and prudent property manager in the same geographic area. The Port shall be named as an additional insured on such policies. Such policies shall provide that such insurance may not be cancelled without the insurance company first having given the Port thirty (30) days' advance written notice of such intent to cancel. Tenant shall submit certificates evidencing compliance with this Section by time of execution of the Lease by Tenant, and at the Port's request shall provide the Port with the actual policies or copies thereof. Tenant shall furnish the Port with evidence of renewal of such policies not less than thirty (30) days prior to their expiration.

15. WAIVER OF SUBROGATION.

The Port and Tenant hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective insurance contracts, including any extended coverage endorsements thereto, provided, that this Section shall be inapplicable to the extent it would have the effect of invalidating any insurance coverage of the Port or Tenant. Each party agrees to cause their respective insurance carriers to include in its policies a waiver of subrogation clause or endorsement.

16. TAXES.

Tenant shall be liable for, and shall pay, throughout the term of this lease, all license fees and taxes covering or relating to the Premises and its use, including, without limitation, (a) all real estate taxes assessed and levied against the Premises; (b) all amounts due and payable for general or special assessments against the Premises during the term of this lease (whether assessed prior to or during the term of this lease), including any assessments for LIDs or ULIDs; and (c) all personal property taxes upon Tenant's fixtures, furnishings, equipment and stock in trade, Tenant's leasehold interest under this lease or upon any other personal property situated in or upon the Premises. If any governmental authority at any time levies a tax on rentals payable under this lease or a tax in any form against Lessor because of or measured by income derived from the leasing or rental of the Premises, such tax shall be paid by Tenant; provided, however, that Tenant shall not be liable for the payment of any tax imposed generally on Lessor's gross or net income without regard to the source of such income.

17. MAINTENANCE AND REPAIR.

Tenant shall, at its own expense, maintain and keep the Premises in a neat, clean, safe, sanitary, and good condition, reasonable wear and tear excepted. Landlord shall maintain and keep the Building and Property in which the Premises are located in good condition, reasonable wear and tear excepted; provided that any repair required due to any act or omission of Tenant or its agents, employees, contractors, invitees, licensees, or guests shall be paid for by Tenant.

If Tenant fails to properly maintain or repair the Premises, the Port shall be entitled, but shall not be obligated, to enter the Premises after notice to Tenant and the expiration of any applicable cure period, and perform such work as may be necessary to restore the Premises to the conditions set forth herein. The cost of such repairs shall be billed to Tenant by the Port and shall be payable upon receipt and subject to the same penalties for late payment as if such payment was additional rent. Tenant shall have no claim as deduction or offset any monies or charges against the rent paid to the Port for maintenance or repairs. Tenant has inspected the Premises and accepts the **Premises "AS IS".**

Tenant shall also keep the Premises free and clear of any liens and encumbrances arising or growing out of the use and occupancy of the Premises by Tenant. At the Port's request, Tenant shall furnish the Port with written proof of payment of any item which would or might constitute the basis for such a lien on the Premises if not paid. Any dispute under this Section shall be subject to arbitration under Section 37, **ARBITRATION PROCEDURE.**

18. ALTERATIONS AND IMPROVEMENTS -- SIGNAGE.

18.1 Alterations and Improvements. Tenant shall make no alterations or improvements to or upon the Premises or install any fixtures (other than trade fixtures which can be removed without injury to the Premises) without first obtaining written approval of the Port. The Port's response to Tenant's requests for approval shall be prompt, and such approval shall not be unreasonably withheld. Upon installation, Tenant shall furnish the Port with a copy of the "as-built" drawings including utility installations and site plans detailing the nature of the additions, alterations or improvements. Tenant shall keep all improvements and the Premises and Port property free and clear of any and all liens and other encumbrances, except as otherwise expressly approved in writing by the Port. Any and all such liens and encumbrances shall not extend beyond the Term of this Lease, and shall in all events be removed no later than the expiration or earlier termination of this Lease. The Port reserves the right to have Tenant remove, at Tenant's sole expense, all or any of such alterations, additions or improvements at the end of the Lease term as provided in Section 19, **DISPOSITION OF IMPROVEMENTS**. Any dispute under this Section shall be subject to arbitration under Section 37, **ARBITRATION PROCEDURE.**

18.2 Signage. Tenant shall have no right to install any signs in any location in or around the Premises, without first obtaining written approval of the Port. The location, size, design, color and other physical aspects of permitted signs shall be subject to (i) Port's written approval prior to installation; (ii) any covenants, conditions or restriction encumbering the Premises and (iii) any applicable municipal permits and approvals.

19. DISPOSITION OF IMPROVEMENTS.

a. At the termination of this Lease, improvements made by Tenant shall either be removed by Tenant at its expense or shall remain in place and become the property of Landlord, at Landlord's option in its sole discretion and at no cost to Landlord. All equipment and trade fixtures of Tenant including but not limited to shelving, portable partitions and cabinets, and all personal property of Tenant, shall remain the property of Tenant and may be removed on or before the termination of this Lease, or any extension thereof, provided that Tenant makes any repairs necessary to restore the Premises to its original condition upon removal. If not removed by Tenant, Landlord may remove and dispose of such items at Tenant's expense or such items shall become the property of the Landlord, at Landlord's option in its sole discretion and at no cost to Landlord.

b. If the Port, in its sole discretion, elects to have all or any portion of the improvements remain on the Premises, then title to the same shall automatically pass to the Port, free of any right, title, or interest of Tenant therein, or its successors or assigns, without the necessity of executing any further instrument and without any allowance, compensation, or payment by the Port. Tenant hereby grants and conveys to the Port all of its right, title and interest in and to such improvements, to be effective for all purposes only upon the expiration or termination of this Lease and the Port's election to have such improvements remain upon the Premises. Upon such election by the Port, Tenant further agrees to execute, acknowledge and deliver to the Port contemporaneously with the expiration or termination of this Lease, a proper recordable instrument quit claiming and releasing to the Port to any right, title and interest of Tenant in and to the Premises and in and to all improvements remaining on the Premises pursuant to the election of the Port, and agrees to give such further assurances of title as may be required by the Port. In addition, upon such election by the Port, Tenant shall, upon expiration or termination of the lease, surrender and deliver the Premises and all improvements to remain on the Premises to the Port, without delay and in good order, condition and repair, ordinary wear and tear excepted, and in a neat and clean condition, excepting only Tenant's or any subtenant's movable trade fixtures, machinery, equipment and personal property that can be removed without injury to the Premises. Tenant shall also deliver to the Port all documents necessary or appropriate for the proper operation, maintenance and management of the Premises and remaining improvements.

c. Any dispute under this Section shall be subject to arbitration under Section 37, **ARBITRATION PROCEDURE.**

20. INSPECTION.

The Port reserves the right to inspect the Premises at any and all reasonable times throughout the term of this Lease, provided that it shall not interfere unduly with Tenant's operations. The right of inspection reserved to the Port hereunder shall impose no obligation on the Port to make inspections to ascertain the condition of the Premises, and shall impose no liability upon the Port for failure to make such inspections. The Port shall have the right to place and maintain "For Rent" signs in conspicuous places on the Premises for a reasonable period of time prior to the expiration or sooner termination of this Lease.

21. CASUALTY; RESTORATION.

If the Premises or the Building or Property of which they are a part are damaged by fire or other casualty, then Landlord at its option and in its sole discretion may elect to (a) terminate this Lease, or (b) repair, rebuild, restore, or replace (collectively "repair") the Premises. Landlord shall not have any obligation to repair the Premises or the Building or Property in which the Premises are located, or any part thereof, in the event of any damage thereto by fire or other casualty. If within thirty (30) days of such damage Landlord does not elect to repair the Premises, and such damage renders the Premises untenantable or unsuitable for Tenant's permitted use under this Lease, then Tenant may terminate this Lease by giving written notice to Landlord within forty five (45) days from such damage. Any termination under this Section is effective as of the date of such notice of termination. Upon such termination, Tenant will be entitled to be reimbursed for any prepaid rent on a pro-rata basis based on the date of termination. No damages or other compensation shall be payable by Landlord for any inconvenience, loss of use, loss of business, annoyance, or any other loss or claim by Tenant directly, incidentally, or consequentially arising from any damage to the Premises or Building or Property by fire or other casualty, or from any repair to the Premises or Building or Property or any part thereof.

22. DEFAULTS.

Time is of the essence of this Lease, and in the event of the failure of Tenant to pay the rental, interest or other charges provided in this Lease at the time and in the manner herein specified, or to keep any of Tenant's covenants or agreements herein, the Port may elect to terminate this Lease and reenter and take possession of the Premises with or without process of law, provided, however, that Tenant shall be given fifteen (15) days' notice in writing if the default is for the nonpayment of rent or other monetary default, or thirty (30) days' notice in writing for any other default, stating the nature of the default in order to permit such default to be remedied by Tenant within the applicable time period. If the Port issues a notice of default for the nonpayment of rent, in order to cure such default, Tenant must pay the overdue rent, together with interest as set forth in Section 4 above, plus a Fifty Dollar ($50.00) lease reinstatement fee. If during any consecutive twelve-month period, the Port has issued three notices of default, the Port shall not be required to accept the cure of any subsequent default by Tenant and may terminate this Lease or exercise any other rights or remedies available to it immediately by written notice to Tenant without the expiration of any otherwise applicable cure period.

If upon such reentry there remains any personal property of Tenant or of any other person upon the Premises, the Port may, but without the obligation to do so, remove said personal property and hold it for the owners thereof or may place the same in a public garage or warehouse, all at the expense and risk of the owners thereof, and Tenant shall reimburse the Port for any expense incurred by the Port in connection with such removal and storage. The Port shall have the right to sell such stored property, without notice to Tenant, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, and third to the payment of any other amounts which may then be due from Tenant to the Port, and the balance, if any, shall be paid to Tenant. Notwithstanding any such reentry, the liability of Tenant for the full rental provided for herein shall not be extinguished for the balance of the term of this Lease, and Tenant shall make good to the Port any deficiency arising from a reletting of the Premises at a lesser rental than that chargeable to Tenant. At the Port's option, Tenant shall pay such deficiency each month as the amount thereof is ascertained by the Port, or the Port may accelerate all future payments and Tenant shall pay the present value of all future payments at once. Payment by Tenant to the Port of interest on rents and/or any other charges due and owing under this Lease shall not cure or excuse Lessee's default in connection with rents and/or other charges. All remedies of the Port hereunder are cumulative and not alternative.

23. ADVANCES BY PORT FOR TENANT.

If Tenant shall fail to do anything required to be done by it under the terms of the Lease, except to pay rent, the Port may, at its sole option, do such act or thing on behalf of Tenant, and upon notification to Tenant of the cost thereof to the Port, Tenant shall promptly pay the Port the amount of that cost. However, if the Port shall pay any monies on Tenant's behalf, Tenant shall repay such monies, together with interest thereon commencing on the date the Port paid such monies and calculated at the greater of the rate of eighteen percent (18%) per annum, or two (2) percentage points over the composite prime rate of interest set forth in the Wall Street Journal "Money Rates" column (or its successor) most recently prior to such date.

24. HOLDING OVER.

If Tenant shall, without the consent of the Port, hold over after the expiration or sooner termination of this Lease, the resulting tenancy shall, unless otherwise mutually agreed, be on a month-to-month basis. During such month-to-month tenancy, Tenant shall pay to the Port the rate of four (4) times the then-current rental under the terms of the Lease, unless a different rate shall be agreed upon, and the Tenant shall be bound by all of the additional provisions of this Lease.

25. ASSIGNMENT OR SUBLEASE.

Except as provided below, Tenant shall not assign or transfer (including any assignment or transfer for security purposes) this Lease or any interest therein nor sublet the whole or any part of the Premises, nor shall this Lease or any interest hereunder be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise, without the advance written consent of the Port, which may be withheld in the Port's sole discretion. Lessor agrees that it will consent to the assignment of this Lease (or any interest herein) for security purposes to a bona fide lender, but only on the terms and conditions contained in the form of Lessor's Consent and Agreement attached hereto as Exhibit C, which must be signed by such lender. If Tenant is a corporation, limited liability company, limited partnership, partnership, or other form of entity or association, Tenant further agrees that if at any time during the term of this Lease, more than one-half (1/2) of the outstanding beneficial interests of any class of interest in Tenant, or the managerial control of Tenant, shall belong to any persons other than those who hold such interests or managerial control at the time of the execution of this Lease, such change shall be deemed an assignment of this Lease within the meaning of this Section.

Notwithstanding any assignment or sublease, Tenant shall remain liable under the terms of this Lease, and this Section shall nevertheless continue in full force and effect and no further assignment or sublease shall be made without the Port's consent pursuant to this Section. Tenant shall pay all reasonable costs and attorney fees incurred by the Port with respect to any request by Tenant for assignment, sublease, or other encumbrance or transfer of this Lease or the Premises or any interest therein.

26. COMPLIANCE WITH PORT REGULATIONS/ALL LAWS.

Tenant agrees to comply with all applicable rules and regulations of the Port pertaining to the building or other realty of which the Premises are a part or to Tenant's use or occupancy thereof, now in existence or hereafter promulgated for the general health, welfare, safety and convenience of the Port, its various tenants, invitees, licensees and the general public, including without limitation the Rules And Regulations attached as Exhibit E hereto and the Minimum Standards for Commercial Activities for the Olympia Regional Airport, and payment of all fees and tariffs provided for therein or adopted in accordance therewith, as the same now exist or may hereafter be amended. Tenant further agrees to comply with all applicable federal, state and local laws, rules, regulations, ordinances, permits, orders, and decrees, including, without limitation, those relating to environmental matters, and Americans with Disabilities Act, as currently in effect or as may be hereafter amended or issued. Tenant shall defend, indemnify, and hold harmless the Port from and against all claims, costs, fees, fines, penalties, liabilities, losses, and damages incurred by the Port by reason of any charge, claim, litigation, or enforcement action related to any actual or claimed violation by Tenant of any of the laws, rules, regulations, ordinances, permits, orders and/or decrees referenced in this Section. Costs and fees shall include, but not be limited to, all direct and indirect costs and professional fees, including engineering, consultant, and attorney's fees. Any fees for any federal, state or local inspections and/or certificates required for use and occupancy of the Premises shall be paid by Tenant. The Premises are located at the NEWMARKET INDUSTRIAL CAMPUS Complex and Tenant agrees to conform and to comply with all of the "Standards for Development - NewMarket Industrial Campus, 1998" as now promulgated or as may be amended in the future.

27. HAZARDOUS SUBSTANCES.

Tenant certifies, represents, warrants, covenants and agrees that:

(a) As used in this Section 27, "Hazardous Substances" means any chemical, substance, material, waste, vapor, or similar matter defined, classified, listed or designated as harmful, hazardous, extremely hazardous, dangerous, toxic, radioactive, or pollution, or as a contaminant or pollutant, or other similar term, by, and/or which are subject to regulation under, any federal, state or local environmental statute, rule, regulation, or ordinance presently in effect or that may be promulgated in the future, and as they may be amended from time to time.

(b) As used in this Section 27, "Other Property" means any real or personal property other than the Premises (including, without limitation, surface or ground water) which becomes contaminated with Hazardous Substances as a result of operations or other activities on, or the contamination of, the Premises.

(c) Tenant shall apply for and obtain all necessary federal, state, and local permits and approvals for Tenant's use of the Premises. Tenant shall not commence any activity on the Premises until all permits and approvals required for such activity have been issued, and shall conduct all activities on the Premises in compliance with such permits and approvals.

(d) Tenant agrees and warrants for itself and its employees, agents, representatives, contractors, subcontractors, licensees, invitees, subtenants, and assigns (collectively "Tenant's Representatives"), that Tenant and Tenant's Representatives will comply with all applicable federal, state, and local laws, rules, regulations, ordinances, permits, orders, and decrees relating to the generation, recycling, treatment, use, sale, storage, handling, transport, disposal, release, and cleanup of any Hazardous Substances by any person on the Premises or other Port property (collectively "Environmental Laws"). In addition, Tenant and Tenant's Representatives will not, without the Port's prior written consent, keep on or around the Premises or any common areas, for use, disposal, treatment, generation, storage, or sale, any Hazardous Substances.

(e) With respect to any Hazardous Substance, Tenant shall:

(i) Comply promptly, timely and completely with all applicable requirements for reporting, keeping and submitting manifests and obtaining and keeping current identification numbers;

(ii) Make available for the Port's review during normal business hours, true and correct copies of all reports, manifests and identification numbers retained by Tenant or submitted to appropriate governmental authorities, and all documents and communications received from any government agencies, and provide copies to the Port of all documents requested by the Port at no cost to the Port within five (5) business days of the Port's request;

(iii) Within five (5) business days of a written report from the Port, submit a written report to the Port regarding Tenant's use, storage, treatment, transportation, generation, disposal or sale of Hazardous Substances and provide evidence satisfactory to the Port of Tenant's compliance with applicable Environmental Laws;

(iv) Allow the Port or the Port's agents or representatives to come on the Premises at all reasonable times to check Tenant's compliance with all applicable Environmental Laws; and

(v) Comply with all applicable Environmental Laws, and all requirements and standards established by federal, state, or local governmental agencies responsible for or specifically charged with the regulation of Hazardous Substances.

