



Serving All of Thurston County

Commission Meeting
Monday, February 10, 2025
5:30 PM

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

The meeting agenda is available on the Port's website as of February 5, 2025.

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

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

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

or Telephone: 1 253 215 8782

Meeting ID: 871 7411 4590

Passcode: 594862

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

Verbal public comment is accepted in person at the meeting.

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

AGENDA

- A. Call to Order
- B. Pledge of Allegiance
- C. Approval of Agenda
- D. Executive Director Report
- E. Public Comment

Individual public comments are limited to 3 minutes per person. Members of the public may comment on agenda items and other port business.

NOTE: Guidelines for public comment can be found in the Commission Rules in Resolution 2023-08 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.

Port of Olympia Mission

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

F. Consent Calendar

1. Option to Lease Agreement 6th Amendment – Panattoni/New Market Industrial Campus
2. Marine Terminal Contract Modification
3. Minutes: January 13, 2025; January 21, 2025; and January 27, 2025

G. Pending Issues or Business

1. None

H. Action Calendar

1. 2025 Capital Budget Amendment: Building Purchase and Purchase and Sale Agreement
Authorization: Alex Smith, Executive Director
2. Commission Rules Resolution: Alex Smith, Executive Director

I. Action/Other Calendar

1. None
Public Comment on Action/Other Item

J. Advisory Calendar

1. Information Technology Services Vendor Contract Approval: James Sommer, Capital Assets
Program Manager
Public Comment on Advisory Item

K. Commissioner Reports/Discussion

L. Other Business

M. Meeting Announcements

N. Adjourn

COVER MEMO

Briefing Date/Time: February 10, 2025

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

Subject: Option to Ground Lease 6th Amendment –
Panattoni/New Market Industrial Campus

Purpose: ☐ Information Only ☒ Decision Needed

Overview:

- Action requested: Approval via Consent Agenda

Background:

On July 13, 2020, the Port entered into an Option to Ground Lease Agreement with Panattoni Development Company. There have been five amendments to date:

1. September 14, 2020: Acknowledged a potential Development Agreement with the City of Tumwater and adjusted the Due Diligence Period.
2. July 12, 2021: Extended the Option Term, Habitat Conservation Plan (HCP) Completion Date, Phase Plan Approval Period, and further adjusted the Due Diligence Period.
3. December 13, 2021: Extended the HCP Completion Date, further adjusted the Due Diligence Period, and set conditions for reimbursement of certain expenses incurred by the lessee that benefit the Port.
4. March 1, 2023: Extended the HCP Completion Date to August 31, 2024, further adjusted the due diligence period, and established expectations for the due date of the Good Faith Deposit Note, payable by Panattoni to the Port.
5. August 12, 2024: Extended the option agreement to February 28, 2025

Significant delays continue to have been incurred by the City of Tumwater and the Port – working jointly – in reaching a Bush Prairie Habitat Conservation Plan mitigation agreement with the U.S. Fish and Wildlife Service (USFWS).

While the HCP process continues, certain parcels within the Optioned Property have been identified that are or will likely be exempt from the mitigation requirements of the HCP. This outcome was not considered in the original Option to Lease Agreement, and the agreement must therefore be further modified to permit development prior to the HCP Completion Date. These modifications are substantial in scope and may not be completed prior to the current 5th Amendment's expiration date of February 28, 2025.

The Port and Panattoni therefore wish to amend the Option Agreement to further extend the HCP Completion Date to provide the time necessary to adopt a more comprehensive amendment, and to further adjust the Due Diligence Period that accommodates the delayed HCP Completion Date.

Documents Attached:

- Option to Ground Lease 6th Amendment FINAL
- Changes from the DRAFT 6th Amendment (included in the January 27, 2025 Advisory presentation and Commission meeting agenda packet) to the attached FINAL version are as follows:
 - Incorporated language for the previous 5th Amendment that was missing in the draft version.
 - HCP Completion Date is extended until a more comprehensive amendment is adopted, as noted above. The May 31, 2025 deadline is deleted.
 - The Due Diligence Period now matches the due date of the Good Faith Deposit, dependent upon the HCP Completion Date. The May 31, 2025 deadline is deleted.

Summary & Financial Impact:

- None

Affected Parties:

- Port of Olympia
- Panattoni Development Company

Staff Recommendation:

Approve the Option to Ground Lease 6th Amendment as presented.

**SIXTH AMENDMENT
TO
OPTION TO GROUND LEASE AGREEMENT**

This SIXTH AMENDMENT TO OPTION TO GROUND LEASE AGREEMENT (“Sixth Amendment”) dated as of February 10, 2025 (the “**Effective Date**”) is made by and between the **PORT OF OLYMPIA**, a Washington municipal corporation (the “**Port**”) and **SSECC PDC, LLC**, a Delaware limited liability company (“**Developer**”). The Port and Developer entered into an Option to Ground Lease Agreement dated July 13, 2020, concerning approximately one hundred and ninety-nine (199) acres of land located in the New Market Industrial Campus in the City of Tumwater, Thurston County, Washington (the “**Option Agreement**”), which property is more particularly described in the Option Agreement (the “**Optioned Property**”). Any capitalized terms used but not defined herein shall have the meaning ascribed to them in the Option Agreement.

WHEREAS, the Option Agreement was amended by First Amendment dated September 14, 2020, to provide for terms and conditions to apply and negotiate a Development Agreement, and to adjust the Due Diligence Period to accommodate potential delays in obtaining a fully executed Development Agreement; and

WHEREAS, the Option Agreement was amended by Second Amendment dated July 12, 2021, to extend the Option Term, Habitat Plan Completion Date, and the Phase Plan form approval period, and to adjust the Due Diligence Period to further accommodate potential delays in completing the Habitat Plan; and

WHEREAS, the Option Agreement was amended by Third Amendment dated December 13, 2021, to extend the Habitat Plan Completion Date, to adjust the Due Diligence Period, as previously amended by the First and Second Amendments to the Option Agreement, to further accommodate potential delays in completing the Habitat Plan, and to set forth conditions by which the expenses for development studies that benefit the Port may be reimbursed; and

WHEREAS, the Option Agreement was amended by Fourth Amendment dated March 1, 2023, to extend the Habitat Plan Completion Date, to adjust the Due Diligence Period, as previously amended by the First, Second, and Third Amendments to the Option Agreement, to further accommodate potential delays in completing the Habitat Plan, and to clarify the timing for payment of the Good Faith Deposit Note; and

WHEREAS, the Option Agreement was amended by Fifth Amendment dated August 31, 2024, to extend the Habitat Plan Completion Date and the Due Diligence Period to further accommodate potential delays in completing the Habitat Plan; and

WHEREAS, the Port and Developer wish to amend the Option Agreement to extend the Habitat Plan Completion Date and to adjust the Due Diligence Period, as previously amended by the First, Second, Third, Fourth, and Fifth Amendments to the Option Agreement, to provide additional time to execute a more comprehensive amendment to the Option Agreement, which has been the subject of ongoing discussions between the Port and Developer,

NOW THEREFORE, the Parties agree as follows:

1. **Extension of Habitat Plan Completion Date.** The parties hereby agree that the Habitat Plan Completion Date defined in Section 3.2 of the Option Agreement shall be extended to that date at which the parties execute a more comprehensive amendment to the Option Agreement, which future amendment is anticipated to further revise the Habitat Plan Completion Date.
2. **Extension of Due Diligence Period.** The parties hereby agree that the Due Diligence Period, as defined in Section 8.1 of the Option Agreement, and as previously amended by the First, Second, Third, Fourth, and Fifth Amendments to the Option to Ground Lease Agreement, shall be adjusted to expire at 5:00 p.m. Pacific Standard Time on the date that the Good Faith Deposit becomes payable in accordance with Section 3 of the Fourth Amendment, which is fifteen days after notice from the Port that the Habitat Plan has been completed in accordance with the terms of the Option Agreement.
3. **Full Force and Effect.** The rest and remainder of the Option Agreement and any amendment thereto shall remain in full force and effect and is affirmed and ratified by the signature of the parties.

PORT OF OLYMPIA, a Washington
municipal corporation

SSECC PDC, LLC, a Delaware limited
liability company

By: Alexandra K. Smith
Title: Executive Director
Date: _____

By: _____
Its: _____
Date: _____

Approved as to Form by Port of Olympia General Counsel

By: _____
Chris Pierce-Wright

Date: _____

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On this _____ day of _____, 2025, 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 **Sixth Amendment to Option to Ground Lease Agreement**, and acknowledged to me that she signed the same on its behalf, as she is so authorized to do, as her 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 _____)

On this _____ day of _____, 2025, personally appeared before me _____, to me known to be the _____ at the entity named in the within and foregoing **Sixth Amendment to Option to Ground 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: _____

COVER MEMO

Briefing Date/Time: February 10, 2025

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

Subject: Marine Terminal Warehouse B – Structure Contract

Purpose: ☐ Information Only ☒ Decision Needed

Overview:

- This item is on the Consent agenda.
- Action is requested.

Background:

The Port of Olympia is planning to purchase a steel frame and fabric covered warehouse structure using a competitively solicited contract with ClearSpan through our membership of Sourcewell. This contract will cover the purchase of the structure, associated interior lighting, and construction installation of the structure.

This contract was previously approved by the commission on December 9, 2024 as a consent agenda item. During discussions with the vendor, it was discovered that ClearSpan had mistakenly forgotten to quote the structure installation using prevailing wages as required on Public Works projects per RCW 39.04. The change order total exceeds the Delegation of Authority of the Executive Director per Port policy 1004.

Documents Attached:

- ClearSpan Quote
- [Sourcewell ClearSpan Contract #071223 - LINK](#)

Summary and Financial Impact:

The total cost of this quote is \$1,780,099.43, not including sales tax. This is an increase of \$189,491.12 (12.55%) over the previously approved contract.

This contract will be funded using the 2024-2025 Capital Investment Budget.

Affected Parties:

- Marine Terminal

Options with Pros and Cons:

By approving this contract, the Port will move forward with the civil site design. The civil design cannot begin until the warehouse structure has been selected as the civil design will center around that specific structure's structural requirements.

If this contract is not approved, the Port will not be able to move forward with required design work. There is a high potential for a disruption to the current schedule if the Port is not able to move forward.

Environmental Considerations:

This project will require an environmental evaluation in accordance with the provisions of the Washington Environmental Policy Act (SEPA) under Chapter 42.31C, Revised Code of Washington (RCW), Chapter 197-11 Washington Administrative Code (WAC), and Port of Olympia Resolution No. 2008-20, Revised SEPA Policies and Procedures.

Staff Recommendation:

Recommend approving this contract as part of the consent agenda.

Next Steps/Timeframe:

If approved, Port staff will work with ClearSpan to finalize the contract.



Corporate
703 Hebron Avenue, Floor 3, Glastonbury, CT 06033
p: 1.860.760.0046 • f: 1.888.958.1393 • www.clearspan.com



Customer ID: 9144192
Quote Number: 1127139

QUOTE

Sourcewell Contract #: 071223-CSS
110822-CSS
Page: 1 of 2

Quote To:

PORT OF OLYMPIA
911 WASHINGTON ST NE
OLYMPIA WA 98501
UNITED STATES

Phone: **5125893925**

Sales Person: MARK JAMGOCHIAN
Office Phone: 800-603-4445 x1117
MJAMGOCHIAN@CLEARSPAN.COM

Ship To:

PORT OF OLYMPIA
911 WASHINGTON ST NE

OLYMPIA, WA 98501

Date: 1/13/2025 Valid for 10 Days

Quote Total **1,780,099.43**

USD

Line	Part	Description	Expected Qty	Unit Price	Ext. Price
1	100109	150'W x 460'L Beam 29oz Fabric 20' Eave 4/12 Pitch 20'OC Fully Enclosed	1.00	772,800.00	772,800.00
2	700007	PREVAILING WAGE RATE INSTALLATION	1.00	815,725.00	815,725.00
3	700001	STAMPED BLDG DRAWINGS	1.00	7,000.00	7,000.00
4	100103	40'W X 16'H EASYMOTION DOUBLE SLIDING DOOR WHT	2.00	15,885.00	31,770.00
5	115669FK	36"X80" RH OUTSWING WALK-IN DOOR KIT (FABRIC BLDG)	8.00	1,285.95	10,287.60
----- Kit Components -----					
	Kit Seq.	Part Number	Description	Qty Per	
	5.001	115669	36"X80" COMMERCIAL	1.00	
	5.002	115745	36" SINGLE DOOR	1.00	
8	115780NA	DURACOIL BASIC 24GA- 12X14 DOOR W/OPERATOR	1.00	6,445.00	6,445.00
9	100103	DURACOIL BASIC 24GA- 10X10 DOOR W/OPERATOR	3.00	5,199.00	15,597.00
10	700000	INSTALL OF GARAGE DOORS	1.00	19,693.00	19,693.00
11	118982	PROLED SELECT LINEAR HIGHBAY 320 WATT 5000K	77.00	269.95	20,786.15

Proposal reflects Sourcewell Pricing. Only available through the purchasing CoOp. PO must state Sourcewell contract # to qualify.



Corporate
703 Hebron Avenue, Floor 3, Glastonbury, CT 06033
p: 1.860.760.0046 • f: 1.888.958.1393 • www.clearspan.com



Customer ID: 9144192
Quote Number: 1127139

QUOTE

Sourcewell Contract #: 071223-CSS
110822-CSS
Page: 2 of 2

12	700000	LABOR TO MOUNT LIGHTS (ELECTRICAL HOOK-UP BY OTHERS)	1.00	20,138.00	20,138.00
13	700001	OPTIONAL STAMPED FOUNDATION DRAWINGS	1.00	7,000.00	7,000.00

QUOTE - Miscellaneous Charge -

Description	Ext. Price
1.) Freight	134,857.68
2.) DISCOUNT	-82,000.00

Please Note:

**Additional Sales Tax will apply for materials and installation if the project is not tax exempt.*

**Freight Rate shown is estimated. Buyer is responsible for final freight charges that are calculated at time of shipment*

**Anchor Hardware not included for Designed and Engineered Structures unless listed on the quote. Customer may provide the anchor bolts or ClearSpan will quote them once engineering is completed*

Lines Total	1,727,241.75
Line Miscellaneous Charges	0.00
Quote Miscellaneous Charges	52,857.68
Quote Total	1,780,099.43



Commission Meeting Minutes Monday, January 13, 2025

Commission President Bob Iyall called the Commission meeting of January 13, 2025, to order at 5:30 p.m. at the Percival Plaza at 626 Columbia Street NW, Suite 1B, Olympics Room, in Olympia, Washington.

Present

Commissioners: Bob Iyall, President; Jasmine Vasavada, Vice President; Sarah Tonge, Secretary; Maggie Sanders and Amy Harding.

Staff: Alex Smith, Executive Director, Chris Pierce-Wright, General Counsel; Warren Hendrickson, Director of Operations; Mike Reid, Director of Community and Economic Development; Shawn Gilbertson, Director of Environmental Planning and Programs; Tad Kopf, Director of Finance; Damien Egan, Harbor Senior Manager; Jon Wolf, Environmental Manager; Taber Lee, Marketing and Communications Senior Manager; Emily Girton, Communications and Outreach Specialist; and Missy Goodell, Executive and Commission Coordinator.

Approval of Agenda

Commissioner Harding moved to approve the agenda. Commissioner Tonge seconded the motion. Motion passed unanimously.

Executive Director Report

Alex Smith, Executive Director, reported on recent port activities.

Public Comment

Three individuals provided public comment.

Consent Calendar

Commissioner Vasavada moved to approve the consent agenda as presented; Commissioner Tonge seconded the motion. Motion passed unanimously.

Pending Issues or Business

None.

Action Calendar

Port of Olympia Citizens Advisory Committee (POCAC) Resolution Amendment and Member Term Extensions. Alex Smith, Executive Director, presented information regarding POCAC member terms and suggested changes to Resolution 2024-08 to provide greater flexibility in the number of terms someone can serve and to identify which POCAC member terms the Commission should extend. An update to the POCAC Resolution and reappointment of POCAC members was requested.

The POCAC is governed by Resolution 2024-08 which limits POCAC members to serving two consecutive three-year terms. POCAC members would like the ability to serve more than two terms. In addition, current POCAC members' terms were affected by COVID such that they participated on the POCAC for less than a full three years.

The updated Resolution proposes to amend Section 8 of the Resolution (addressing the term of POCAC members) as follows: 1) changes number of consecutive terms a member can serve from two to four; and 2) gives the Commission discretion to appoint, reappoint or extend the term of POCAC members to address extenuating circumstances.

Requested POCAC Term Extensions include COVID extensions for Position 1 (Joel Hansen, extend to 12/31/2027) and Position 2 (Debby Pattin, extend to 12/31/2025); as well as for new members in Positions 9, 11, 12, and 14 (James Thornton, Bob Wubbena, Quentin Phillips, and Sue Patnude), extending their terms to 12/31/2027.

Motion: Commissioner Harding moved to approve Resolution 2025-02, extending the number of consecutive terms POCAC members can serve and giving the Commission authority to appoint, reappoint and extend POCAC member terms in extenuating circumstances. Motion seconded by Commissioner Tonge. Motion passed unanimously.

Motion: Commissioner Harding moved to extend the terms of the POCAC members in Positions 1, 9, 11, 12, and 14 through December 31, 2027; and extend the term of the POCAC member in Position 2 through December 31, 2025. Commissioner Tonge seconded the motion. Motion passed unanimously.

Action/Other Calendar

Surplus Property Disposal Dollar Limit – Resolution 2025-01. Alex Smith, Executive Director, requested approval of the annual surplus property dollar value limit which is \$22,000 (per statute, the Department of Revenue annually adjusts the limit).

Motion: Commissioner Tonge moved to approve Resolution 2025-01, authorizing the Executive Director to, in calendar year 2025, dispose of individual items of surplus Port personal property valued less than \$22,830. Commissioner Harding seconded the motion. Motion passed unanimously.'

Public Comment on Action/Other Item

No public comments were provided.

Annual Commission Meeting Schedule. Alex Smith, Executive Director, presented a schedule of 2025 regular meeting and work session dates, ensuring the schedule is transparent and predictable for the public and Commission. Dates are identified that accommodate holiday schedules.

Motion: Commissioner Harding moved to approve the 2025 Commission Meeting Schedule as presented, with the exception of October 13, which, she reminded, was acknowledged as Indigenous Peoples' Day and a holiday by the Port of Olympia Commission. The 2025 Commission Meeting Schedule will be modified to reflect October 14 as the Commission Meeting day." Commissioner Tonge seconded the motion. Motion passed unanimously.

Public Comment on Action/Other Item

No public comments were provided.

Election of Officers. Executive Director Alex Smith reported that the Commission is to elect officers at the first meeting of each year for that calendar year. The appointments are effective immediately and continue until the first meeting of the following year. The appointments to be filled include Commission President, Commission Vice President, and Commission Secretary.

