



**Commission Meeting
Monday, December 8, 2025
5:30 PM**

Percival Plaza – Olympics Room
626 Columbia Street NW, Suite 1-B
Olympia, WA 98501

The meeting agenda is available on the Port's website as of December 4, 2025.
<https://www.portolympia.com/commission>

AGENDA

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

*See bottom of agenda for instructions on how to provide public comment.

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

- *Comments should be directed to Commission:* Comments should be directed to the Commission as a whole and should not include comments about individual Port staff or members of the public.
- *Courtesy:* All speakers (members of the public, Port staff, and Commissioners) shall be courteous in language and demeanor and shall confine remarks to those facts that are germane and relevant to the question or issue under discussion.

- F. Consent Calendar
 - 1. Appointment of Port Auditor
 - 2. Port of Olympia Citizens Advisory Committee (POCAC) Member Term Extensions
 - 3. Scribbles & Giggles Lease Amendment #5
- G. Pending Issues or Business
 - 1. Budd Inlet Cleanup
 - 2. Marine Terminal Warehouse
 - 3. Dancing Goats Building Renovations
 - 4. Airport Master Plan Update

Port of Olympia Mission

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

- 5. Peninsula Master Plan
- 6. Foreign-Trade Zone
- H. Action Calendar
 - 1. Harbor Patrol Organizational Transition: Damien Egan, Harbor Senior Manager
- I. Action/Other Calendar
 - 1. Security Guard Services Contract Award: Damien Egan, Harbor Senior Manager
 - 2. Small City Economic Development Program: Mike Reid, Director of Community and Economic Development
- J. Advisory Calendar
 - 1. None
- K. Commissioner Reports/Discussion
- L. Other Business
- M. Meeting Announcements
- N. Adjourn

*Attendance and Public Comment Hybrid Meeting Information

Attend Remote or In-Person

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

- In-Person: 626 Columbia Street NW, Olympia
Olympics Room, Suite 1-B
- Zoom: Go to <http://www.zoom.us/join> and enter the Webinar ID 812 4081 3467 and Passcode 571834.
Instructions and access details (a link to the meeting) will be emailed to you once a short registration form is complete. (Check Spam or Junk folder and move Zoom link email to your Inbox to view/access link.)
- YouTube: www.youtube.com/@portofolympia1922
- Phone: Call (253) 215-8782, listen for the prompts and enter the Webinar ID 812 4081 3467 and Passcode 571834.

Verbal Public Comment

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

- In-Person: Use the sign-up sheet located at the meeting location.
- Virtual / via Zoom: **Must pre-register** using the following Zoom link no later than 90 minutes prior to the meeting:
https://us06web.zoom.us/webinar/register/WN_yzFqoOaATW6o3lqXiYv7Zg
Instructions and access details (a link to the meeting) will be emailed to you once registration is complete. (Check Spam or Junk folder and move Zoom link email to your Inbox to view/access link.) Registration for remote/virtual verbal public comment closes at 4:00 p.m. on the day of the meeting.

Written Public Comment

Written public comment may be submitted to commissioncoordinator@portofolympia.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.

Port of Olympia Mission

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

COVER MEMO

Briefing Date/Time: December 8, 2025

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

Subject: Appointment of Port Auditor

Purpose: ☐ Information Only ☒ Decision Needed

Overview:

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

Background:

Pursuant to RCW 42.24.080, the Port is required to appoint an internal auditor to certify that invoices for materials, services and goods are justified and correct before payment is made.

Trisha Miller, the Port's Controller, performs this function for the Port of Olympia. We are seeking the Commission's official appointment of Trish as the Port Auditor through the attached Resolution 2025-11.

Summary and Financial Impact:

There is no financial impact from this action.

Attached Documents:

- Resolution 2025-11

**PORT OF OLYMPIA
Resolution 2025-11**

A Resolution of the Port of Olympia Commission Appointing the Port Auditor.

WHEREAS, RCW 42.24.080 requires that the Port appoint an internal auditing officer to ensure that before the Port pays invoices for materials, services and goods, that the amounts invoiced are justified and correct.

NOW, THEREFORE, IT IS RESOLVED by the Port of Olympia Commission as follows:

Trisha Miller, the Port of Olympia Controller, is hereby appointed as Auditor for the Port of Olympia. Such appointment shall be effective as of December 8, 2025.

APPROVED by a majority of the members of the Commission of the Port of Olympia, present and voting on this Resolution at a regular Commission meeting on December 8, 2025, as attested to by the signatures below of the Commissioners physically present this 8th day of December, 2025.

PORT OF OLYMPIA COMMISSION

Jasmine Vasavada, President

Maggie Sanders, Vice President

Sarah Montano, Secretary

Bob Iyall, Commissioner

Amy Harding, Commissioner

COVER MEMO

Briefing Date/Time: December 8, 2025

Staff Contact/Title: Warren Hendrickson, Director of Operations
360.528.8050, warrenh@portolympia.com

Subject: POCAC Member Term Extensions

Purpose: ☐ Information Only ☒ Decision Needed

Overview:

- Consent Calendar agenda item. Approval requested.

Background:

Commission Resolution 2025-02, adopted on January 13, 2025, is the current governing document for the Port of Olympia Citizens Advisory Committee (POCAC). This resolution establishes three-year terms for POCAC members, with a maximum of four consecutive three-year terms (12 years maximum consecutive service).

Two POCAC members – Debby Pattin and Darlene Kemery – reach the end of their current term of service on December 31, 2025. Both are eligible for an additional three-year term and both wish to be reappointed.

Per Resolution 2025-02, the POCAC shall consist of up to 17 members, with no less than nine members serving. Through December 2025, the POCAC has 11 current members. As of December 31, 2025, two POCAC members – Don Krug and Anthony Hemstad – will complete their term of service and do not wish to be reappointed. One additional POCAC member – Joel Hansen – has resigned to assume a new role as Port Commissioner. The Port thanks each of them for their significant service.

Upon reappointment of Debby Pattin and Darlene Kemery, the POCAC will have eight current members effective January 1, 2026.

Documents Attached:

- List of current POCAC members and their terms, as of January 1, 2026.

Affected Parties:

- Port Commission and Staff
- POCAC

Commission Action:

Commission approval of this Consent Calendar agenda item reappoints current POCAC members Debby Pattin and Darlene Kemery each to an additional three-year term ending December 31, 2028.

Staff Recommendation:

Port staff recommends approval.

2025-2026 Port of Olympia Citizens Advisory Committee Members and Terms

POCAC Position Number/Member		Commission District	Current Term as of 12/31/2025	Future Term as of 01/01/2026
1	Joel Hansen *	4	1/2020 – 12/2027	Resigned
2	Debby Pattin *	3	1/2018 – 12/2025	1/2018 – 12/2028
3	Vacant			
4	Sheila Wilson	3	1/2024 – 12/2026	1/2024 – 12/2026
5	Vacant			
6	Don Krug	1	1/2023 – 12/2025	Vacant
7	Anthony Hemstad	3	1/2023 – 12/2025	Vacant
8	Darlene Kemery	3	1/2023 – 12/2025	1/2023 – 12/2028
9	James Thornton *	2	1/2023 – 12/2027	1/2023 – 12/2027
10	Vacant			
11	Bob Wubben * *	1	1/2023 – 12/2027	1/2023 – 12/2027
12	Quentin Phillips *	3	1/2023 – 12/2027	1/2023 – 12/2027
13	Vacant			
14	Sue Patnude *	3	1/2023 – 12/2027	1/2023 – 12/2027
15	Vacant			
16	Vacant			
17	Jack Havens	3	1/2024 – 12/2026	1/2024 – 12/2026

Yellow highlighting indicates POCAC members whose current terms end December 31, 2025.

* Term extended as shown by Commission action January 13, 2025.

COVER MEMO

Briefing Date/Time: December 8, 2025

Staff Contact/Title: Chris Paolini, Airport Senior Manager
(360) 528-8074, chrisp@portolympia.com

Subject: Scribbles & Giggles Lease Amendment #5
(Cleanwater Centre / 214 Tumwater Blvd SW)

Purpose: ☐ Information Only ☒ Decision Needed

Overview:

Action Item – Approval requested via the Consent Agenda.