(f) Tenant has not and will not release or waive the liability of any party who may be potentially responsible for the presence or removal of Hazardous Substances on or from the Premises.

(g) Tenant agrees to immediately notify the Port if Tenant becomes aware of (a) any release of any Hazardous Substances or any other environmental issue or liability with respect to the Premises or any Other Property; or (b) any lien, action or notice resulting from violation of any Environmental Laws. At its own cost, Tenant will take all actions which are necessary to notify relevant and appropriate authorities of any such release and to remediate any Hazardous Substances affecting the Premises, including removal, containment or any other remedial action, whether or not required by governmental authorities.

(h) If Tenant is in non-compliance with any Environmental Laws or is in non-compliance with this Section 27, it shall promptly take such action as is necessary to mitigate and correct the non-compliance. If Tenant fails to act in a prudent and prompt manner, the Port shall have the right, but not the obligation, to enter the Premises and act in place of the Tenant (with Tenant hereby appointing the Port as its agent for such purposes), and to take such action as the Port deems necessary to address or mitigate the non-compliance. All costs and expenses incurred by the Port in connection with any such action shall be payable by the Tenant and shall become immediately due and payable as additional rent upon presentation of an invoice therefor. Without limiting the foregoing, in the event of Tenant's non-compliance with any requirements in subsections (e)(i) – (v) above, any and all costs incurred by the Port with respect thereto, including but not limited to costs of inspections, monitoring, and attorney fees, shall become immediately due and payable as additional rent upon presentation of an invoice therefor.

(i) Tenant shall be fully and completely liable to the Port for, and shall defend, indemnify, and hold the Port harmless from and against any and all actual or alleged claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings and costs and expenses (including costs and professional fees, including engineering, consultant, and attorneys' fees and disbursements), which accrue to or are incurred by Tenant or the Port which arise or are alleged to arise directly or indirectly from or out of, or are in any way connected with (a) the inaccuracy of the representations and warranties contained herein, (b) the breach of any covenant contained herein, (c) any operations or activities (including, without limitation, use, disposal, transportation, storage, generation or sale of Hazardous Substances) on or about the Premises during Tenant's possession or control of the Premises which directly or indirectly result in the Premises or any Other Property becoming contaminated with Hazardous Substances or otherwise violating any applicable Environmental Laws, and (d) the cleanup of Hazardous Substances at or from the Premises or any Other Property to a level sufficiently protective of human health and the environment in compliance with all applicable Environmental Laws. Tenant acknowledges that it will be solely responsible for all costs and expenses relating to investigation (including preliminary investigation) and cleanup of Hazardous Substances from the Premises or from any Other Property. Tenant specifically agrees that the bond provided pursuant to this Lease shall extend to the indemnity agreed to in this sub-section.

(j) Tenant's obligations under this Section 27 are unconditional and shall not be limited by any other limitations of liability provided for in this Lease. The representations, warranties, covenants, and obligations of Tenant set forth in this Section 27: (a) are separate and distinct obligations from Tenant's other obligations under the Lease; and (b) shall survive and continue in effect after any termination or expiration of this Lease for any reason.

(k) Upon expiration or sooner termination of this Lease, Tenant shall have removed from the Premises any Hazardous Substances, contaminated soils or other contaminated or hazardous materials or substances deposited thereon by Tenant in a manner that complies with all applicable Environmental Laws. Any failure to complete such removal by the expiration or sooner termination of this Lease shall be deemed a holding over by Tenant subject to the provision of Section 24, **HOLDING OVER**. At the Port's request, within 30 days thereafter, Tenant shall deliver to the Port a certificate from the Thurston County Health Department certifying that the Premises comply with all applicable requirements of the Health Department concerning levels of Hazardous Substances. In addition, at the Port's request, Tenant at its cost shall obtain a Phase I and Phase II environmental investigation and report prepared by a qualified professional approved in advance by the Port of the Premises and any other property that the Port reasonably believes may have been affected by Tenant's operations. At such time, Tenant shall also reconfirm its representations and warranties contained herein and shall represent and warrant that upon termination of the Lease all Hazardous Substances have been removed from the Premises and have been properly and lawfully disposed of, and the Premises have been cleaned up to a level that meets all applicable Environmental Laws.

28. STORAGE TANK LICENSES.

Intentionally omitted.

29. INSPECTIONS AND NOTICE OF CHANGE.

Tenant agrees that inspections may be required by the Port at the Tenant's expense to assure compliance with Section 27, **HAZARDOUS SUBSTANCES**. Such inspections shall be made once every five (5) years or at any time the Port has good cause to believe a problem may exist.

30. EMINENT DOMAIN.

If the Premises shall be taken or condemned for any public purpose, or for any reason whatsoever, to such an extent as to render the Premises untenantable, either Lessor or Tenant shall have the option to terminate this Lease effective as of the date of taking or condemnation, which shall be the earlier of the date the final condemnation judgment or the date possession is taken by the condemning authority. If the taking or condemnation does not render the Premises untenantable, this Lease shall continue in effect, and Lessor shall, if the condemnation award is sufficient therefor, promptly restore the portion not taken to the extent possible to the condition existing prior to the taking. If, as a result of such restoration, the area of the Premises is reduced, the rental shall be reduced proportionately. All proceeds from any taking or condemnation shall be paid to Lessor and Tenant waives all claim against such proceeds; provided, however, that Tenant shall be entitled to any award separately designated for Tenant's relocation expenses or for damage or taking of Tenant's trade fixtures or other personal property, provided that any award to Tenant shall not reduce the award to Landlord. A voluntary sale or conveyance in lieu of but under the threat of condemnation shall be considered a taking or condemnation for public purpose, and shall include the Port's use of the Premises for any purpose for public use in connection with the operation of the business of the Port. If the Port so requires the use of the Premises, then this Lease may be terminated by the Port by written notice delivered or mailed by the Port to Tenant not less than six (6) months or more before the termination date specified in the notice, and damages to Tenant, if any resulting therefrom shall be determined by agreement between the parties hereto, or in the absence of agreement, by arbitration as hereafter provided. Damages or other compensation shall be determined in accordance with RCW 53.08.010 and Title 8 as appropriate.

31. INSOLVENCY.

If Tenant shall: solicit acceptances of a plan of reorganization to be filed in any subsequent case under the United States Bankruptcy Code, 11 U.S.C. §§ 101-1330, as hereafter amended or any successor statute thereto (the "Bankruptcy Code"); negotiate with one or more creditors for any workout, including, but not limited to, an extension agreement, composition agreement, standoff, standby, or standstill agreement whereby the creditors agree to forebear in any fashion from their rights to collect a debt of Tenant; cease to pay Tenant's debts as they come due; admit in writing the inability to pay its debts as they come due; make an assignment for the benefit of creditors; become a party to any liquidation or dissolution action or proceeding; have appointed (voluntarily or involuntarily), a trustee, custodian, receiver, conservator, or liquidator for Tenant or for a significant portion of Tenant's assets; have entered against it any order by a district court or bankruptcy court of the United States or any of its territories that dismisses a voluntary petition under the Bankruptcy Code because the bankruptcy petition was filed in bad faith; have entered against it an order, judgment, or decree; have any of its assets levied against by writ of execution, attachment (including pre-judgment attachment), garnishment, recording of a judgment or any similar process whereby a creditor seeks to obtain a legal right to dispose of particular assets of Tenant to satisfy to any extent a debt of the Tenant to the creditor; file a voluntary petition under the Bankruptcy Code or have filed against it an involuntary petition under the Bankruptcy Code creating any automatic stay or other injunctive force protecting the assets of Tenant from the immediate collection actions of a creditor (where such involuntary petition is not subsequently dismissed within 60 days in response to pleadings filed by the Tenant by entry of an order of any district court or bankruptcy court of the United States or any of its territories); have appointed voluntarily or involuntarily, a trustee, custodian, or examiner with special powers by any district court or bankruptcy court in the United States or any of its territories; admit in an answer filed in response to an involuntary petition filed under the Bankruptcy Code that Tenant is insolvent because Tenant's assets are exceeded by Tenant's debts or that Tenant is unable to pay Tenant's debts as they come due; then, in the event any of the foregoing shall occur, the Port may, at its option, terminate this Lease.

32. PROMOTION OF PORT COMMERCE.

The purpose of the Port is to encourage the development of commerce within the Port district, and to every reasonable extent possible, increase the movement of passengers and freight through Port facilities. In furtherance of this purpose, Tenant agrees to cooperate with the Port in the promotion of these purposes during the term of this Lease, and wherever reasonably possible, to utilize the Port's facilities in the movement of freight and passengers as a part of Tenant's business activities. Nothing in this Section shall be construed to obligate Tenant to spend monies in the Port's promotional advertising, but Tenant does agree to supply such information and data for the Port's promotional and advertising activities.

33. ATTORNEY'S FEES AND COSTS.

Should a dispute arise between the parties hereto as to the effect of any provision hereof and said dispute is referred to an attorney, whether for enforcement in court or for decision under arbitration, the losing party shall pay the prevailing party's actual and incurred attorney's fees; costs of court or arbitration, including such fees and costs of any appeal; other legal expenses; and collection costs, except that the amount of such fees, costs or expenses taken separately or in the aggregate, shall not be unreasonable. If such dispute arises and is later settled by the parties, such settlement shall include a specific allocation of disposition of attorney's fees on both sides.

34. NONDISCRIMINATION - SERVICES.

Tenant for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a federal Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

It is agreed that Tenant's noncompliance with the provisions of this clause shall constitute a material breach of this Lease. In the event of such noncompliance, the Port may take appropriate action to enforce compliance, may terminate this Lease, or may pursue such other remedies as may be provided by law.

35. NONDISCRIMINATION – SERVICES, CONSTRUCTION, USE.

Tenant for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

The Port reserves the right to take such action as the appropriate governmental authority may direct to enforce these provisions.

36. APPRAISAL PROCEDURE.

Intentionally omitted.

37. ARBITRATION PROCEDURE.

In the event of a dispute between the Port and Tenant with respect to any issue specifically mentioned elsewhere in this Lease as a matter to be decided by arbitration, such dispute shall be determined by arbitration as provided in this Section. The Port and Tenant shall each appoint a person as arbitrator who shall have had at least ten (10) years of experience in Thurston County in the subject matter of the dispute. The appointment shall be in writing and given by each party to the other, and the arbitrators so appointed shall consider the subject matter of the dispute, and if agreement can be reached between them, their opinion shall be the opinion of the arbitration. In the event of their failure to agree upon the matter so submitted, they shall appoint a third arbitrator. In the case of the failure of such arbitrators to agree upon the third arbitrator, the same shall be appointed by the American Arbitration Association from its qualified panel of arbitrators, with similar qualifications. If the Port or Tenant shall fail to so appoint an arbitrator for a period of ten (10) days after written notice from the other party to make such appointment, then such party will have defaulted its right to make such appointment, and the arbitrator appointed by the non-defaulting party shall determine and resolve the dispute. In the event the three arbitrators are appointed, after being duly sworn to perform their duties with impartiality and fidelity, they shall proceed to determine the question submitted. The decision of the arbitrators shall be rendered within thirty (30) days after their appointment, and such decision shall be in writing, with copies thereof delivered to each of the parties. The award of the arbitrators shall be final, binding, and conclusive on the parties. The fees of the arbitrators and the expenses incident to the proceedings shall be borne equally between the Port and Tenant. The arbitrators shall award to the prevailing party the fees of that party's counsel, expert witnesses, or other witnesses called by the prevailing party.

38. JOINT AND SEVERAL LIABILITY.

Each and every party who signs this Lease, other than in a representative capacity, as Tenant, shall be jointly and severally liable hereunder.

39. INVALIDITY OF PARTICULAR PROVISIONS.

If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

40. NOTICES.

All default and other substantial notices required under the provisions of this Lease may be personally delivered or mailed. If mailed, they shall be sent by certified mail, return receipt requested, to the following addresses:

To the Port:

Port of Olympia
606 Columbia Street NE Suite 200
Olympia, WA 98501
Realestate@portolympia.com

To the Tenant:

Matt Ishler
Director of New Market Skills Center
7299 New Market St. SW
Tumwater, WA 98501
Matt.ishler@tumwater.k12.wa.us

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. Notices given by personal delivery shall be deemed given upon receipt. Notices sent by mail shall be deemed given when properly mailed, and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

41. WAIVER.

The acceptance of rental by the Port for any period or periods after a default by Tenant hereunder shall not be deemed a waiver of such default unless the Port shall so intend and shall so advise Tenant in writing. No waiver by the Port of any default hereunder by Tenant shall be construed to be or act as a waiver of any subsequent default by Tenant. After any default shall have been cured by Tenant, it shall not thereafter be used by the Port as a ground for the commencement of any action under the provisions of Section 22, **DEFAULTS**.

42. BINDER.

Subject to Section 25, **ASSIGNMENT OR SUBLEASE** above, this Lease is binding upon the parties hereto, their heirs, personal representatives, successors in interest and assigns.

43. NO RECORDING.

Without the prior written consent of the Port, this Lease shall not be placed of record.

44. REAL ESTATE COMMISSIONS AND FEES.

Any real estate commissions or fees related to this Lease, and claims related thereto, shall be handled in accordance with **Section 1, LEASE SUMMARY** above.

LESSOR:
PORT OF OLYMPIA,
a Washington municipal corporation

By:______________________________
Name: Alexandra K. Smith
Title: Executive Director

Approved as to Form:

By: ______________________________
Name: Christopher Pierce-Wright,
Dickson Frohlich Phillips Burgess PLLC
Title: General Counsel, Port of Olympia

TENANT:
FOR THE SKILLS CENTER,
a regional consortium skills center

By: Matt Ishler
Name: Matt Ishler
Title: Executive Director

Approved as to Form:

By: ______________________________
Name: [insert]
Title: General Counsel, New Market Skill Center

FOR THE TUMWATER SCHOOL DISTRICT,
a Washington municipal corporation

By: Kira Acker
Name: Kira Acker
Title: Director of Finance and Operations

Approved as to Form:

By: ______________________________
Name: [insert]
Title: General Counsel, Tumwater School District

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that ALEXANDRA K. SMITH is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Executive Director of the Port of Olympia, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED this ______ day of __________________, 2026.

____
(Print Name) ________________________________
NOTARY PUBLIC in and for the State of Washington,
residing at ________________________________
My commission expires: _______________________

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that MATT ISHLER is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Executive Director of the New Market Skills Center, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED this 28th day of July, 2026.

REBECCA R PARSONS
EXPIRES 01/26/2029
NOTARY PUBLIC
COMM. #21008221
STATE OF WASHINGTON

Rebecca R Parsons
(Print Name) Rebecca R Parsons
NOTARY PUBLIC in and for the State of Washington,
residing at Tumwater, WA
My commission expires: 1/26/2029

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

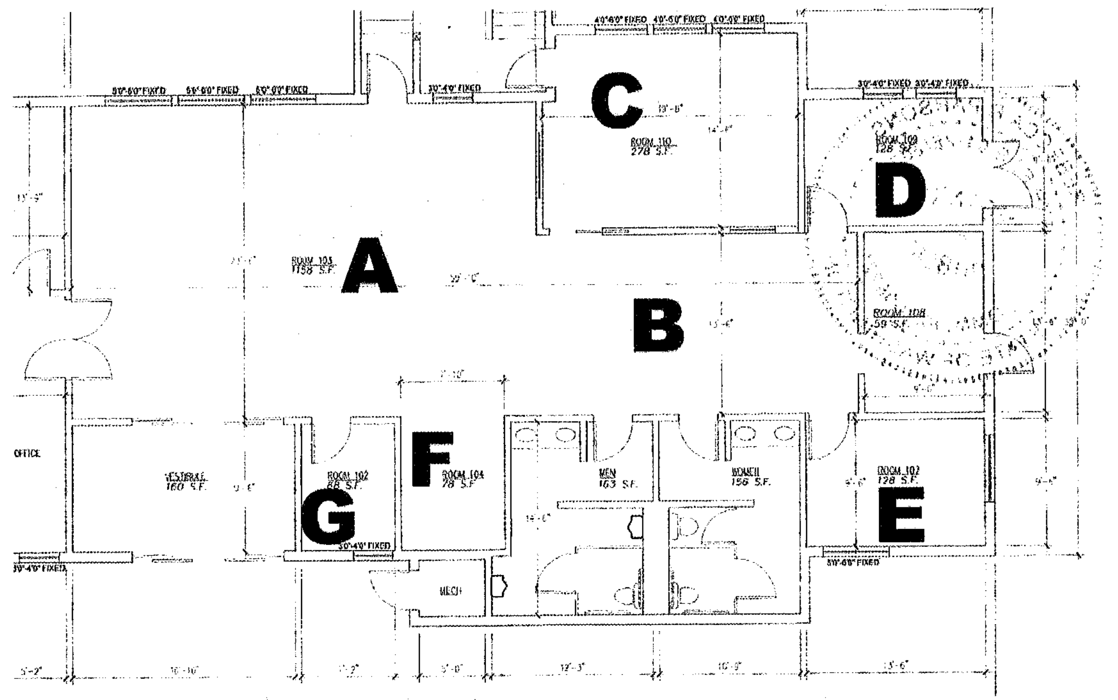
I certify that I know or have satisfactory evidence that KIRA ACKER is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Director of Finance and Operations of the Tumwater School District, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED this 28th day of July, 2026.