Motion: Commissioner Harding moved to appoint the following Port of Olympia Commission officers to serve during the calendar year 2025: Commissioner Vasavada as Commission President, Commissioner Sanders as Commission Vice President, and Commissioner Tonge as Commission Secretary. Commissioner Sanders seconded the motion. Motion passed unanimously.

Public Comment on Action/Other Item

One individual provided public comment.

Advisory Calendar

Airport Master Plan Adoption and Comprehensive Scheme Inclusion. Chris Paolini, Airport Senior Manager, provided background and history on the Airport Master Plan. The Airport Master Plan document will be presented in the near future at a Commission meeting with a public hearing for consideration by the Commission to adopt into the Comprehensive Scheme of Harbor Improvements.

Public Comment on Advisory Item

Four individuals provided public comment.

Budd Inlet Remediation – Execution of 2nd Remedial Action Grant. Jonathan Wolf, Environmental Manager, provided information on the Remedial Action Grant that was received from the State of Washington through the Department of Ecology to help fund expenses related to the Budd Inlet cleanup project. In a future Commission meeting, approval will be sought for the executive director to sign the agreement for the second Remedial Action Grant.

Public Comment on Advisory Item

Two individuals provided public comment.

Commissioner Reports/Discussion

Each commissioner provided an update on their current activities in the community.

Other Business

None.

Meeting Announcements

Executive Director Alex Smith provided information on upcoming Commission meetings.

Adjournment

The meeting adjourned at 6:54 p.m.

PORT OF OLYMPIA COMMISSION

Jasmine Vasavada, President

Maggie Sanders, Vice President

Sarah Tonge, Secretary

Amy Harding, Commissioner

Bob Iyall, Commissioner



Commission Work Session Minutes Tuesday, January 21, 2025

Commission President Jasmine Vasavada called the Commission Work Session of January 21, 2025, to order at 3:30 p.m. at the Percival Plaza at 626 Columbia Street NW, Suite 1B, Olympics Room, In Olympia, Washington.

Present

Commissioners: Jasmine Vasavada, President; Maggie Sanders, Vice President; Sarah Tonge, Secretary; Amy Harding and Bob Iyall.

Staff: Alex Smith, Executive Director; Mike Reid, Director of Community and Economic Development; and Missy Goodell, Executive and Commission Coordinator.

Approval of Agenda

Commissioner Tonge moved to approve the agenda. Seconded by Commissioner Sanders. Motion approved unanimously.

Commission Committee Assignments

2025 Commission Committee assignments were discussed and assigned. Port staff member representation on these committees was also discussed and assigned. A chart of 2025 Commission Community roles and Port staff recommendations was reviewed.

Commission Rules Resolution

The Resolution that outlines the rules governing the transaction of Port business was discussed. Proposed changes include changing the timing of public comment to provide a means for the Commission and/or Port staff to more effectively respond to questions and concerns raised by members of the public about specific agenda items; clarifying the use of the "Consent" calendar; specifying ways to address disruptive behavior in a Commission meeting; specifying that meeting minutes are to be signed by just the Commission President and Secretary; and changing from three Commission meetings per month to two.

Agenda Setting Topics

Topics for future commission meetings were discussed.

Adjourn

The meeting adjourned at 4:49 p.m.

Jasmine Vasavada, President

Maggie Sanders, Vice President

Sarah Tonge, Secretary

Amy Harding, Commissioner

Bob Iyall, Commissioner



Commission Meeting Minutes Monday, January 27, 2025

Commission President Jasmine Vasavada called the Commission meeting of January 27, 2025, to order at 5:31 p.m. at the Percival Plaza at 626 Columbia Street NW, Suite 1B, Olympics Room, in Olympia, Washington.

Present

Commissioners: Jasmine Vasavada, President; Maggie Sanders, Vice President; Sarah Tonge, Secretary; Amy Harding and Bob Iyall.

Staff: Alex Smith, Executive Director, Chris Pierce-Wright, General Counsel; Warren Hendrickson, Director of Operations; Mike Reid, Director of Community and Economic Development; Shawn Gilbertson, Director of Environmental Planning and Programs; Tad Kopf, Director of Finance; Damien Egan, Harbor Senior Manager; Jon Wolf, Environmental Manager; Taber Lee, Marketing and Communications Senior Manager; Emily Girton, Communications and Outreach Specialist; and Hannah Ellis, Contracts Specialist.

Approval of Agenda

Commissioner Tonge moved to approve the agenda. Commissioner Sanders seconded the motion. Motion passed unanimously.

Executive Director Report

Alex Smith, Executive Director, reported on recent port activities.

Public Comment

Three individuals provided public comment.

Consent Calendar

Commissioner Harding moved to approve the consent agenda as presented; Commissioner Tonge seconded the motion. Motion passed unanimously.

Pending Issues or Business

None.

Action/Other Calendar

Sailors Union of the Pacific. Waylon Robert, Merchant Mariner and Political Director for the Seattle Branch of the Sailors Union of the Pacific, a union that represents United States flag vessels. The Sailors Union of the Pacific is asking for the Port to support their legislative request for financial assistance.

The Sailors' Union of the Pacific is also seeking \$60,000 from the Legislature to build out of a basic safety training program at Crawford Nautical Training facility. Statewide there is a capacity gap for both the essential entry level and required renewal training. Rep. Reed will submit the legislative request and

Rep. Elect Parshley has agreed to cosign this budget proviso. The Sailors Union of the Pacific would like the Port to support this request with a letter of support.

Motion: Commission Harding moved to direct the Port of Olympic Executive Director to write a letter in support of the Sailors Union of the Pacific legislative request. Commissioner Sanders seconded the motion. Motion passed unanimously.

Public Comment

None.

Advisory Calendar

2025 Capital Budget Amendment: Building Purchase. Alex Smith, Executive Director, provided information on the opportunity to purchase a real estate asset to be used for Port headquarters and Commission meeting space. Background information, financial impact and pros and cons were shared and discussed. This item will be brought back to the Commission for approval at the February 10, 2025 Commission meeting.

Public Comment on Advisory Item

Two individuals provided public comment.

Update to Rules Resolution – Resolution 2025-03. Executive Director Alex Smith brought forward proposed amendments to the Resolution that sets out the rules for how the Commission transacts business at Port Commission Meetings. These proposed amendments were the result of a recent Commission Work Session discussion and agreement regarding changes to how Port business is conducted. The goal of the amendments is to streamline the meetings and provide a means for the Commission and/or Port Staff to more effectively respond to questions and concerns raised by members of the public about specific agenda items. Other amendments were to clarify the use of the "Consent" calendar; to specify ways to address disruptive behavior in a Commission meeting; specify that meeting minutes are to be signed by just the Commission President and Secretary; and changing from three Commission meetings per month to two.

Public Comment on Advisory Item

Two individuals provided public comment.

Option to Ground Lease 6th Amendment – Panattoni/NewMarket Industrial Campus. Warren Hendrickson, Director of Operations, shared background information on the Option to Ground Lease Amendments with Panattoni Development Company. Approval of a 6th amendment to the Ground Lease due to significant delays in reaching a Bush Prairie Habitat Conservation Plan is being sought. The 6th amendment would further extend the HCP Completion Date to May 31, 2025, and would further adjust the Due Diligence Period that accommodates the delayed HCP Completion Date. Approval will be requested at the next Commission Meeting.

Public Comment on Advisory Item

Two individuals provided public comment.

Commissioner Reports/Discussion

Each commissioner provided an update on their current activities in the community.

Other Business

None.

Meeting Announcements

Executive Director Alex Smith provided information on upcoming Commission meetings.

Adjournment

The meeting adjourned at 6:46 p.m.

PORT OF OLYMPIA COMMISSION

Jasmine Vasavada, President

Maggie Sanders, Vice President

Sarah Tonge, Secretary

Amy Harding, Commissioner

Bob Iyall, Commissioner

COVER MEMO

Briefing Date/Time: February 10, 2025

Staff Contact/Title: Alex Smith, Executive Director, 360.528.8001,
Alexs@PortOlympia.com

Subject: 2025 Capital Budget Amendment: Building Purchase

Purpose: ☐ Information Only ☒ Decision Needed

Overview:

- Action Requested

The purpose of bringing this issue before the Commission is to gain Commission approval of an amendment to the 2025 capital budget to initiate the purchase of a Real Estate asset, and to authorize the Executive Director to sign a Purchase and Sale Agreement for that asset.

Background:

The Port first entered into a lease with Challain, Incorporated (doing business as Batdorf and Bronson) on January 14, 1997 for a 1.46 acre lot of Port-owned property adjacent to the Marine Terminal and Olympia Farmers Market. The lease was for an initial term of fifty years (to January 2047), with an option for another thirty years (to January 2077). The lease contemplated that Batdorf would construct and operate a facility for roasting coffee beans and the retail sale of goods.

Batdorf constructed the building in 1998. It is a pre-engineered metal building that is currently used as a mix of office space and industrial warehouse, with approximately 14,700 square feet of space.

Recently Dillanos Coffee Roasters acquired Batdorf, now known as Dancing Goats. Dillanos is consolidating its coffee roasting operations in Sumner, Washington, and closed down roasting operations in Olympia at the end of last year. Late last year Dancing Goats reached out to the Port to see if the Port wanted to buy the building.

Given that it is already located on Port property, is located close to one the Port's Olympia business lines, Port staff thought it would be a good strategic acquisition for the Port. We also thought it made sense for the Port to use the building as the headquarters for the Port, including administrative offices and Commission meeting space. The building will go through a tenant improvement before ultimately becoming the Port of Olympia's new headquarters.

The reasons for recommending the Port use the building for Port headquarters include:

- **Location:** The building is on Port property and immediately adjacent to the Port's most visible downtown operations.
- **Rent Savings:** The Port currently spends upwards of \$300,000 per year for 8,000 square feet of administrative office and Commission meeting space. This savings outweighs the rent we could receive (@\$51,000 annually) if we were to lease the Dancing Goats Building to others, rather than use it for Port offices.
- **Construction Cost Savings:** It would cost a great deal more if the Port were to build a new building for these purposes. For example:
 - The estimates to construct the Waterfront Center was more than ***\$900 per square foot;***
 - The cost per square foot to purchase the Dancing Goats Building is ***\$147 per square foot; \$235 per square foot*** if the Port invests \$1.3 million in tenant improvements.
- **Narrows the Scope and Cost of the Waterfront Center:** Moving the Port offices to an existing structure simplifies allows the Waterfront Center to be focused around replacing Swantown Marina's offices and supporting the kinds of uses the community would like to see in a building in that location.

The Port agreed with Dancing Goats on a purchase price of \$2,152,500 for the building, and an additional \$5,350 for other non-fixed assets the Port would like to purchase. The Port and Dancing Goats have agreed to the terms of a Purchase and Sale Agreement.

Documents Attached:

PowerPoint Presentation

Purchase and Sale Agreement

Summary and Financial Impact:

- 2025 budget amendment authority requested: \$2,157,850 for purchase of the building and other assets from Dancing Goats
- Source of funds: Port reserves
- The purchase of the asset will reduce lease costs to the Port of approximately \$300,000 a year.

Options with Pros and Cons:

Pros:

- Purchase will allow the Port to reduce lease/rental costs of office space which is not located on Port property.
- Purchase will also help to consolidate multiple Port operations into one location.
- Purchase will save the Port the construction costs of building a new facility to house administrative offices and Commission meeting space.

Cons:

- This purchase will lower Port reserves by \$2,157,850.

Staff Recommendation:

Approval to amend the 2025 capital budget with an additional \$2,157,850 infusion to initiate purchase of a Reale Estate asset, and authorization for the Executive Director to sign the Purchase and Sale Agreement for the building.

Next Steps/Timeframe:

If approved, the Executive Director will sign the Purchase and Sale Agreement and the parties will move forward to closing on a March 31, 2025.




PORT of OLYMPIA
Serving All of Thurston County

2025 Capital Budget Amendment: Building Purchase

Alex Smith
Executive Director
February 10, 2025




1



Today's Presentation

Action Requested

- History of building
- 2025 Capital Budget Amendment
- Request for Authorization to Sign Purchase and Sale Agreement



2

2025 Capital Budget Amendment

Building and Lease History

- 50 year lease signed in 1997 for 1.46 acre lot on Port property
- Building constructed in 1998
- Pre-Engineered metal building (PEMB)
- Mix of offices space and industrial warehouse



3



3

2025 Capital Budget Amendment

Building Purchase



- **\$2,157,850** addition to 2025 capital budget
- **Building** - \$2,152,500
- **Other Assets** - \$5,350
- **Source:** Reserve funds

4



4

Future Use of the Building

Port Administrative Offices



■ Why Port Offices?

- Location
- Cost
 - **Current Space** - \$300,000/yr.
 - **Cost to Build** - \$700+/sq. ft.
 - **Cost to Purchase This Building** - \$147/sq. foot
 - **Cost to Purchase and Improve This Building** - \$235/sq. foot

5



5

What About the Waterfront Center

It is Moving Forward



- We still need new marina offices
- The market analysis for it is complete
- We will come back to the Commission for a presentation and next steps

6



6

Questions and Comments

Sample Motions

- *" . . . Move to amend the 2025 capital budget to add \$2,157,850 for the purchase of the Dancing Goats building."*
- *" . . . Move to authorize the Executive Director to sign the Purchase and Sale Agreement for the Dancing Goats building."*

PURCHASE AND SALE AGREEMENT

This Purchase And Sale Agreement (“Agreement”) is made and entered into this ____ day of January, 2025 by and between CHALLAIN, INC., SPC, a Washington social purpose corporation, formerly known as CHALLAIN, INC., with a principal place of business at 200 Market Street NE, Olympia, WA 98501 (“Seller”) and PORT OF OLYMPIA, a Washington port district, with a principal place of business at 606 Columbia St. NW, Suite 300, Olympia, WA 98501 (“Purchaser”).

Recitals

WHEREAS Purchaser is the owner of that certain real property located at 200 Market Street NE, Olympia, WA 98501 and more particularly described in Schedule A attached hereto (the “Real Property”).

WHEREAS Seller is the owner of certain improvements and fixtures, including but not limited to, a building located at 200 Market Street NE, Olympia, WA 98501, and more particularly described below and in Schedule B-1 attached hereto (the “Assets”).

WHEREAS Seller and Purchaser entered into a Ground Lease dated January 14, 1997 with a term of fifty (50) years (the “Lease Agreement”).

WHEREAS Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, the Assets as defined below upon the terms and conditions set forth in this Agreement.

WHEREAS the parties wish to terminate the Lease Agreement effective the date of the sale of Assets from Seller to Purchaser.

Agreement

NOW THEREFORE, in consideration of the terms and conditions of this Agreement, the above Recitals and other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, Purchaser and Seller hereby agree as follows:

1. Purchase of Assets. Subject to the terms and conditions of this Agreement, Seller agrees to sell, transfer, convey, and deliver to Purchaser, and Purchaser agrees to purchase at Closing (as hereinafter defined) all tangible assets owned by Seller and located at or on the Real Property at Closing including but not limited to (a) all buildings; other improvements; fixtures; furniture; shelving; equipment; security system; elevators; machinery; heating system; electrical equipment; air conditioning and ventilation systems; water and gas fixtures; carpeting; blinds; spare parts; kitchen equipment; trees, plants and landscaping; (b) all intangible assets owned by Seller and related to the Real Property on the Closing Date including but not limited to permits, certificates, approvals, licenses, warranties, certificates of occupancy, conditional use and any other permits, service contracts; and (c) the specific items listed in Schedule B-1 (collectively, the “Assets”). Schedule B-2 contains photographs of the improvements located at the Real Property at the time of appraisal.

2. Purchase Price. The Purchase Price for the Assets shall be Two Million One Hundred Fifty-Seven Thousand Eight Hundred Fifty and No/100 Dollars (\$2,157,850.00).

3. Payment of Purchase Price. The Purchase Price shall be payable by Purchaser to Seller as follows:

3.1 Earnest Money Deposit. Not Applicable.

3.2 Payment of Purchase Price. The Purchase Price, less any purchase credits to which Purchaser is entitled pursuant to this Agreement, and less the closing adjustments and prorations described in Section 9.3 of this Agreement, shall be paid by Purchaser all in cash at Closing.

4. Title Matters.

4.1 Title Binder. Within ten (10) business days from the execution of this Agreement by Purchaser and Seller, Purchaser shall order (a) an informational title commitment (the "Title Commitment") from Thurston County Title Co. ("Title Company") describing any and all encumbrances on the Real Property in relation to the Assets and (b) a UCC Search Certificate identifying all security interests or liens of any kind or nature, including but not limited to, any equipment financing or leasing arrangements, claimed by any third party against the Assets or any part thereof. The Title Company shall deliver the Title Commitment and UCC Search Certificate to Purchaser together with true, correct, and legible copies of all instruments referred to in the Title Commitment and UCC Search Certificate (collectively, the "Title Binder").

4.2 Title Objections. Purchaser shall have ten (10) business days after receipt of the Title Binder, to notify Seller that it disapproves of any exceptions or conditions contained therein other than Permitted Exceptions (defined below), in Purchaser's sole and absolute discretion. If Purchaser fails to give Seller notice of its disapproval of any exception in the Title Binder within such period, then Purchaser shall be deemed to have approved such exception. Any exception noted in the Title Binder as an exception to be deleted at or prior to Closing upon the occurrence of certain specified events, and monetary liens attributable to persons other than Purchaser which Seller shall pay or cause to be satisfied at or prior to Closing, shall be deemed disapproved in any and all cases.

4.3 Action on Objections. If Purchaser disapproves any exception (other than a Permitted Exception) appearing in the Title Binder or any supplemental report, then this Agreement shall terminate and Purchaser shall receive a refund of the earnest money, less any costs associated, advanced or committed for Purchaser, unless within five (5) business days of Purchaser's notice of such objections: (1) Seller agrees, in writing, to remove all objectionable provisions or (2) Purchaser notifies Seller that Purchaser waives any objections which Seller does not agree to remove. If any new matters are disclosed in a supplemental Title Binder, then the preceding termination, objections and waiver provisions shall apply to the new supplemental matters except that Purchaser's notice of objections must be delivered within five (5) business days of delivery of the supplemental report and Seller's response or Purchaser's waiver must be delivered within two (2) business days of Purchaser's notice of objections. The Closing Date shall be extended to the extent necessary to permit time for these notices. Seller shall cooperate with Purchaser and the Title Company to clear objectionable title matters and Seller shall provide an owner's affidavit containing the information and reasonable covenants requested by the Title Company. Notwithstanding anything to the contrary, a lien, encumbrance, or other exception to title representing a security interest relating to an obligation to pay money and attributable to persons other than Purchaser shall be deemed to be disapproved and shall be removed by Seller on or before Closing.

4.4 Title Policy. Not Used.

4.5 Permitted Exceptions. As used herein, the term “Permitted Exceptions” means all exceptions contained in the Title Binder that are approved by Purchaser as provided in this Agreement.