This action is required as an administrative requirement per Port policy 1101. This lease amendment #5 is for an existing tenant, Scribbles and Giggles Learning Center, who wishes to exercise their first option by extending their term, adjusting monthly rent, Common Area Maintenance (CAM) and the surety requirement.

Background:

Scribbles and Giggles Learning Center has been a Port tenant providing childcare at Cleanwater Centre since January of 2016. The initial term was for Ten (10) years, January 1, 2016 – December 31, 2025 with two (2) five (5) year options each. The tenant now desires to exercise their first option extending the lease term to December 31, 2030. The rent rate, CAM and Surety requirements being adjusted are reflected on page 2 of the amendment.

Scribbles and Giggles has been and remains in good standing throughout the term of their existing lease. The rest and remainder of the original lease shall remain in full force and effect.

Owner/Director, Carrie A. Beirman of Scribbles and Giggles, chose childcare at the age of 16, and after having her own baby, she understood the importance of feeling comfortable leaving your child in someone else's care. She opened a licensed family home childcare for seven years and saw the need in Tumwater for quality care. Every child she has cared for over the past 30 years has a unique story and a cherished memory, and some now are teachers at the centers.

She is proud of the expansion to Scribbles and Giggles Too, celebrating its 10th anniversary in January 2026. Both centers had waiting lists until 2020 when the COVID-19 pandemic hit. Despite the challenges of the past five years, they have persevered and continued providing care for families, even though it hasn't been easy.

Future challenges are influenced by the state and DCYF, which aim for all childcare to be state operated. They are committed to ensuring that all families have the right to affordable, high-quality early learning centers they can trust and afford.

Scribbles and Giggles is a family-owned business, driven by their passion and love for children. They hope to continue this for decades. The Port of Olympia has been incredibly accommodating and supportive of their vision and they hope to continue this legacy for years to come.

Current:

The lease premises is located at Cleanwater Centre, 214 Tumwater Blvd SW, Tumwater WA 98501.



Documents Attached:

1. Lease Amendment #5

Summary & Financial Impact:

- This lease term extension is anticipated to commence on January 1, 2026 through December 31, 2030.
- Total 5-year airport revenue generated from this lease option: \$474,650.40

Environmental Considerations:

The premises for this lease area is located on a portion of an existing paved building site located at Cleanwater Centre. This area is used to provide childcare services. There will be no impact on permeable surfaces or adjacent habitats because of this lease.

Options with Pros and Cons:

1. Approve Scribbles and Giggles Lease Amendment #5.

Result: The Port retains an existing childcare service provider while generating revenue for the Port's Cleanwater Centre property which is part of the Airport budget.

2. Do not approve Scribbles and Giggles Lease Amendment #5

Result: The Port rejects the desire of the tenant to exercise their option. The lease ends on December 31, 2025. This will result in a lost revenue to the Port, the tenant would need to explore other options to meet their needs and childcare services may be impacted negatively for many families in our local community.

Staff Recommendation:

Approve Scribbles and Giggles Lease Amendment #5 as presented.

LEASE AMENDMENT NO. 5

PORT OF OLYMPIA SPACE LEASE CLEANWATER CENTRE

THIS LEASE AMENDMENT NO. 5 (this "Amendment") is made this ____ day of _____, 2025, by and between the **PORT OF OLYMPIA**, a Washington municipal corporation (hereinafter referred to as the "Port"), as Lessor and **JACOB P. BEIRMAN and CARRIE A. BEIRMAN**, a married couple dba **SCRIBBLES & GIGGLES LEARNING CENTER** (hereinafter referred to as "Tenant"), as Lessee.

WITNESSETH:

WHEREAS, the Port and Tenant entered into a Lease Agreement dated January 5, 2016, with respect to premises owned by the Port and leased to Tenant for the purpose of operating a daycare; and

WHEREAS, the Port and Tenant amended the Lease by Lease Amendment No. 1 dated February 1, 2017, for the purpose of memorializing the rent commencement date; and

WHEREAS, the Port and Tenant amended the Lease by Lease Amendment No. 2 dated June 5, 2018, for the purpose of revising the monthly operating cost and adjusting the surety requirement; and

WHEREAS, the Port and Tenant amended the Lease by Lease Amendment No. 3 dated January 25, 2019, for the purpose of memorializing adjustments to the monthly rent, the monthly operating costs and the surety requirement; and

WHEREAS, the Port and Tenant amended the Lease by Lease Amendment No. 4 dated January 13, 2025, for the purpose of memorializing adjustments to the monthly rent and surety requirement; and

WHEREAS, the Port and Tenant desire to amend the lease to memorialize the Tenant's exercise of the first option to renew as well as adjustments to the monthly rent, the Common Area Maintenance Charges ("CAM") and the surety requirement.

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

1. Paragraph 1, **LEASE SUMMARY, OPTION TO EXTEND TERM**
The term of the Lease shall be extended for one (1) additional five (5) year period commencing on January 1, 2026 and ending on December 31, 2030.

2. Paragraph 1, **LEASE SUMMARY, RENT** and **LEASE SECURITY** shall be amended as follows:

Rent shall be increased by two percent (2%) beginning on the 1st of January of each Lease Year as set forth in the table below. Furthermore, the surety requirement for each Lease Year shall be adjusted as set forth in the table below.

Term Period	Monthly Rent	Additional Space	CAM per Month	Total Rent + CAM	LET currently 12.84%	Annual Security (1 Year Rent + CAM)
1/1/26 - 12/31/26	\$6,871.79	\$164.32	*\$587.60	\$7,623.71	\$978.88	\$103,231.20
1/1/27 - 12/31/27	\$7,009.23	\$167.61	*\$587.60	\$7,764.44	\$996.95	\$105,136.68
1/1/28 - 12/31/28	\$7,149.41	\$170.96	*\$587.60	\$7,907.97	\$1,015.38	\$107,080.20
1/1/29 - 12/31/29	\$7,292.39	\$174.38	*\$587.60	\$8,054.37	\$1,034.18	\$109,062.60
1/1/30 - 12/31/30	\$7,438.24	\$177.87	*\$587.60	\$8,203.71	\$1,053.36	\$111,084.84

*Reviewed and adjusted annually

3. Paragraph 1, **ADDITIONAL PROVISIONS, A. OPERATING COSTS AND COMMON AREA MAINTENANCE CHARGES** shall be amended as follows:

Fire detection and security services shall be the responsibility of the Tenant at its sole cost and expense. Furthermore, Tenant shall provide the Port with a copy of all annual fire inspection reports.

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

[SIGNATURES ON NEXT PAGE]

LESSOR:

PORT OF OLYMPIA

By: _____
Alexandra K. Smith
Executive Director

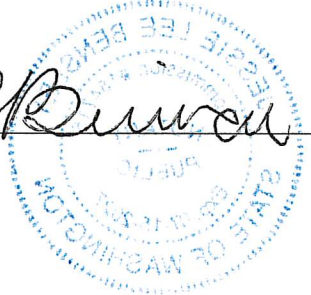
TENANT/LESSEE:

JACOB P. BEIRMAN

By: Jacob Beirman

CARRIE A. BEIRMAN

By: C. Beirman




STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

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

DATED this _____ day of _____, 2025.

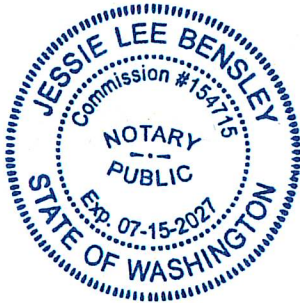
Print Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires: _____



STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

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

DATED this 3rd day of December, 2025.

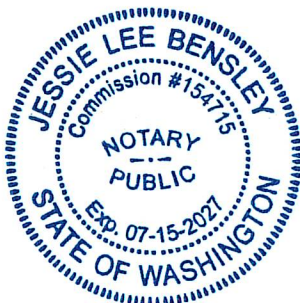


Jessie Bensley
Print Name: Jessie Bensley
NOTARY PUBLIC in and for the State of
Washington, residing at Olympia
My appointment expires: 7-15-2027

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

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

DATED this 3rd day of December, 2025.