REBECCA R PARSONS
EXPIRES 01/26/2029
NOTARY PUBLIC
COMM. #21008221
STATE OF WASHINGTON

Rebecca R Parsons
(Print Name) Rebecca R Parsons
NOTARY PUBLIC in and for the State of Washington,
residing at Tumwater, WA
My commission expires: 1/26/2029

EXHIBIT A
PREMISES



A portion of the building located at 7702 Terminal St, Tumwater, WA and commonly referred to as the "Terminal Building". Lease includes areas A to G depicted in the diagram above with shared use of restrooms, IT closet and parking areas.

Lease Area:	Area A & B:	1,158sq. ft
	Minus walkway:	228 sq. ft
	Area C:	278 sq. ft
	Area D:	128 sq. ft
	Area E:	128 sq. ft
	Area F:	78 sq. ft
	Area G:	68 sq. ft
	Total:	Approximately 1,610 sq. ft

EXHIBIT B
REQUIREMENTS AS TO IMPROVEMENTS

These conditions relating to improvements in this Exhibit B shall control unless the Port and Tenant have otherwise separately agreed to more specific time periods for production and coordination of drawings, financing and commencement of construction. In the event such additional documentation becomes a part of this Lease, then the time periods set forth in such documents shall be logically coordinated, the intent being that the shorter time periods should control the parties' respective performances.

1. PORT APPROVAL OF TENANT IMPROVEMENTS.

As used herein, the terms "improvements" or "structures" shall mean and include without limitation all permanent buildings, and all other major structures or improvements of any kind located above the ground level of any site, plus any replacements, additions, repairs or alterations thereto. No improvement shall be constructed or maintained on the Premises until the Port has first approved the design, density, size, appearance and location thereof. Before commencing any work of improvement or applying for any governmental permit or approval, Tenant shall first deliver to the Port for approval two (2) sets of schematic plans and preliminary specifications, including grading and drainage plans, exterior elevations, floor plans, site plans, and showing in reasonable detail existing topography and proposed type of use, size, land coverage, shape, height, location, material and elevation of each proposed improvement, all proposed ingress and egress to public or private streets or roads, all utilities and service connections, and all proposed landscaping, exterior materials and fences, parking, exterior lighting, signs, cut and fill, finished grade, runoff and concentration points. Nothing in this Section shall imply a submission standard higher than that required for a building permit, except as it relates to land use(s), utilities, infrastructure and impact upon adjoining properties and use(s) of adjoining properties.

The Port shall then have twenty (20) days during which to accept and approve or reject such preliminary plans and specifications. Once the preliminary plans and specifications have been approved, but prior to commencing any such work, Tenant shall submit to the Port for approval of final plans and specifications for any proposed improvements in the same manner as provided above.

All plans and specifications for grading or improvements to be submitted to the Port hereunder shall be prepared by a licensed or registered architect or engineer, as the case may be. All grading, piling, footing and foundation work must be conducted under the supervision of an appropriate licensed engineer. At the Port's option, a final certification by a licensed soils engineer or geologist must be filed with the Port upon completion of the grading work. The Port shall not unreasonably withhold its approval of any such plans or specifications.

The Port shall be conclusively deemed to have given its approval unless, within thirty (30) days after all such plans and specifications have been received by the Port, the Port shall give Tenant written notice of each item of which the Port disapproves. Unless so disapproved, the Port shall endorse its approval on at least one set of plans and return the same to Tenant. The Port may disapprove any plans which are not in harmony or conformity with other existing or proposed improvements on or in the vicinity of the Premises, or with the Port Master Plan or other plans or criteria for the Premises in the general area in which the Premises are located, the sole discretion as to such adequacy remaining with the Port. Notwithstanding the foregoing, Tenant may, in accordance with the lease, repair, replace, alter or reconstruct any improvement on the Premises for which plans were previously approved by the Port as provided above, but only if such repair, replacement, alteration or reconstruction is substantially identical to the improvement previously approved.

Concerning utility installations, Tenant, at Tenant's sole cost, including any connection fees, assessments or changes, shall be responsible for the installation on the Premises of all utilities required by Tenant's use of the Premises, assuming such utility services are available to the Premises. Any contractual arrangements with any municipal supplier with respect to the improvements or utility installation shall not be entered into by Tenant without first obtaining the Port's approval. In the event that such utility services are not readily available at the Premises, Tenant, at Tenant's sole cost, shall pay for the extension of such utilities to the Premises.

The Port shall not be liable for any damages in connection with the approval or disapproval of any plans or specifications, any construction or performance by Tenant on the Premises in connection with the erection of such improvements, any mistake in judgment, negligence or omissions in exercising its rights and responsibilities hereunder, or the enforcement or failure to enforce any provisions contained in the Lease. The Port's approval of plans and specifications shall not constitute the assumption of any responsibility by the Port or its representatives for the accuracy, efficacy or sufficiency thereof, and Tenant shall be solely responsible therefor.

2. **CERTIFICATES OF COMPLIANCE.**

Tenant shall obtain all necessary permits and shall send copies of same to the Port, as well as copies of Certificates of Completion/Occupancy associated with such permits and pay the cost thereof. Prior to commencement of any such work of improvements, Tenant shall supply to the Port a certificate from a licensed civil engineer or land surveyor verifying that the appropriate subdivision or binding site plan approval has been obtained, and that the proposed improvements will be located on the correct parcel and in accordance with plans previously approved by the Port. The Port may waive such requirement if the Port has already surveyed the proposed Premises. Upon completion of any such improvements, Tenant shall supply to the Port a further certification by Tenant's architect (including the landscape architect in the case of improvements consisting of landscaping) that the improvements, as designed by the architect, have been completed in accordance with the plans previously approved by the Port. Final landscaping as approved by the Port shall be completed within sixty (60) days after completion of the structure. Tenant shall also supply to the Port one (1) set of "as-built" grading plans showing all underground installations within sixty (60) days following completion of any substantial improvement within the Premises. Tenant shall also furnish the Port with a complete set of "as-built" building plans and an itemized statement of the actual construction cost of such improvements, not later than sixty (60) days after completion.

3. **DILIGENT COMPLETION AND COMPLIANCE.**

After commencement of construction, Tenant shall diligently complete the construction so that the improvements will not remain in a partly finished condition any longer than is reasonably necessary. Tenant shall comply with all applicable governmental laws, ordinances and other requirements or conditions and restrictions which may affect the Premises, (whether prior to, during or after construction) including, without limitation, the Americans With Disabilities Act, and shall make such corrections, alterations or other improvements which may be necessary to remedy any non-complying condition (subject to the reasonable approval of the Port), all at the sole cost and expense of Tenant.

EXHIBIT C
FORM OF LESSOR'S CONSENT AND AGREEMENT

(For Financing Purposes)

Description of Ground Lease.

"Lessor"	The Port of Olympia
"Tenant"	____________________________________
"Lease":	Ground Lease dated ______________________
"Leasehold":	Tenant's interest in the Lease and all Leasehold Improvements
"Lender(s)":	____________________________________
	____________________________________
	____________________________________
	____________________________________

NOW, THEREFORE, Lessor represents, warrants, covenants and agrees as follows:

1. **Consents.** Lessor hereby consents to the assignment of Tenant's interest in the Leasehold to Lender for security purposes under the Lender's Deed of Trust upon closing of the loan. Herein the term "Deed of Trust" shall mean the Lender's Deed of Trust as may be applicable and the "Lender" shall mean ____________________________________, as its/their interests appear in the Deed of Trust.

2. **Status of Lease.** A true and correct copy of the Lease, together with all amendments, supplements, and modifications thereto, is attached as Schedule A to this Agreement. The Lease is presently in full force and effect, is valid and enforceable according to its terms and has not been modified or amended in any way except as shown on the copy of the Lease attached hereto.

3. **Non-Default.** Tenant is not in default (a) in the payment of rent or any other amounts due and payable by Tenant to Lessor under the Lease or (b) to the knowledge of Lessor, in the observance or performance of any other covenant or condition to be observed or performed by Tenant under the Lease. To the knowledge of Lessor, no event has occurred which now does or hereafter will authorize Lessor to terminate the Lease.

4. **Right to Foreclose Deed of Trust.** Lender recognizes that any Deed of Trust taken by Lender affects and applies only to Tenant's interest in the Leasehold and that Lessor will not permit any security interest to be taken in any of its land. In the event of default by Tenant under the terms of the Deed of Trust, Lender may enforce or foreclose the Deed of Trust including the acceptance of a Deed in Lieu of Foreclosure. Lessor agrees that in connection with any such foreclosure, Lender may:

a. acquire Tenant's interest in the Leasehold either by Deed in Lieu of Foreclosure or actual foreclosure without further consent of Lessor, subject to the requirements of Section 6.4 below.

b. rent the Premises pending foreclosure of the Leasehold by Lender without further consent of Lessor.

c. assign and sell the Leasehold in whole or in part to any person or entity, subject to the requirements set forth in Section 6.5 below.

In the event the successful purchaser at the foreclosure sale is a person or entity other than Lender, such purchaser shall not automatically succeed to Tenant's interest in the Leasehold, but must first qualify as an acceptable party as set forth in Section 6.5 below, and Lender agrees to insert the following language in its Deed of Trust: *"Trustee's and Beneficiary's right to sell/assign the Leasehold interest secured by this Deed of Trust upon foreclosure to any person other than beneficiary, is limited to such person reasonably being approved by the Port of Olympia (or its successors/lessor under the Lease) pursuant to that certain 'Lessor's Consent and Agreement' between the Port of Olympia and Beneficiary."*

5. **Surrender of the Premises.** No surrender of the Premises or any other act of Tenant shall be deemed to terminate the Lease and Lessor will not terminate voluntarily by agreement with Tenant unless Lender has been previously notified in writing and has consented to the termination in writing.

6. **Notice of Default and Lender's Rights.**

6.1. **Notice of Default.** If Tenant defaults under the Lease or if any event occurs which would give Lessor the right to terminate, modify, amend or shorten the term of the Lease, Lessor shall take no steps to exercise any right it may have under the Lease without first giving Lender written notice of such default. A copy of each and every Notice of Default served or sent by Lessor or its agent to or upon Tenant pursuant to the Lease shall be sent contemporaneously to Lender in accordance with Section 13 below. Such Notice of Default shall specify the event or events of default then outstanding and the time period at the end of which the indicated action would become effective.

6.2. **Termination for Monetary Default.** If the Notice of Default given by Lessor to Lender relates to a monetary default and Tenant has not cured such monetary default within 15 days as provided in the Lease and Tenant's failure to cure results in Lessor desiring to terminate the Lease, Lessor may terminate the Lease if such monetary default is not cured by either Tenant or Lender within twenty (20) days of Lender's receipt of Notice, and kept current thereafter.

6.3. **Termination for Non-Monetary Default.** If the notice given by Lessor to Lender relates to a non-monetary default and Tenant has not cured such non-monetary default within the 30-day period specified in the Lease, Lessor shall take no action to terminate the Lease if:

(a) within 20 days after Lessor's notice to Lender to Tenant's failure to cure (or failure to diligently pursue a cure) Lender notifies Lessor of its intent to realize upon its security interest and commences realization within 60 days thereafter, and diligently pursues realization; and

(b) Lender notifies Lessor that it will assume the Lease when Lender is legally entitled to the ownership and/or possession of Tenant's interests in the Leasehold; and

(c) Lender pays Lessor at time of notification all back rent or other monies or performances due that may be in default up to the date Lender notifies Lessor of Lender's intent and further pays all rent that accrues during the period after Lender so notifies Lessor and completes such other performances that may be required or come due under the Lease.

Lessor shall not terminate the Lease because of Tenant's breach of any term(s) of the Lease relating to the solvency of Tenant or the institution of any bankruptcy, insolvency, receivership or related action by or against tenant as long as Lender cures any default under the Lease by Tenant as provided in this Consent and Agreement.

6.3.1. If the non-monetary default is of a nature which requires immediate abatement as a result of which Lender would not normally pursue realization on the collateral, and Tenant has not taken steps to immediately cure the default, then Lender must take immediate steps to cure such default within ten (10) days of receipt of notice or else the Lessor may terminate the Lease.

6.3.2. Upon termination of the Lease as provided herein, Lender will release its Deed of Trust within fifteen (15) days thereafter.

6.4. **Assumption of the Lease.** If Lender acquires the interest of Tenant at any time or takes possession of the collateral, then Lender shall formally assume the Lease within twenty (20) days thereafter. Failure to so assume the Lease shall give Lessor the right to immediately terminate the Lease.

6.5. **Right to Assign.** Lender shall not have the right to assign its interest in the Leasehold nor in the case of a foreclosure under the Deed of Trust shall the Trustee under the Deed of Trust transfer the Leasehold to any person or entity (other than Lender) without first obtaining the written consent of Lessor for such assignment or transfer, which consent will not be unreasonably withheld or delayed provided that Lender has disclosed to Lessor (a) the identity of the proposed purchaser, assignee or transferee; (b) shown that the purchaser's, assignee's or transferee's credit standing would reasonably be acceptable to a commercially prudent lender; and (c) provided evidence to Lessor that the use of the property by such purchaser, assignee or transferee shall be consistent with the terms of the Lease or Tenant's prior use of the Leasehold. Upon the purchaser's, assignee's or transferee's assumption and agreement to perform and to be bound by all of the terms of the Lease, Lender shall be relieved of further liability under the Lease, however, if Lender finances the purchaser, assignee or transferee, Lender shall again be subject to all the obligations set forth in this Agreement.

7. **Disposition of Insurance and Condemnation Proceeds.** Lessor shall be named as an additional insured under any of Tenant's casualty policies on the Premises to the extent of the interests limited in this Section 7. Should the Premises suffer any loss which is covered by casualty insurance, and the insurance proceeds are used to restore any improvements made by Tenant, Lessor agrees that Tenant and Lender shall have the right to such proceeds so long as none of Lessor's property, utilities or other services therein are damaged or such damages are repaired. In the event the Premises are substantially damaged and Tenant's improvements have been repaired, Lessor shall only participate in the insurance proceeds to the extent necessary to repair and restore Lessor's property and any of Lessor's or Tenant's improvements to the same condition they were in at the commencement of the Lease, or in the same condition at the time of the casualty. Under the Lease, Lessor has the option of requiring Tenant to remove Tenant's improvements at the end of the Lease term, or to have Tenant convey title to Tenant's interests in the Leasehold Improvements to Lessor. In the event Premises and the Leasehold are so severely damaged that Tenant's and Lenders' decision is not to repair or restore the Premises, Lessor shall participate in the insurance proceeds to the extent necessary to remove the remainder of the damaged improvements and to restore the Premises and any utilities or other such improvements (excluding rebuilding the improvements or restoring other personal property of Tenant) to the same condition they were in at the commencement of the Lease, or in the same condition at the time of the casualty. Other than as described herein, Lessor shall have no claim to insurance proceeds or condemnation proceeds that are attributable to Tenant's interest in the Leasehold, nor shall Lender have any interest in Lessor's condemnation proceeds, if any.

8. **Right to Participate in Litigation.** Lender shall have the right to participate in any litigation, arbitration or dispute directly affecting the Premises or the interests of Tenant or

Lender therein, including without limitation, any suit, action, arbitration proceeding, condemnation proceeding or insurance claim. Lessor, upon instituting or receiving notice of any such litigation, arbitration or dispute will promptly notify Lender of the same.

9. **Incorporation of Mortgagee Protection Provisions.** To the extent not inconsistent with this Agreement, all provisions of the Lease which by their terms are for the benefit of any leasehold mortgagee, are hereby incorporated herein for the benefit of Lender.

10. **Right to Remove Collateral.** In the event Lender exercises its rights under its collateral and realizes upon the collateral, Lessor agrees that Lender is entitled to remove Tenant's furniture, movable trade fixtures and equipment installed by Tenant from the Premises at any reasonable time and that the collateral shall remain personal property even though the trade fixtures may be affixed to or placed upon the Premises. "Trade fixtures" means the movable personal property of Tenant which is free standing or attached to floors, walls or ceiling, but does not include installed light fixtures, floor coverings, doors, windows, heating, plumbing or electrical systems or components thereof, including any roof-mounted HVAC equipment and/or units thereof, or permanent walls or partitions installed by Tenant. In the event Lender so realizes on its collateral, Lessor waives any right, title, claim, lien or interest in the above trade fixtures by reason of such fixtures being attached to or located on the Premises. Lender shall use reasonable care in removing the trade fixtures from the Premises and shall repair any damage that may result from such removal which shall be completed in accordance with the terms of the Lease.