5. Conditions to Purchaser’s Obligations. Purchaser’s obligation to purchase the Assets is subject to and contingent upon the satisfaction of the following conditions:

5.1 Purchaser’s Feasibility Contingency.

5.1.1 Seller Deliverables. Within five (5) business days from the date this Agreement is signed by both parties Seller shall deliver to Purchaser copies of all studies, reports, leases, other agreements, and other information relating to the Assets in Seller’s possession or control. If during the term of this Agreement Seller receives any additional materials and/or information relating to the Assets, then Seller shall immediately deliver copies of the same to Purchaser. Seller shall also deliver copies of any and all agreements relating to the Assets including but not limited to financing, lease, maintenance, service and landscaping agreements.

5.1.2 Review of Assets and Related Matters by Purchaser. Purchaser shall have ninety (90) days from the date this Agreement is signed by both parties (the “Feasibility Contingency Period”) in which to investigate and review the Assets and all matters relating thereto and to determine, in Purchaser’s sole and absolute discretion, whether to proceed with this transaction. Purchaser’s investigation and review may include, but is not limited to, the review of all existing reports, studies, and other materials regarding the Assets; the conducting of engineering, electrical, mechanical, historical use, structural, and other studies with respect to the Assets; the investigation and review of laws, ordinances, codes, covenants, and/or restrictions affecting the Assets; and the review of the requirements and conditions of governmental and regulatory bodies with jurisdiction over the Assets; the review of certificates, licenses, and permits existing with respect to the Assets and the likelihood and anticipated cost of obtaining additional certificates, licenses, and permits that Purchaser desires to obtain with respect to the Assets; any and all agreements, including service agreements, relating to or affecting the Assets; the past performance of the Assets and the potential future performance of the Assets; and the feasibility of Purchaser’s planned use of the Assets.

5.1.3 Purchaser’s Right to Terminate. If Purchaser does not approve the results of its investigation and review of the Assets and all matters relating thereto, and/or Purchaser decides not to proceed with this transaction, then Purchaser may terminate this Agreement by delivering written notice to Seller and Thurston County Title Co. (“Escrow Agent”) stating Purchaser’s disapproval and/or intent to terminate this Agreement (“Feasibility Termination Notice”). Purchaser’s failure to waive this contingency or give written notice(s) of its satisfaction with the results of its investigation and review prior to the expiration of the Feasibility Contingency Period shall be deemed to constitute the giving of a Feasibility Termination Notice prior to the expiration of the Feasibility Contingency Period. If Purchaser gives or is deemed to have given its Feasibility Termination Notice to Seller prior to the expiration of the Feasibility Contingency Period, then Escrow Agent shall disburse to Purchaser all funds deposited into escrow by Purchaser, all accrued interest thereon, and all purchase credits, and upon such disbursement neither Purchaser nor Seller shall have any further liability to the other under this Agreement, except for such obligations that expressly survive any termination of this Agreement.

5.2 Purchaser’s Contingency Regarding Port Commission Approval. Purchaser’s obligation to purchase the Assets is subject to and contingent on the approval of this

Agreement and all terms of this transaction by the Port of Olympia Commission in open public meetings.

5.3 Purchaser's Closing Conditions. Purchaser's obligation to purchase the Assets is subject to and contingent upon the satisfaction or waiver on the Closing Date of the following conditions:

5.3.1 All representations and warranties of Seller contained in this Agreement shall be true, accurate, and complete at the time of Closing.

5.3.2 Seller shall have performed all obligations required under this Agreement on or before Closing.

5.3.3 At Closing, the condition of the Assets, physical and otherwise, shall be the same as on the date of this Agreement, ordinary wear and tear excepted.

5.3.4 At Closing, Seller shall deliver to Purchaser a duly executed Bill of Sale conveying good and marketable title to the Assets in the form set forth in Schedule C.

5.3.5 At Closing, Seller shall deliver to Purchaser a duly executed Lease Termination Agreement in the form set forth in Schedule D.

If the conditions in this Section 5.3 are not satisfied as of Closing and Purchaser does not waive the same in writing, then the provisions of Section 10.8 (Default), to the extent applicable, shall apply. Alternatively, Purchaser may elect to terminate this Agreement, and all funds deposited into escrow by Purchaser, all interest accrued thereon, and all purchase credits, shall be delivered by Escrow Agent to Purchaser.

6. LICENSE TO VIEW THE ASSETS. From the date of this Agreement through Closing or earlier termination of this Agreement, Purchaser and its employees, contractors and representatives, shall have the right and permission to enter the Real Property, view and take measurements of the Assets during commercially reasonable times, without interfering with the use of the Assets by Seller, for the purpose of making any and all studies, investigations and inspections of the Assets until expiration of the Feasibility Contingency Period and thereafter for the purpose of taking measurements to re-configure the interior spaces of the warehouse and office building.

7. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller hereby makes the following representations and warranties:

7.1 Ownership of Seller. Seller is the sole owner of the Assets, and is not holding title as a nominee for any other person or entity.

7.2 Authority of Seller. Seller has the power and authority to enter into and perform this Agreement and the individual executing this Agreement has been duly authorized to execute and deliver this Agreement. By executing and delivering this Agreement, Seller represents that no further approval, authorization, or order of any court or other entity is required in connection with Seller's execution and delivery of this Agreement or the performance by Seller of its obligations under this Agreement, and no consent, approval, or order of any other body, entity or third party is required in connection with Seller's execution and delivery of this Agreement or the performance by Seller of its obligations under this Agreement.

7.3 Non-contravention of Law or Existing Documents. Neither the execution and delivery of this Agreement, nor consummation of the transactions contemplated in this Agreement, nor fulfillment of or compliance with the terms and conditions of this Agreement, contravenes any provision of any law, statute, rule or ordinance to which Seller or the Assets are subject, or conflicts with or results in a breach of, or constitutes a default under, any of the terms, conditions, or provisions of any agreement to which Seller is a party or by which it is bound, or constitutes a default under any of the foregoing, and there exists no default in respect of any obligation pertaining to the Assets.

7.4 Parties in Possession; Termination. There are no third parties in possession or which have a right to possession of all or any portion of the Assets and there are no equipment or other leases relating to the Assets. The existing Lease between Purchaser as Lessor and Seller as Lessee shall be terminated by the Parties on the Closing Date pursuant to the Lease Termination Agreement set forth in Schedule D.

7.5 No Option to Acquire Premises. No person or entity has any right of first refusal or option to acquire any interest in the Assets or any portion thereof, and Seller has not sold or contracted to sell any interest in the Assets or any portion thereof.

7.6 Condemnation or Assessment. There is no pending condemnation or similar proceeding or assessment affecting the Assets or any portion thereof nor is any such proceeding or assessment contemplated by any governmental authority.

7.7 Access. There is no pending or threatened governmental proceeding, which would impair or curtail full and free access to the Assets from public streets or roads.

7.8 Compliance with Laws. Seller has complied with all applicable laws, statutes, ordinances, regulations, and rules relating to the Assets.

7.9 Violations. Seller has not received and is not aware of any notification from any City, County, State, or Federal authority having jurisdiction over the Assets, requiring any work to be done on the Assets or advising of any condition (including, without limitation, Hazardous Substances) which would render the Assets unusable or affect the usability or value of the Assets for the purposes of Purchaser.

7.10 Defaults. Seller is not in default, and no uncured event has occurred which, with notice, the passage of time, or both would be a default, under any financing, loan, lease, encumbrance, instrument, or other agreement or transaction pertaining to the Assets.

7.11 Mechanic's Liens. There has been no labor, material, or services furnished in relation to the Assets as a result of which any mechanic's, laborer's, or materialmen's liens or claims might arise.

7.12 Contracts. There are no contracts, licenses, or permits affecting the Assets that have not been disclosed to Purchaser in writing. Seller shall indemnify, defend, and hold Purchaser harmless from any claim made or cause of action brought under any contract, other than a claim or cause of action arising out of events occurring after Closing with respect to a contract expressly assumed by Purchaser. Except as otherwise specifically stated in this Agreement or shown in the Title Binder, there are no service, maintenance, any other tenancies, easements, leases, deeds of trust, mortgages, restrictions liens, licenses, other instruments, agreements, contracts or encumbrances affecting the Assets (collectively "Encumbrances"). From and after the

date this Agreement is signed by both parties, Seller will not extend any existing Encumbrances or create any new Encumbrances without the prior written consent of Purchaser.

7.13 Litigation. There is no litigation or threatened litigation which could now or in the future in any way constitute a lien, claim, or obligation of any kind in relation to the Assets, affect the use, ownership or operation of the Assets, or otherwise adversely affect the Assets. For purposes of this Agreement, litigation includes lawsuits, actions, administrative proceedings, governmental investigations, and all other proceedings before any tribunal having jurisdiction over the Assets.

7.14 Payment of Impositions. No assessment, special assessment, or tax affecting the Assets shall be permitted to go in arrears or default prior to Closing without the prior written consent of Purchaser; provided, however, that Seller may in good faith, at its expense and in its own name and on its own behalf, diligently contest by appropriate proceedings any impositions so long as the same are instituted prior to delinquency and Seller shall post such security in such manner, form, and amount as Purchaser may request to ensure that the same will be paid in full prior to any enforcement against Purchaser, or the Assets, or any portion thereof.

7.15 Insurance. Seller will maintain in force all policies of fire and other casualty and liability insurance maintained as of the date hereof with respect to the Assets until Closing.

7.16 Assumption of Liabilities. Purchaser, by virtue of the purchase of the Assets, will not be required to satisfy any obligation of Seller other than those expressly assumed by Purchaser pursuant to this Agreement. Other than such obligations expressly assumed by Purchaser or any liens or other obligations with respect to the Assets which result from any action or activities by or on behalf of Purchaser, Seller will pay and discharge any and all liabilities of each and every kind arising out of or by virtue of Seller's possession, ownership, or use of the Assets or any part thereof, and shall indemnify, defend, and hold Purchaser harmless therefrom.

7.17 Environmental Conditions; Indemnity. There are no Hazardous Substances (as defined below) located near, in, on or under the Assets, there are no underground storage tanks located under the Assets, and there is no pending or threatened investigation or remedial action by any governmental agency regarding the release of Hazardous Substances or the violation of Environmental Law in relation to the Assets. As used herein, the term "Hazardous Substances" shall mean any substance, material, or vapor now or hereafter defined or regulated as a hazardous substance, hazardous waste, toxic substance, dangerous waste, pollutant, pollution, contaminant, or other similar term under any federal, state, or local law, regulation, or ordinance governing any substance that could cause actual or suspected harm to human health or the environment ("Environmental Law"). Hazardous Substances specifically includes, but is not limited to, petroleum, petroleum by-products, and asbestos. From and after Closing, Seller shall protect, defend, indemnify, and hold harmless Purchaser and Purchaser's commissioners, officers, directors, employees, agents, insurers, and each of their successors and assigns from and against any and all past, present and future claims, liabilities, losses, damages, and expenses, including attorney fees, arising out of or relating to the release or presence of any Hazardous Substance on, under or from the Assets arising from the ownership, operation, or control of the Assets prior to Closing. This provision shall survive the Closing Date.

8. COVENANTS OF SELLER. Seller covenants and agrees as follows:

8.1 From and after the date of this Agreement, Seller will perform all of its monetary and non-monetary obligations under all indebtedness (whether for borrowed money or otherwise) and the liens securing all indebtedness pertaining to the Assets or any part thereof, if any.

8.2 From and after the date of this Agreement, Seller will not allow any lien to attach to the Assets except the lien for ad valorem taxes which are not due and payable and any liens which result from the activities of Purchaser in connection with the Assets, nor will Seller grant, create, or voluntarily allow the creation of, or amend, extend, modify, or change, any easement, right-of-way, encumbrance, restriction, covenant, lease, license, option, contract, or other right affecting the Assets without Purchaser's prior written consent thereto.

8.3 From and after the date of this Agreement, Seller will notify Purchaser of any events affecting the Assets promptly upon learning of such event.

8.4 All existing leases and tenancies related to the Assets shall be terminated effective on or before Closing, other than those approved by Purchaser in writing prior to Closing.

In the event of a default by Seller in the performance of its obligations under this Section, Purchaser may (without any obligation to do so), upon five (5) business days of written notice to Seller and Seller's failure to cure said default prior to the expiration of said five (5) business day period, cure such default, and the cost of doing so shall be a purchase credit to be offset against the Purchase Price payable at Closing, or to be paid to Purchaser. The above remedy shall be in addition to any and all other remedies to which Purchaser may be entitled under this Agreement and under applicable law.

9. ESCROW.

9.1 Opening of Escrow. Upon execution of this Agreement by Purchaser and Seller, Purchaser shall open escrow with Thurston County Title Co. in Olympia, Washington ("Escrow Agent"), by depositing with Escrow Agent a copy of this Agreement. This Agreement shall become a part of the escrow and shall constitute the basic instruction of Purchaser and Seller to Escrow Agent. However, Purchaser and Seller agree to execute such additional instructions and documents as are reasonably required to complete the closing of the sale of the Assets in accordance with the terms and conditions of this Agreement. In case of conflict, this Agreement shall control.

9.2 Deposits into Escrow. Purchaser and Seller shall deposit into Escrow, on or before the Closing Date, all documents and funds necessary to carry out this Agreement, including the following:

9.2.1 Deposits by Purchaser. Purchaser shall deposit into Escrow: cash equal to that portion of the Purchase Price due at Closing less the amount of the Earnest Money Deposit, if any, and purchase credits to be applied to the Purchase Price, if any, plus Purchaser's share of escrow fees and related charges. Purchaser shall also deposit into Escrow such other documents and funds as are reasonably required to close the sale of the Assets pursuant to the terms of this Agreement.

9.2.2 Deposits by Seller. Seller shall deposit into Escrow: (i) a duly executed Bill of Sale to convey to Purchaser all of the Assets in accordance with the terms of this

Agreement; (ii) a duly executed Real Estate Excise Tax Affidavit, in proper form for submission to the County Auditor; and (iii) a duly executed resolution of Seller's Board of Directors authorizing and approving the sale of the Assets to Purchaser as well as the execution, delivery, and performance of this Agreement; the resolution shall be in a form and substance satisfactory to Purchaser and its legal counsel. Seller shall also deposit into Escrow such other documents and funds as are reasonably required to close the sale of the Assets pursuant to the terms of this Agreement.

9.3 Prorations. The following items shall be prorated as follows:

9.3.1 Personal property taxes and assessments with respect to the Assets, which shall be prorated as of the Closing Date;

9.3.2 Utility charges and assessments with respect to the Assets, which shall be prorated as of the Closing Date;

9.3.3 All charges and payments made or received with respect to any contracts related to the Assets that are assigned to and assumed by Purchaser, which shall be prorated as of the Closing Date; and

9.3.4 Special assessments against the Assets for public improvements, to the extent remaining unpaid, which shall be allocated to Seller if such improvements are commenced prior to the Closing Date, and shall be allocated to Purchaser if such improvements are commenced after the Closing Date, regardless of the date of levy or assessment and regardless of whether such assessments can be paid in installments.

9.4 Fees and Costs. Purchaser and Seller shall pay their own respective fees and costs incurred with respect to this transaction including, without limitation, attorney fees. Notwithstanding the foregoing, Purchaser shall pay at Closing the cost of one-half of the escrow fees pertaining to this transaction. Seller shall pay at Closing the cost of all real estate excise taxes or similar charges incident to the conveyance of title to the Assets to Purchaser, the commission owed to any real estate broker(s) with respect to this transaction, if any, and the other one-half of the escrow fees pertaining to this transaction. Provided, however, that if escrow is terminated due to the failure of both parties to perform any of their respective material obligations, then the parties shall each pay one-half (1/2) of the escrow fees charged, and if escrow is terminated due to the failure of only one party to perform any of its material obligations, then such party shall pay all escrow fees charged. Such payment shall not affect any other rights between the parties.

9.5 Closing Date. Provided that all conditions set forth in this Agreement have been fulfilled or waived, this transaction shall be closed at the offices of the Escrow Agent or virtually on a date to be selected by Purchaser which shall be on or before March 31, 2025 (the "Closing Date"). This escrow may be extended only by a written extension agreed to and signed by both Purchaser and Seller. If this transaction does not close by the Closing Date or as subsequently agreed to by the parties in writing, then escrow shall be terminated. Notwithstanding anything to the contrary, if a party requires additional time to complete actions required to be completed by a party prior to Closing, the Closing shall be extended for a commercially reasonable time to permit the party to complete such actions, provided that the party diligently pursues completion of such actions.

9.6 Closing. When all of the conditions and instructions provided for in this Agreement have been satisfied, Escrow Agent shall promptly close this transaction (the “Close of Escrow” or “Closing”) and shall:

9.6.1 File the duly executed excise tax affidavit for the sale of the Assets;

9.6.2 Deliver the fully executed bill of sale;

9.6.3 Deliver the fully executed Lease Termination Agreement;

9.6.4 Disburse funds to the appropriate persons in accordance with this Agreement and final settlement statements approved by the Parties;

9.6.5 Deliver copies of the filed excise tax affidavit, final settlement statement, Seller’s resolution, and all other documents included in the sale of the Assets to Purchaser and to Seller.

10. GENERAL PROVISIONS.

10.1 No Agency or Partnership. Purchaser and Seller agree that nothing contained in this Agreement shall be construed to create the relationship of principal and agent, partnership, joint venture, or any other form of legal association which would impose liability upon one party for the act or failure to act of the other party.

10.2 Amendment or Modification. No amendment, modification, or change of this Agreement shall be valid unless made in writing and signed by the parties hereto.

10.3 Further Assurances. Each of the parties shall execute any and all additional papers and documents, and deliver any assurances, and shall carry out any and all acts reasonably necessary in connection with the performance of its obligations under this Agreement in good faith.

10.4 Authority. Each of the signatories to this Agreement represents and warrants that he or she has the right, power, capacity, and authority to enter into this Agreement and to bind the entity he or she represents to this Agreement and the obligations set forth in this Agreement.

10.5 Casualty or Condemnation. If on or after the date of this Agreement and prior to Closing any fire, windstorm, or other casualty occurs with respect to all or any part of the Assets, or any action is initiated by any governmental entity other than Purchaser to acquire all or part of the Assets by condemnation, and such casualty or condemnation has a material and substantial effect on the Assets and on Purchaser’s proposed use of the Assets, then Purchaser may elect, by written notice to Seller prior to Closing, to terminate this Agreement and be relieved of its obligation to purchase the Assets. If Purchaser makes such election, then the entire Earnest Money Deposit and all interest earned on the Earnest Money Deposit, all other sums delivered to Escrow Agent by Purchaser, and all purchase credits, shall be disbursed by Escrow Agent to Purchaser, and upon such disbursement neither Purchaser nor Seller shall have any further liability to the other under this Agreement, except for obligations that expressly survive termination. If Purchaser fails to make such election prior to the Closing Date, this Agreement shall continue in effect; Seller shall, prior to the Closing Date, assign to Purchaser, by an assignment in form and substance

satisfactory to Purchaser, its entire right, title, and interest in and to all insurance and condemnation claims and proceeds to which Seller may be entitled in connection with such casualty or condemnation; and the Purchase Price shall be reduced by the amount of loss or damage occasioned by such casualty or condemnation not covered by insurance or condemnation proceeds. Purchaser shall have the right at all times to participate in all negotiations and other dealings with the insurance carrier providing such coverage, and with the governmental entity pursuing condemnation, and to approve or disapprove any proposed settlement in respect to such matter. For purposes of this Subsection, the term “material and substantial affect” shall mean one that would make the remaining or unaffected portion of the Assets unsuitable or economically unfeasible for Purchaser’s intended use. Seller shall forthwith notify Purchaser in writing of any such casualty respecting the Assets. In the event of any condemnation (or deed in lieu thereof) that does not have a material and substantial effect, the Purchase Price shall be reduced pro rata based on the area of the Assets so taken.