Jessie Bensley
Print Name: Jessie Bensley
NOTARY PUBLIC in and for the State of
Washington, residing at Olympia
My appointment expires: 7-15-2027

RATIFICATION PROVISION

This Amendment No. 5 shall be subject, as a condition subsequent, to ratification by the Port of Olympia Commission within thirty (30) days after the date set forth on Page 2. This Amendment No. 5 shall be effective and binding on the parties until such time, and thereafter if ratified. If this Amendment No. 5 is not ratified as required herein, then it shall terminate and be of no further force and effect.

The undersigned confirms that this Amendment No. 5 was ratified by the Port of Olympia Commission on _____, 2025.

PORT OF OLYMPIA COMMISSION

By: _____

Its: _____

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On this ____ day of _____, 20____, personally appeared before me _____ to me known to be the _____ of the Port of Olympia Commission, the municipal corporation named in the within and Amendment No. 5, and said person acknowledged that he/she signed the same on its behalf, as he/she is so authorized to do, as the free and voluntary act and deed of such party for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and seal the day and year above written.

Printed Name: _____
Notary Public in and for the State of
Washington
Residing at: _____
My commission expires: _____

COVER MEMO

Briefing Date/Time: December 8, 2025

Staff Contact/Title: Damien Egan, Harbor Senior Manager, 360.528.8045, damiene@portolympia.com

Subject: Harbor Patrol Organizational Transition

Purpose: ☐ Information Only ☒ Decision Needed

Overview:

- Action item, approval requested.
- Organizational transition plan for the Port of Olympia Harbor Patrol.

Background:

The Port of Olympia has operated the Harbor Patrol since acquiring the program from the City of Olympia in 2015. Port staff and Thurston County Sheriff's Office will provide a presentation on the proposed transfer of the Harbor Patrol program to the Thurston County Sheriff's Office.

Documents Attached:

PowerPoint Presentation.

Summary and Financial Impact:

The Harbor Patrol program has a proposed 2026 operating budget of \$35,000. This budget expense is accounted for within the Port's Government Services budget section. Transfer of the program will reduce the Port's operating budget by the approved amount

Affected Parties:

Port of Olympia
Thurston County Sheriff's Office
City of Olympia
Harbor Patrol

Next Steps/Timeframe:

Staff will request authorization from the Commission to allow the Executive Director to approve the interlocal agreement (ILA), when completed, between the

Port and the Thurston County Sheriff's Office (TCSO) to effect a complete transfer of the organization, its two vessels, and other program-related Port-owned assets. The intent is for the program to be fully maintained but operating in the future under the auspices of the TCSO Marine Services Unit (MSU). When the ILA is executed, the Port will remit payment to FEMA for release of grant obligations. Upon confirmation of release from FEMA, vessels will be transferred to TCSO. The Port will continue to support the TCSO-MSU as required.

Considerations and Conclusion:

The Port's oversight of the Harbor Patrol program over the last 10 years has ensured the continuation of a former City of Olympia program that has been an essential community asset. Increased costs associated with maintaining its two vessels, increased liability to the Port by providing these services – coupled with the lack of Port law enforcement authority – has placed a significant burden on continuing operations. Transferring the program to TCSO will reduce Port budget and staff obligations, will allow the program to have oversight from an entity more in line with the Harbor Patrol Mission, will add a needed law enforcement capability to Thurston County waterways, and will achieve expanded community benefits.

Staff Recommendation:

Port staff recommends Commission authorization to allow the Executive Director to execute the ILA with TCSO, subject to agreement by both parties on all terms and conditions and further subject to approval by Port counsel.




PORT of OLYMPIA
Serving All of Thurston County

Harbor Patrol Organizational Transition

Damien Egan
Harbor Senior Manager
December 8, 2025




1



Today's Presentation

Action Requested

- Harbor Patrol Organizational Transition
- Thurston County Sheriff Presentation
- Questions and Comments



2

Organizational Transition

Rationale

- Need for waterway law enforcement authority.
- Significant budget impact to Port under continued Port program ownership.
- Thurston County has law enforcement authority, budget funding, and supporting administrative structure (Marine Services Unit – MSU).
- Reduction of liability risk and insurance cost to Port.

3

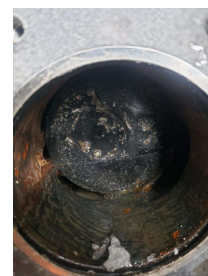


3

Organizational Transition

Vessel History and Status

- 2014: Port purchased security vessel Integrity with DHS/FEMA grant.
- 2021: Integrity suffered catastrophic engine failure; repair estimate \$100,000+.
- Budget for repairs not available.



4



4

Organizational Transition

Vessel Transfer Considerations – Process

- 2022: Port discussed transfer of Integrity to TCSO.
- 2022: Port investigated transfer of existing FEMA grant obligation to TCSO; no provision exists for direct transfer of obligation.
- Vessel transfer placed on hold.
- Harbor Patrol operations continued with Harbor 1 vessel.



5



5

Organizational Transition

Vessel Transfer Considerations – Process (cont'd)

- 2025: Harbor 1 out of service due to needed but unfunded engine repair.
- Port reopened discussion with TCSO to verify continued interest; TCSO confirmed interest in both vessels and entire organization via its MSU.
- Port engaged FEMA to establish a process to release grant obligation and allow transfer unencumbered.



6



6

Organizational Transition

Vessel Transfer Considerations – Process (cont'd)

- Release requires payment of 75% of fair market value to FEMA.
- March 2025: Integrity vessel survey established FMV of \$20,000.
- August 2025: Integrity surplus by Port Commission via Port Policy 125.
- November 2025: Harbor 1 also surplus by Port Commission.



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Organizational Transition

Thurston County Sheriff Office Introduction

- Undersheriff Ruben Mancillas
- Port presentation will resume afterwards...



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8

Thurston County Sheriff's Office

MSU Unit
2025



9

2021 – 2024

Water Rescue Calls:

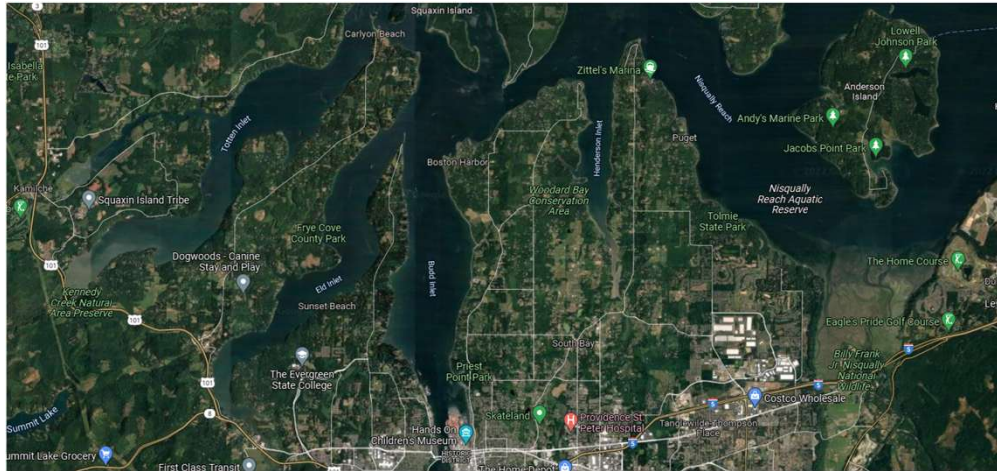
(Average 40 calls per year - 107 in 2021)

- 222 – Water Rescue Calls
- 148 – Puget Sound
- 23 – Nisqually River
- 51 – Other Water Ways