11. **Interpretation of Agreement.** This Agreement sets forth the complete understanding of Lender with respect to this transaction; may be amended only in writing signed by the party against whom it is sought to be enforced; and, without limiting the generality of the foregoing shall not be deemed modified by any course of dealing. No provision in the Assignment of Tenant's Interest in Lease, Security Agreement and Deed of Trust shall vary, modify or expand the covenants herein contained. In the event of any conflict between the terms of this Agreement and the Lease, this Agreement shall control.

12. **Attorney Fee.** In the event of litigation or arbitration between the parties to enforce or interpret this Agreement, the arbitrator, Board of Arbitration or Judge, as may be appropriate, may award the prevailing party in such arbitration or litigation a reasonable attorney's fee, plus costs and costs of collection.

13. **Notices.** All notices, copies of notices, consents or other communications given under this Agreement must be in writing and shall be effective when received. Such communications shall be given in person to an officer of Lender or to Lessor or shall be delivered to one of such persons by registered or certified U.S. mail or by public or private courier or wire service or facsimile transmission addressed to the parties at their respective addresses set forth below, unless by such notice a different person or address shall have been designated in writing:

If to Lender: ______________________________(Print)
______________________________(Print)
______________________________(Print
______________________________(Print)

If to Lessor: Port of Olympia
606 Columbia Street NE Suite 300
Olympia, WA 98501
Realestate@portolympia.com

IN WITNESS WHEREOF, Lessor has executed these presents this _____ day of _______________, 20__.

LESSOR:

PORT OF OLYMPIA, a Washington Municipal corporation
By: ____
Its: ____

AGREED to this _____ day _______________, 20__.

TENANT:
By: ____
Its: ____

AGREED to this _____ day _______________, 20__.

LENDER:
By: ____
Its: ____

AGREED to this _____ day _______________, 20__.

SCHEDULE A

To Exhibit C (Lessor's Consent and Agreement)

[Insert Copy of Lease]

EXHIBIT D
RULES AND REGULATIONS

1. **USE OF PREMISES.** The use of the Premises will be restricted to that stated in Section 1 of the Lease. The Premises shall not be used for lodging or sleeping, and no animals or birds will be allowed therein.

2. **USE RESTRICTIONS - GENERAL.** Tenant shall not, without the prior written consent of Landlord, use any apparatus, machinery, or device in or about the Premises, which will cause any substantial noise or vibration. If any of Tenant's office machines or equipment should disturb the quiet enjoyment of any other tenant in the Building, Tenant shall provide adequate insulation, or take such other action as may be necessary to eliminate the disturbance. Tenant and its agents, employees, servants, or those claiming under Tenant, shall comply with all laws relating to Tenant's use of the Premises and shall observe all rules and regulations as may be adopted and published by Landlord for the safety, care, and cleanliness of the premises or the Building or the Property, and for the preservation of good order thereon and therein.

3. **USE RESTRICTIONS - EQUIPMENT.** Before installing any equipment in the Premises that generates more than a minimum amount of heat, Tenant shall obtain the written permission of Landlord, and Landlord may refuse to grant such permission if the amount of heat generated would place an undue burden on any air conditioning system for the Building.

4. **NOISE / MISCELLANEOUS USES.** Tenant shall not disturb other occupants of the Building by making any undue or unseemly noise or install or operate in or upon the Premises any machine or machinery of any kind other than office equipment, or keep or use thereon oils, burning fluids, gasoline, or other combustible materials. No explosives shall be brought into the building.

5. **WEIGHT RESTRICTIONS.** Safes, furniture, and bulky articles shall be moved in or out of the Premises only at such hours and in such manner as will least inconvenience other Tenants. Such hours and manner shall be determined by Landlord upon request of Tenant. No safe or other articles weighing more than one thousand (1,000) pounds shall be moved into the Premises without the specific prior consent of Landlord. Landlord shall have the right to determine the exact location of any articles of weight within the Premises.

6. **DIRECTORY.** A directory of tenants of the Building in which the Premises are located will be provided exclusively for display of the name and location of tenants only, and Landlord reserves the right to exclude any other names.

7. **SIGNS.** Tenant shall not at any time post or display or allow the posting or displaying of any signs, posters, or advertising, including but not limited to political signs or posters, on the Premises, Building, or Property.

8. **SOLICITORS.** Landlord will make an effort to keep solicitors out of the Building in which the Premises are located. Tenant will cooperate with Landlord's effort to accomplish this end.

9. **ENTRIES, PASSAGES AND STAIRWAYS.** The Building entries, passages and stairways shall not be obstructed by tenants or used for any purpose other than ingress and egress. Tenants shall not use such entries, passages, and stairways for storage at any time.

10. **PERSONS DISTURBING TO OTHER TENANTS.** Landlord reserves the right to exclude or expel from the Building or the Property any person whose conduct is disturbing to tenants, or who shall violate in any manner these rules and regulations.

11. HOURS BUILDING WILL BE OPEN. Intentionally Omitted.

12. SMOKING. This is a non-smoking Building. Smoking is not allowed in the Building, or anywhere within 25 feet of any and all exterior entrances, and only in designated areas on the Property.

13. PARKING. General parking will be provided, limited to the existing parking available on the Property, and will be available on a non-reserved first-come-first-served basis. Tenants will not park or cause to park unused cars in the general parking area. Cars left unused for twenty-four (24) hours or more without prior Landlord approval will be subject to towing. Any costs associated with the removal of unused cars will be the responsibility of the Tenant.

14. RULES AND REGULATIONS. Tenants and their agents and employees at all times will observe, perform, and abide by all of the within rules and regulations and any and all which may hereafter be promulgated by Landlord. Landlord is not responsible to any tenant for the non-observance or violation of the rules and regulations by any other tenant or its agents, employees, contractors, invitees, licensees, or guests.

15. CHANGES IN RULES AND REGULATIONS. If it shall be necessary in order to reasonably safeguard the Premises, Building, or Property, and its occupants, or to protect the reasonable use and enjoyment thereof by the tenants or their agents, employees, invitees, or licensees, or in order to comply with any law, or whenever deemed reasonably necessary or desirable by Landlord, to add to these rules and regulations, or to alter or eliminate one or more of them, Landlord shall have the right to do so upon twenty-four (24) hours prior written notice to tenants.

COVER MEMO

Briefing Date/Time:	August 10, 2026
Staff Contact/Title:	James Sommer, Public Works Program Manager 360.528.8005, JamesS@PortOlympia.com
Subject:	Swantown Boatworks Stormwater Retrofit – Contract Award
Purpose:	☐ Information Only ☒ Decision Needed

Overview:

- This is a consent agenda item. Action is requested.

Background:

On August 14, 2023, the Commission authorized a contract (2023-1011) with Skillings to provide engineering design services for the Swantown Boatworks Stormwater Retrofit Project. The Port has since collaborated with Skillings and the Department of Ecology (DOE) to design improvements to the stormwater treatment chain system at Swantown Boatworks, aimed at enhancing the removal of metals from stormwater runoff to ensure the Port complies with current and future stormwater quality standards.

The recommended improvements include installation of an AQUIP treatment system with enhanced media configuration, a pretreatment chamber for solids settling, passive pH conditioning, and oil-water separation, along with site conveyance upgrades.

The Port published a construction bid package for the Swantown Boatworks Stormwater Retrofit Project on July 14, 2026, using a formal competitive bid process. As of August 3, 2026, 60 firms have downloaded the bid package.

Documents Attached:
- Engineers Estimate of Probable Cost to Construct

Summary and Financial Impact:
This project has an approved 2026 capital budget of $850,000.00. In addition to Port of Olympia funding, DOE has awarded the Port a Stormwater Financial Assistance Program grant for this project. The authorized grant award is an amount not to exceed $550,000.00.

Skillings has provided an estimated construction cost of $409,255.00, including sales tax, for this project. It is fully anticipated that the combination of existing Port capital budget funds plus the finalized grant award amount will be sufficient to cover the total project cost.

Affected Parties:
- Swantown Marina & Boatworks
- General Public

Environmental Considerations:
DOE stormwater quality standards have, and are expected to continue to, become more restrictive over time. Boatworks has revised its boatyard best practices and incorporated additional filtering mechanisms to address these more restrictive compliance requirements. They have been successful to date; however, it has become clear that such modifications alone will not be sufficient to meet compliance standards at every juncture. Installation of an advanced treatment system, with enhanced media and other improvements integration, is all but mandatory to ensure boatyard operations continue with a minimal environmental impact, one that complies with all current and future requirements.

Options with Pros and Cons:
1. Authorize the Executive Director to award and execute a contract with the lowest responsive, responsible bidder, in accordance with the requirements outlined in the "Staff Recommendation" section

   Result: The Swantown Boatworks Stormwater Retrofit Project proceeds as planned, remaining on schedule in accordance with the timeline approved by DOE.

2. Do not authorize the Executive Director to award and execute a contract with the lowest responsive, responsible bidder, in accordance with the requirements outlined in the "Staff Recommendation" section

    Result: The Swantown Boatworks Stormwater Retrofit Project will be delayed and is at risk of losing DOE grant funding if it does not move forward as planned. Additionally, the lack of a stormwater retrofit will make it exceedingly difficult to comply with current and future DOE stormwater quality standards.

Staff Recommendation:

Port staff recommends, via the Consent Calendar, that the Commission authorize the Executive Director to award and execute the Swantown Boatworks Stormwater Retrofit contract to the lowest responsive and responsible bidder, provided that the Port's contribution does not exceed the approved 2026 Capital Budget allocation of $300,000.00 for the Swantown Boatworks Stormwater Treatment System.

Port of Olympia - Swantown Boatworks Stormwater Retrofit

Engineer's Estimate of Probable Costs to Construct (07.27.2026)
Bid Document Cost Estimate

Entered By:	Kazuma Lane, E.I.T
Checked By:	Ian Lee, P.E.
Prepared For:	Port of Olympia
Revision:	Addendum No. 1

SCHEDULE A - STORMWATER

Bid Item	STD. Item	Description	Quantity	Unit	Unit Price	Amount
1A	1-04	Minor Changes	1	EST	$ 25,000.00	$ 25,000.00
2A	1-05	Record Drawings	1	EST	$ 5,000.00	$ 5,000.00
3A	1-05	Mobilization	1	L.S.	$ 50,000.00	$ 50,000.00
4A	SP 2-02	Removal and Disposal of Hazardous Materials	1	F.A.	$ 25,000.00	$ 25,000.00
5A	4-04	Crushed Surfacing Base Course	90	C.Y.	$ 90.00	$ 8,100.00
6A	SP 5-04	HMA Cl. 1/2 In. PG 58H-22	80	TON	$ 220.00	$ 17,600.00
7A	SP 5-04	Temporary Pavement	210	S.Y.	$ 50.00	$ 10,500.00
8A	SP 5-05	Commercial Cement Conc. Pad	40	S.Y.	$ 175.00	$ 7,000.00
9A	7-04	Abandon Existing Storm Sewer Pipe	240	L.F.	$ 20.00	$ 4,800.00
10A	7-04	Corrugated Polyethylene Storm Sewer Pipe 12 In. Diam.	240	L.F.	$ 50.00	$ 12,000.00
11A	SP 7-05	Connection to Existing Storm Sewer Pipe	9	EA	$ 2,500.00	$ 22,500.00
12A	7-05	Catch Basin Type 1	1	EA	$ 3,000.00	$ 3,000.00
13A	7-05	Catch Basin Type 2 48 In. Diam.	3	EA	$ 6,000.00	$ 18,000.00
14A	7-05	Catch Basin Type 2 72 In. Diam. w/ Flow Splitter	1	EA	$ 10,000.00	$ 10,000.00
15A	SP 7-05	Wet Well (84 In. Diam.)	1	EA	$ 15,000.00	$ 15,000.00
16A	7-08	Structure Excavation Class B incl. Haul	320	C.Y.	$ 25.00	$ 8,000.00
17A	7-08	Shoring or Extra Excavation Class B	2000	S.F.	$ 1.00	$ 2,000.00
18A	7-08	Gravel Backfill for Pipe Zone Bedding	90	C.Y.	$ 65.00	$ 5,850.00
19A	7-08	Bank Run for Trench Backfill	70	C.Y.	$ 65.00	$ 4,550.00
20A	SP 7-20	Aquip Treatment Facility	1	EST	$ 60,000.00	$ 60,000.00
21A	SP 7-28	Electrical System	1	L.S.	$ 42,000.00	$ 42,000.00
22A	8-01	Erosion Control & Water Pollution Prevention	1	L.S.	$ 3,000.00	$ 3,000.00
23A	8-01	ESC Lead	1	L.S.	$ 5,000.00	$ 5,000.00
24A	8-01	Inlet Protection Devices	5	EA	$ 200.00	$ 1,000.00
NEW 25A	7-04	Corrugated Polyethylene Storm Sewer Pipe 15 In. Diam.	110	L.F.	$ 65.00	$ 7,150.00

WORK DONE BY CONTRACTOR	$ 372,050.00
Sales Tax @ 10.0% (WAC Tax Rule 170)	$ 37,205.00
0% CONTINGENCY	$ -
TOTAL - SCHEDULE A	$ 409,255.00

7/27/2026

PORT OF OLYMPIA
Bills & Vouchers
July 2026 Summary of Payments

GENERAL

PREPRINTED WARRANTS	$	1,644,331.48
ELECTRONIC PAYMENTS	$	508,051.73
BOND DEBT PAYMENTS		NONE
VOIDED WARRANT(S)- 4-lost and reissued check - 39 checks 7-2-26 check run printing error. All reprinted same day	$	(232,901.94)
TOTAL PAYMENTS:	$	1,919,481.27

General Fund Warrants Issued:	CK# 094506-094736
Electronic Payments Issued:	EP# 001743-001756
Bond Debt Payments Issued:	NONE
Voided Warrant(s):	CK#094259,094506-094544,094589,094600,094608,
Voided Electronic Payment(s):	NONE

Payments over $200,000:

Warrant #	Amount	Pay To	
001753	$363,131.05	Dalton, Olmsted, & Fuglevand	Budd Inlet field work and lab analysist
094699	$705,169.00	Enduris	Port Insurance annual renewal

We the undersigned Board of Commissioners of the Port of Olympia, Olympia Washington, do hereby authorize the issuance of the warrants described above.

Jasmine Vasavada, Commission President

Sarah Montano, Commission Vice-President

Joel Hansen, Commission Secretary

Jerry Toompas, Commissioner

Krag Unsoeld, Commissioner

Alexandra K. Smith, Executive Director

PORT OF OLYMPIA
VOUCHER APPROVAL LISTING
JULY 2026
Issued 7/2/2026

WARRANTS ISSUED:		WARRANT NUMBERS:		
	COMPUTER PREPARED	094506 to 094583		$\boxed{452,161.70}$
	Voided Warrant(s) printing error	094506 to 094544		$ (226,080.85)
ELECTRONIC PAYMENTS:		ACH NUMBERS:		
	COMPUTER PREPARED			
	Voided Electronic Payment(s)	TOTAL WARRANTS		$ 226,080.85

RCW 42.24.080: "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, and that the claims are just, due and unpaid obligations of the Port of Olympia, and that I am authorized to authenticate and certify to said claims".

Trisha Miller, Controller

PORT OF OLYMPIA
VOUCHER APPROVAL LISTING
JULY 2026
Issued 7/15/2026

WARRANTS ISSUED:		WARRANT NUMBERS:	
	COMPUTER PREPARED	094632 to 094682	83,253.38
ELECTRONIC PAYMENTS:		ACH NUMBERS:	
	COMPUTER PREPARED		
	Voided Electronic Payment(s)	TOTAL WARRANTS	$ 83,253.38

RCW 42.24.080: "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, and that the claims are just, due and unpaid obligations of the Port of Olympia, and that I am authorized to authenticate and certify to said claims".

Trisha Miller

Trisha Miller, Controller

T. Miller

PORT OF OLYMPIA
VOUCHER APPROVAL LISTING
JULY 2026
Issued 7/9/2026

WARRANTS ISSUED:		WARRANT NUMBERS:	
	COMPUTER PREPARED	094584 to 094631	163,583.87
ELECTRONIC PAYMENTS:		ACH NUMBERS:	
	COMPUTER PREPARED		
	Voided Electronic Payment(s)		
		TOTAL WARRANTS	$ 163,583.87

RCW 42.24.080: "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, and that the claims are just, due and unpaid obligations of the Port of Olympia, and that I am authorized to authenticate and certify to said claims".

Trisha Miller, Controller

PORT OF OLYMPIA
VOUCHER APPROVAL LISTING
July 2026
Issued 7/17/2026 to 7-29-2026

WARRANTS ISSUED:		WARRANT NUMBERS:	
	COMPUTER PREPARED	094683 to 094684	80,700.31
	Voided Warrant(s) mailed/lost- reissued	094609	$ (3,600.00)
ELECTRONIC PAYMENTS:		ACH NUMBERS:	
	COMPUTER PREPARED		
	PAYROLL DIRECT DEPOSIT DATE:		
	Voided Electronic Payment(s)	TOTAL WARRANTS	$ 77,100.31

RCW 42.24.080: "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, and that the claims are just, due and unpaid obligations of the Port of Olympia, and that I am authorized to authenticate and certify to said claims".