10.6 Commissions. Each party represents and warrants that it is not represented by any broker, agent, or other person in connection with any of the transactions contemplated by this Agreement, and that it has not dealt with any broker, agent, or other person to which a commission or other fee is due in connection with any of the transactions contemplated by this Agreement, and that insofar as it knows, no broker, agent, or other person is entitled to any commission, charge, or fee in connection with the transactions contemplated by this Agreement. Each party agrees to indemnify, defend, and hold harmless the other party against any loss, liability, damage, cost, claim, or expense, including interest, penalties, and reasonable attorney fees, that the other party incurs or suffers by reason of a breach of the representations and warranties set forth in this Section.

10.7 Counterparts. This Agreement may be executed in several counterparts, and all counterparts so executed shall constitute one Agreement binding on the parties. The parties agree that this Agreement shall be deemed validly executed and delivered by a party if a party executes this Agreement by manual signature or by affixing its signature hereby by means of an electronic signature tool, application, or software (e.g., DocuSign).

10.8 Default. In the event of a default under this Agreement by Seller (including a breach of any representation, warranty, or covenant set forth in this Agreement), Purchaser shall be entitled, in addition to all other remedies available by law and/or equity, to seek specific performance of Seller’s obligations under this Agreement. In the event of a breach or default by Purchaser without any default by Seller or failure of any condition to Purchaser’s obligations under this Agreement, Seller’s sole and exclusive remedy shall be the forfeiture of the Earnest Money Deposit from Purchaser, to be retained by Seller as liquidated damages and not as a penalty. The parties acknowledge and agree that in the event of such default by Purchaser, Seller may have incurred substantial but unascertainable damages and that this provision for liquidated damages is valid and enforceable.

10.9 Schedules. The following schedules attached to this Agreement are incorporated by reference:

10.9.1 Schedule A. Real Property.

10.9.2 Schedule B. Assets and Improvements

10.9.3 Schedule C. Form of Bill of Sale.

10.9.4 Schedule D. Form of Lease Termination Agreement.

10.10 Extensions. Should any dates of this Agreement be extended for the benefit of Seller or Purchaser to meet their obligations under this Agreement (including, but not limited to, any time beyond the title review period needed for the curing of title defects), then the corresponding dates under this Agreement shall be extended by an appropriate number of days.

10.11 Headings. The headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the interpretation or construction of any term or provision of this Agreement.

10.12 Integration. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter, and any and all other agreements, understandings, or representations with respect thereto are of no force or effect.

10.13 Interpretation. This Agreement is the result of negotiations between the parties, each of which participated in the preparation of this Agreement, and each of which was or had the opportunity to be represented by legal counsel, and this Agreement shall be interpreted and construed according to the fair intent of the language as a whole, and not for or against any particular party.

10.14 Notices. Any and all notices, requests, approvals, or other communications required or desired to be given hereunder (collectively, "notice") shall be in writing and shall be validly given or made if: (i) personally served; (ii) sent by certified, registered, or express mail with postage prepaid thereon and return receipt requested; (iii) sent by e-mail to the e-mail addresses provided herein, if any. Notice shall be deemed given (i) at the time of personal service; (ii) at the time of receipt or refusal of mail by a party; or (iii) written acknowledgement of receipt by email by the addressee party after email as set forth above. Notice shall be effective and deemed given only if properly addressed to the party to whom such notice is to be given as follows:

To Seller:

CHALLAIN, INC., SPC
2401 Bristol Court SW
D 103
Attn: David Wasson
Phone: 360-754-5282

To Purchaser:

PORT OF OLYMPIA
606 Columbia St. NW
Suite 300
Olympia WA 98501
Phone: (360) 528-8000

With a copy to Purchaser's attorney:
Dickson Frohlich Phillips Burgess PLLC
111 21st Ave SW
Olympia, WA 98501

Phone: (360) 742-3500

To Escrow Agent:

Thurston County Title Insurance Company
105 8th Avenue SE
Olympia, Washington 98501
Phone: (360) 743-7300

Any party may change its address for the purpose of receiving notices as provided by a written notice given to the other parties.

10.15 Possession. Purchaser shall be entitled to possession of the Assets upon Close of Escrow.

10.16 Successors and Assigns. Subject to the provisions of this Agreement regarding assignment, this Agreement shall inure to the benefit of and shall be binding upon the parties and their respective heirs, legal representatives, successors, and assigns.

10.17 Survival. All agreements, covenants, representations, and warranties of the parties contained in this Agreement or in any other document provided for herein shall survive the Closing and the delivery of any deed, except where the context clearly indicates a contrary intent.

10.18 Third Party Beneficiaries. Except as expressly provided in this Agreement, nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, if any, nor shall any provision give any third parties any right of subrogation or action against any party to this Agreement.

10.19 Time. Time is of the essence of each provision of this Agreement.

10.20 Waiver. No waiver shall be effective unless set forth in writing and signed by the party charged with making the waiver. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall any waiver constitute a waiver of any preceding, succeeding, or continuing occurrence or condition, unless expressly stated in the waiver.

10.21 Applicable Law; Venue. This Agreement shall be governed in all respects by the laws of the State of Washington, without regard to doctrines or provisions regarding conflicts of law. All actions and proceedings related to this Agreement shall be filed and held in Thurston County, Washington.

10.22 Attorney Fees. In any legal action or proceeding, including but not limited to arbitration, brought to enforce this Agreement, to declare the rights and duties under this Agreement, or to resolve a dispute, breach, or default in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs, including expert witness fees, incurred in such action or proceeding, in addition to any other relief to which such party may be entitled, whether incurred at trial, in mediation or on appeal or in any bankruptcy proceeding.

IN WITNESS WHEREOF, the undersigned representatives have been duly authorized and hereby execute this Agreement on behalf of the Parties as of the date first above written.

SELLER:

CHALLAIN, INC., SPC

Name: David Wasson
Title: President and CEO

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that David Wasson is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the President and CEO of Challain, Inc., SPC a Washington social purpose corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2025.

Printed Name:
Notary Public in and for the State of Washington
My appointment expires:

PORT OF OLYMPIA

Title: Executive Director

[illegible]

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

Printed Name: _____
 Notary Public in and for the State of Washington _____
 My appointment expires: _____

APPROVED AS TO FORM:

Name: Christopher Pierce-Wright
Title: General Counsel to Port of Olympia

SCHEDULE A

REAL PROPERTY

LEGAL DESCRIPTION

That portion of Lot 1 of City of Olympia Large Lot Subdivision #LL 5887, records of Thurston County, Washington, described as follows:

Commencing at the intersection of the north line of vacated "D" Avenue with the east line of North Washington Street, thence N 04°06'23" W along said east line 72.45 feet to the Point of Beginning; thence S 39°32'53" E 146.73 feet to the north line of proposed Market Street; thence N 57°53'48" E along said north line 149.26 feet; thence along a curve to the right having a radius of 232.00 feet a distance of 36.60 feet to the west line of vacated Franklin Street; thence N 04°06'29" W along said west line 249.04 feet; thence S 85°53'31" W 80.00 feet; thence S 57°53'48" W parallel with said proposed Market Street 192.99 feet to said east line of North Washington Street; thence S 04°06'23" E along said east line 123.53 feet to the Point of Beginning.

An area of approximately 1.46 acres as shown on Exhibit "D" attached.

OPTION Parcel "B"

That portion of Lot 1 of City of Olympia Large Lot Subdivision #LL 5887, records of Thurston County, Washington, described as follows:

Commencing at the intersection of the north line of vacated "D" Avenue with the east line of North Washington Street, thence N 04°06'23" W along said east line 123.53 feet to the northwest corner of leased premises described above and the Point of Beginning; thence N 57°53'48" E along the northwesterly line of said leased premises 192.99 feet; thence S 85°53'31" W 68.14 feet; thence S 57°53'48" W 115.47 feet to said east line of North Washington Street; thence S 04°06'23" E along said east line 36.39 feet to the Point of Beginning.

An area of approximately 0.11 acres as shown on Exhibit "D" attached.

Thurston County Tax Parcel No.: 66130000101

The site plan illustrates the Deskoba Leased Premises, a 1.46-acre area. The leased premises are bounded by the following dimensions:

- North boundary: $S 85^{\circ}53'31'' W$, 80.00
- East boundary: $N 04^{\circ}06'29'' W$, 249.04
- South boundary: $N 57^{\circ}55'48'' E$, 149.26
- West boundary: $S 39^{\circ}32'53'' E$, 10.00

Additional features and dimensions include:

- Parcel "B" (Option):** 0.11 acres, bounded by $S 57^{\circ}55'48'' W$ (192.99) and $S 36^{\circ}39'$ (36.39).
- Streets:** Washington St., Franklin St., Existing "D" Ave., and Proposed Market Street.
- Other Areas:** Proposed Parking, Equipment Wash, Cargo Yards, Farmers Market, and Market Parking.
- Proposed Rail:** A proposed rail line runs along the west side of the leased premises.
- Future Rail:** A future rail line is shown to the east of the leased premises.
- Proposed Port Roadway:** A proposed port roadway is shown to the east of the leased premises.
- Survey Data:** $\Delta = 9^{\circ}02'20''$, $R = 232.00$, $L = 36.60$.
- Scale:** 1" = 80'.
- North Arrow:** Indicated by a north arrow pointing towards the top of the plan.
- Other Labels:** "FARM MARKET", "VAC ORD #3791", and "COFFEE.DWG".

SCHEDULE B-1

ASSETS

Thurston County Tax Parcel No.: 99700702100

LIST OF ASSETS

1. Furniture including couches and coffee tables.
2. Blinds and other window treatment.
3. Lighting fixtures.
4. Kitchen cabinets.
5. Tasting room cabinetry.
6. Dancing Goat signage.

SCHEDULE B-2

PHOTOGRAPHS OF IMPROVEMENTS



Aerial View



View from Market St NE



Rear of Warehouse



Parking Lot



Parking Lot



Office Area



Office Area



Office



Lunch Room



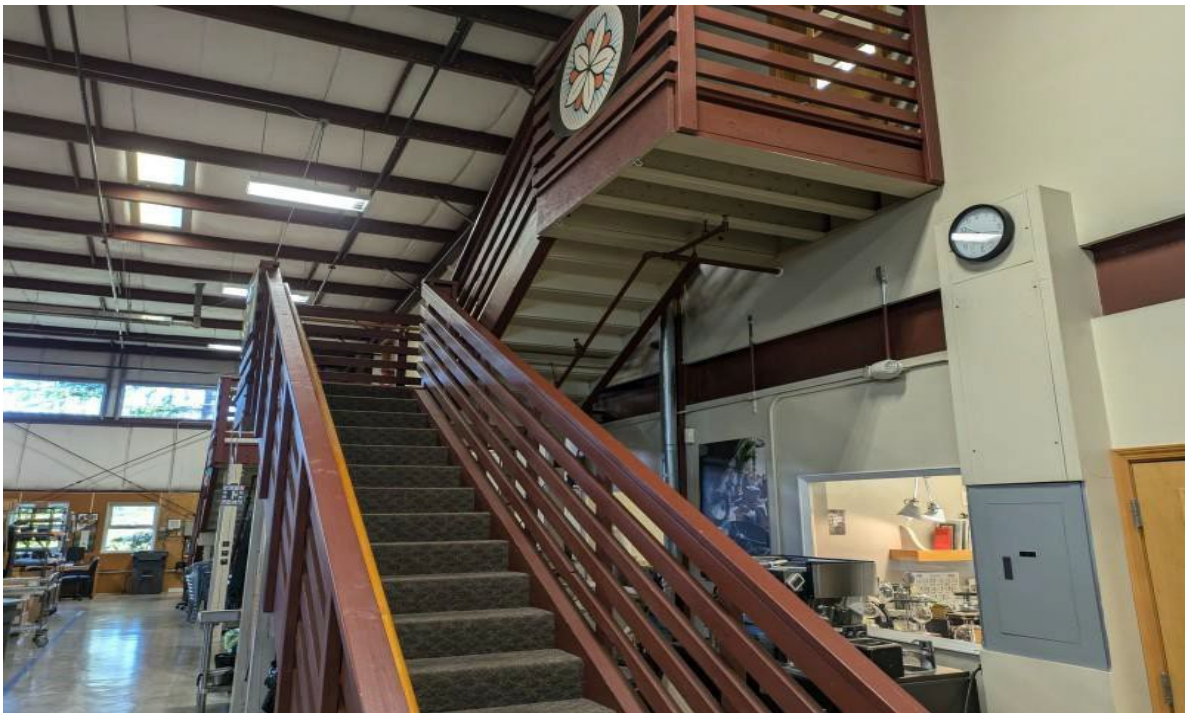
Tasting Room



Office



Office Bathroom



Mezzanine Stairs



Warehouse View from Mezzanine



Warehouse View from Mezzanine



Mezzanine Office Area



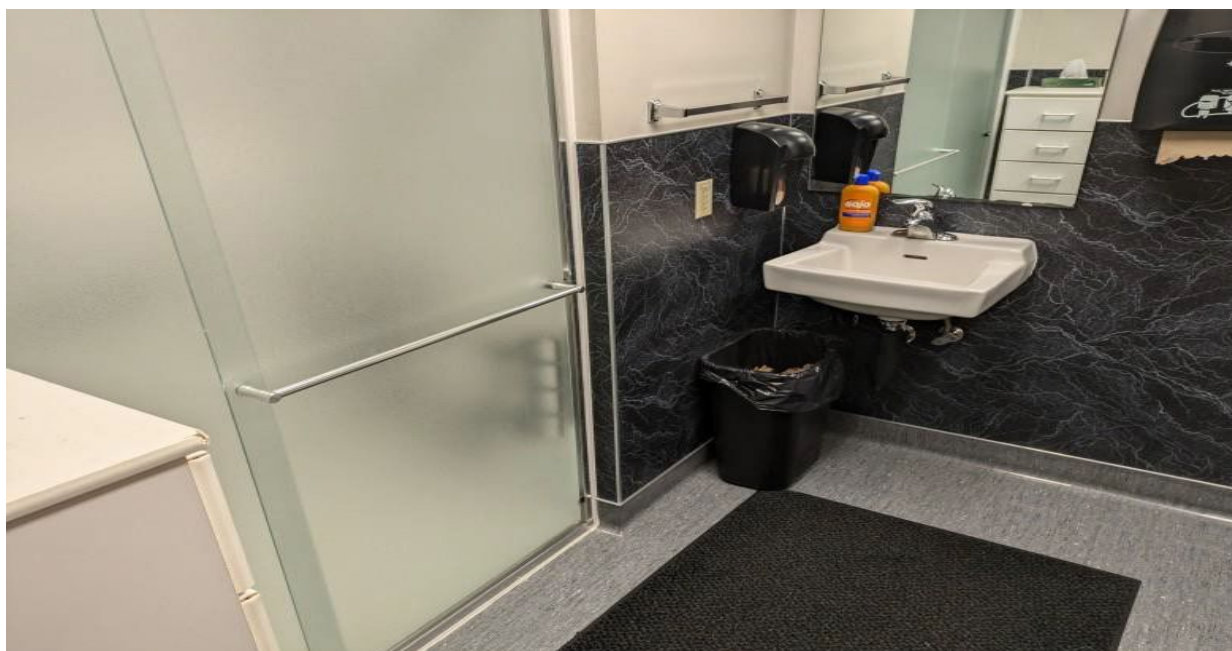
Mezzanine Office



Mezzanine Office



Warehouse Floor Near Mezzanine



Warehouse Bathroom with Shower



Retail/Tasting Room Area

SCHEDULE C

FORM OF BILL OF SALE

Upon the terms and subject to the conditions in that certain Asset Purchase Agreement dated _____ 2025 (the “Purchase and Sale Agreement”) by and between CHALLAIN, INC., a Washington social purpose corporation, formerly known as CHALLAIN, INC., with a principal place of business at 200 Market Street NE, Olympia, WA 98501 (“Seller”) and PORT OF OLYMPIA, a Washington port district, with a principal place of business at 606 Columbia St. NW, Suite 300, Olympia, WA 98501 (“Purchaser”) for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, effective as of the Closing Date, Seller does hereby sell, convey transfer, assign and deliver to Purchaser, and Purchaser does hereby acquire, all of Seller’s right, title and interest in and to the Assets, as defined in the Purchase and Sale Agreement. Seller hereby warrants, covenants and agrees that (a) the Assets conveyed by this Bill of Sale are free and clear of all mortgages, liens, pledges, security interests and encumbrances of every nature whatsoever; (b) Seller is the lawful owner of such Assets and has good title and right to transfer the same; (c) Seller shall warrant, indemnify and defend Purchaser from any and all third party claims; and (d) Seller will take all steps necessary to put Purchaser, its successors or assigns into actual possession and operating control of such Assets. Seller for itself, its successors and assigns hereby covenants and agrees that, at any time and from time to time forthwith upon the written request of Purchaser, Seller will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, transfers, assignments, conveyances and deliveries as may reasonably be required in order to sell, transfer, assign, convey and deliver to Purchaser, its successors and assigns, title to the Assets. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Purchase and Sale Agreement.

DATED as of _____, 2025

SELLER:

CHALLAIN, INC., SPC

PURCHASER:

PORT OF OLYMPIA

Name: David Wasson
Title: President and CEO

Name: Alexandra Smith
Title: Executive Director

APPROVED AS TO FORM:

Name: Christopher Pierce-Wright
Title: General Counsel to Port of Olympia

SCHEDULE D

FORM OF LEASE TERMINATION AGREEMENT

This Lease Termination Agreement (“Agreement”) is entered into as of _____, 2025 (“Effective Date”) by and between PORT OF OLYMPIA, a Washington port district, with a principal place of business at 606 Columbia St. NW, Suite 300, Olympia, WA 98501, Olympia, WA 98501 (“Lessor”) and CHALLAIN, INC., SPC, a Washington social purpose corporation, formerly known as CHALLAIN, INC., with a principal place of business at 200 Market Street NE, Olympia, WA 98501 (“Lessee”) (collectively, the “Parties”).

RECITALS:

WHEREAS, Lessor and Lessee are parties to that certain Ground Lease dated January 14, 1997 (the “Lease”), with respect to real property located at 200 Market Street NE, Olympia, WA 98501 (the “Premises”); and

WHEREAS, the Parties now mutually desire to provide for the termination of the Lease, and the return of the Premises to Lessor, prior to the current expiration date of the Lease, and desire to establish their relative rights, duties and obligations under the Lease up through and including the Termination Date; and to establish their relative rights, duties and obligations following the termination of the Lease.