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Puget Sound



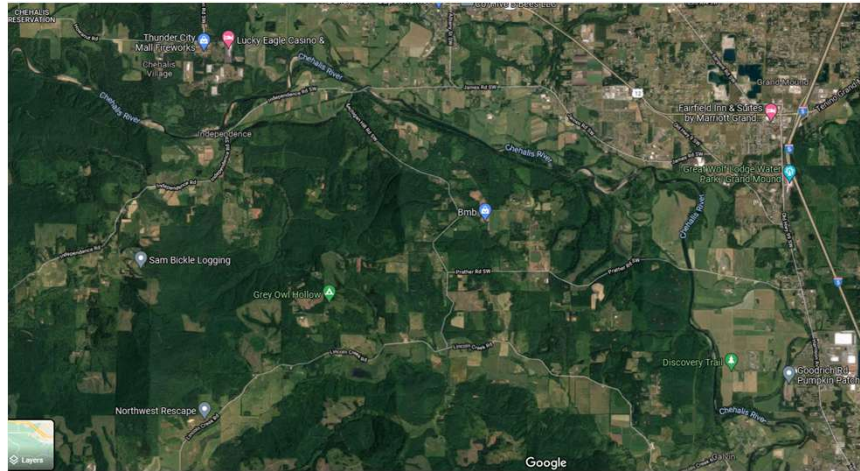
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Nisqually River



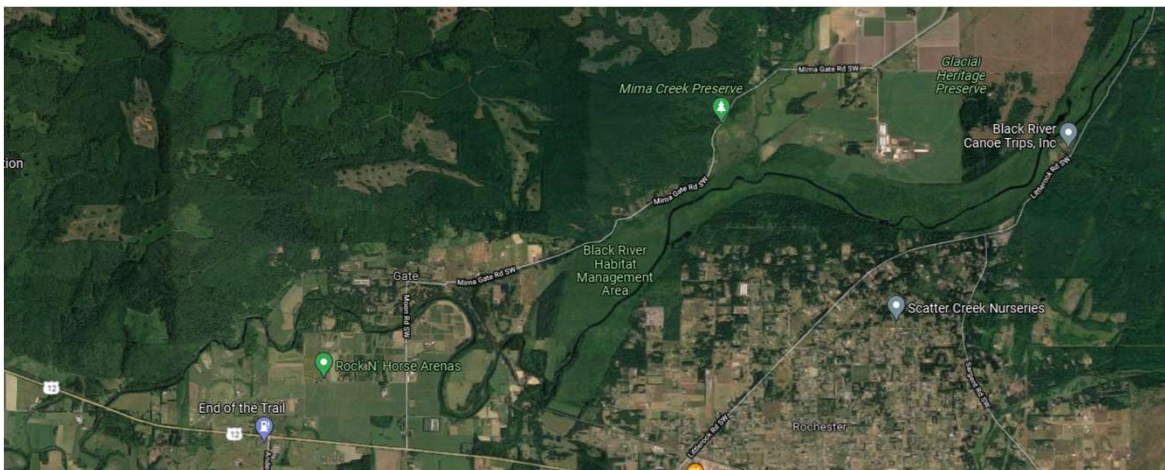
12

Chehalis River



13

Black River



14

Skookumchuck River



15

Primary Response Vessels:



16

MSU Unit:

- 1 - Program Manager TCSO Lt.
- 1 – Program Lead TCSO Sgt.
- 10 – Team members, increasing to 12 in 2026

Patrol all waterways in Thurston County and support Thurston County Dive Rescue Team

17

2026 Addition to rescue capabilities OH58 Helicopter



18

Military converted to LE helicopters:



19

HEC System:



20

TCSO OH-58 Helicopter



21



TCSO OH-58 Helicopter Interior

22

TCSO OH-58 Helicopter Prep



23

TCSO OH-58 Helicopter Shipment



24

Questions:



25

Organizational Transition

Thurston County Sheriff Office

- Thank you Undersheriff Mancillas



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Organizational Transition

Future Implications – Looking Ahead

- Harbor Patrol operation not aligned with Port's mission or Vision 2050.
- Expanded community benefits under TCSO MSU direction:
 - Waterways coverage area
 - Law enforcement
 - Vessel inspections
 - Safety checks



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Organizational Transition

Benchmarks

- Port acquired Harbor Patrol to avoid its extinction.
- Scope of operations remains limited under Port's authority.
- TCSO will acquire vessels and entire existing program/structure.
- TCSO has access to funding sources not available to the Port.
- Port will reduce staff time, operating expenses, and depreciation.
- Port will increase revenue from moorage and fuel sales.
- Port will continue to receive Security, Safety, and Emergency Response value.

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Organizational Transition

Vessel/Program Transfer – Next Steps

- Upon Commission approval of organizational transfer:
 - Port and TCSO staff finalize ILA provisions.
 - Port and TCSO legal counsel review and approve ILA.
 - Port Executive Director executes ILA.
 - TCSO executes ILA.



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Organizational Transition

Vessel/Program Transfer – Next Steps (cont'd)

- Port submits payment to FEMA for release of grant obligation.
- Upon Port receipt of FEMA release, Harbor Patrol organization and Port-owned vessels and program-related assets are transferred to TCSO.



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Questions and Comments

Suggested Motion...

"...move to authorize the Executive Director to execute an interlocal agreement (ILA) between the Port of Olympia and the Thurston County Sheriff's Office (TCSO), divesting the Port of the Harbor Patrol organization and its Port-owned assets in favor of TCSO, contingent upon the following requirements having been met:

- Mutual agreement with TCSO as to ILA terms and conditions, and*
- Approval of ILA terms by Port counsel..."*

COVER MEMO

Briefing Date/Time: December 8, 2025

Staff Contact/Title: Damien Egan, Harbor Senior Manager, 360.528.8045,
DamienE@portolympia.com

Subject: Contract Award: Security Guard Services

Purpose: ☐ Information Only ☒ Decision Needed

Objective:

- Action/Other agenda item. Approval requested.
- Contract award for a new Security Guard Services contract, a Port purchased services contract.
- Brought forward as an Action/Other agenda item to avoid a lapse in security services: only one Commission meeting in December and current contract expires December 31, 2025.

Background/Overview:

The Port's current Security Guard Services two-year purchased services contract with Pacific Security expires on December 31, 2025 and contract terms do not include an option to extend the termination date.

This new contract will be used, as before, for gate guard security services (and ship vessel guards as required) at the Marine Terminal and for nighttime roaming security patrols at the Marina and Port Peninsula properties.

U.S. Coast Guard regulations identify the Marine Terminal as a secure facility and this contract provides the required essential security services for that location. Additionally, this contract will provide security for Marina tenants and downtown Port properties during non-working hours.

The scope of the purchased services contract includes:

- 80 hours of roaming security patrols per week,
- A Marine Terminal gate guard, and
- Up to eight on-call TWIC-certified vessel guards, as needed.

Specific security protocols and task assignments are defined separately by the Marine Terminal, Properties, and Marina business lines.

Contract Timeline:

- 10/31/2025 – Bids solicited.
- 11/28/2025 – Submission deadline.
- 12/05/2025 – Bid evaluation and ranking complete.

Documents Attached:

- PowerPoint Presentation

Financial Impact:

Total cost of contract will be provided to the Commission on December 8, subsequent to completion of bid evaluation and ranking on December 5.

This purchased services contract expense is included in the approved 2026 operating expense budgets of each respective business line and is a pass-through cost to incoming ships at the Marine Terminal.

Staff Recommendation:

At the December 8 Commission meeting, Port staff will recommend the Commission award the Security Guard Services purchased services contract to the most qualified, responsive, responsible bidder.

Next Steps/Timeframe:

- Contract execution by Executive Director Alex Smith.
- Contract implementation date January 1, 2026.



PORT of OLYMPIA
Serving All of Thurston County

Security Guard Services Contract Award

Damien Egan
Harbor Senior Manager
December 8, 2025



1



Today's Presentation

Action/Other Item – Approval Requested

- Security Guard Services contract award



2




Background

Scope

- Purchased Services Contract to provide:
 - Marine Terminal Gate Guard
 - Marine Terminal Vessel Guards
 - Roaming Peninsula Security Patrols
- Locations:
 - Marine Terminal
 - Swantown Marina
 - Downtown Properties



3

Background


Timeline

2023-2025

- Port awarded Security Guard Services contract #2024-1001 to Pacific Security.
- Current contract expires December 31, 2025.

2026

- Port seeks to establish a new two-year Security Guard Services contract.