Trisha Miller, Controller

PORT OF OLYMPIA
VOUCHER APPROVAL LISTING
July 2026
Issued 7/30/2026

WARRANTS ISSUED:		WARRANT NUMBERS:	
	COMPUTER PREPARED	094685 to 094734	858,400.98
	Voided Warrant(s)		
ELECTRONIC PAYMENTS:		ACH NUMBERS:	
	COMPUTER PREPARED		
	PAYROLL DIRECT DEPOSIT DATE:		
	Voided Electronic Payment(s)	TOTAL WARRANTS	$ 858,400.98

RCW 42.24.080: "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, and that the claims are just, due and unpaid obligations of the Port of Olympia, and that I am authorized to authenticate and certify to said claims".

Trisha Miller

Trisha Miller, Controller

T. Miller

PORT OF OLYMPIA
VOUCHER APPROVAL LISTING
July 2026
Issued 7/31/2026

WARRANTS ISSUED:		WARRANT NUMBERS:	
	COMPUTER PREPARED	094735 to 094735	6,231.24
	Voided Warrant(s)		
ELECTRONIC PAYMENTS:		ACH NUMBERS:	
	COMPUTER PREPARED		
	PAYROLL DIRECT DEPOSIT DATE:		
	Voided Electronic Payment(s)	TOTAL WARRANTS	$ 6,231.24

RCW 42.24.080: "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, and that the claims are just, due and unpaid obligations of the Port of Olympia, and that I am authorized to authenticate and certify to said claims".

Trisha Miller, Controller

Ck will be VOID.

And thus COVER MEMO	
Briefing Date/Time:	August 10, 2026
Staff Contact/Title:	Alex Smith, Executive Director (360) 528-8001, alexs@portolympia.com
Subject:	POCAC Applications
Purpose:	☒ Information Only ☐ Decision Needed

Type of Agenda Item:
Advisory

Background:
On June 8, 2026 the Commission passed Resolution 2026-05 updating the rules governing the Port of Olympia Community Advisory Committee (the POCAC). The Resolution provides for a 15-member POCAC, with a goal of having three members from each of the Port of Olympia election districts. Each Commissioner appoints three POCAC members. The Resolution recognizes that equal representation from all election districts may not be possible and thus provides for Commissioners to appoint members from Thurston County at large.

The Commission also committed to re-appointing current POCAC members who indicated they wanted to stay on the POCAC.

Once the Resolution was passed, Port staff held an open recruitment for additional community members interested in serving on the POCAC. All those interested were pointed to the Port website to fill out an application. The recruitment was open from June 15th through July 31st.

Applications Received:

The Port received six applications from the following individuals:

Name	Election District
Dan Decker	1
Sherrie Ilg	1
David Lund	1
Heather Christianson	1
Edward Humble	4
Rose Gunderson	4

Current POCAC Members Seeking Reappointment:

Name	Election District	Current Term End Date
Jack Havens	3	December 2026
Darlene Kemery	3	December 2028
Debbie Pattin	3	December 2028
Sue Patnude	3	December 2027
Jim Thornton	2	December 2027
Bob Wubbena	1	December 2027

Together the new applicants and current POCAC members add up to 12 individuals from the following election districts:

- **District 1:** 5 candidates
- **District 2:** 1 candidate
- **District 3:** 4 candidates
- **District 4:** 2 candidates
- **District 5:** None

Following this advisory, staff will forward application materials from the six applicants to the Commission for their review and consideration. Staff will bring recommendations to the September 14th Commission Meeting for the Commission's consideration.

Alignment with Vision 2050:
Supports the Vision 2050 Goal to build community partnerships and expand communication and public participation.

Environmental Considerations and Review:
N/A

Alternatives Considered:
In passing Resolution 2026-05 the Commission considered a number of alternatives for how the POCAC is structured, is organized, how it operates, and how new members are recruited and selected. This advisory reflects Port staff's implementation of the alternatives selected by the Commission in that Resolution.

Staff Recommendation:
N/A

Documents Attached:
Resolution 2026-05

PORT OF OLYMPIA COMMISSION
RESOLUTION 2026-05

A RESOLUTION OF THE PORT OF OLYMPIA COMMISSION regarding the community advisory committee known as the Port of Olympia Community Advisory Committee (POCAC) and superseding Resolutions 2025-02, 2024-08, 2023-09, 2022-15, 2021-06, 2019-10, and 2019-03.

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

WHEREAS, this Resolution supersedes Port Commission Resolutions 2025-02, 2024-08, 2023-09, 2022-15, 2021-06, 2019-10 and 2019-03.

NOW, THEREFORE, BE IT RESOLVED, after due consideration, the Port Commission establishes the following:

1. <u>The Port of Olympia Community Advisory Committee (POCAC):</u>

The POCAC is a committee of community members selected through an application process as determined by the Port Commission.

2. <u>Purpose:</u>

The purpose of the POCAC is to provide input to the Port Commission on tasks assigned by the Port Commission. The purpose is for the POCAC to provide feedback representing a community perspective on Port operations and projects. This feedback is important to fully understand community sentiment related to Port affairs and the areas for which improved communication and transparency may be needed.

3. <u>Composition:</u>

POCAC membership shall consist of fifteen (15) members with membership not to fall under nine (9) members. All members shall be residents of Thurston County. The 15 members shall comprise, if possible, of three (3) members from each of the five (5) Port of Olympia election districts. In the event that each election district is unable to field 3 members the remaining membership shall be recruited from Thurston County community at large. A Port Commissioner and the Executive Director or their designee shall serve as ex officio members of POCAC and attend monthly POCAC meetings. In this case ex officio shall mean non-voting members and will attend to better understand POCAC projects and to provide direct feedback to POCAC on these projects and other Port business.

In making appointments, the Port Commission shall strive to maintain balanced representation from across the Port Commissioner districts and from diverse community perspectives within Thurston County.

The Commission may consider geographic distribution, community involvement, professional background, and other factors necessary to ensure that the committee reflects a broad range of community viewpoints.

4. Duties:

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

The Port shall supply a commission coordinator to publish the notice for scheduled meetings, assist the POCAC by scheduling meetings, and other duties as authorized by the Port Commission or Executive Director.

The Port Commission or Executive Director will provide guidance when requested by the POCAC. The Executive Director will assign Port staff for expertise, if required and as capacity allows.

5. Assignments:

The Port Commission shall initiate POCAC tasks in writing. The written request shall include a description of the proposed task, staff involvement, schedule and deliverables, if necessary. The POCAC shall review and either accept the task or propose changes to the task for Port Commission review and approval. If a task is proposed to the Port Commission by the POCAC, it shall include a description of the proposed task, staff involvement, schedule and deliverables. The Port Commission may approve, deny or request amendments to the proposed POCAC task. All written task requests shall be in the form set out as an attachment to Exhibit "A" attached to and made a part hereof.

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:** 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 shall provide written feedback to the POCAC on the product submitted no later than sixty (60) days from when the product is received. Feedback shall provide reasonable detail on the product from the Port Commission.

b. **Policy recommendation:** This product will recommend a new policy or modification or amendment to an existing policy. 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. The Port Commission shall provide written feedback to the POCAC on the product submitted no later than sixty (60) days from when the product is received. Feedback shall provide reasonable detail on the product from the Port Commission.

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. The Port Commission shall provide written feedback to the POCAC on the product submitted no later than sixty (60) days from when the product is received. Feedback shall provide reasonable detail on the product from the Port Commission.

6. Scheduled Meetings:

POCAC shall establish a monthly meeting schedule in the format generally described in Exhibit "A", attached hereto. Monthly meetings shall normally not be held in August or December. Special meetings may be called by a majority of the existing membership or by the Chair of POCAC.

7. Community Involvement:

The POCAC, with Port Commission approval, may solicit public opinion in a manner consistent with assignments and Port Commission priorities.

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

8. Sub-Committees:

POCAC is comprised of three (3) standing subcommittees, Public Access Environmental Stewardship, and Economic Opportunities. Assignments shall generally be evaluated by the full POCAC to determine how best to accomplish them. The POCAC may accomplish the assignment as a full body or assign to the appropriate subcommittee. In the event an Assignment does not fall within the coverage of any of the three subcommittees, an ad hoc subcommittee may be formed to address the Assignment. Once an Assignment is completed by the ad hoc subcommittee, the ad hoc subcommittee shall end its operations with a written notice to the Port Commission.

Each Sub-Committee will select a member to serve as Chair. The Sub-Committee chair shall be elected by a majority vote of subcommittee members. The Sub-Committee chair shall serve no more than two (2) consecutive one-year terms. The Sub-Committee Chair shall submit updates to the POCAC at regularly scheduled POCAC meetings and present the final report or presentation to the Port Commission.

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.

9. Officers:

The officers of the POCAC shall include a Chair and Vice Chair to preside and facilitate POCAC meetings and present special reports. The POCAC members in these positions shall serve no more than two (2) one-year terms.

The POCAC Chair and Vice Chair shall be selected annually by the Commission. In November of each year, the Executive Director will solicit names of POCAC members interested in serving as Chair or Vice Chair for the following year. The Executive Director will forward the names of all POCAC members interested in serving as Chair and Vice Chair to the Commission for their consideration. The Commission will select a Chair and Vice Chair in an open public meeting each December.

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 will be provided in writing or at a regular Commission meeting or work session. The POCAC shall determine the appropriate format for the report.

10. Terms:

On adoption of this Resolution, the Commission will open all POCAC positions for recruitment and appointment. Current POCAC members are encouraged to submit their names for reappointment.

A full term for POCAC members is three years. These terms will be staggered to the extent possible to allow for continuity of membership. The POCAC members shall each serve no more than four (4) 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. When POCAC membership falls below 9 members new POCAC members shall be selected in accordance with Section 11 below. The Port Commission also has discretion to appoint, reappoint, or extend the term of POCAC members to address extenuating circumstances.

The Commission may remove a member before the end of a term for failure to attend meetings, failure to participate in committee work, violation of committee rules, or other conduct that materially interferes with the effective functioning of the committee.

A member may resign at any time by submitting a written notice to the Commission or the Executive Director. The resignation shall take effect on the date specified in the notice or, if no date is specified, upon receipt.

Vacancies occurring before the expiration of a term shall be filled for the remainder of that term using the appointment process described in Section 11.

11. Selection of New Members:

When a vacancy occurs, the Port shall initiate the public recruitment process as soon as practicable.

Recruitment of new POCAC members will include an open and transparent advertisement and application process including applicants encouraged to apply by Commissioners or POCAC members.

The Port will publicly advertise all vacancies on the Port website and through other appropriate communication channels. Recruitment announcements shall describe the purpose of the committee, duties of members, qualifications for service, and the application deadline. The application period shall remain open for no fewer than thirty (30) days.

Each potential member will submit an application to be sent to all Port Commissioners for their consideration..

Applicants shall be e asked to provide information on the following:

- Demonstrated interest in the work of the Port and community engagement
- Ability to consider issues from a community-wide perspective
- Relevant knowledge, experience, or professional expertise

• Ability to participate constructively in collaborative deliberations
• Commitment to regular attendance and participation

Each Commissioner shall nominate three candidates for POCAC membership: one from within his or her district, and two "at-large" candidates from within Thurston County. The Commission as a whole shall vote on the full slate of nominations at a public meeting.

For the first selection period following adoption of this Resolution, each Commissioner shall use one of their at-large nominations to nominate a current member of the POCAC who has chosen to submit his or her name for consideration.

12. Approval of Travel and Other Expenses:

The Port Commission will budget annually for expenses. The POCAC Chair shall request approval of travel and other expenses for POCAC members to the Executive Director. 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.

13. 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" of this Resolution.

ADOPTED by a majority of the members of the Port Commission for the Port of Olympia, a majority voting on this Resolution at a regular Port Commission meeting on June 8, 2026, as attested to by the signatures below of the Port Commissioners on this 8th day of June 2026.

PORT OF OLYMPIA COMMISSION

Jasmine Vasavada, President

Sarah R Montano

Sarah Montano, Vice President

Joel Hansen, Secretary

Krag Unsoeld

Jerry Toompas

COVER MEMO

Briefing Date/Time:	August 10, 2026
Staff Contact/Title:	Alex Smith, Executive Director (360) 528-8001, alexs@portolympia.com
Subject:	Contract for Grant Assistance
Purpose:	☒ Information Only ☐ Decision Needed

Type of Agenda Item:
Advisory

Background:
On June 1, 2026 the Port issued a Request for Proposals (RFP) for assistance with grant writing, grant administration, and the development of a long-term funding strategy for capital projects. A copy of the RFP is attached.

The Port received fifteen responses to the RFP, which were reviewed and scored by a team of four Port staff. Responses came from companies all over the United States and Canada.

The response that scored the highest came from the Beckett Group, a Washington company owned and operated by Bruce and Jeannie Beckett. Jeannie Beckett worked for 24 years at the Port of Tacoma, where she served in a number of leadership roles in operations and finance. Bruce Beckett has worked as a lobbyist in the state legislature, representing ports on a variety of issues. Together they have helped ports across Washington obtain tens of millions of dollars in grant funds. A copy of the Beckett Group's response to the RFP is attached.

Staff recommends entering into a contract with the Beckett Group that operates with a series of task orders as individual projects or grant opportunities arise. The contract is for two years with three one year options. Staff is proposing a "not to exceed" contract amount of $250,000, anticipating spending the contract amount down over the five years of the contract as grant opportunities arise.

Alignment with Vision 2050:
Supports Vision 2050's Goal 1, 2, 8 and 9 to support Port infrastructure and operations, and to develop a long-term funding strategy..

Environmental Considerations and Review:

N/A

Alternatives Considered:
The Port considered hiring in-house grant support but felt the intermittent and sporadic nature of grant opportunities may not justify hiring a full-time employee. Once the Port decided to hire an outside contractor, we considered all fifteen companies that responded and evaluated them on their qualifications, experience, references and the reasonableness of the cost of their proposal. The Beckett Group scored the highest of the fifteen submittals.

Staff Recommendation:
N/A

Documents Attached:
- RFP Solicitation for 1016-1022 – Grant Writing, Grant Administration and Funding Strategies
- Proposal in Response to RFP No. 2026-1022 from the Beckett Group

RFP Solicitation

For

2026-1022 – Grant Writing, Grant Administration and Funding Strategies

June 01, 2026

Request for Proposal (RFP)	Submit Proposal to:
RFP Number: 2026-1022 **RFP Title: Grant Writing, Grant Administration and Funding Strategies** **Release Date: June 01, 2026** **Port Contracts Administrator:** Name: Hannah Ellis E-mail Address: HannahE@PortOlympia.com Phone: 360.528.8040 **Port Contract Manager:** Name: James Sommer E-mail Address: JamesS@PortOlympia.com Phone: 360.528.8005 **Proposal Due Date: June 22, 2026**	**Procurement Platform:** https://portolympia.bonfirehub.com

Contents

SECTION 1: SCOPE OF SERVICES SUMMARY, BACKGROUND

Scope of Services Summary:

The Port has determined it is in its best interests to request outside assistance for grant writing and administration and developing funding strategies for capital projects.

The assistance with developing funding strategies requires understanding Port operations, the kinds of grants and other funding sources available to Ports, and collaboration with Port Executive leadership to develop strategies for the variety of areas in which the Port has funding needs.

Grant writing will include identifying grant opportunities that align with identified Port priorities and writing proposals to secure grant money. The job requires: (a) knowledge of the universe of grant and other funding available to ports; (b) demonstrated success in securing federal and state funds for public ports; (c) excellent research and communication skills; and (d) the ability to clearly communicate in both written and verbal communication.

The scope of work could include, but is not limited to, the following services:

- In collaboration with Port Executive leadership, developing funding strategies for Port priorities, including capital projects.
- Researching grant opportunities from government and non-government agencies.
- Completing grant proposals/applications and submitting them to the granting organization.
- Providing grant management, including completing reports and reimbursement submissions, ensuring grant compliance, and providing all associated correspondence.

Background:

The Port of Olympia serves the community in a wide variety of ways, operating transportation facilities so that it can participate in many of the area's economic development efforts.

From the commercial center at New Market Industrial Campus to the Marine Terminal to Swantown Marina and Boatworks and the Olympia Regional Airport, the Port of Olympia is committed to fostering economic growth of the South Puget Sound region and serving the needs of global customers.

SECTION 2: SCHEDULES

The Port reserves the right to revise the planned timeline below, as needed.

Solicitation

Solicitation Released	June 01, 2026
Questions & Answer Period	June 01 – June 09, 2026
Addenda Issued No Later Than	June 11, 2026
Proposal Submission Due	**05:00 PM June 22, 2026**

Selection of Vendor

Review of Proposals Week of:	June 22, 2026
Interviews Week of *(if required)*:	June 29, 2026
Selection of Vendor (or sooner):	July 03, 2026

Contract

Desired Start Date:	Upon Contract Execution
Initial Term Completion Date:	July 31, 2028

Contract term is for no more than two years, and can include up to three, one-year time extensions by contract amendment (total contract length not to exceed 5 years).