NOW, THEREFORE, in consideration of mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Parties agree as follow:

AGREEMENT:

1. **Termination.** The Parties agree that in lieu of the original expiration date of February 13, 2047, the Lease shall terminate on _____, 2025 (the “Termination Date”).

2. **Lease Termination Fee.** There shall be no lease termination fee.

3. **Surrender of the Premises.** On the Termination Date, Lessee shall quit the Premises and surrender and return the Premises to Lessor. Lessor agrees to accept the Premises in such condition when so surrendered by Lessee. Lessor and Lessee agree that as of the Termination Date, Lessee shall have no further right to possession of the Premises. Until the Lease Termination Date, Lessee and Lessor shall continue to perform their respective duties and obligations under the Lease.

4. **Utility and Liens.** Lessee agrees to pay any utility balances due until the Lease Termination Date and clear any liens that Lessee may have accrued to the Premises, if any.

5. **Lessee Estoppel.** Lessee’s interest in the Lease has not been assigned, transferred, mortgaged, pledged or otherwise encumbered, nor has all or any portion of the Premises been sublet. Lessee agrees to indemnify, defend and hold harmless Lessor from and against any claim,

damage, liability, or action arising from any such actual or purported assignment or transfer of claims, including the payment of attorneys' fees and costs actually incurred, whether or not litigation is actually commenced. Lessee further certifies that as of the Effective Date, Lessee has no right or claim of deduction, charge, lien or offset against Lessor, and Lessee knows of no circumstance that with notice or the passage of time or both would constitute a Lessee default. The provisions of this Paragraph 5 shall survive Lease termination and may be relied on by and shall inure to the benefit of the Lessor and its successors, assigns, and mortgagees and shall be binding upon the Lessee and its successors and assigns.

6. Release. Lessee releases, discharges and waives any claims known or unknown, against Lessor, its successor, assigns, commissioners, and employees, arising out of or in any way connected with the Lease.

7. Binding upon Successors and Assigns. This Agreement shall be for the benefit of and be binding upon, the parties hereto and their respective successors and assigns. All of Lessor's rights and remedies provided herein survive Lease termination.

8. Final Agreement. This Agreement shall constitute the final agreement and understanding of the parties on the subject matter hereof. This Agreement may be modified only by a further writing signed by the parties.

9. Law; Severability. This Agreement shall be governed by the laws of the State of Washington. Any dispute resolution shall have exclusive venue in Olympia, Washington. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The parties agree that this Agreement shall be deemed validly executed and delivered by a party if a party executes this Agreement by manual signature or by affixing its signature by means of an electronic signature tool, application, or software (e.g., DocuSign).

11. Prevailing Party Attorney Fees. If any further legal action or other proceedings is brought for breach and or default of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs incurred in bringing such action or proceeding, in addition to any other relief to which such party may be entitled.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day first above written.

LESSOR:

LESSEE:

PORT OF OLYMPIA

CHALLAIN, INC., SPC

By: _____
Name: Alexandra Smith
Title: Executive Director

By: _____
Name: David Wasson
Title: President and CEO

State of Washington)
) ss
County of Thurston)

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

Dated:

Printed Name of Notary:
Notary Public in and for the State of Washington
My commission expires on

State of Washington)
) ss
County of Thurston)

I certify that I know or have satisfactory evidence that David Wasson is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President and CEO of Challain, Inc., SPC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

Printed Name of Notary:
Notary Public in and for the _____
My commission expires on

COVER MEMO

Briefing Date/Time: February 10, 2025

Staff Contact/Title: Alex Smith, Executive Director 360.528.8001
Alexs@PortOlympia.com

Subject: Commission Resolution on Rules Governing the Transaction of Port Business

Purpose: ☐ Information Only ☒ Decision Needed

Overview:

- Action is Requested

Background:

This agenda item proposes amendments to the Resolution that sets out the rules for how the Commission transacts business at Port Commission Meetings. The goal of the amendments is to streamline the meetings and provide a means for The Commission and/or Port Staff to more effectively respond to questions and concerns raised by members of the public about specific agenda items.

The proposed changes are reflected in the attached draft resolution, and highlighted in yellow so they are easy to find. A redlined version is also attached.

The changes include the following:

1. A new proposed change to reflect suggestions from Port Counsel on how Special Meetings are called. The new language is highlighted in yellow in the attached amended resolutions.
2. Grammatical changes for brevity and clarity;
3. Changes to align with current practices, including:
 - a. Specifying that all Commissioners participate in reviewing and approving topics for upcoming business meetings and work sessions; and
4. Clarifying the items appropriate for disposition on the “Consent” agenda;

5. Specifying an additional way to address disruptive behavior in a Commission meeting;
6. Specifying Meeting Minutes are to be signed by just the Commission President and Secretary; and
7. Changing from two Commission business meetings a month and a scheduled work session to just two business meetings a month. Work sessions will be called as needed or desired, and noticed as special meetings.
8. Changing the timing of public comment to concentrate comments into a single period at the beginning of the Commission meeting for comments on specific agenda items (and other Port business). This allows staff and the Commission to respond to public comments on an agenda item when the item comes up later in the meeting. This contrasts with the current practice of hearing public comment after each “Advisory” and “Action Other” item, which does not allow Port Staff or the Commissioners to address the concerns raised.

If the Commission chooses to approve the amendments to the Resolution, it should also make corresponding changes to the Commission Policy on Public Participation, Policy 127. The proposed edits include changing the number of scheduled Commission Meetings per month to align with the Resolution, and changing the timing of public comment at Commission Meetings to align with the Resolution. It also includes a specific commitment to holding Town Halls more frequently. A copy of the proposed edits to Policy 127 is attached.

We also propose to amend the Commission Meeting agendas to highlight the change in public comment as follows:

A. Public Comment

This public comment period is the opportunity for public input on the agenda items on this evening’s agenda, in addition to an opportunity for public comment on any other port business. Individual public comments are limited to 3 minutes per person. ~~Members of the public may comment on agenda items and other port business.~~

NOTE: Guidelines for public comment can be found in the Commission Rules in Resolution ~~2025-032-09~~ 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.

Documents Attached:

- Draft Amended Resolution (clean and redlined versions)
- Draft Amended Policy 127
- Power Point presentation

Summary and Financial Impact:

The concept is to make minor changes to how the Commission runs its Business Meetings, and should have little to no financial impact.

Options with Pros and Cons:

The Commission could stay with its current order of transacting business; or identify alternative changes. The changes proposed respond to Commission requests to streamline meetings, align with current practices, make the transaction of Port business more efficient, and provide a way to more effectively respond to public comments. An alternative is to continue with prior practice, which has allowed the Port to successfully transact business, but not as efficiently and responsively as desired.

Staff Recommendation:

Approval of the recommended changes to the resolution that sets out the rules for how the Port transacts business.

Next Steps/Timeframe:

Staff will make changes to Commission agendas and schedules if the Resolution is approved, and the changes will apply to the next Commission Meeting (February 24th).



1

Background

- How the Commission conducts business is governed by Resolution 2023-08.
- Staff is proposing changes to the Resolution to:
 - Make the workload for Commissioners more manageable;
 - Allow the staff and Commission to be more responsive to public comment at the meeting where the comment is made;
 - Make the Commission meetings more efficient.

PORT of OLYMPIA

2

Proposed Changes

- Change from three to two scheduled meetings a month.
 - Removing regularly scheduled work sessions and instead holding work sessions as needed or desired.
- Allow for increased use of the Consent Agenda.
- Concentrate public comment on all items on the agenda into a single period early in the meeting.
 - Allows the staff and Commission to better respond to public comment when that item comes up on the agenda.

3



3

Policy 127

- Commission Policy on Public Participation
 - Last updated in 2019.
- If the Resolution is updated as proposed, Policy 127 needs to also be updated.
- The updates parallel the changes to the Rules Resolution.
 - Change in number of scheduled meetings a month;
 - Changes in timing of public comment at Commission Meetings.
- The proposed changes to the Policy includes specific commitment to holding Town Halls.

4



4

Sample Motions

" . . . Move to adopt Resolution 2025-03, amending Resolution 2023-08 regarding the transaction of Port business at Commission Meetings."

" . . . Move to adopt changes to Commission Policy 127 as proposed."

**PORT OF OLYMPIA COMMISSION
RESOLUTION 2025-0343-08**

**A RESOLUTION OF THE PORT OF OLYMPIA COMMISSION
ADOPTING RULES GOVERNING THE TRANSACTION
OF PORT COMMISSION BUSINESS AND SUPERSEDING RESOLUTION ~~2022~~2023-
0908**

WHEREAS, the Port of Olympia Commission seeks to adopt rules governing the transaction of Port Commission business as required by RCW 53.12.245;

AND WHEREAS, this Resolution supersedes Port of Olympia Commission Resolution 202~~32~~-089;

NOW, THEREFORE, BE IT RESOLVED that the Port of Olympia Commission hereby adopts the Rules set forth below, which shall be effective upon adoption.

**ARTICLE I
Preamble**

These Rules will govern the transaction of business by the Port of Olympia Commission.

**ARTICLE II
Organization of the Commission**

- A. The Commission will annually elect a President, Vice-President, and Secretary.
- B. The Commission will elect officers at its first regular meeting at the beginning of each calendar year. The term will run for one (1) year beginning when ~~elected, and~~ elected and terminate at the election of a successor. Vacancies in an office may be filled at any regular or special meeting of the Commission.

**ARTICLE III
Duties of Officers**

- A. The President shall:

Preside at all meetings of the Commission and during executive sessions of the Commission in a manner consistent with these Rules; sign all resolutions, contracts, and other instruments on behalf of the Commission as authorized by the Commission; perform all such other duties as are incident to the office or are properly required by the Commission; meet with the Executive Director and other Commissioners to prepare and review agendas ~~and meeting packets~~ as specified in this Resolution; and, when needed, authorize the issuance of notices for regular and special meetings of the Commission as provided for in these Rules.

B. The Vice-President shall:

During the absence or disability of the President, exercise all the functions of the President; and have such powers and discharge such duties as may be assigned from time to time by the Commission.

C. The Secretary shall:

Ensure the recording of the minutes, motions and resolutions adopted by the Commission by Port of Olympia staff; and otherwise perform such further duties as are incident to the office and as are properly required by the Commission.

D. Temporary Absence:

Any Commissioner who shall be elected to act for an incumbent elected officer during the temporary absence or disability of such officer shall exercise all the functions of the incumbent officer, but only during the continuance of the absence or disability of such official.

ARTICLE IV Meetings

A. Meetings Schedule:

The Commission will adopt a calendar with its year-long schedule for its regular meetings at its first regular meeting of the calendar year, or the soonest meeting possible thereafter. The Commission will post its calendar to provide notice of all meetings on its website at <http://www.portolympia.com> in accordance with the Open Public Meetings Act (Ch. 42.30 RCW). The Commission schedule shall include a recess of approximately two-weeks the second half of the month in August and December. Accordingly, the Commission schedule should reflect one regular meeting in both August and December. The Commission's regular and special meetings shall be open and public except as otherwise provided by these Rules.

B. Regular Meetings:

The Port of Olympia Commission regular meetings are scheduled on the second and fourth Monday evenings of each month at 5:30 p.m. at the Port of Olympia, Percival Plaza, 626 Columbia Street NW, Suite 1-B, Olympia, Washington, unless specified otherwise. The Port will post the location of all regular meetings on its website at <http://www.portolympia.com> prior to each meeting date in compliance with the notice requirements of the Open Public Meeting Act. Regular meetings shall be open and public except as otherwise provided by these Rules.

C. Work Sessions:

The Port of Olympia Commission holds ~~regular~~ work sessions ~~on the third Monday of each month at 3:30 p.m.~~ as needed. at the Port of Olympia, Percival Plaza, 626 Columbia Street

NW, Suite 1-B, Olympia, Washington, unless specified otherwise. The Port notices work sessions as “special meetings” and will endeavor to post the location of all work sessions on its website at <http://www.portolympia.com> at least 20 days prior to each work session date.

The purpose of work sessions ~~is is three fold~~:

1. ~~Work sessions are~~To provide an opportunity for the Commissioners to informally discuss Port issues and exchange ideas without the structure of a regular business meeting.

a. Consistent with this purpose, the Commissioners may propose topics for future work sessions during the “Other Business” agenda item at a regular business meeting. The Commission will indicate their agreement to include a topic by voting as provided for in Art. V (E) herein.

~~1. Scheduling of topics for particular workwork sessions will be agreed upon by the President and the Executive DirectorCommission and the Executive Director, during their regular weekly meeting. Attempts to schedule will not be made during a regular meeting or work session.~~

2. ~~Work sessions are also~~To provide an opportunity for staff to present topics for preliminary feedback that may be considered later at a regular or special business meeting.

3. ~~Work sessions are~~To provide an opportunity for the Executive Director to update the Commission on business, operational, and strategic issues for informal discussion. The Executive Director will coordinate with Port staff and Commissioners to add agenda items to work sessions.

~~3. Work sessions are alsoTo provide a time when the Commission canmay discuss future topics for upcoming regular business meetings and work sessions.~~

The President will ~~set the agenda for the work sessions~~identify opportunities for work sessions with input from Commissioners and the Executive Director. Although the Commission may legally take action at a work session consistent with the Open Public Meetings Act (Ch. 42.30 RCW), it will strive to limit action during work sessions to extraordinary, exigent, or emergency circumstances where action is necessary prior to the Commission’s next scheduled regular meeting. In the event action is taken during a work session, a period for public comment will be added to the agenda, after Commission discussion and prior to action being taken.

Meeting materials for work sessions will be provided and made available to the public consistent with these Rules.

D. Special Meetings:

Special meetings of the Commission may be called by the Commission President or a majority of the Commission, including if requested by staff with approval by the Commission President or majority of the Commission. For any special meeting called by a majority of the Commission all communications requesting such a meeting shall be completed through the Executive Director or her designee. If any Commissioner requests a special meeting, he or she will notify the Executive Director and Commission Coordinator. ~~The President or a Any Commissioner may call a special meeting of the Commission by notifying the Executive Director and Commission Coordinator~~ of the proposed meeting date and business to be transacted at the special meeting. Notice of a requested special meeting under this provision must be provided sufficiently in advance of the requested special meeting date to allow ~~the Port staff~~ to provide ~~required~~ the required twenty-four (24)-hour written notice of the meeting ~~and to Commissioners~~ and to provide adequate public notice of the meeting and agenda, ~~as both of which are~~ required under the Open Public Meetings Act.

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Special meetings shall be open and public except as otherwise provided by these Rules. A special meeting is limited to matters identified in the notice. The Commission may hold an executive session during a special meeting with appropriate notice.

E. Executive Sessions:

An executive session is understood to mean the part of a regular or special meeting of a governing body ~~that is~~ closed to the public. The Commission may meet in an executive session, which shall be closed to the public, during a regular or special meeting for ~~any of~~ the purposes permitted by the Open Public Meetings Act (RCW 42.30) and other laws. ~~Such purposes include~~ ing, but are not limited to, the following:

1. The consideration of matters affecting national security (RCW 42.30.110(1)(a));
2. The selection of a site or the acquisition of real estate by lease or purchase, when public knowledge regarding such consideration would cause a likelihood of increased price (RCW 42.30.110(1)(b));
3. The sale or lease of real estate when public knowledge regarding such consideration would cause a likelihood of decreased price (RCW 42.30.110(1)(c));
4. Review of negotiations on the performance of publicly bid contracts when public knowledge would cause a likelihood of increased costs (RCW 42.30.110(1)(d));
5. The appointment, employment, or dismissal of a public officer or employee; provided that, final action setting that salary, discharging or disciplining an employee, or interviewing or appointing a candidate to elective office shall be at an open public meeting (RCW 42.30.110(1)(g) and (h));

6. The hearing of complaints or charges brought against such officer or employee unless such officer or employee requests a public hearing (RCW 42.30.110(1)(f));

7. That portion of a meeting during which the Commission is planning or adopting the strategy or position to be taken by the Commission during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in such negotiations or proceedings while in progress (RCW 42.30.140(4)(a)), and;

8. Communications with legal counsel respecting agency enforcement action, litigation or potential litigation to which the Port, the Commission, and/or a Commissioner or Port employee acting in an official capacity is, or is likely to become, a party when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the Port (RCW 42.30.110(1)(i)). Port legal counsel is required to attend executive sessions called for this purpose.

The Commission may invite Port staff or others with some relationship to the matter being discussed, or who provide assistance to the Commission, to the executive session.

~~In order to~~ In order to avoid inconvenience to the public during regular meetings, the Commission will endeavor to hold executive sessions immediately prior to a regular meeting of the Commission and, if possible, at the same location or in close proximity to the location of the regular meeting. Notwithstanding this provision, the Commission may enter into executive session during any meeting for any purpose consistent with the Open Public Meetings Act.

The public meeting will be reconvened following an executive session. Items discussed in the executive session will be considered during the meeting, as appropriate and required by law.

Commissioners will not take notes during executive session using an electronic device such as, but not limited to, a computer, tablet, or cell phone. Commissioners may take handwritten notes during executive session; however, all handwritten notes will be provided to the Executive Director at the conclusion of the executive session for appropriate retention.

F. Adjournment or Continuation to a Special Meeting:

Adjournment or continuation to a special meeting, if necessary, shall be pursuant to notice as required by law.

G. Commissioner Town Hall Guidelines:

A Commissioner Town Hall is a forum convened by an individual Commissioner who desires to meet with members of the public for informal discussion of subjects related to Port business. Individual Commissioners may hold Commissioner Town Halls subject to compliance with the following guidelines:

1. Location and Staffing. A Commissioner Town Hall may be held in a Port facility or meeting room, or other public meeting place in Thurston County. Port staff will not be required to attend a Commissioner Town Hall. Facility costs for Commissioner Town Hall sessions not held at ~~other than~~ Port facilities shall not be reimbursable.

2. Minutes and Recording. The Port will not create or retain minutes or recordings of Commissioner Town Hall sessions.

3. Public Notice. The Port will publish the times and locations of scheduled Commissioner Town Hall~~s~~ on the Port's website, online calendar, and will be sent to the e-mail distribution list for distribution of Commission agenda and meeting materials. Times and locations for Commissioner Town Halls will also be included as part of Port meeting announcements made at the conclusion of regular Commission meetings.

4. Scheduling. Requests to schedule Commissioner Town Hall sessions must be submitted to the Commission Coordinator no later than seven (7) days prior to the Commissioner's desired meeting date. Scheduling is subject to the availability of Port facilities.

5. Attendance by Other Commissioners. Attendance of more than two (2) Commissioners at a scheduled individual Commissioner Town Hall creates a quorum of the Commission and requires compliance with the Open Public Meetings Act. ~~To in order to~~ ensure the Port's compliance with the Open Public Meetings Act, Commissioners shall not attend Commissioner Town Hall sessions being held by other Commissioners without five (5) days' advance notice to the Commission Coordinator.