4

4

Contract Bid Process

Timeline

- 10/31/25: Bids solicited
- 11/14/25: Site visit
- 11/28/25: Submission deadline
- 15/05/25: Bids evaluated
- 12/08/25: Commission review & action
- 01/01/26: New contract starts

5



5

Contract Bid Process

Results

- Number of Bid Submissions TBD
 - To be provided to Commission on December 8
- Range of Bid Results TBD
 - To be provided to Commission on December 8

6



6

Contract Bid Process

Results (cont'd)

- Lowest Qualified, Responsive, Responsible Bidder TBD
 - To be provided to Commission on December 8

Contractor	Annual	2 Year Total Bid
	\$	\$

7



7

Questions and Comments

Suggested Motion

"...move to award the Security Guard Services contract to [REDACTED], with a not-to-exceed amount of \$ [REDACTED], and authorize the Executive Director to execute the contract pursuant to the bid award."

(Blank entries to be provided to Commission on December 8)

8



8

COVER MEMO

Briefing Date/Time: December 8, 2025

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

Subject: Small City Economic Development Program

Purpose: ☐ Information Only ☒ Decision Needed

Overview:

- The Port of Olympia’s Small City Economic Development Program (SCEDP) received five eligible applications during the 2026 funding cycle—one from each qualifying jurisdiction: Bucoda, Rainier, Rochester, Tenino, and Yelm.
- Because the Port did not launch the 2025 program on schedule, the Commission supported the idea that the 2025 program funds be rolled into 2026, enabling the Port to provide larger awards of up to \$20,000 per applicant this cycle. The 2026 budget was approved by the Port Commission on November 24, 2025 and this budget reflected this \$100,000 dollar proposed award amount
- Applications were distributed on October 15, 2025, and all were submitted by the November 14, 2025 deadline. Staff screened the applications for eligibility under Resolution 2024-03 and now present them for Port Commission approval.
- Staff is requested that this been done as “action/other” to provide a more timely approval for the recipients to be able to initiate work and budget accordingly for 2026.

Background:

The SCEDP provides funding to small communities in Thurston County (population under 15,000) for economic development activities, including feasibility work, infrastructure readiness, business district improvements, recreation facilities, and

other capital initiatives that support local economies. This program is guided and established by **Resolution 2024-03**.

Summary of 2026 Applications

1. Bucoda – RV Park Rehabilitation

- Request: \$20,000
- Scope includes 50-amp electrical upgrades, restroom/shower improvements, gravel pads, picnic tables, fire rings, and septic rehabilitation.
- The project enhances tourism draw and creates new part-time positions. Strong alignment with economic development and recreation readiness.

2. Rochester– Historical Research Archives

- Request: \$20,000
- Project develops a long-term plan for a historical research and document preservation facility within the school district building. Includes professional archivist/historian services, community engagement, and design work.
- Strong match and cultural/economic value.

3. Rainier – Sports Court Surveillance & Safety Upgrade

- Request: \$20,000
- Installation of surveillance cameras covering courts, trails, parking areas, and restrooms to reduce vandalism and support safe recreation.
- Project is shovel-ready with vendor quotes in place. Public safety improvements support community vitality.

4. Tenino – Sport Court Improvements & Downtown Revitalization Activation

- Request: \$20,000
- Two components:
 - Matching funds for basketball & pickleball court upgrades
 - Downtown activation: picnic tables, garbage cans, flowers, partial street closure at Howard Street.

- High visibility project with strong business district benefit; excellent leveraging of other state capital and arts funds.

5. City of Yelm – Park Signage Modernization

- Request: \$20,000
- Project provides standardized identification, wayfinding, and regulatory signage across Yelm’s park system, including ADA improvements, fabrication, and installation. Clear scope and strong project management timeline.

Documents Attached:

- Applications from Bucoda, Rochester/Grand Mound, Rainier, Tenino, and Yelm
- Resolution 2024-03

Summary and Financial Impact:

Total 2026 recommended SCEDP allocation:

- \$100,000 (Five awards of \$20,000 each)

Funding is included in the Port’s 2026 Economic Development budget, combining the standard annual allocation and the rolled-over 2025 funds.

There is no additional fiscal impact beyond the approved budget.

Affected Parties:

- Cities of Bucoda, Rainier, Rochester, Tenino, and Yelm
- Local businesses and community organizations benefiting from recreation, tourism, and downtown improvements
- Residents and visitors utilizing improved facilities

Options:

1. Approve as presented
2. Modify the requested amounts and approve
3. Reject proposals

Environmental Considerations:

All projects must comply with applicable state local regulations. Projects have minimal long-term environmental impacts and in some cases improve public spaces (e.g., downtown and park signage upgrades).

Staff Recommendation:

Staff recommends the Commission award the requested amount to each of the five applicant cities and directs staff to contract accordingly.

This approach:

- Aligns with Commission guidance on rolled-over funding
- Demonstrates Port investment across small cities
- Supports shovel-ready and high-visibility community projects

Next Steps/Timeframe:

If approved by Commission staff will initiate contracting documents with the program recipients and allow them to initiate work.

Sample motion:

“...that the Port of Olympia approve the 2025-2026 funding of \$100,000 for supporting the small city economic development projects consistent with the submitted applications.”



1

Background

- Small City Economic Development Program is defined by **Resolution 2024-03**.
- The SCEDP provides funding to small communities in Thurston County (population under 15,000) for economic development activities.
- Funds can be used for feasibility work, infrastructure readiness, business district improvements, recreation facilities, and other capital initiatives that support local economies.
- Applications were distributed on October 15, 2025
- Response deadline was November 14, 2025.

PORT of OLYMPIA

2

2

City of Bucoda

RV Park Rehabilitation

- Request: \$20,000.
- Scope includes 50-amp electrical upgrades, restroom/shower improvements, gravel pads, picnic tables, fire rings, and septic rehabilitation.
- The project enhances tourism draw and creates new part-time positions.



3



3

Rochester

Historical Research Archives

- Request: \$20,000.
- Project develops a long-term plan for a historical research and document preservation facility within the school district building.
- Includes professional archivist/historian services, community engagement, and design work.



4



4

City of Rainier

Sports Court Surveillance & Safety Upgrade

- Request: \$20,000.
- Installation of surveillance cameras covering courts, trails, parking areas, and restrooms to reduce vandalism and support safe recreation.
- Project is shovel-ready with vendor quotes in place. Public safety improvements support community vitality.



5



5

City of Tenino

Sport Court Improvements & Downtown Revitalization Activation

- Request: \$20,000
- Two components:
 - Matching funds for basketball & pickleball court upgrades
 - Downtown activation: picnic tables, garbage cans, flowers, partial street closure at Howard Street.
- High visibility project with strong business district benefit; excellent leveraging of other state capital and arts funds.



6



6

City of Yelm

Park Signage Modernization

- Request: \$20,000.
- Project provides standardized identification, wayfinding, and regulatory signage across Yelm's park system, including ADA improvements, fabrication, and installation.
- Clear scope and strong project management timeline.



#



7

Questions and Comments

Suggested Motion...

"...move to approve the 2025-2026 funding of \$100,000 for supporting the small city economic development projects consistent with the submitted applications."

8



8

SMALL CITY ECONOMIC DEVELOPMENT PROGRAM PROJECT APPLICATION

1. Applicant Information

City:	Bucoda		
Address:	P.O. Box 10, Bucoda, WA 98530		
Phone:	(360) 280-4179	Contact:	Callie Carpenter
Date:	11/12/2025	Amount Requested:	\$ 20,000.00

2. Project Information

Title:	Town of Bucoda RV Park Rehabilitation Project
Description:	Rehabilitate the Bucoda 17 unit RV Park. The goal is to modernize existing infrastructure, and improve the users experience. It will include RV site enhancements: electrical 50amp, gravel spaces, picnic table, fire ring. Amenity upgrades in the rest room/shower house, wi-fi, and septic system inspection and cleaning if needed.
Use of Funds: (e.g. professional services, site readiness, feasibility)	Site and amenity improvements

3. Benefits / Needs of Project

1) Is project related to job expansion/retention, recruitment or feasibility? 2) Describe job creation: direct or potential impacts? 3) Is it consistent with local or area plans? 4) Is status "ready-to-go," "last-dollars-in," or will help secure other sources, 5) will it help meet developer/business need timeline?
1. The project will help with job expansion, retention and recruitment. 2. The project will create part-time park host, part-time maintenance worker, and possible increase in positions at Joe's Place, Liberty Market and surrounding businesses in Tenino, and South Thurston County. 3. It is consistent with Comprehensive Plan: Goal CF 12: Ensure existing park facilities are well-maintained and in good repair and CF 13: Seek funding to improve existing park facilities. 4. Status: It is ready to go, it will help secure other sources for future phases. 5. The funding will help Bucoda meet its timeline for park improvements.