SECTION 3: VENDOR AND PROPOSAL REQUIREMENTS

Proposal Requirements:

a. Cover letter summarizing information included with proposal and any other information vendor believes may assist the Port in its decision-making process (maximum three double-spaced, typewritten pages.)
b. Provide details on your grant writing achievements and skills.
c. Provide details of grants awarded in which you were the primary grant writing.
d. List any experience you have working with Ports in securing grant funding.
e. List any experience you have working as the primary grant administrator for both state and federal grants.
f. Hourly rates for services.
g. Include three (3) professional references.

SECTION 4: SUBMITTAL PROCESS

Online Procurement Platform

Proposals for this RFP will only be accepted utilizing the Bonfire web portal located at https://portolympia.bonfirehub.com/portal/?tab=openOpportunities. Vendors that intend to respond must ensure that they have the necessary software to access and download the RFP and related documents through Bonfire. Vendors that intend to submit a Proposal must consult the portal on a regular basis through "Proposal Submission Due" date in Section 2 for any document updates and/or addenda. Proposals must be based on the most current version of the RFP available on the portal as of the "Addenda Issued No Later Than" date. As a registered Bonfire user, downloading the RFP will automatically trigger notifications of all RFP updates and addenda.

Vendors may contact Bonfire support via email at support@gobonfire.com or by phone at (800) 354-8010, Ext 2. Vendors shall not contact the Port for technical assistance as it relates to submitting their Proposals via Bonfire.

The Port will not assume any risk, responsibility, or liability whatsoever to any Vendor for ensuring that the Bonfire portal is in good working order or that the Vendors are able to download and upload documents or other material from or to the Bonfire portal, including, without limitations, delays caused by Bonfire when responding to the Vendor for requests for technical support. It is the Vendor's responsibility to upload their Proposals in sufficient time prior to the Proposal Submission due date and time. The Port makes no representation, warranty, or condition that the Bonfire website will be uninterrupted, timely, secure, or error free.

Proposal Submissions received after the Proposal Submission due date and time will not be considered.

Unless Bonfire is technically unavailable for Proposal Submissions, the Port is not obligated to extend the Proposal Submission due date and time.

Upon Proposal Submission, each Vendor will receive an email confirmation receipt with a unique confirmation number as proof of submission. This will be the only confirmation notice received.

SECTION 5: EVALUATION PROCESS

The following weighting and points will be assigned to the Proposal for evaluation purposes:

Management Proposal	**75 Points**	**70%**
Qualifications/Expertise of Vendor	35 Points	
Experience of the Vendor	25 Points	
References	10 Points	
Reasonableness of Cost	**30 Points**	**30%**
Total	**100 Points**	**100%**

The Port reserves the right to award the Contract to the Vendor whose Proposal is deemed to be in the best interest of the Port.

ORAL PRESENTATIONS MAY BE REQUIRED
Oral presentations, if considered necessary, will be utilized in selecting the winning Proposal. The Port, at its sole discretion, may elect to select the top scoring finalists from the written evaluation for an oral presentation and final determination of Contract award. The Port reserves the right to award the Contract to the Vendor whose Proposal is deemed to be in the best interest of the Port.

SECTION 6: ADMINISTRATIVE REQUIREMENTS

Prevailing Wage

The Vendor shall comply with the requirements of RCW 39.12, if applicable, and shall pay each employee an amount not less than the Prevailing Rate of Wage, as specified by the Industrial Statistician of the Washington State Department of Labor and Industries (L&I) https://secure.lni.wa.gov/wagelookup. Before commencement and upon completion of work, the Vendor shall file all necessary forms and pay the filing fees required by L&I. The Vendor shall indemnify and hold the Port harmless from any claims related to the payment or non-payment of such wages by the Vendor.

For the purpose of this Contract the prevailing wage rate is set as the Proposal Submission date listed in Section 2. Unless otherwise noted, all work performed under this contract will take place in Thurston County, Washington.

Bonding

This RFP does not require a Bid Guarantee, Performance, or Payment Bond.

Retainage

This RFP and any contract resulting from it will not require retainage to be held from invoices submitted.

Exhibit A: Sample Contract

OPERATIONAL PERSONAL SERVICES CONTRACT
NO. XXXX-XXXX
CONTRACT NAME

This Contract is made by and between the Port of Olympia, a Washington municipal corporation (hereafter referred to as the "Port") and XXXX., UBI XXX XXX XXX, (hereafter referred to as the "Consultant"), and collectively sometimes referred to as "Parties" or individually as "Party."

The Port desires to retain the Consultant to provide XXXX, (the "Services") which requires specialized skills and other support capabilities which the Port is not able to provide.

The Consultant has been deemed to possess the required skills and the necessary capabilities, including technical and professional expertise, to perform the Services set forth in this Contract. The Parties agree that this Contract is consistent with applicable statutory and Port policy requirements.

Recitals

I. The Washington State Legislature provides authority for Ports to enter into Personal Services Contracts under Chapter 53.19, of the Revised Code of Washington (RCW);

II. The Washington State Legislature has empowered Port districts to delegate administrative powers and duties as they deem proper for the efficient and proper management of the Port's operations (RCW 53.12.270);

III. The Port's Commission has delegated administrative powers and duties, including the ability to contract for Personal Services Contracts, to the Executive Director of the Port through Resolution 2019-06.

IV. Personal Services are defined under RCW 53.19.010 as services provided by a consultant which involve technical expertise to accomplish a specific study, project, task, or other work. These activities and products are mostly intellectual in nature.

The Parties agree as follows:

1. Scope of Services/Additional Requirements.

1.1. The Consultant shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof (the "Services"), as detailed in Exhibit "A".

1.2. All Services shall be provided according to the care and skill ordinarily used by members of the Consultant's profession practicing under the same or similar circumstances at the same time and in the same locality as the Services being performed.

1.3. For any on-call contract, as identified in the title, work performed must be done through the issuance of a Task Order issued by the Port. Task Orders will have a defined Scope of Work accompanied by a not to exceed (NTE) amount for said Task Order. The compensation rates for work performed under any issued Task Order may not exceed the agreed upon rates incorporated into this Contract.

1.4. Additional Requirements include:

2. Term.

2.1. This Contract is effective upon execution by an Authorized Representative for the Consultant and the Executive Director of the Port. The Consultant shall begin and complete the provision of the Services, unless sooner terminated according to this Contract or Consultant has entered an on-call Contract as provided in paragraph 1.3 herein, as follows:

Commencement Date: **XXXX**
Completion Date: **XXXX**

2.2. In the event that the mutual execution date is after the Commencement date listed above, the Parties hereby agree that the Commencement date shall be used as the starting date for this Contract.

2.3. Contract term is for no more than two years and can include up to three, one-year time extensions by amendment, per Port policy 1001 and solicitation documents.

3. Compensation and Billing.

3.1. The Port shall pay the Consultant on a Time and Expense basis or Lump Sum, not-to-exceed XXXX and zero cents ($XX,XXX.00) for the initial term of this Contract and paid according to the Rate Schedule shown in Exhibit "A".

3.1.1. Expenses are defined as costs incurred by the Consultant, other than payroll costs, which are directly attributable to the performance of the Services and include mileage and related expenses, long-distance telephone, facsimile, postage and delivery, and other expenses incurred in the direct interest of the Services. Expenses shall also include technical or professional services obtained by the Consultant upon prior approval of the Port that are needed by the Consultant to complete the Services. Such costs shall be reimbursed by the Port to the Consultant at cost. Mileage shall be reimbursed at the IRS mileage rate in effect at the time travel occurred. The Port will not reimburse Consultant for any costs determined in the Port's discretion to be unreasonable or unrelated to the services provided. Consultant will obtain pre-approval from the Port for any costs which are not typical for the services to be provided.

3.2. The Consultant agrees to hold the Rates associated with the Contract for the entirety of the initial term unless otherwise specified in the attached rate sheet. In the event that both Parties agree to extension the Consultant may request a revision of rates. The Port may request documentation of increased costs associated with the Services provided prior to approval of a revision in Consultant's rates.

3.3. No payment shall be made for any Service rendered by the Consultant except for Services identified in this Contract and directly related reasonable expenses as determined by the Port. The Consultant will transmit invoices to the Port no more often than once each month, for the Services and expenses pursuant to this Contract.

3.3.1. All invoices shall list the actual time (days and/or hours) and dates during which the Services were performed, with a description of work performed.

3.3.2. All invoices are to be sent electronically to Contracts@portolympia.com with the invoice noting the contract number in order to be deemed complete and ready for Processing.

4. Amendments/Modifications.

4.1. Any changes to this Contract, after execution, will be made through a mutually agreed upon Amendment(s) and executed by signature of the appropriate Authorized Representatives of each Party. Any and all amendments must not conflict with the Port's policies at time of execution, or any applicable statutory requirements. Consultant is responsible for compliance with any statutory requirements applicable for the work to Consultant's work or profession.

4.2. In the event that a single or combination of Amendments is issued that will increase the aggregate value of the Contract in excess of authority delegated to the Executive Director, the Port must seek approval of the Amendment with the Commission and make said Amendment at a public meeting. Consultant understands that this Contract is a public record under the Washington Public Records Act, RCW 42.56.

5. Information Requests.

The Consultant shall furnish the Port within a reasonable time such statements, records, reports, data, and information as the Port may request pertaining to the Services and the Project. Consultant will cooperate with the Port in conjunction with any audit performed by the Washington State Auditor's Office.

6. Independent Contractor Relationship.

6.1. The Parties intend that an independent contractor relationship will be created by this Contract. The Port is interested primarily in the results to be achieved by the Services. The implementation of Services will lie solely with the discretion of the Consultant. No agent, employee, servant or representative of the Consultant shall be deemed to be an employee, agent, servant or representative of the Port for any purpose, and the employees of the Consultant are not entitled to any of the benefits the Port provides for its employees.

6.1.1. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of the Services.

6.2. In the performance of the Services, the Consultant is an independent contractor with the authority to control and direct the performance of the details of the Services; however, the results of the Services shall be approved by the Port and shall be subject to the Port's general rights of inspection and review to ensure the satisfactory performances of the Services

6.2.1. Notwithstanding, the Port may, at its sole discretion, require the Consultant to remove an employee(s), agent(s) or subcontractor(s) from providing the agreed upon Services.

7. Right to Inspection.

The Port reserves the right to, or have a third party at the Port's request, inspect, audit, or review the Services provided in this Contract at any time and determine the services performed were satisfactory prior to payment.

8. Hold Harmless/Indemnification.

8.1. Consultant shall defend, indemnify and hold the Port, its officers, officials, agents, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees and costs, arising out of, in connection with, or resulting from the acts, errors or omissions of the Consultant in performance of this Contract, except for injuries and damages caused by the sole negligence of the Port. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the Port, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

8.2. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Contract.

9. Insurance.

9.1. The Consultant shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from, or in connection with, the performance of the Services by the Consultant, its agents, representatives, or employees.

9.2. Consultant shall obtain insurance of the types described below:

9.2.1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles, with a minimum combined single limit for bodily injury and property damage of One Million Dollars ($1,000,000) per accident. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

9.2.2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury, with limits no less than One Million Dollars ($1,000,000) each occurrence, Two Million Dollars ($2,000,000) general aggregate. The Port shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Port.

9.2.3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

9.2.4. Additional insurance coverage as requested by the Port deemed necessary for the services to be performed such as, but not limited to, professional errors and omissions insurance.

9.3. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

9.3.1. The Consultant’s insurance coverage shall be primary insurance with respect to the Port. Any insurance, self-insurance, or insurance pool coverage maintained by the Port shall be excess of the Consultant’s insurance and shall not contribute with it.

9.3.2. The Consultant’s insurance shall be endorsed to state that coverage shall not be cancelled by either Party, except after thirty (30) days written notice by certified mail, return receipt requested, has been given to the Port.

9.4. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

9.5. Consultant shall furnish the Port with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Consultant deemed adequate in the Port’s sole discretion before commencement of the Services.

10. <u>Dispute Resolution.</u> Any controversy or claim arising related to this Contract, or the breach thereof, shall be subject to dispute resolution as described:

10.1. Prior to the initiation of any action or proceeding to resolve disputes between the parties, both shall make a good faith effort within 10 business days from the time the dispute first became known to both Parties to resolve any such disputes by negotiation between representatives with decision-making power, who shall not have substantive involvement in the matters involved in the dispute, unless the parties otherwise agree.

10.2. Failing resolution under paragraph 10.1 herein, the parties shall attempt to resolve the dispute through a mediation conducted by a person(s), or organization experienced in mediation initiated within thirty (30) days from the date of the request unless extended by Contract of both parties. If the Parties fail to agree on the appointment of a mediator or mediation service within 10 business days from the date of a mediation request initiated under this paragraph, the dispute shall be mediated by the Washington Arbitration and Mediation Service (WAMS) in Seattle, with each Party to bear its own costs, attorney fees, and one half of the mediation fee.

10.3. The positions expressed and mediator's recommendations, if any, shall not be admissible as evidence in any subsequent proceeding. At all times during the course of any unresolved dispute between the Parties, the Consultant shall supervise, direct and perform the Work in a diligent and professional manner and without delay as provided under the terms of the Contract. The good faith completion of negotiation efforts and mediation pursuant to this Article shall be a prerequisite to the filing of any litigation. Jurisdiction and venue shall be in the Thurston County, Washington Superior Court or the Federal District Court for the Western District of Washington, depending on the nature of the dispute. Washington State law shall be applied to any litigation that is brought that arises out of, is related to, or connected with, this Agreement.

11. <u>Ownership of Property</u>.

11.1. All property furnished by the Port for the use of the Consultant shall remain the property of the Port.

11.2. All documents, including drawings and specifications prepared by the Consultant pursuant to this Contract, are instruments of service with respect to the Services and shall be owned by the Port upon payment of the Consultant fee by the Port. The Consultant shall provide the Port with both the native file formats and reproducible copies of all documents, drawings, specifications, and other work products constituting the instruments of service. The instruments of service are not intended nor represented by the Consultant to be suitable for reuse by the Port or others on extensions of the services provided for the Services, or any other project. Any reuse without written verification or adaptation by the Consultant will be at the Port's sole risk and without liability or legal exposure to the Consultant, and the Port shall indemnify and hold the Consultant harmless from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

12. <u>Compliance with Laws</u>.

12.1. The Consultant, in the performance of this Contract, shall comply with all applicable federal, state and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Contract to assure quality of services.

12.2. Additionally, the Consultant acknowledges and understands their responsibilities under WAC 415-02-325 in relation to 2008 early retirement factors and will inform the Port if there is a conflict.

12.3. The Consultant specifically agrees to pay any applicable business and occupation (B&O) taxes that may be due on account of this Contract, as well as any other tax or fee related to the Consultant's business.

13. Nondiscrimination.

13.1. In In the performance of this Contract, Consultant will not discriminate, or allow discrimination, against any employee or applicant for employment on any of the following grounds: race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability, or any other discrimination prohibited by law or Executive Order. Consultant shall take such action with respect to this Contract as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

13.2. Additionally, Consultant will not discriminate against any recipient of any services or benefits provided for in this Contract on the grounds of race, creed, color, national origin, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability, or other discrimination prohibited by law or Executive Order.

13.3. If any assignment or subcontracting has been authorized by the Port, the assignment or subcontract shall include appropriate safeguards against discrimination meeting the requirements of this Contract.

14. Assignment/subcontracting.

14.1. The Consultant shall not assign its performance of the Services or any portion of this Contract without the Port's prior written consent of not less than thirty (30) days. The Port reserves the right to reject without cause any such assignment.

14.2. Any assignment shall be subject to each provision of this Contract and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

14.3. Any technical/professional service subcontract not listed in this Contract must have express advance approval by the Port.

15. Maintenance and Inspection of Records.

15.1. The Consultant shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract and shall maintain such accounting procedures and practices as may be necessary to ensure proper accounting of all funds paid pursuant to this Contract. These records shall be subject at all reasonable times to inspection, review, or audit, by the Port, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Contract.

15.2. The Consultant shall retain all books, records, documents and other material relevant to this Contract, for six (6) years after its expiration. The Consultant agrees that the Port or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

16. Termination.

16.1. Termination for Convenience. The Port may terminate this Contract, in whole or in part, at any time, by giving thirty (30) calendar days' written notice to the Consultant. Upon such termination for convenience, the Port shall pay the Consultant for all Services provided under this Contract through the date of termination, as well as any other Services specifically agreed to by the Parties in writing.

16.2. Termination for Cause. If the Consultant fails to perform in the manner called for in this Contract, or if the Consultant fails to comply with any other provisions of the Contract and fails to correct such failure or noncompliance within five (5) business days' written notice thereof, the Port may terminate this Contract for cause. Termination shall be effective by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default and the date of the termination. The Consultant will only be paid for Services performed in accordance with this Contract through the date of termination.