6. Limitations on Use. Commissioner Town Hall sessions may not be used for campaign purposes. Further, ~~in order to~~ ensure compliance with RCW 42.52.180 governing use of public resources for political campaigns, individual Commissioners may not hold Commissioner Town Hall sessions as defined in this section during any period of the Commissioner's active candidacy for re-election to the Commission or other elected office. The term of "active candidacy" for purposes of this limitation shall run from the date the Commissioner becomes a "Candidate" as defined in RCW 42.17.005(7) and its implementing regulations until the results of the primary, general, or special election on which the Commissioner appears as a candidate on a ballot are certified pursuant to RCW 29A.60.190.

H. Quorum:

Three (3) Commissioners shall constitute a quorum for the convening of a meeting.

I. Cancellation of a Meeting:

The President may direct the cancellation of a regularly scheduled Commission meeting.

J. Administration of Meetings:

Meetings shall be conducted in accordance with these Rules.

K. Commissioner Remote Attendance:

From time to time, a Commissioner may not be able to attend a Board of Commissioners meeting in person. The Commission recognizes the benefits of fullest practicable attendance and participation by its members. Attendance from remote locations is intended to be an alternative and infrequently used method for participation by Commissioners. Attendance by remote communication may occur as follows:

1. Consistent with these rules, any Commissioner may attend a meeting via remote communication to the extent permitted by the Washington Open Public Meetings Act, RCW 42.30 as it now exists or as it may be amended in the future.

2. A Commissioner planning to attend via remote communication must provide notice to the Executive Director ~~and Commission Coordinator~~ at least 24 hours prior to the scheduled meeting. The notice must ~~advise of~~ indicate the Commissioner's intent to attend via remote communication and the reason(s) why the Commissioner cannot attend the meeting in person.

3. A Commissioner may not attend remotely unless satisfactory equipment is available at the physical location of the meeting. Satisfactory equipment means any telephone or other communications device equipped with a speaker junction capable of broadcasting the Commissioner's voice ~~attending~~ clearly and sufficiently enough to be heard by those in attendance at the ~~meeting, and~~ meeting and allowing a Commissioner attending remotely to hear discussion at the meeting.

4. During any meeting that a Commissioner is attending via remote communication, the Commission President or presiding officer shall state for the record that a particular Commissioner is attending via remote communication and the reasons for such attendance.

5. Commissioners attending via remote communication may participate and vote during the meeting as if they were physically present at the meeting.

6. Commissioners attending via remote communication shall comply with all rules and procedures as if they were physically present at the meeting.

7. In the case of executive sessions, the Commission may permit participation from remote location(s) only when the Commission is confident in the security of such remote communications.

L. Commissioner Absence and Excusal:

Each Commissioner is responsible for requesting to be excused from regular or special meetings of the Port Commission, ~~so as to~~ avoid causing an inadvertent vacancy in the office according to RCW 53.12.140. A Commissioner who is unable to attend a regular or special meeting will notify the Commission Coordinator no later than two (2) hours before the scheduled start of the meeting, if feasible to do so, to request excusal. The Commission Coordinator will inform the President (or other officer presiding over the meeting) of the Commissioner's excusal request prior to the meeting. The President (or presiding officer) shall note the Commissioner's request for excusal on the record for the minutes, and shall also state for that purpose whether the Commissioner's absence is or is not excused. Alternatively, during the ~~Introduction of Commissioners' initial~~ portion of any meeting, as noted in Article V below, the Commission may ~~take action~~ on the Commissioner's excusal request by motion as provided for in Article VI.

The Commission shall automatically excuse ~~the~~ absence of a Commissioner resulting from attendance to other Port business.

ARTICLE V Order of Business

A. The President of the Commission and the Executive Director determine the placement of items on the Agenda for the Commission. The Commission shall vote to add agenda items to the list for a future work session or regular meeting and allow for the President and Executive Director to schedule the item as appropriate.

B. Regular meetings will ordinarily follow the below prescribed format:

1. Call to Order
2. Pledge of Allegiance
3. Approval of Agenda
4. Special recognition (if needed)
5. Executive Director's Report
6. Litigation Report
(~~at second regular Monday meeting of every month only as needed~~)
7. Public comment
 - a. Commission statement on nature of public comment
 - b. General public comment period ~~for is the time for comments on any item on the agenda, or any other topic related to Port business~~ the member of the public wants to address.

8. Consent Calendar

- a. Approval of minutes
- b. Warrants and vouchers
 - i. Any warrant or voucher exceeding \$200,000 will be listed with the amount and the payee
- c. Other consent items, including, but not limited to: (1) items for which an Advisory was given at a preceding Commission meeting and for which there were no Commission concerns or requests for additional information; and (2) pro forma contract or lease updates.
- d. Should any Commissioner wish to move an item on the consent calendar to be an "Action" item, he or she can make a motion to do so during the "Approval of Agenda" portion of the meeting. If a majority of the Commission votes in favor, the item will be moved from the consent calendar.

9. Agenda action items

- a. Staff presentations, if needed
- b. Action by motion, vote, or resolution

10. Agenda action items – OTHER (matters brought for action without prior advisory)

- a. Staff presentation, if needed
- ~~b. Public comment~~
- c. Action by motion, vote or resolution

11. Agenda advisory items

- a. Staff presentations, if needed
- ~~b. Public comment (on all advisory items)~~
- c. Commission discussion

~~12. Continued public comment, if needed~~

13. Commissioner Reports

14. Other business (during this period, Commissioners may also raise and discuss new issue(s), ~~and~~ request to add such issue or issues to a future work session agenda or ~~to~~ send the issue or issues to the POCAC for review), and

15. Future meeting announcements

16. Adjourn.

C. The Commissioners may agree to change the order of business set forth above at any time.

D. All proceedings of the Commission will be by consensus, motion, or resolution recorded in minutes and books maintained for that purpose, which shall be publicly available.

E. If any vote is unanimous then it shall be so recorded. A record of the vote on any resolution or motion shall be made by a roll call vote of “yea” or “nay” in the minutes of the Commission. The proceedings of the Commission shall be ~~carried on~~conducted in such a manner and such dispatch as may be mutually agreeable to the Members of the Commission. Robert’s Rules of Order shall be applied for the governing of any proceeding, and thereupon no resolution shall be considered or other action taken, until the same has been duly moved, seconded and carried. All resolutions passed by the vote of the Commissioners present at any meeting shall be deemed to have been moved, seconded and passed in due form.

F. Any Commissioner, the Port Attorney or the Executive Director may make a point of order if necessary.

ARTICLE VI Guidelines for Public Comment at Meetings

~~A. General Procedures:~~ The following general procedures are applicable to ~~all types of public comment at Commission meetings.~~ ~~There is one portion of the regular Commission meeting agenda set aside for public comment. This is the opportunity for members of the public to comment on agenda items before the Commission or any other topic related to Port business, subject to the following procedures:~~

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~~B. The public comment period held at the beginning of the meeting will generally be limited to 30 minutes;~~

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~~C. Each commenter will be allowed three (3) minutes for individual comment; commenters may not yield some or all the allotted three (3) minutes resulting in a longer comment period for another commenter. If a commenter is interrupted during the allotted three (3) minutes, the commenter shall be allowed to continue speaking beyond the three (3) minute timer for a period equivalent to the interruption;~~

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~~D. If there are more than ten (10) commenters who wish to make public comments during the general public comment period, then the Commission reserves the right to defer additional general public comment to proceed with meeting business, and instead hold an additional general public comment period prior to the conclusion of the meeting;~~

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~~E. The subject of public comments not directed to a specific agenda item or items must be related to Port business, and;~~

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F. The President will enforce these requirements and shall be allowed to curtail any individual public comment that exceeds allotted time, is beyond the reasonable scope of Port business, is overly repetitive or lengthy, or includes disruptive behavior as defined in Section VI-D below.

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1. Procedures for Providing Public Comment at In-Person Meetings: The Port will provide a sign-in sheet for those who wish to provide general comment at regular in-person Commission meetings. The sign-in period for public comment will begin when the public meeting space opens and will close when the meeting is called to order. Commenters must provide their legal name on the sign-in sheet in order to be ~~called, and~~ called, and may not wear costume masks that obscure the entirety of their face to address the Commission. Commenters may wear face coverings as per public health requirements and/or recommendations. To comment virtually, commenters will be asked to raise their virtual hand to indicate they would like to comment. Commenters must provide their legal name.

2. Procedures for Providing Public Comment at Virtual Meetings: Those who wish to provide verbal public comment at a Virtual Meeting must sign up in advance with the Commission Coordinator by emailing CommissionCoordinator@portolympia.com or by submitting the form on the Port's website (www.portolympia.com) by 12:00 noon on the date of the meeting. The Commission President will call those who have signed up in advance by name to provide comment. After all who have signed up are called, the Commission President may accept further public comment.

3. Procedures for Providing Written Comment (In-Person and Virtual Meetings). Members of the public may also provide the Commission with written comment by sending the written comments via email to the Commission Coordinator or by using the form on the Port's website (www.portolympia.com) from the time and date the agenda is published to the public through 12:00 noon the day of the meeting. The Commission Coordinator will compile the public comments received by the above-referenced deadline and forward the compiled public comments to the Commission prior to the related meeting.

4. Use of Electronic Media During Public Comment: Commenters may use electronic media (such as presentations or video) to present information to the Commissioners during the public comment period at regular Commission meetings, subject to the following limitations:

a. Electronic media to be used during public comment must be related to Port business.

b. Commenters must abide by the three (3) minute time limit when using electronic ~~media, and~~ media and should select and edit presentations accordingly. Commenters may not yield some or ~~all of~~ all their allotted three (3) minutes ~~so as to result~~ resulting in a longer presentation time for another commenter.

c. ~~In order to~~To protect the integrity of Port information systems, electronic media or a link to internet-based information must be e-mailed to the Commission Coordinator at *CommissionCoordinator@portolympia.com* no later than noon on the day of the Commission meeting ~~where when~~ the electronic media is to be used. To be accepted for presentation, email submissions must include (i) the name of the individual who will be providing public comment; (ii) the author of the electronic media being submitted; and (iii) a brief description of the content of the electronic media.

d. Commenters may not use jump drives, external drives, or other direct connection to Port information systems to present electronic media to the Commission during public comment. Links to internet-based information must be accessible using the Port's web browser. The Port will not be responsible for resolving compatibility issues related to electronic media submitted for public comment.

e. The Commission Coordinator will review all timely submitted electronic media prior to the Commission meeting to determine that the content is functional and viewable. Prior to the meeting, the Commission Coordinator will provide the President with a report identifying the electronic media submittals received, if any. The report will include the commenter's name, the author of the electronic media, and the brief description of content provided with the submittal.

f. The President will enforce the above guidelines and shall be allowed to preclude commenters from using electronic media that fails to comply with submittal guidelines, guidelines for public comment, or otherwise contains information unrelated to Port business.

5. Limitations on Use of Public Comment for Campaigning or Advertising: No person may use public comment periods for the purpose of campaigning or promoting a campaign, whether for an election or ballot proposition. In addition, no person may use public comment periods for the purpose of commercial advertising. These limitations do not prevent or preclude any person addressing the Commission from expressing views or opinions over matters related to the Port's business or within the Commission's jurisdiction. In addition, these limitations do not prohibit individuals or organizations from promoting public events.

6. Comments to 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.

~~7. —~~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.

~~B. —~~Procedures for General Public Comment: ~~The Commission will allow general public comment on issues related to Port business at regular Commission meetings, subject to the following procedures:~~

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~~1. The general public comment period held at the beginning of the meeting will generally be limited to 30 minutes;~~

~~2. Each commenter will be allowed three (3) minutes for individual comment; and commenters may not yield some or all of the allotted three (3) minutes so as to result in a longer comment period for another commenter. If a commenter is interrupted during the allotted three (3) minutes, the commenter shall be allowed to continue speaking beyond the three (3) minute timer for a period equivalent to the interruption;~~

~~3. If there are more than ten (10) commenters who wish to make public comments during the general public comment period, then the Commission reserves the right to defer such additional general public comment to proceed with meeting business, and instead hold an additional general public comment period prior to the conclusion of the meeting;~~

~~4. The subject of public comments not directed to a specific agenda item or items must be related to Port business, and;~~

~~5. The President will enforce these requirements and shall be allowed to curtail any individual public comment that exceeds allotted time, is beyond the reasonable scope of Port business, is overly repetitive or lengthy, or includes disruptive behavior as defined in Section VI-D below.~~

~~C. Procedures for Public Comment on Advisory and Action Other Items: The Commission shall also provide separate public comment periods during the meeting for advisory and action OTHER items appearing on the meeting agenda. These comment periods shall be subject to the general procedures set forth above as well as the following:~~

~~1. Each commenter shall be allowed three (3) minutes for individual comments; and commenters may not yield some or all of the allotted three (3) minutes so as to result in a longer comment period for another commenter; and~~

~~2. The President shall be allowed to curtail any individual public comment that exceeds allotted time, is beyond the scope of the subject agenda item, is overly repetitive or lengthy, or includes disruptive behavior as defined in Section VI-D below.~~

D. Disruptive Behavior: Disruptive behavior includes, but is not limited to: speaking beyond the allocated time limit; preventing members of the public from hearing or viewing the discussion of the Commission, whether by standing or holding a banner or sign in a manner that obstructs view of or passage through the meeting room; speaking in a volume louder than low, conversational tone when not recognized by the President for public comment; and any threatening or harassing comments or behavior, whether directed at any or all Commissioners, Port of Olympia staff, or ~~other~~ members of the public.

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E. Curtailing Public Comment and Disruptive Behavior: The President has discretion to curtail public comment and Disruptive Behavior which violates these guidelines.

1. The President will first request that the individual follow these guidelines. If an individual fails to comply with the President's request, the President may deem the individual out of order and direct that the individual be removed from the Commission meeting. If the individual is engaging in Disruptive Behavior that is threatening or harassing, the President may direct the individual be removed from the Commission meeting regardless of whether the threatening or harassing behavior occurs during the public comment portion of the Commission meeting. If the individual presents a threat to those present at the meeting, the President may request assistance from law enforcement or security in removing the individual.

2. If an individual or group of individuals disrupts the orderly conduct of a meeting and the President cannot restore order, the Open Public Meetings Act (RCW 42.20.050) also allows the President to adjourn the meeting and reconvene it at another location selected by a majority of the Commission. In such a session, the Commission may only take final action on matters appearing on the agenda.

F. Security: In order to promote the safety and efficiency of Commission meetings, the President may request the presence of additional security for meetings expected to address sensitive and/or controversial subjects.

ARTICLE VII Motions

A. Except as otherwise required by these Rules, the Commission shall transact its business by motion, which may be made by any Commissioner in attendance.

B. Voting on all motions shall be either "yea," or "nay," or "abstain." Robert's Rules of Order shall be applied for the governing of any proceeding, and thereupon no motion shall be considered or other action taken, until the same has been duly moved, seconded and carried. All motions passed by the vote of the Commissioners present at any meeting shall be deemed to have been moved, seconded and passed in due form.

C. Concurrence of three (3) Commissioners shall be necessary and shall be sufficient for the passage or failure(?) of any motion.

D.C. Commissioners may ~~shall~~ vote by motion to direct the Executive Director's work.

E.D. Commissioners shall vote on all motions unless required to abstain due to an actual or apparent conflict of interest under RCW Chapter 42.52 and Port of Olympia Commission Resolution 2021-03, which sets ethical standards for Port Commissioners.

ARTICLE VIII Resolutions

A. All matters, which in the judgment of the Commission, are of a legislative character shall be embodied in the form of resolutions. Text of the proposed resolutions shall be provided prior to the public meeting as set forth in these Rules.

B. Voting on all resolutions shall be either “yea.” or “nay.” or “abstain.” Robert’s Rules of Order shall be applied for the governing of any proceeding, and thereupon no resolution shall be considered or other action taken, until the same has been duly moved, seconded and carried. All resolutions passed by the vote of the Commissioners present at any meeting shall be deemed to have been moved, seconded and passed in due form.

C. Resolutions shall be numbered consecutively by the year in which they are enacted and the original copy of each resolution shall be duly authenticated in open session by the signatures of the Commission President, Vice-President and Secretarys present, which shall serve to attest to a majority of the Commission members voting in favor of the Resolution. Adopted resolutions shall be filed, published on the Port’s website, and recorded in minutes and a book or books kept for such purposes, which shall be public records.

ARTICLE IX

Minutes

A. Port staff will prepare draft action minutes of each meeting and distribute them to Commissioners for their review as to accuracy of actions taken. The goal will be to provide concise and complete minutes for Commission review no later than thirty (30) days after the subject meeting. The Minutes must contain a record of motions, agenda and agenda changes, participants, and actions taken. The minutes may include a brief summary a summary of each topic’s staff presentation and discussion.

B. The Commission Coordinator will send the draft minutes to Commissioners as soon as possible following each meeting, and meeting and will include a date for Commissioners to return corrections. Commissioners will individually send any corrections back to the Commission Coordinator. If a substantive correction is offered to the draft minutes, the Commissioner offering the correction will include a reference to the place in the Commission video timeline from where the correction originates. The Commission Coordinator will prepare a final draft incorporating corrections. The Executive Director will complete a final review of the draft.

C. In most cases, minutes will be presented for approval at the next regular business meeting. Approval of the minutes will be in be included in the Consent Agenda.

D. Written public comments submitted directly to Commissioners or to the Commission Coordinator pursuant to Article VI.A.3 will not be appended to or included in the minutes. The minutes will reflect the names of commenters only.

E. When the Commission has approved the minutes of a meeting, the minutes as approved shall represent the final and considered determination of the Commission as to the motions and

actions set forth therein. Following their approval, minutes shall be signed by the Commission President and Secretary.

ARTICLE X

Publication of Meeting Materials

A. Agendas, reports, cover memos, and any supporting materials will ordinarily be posted on the Port's website no later than 3:00 p.m. two (2) business days before a meeting, which will be the preceding Thursday before a regular Monday business meeting or work session. Agendas and materials for special meetings of the Commission called pursuant to Art. IV(~~ED~~) of this Resolution will be posted no later than 3:00 pm two (2) -business days before a meeting as a rule; however, consistent with the Open Public Meetings Act, in no event will agendas for special meetings be posted later than 24 hours prior to the scheduled meeting.

Meeting materials posted on the Port's website may be modified at any time subsequent to posting and prior to the meeting based upon changes to the agenda or to reflect updates to posted materials.

It is the responsibility of Staff to prepare materials for presentations including PowerPoint slides, maps, or other materials for presentation to the Commission. Commissioners will not provide supplementary materials to be considered for inclusion in the meeting materials packet. ~~Exception~~The exception to this rule is when a Commissioner has information to share regarding a committee they serve on behalf of the Port. For that exception, the Commissioner must submit the proposed materials to the Commission Coordinator for inclusion by no later than 3:00 pm the preceding Thursday before a Monday meeting.

B. Members of the public may request to be included on a voluntary e-mail list for distribution of Commission agenda and meeting materials. The Port will e-mail the agenda and a link to the meeting materials to those on this voluntary e-mail list on the same day the materials are posted on the Port's website.