4. Budget

Total cost:	\$ 25,000.00	Dollars committed from own/other sources (attach evidence):	\$ 5,000.00
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5. Schedule

Attach a timeline for the project.

6. Small City Economic Development Program Agreement

Project Application approval is contingent on execution of the Small City Economic Development Program Agreement.

SMALL CITY ECONOMIC DEVELOPMENT PROGRAM PROJECT APPLICATION

1. Applicant Information

City:	City of Rainier		
Address:	PO Box 258		
Phone:	(360) 446-2265	Contact:	Tami Justice
Date:	11/05/2025	Amount Requested:	\$ 20,000

2. Project Information

Title: Rainier Sport Court Surveillance and Safety Upgrade
Description: Security cameras for the Rainier Sports Court, trail and parking area
Use of Funds: (e.g. professional services, site readiness, feasibility) Purchase and installation of equipment

3. Benefits / Needs of Project

<p>1) Is project related to job expansion/retention, recruitment or feasibility? 2) Describe job creation: direct or potential impacts? 3) Is it consistent with local or area plans? 4) Is status "ready-to-go," "last-dollars-in," or will help secure other sources, 5) will it help meet developer/business need timeline?</p> <p>The City's sport courts are heavily used by residents of all ages for recreation, youth programs, and community events. However, the lack of adequate surveillance and lighting has resulted in recurring issues, including vandalism, graffiti, after-hours loitering, and safety concerns for both participants and nearby residents. Installing a surveillance system will help deter these activities, assist law enforcement with investigations when incidents occur, and promote a safer, more welcoming environment for all park users.</p>

4. Budget

Total cost:	\$ 20,000	Dollars committed from own/other sources (attach evidence):	\$ 11,829.51
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5. Schedule

Attach a timeline for the project.

6. Small City Economic Development Program Agreement

Project Application approval is contingent on execution of the Small City Economic Development Program Agreement.

SMALL CITY ECONOMIC DEVELOPMENT PROGRAM PROJECT APPLICATION

1. Applicant Information

City:	ROCHESTER WASHINGTON		
Address:	PO BOX 211, ROCHESTER, WA 98579		
Phone:	(360) 791-9729	Contact:	DONNA WEAVER OR KATHY HANGARTNER
Date:	11/14/2025	Amount Requested:	\$ 20,000.00

2. Project Information

Title:	ROCHESTER HISTORICAL RESEARCH ARCHIVES
Description:	DEVELOPMENT OF LONG TERM ORGANIZATIONAL PLAN FOR ARCHIVE FACILITY
Use of Funds: (e.g. professional services, site readiness, feasibility)	PROFESSIONAL SERVICES - ARCHIVIST/HISTORIAN

3. Benefits / Needs of Project

1) Is project related to job expansion/retention, recruitment or feasibility? 2) Describe job creation: direct or potential impacts? 3) Is it consistent with local or area plans? 4) Is status "ready-to-go," "last-dollars-in," or will help secure other sources, 5) will it help meet developer/business need timeline?
1: YES 2: ARCHIVIST/HISTORIAN PROFESSIONAL SERVICES HIRING - POSSIBLE FUTURE STAFFING OF 3-6 3: YES, HISTORICAL PRESERVATION 7 RESEARCH 4: WILL HELP SECURE DEFINED PROJECT ORGANIZATION NEEDS 5: YES, ENCOURAGING COMMUNITY TOGETHERNESS ALONG WITH STUDENT USE & VISITATION BY OTHERS FOR HISTORICAL RESEARCH

4. Budget

Total cost:	\$ 40,000.00	Dollars committed from own/other sources (attach evidence):	\$ 20,000.00
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5. Schedule

Attach a timeline for the project.

6. Small City Economic Development Program Agreement

Project Application approval is contingent on execution of the Small City Economic Development Program Agreement.

SMALL CITY ECONOMIC DEVELOPMENT PROGRAM PROJECT APPLICATION

1. Applicant Information

City:	City of Tenino		
Address:	PO Box 4019		
Phone:	(360) 264-2368	Contact:	Jessica Reeves-Rush
Date:	10/21/2025	Amount Requested:	\$ 20,000.00

2. Project Information

Title:	Basketball Pickleball Court & Downtown Revitalization Project
Description:	This will be two project: 1) Matching funds for our Basketball Pickleball project. 2) Street Closure as part of a larger Downtown Revitalization Project.
Use of Funds: (e.g. professional services, site readiness, feasibility)	Purchasing real goods

3. Benefits / Needs of Project

1) Is project related to job expansion/retention, recruitment or feasibility? 2) Describe job creation: direct or potential impacts? 3) Is it consistent with local or area plans? 4) Is status "ready-to-go," "last-dollars-in," or will help secure other sources, 5) will it help meet developer/business need timeline?
As part of our Master Park Plan we continue to develop the Tenino City Park as a draw to Tenino. Visitors and park users spend dollars in local businesses. The Basketball Pickleball project is already funded in part by an RCO grant, and this grant will be the cash match to secure funding. This will help us purchase the materials to make the court happen including a court overlay, basketball hoops, a pickle ball net and other items related to the court.
The Downtown Revitalization Project will complement another grant we applied for to expand flowers throughout downtown and to create art wrapped garbage cans along Sussex Street (main/HWY 507). With the Port grant we plan to further improve the patron experience by partially closing Howard street with ecology blocks and creating a pedestrian friendly space complete with amenities like flowers, picnic tables, and garbage cans. This space will help existing businesses thrive and lend itself to fun activities and events in our business district.

4. Budget

Total cost:	\$ 20,000.00	Dollars committed from own/other sources (attach evidence):	\$ 81,240.00
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5. Schedule

Attach a timeline for the project.

6. Small City Economic Development Program Agreement

Project Application approval is contingent on execution of the Small City Economic Development Program Agreement.

SMALL CITY ECONOMIC DEVELOPMENT PROGRAM PROJECT APPLICATION

1. Applicant Information

City:	City of Yelm		
Address:	901 NW Rhoton Rd, Yelm, WA 98597		
Phone:	(360) 400-5008	Contact:	Elizabeth Jones
Date:	11/13/2025	Amount Requested:	\$ 20,000.00

2. Project Information

Title:	Citywide Park Signage Modernization and Wayfinding Project
Description:	The City of Yelm seeks funding to update and standardize all park signage across the city. Many existing signs are aging, inconsistent, or non-compliant with current standards. This project will create a unified family of park identification, regulatory, and wayfinding signs to improve visitor navigation, and support local tourism.
Use of Funds: (e.g. professional services, site readiness, feasibility)	Funds will be used for design services, fabrication of new signage, and installation at priority park sites. The updated signs will be durable and for long-term outdoor use and will align with Yelm's broader Parks and revitalization goals.

3. Benefits / Needs of Project

1) Is project related to job expansion/retention, recruitment or feasibility? 2) Describe job creation: direct or potential impacts? 3) Is it consistent with local or area plans? 4) Is status "ready-to-go," "last-dollars-in," or will help secure other sources, 5) will it help meet developer/business need timeline?
This project will modernize and standardize all park signage throughout the City of Yelm, improving visitor navigation, strengthening community identity, and creating a more welcoming experience for residents and visitors. Consistent, attractive signage supports local events and youth sports, enhances wayfinding for tourists, and encourages increased use of Yelm's parks—benefitting nearby small businesses and the broader local economy.
The project is ready to proceed and aligns with Yelm's Parks Plan and Downtown Revitalization priorities. Port funding will serve as essential seed money to complete design, fabrication, and installation, leveraging City resources to deliver a highly visible improvement that can be fully implemented before the December 31, 2026 deadline.