17. Notice.

17.1. All notices provided for in this Contract shall be sent by certified mail to the addresses designated below:

Port	**Consultant**
Contracts Administrator	XXXX
Port of Olympia	XXXX
606 Columbia St. NW, STE 300	XXXX
Olympia, WA 98501	XXXX

17.2. In the event either Party needs to change the contact for notices, they shall provide in writing a new contact and the contacts information in writing to the other Party in a reasonable amount of time.

18. Attorney's Fees and Costs.

In any dispute arising from the terms or performance of this Contract, whether a lawsuit is commencing, the prevailing Party shall be entitled to recover from the other Party, in addition to any other relief to which such Party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding, including an appeal.

19. Jurisdiction and Venue.

19.1. This Contract has been and shall be construed as having been made and delivered within the State of Washington and shall be governed by laws of the State of Washington, both as to interpretation and performance.

19.2. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington, or in the United States District Court for the Western District of Washington, depending on the nature of the dispute.

20. Severability.

If any portion of this Contract is held to be invalid or unenforceable for any reason, such holding shall not affect the validity or enforceability of the remaining portions of this Contract.

21. Electronic Signature.

An electronic signature may be used with the same force and effect as a signature affixed by hand, subject to the limitations under state and federal law.

22. Entire Contract.

This Contract, including the Exhibit(s) attached, is the complete and exclusive expression of the Contract between the Parties and shall bind their successors and assigns. Any modification of this Contract shall be in writing and signed by both Parties. Failure to comply with any provision of this Contract shall constitute a material breach of contract and be cause for termination. The Parties recognize time is of the essence in the performance of this Contract. The forgiveness or waiver of the nonperformance of any provision of this Contract does not constitute a waiver of any subsequent nonperformance by a Party.

IN WITNESS WHEREOF, the Parties hereto have signed this Contract on the day and year written below.

THE PORT OF OLYMPIA	**XXXXXXXXXXXXXXXXX**
606 Columbia St. NW, STE 300	xxxx xxxxxxxx xxxxx
Olympia, WA 98501	xxxx xxxxxxxx xxxx
Alexandra K. Smith Date	XXXXXXXXX Date
Executive Director	XXXXXXXXXX

THE BECKETT GROUP

Local Expertise · State Relationships · Federal Funding

PROPOSAL IN RESPONSE TO

RFP No. 2026-1022

Grant Writing, Grant Administration and Funding Strategies

SUBMITTED TO

Port of Olympia

Attention: Hannah Ellis, Contracts Administrator
606 Columbia St. NW, Suite 300 | Olympia, WA 98501
HannahE@PortOlympia.com

SUBMITTED BY

The Beckett Group

Jeannie Beckett, AICP, CMA · Principal & Lead Grant Writer
Bruce Beckett · Senior Policy Advisor

8715 Randall Dr. NW | Gig Harbor, WA 98332
jbeckett@thebeckettgroup.org | 253-905-8904
bbeckett@thebeckettgroup.org | 360-480-5258

June 22, 2026

Women-Owned Business Enterprise (WBE) | OR# 10850

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The Beckett Group

THE BECKETT GROUP

Local Expertise. State Relationships. Federal Funding.

8715 Randall Dr. NW | Gig Harbor, WA 98332 | jbeckett@thebeckettgroup.org | 253-905-8904 | WBE OR# 10850

June 22, 2026

Hannah Ellis, Port Contracts Administrator
Port of Olympia
606 Columbia St. NW, Suite 300
Olympia, WA 98501

COVER LETTER

RE: RFP No. 2026-1022 – Grant Writing, Grant Administration and Funding Strategies

The Beckett Group is pleased to submit this proposal to serve as the Port of Olympia's grant writing, grant administration, and funding strategy partner. We are a Gig Harbor, Washington-based Women-Owned Business Enterprise (WBE) led by two principals — Jeannie Beckett, AICP, CMA and Bruce Beckett — who together bring an unusual combination of capabilities directly relevant to the Port's most pressing funding challenges: competitive federal grant writing, Washington State agency and legislative relationships, strategic facilitation, and deep familiarity with the Port of Olympia itself.

The Port of Olympia faces one of the most consequential funding challenges of any Washington State port in the next decade: a Budd Inlet cleanup estimated at $150–200 million, with roughly $12 million secured to date. The 5th Avenue Dam removal — now projected around 2030 — creates a firm, externally-driven deadline. The Port's goal of completing cleanup before the dam comes out to protect the newly restored Deschutes Estuary requires an aggressive, multi-year, multi-program federal and state funding strategy beginning now. The Beckett Group is uniquely positioned to lead that effort.

Jeannie Beckett has secured over $500 million in awarded federal and state grants for ports, cities, counties, and tribes over the last five years — including $25.5 million in USMARAD PIDP funding for the Port of Grays Harbor, $93 million in USDOT INFRA funding for the City of Wenatchee, and a combined $93 million in FEMA BRIC and Congressional Directed Spending for Aberdeen-Hoquiam flood protection. She authored the Port of Olympia's own FY26 PIDP application. She knows the Port's facilities, capital needs, and federal relationships from direct engagement.

Bruce Beckett brings 30 years of Washington State government affairs experience, including direct representation of Washington State ports before the legislature and state agencies. His knowledge of state budget processes, agency relationships at the Washington State Department of Ecology, Commerce, and Transportation, and the legislative dynamics around Budd Inlet and Deschutes Estuary funding is immediately applicable — and is not something any out-of-state or large engineering firm can replicate. Bruce has teamed successfully with the Port’s state lobbyist, Kelsey Hulce, on several projects. In his role as Senior Policy Advisor, Bruce provides strategic counsel on state funding opportunities, agency relationships, and stakeholder engagement to amplify TBG's grant strategy.

The Port of Olympia is at an inflection point. A recently expanded Commission is charting a new course without a fully adopted strategic plan. A major environmental cleanup demands federal and state

The Beckett Group

investment at a scale the Port cannot fund alone. Swantown Marina is poised for transformational redevelopment. The Airport Master Plan sets up a multi-year capital program. The New Market Industrial Campus offers economic development grant opportunities. Each facility, each priority, each timeline requires a different funding strategy — and a consultant who understands the whole picture, not just the next application. That is what The Beckett Group provides.

We have structured this proposal to give the Port a clear picture of our qualifications, our track record, our team, and — critically — a preliminary funding strategy matrix showing specific grant programs applicable to each Port facility. We are prepared to begin work immediately upon contract execution and to deliver the kind of strategic partnership the Port needs for the years ahead. Please note that The Beckett Group will be out of the country June 27–July 9, 2026; all work will be planned to ensure no disruption to Port deliverables or timelines.

The Beckett Group acknowledges receipt and review of Addendum No. 1 to RFP No. 2026-1022 and confirms that this proposal has been prepared in full accordance with the RFP as amended.

Respectfully submitted,

Jeannie Beckett

Jeannie Beckett, AICP, CMA | Bruce Beckett
Principals, The Beckett Group
253-905-8904 | jbeckett@thebeckettgroup.org | bbeckett@thebeckettgroup.org

The Beckett Group

B. GRANT WRITING ACHIEVEMENTS AND SKILLS

The Beckett Group's grant writing practice is built on four capabilities the Port of Olympia needs most: (a) deep knowledge of the full universe of grant programs available to ports; (b) a demonstrated record of securing federal and state funds competitively; (c) research and communication excellence that produces compelling, technically rigorous applications; and (d) clear verbal and written communication with Port leadership throughout the process. Grant writing, BCA development, and grant administration are TBG's sole practice — not a sideline to engineering or planning services.

The Federal and State Grant Landscape for Ports

Jeannie Beckett maintains current, working knowledge of every major program applicable to the Port's capital needs — including programs most critical for the Budd Inlet cleanup and Swantown Marina:

- USMARAD Port Infrastructure Development Program (PIDP) — Small and Large Project categories; TBG has active applications at multiple Washington ports
- USDOT INFRA / Mega Grants — multimodal freight; TBG secured $93M for City of Wenatchee
- Federal Railroad Administration (FRA) CRISI and INFRA — rail; TBG is active Program Manager for a $71M FRA project
- U.S. Economic Development Administration (EDA) — Public Works and Economic Adjustment; TBG secured $6.2M for Port of Grays Harbor marina
- FEMA BRIC (Building Resilient Infrastructure and Communities) — TBG secured $93M for Aberdeen-Hoquiam flood/sea level rise project
- EPA Brownfields / CERCLA cleanup grants — directly applicable to Budd Inlet environmental remediation
- NOAA Habitat Restoration / Pacific Coastal Salmon Recovery Fund — Budd Inlet cleanup improves Puget Sound Chinook habitat (listed threatened species)
- Congressional Directed Spending (Earmarks) — viable pathway for $10M+ Budd Inlet cleanup investments
- Washington State Ecology Remedial Action Grants (RAG) — Port already has a RAG relationship; needs continued state budget advocacy
- Washington State Capital Budget / CERB / WSDOT programs — Bruce Beckett's direct area of expertise
- FAA Airport Improvement Program (AIP) — 90–95% federal share for airport capital; TBG provides grant strategy and administration support
- FAA Airport Infrastructure Grants (AIG) — Bipartisan Infrastructure Law funding for general aviation airports

Benefit-Cost Analysis — In-House Capability

Many of the most competitive federal programs — INFRA, PIDP Large Projects, EDA — require rigorous Benefit-Cost Analysis. Jeannie Beckett develops BCAs in-house, without subcontracting. Her BCA for the Port of Grays Harbor T4 Expansion achieved an 11:1 benefit-cost ratio and was a decisive factor in securing the $25.5M PIDP award. Her Apple Capital Loop BCA supported a $93M INFRA award. This integrated capability — grant narrative and BCA developed together — reduces cost and ensures perfect alignment between project description and economic justification.

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The Budd Inlet Funding Challenge — A Specific Plan

The Port's Budd Inlet cleanup faces an estimated $140–190 million funding gap. The 5th Avenue Dam removal (projected ~2030) creates a hard deadline. TBG's specific approach to closing this gap includes pursuing multiple simultaneous funding streams:

- Federal EPA Brownfields/Superfund — environmental assessment and cleanup grants; coordination with Ecology's existing remedial action order
- NOAA Pacific Coastal Salmon Recovery Fund — Budd Inlet cleanup directly restores Puget Sound Chinook habitat, a strong alignment with NOAA's priority programs
- FEMA BRIC — the sea level rise resilience dimension of the cleanup (beneficial reuse of dredged material as shoreline protection) qualifies for BRIC framing
- Congressional Directed Spending — Jeannie's track record includes a $4M Aberdeen flood earmark; TBG knows how to build the Congressional case with delegation staff
- Washington State Ecology Remedial Action Grants — annual program; Bruce's state relationships accelerate the Port's advocacy for larger annual RAG appropriations
- Washington State Capital Budget earmarks — Bruce has worked with the Port's lobbyist, Kelsey Hulce on several projects and looks forward to teaming with her on any effort to secure appropriations from the Legislature.
- Tribal co-applicant strategy — Squaxin Island Tribe's treaty rights and partnership on Deschutes Estuary make them a powerful co-applicant for federal tribal environmental programs

Funding Strategy for All Four Port Facilities

The following matrix shows TBG's preliminary funding strategy for each of the Port's four facilities:

Port Facility	Priority Need	Primary Grant Programs	TBG Relevant Experience
Marine Terminal	Dredging, warehouse infrastructure	USMARAD PIDP, RAISE, INFRA, State Capital Budget	FY26 PIDP submitted; Grays Harbor T4 ($25.5M)
Budd Inlet Cleanup	$140–190M gap; 2030 deadline	EPA, NOAA, FEMA BRIC, Congressional Directed Spending, Ecology RAG, State Capital Budget	FEMA BRIC $93M; Congressional earmarks; Bruce's state relationships
Swantown Marina & Boatworks	Float replacement, redevelopment infrastructure	USMARAD PIDP Small Project, EDA Public Works, RAISE	Float 21 EDA ($6.2M); Float 15 PIDP FY26 ($6.274M) direct analogs
Olympia Regional Airport	AIP-eligible capital projects from Master Plan	FAA AIP (90–95% federal), FAA AIG (BIL), WSDOT Aviation	Airport legislative representation (Bruce); grant strategy and administration support
New Market Industrial Campus	Site infrastructure, economic development	EDA Public Works, State CERB, USDA Rural Development	EDA grant writing; Chelan Douglas Port Authority EDA (Trades District)
Deschutes Estuary / Sea Level Rise	Port role in sediment mgmt., resilience	NOAA, EPA, BRIC, Congressional, Tribal co-applicant	BRIC $93M; Aberdeen-Hoquiam sea level rise framing

C. GRANTS AWARDED — JEANNIE BECKETT AS PRIMARY GRANT WRITER

Project	Client	Program	Amount Awarded	Year
Apple Capital Loop	City of Wenatchee, WA	USDOT INFRA	$93,000,000	FY21
Aberdeen-Hoquiam Flood Protection	Cities of Aberdeen & Hoquiam, WA	FEMA BRIC + Congressional	$93,000,000	FY20–22
Terminal 4 Expansion & Redevelopment	Port of Grays Harbor, WA	USMARAD PIDP Large Project	$25,500,000	FY22
Moorhead Grade Separation	City of Moorhead, MN	Federal RAISE/INFRA	$26,000,000	FY22
N. Columbia Basin Rail Project (NCBRP)	Port of Moses Lake, WA	FRA INFRA + WSDOT	$32,800,000	FY20
Westport Marina Float 21	Port of Grays Harbor, WA	EDA Public Works	$6,200,000	FY25
Float 15 Replacement (submitted)	Port of Grays Harbor, WA	USMARAD PIDP Small Project	$6,274,000 requested	FY26
Warehouse Expansion & Docking Dredging (submitted)	Port of Olympia, WA	USMARAD PIDP	TBD	FY26
Additional Port & Rail Projects	Ports of Bellingham, Benton, Kalama, Quincy, Anacortes, Everett, Longview, Ridgefield, Port Angeles	Various Federal/State	See resume	2009–2026

D. EXPERIENCE WORKING WITH PORTS IN SECURING GRANT FUNDING

Ports are The Beckett Group's primary client base. Jeannie Beckett's port expertise is grounded in 24 years at the Port of Tacoma, where she served as Director of Operations, Senior Director of Inland Transportation, and Senior Director of Budget and Business Planning — overseeing 24/7 terminal operations, managing two mainline railroads and four intermodal yards, and developing a $300 million road and rail infrastructure expansion plan. This operational depth means TBG understands how ports work from the inside — their revenue structures, capital constraints, federal relationships, and what makes a project compelling for grant reviewers.

Bruce Beckett has represented Washington State ports before the legislature and state agencies for more than a decade, including state legislative representation for multiple port districts. He received a formal Commission resolution of recognition from the Port of Port Angeles for securing state funding for their Log Yard Stormwater project. His relationships with WSDOT, Ecology, Commerce, and key members of the Legislature's transportation and capital budget committees are directly applicable to the Port of Olympia's state funding strategy.

TBG has provided grant writing or strategic services to the following Washington State ports:

- Port of Olympia — FY26 PIDP, Warehouse Expansion & Dockside Dredging (Jeannie, primary writer, 2026); state legislative representation (Bruce, through December 2024)
- Port of Grays Harbor — PIDP FY22 ($25.5M T4 Expansion), EDA Float 21 ($6.2M), PIDP FY26 Float 15 ($6.274M) — a five-year, multi-facility grant partnership
- Port of Moses Lake — FRA INFRA + WSDOT ($32.8M NCBRP); TBG serves as ongoing Program Manager
- Port of Port Angeles — State legislative representation and grant support (Bruce); Commission recognition for Log Yard Stormwater project
- Port of Bellingham, Port of Benton, Port of Kalama, Port of Quincy, Port of Anacortes, Port of Everett, Port of Longview, Port of Ridgefield — grant writing and strategic support
- Chelan Douglas Port Authority — EDA funding for Trades District at Pangborn Airport Business Park (Jeannie)
- Port of Longview — 20-Year Master Plan and grant strategy development (Jeannie)
- Paducah-McCracken County River Authority (KY) and Louisville Riverport Authority (KY) — Port master planning and grant identification (Jeannie, 2025–2026)

E. GRANT ADMINISTRATION EXPERIENCE — STATE AND FEDERAL GRANTS

The Beckett Group provides full-lifecycle grant administration for both state and federal grant awards. TBG's approach ensures no reporting deadline is missed, every reimbursement request is submitted with complete supporting documentation, and every compliance requirement is tracked proactively — not reactively.