C. The Port will provide a hard copy of the agenda and/or meeting materials, if requested, by visiting the Port's administrative office during the Port's regular business office hours.

D. Meeting videos supplement efficient written meeting minutes documenting action taken by the Commission. Video recordings for regular Port meetings held on or after February 18, 2016, will be published and retained on the Port's website, to be readily and available for viewing. This is subject to system capacity and budget authorization by the Commission. Video recordings will be maintained and archived at the Washington State Archives pursuant to applicable state records retention schedules.

ARTICLE XI

Amendment of Rules

These Rules may be amended by Resolution.

ADOPTED by a majority of the members of the Port Commission of the Port of Olympia, a majority being present and voting on this Resolution at a regular Commission meeting on ~~February 10, 2025~~November 27, XXX, as attested to by the signatures below of the Commissioners this ~~10th~~27th ~~XXX~~ day of ~~February, 2025~~November 2023~~XXX~~.

PORT OF OLYMPIA COMMISSION

~~Amy Harding~~Jasmine Vasavada~~Bob Iyall~~, President

~~Joe Downing~~Jasmine VasavadaMaggie Sanders,
Vice President

~~Bob Iyall~~Sarah Tonge, Secretary

**PORT OF OLYMPIA COMMISSION
RESOLUTION 2025-03**

**A RESOLUTION OF THE PORT OF OLYMPIA COMMISSION
ADOPTING RULES GOVERNING THE TRANSACTION
OF PORT COMMISSION BUSINESS AND SUPERSEDING RESOLUTION 2023-08**

WHEREAS, the Port of Olympia Commission seeks to adopt rules governing the transaction of Port Commission business as required by RCW 53.12.245;

AND WHEREAS, this Resolution supersedes Port of Olympia Commission Resolution 2023-08;

NOW, THEREFORE, BE IT RESOLVED that the Port of Olympia Commission hereby adopts the Rules set forth below, which shall be effective upon adoption.

**ARTICLE I
Preamble**

These Rules will govern the transaction of business by the Port of Olympia Commission.

**ARTICLE II
Organization of the Commission**

- A. The Commission will annually elect a President, Vice-President, and Secretary.
- B. The Commission will elect officers at its first regular meeting at the beginning of each calendar year. The term will run for one (1) year beginning when elected and terminate at the election of a successor. Vacancies in an office may be filled at any regular or special meeting of the Commission.

**ARTICLE III
Duties of Officers**

- A. The President shall:

Preside at all meetings of the Commission and during executive sessions of the Commission in a manner consistent with these Rules; sign all resolutions, contracts, and other instruments on behalf of the Commission as authorized by the Commission; perform all such other duties as are incident to the office or are properly required by the Commission; meet with the Executive Director and other Commissioners to prepare and review agendas as specified in this Resolution; and, when needed, authorize the issuance of notices for regular and special meetings of the Commission as provided for in these Rules.

B. The Vice-President shall:

During the absence or disability of the President, exercise all the functions of the President; and have such powers and discharge such duties as may be assigned from time to time by the Commission.

C. The Secretary shall:

Ensure the recording of the minutes, motions and resolutions adopted by the Commission by Port of Olympia staff; and otherwise perform such further duties as are incident to the office and as are properly required by the Commission.

D. Temporary Absence:

Any Commissioner who shall be elected to act for an incumbent elected officer during the temporary absence or disability of such officer shall exercise all the functions of the incumbent officer, but only during the continuance of the absence or disability of such official.

ARTICLE IV Meetings

A. Meetings Schedule:

The Commission will adopt a calendar with its year-long schedule for its regular meetings at its first regular meeting of the calendar year, or the soonest meeting possible thereafter. The Commission will post its calendar to provide notice of all meetings on its website at <http://www.portolympia.com> in accordance with the Open Public Meetings Act (Ch. 42.30 RCW). The Commission schedule shall include a recess of approximately two-weeks the second half of the month in August and December. Accordingly, the Commission schedule should reflect one regular meeting in both August and December. The Commission's regular and special meetings shall be open and public except as otherwise provided by these Rules.

B. Regular Meetings:

The Port of Olympia Commission regular meetings are scheduled on the second and fourth Monday evenings of each month at 5:30 p.m. at the Port of Olympia, Percival Plaza, 626 Columbia Street NW, Suite 1-B, Olympia, Washington, unless specified otherwise. The Port will post the location of all regular meetings on its website at <http://www.portolympia.com> prior to each meeting date in compliance with the notice requirements of the Open Public Meeting Act. Regular meetings shall be open and public except as otherwise provided by these Rules.

C. Work Sessions:

The Port of Olympia Commission holds work sessions as needed. at the Port of Olympia, Percival Plaza, 626 Columbia Street NW, Suite 1-B, Olympia, Washington, unless specified otherwise. The Port notices work sessions as "special meetings" and will endeavor to post the

location of all work sessions on its website at <http://www.portolympia.com> at least 20 days prior to each work session date.

The purpose of work sessions is:

1. To provide an opportunity for the Commissioners to informally discuss Port issues and exchange ideas without the structure of a regular business meeting.
 - a. Consistent with this purpose, the Commissioners may propose topics for future work sessions during the “Other Business” agenda item at a regular business meeting. The Commission will indicate their agreement to include a topic by voting as provided for in Art. V (E) herein.
2. To provide an opportunity for staff to present topics for preliminary feedback that may be considered later at a regular or special business meeting.
3. To provide an opportunity for the Executive Director to update the Commission on business, operational, and strategic issues for informal discussion. The Executive Director will coordinate with Port staff and Commissioners to add agenda items to work sessions.

The President will identify opportunities for work sessions with input from Commissioners and the Executive Director. Although the Commission may legally take action at a work session consistent with the Open Public Meetings Act (Ch. 42.30 RCW), it will strive to limit action during work sessions to extraordinary, exigent, or emergency circumstances where action is necessary prior to the Commission’s next scheduled regular meeting. In the event action is taken during a work session, a period for public comment will be added to the agenda, after Commission discussion and prior to action being taken.

Meeting materials for work sessions will be provided and made available to the public consistent with these Rules.

D. Special Meetings:

Special meetings of the Commission may be called by the Commission President or a majority of the Commission, including if requested by staff with approval by the Commission President or majority of the Commission. For any special meeting called by a majority of the Commission all communications requesting such a meeting shall be completed through the Executive Director or her designee. If any Commissioner requests a special meeting, he or she will notify the Executive Director and Commission Coordinator of the proposed meeting date and business to be transacted at the special meeting. Notice of a requested special meeting under this provision must be provided sufficiently in advance of the requested special meeting date to allow the Port to provide the required twenty-four (24)-hour written notice of the meeting and to provide

adequate public notice of the meeting and agenda, as required under the Open Public Meetings Act.

Special meetings shall be open and public except as otherwise provided by these Rules. A special meeting is limited to matters identified in the notice. The Commission may hold an executive session during a special meeting with appropriate notice.

E. Executive Sessions:

An executive session is understood to mean the part of a regular or special meeting of a governing body that is closed to the public. The Commission may meet in an executive session, which shall be closed to the public, during a regular or special meeting for any of the purposes permitted by the Open Public Meetings Act (RCW 42.30) and other laws. Such purposes include, but are not limited to, the following:

1. The consideration of matters affecting national security (RCW 42.30.110(1)(a));
2. The selection of a site or the acquisition of real estate by lease or purchase, when public knowledge regarding such consideration would cause a likelihood of increased price (RCW 42.30.110(1)(b));
3. The sale or lease of real estate when public knowledge regarding such consideration would cause a likelihood of decreased price (RCW 42.30.110(1)(c));
4. Review of negotiations on the performance of publicly bid contracts when public knowledge would cause a likelihood of increased costs (RCW 42.30.110(1)(d));
5. The appointment, employment, or dismissal of a public officer or employee; provided that, final action setting that salary, discharging or disciplining an employee, or interviewing or appointing a candidate to elective office shall be at an open public meeting (RCW 42.30.110(1)(g) and (h));
6. The hearing of complaints or charges brought against such officer or employee unless such officer or employee requests a public hearing (RCW 42.30.110(1)(f));
7. That portion of a meeting during which the Commission is planning or adopting the strategy or position to be taken by the Commission during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in such negotiations or proceedings while in progress (RCW 42.30.140(4)(a)), and;
8. Communications with legal counsel respecting agency enforcement action, litigation or potential litigation to which the Port, the Commission, and/or a Commissioner or Port employee acting in an official capacity is, or is likely to become, a party when public knowledge regarding the discussion is likely to result in an adverse legal or financial

consequence to the Port (RCW 42.30.110(1)(i)). Port legal counsel is required to attend executive sessions called for this purpose.

The Commission may invite Port staff or others with some relationship to the matter being discussed, or who provide assistance to the Commission, to the executive session.

To avoid inconvenience to the public during regular meetings, the Commission will endeavor to hold executive sessions immediately prior to a regular meeting of the Commission and, if possible, at the same location or in close proximity to the location of the regular meeting. Notwithstanding this provision, the Commission may enter into executive session during any meeting for any purpose consistent with the Open Public Meetings Act.

The public meeting will be reconvened following an executive session. Items discussed in the executive session will be considered during the meeting, as appropriate and required by law.

Commissioners will not take notes during executive session using an electronic device such as, but not limited to, a computer, tablet, or cell phone. Commissioners may take handwritten notes during executive session; however, all handwritten notes will be provided to the Executive Director at the conclusion of the executive session for appropriate retention.

F. Adjournment or Continuation to a Special Meeting:

Adjournment or continuation to a special meeting, if necessary, shall be pursuant to notice as required by law.

G. Commissioner Town Hall Guidelines:

A Commissioner Town Hall is a forum convened by an individual Commissioner who desires to meet with members of the public for informal discussion of subjects related to Port business. Individual Commissioners may hold Commissioner Town Halls subject to compliance with the following guidelines:

1. Location and Staffing. A Commissioner Town Hall may be held in a Port facility or meeting room, or other public meeting place in Thurston County. Port staff will not be required to attend a Commissioner Town Hall. Facility costs for Commissioner Town Hall sessions not held at Port facilities shall not be reimbursable.

2. Minutes and Recording. The Port will not create or retain minutes or recordings of Commissioner Town Hall sessions.

3. Public Notice. The Port will publish the times and locations of scheduled Commissioner Town Halls on the Port's website, online calendar, and will be sent to the e-mail distribution list for distribution of Commission agenda and meeting materials. Times and locations for Commissioner Town Halls will also be included as part of Port meeting announcements made at the conclusion of regular Commission meetings.

4. Scheduling. Requests to schedule Commissioner Town Hall sessions must be submitted to the Commission Coordinator no later than seven (7) days prior to the Commissioner's desired meeting date. Scheduling is subject to the availability of Port facilities.

5. Attendance by Other Commissioners. Attendance of more than two (2) Commissioners at a scheduled individual Commissioner Town Hall creates a quorum of the Commission and requires compliance with the Open Public Meetings Act. To ensure the Port's compliance with the Open Public Meetings Act, Commissioners shall not attend Commissioner Town Hall sessions being held by other Commissioners without five (5) days' advance notice to the Commission Coordinator.

6. Limitations on Use. Commissioner Town Hall sessions may not be used for campaign purposes. Further, to ensure compliance with RCW 42.52.180 governing use of public resources for political campaigns, individual Commissioners may not hold Commissioner Town Hall sessions as defined in this section during any period of the Commissioner's active candidacy for re-election to the Commission or other elected office. The term of "active candidacy" for purposes of this limitation shall run from the date the Commissioner becomes a "Candidate" as defined in RCW 42.17.005(7) and its implementing regulations until the results of the primary, general, or special election on which the Commissioner appears as a candidate on a ballot are certified pursuant to RCW 29A.60.190.

H. Quorum:

Three (3) Commissioners shall constitute a quorum for the convening of a meeting.

I. Cancellation of a Meeting:

The President may direct the cancellation of a regularly scheduled Commission meeting.

J. Administration of Meetings:

Meetings shall be conducted in accordance with these Rules.

K. Commissioner Remote Attendance:

From time to time, a Commissioner may not be able to attend a Board of Commissioners meeting in person. The Commission recognizes the benefits of fullest practicable attendance and participation by its members. Attendance from remote locations is intended to be an alternative and infrequently used method for participation by Commissioners. Attendance by remote communication may occur as follows:

1. Consistent with these rules, any Commissioner may attend a meeting via remote communication to the extent permitted by the Washington Open Public Meetings Act, RCW 42.30 as it now exists or as it may be amended in the future.

2. A Commissioner planning to attend via remote communication must provide notice to the Executive Director and Commission Coordinator at least 24 hours prior to the scheduled meeting. The notice must indicate the Commissioner's intent to attend via remote communication and the reason(s) why the Commissioner cannot attend the meeting in person.

3. A Commissioner may not attend remotely unless satisfactory equipment is available at the physical location of the meeting. Satisfactory equipment means any telephone or other communications device equipped with a speaker junction capable of broadcasting the Commissioner's voice clearly and sufficiently enough to be heard by those in attendance at the meeting and allowing a Commissioner attending remotely to hear discussion at the meeting.

4. During any meeting that a Commissioner is attending via remote communication, the Commission President or presiding officer shall state for the record that a particular Commissioner is attending via remote communication and the reasons for such attendance.

5. Commissioners attending via remote communication may participate and vote during the meeting as if they were physically present at the meeting.

6. Commissioners attending via remote communication shall comply with all rules and procedures as if they were physically present at the meeting.

7. In the case of executive sessions, the Commission may permit participation from remote location(s) only when the Commission is confident in the security of such remote communications.

L. Commissioner Absence and Excusal:

Each Commissioner is responsible for requesting to be excused from regular or special meetings of the Port Commission to avoid causing an inadvertent vacancy in the office according to RCW 53.12.140. A Commissioner who is unable to attend a regular or special meeting will notify the Commission Coordinator no later than two (2) hours before the scheduled start of the meeting, if feasible to do so, to request excusal. The Commission Coordinator will inform the President (or other officer presiding over the meeting) of the Commissioner's excusal request prior to the meeting. The President (or presiding officer) shall note the Commissioner's request for excusal on the record for the minutes and shall also state for that purpose whether the Commissioner's absence is or is not excused. Alternatively, during the initial portion of any meeting, as noted in Article V below, the Commission may act on the Commissioner's excusal request by motion as provided for in Article VI.

The Commission shall automatically excuse the absence of a Commissioner resulting from attendance to other Port business.

ARTICLE V

Order of Business

A. The President of the Commission and the Executive Director determine the placement of items on the Agenda for the Commission. The Commission shall vote to add agenda items to the list for a future work session or regular meeting and allow for the President and Executive Director to schedule the item as appropriate.

B. Regular meetings will ordinarily follow the below prescribed format:

1. Call to Order
2. Pledge of Allegiance
3. Approval of Agenda
4. Special recognition (if needed)
5. Executive Director's Report
6. Litigation Report
(as needed)
7. Public comment
 - a. Commission statement on nature of public comment
 - b. The general public comment period is the time for public comments on any item on the agenda, or any other topic related to Port business.
8. Consent Calendar
 - a. Approval of minutes
 - b. Warrants and vouchers
 - i. Any warrant or voucher exceeding \$200,000 will be listed with the amount and the payee
 - c. Other consent items, including, but not limited to: (1) items for which an Advisory was given at a preceding Commission meeting and for which there were no Commission concerns or requests for additional information; and (2) pro forma contract or lease updates.
 - d. Should any Commissioner wish to move an item on the consent calendar to be an "Action" item, he or she can make a motion to do so during the "Approval of Agenda" portion of the meeting. If a majority of the Commission votes in favor, the item will be moved from the consent calendar.
9. Agenda action items
 - a. Staff presentations, if needed

b. Action by motion, vote, or resolution

10. Agenda action items – OTHER (matters brought for action without prior advisory)

a. Staff presentation, if needed

b. Action by motion, vote or resolution

Commented [AS1]: Public comment periods removed

11. Agenda advisory items

a. Staff presentations, if needed

b. Commission discussion

13. Commissioner Reports

14. Other business (during this period, Commissioners may also raise and discuss new issue(s), request to add such issue or issues to a future work session agenda or send the issue or issues to the POCAC for review), and

15. Future meeting announcements

16. Adjourn.

C. The Commissioners may agree to change the order of business set forth above at any time.

D. All proceedings of the Commission will be by consensus, motion, or resolution recorded in minutes and books maintained for that purpose, which shall be publicly available.

E. If any vote is unanimous then it shall be so recorded. A record of the vote on any resolution or motion shall be made by a roll call vote of “yea” or “nay” in the minutes of the Commission. The proceedings of the Commission shall be conducted in such a manner and such dispatch as may be mutually agreeable to the Members of the Commission. Robert’s Rules of Order shall be applied for the governing of any proceeding, and thereupon no resolution shall be considered or other action taken, until the same has been duly moved, seconded and carried. All resolutions passed by the vote of the Commissioners present at any meeting shall be deemed to have been moved, seconded and passed in due form.

F. Any Commissioner, the Port Attorney or the Executive Director may make a point of order if necessary.

ARTICLE VI

Guidelines for Public Comment at Meetings

A. General Procedures: The following general procedures are applicable to public comment at Commission meetings. There is one portion of the regular Commission meeting agenda set aside for public comment. This is the opportunity for members of the public to comment on

agenda items before the Commission or any other topic related to Port business, subject to the following procedures:

1. The public comment period held at the beginning of the meeting will generally be limited to 30 minutes;
2. Each commenter will be allowed three (3) minutes for individual comment; commenters may not yield some or all the allotted three (3) minutes resulting in a longer comment period for another commenter. If a commenter is interrupted during the allotted three (3) minutes, the commenter shall be allowed to continue speaking beyond the three (3) minute timer for a period equivalent to the interruption;
3. If there are more than ten (10) commenters who wish to make public comments during the general public comment period, then the Commission reserves the right to defer additional general public comment to proceed with meeting business, and instead hold an additional general public comment period prior to the conclusion of the meeting;
4. The subject of public comments not directed to a specific agenda item or items must be related to Port business, and;
5. The President will enforce these requirements and shall be allowed to curtail any individual public comment that exceeds allotted time, is beyond the reasonable scope of Port business, is overly repetitive or lengthy, or includes disruptive behavior as defined in Section VI-D below.

B. Procedures for Providing Public Comment at In-Person Meetings: The Port will provide a sign-in sheet for those who wish to provide general comment at regular in-person Commission meetings. The sign-in period for public comment will begin when the public meeting space opens and will close when the meeting is called to order. Commenters must provide their legal name on the sign-in sheet in order to be called, and may not wear costume masks that obscure the entirety of their face to address the Commission. Commenters may wear face coverings as per public health requirements and/or recommendations. To comment virtually, commenters will be asked to raise their virtual hand to indicate they would like to comment. Commenters must provide their legal name.

C. Procedures for Providing Public Comment at Virtual Meetings: Those who wish to provide verbal public comment at a Virtual Meeting must sign up in advance with the Commission Coordinator by emailing CommissionCoordinator@portolympia.com or by submitting the form on the Port's website (www.portolympia.com) by 12:00 noon on the date of the meeting. The Commission President will call those who have signed up in advance by name

to provide comment. After all who have signed up are called, the Commission President may accept further public comment.