4. Budget

Total cost:	\$ 20,000.00	Dollars committed from own/other sources (attach evidence):	\$ 0.00
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5. Schedule

Attach a timeline for the project.

6. Small City Economic Development Program Agreement

Project Application approval is contingent on execution of the Small City Economic Development Program Agreement.

**PORT OF OLYMPIA COMMISSION
RESOLUTION 2024-03**

**A Resolution of the Port of Olympia Commission Amending the
Small City Economic Development Program**

WHEREAS, in 2011, the Port of Olympia Economic Development Corporation ("Port EDC") established an initial Small City Development Fund Program ("2011 Program"); and

WHEREAS, in 2017, the Port EDC terminated the 2011 Program, effective December 31, 2017; and

WHEREAS, in 2017, the Port of Olympia Commission ("Port") re-established the Small City Economic Development Program (Program) to be administered by the Port EDC; and

WHEREAS, small cities in Thurston County have derived economic benefit from the funding provided by the 2011 and 2017 Program(s); and


WHEREAS, the Port desires to retain the 2017 Program and to have it be administered by the Port; and

Whereas, in 2022, the Port of Olympia Commission moved the Small City Economic Development Program (the "Program") from being administered by the Port EDC to having it be administered by the Port Commission and staff in accordance with the program guidelines attached as Exhibit "A" to this Resolution; and

NOW, THEREFORE, BE IT RESOLVED that the Port of Olympia Commission hereby amends the 2022 Small City Economic Development Program (the "Program") to add qualified unincorporated communities to the Program in accordance with the program guidelines attached as Exhibit "A" to this Resolution, and to rename the Program the "Small City and Communities Economic Development Program."

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 March 11, 2024, as attested to by the signatures below of the Commissioners physically present this 11th day of March, 2024.

PORT OF OLYMPIA COMMISSION


Comm. Bob Iyall (Mar 26, 2024 20:24 PDT)

Bob Iyall, President

Comm. Jasmine Vasavada
Comm. Jasmine Vasavada (Mar 27, 2024 15:39 PDT)

Jasmine Vasavada, Vice President

Comm. Sarah Tonge
Comm. Sarah Tonge (Mar 19, 2024 16:29 PDT)

Sarah Tonge, Secretary


Comm. Amy Harding (Mar 19, 2024 08:21 PDT)

Amy Evans

Comm. Maggie Sanders
Comm. Maggie Sanders (Mar 12, 2024 23:08 PDT)

Maggie Sanders

EXHIBIT A

SMALL CITY and Communities ECONOMIC DEVELOPMENT PROGRAM GUIDELINES

Port of Olympia

Small City and Communities Economic Development Program Summary

The Port of Olympia Port Commission ("Commission") has created a Small City and Communities Economic Development Program (the "Program"). This Program, for cities and Communities in Thurston County with a population of less than 15,000, and unincorporated communities that have sufficient governance structure, or are otherwise qualified, to lawfully accept and administer the award, offers funds for use in local economic development projects. The Commission determines the total funds for the program available in any calendar year during the Port's annual budget process. Eligible cities and unincorporated communities in Thurston County may submit one or more proposals during January and February of each calendar year to the Port Executive Director ("Executive Director"), or his or her designee, for screening. Following the January through February solicitation period, the Executive Director, or his or her designee, forwards all qualified proposals to the Commission, prior to May 1, for consideration and prioritization. The Port Commission then awards funds to the worthiest proposals no later than May 15. The number and value of individual awards may vary from year to year depending on the desires of the Commission, available Program funds, and the proposals submitted.

Port of Olympia

Small City and Communities Economic Development Program

Guidelines

1. **Purpose:** The Port of Olympia ("Port"), in an amount approved annually during the budget process by the Port Commission ("Commission"), may make funds available to the Small City and Communities Economic Development Program ("Program"). Cities and qualifying Communities may request funds via proposals ("Proposals") submitted to the Port of Olympia Executive Director ("Executive Director"), or his or her designee, who will then screen the Proposals for submission to the Commission. The Commission shall consider and prioritize the proposals, and may approve or deny any Proposal.
2. **Applicants:** Any city, or community that has sufficient governance structure, or otherwise qualified to lawfully accept and administer an award, within Thurston County may submit a Proposal so long as their population does not exceed 15,000 citizens in the annual population estimate published by the Washington State Office of Financial Management pursuant to RCW 43.62.030 or as otherwise determined by the Port. Any participant city or community whose population exceeds 15,000 citizens in the annual population estimate published by the Washington State Office of Financial Management pursuant to RCW 43.62.030, or as otherwise determined by the Port shall be withdrawn from the Program by as provided for in paragraph 5.1 herein.
3. **Administration of Program:** The Commission and the Executive Director participate in the overall administration of the Program. Specifically:
 - The Commission determines the extent to which funds shall be provided to the Program;
 - The Executive Director, or his or her designee, is responsible for processing and initial screening of Proposals;
 - The Commission considers the Proposals submitted by the Executive Director, prioritizes Proposals, and proposes a scheme for disbursing Program funds;
 - The Commission shall have the right to examine, upon reasonable prior notice, the books and records of each city or qualifying community pertaining to any project receiving monies from the Program;
 - The Commission approves or denies the proposed disbursement of Program funds.
4. **Funding, Application, Prioritization, and Disbursement:** The Commission shall establish the funds available for the Program annually as part of the general Port budget process. All monies disbursed from the Port shall come directly from the general Port budget and comply with the procedures established herein. Monies from the Program shall be available only to cities or communities who make application pursuant to this Program.
 - 4.1 Funds awarded from the Program may be used for economic development projects undertaken by the cities or communities. A preference shall be given for Proposals that are used for matching funds. Proposals for projects shall:

- (i) Be adjudged as economic development projects, and/or
- (ii) Be funded in part by the proposing city and/or through other public funds.

Cities and qualifying communities may apply for Program funding for multiple projects each year, but each such project shall be the subject of a separate Proposal. Additionally, each Proposal has an award limit not exceeding the total amount allocated to the Program for that particular calendar year.

- 4.2 Projects undertaken by cities or qualifying communities using awarded Program monies shall conform to all applicable laws and regulations, including, without limitation, Chapter 39.80 RCW, Chapter 39.04 RCW, and Chapter 39.12 RCW.
- 4.3 The operating year ("Operating Year") for the Program shall begin on January 1 of each year and shall end on December 31. Proposals shall be made in writing by cities or qualifying communities to the Executive Director, or his or her designee, by completing the Project Application Form in a timeframe established by the Port but in no case later than April 15. The Executive Director, or his or her designee, shall screen the Proposals prior to presentation to the Commission, and may reject Proposals that fail to meet award criteria specified in these guidelines. The Commission shall evaluate and prioritize the Proposals for funding, and shall issue final approval or rejection of all or portions of the Proposals no later than May 15 of each year. Any awarded Program monies allocated to a particular city or qualifying community for a project not applied for and allocated by March 31 of the year following the award shall no longer be available to that city under that project Proposal. In such an event, if the city desires additional award monies from the Program for that project, it must reapply through submission of a new Proposal.
- 4.4 The Commission shall evaluate and prioritize the Proposals during an open public meeting. Cities or qualifying communities with Proposals under consideration are expected to attend this meeting of the Commission to present details of the Proposal and answer Commission questions, if any.
- 4.5 The Commission shall evaluate Proposals and shall prioritize them as to which cities or qualifying communities and Proposals shall receive monies ahead of other cities or qualifying communities and Proposals. In prioritizing Proposals, the Commission may consider such factors as the amount requested for that Proposal, the amount requested and received by that city or qualifying community for all Proposals that year, the percentage of the overall total project cost requested in the Proposal, and the nature of the project that is the subject of the Proposal.

In establishing disbursement terms, the Commission shall consider such factors as the overall project budget, the amount of the project to be funded out of the Program, and if Program money will serve as "seed money" (that is, money for preliminary expenses such as architectural or engineering services).

Disbursal of awarded funds is expressly contingent on the city or qualifying community signing and entering into a Small City and Communities Economic Development Program Agreement with the Port. Under no circumstances may the Port disburse awarded Program monies to any party who has not signed and entered into a Small City and Communities Economic Development Program Agreement with the Port.