Active Federal Grant Administration — FRA Cooperative Agreement

Northern Columbia Basin Rail Project (NCBRP) — Port of Moses Lake, WA
FRA Agreement No.: 69A36520401940INFWA | $9.9M FRA + $22.9M WSDOT | $71M Total Project | Active through December 2027

- Serves as Program Manager and primary grant administrator for an active FRA Cooperative Agreement under 2 CFR Part 200 (Uniform Guidance)
- Prepares and submits all periodic progress reports and financial reimbursement requests to FRA
- Manages Detailed Project Work Plan (DWP) updates, milestone tracking, and FRA review coordination
- Oversees federal NEPA compliance, environmental mitigation plan monitoring, and ROW acquisition compliance (Uniform Relocation Act)
- Manages contractor procurement compliance including Davis-Bacon prevailing wage requirements and Buy America provisions
- Coordinates FRA review and acceptance of design packages, environmental documents, and construction milestones
- Prepares Final Performance Report and project close-out documentation

State Grant Administration — WSDOT Rail Programs

WSDOT Rail Office — Multiple Rail Projects | WSDOT State Rail Program | 2010-2011

- Primary grant compliance auditor for WSDOT state-funded rail grants
- Managed contract compliance, progress reporting, and reimbursement submissions
- Coordinated with WSDOT Rail, Freight and Ports Division on all grant requirements

For Port of Olympia, TBG's grant administration services will include: a grant tracking calendar for all active awards; timely preparation and submission of all reimbursement requests with supporting documentation; proactive compliance monitoring and early flagging of any scope, budget, or schedule changes requiring agency approval; audit preparation support; and final performance reports and close-out packages for each completed award. Bruce Beckett's state agency relationships complement this function by maintaining open communication with state program officers and facilitating prompt resolution of compliance questions.

F. KEY PERSONNEL

The Port of Olympia will work directly with both principals of The Beckett Group. There are no junior staff, no hand-offs, and no subcontractors for grant writing or administration. The people named in this proposal are the people who will do the work.

Jeannie Beckett, AICP, CMA — Principal | Lead Grant Writer & Grant Administrator

Proposed Roles: Lead Grant Writer; Grant Administration & Compliance; BCA Development; Federal Grant Strategy

Years with Firm: 17 years (founded 2007, consulting since 2009)

Total Experience: 40+ years

Education: M.B.A., Finance, San Francisco State University (1978); B.A., Economics/Transportation, UC Berkeley (1976)

Certifications: AICP (American Institute of Certified Planners); CMA (Certified Management Accountant); WBE OR# 10850; TWIC

Jeannie Beckett is the founder of The Beckett Group and a nationally recognized infrastructure grant strategist. She has secured over $500 million in awarded federal and state grants in the last five years for ports, cities, counties, and tribes across the Pacific Northwest. She provides full-cycle grant services: strategy development, application writing, benefit-cost analysis, grant administration, compliance monitoring, reimbursement submissions, and federal close-out reporting. Her 24-year career at the Port of Tacoma — including Director of Operations, Sr. Director of Inland Transportation, and Sr. Director of Budget and Business Planning — gives her the operational knowledge that makes her grant narratives technically credible with federal reviewers. She authored the Port of Olympia's FY26 PIDP application and has an active track record with PIDP, INFRA, EDA, BRIC, and FRA programs.

Bruce Beckett — Senior Policy Advisor | State Strategy & Stakeholder Engagement

Proposed Roles: Senior Policy Advisor; State Funding Strategy; Stakeholder Engagement & Facilitation

Years with Firm: 12 years (The Beckett Group, 2014–present)

Total Experience: 45+ years

Education: M.B.A., Management, University of Puget Sound (1983); B.S., Forestry Management, UC Berkeley (1977); Harvard University Executive Leadership in Public Policy (2000)

The Beckett Group

Bruce Beckett is a Principal of The Beckett Group and one of Washington State's most experienced government affairs and public policy professionals, with over 30 years of work representing public agencies, corporations, and associations before the state legislature and executive agencies. His port-specific experience includes state legislative representation for multiple Washington port districts, including work that earned a formal recognition resolution from the Port of Port Angeles Commission for securing state funding. Bruce brings three specific capabilities to the Port of Olympia engagement: (1) strategic counsel on state budget opportunities for Budd Inlet cleanup and marina infrastructure through Ecology RAG, WSDOT, Commerce, and State Capital Budget programs; (2) deep knowledge of the legislative and agency relationships that drive Washington State appropriations for environmental remediation and port infrastructure; and (3) facilitation expertise for Port leadership sessions focused on developing and prioritizing a capital funding strategy — the kind of structured stakeholder process he and Jeannie have successfully led for municipal and port clients across Washington State, including the City of East Wenatchee's financial sustainability engagement. Bruce's role is advisory and strategic; he does not perform registered lobbying activities.

Bruce Beckett — Specific Role Scope on Port of Olympia Contract

Role	What This Means in Practice	Engagement Level
Senior Policy Advisor — State Funding Strategy	Advises on WA State Ecology RAG, Capital Budget, WSDOT, and Commerce programs applicable to Budd Inlet cleanup and marina projects; guides advocacy strategy with state agency program officers	As-needed; targeted to state budget cycles and agency interactions
Strategic Facilitation Support	Available to facilitate Port leadership sessions on capital funding priorities — helping the Commission and Executive team develop a shared funding strategy framework; mirrors the facilitation model TBG used for City of East Wenatchee	Per-project; scheduled sessions as the Port desires
Stakeholder Engagement Counsel	Advises on community and political dynamics when grant narratives must address sensitive local issues (marine terminal future, Budd Inlet, Deschutes Estuary, tribal partnerships)	On-call; episodic

G. HOURLY RATES

The Beckett Group proposes the following hourly rates for services under RFP 2026-1022:

Staff / Role	Hourly Rate
Jeannie Beckett, AICP, CMA — Principal Grant Strategy, Writing, BCA Development, Grant Administration & Compliance	$170/ hour
Bruce Beckett — Senior Policy Advisor State Strategy, Facilitation, Stakeholder Engagement Counsel	$170/ hour
Direct Costs / Reimbursable Expenses	At cost; mileage at IRS rate; other direct costs with prior Port approval

Rates will be held for the initial two-year contract term. In the event of a mutually agreed extension, TBG may request a rate adjustment with supporting documentation per the Port's contract terms. No retainage or bonding is required per RFP Section 6.

H. PROFESSIONAL REFERENCES

Reference 1 — Port Client (Federal Grant Writing + Program Management)

Name / Title: Kim DeTrolio, Director of Finance and Administration

Organization: Port of Moses Lake

Address: 7810 Andrews St. NE, Moses Lake, WA 98837

Phone: 509-762-5363 Ext 106

Email: krdetrolio@portofmoseslake.com

Relationship: Northern Columbia Basin Rail Project (NCBRP) — $71M total; TBG wrote original FRA + WSDOT grants and serves as ongoing Program Manager for grant compliance and administration.

Reference 2 — Port Client (Multi-Year, Multi-Program Grant Partnership)

Name / Title: Leonard Barnes, Executive Director or Kayla Dunlap, Director of Government & Public Affairs

Organization: Port of Grays Harbor

Address: 111 S. Wooding Street, Aberdeen, WA 98520

Phone: 360-533-9528

Email: LBarnes@portgrays.org

Relationship: PIDP FY22 T4 Expansion ($25.5M awarded), EDA Float 21 ($6.2M obligating), PIDP FY26 Float 15 ($6.274M submitted). Five-year, multi-facility grant partnership — the model TBG proposes for Port of Olympia.

Reference 3 — Municipal Client (Grant Writing + State Legislative Representation)

Name / Title: Paul Jaircowicz, CEO

Organization: Port of Port Angeles

Address: 338 W. First St., Port Angeles, WA 98362

Phone: 360-809-0051

Email: paul@portofpa.com

Relationship: Bruce Beckett provided state legislative representation securing state funding for the Log Yard Stormwater project; recognized by formal Port of Port Angeles Commission Resolution. Jeannie Beckett also provided strategic services.

The Beckett Group

JEANNIE BECKETT, AICP, CMA

Principal | The Beckett Group | 8715 Randall Dr. NW, Gig Harbor, WA 98332
253-905-8904 | jbeckett@thebeckettgroup.org | WBE OR# 10850 | TWIC Holder

TITLE & ROLE ON PROJECT

Title: Principal, The Beckett Group

Proposed Role: Lead Grant Writer & Grant Administrator – Port of Olympia Grant Writing, Grant Administration and Funding Strategies

BIO

Jeannie Beckett is the founder and Principal of The Beckett Group and a nationally respected advisor on public infrastructure funding. With over $500 million in awarded grants in the last five years, she helps ports, cities, counties, and tribes develop winning strategies to secure state and federal infrastructure dollars. Following a 24-year career at the Port of Tacoma — where she served as Director of Operations, Senior Director of Inland Transportation, and Senior Director of Budget and Business Planning — Jeannie founded The Beckett Group in 2007. She brings more than 40 years of expertise in port operations, maritime finance, freight mobility, benefit-cost analysis, and grant compliance, providing clients with end-to-end grant services from strategy development and application writing through administration, compliance monitoring, reimbursement submissions, and federal close-out reporting.

EDUCATION

M.B.A., Finance Emphasis | San Francisco State University, 1978
B.A., Economics, Transportation Emphasis | University of California, Berkeley, 1976

REGISTRATIONS & CERTIFICATIONS

American Institute Certified Planner (AICP)
Certified Management Accountant (CMA)
Women-Owned Business Enterprise (WBE) – OR# 10850
Transportation Worker Identification Credential (TWIC)

RELEVANT PROJECT EXPERIENCE

Port of Olympia – FY26 PIDP Grant, Warehouse Expansion & Dockside Dredging

Client: Port of Olympia | Olympia, WA

Role: Primary Grant Writer. Authored and submitted the FY26 PIDP grant application. Developed project narrative, eligibility justification, and supporting documentation.

Northern Columbia Basin Rail Project (NCBRP) – Program Manager

Client: Port of Moses Lake | Moses Lake, WA

Role: Original Grant Writer (FRA/INFRA & WSDOT State) and ongoing Program Manager. Secured $9.9M federal FRA grant and $22.9M WSDOT state funding. Manages grant compliance, FRA reporting, budget oversight, and multi-agency coordination through construction close-out (2027). Total project cost: $71M.

Apple Capital Loop – INFRA Grant

Client: City of Wenatchee | Wenatchee, WA

Role: Primary Grant Writer & BCA Developer. Secured $93 million in USDOT INFRA FY21 funding for an 11-mile multimodal infrastructure improvement program.

Terminal 4 Modernization – PIDP Grant

Client: Port of Grays Harbor | Aberdeen, WA

Role: Primary Grant Writer & BCA Developer. Secured $25.5 million through USMARAD Small Port, Large Project PIDP (FY2022) for terminal expansion and redevelopment.

Aberdeen-Hoquiam Flood Protection Project

Client: Cities of Aberdeen & Hoquiam | Grays Harbor, WA

Role: Primary Grant Writer & BCA Developer. Secured $93 million across FEMA BRIC FY20 ($33M), BRIC FY21 ($50M), and Congressional Directed Funding ($10M). Partner: HDR Engineering.

Moorhead Downtown / 11th Street Grade Separation

Client: City of Moorhead | Moorhead, MN

Role: Primary Grant Writer & BCA Developer. Secured $26 million in federal funding. Partner: KLJ Engineering.

Multiple Rail Projects – Grant Writing & Administration

Client: Port of Benton | Benton, WA

Role: Primary Grant Writer & Primary Grant Administrator (State & Federal). Grant compliance, monitoring, and reporting.

POB Shipping Terminal & Rail Grants

Client: Port of Bellingham | Bellingham, WA

Role: Primary Grant Writer. Secured federal and state grant funding for shipping terminal and rail infrastructure improvements.

Co-Author – Washington State 2010–2030 Freight Rail Plan

Client: Washington State DOT (WSDOT) | Statewide, WA

Role: Co-author. Identified key port access challenges, freight corridors, and sustainability priorities for Washington's 20-year freight rail policy framework.

Louisville Riverport Authority – Logistics Facility Site Master Plan (2026)

Client: Louisville Riverport Authority | Louisville, KY

Role: Report Development Lead. Financial evaluations, port operating and management expertise, and funding strategy recommendations.

Port of Longview – Port of Longview Strategic Plan

Client: Port of Longview | Longview, WA

Role: Lead. Facilitator helping Port Develop 20-year Vision, Refine Mission, identify Goals and Strategies to support the updated Mission and help port staff align with updated Strategic Plan by working with staff to develop operating and management expertise, and recommending funding strategies to achieve their capital investment plans.

Port of Port Angeles – Port of Port Angeles Strategic Plan

Client: Port of Port Angeles | Port Angeles, WA

Role: Lead. Facilitator and Strategic Advisor helping Port confirm Vision, Refine Mission, identify Goals and Strategic Initiatives to support Mission to implement strategies to achieve goals and long-term goals vision.

WSDOT Rail Office - WSDOT Rail Grant Compliance Audits and Recommendations for Compliance Issues-2010-2011

Client: WSDOT Rail Office | Olympia, WA

Role: Lead Auditor reviewing grants issues by WSDOT Rail Office for compliance and concurrent with required deliverables. Provided Implementation strategies to assure “clean” state level” audits of grant projects

The Beckett Group

BRUCE BECKETT

8715 Randall Dr. NW • Gig Harbor, WA 98332 • 360-408-5258 • bbeckett@thebeckettgroup.org

TITLE & ROLE ON PROJECT

Title: Principal, The Beckett Group
Proposed Role: Senior Policy Advisor/Strategic Facilitation Support – Port of Olympia Grant Writing, Grant Administration and Funding Strategies

BIO

Bruce Beckett is a skilled public affairs and communications professional with extensive experience in policy development for public, private, and nonprofit organizations. He excels at bringing together diverse stakeholders to find lasting solutions. His background includes work with municipal governments, ports, and both private and public sector organizations, helping them navigate complex policy, financial, and operational challenges. Bruce has a strong track record of building consensus to achieve policy goals.

With over 30 years of experience, he has led cross-functional teams in delivering strategic government affairs and communications services for large corporations, small and medium-sized businesses, and nonprofits. He has built and guided teams to navigate complex business and public policy issues, advocated effectively across all levels of government, and managed regulatory and rule-making processes for industrial and development projects. His leadership also extends to directing research initiatives to assess public opinion and shape strategies for resolving challenging policy issues.

SPECIFIC EXPERTISE

- Stakeholder Engagement & Facilitation
- Government Affairs & Public Policy
- Financial Sustainability & Budget Strategy
- Municipal & Public Sector Management
- Legislative & Regulatory Affairs
- Cross-functional Team Leadership
- Economic Development Planning

PROFESSIONAL EXPERIENCE

The Beckett Group, Principal | 2014 – Present

- Provides strategic consulting and facilitation services to public sector organizations, including municipalities, ports, and public utilities.
- Assist clients in developing short and long-term public affairs strategies, including identification of both short- and long-term goals and objectives, outreach strategies and plan implementation.
- Assist clients in securing public support for major infrastructure projects.
- Facilitate stakeholder processes with external audiences to achieve policy objectives.
- Advance policy objectives for business and economic development clients.

Washington Hospitality Association, Government Affairs Director | 2008 – 2014

- Led the merger of the Washington Restaurant Association with the Washington Hotel Association.
- Facilitated agreement with the members on the structure and role of a renewed public affairs program and strategy, including key staffing roles, to advance the interests of this complex sector of the economy.
- Recruited, lead and mentored government affairs and communications team members for the merged organization representing the interests of more than 6,000 hotel and restaurant businesses.
- Developed and executed advocacy programs to advance public policy goals.

Weyerhaeuser Company, Washington State and Western Region Public Affairs Director | 1991 – 2008

- Led government affairs and communications teams on behalf of the Weyerhaeuser Company across Washington, Oregon, and California.
- Led and facilitated countless cross functional teams of Company business leaders to develop, prioritize and implement public policy strategies addressing forestry, environmental regulations, and corporate affairs. This role required facilitation to reach agreement on priorities and strategies among the numerous business units of the Weyerhaeuser Company.
- Represented the company's interests at the state and federal levels, working closely with legislators and regulatory agencies. Engaged with stakeholders to reach agreement on issues impacting the Weyerhaeuser Company businesses.
- Built coalitions with stakeholders to advocate for industry-related policies.

Northwest Forestry Association, Washington State Manager | 1989 – 1991

- Working with dozens of member businesses, facilitated agreement on public policy priorities and strategies related to public forest land management.
- Developed and implemented plans to achieve public policy priorities, including action steps to engage stakeholders and members.
- Engaged with government agencies and industry representatives to influence environmental and economic policy.

Plum Creek Timber Company, Silviculturist | 1981 – 1989
Georgia Pacific Corporation, Research Forester | 1977 – 1981

PROFESSIONAL LEADERSHIP & AFFILIATIONS

- Deputy to the Washington Roundtable
- Board Member, Association of Washington Business
- Board Member, N.W. River Partners
- Member, Governor's Advisory Committee on Paid Family Leave
- Member, Legislature's Unemployment Insurance Task Force
- Chair, WFPA Government Affairs Committee
- Graduate, Washington's Agriculture and Forestry Leadership Foundation program.
  Continue to assist the Foundation by working with classes on their public policy projects and teaching seminar topics.

EDUCATION

- M.B.A., Management Emphasis, University of Puget Sound 1983
- B.S., Forest Management, University of California, Berkeley 1977
- Harvard University Executive Leadership in Public Policy 2000