D. Procedures for Providing Written Comment (In-Person and Virtual Meetings). Members of the public may also provide the Commission with written comment by sending the written comments via email to the Commission Coordinator or by using the form on the Port's website (www.portolympia.com) from the time and date the agenda is published to the public through 12:00 noon the day of the meeting. The Commission Coordinator will compile the public comments received by the above-referenced deadline and forward the compiled public comments to the Commission prior to the related meeting.

E. Use of Electronic Media During Public Comment: Commenters may use electronic media (such as presentations or video) to present information to the Commissioners during the public comment period at regular Commission meetings, subject to the following limitations:

1. Electronic media to be used during public comment must be related to Port business.
2. Commenters must abide by the three (3) minute time limit when using electronic media and should select and edit presentations accordingly. Commenters may not yield some or all their allotted three (3) minutes resulting in a longer presentation time for another commenter.
3. To protect the integrity of Port information systems, electronic media or a link to internet-based information must be e-mailed to the Commission Coordinator at *CommissionCoordinator@portolympia.com* no later than noon on the day of the Commission meeting when the electronic media is to be used. To be accepted for presentation, email submissions must include (i) the name of the individual who will be providing public comment; (ii) the author of the electronic media being submitted; and (iii) a brief description of the content of the electronic media.
4. Commenters may not use jump drives, external drives, or other direct connection to Port information systems to present electronic media to the Commission during public comment. Links to internet-based information must be accessible using the Port's web browser. The Port will not be responsible for resolving compatibility issues related to electronic media submitted for public comment.
5. The Commission Coordinator will review all timely submitted electronic media prior to the Commission meeting to determine that the content is functional and viewable. Prior to the meeting, the Commission Coordinator will provide the President with a report identifying the electronic media submittals received, if any. The report will include the commenter's name, the author of the electronic media, and the brief description of content provided with the submittal.

6. The President will enforce the above guidelines and shall be allowed to preclude commenters from using electronic media that fails to comply with submittal guidelines, guidelines for public comment, or otherwise contains information unrelated to Port business.

F. Limitations on Use of Public Comment for Campaigning or Advertising: No person may use public comment periods for the purpose of campaigning or promoting a campaign, whether for an election or ballot proposition. In addition, no person may use public comment periods for the purpose of commercial advertising. These limitations do not prevent or preclude any person addressing the Commission from expressing views or opinions over matters related to the Port's business or within the Commission's jurisdiction. In addition, these limitations do not prohibit individuals or organizations from promoting public events.

G. Comments to 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.

H. Disruptive Behavior: Disruptive behavior includes, but is not limited to: speaking beyond the allocated time limit; preventing members of the public from hearing or viewing the discussion of the Commission, whether by standing or holding a banner or sign in a manner that obstructs view of or passage through the meeting room; speaking in a volume louder than low, conversational tone when not recognized by the President for public comment; and any threatening or harassing comments or behavior, whether directed at any or all Commissioners, Port of Olympia staff, or members of the public.

I. Curtailing Public Comment and Disruptive Behavior: The President has discretion to curtail public comment and Disruptive Behavior which violates these guidelines.

1. The President will first request that the individual follow these guidelines. If an individual fails to comply with the President's request, the President may deem the individual out of order and direct that the individual be removed from the Commission meeting. If the individual is engaging in Disruptive Behavior that is threatening or harassing, the President may direct the individual be removed from the Commission meeting regardless of whether the threatening or harassing behavior occurs during the public comment portion of the Commission meeting. If the individual presents a threat to those present at the meeting, the President may request assistance from law enforcement or security in removing the individual.

2. If an individual or group of individuals disrupts the orderly conduct of a meeting and the President cannot restore order, the Open Public Meetings Act (RCW 42.20.050) also allows the President to adjourn the meeting and reconvene it at another location selected by a

majority of the Commission. In such a session, the Commission may only take final action on matters appearing on the agenda.

J. Security: In order to promote the safety and efficiency of Commission meetings, the President may request the presence of additional security for meetings expected to address sensitive and/or controversial subjects.

ARTICLE VII

Motions

A. Except as otherwise required by these Rules, the Commission shall transact its business by motion, which may be made by any Commissioner in attendance.

B. Voting on all motions shall be either “yea,” “nay,” or “abstain.” Robert’s Rules of Order shall be applied for the governing of any proceeding, and thereupon no motion shall be considered or other action taken, until the same has been duly moved, seconded and carried. All motions passed by the vote of the Commissioners present at any meeting shall be deemed to have been moved, seconded and passed in due form.

Concurrence of three (3) Commissioners shall be necessary and shall be sufficient for the passage or failure(?) of any motion.

C. Commissioners may vote by motion to direct the Executive Director’s work.

D. Commissioners shall vote on all motions unless required to abstain due to an actual or apparent conflict of interest under RCW Chapter 42.52 and Port of Olympia Commission Resolution 2021-03, which sets ethical standards for Port Commissioners.

ARTICLE VIII

Resolutions

A. All matters, which in the judgment of the Commission, are of a legislative character shall be embodied in the form of resolutions. Text of the proposed resolutions shall be provided prior to the public meeting as set forth in these Rules.

B. Voting on all resolutions shall be either “yea,” “nay,” or “abstain.” Robert’s Rules of Order shall be applied for the governing of any proceeding, and thereupon no resolution shall be considered or other action taken, until the same has been duly moved, seconded and carried. All resolutions passed by the vote of the Commissioners present at any meeting shall be deemed to have been moved, seconded and passed in due form.

C. Resolutions shall be numbered consecutively by the year in which they are enacted and the original copy of each resolution shall be duly authenticated in open session by the signatures of the Commission President, Vice-President and Secretary, which shall serve to attest to a majority of the Commission members voting in favor of the Resolution. Adopted resolutions

shall be filed, published on the Port's website, and recorded in minutes and a book or books kept for such purposes, which shall be public records.

ARTICLE IX

Minutes

- A. Port staff will prepare draft action minutes of each meeting and distribute them to Commissioners for their review as to accuracy of actions taken. The goal will be to provide concise and complete minutes for Commission review no later than thirty (30) days after the subject meeting. The Minutes must contain a record of motions, agenda and agenda changes, participants, and actions taken. The minutes may include a summary of each topic's staff presentation and discussion.
- B. The Commission Coordinator will send the draft minutes to Commissioners as soon as possible following each meeting and will include a date for Commissioners to return corrections. Commissioners will individually send any corrections back to the Commission Coordinator. If a substantive correction is offered to the draft minutes, the Commissioner offering the correction will include a reference to the place in the Commission video timeline from where the correction originates. The Commission Coordinator will prepare a final draft incorporating corrections. The Executive Director will complete a final review of the draft.
- C. In most cases, minutes will be presented for approval at the next regular business meeting. Approval of the minutes will be included in the Consent Agenda.
- D. Written public comments submitted directly to Commissioners or to the Commission Coordinator pursuant to Article VI.A.3 will not be appended to or included in the minutes. The minutes will reflect the names of commenters only.
- E. When the Commission has approved the minutes of a meeting, the minutes as approved shall represent the final and considered determination of the Commission as to the motions and actions set forth therein. **Following their approval, minutes shall be signed by the Commission President and Secretary.**

Commented [AS2]: Change from full Commission signing to just the Commission President and Secretary

ARTICLE X

Publication of Meeting Materials

- A. Agendas, reports, cover memos, and any supporting materials will ordinarily be posted on the Port's website no later than 3:00 p.m. two (2) business days before a meeting, which will be the preceding Thursday before a regular Monday business meeting or work session. Agendas and materials for special meetings of the Commission called pursuant to Art. IV(D) of this Resolution will be posted no later than 3:00 pm two (2) business days before a meeting as a rule; however, consistent with the Open Public Meetings Act, in no event will agendas for special meetings be posted later than 24 hours prior to the scheduled meeting.

Meeting materials posted on the Port’s website may be modified at any time subsequent to posting and prior to the meeting based upon changes to the agenda or to reflect updates to posted materials.

It is the responsibility of Staff to prepare materials for presentations including PowerPoint slides, maps, or other materials for presentation to the Commission. Commissioners will not provide supplementary materials to be considered for inclusion in the meeting materials packet. The exception to this rule is when a Commissioner has information to share regarding a committee they serve on behalf of the Port. For that exception, the Commissioner must submit the proposed materials to the Commission Coordinator for inclusion by no later than 3:00 pm the preceding Thursday before a Monday meeting.

B. Members of the public may request to be included on a voluntary e-mail list for distribution of Commission agenda and meeting materials. The Port will e-mail the agenda and a link to the meeting materials to those on this voluntary e-mail list on the same day the materials are posted on the Port’s website.

C. The Port will provide a hard copy of the agenda and/or meeting materials, if requested, by visiting the Port’s administrative office during the Port’s regular business office hours.

D. Meeting videos supplement efficient written meeting minutes documenting action taken by the Commission. Video recordings for regular Port meetings held on or after February 18, 2016, will be published and retained on the Port’s website, to be readily and available for viewing. This is subject to system capacity and budget authorization by the Commission. Video recordings will be maintained and archived at the Washington State Archives pursuant to applicable state records retention schedules.

ARTICLE XI

Amendment of Rules

These Rules may be amended by Resolution.


ADOPTED by a majority of the members of the Port Commission of the Port of Olympia, a majority being present and voting on this Resolution at a regular Commission meeting on February 10, 2025XXX, as attested to by the signatures below of the Commissioners this 10th XXX day of February, 2025XXX.

PORT OF OLYMPIA COMMISSION

Jasmine Vasavada, President

Maggie Sanders, Vice President

Sarah Tonge, Secretary

 PORT of OLYMPIA POLICIES & PROCEDURES MANUAL		Page:	1 of 3
Section:	100 EXECUTIVE POLICY & PROCEDURE	Revision Date:	1/20250/2 019
Policy:	PUBLIC PARTICIPATION	Policy No.	127
Approver:	COMMISSION	Resolution	Yes

POLICY: The Public Participation Policy of the Port of Olympia is to *meet* or *exceed*, where practical and applicable, all state laws for public participation that apply to public ports. This includes but is not limited to public participation related to development opportunities, budget adoption, real estate purchase and disposition of surplus real estate.

The Port will *exceed*, where practical and applicable, the state laws that apply to public ports for public participation as they relate to development opportunities, budget adoption, real estate purchase and disposition of surplus real estate, when the matter at hand is of special historical or cultural significance to the Thurston County community, and/or is of general special interest to a broad range of citizens in Thurston County.

The Port will meet the International Association for Public Participation (IAP2) core values for the practice of public participation, as follows:

1. Public participation is based on the understanding that those who are affected by a decision have a right to be involved in the decision-making process.
2. Public participation includes the promise that the public's contribution will influence the decision.
3. Public participation promotes sustainable decisions by recognizing and communicating the needs of all participants, including decision makers.
4. Public participation seeks out and facilitates the involvement of those potentially affected by or interested in a decision.
5. Public participation seeks input from participants in designing how they participate.
6. Public participation provides participants with the information they need to participate in a meaningful way.
7. Public participation communicates to participants how their input affected the decision.


Staff and Commissioners will have access to annual training in effective public participation methods and practices, as necessary. The Port may choose to use a third-party public participation facilitator as its sole discretion.

No aspect of the Port's public participation policy shall be interpreted to divest the Port staff or the Port Commission of the ability to make decisions that fall within the limits of applicable statutory and/or delegated authority.

PROCEDURE:

1. The Port will meet or exceed, where practical and applicable, all state laws on public participation as described in the policy.
 - a. The Port Commission holds twice monthly regular business open meetings in the Port Office Olympics Room (626 Columbia St. NW) in downtown Olympia, at 5:30 PM to facilitate attendance by community members. The Commission may hold additional meetings at other dates and times, and

occasionally holds its regular ~~twice~~-monthly meetings in other locations around the County for the convenience of citizens.


 PORT of OLYMPIA POLICIES & PROCEDURES MANUAL		Page:	2 of 3
Section:	100 EXECUTIVE POLICY & PROCEDURE	Revision Date:	1/ 2025 /2019
Policy:	PUBLIC PARTICIPATION	Policy No.	127
Approver:	COMMISSION	Resolution	Yes

- b. Commission meetings are held at locations that meet American Disability Act requirements.
- c. Notices of all Port Commission meetings are published in compliance with the Open Public Meetings Act (Chapter 42.30 RCW). The meetings, agendas and attachments are also published on the Port's website, approximately one week prior to the meeting. The Port emails agendas to those who request them. On the website under the agenda is a place where people can submit comments on agenda topics.
- d. The Port has its twice monthly regular Commission meetings taped and broadcast on ~~TCTV~~Facebook Live. Thurston County citizens can view the Commission meetings via the Ports website.
- e. Before a matter becomes an "Action" item for Commission vote at a regular meeting, it is first presented to the Commission as an "Advisory" from staff at a regular meeting. Note, rare exceptions to this may occur. Each Commission meeting has at ~~least two~~one opportunity~~ies~~ for public comment, so there typically are ~~two~~ four opportunities for the public to comment on an item prior to the Commission vote.
- f. Where practical and applicable, the Commission schedules a public hearing, usually in conjunction with a regular Commission meeting, to receive comments from the Thurston County community about a specific matter.
- ~~f.g. When possible, the Port holds Town Hall meetings throughout the calendar year, either to discuss specific topics, or to simply hear from members of the public.~~
- ~~g.h.~~ Port Commissioners and Port staff accept and respond to comments and questions from citizens by telephone, email and letter, and are available to meet with citizens.
- ~~h.i.~~ The Port website has an Inquiries section where citizens can make comments and ask questions which are responded to by appropriate staff.

2. When the Port Commission, where practical and applicable, determines to exceed its typical public participation procedures defined in #1 above, the Commission will select the public participation procedures most appropriate for the matter at hand, pursuant to public participation best practices. The public participation techniques which the Commission will consider may include but are not limited to:
 - a. Facilitated public meetings using an experienced facilitator to maximize participant interaction and recorded to preserve public comments.
 - b. Public hearings featuring invited speakers to represent the different points of view, and recorded to preserve testimony.
 - c. County-wide statistically valid telephone survey.

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- d. Facilitated workshops or focus groups that include Thurston County citizens with different points of view on the topic.
- e. Outreach to inform citizens such as presentations to organized groups, news releases/media briefings, advertising, emails to Port email list and organized groups, and Port website postings.

 PORT of OLYMPIA POLICIES & PROCEDURES MANUAL		Page:	3 of 3
Section:	100 EXECUTIVE POLICY & PROCEDURE	Revision Date:	1/20250/2019
Policy:	PUBLIC PARTICIPATION	Policy No.	127
Approver:	COMMISSION	Resolution	Yes

- f. Where practical and applicable—such as in the case of a public meeting, workshop, focus group or presentation—the Port will ask for the public's comments on their experience with the public participation technique, for example, by providing comment cards to the public in attendance
 - g. Other participation methods offered to the Commission by the public as appropriate on a case by case basis upon Commission invitation or request.
3. The Port will post the Resolution on the Port's public website to encourage public involvement.

Spectrum of Strategies and Promises

- 1. This policy includes the IAP2 spectrum as a guide for staff in determining which level of public participation should be used in an engagement process.
 - a. The Port of Olympia promises to provide context and information on all projects to assist citizens and stakeholders in understanding issues, problems, alternatives, and/or solutions, and services we provide.

	Inform	Consult	Involve	Collaborate	Empower
Public Participation Goal	The Port will provide timely, accurate, balanced, objective and easily understood information.	The Port will obtain feedback on analysis, alternatives and/or decisions.	The Port will work directly with the public throughout that process to ensure that public concerns and ideas are understood and considered.	The Port will partner with the public in each aspect of the decision making process, including collaboration on analyzing issues, building alternatives and making recommendations.	The Port will delegate aspects of the decision making to stakeholders.
Promise to the Public	We will keep the public informed.	We will keep you informed, listen to public concerns, and provide feedback on how	We will work with the public to ensure that public concerns are directly reflected	We will partner with the public in a process that results in joint recommendations.	Although Commission is the final decision maker, we will

		public input influenced the decision.	in the alternatives developed and provide feedback on how public input influenced the decision.	We will inform the public how collaboration impacted the decision making.	empower the public on certain aspects of the decision making process.
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COVER MEMO

Briefing Date/Time: February 10, 2025

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

Subject: Information Technology Services Contract Award

Purpose: ☒ Information Only ☐ Decision Needed

Overview:

- This presentation is an Advisory item and no action is requested.
- Action will be requested at a future commission meeting.

Background:

The Port utilizes a third party for Information Technology Services including hardware and software support. The Port has contracted with Firefly Technologies since March of 2022 for these services. The current contract is set to expire on February 28, 2025.

Staff began the RFQ/RFP process in October 2024. The Port requested qualifications from vendors interested in contracting with the Port for managed services relating to our Information Technology needs. 12 firms submitted qualifications and after review, 6 vendors were invited to a mandatory site visit to review the Port systems. The interested vendors were then asked to submit a proposal on their approach to providing services to the Port. The proposals are due February 10, 2025. The next step in the process will be reviewing proposals and scheduling interviews, if required, to determine who is best suited to contract with the Port.

The initial term for the Information Technology Services contract will begin March 1, 2025, and conclude February 28, 2028. The contract will have two (2) options to extend the contract for one-year periods.

Documents Attached:

PowerPoint

Summary & Financial Impact:

The previous Information Technology Services contract had a total not to exceed amount of \$750,000 over the three-year contract. The total not to exceed for this contract has not yet been negotiated.

Next Steps/Timeframe:

This contract will come back to the commission on February 24, 2025, meeting as an Action agenda item.



PORT of OLYMPIA
Serving All of Thurston County

Information Technology Services Contract Award

James Sommer
Capital Assets Program Manager
February 10, 2025



1



Today's Presentation

Advisory Only – No Action Required

- Scope of IT Services contract
- Contract background
- Solicitation process
- Next steps



2

Information Technology Services

Services Provided

- IT provides essential support to the Commission, Staff and Port operations.
- Infrastructure design and management, network design and implementation, and software support.
- Technical management to include network security, data back-up and network communication.

3



3

Information Technology Services

Contract Background

- The Port utilizes a third party for Information Technology Services including hardware and software support.
- The Port contracted with Firefly Technologies in March of 2022.
- The current contract with Firefly expires on March 31, 2025.

4



4

Information Technology Services

Contract Solicitation

Date	Action
10/10/2024	Request for Qualifications solicitation is released
12/06/2024	Statement of Qualifications due from vendors
12/20/2024	Scoring deadline for Statements of Qualifications
1/14/2025	Required site visit from pre-qualified vendors
1/30/2025	Request for proposals from pre-qualified vendors
2/10/2025	Proposals due from vendors
2/17/2025	Interviews with vendor(s) if required
2/24/2025	Contract approval

5



5

Next Steps

Future Commission Action

- February 24, 2025
 - Contract approval as an Action item

6



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Questions and Comments

7