- 4.6 In the event that a city or qualifying community elects not to undertake or complete a project awarded Program monies based on the prioritization of its Proposal (or otherwise will not use all of the awarded Program monies allocated for its use by the Commission), then the city or qualifying community shall promptly notify the Port Executive Director. The Executive Director shall promptly notify the Commission which may, but is not required to, make such funds available to the highest prioritized city of qualifying community Proposal not previously funded by the Commission.
- 4.7 The Commission may award Program monies to a city's project in an amount less than requested by the city.
5. **Terms of Agreement and Withdrawal:** This Program shall commence on January 1, 2024 and shall continue indefinitely unless and until such time as the Port elects to discontinue and/or to withdraw from the Program. In the event the Port elects to discontinue and/or withdraw from the Program, the Program shall automatically terminate at the end of the then-current Operating Year.
 - 5.1 Any city or community with a population of greater than 15,000 citizens as published by the Washington State Office of Financial Management pursuant to RCW 43.62.030, or as otherwise determined by the Port, shall be ineligible for participation in the Program by operation of law as of December 31 of the year in which the 15,000 population threshold is exceeded.
 - 5.2 Upon termination of this Program, the Port shall pay any outstanding liabilities of the Program within thirty (30) days hereof.

EXHIBIT B

SMALL CITY AND COMMUNITIES ECONOMIC DEVELOPMENT PROGRAM PROJECT APPLICATION TEMPLATE

SMALL CITY AND COMMUNITIES ECONOMIC DEVELOPMENT PROGRAM PROJECT APPLICATION

1. Applicant Information

City or Qualifying Community:		
Address:		
Phone:	Contact:	
Date:	Amount Requested:	\$
Statute or authority under which you qualify as a municipality or are otherwise qualified to legally accept and administer Port funds: (Port may request further documentation)		

2. Project Information

Title:
Description:
Use of Funds: (e.g. professional services, site readiness, feasibility)

3. Benefits / Needs of Project

<p>1) Is project related to job expansion/retention, recruitment or feasibility? 2) Describe job creation: direct or potential impacts?</p> <p>3) Is it consistent with local or area plans? 4) Is status "ready-to-go," "last-dollars-in," or will help secure other sources, 5) will it help meet developer/business need timeline?</p>

4. Budget

Total cost:	\$	Dollars committed from own/other sources (attach evidence):	\$
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5. Schedule

Attach a timeline for the project.

6. Small City and Communities Economic Development Program Agreement

Project Application approval is contingent on execution of the Small City and Communities Economic Development Program Agreement.

EXHIBIT C

Port of Olympia Small City Economic Development Program Agreement Template

Port of Olympia
Small City and Communities Economic Development Program
Agreement

THIS AGREEMENT ("Agreement") is entered into on this ____ day of _____, 2014, by the Port of Olympia ("Port"), and the City or qualifying Community of _____ ("____") (collectively, the "Parties").

I. RECITALS

- A. On _____, [City or qualifying Community] submitted a Small City and Communities Economic Development Program Project Application (the "Application"), a copy of which is attached hereto as **Exhibit A**.
- B. On _____, the Port approved [City or qualifying Community]'s Application and granted the proposal funds totaling _____.
- C. In order to clarify each Party's legal obligation under the Small City and Communities Economic Development Program, and to identify the specifics of the reimbursement process, the Parties seek to enter into the following agreement.

II. AGREEMENT

In consideration of the promises and obligations set forth below, the Parties agree as follows:

- A. **Incorporation:** The Parties hereby incorporate by reference the above Recitals, as though fully set forth herein.
- B. **Requirement to Conform with Applicable Laws:** Projects undertaken by [City or qualifying Community] using awarded Small City and Community Economic Development Program (the "Program") monies shall conform to all applicable laws and regulations, including without limitation Chapter 39.80 RCW, Chapter 39.04 RCW, and Chapter 39.12 RCW, as may be applicable.
- C. **Reimbursement Process:** [City or qualifying Community] shall be solely responsible for timely payment of all invoices submitted by vendors, professionals, contractors, and any other parties providing goods and/or services for the project. [City or qualifying Community] shall submit to the Port of Olympia Executive Director ("Executive Director"), or his or her designee, paid project invoices for reimbursement. Such invoices shall be provided to the Executive Director, or his or her designee, the earlier of (i) ninety (90) days after the provision of the goods and/or services being billed for therein, and by no later than March 31 following the then-current Operating Year. The Executive Director, or his or her designee, shall determine the reimbursement based on the invoice amount, the funding ratio, and the balance of the Program monies allocated to that city or qualifying community for that project. The Port of Olympia (the "Port") shall in turn make payment directly to the city or qualifying community, based on the information received from the Executive Director, or his or her designee. [City or qualifying Community] shall receive the reimbursement payment within thirty (30) days

of the Port's receipt of the invoice. Neither the Port nor the Program shall be obligated in any way to reimburse [City or qualifying Community] for invoiced goods and/or services if [City or qualifying Community] fails to submit the invoice in a timely fashion.

- D. Liability:** [City or qualifying Community] shall be solely responsible for all costs, expenses, damages, claims and obligations arising out of any or all projects undertaken thereby. Nothing herein shall be construed as creating any obligation on the part of the Port of Olympia, the Executive Director, or the Program as a guaranty of payment of any obligation incurred by [City or qualifying Community] arising out of any projects undertaken thereby. **The Port may require [City or qualifying community] liability or other applicable insurance at its discretion as a condition of funding.** Nothing contained herein shall be construed as an obligation benefiting any person or entity that is not a Party hereto, or shall be deemed as inuring to the benefit of any third party.
- E. Survivability:** All covenants, promises, and performance not fully performed as of the date of termination of the Program shall survive termination as binding obligations.
- F. Notices:** All notices, demands, requests, consents and approvals which are or may be required to be given by any Party to any other Party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by certified or registered mail, posted prepaid, return receipt requested to the address provided below for each Party.

Port of Olympia City or qualifying Community of _____
Economic Development Corporation _____
626 Columbia St. NW #300 _____
Olympia, WA 98501 _____

The Executive Director, or his or her designee, shall receive all mail relating to the Program for the Port.

- G. Amendment:** Modification, termination or amendment of this Agreement requires written agreement, duly authorized and executed by all Parties, except as provided for herein.
- H. Waiver:** No failure by any of the foregoing Parties to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement, or to exercise any right or remedy consequent upon breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. Any Party hereto, by notice and only by notice as provided herein, may but shall not be obligated to waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other Party hereto. No waiver shall affect or alter this Agreement, and each covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.
- I. Severability:** In case any one or more of the provisions contained in this Agreement 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 hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- J. Captions:** The captions of this Agreement are for convenience and reference only and in no way define, limit or describe the scope of intent of this Agreement.
- K. Neutral Authorship:** All Parties to this Agreement have reviewed and negotiated each provision, and the agreement represents the combined work product of all Parties hereto. No presumption or other rules of construction that would interpret the provisions of this Agreement in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.
- L. Governing Law:** The laws of the State of Washington shall govern this agreement and the rights of the Parties hereto. The Parties agree that any such action venue shall lie exclusively in Thurston County, Washington.
- M. Attorney's Fees and Costs:** Should any Party bring suit to enforce any provision of this Agreement or to redress any breach thereof, the prevailing Party in such litigation shall be entitled to recover its costs and reasonable attorney's fees.
- N. Entire Agreement:** The entire agreement between the Parties hereto is contained in this Agreement, and this Agreement supersedes all of the Parties' previous understandings and agreements, written and oral, with respect to this matter.
- O. No Separate Legal Entity Created:** This Agreement creates no separate legal entity.
- P. Term:** This Agreement is effective [fill in] and shall terminate on [fill in] unless extended by the Parties in writing.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year above, and certify that this Agreement was approved in an open public meeting by their respective legislative bodies.

BY: _____
[Name]
[Title]
Port of Olympia

BY: _____
[Name]
[Title]
City or Community of _____

Date: _____

Date: _____

APPROVED AS TO FORM :

APPROVED AS TO FORM :

BY: _____
[Name]
[Organization]
Port Legal Counsel

BY: _____
[Name]
City Attorney
City or Community of _____

Date: _____

Date: _____