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**Board of Directors Meeting**  
**Monday, JUN 30, 2025**  
**Kitsap Public Facilities District Office**  
**Meeting Location: Norm Dicks Government Center**  
**& via Zoom Webinar – <https://us02web.zoom.us/j/83423036853>**

### **MEETING AGENDA**

- 1. Call to Order / Comments from Board Chair Leedham**
- 2. Public Comment** –If you wish to ask a question of the panelists, you will have a maximum of 3 minutes. Use the “Raise Hand” option within Zoom to speak, or put a message in the Chat Box, and the host will ask the question on your behalf.
- 3. Approval of Consent Agenda**  
*Note: If a Board Member wishes to discuss any item, it may be pulled from the Consent Agenda for further dialogue and individual board vote for approval*

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#### **CONSENT AGENDA**

- A. APR 28, 2025, KPFD BOD Meeting Minutes
  - B. Blanket Voucher #10-MAY 2025 96968 Operating Expenses
  - C. Blanket Voucher #12-JUN 2025 96968 Operating Expenses
  - D. Blanket Voucher #13-JUN 2025 96977 POCEC Project Invoices
  - E. Blanket Voucher #14-JUN 2025 96977 PERC Project Invoices
  - F. Blanket Voucher #15-JUN 2025 96977 PGFHP Project Invoices
  - G. APR & MAY 2025 Financial Statements
  - H. APR & MAY 2025 Sales Tax Rebate Summary Reports
  - I. JUN 2025 KPFD Project Tracking Report
  - J. MAY & JUN 2025 Executive Director Report
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- 4. Port Gamble Forest Heritage Park Project Update** – Presented by Kitsap Co. Parks & Rec
- 5. General Business/Good of the Order**
  - Passage of House Bill 1109 – Extension of Sales & Use Tax Rebates
  - KPFD Policy Committee Update - Adoption of KPFD BOD Handbook Part 2 (*requires board approval*)
  - Office Lease Renewal
  - PGFHP ILA Amendment #5 – Extension to 12/31/2025 (*requires board approval*)
- 6. Meeting Adjournment**

**Next Meeting:** Monday, August 25, 2025 @ 5:30 PM  
**Location:** Bainbridge Island Council Chambers  
**Topics:** Port Orchard Community Events Center Project Update & General Business

**Building Communities, Enriching Lives**

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**KITSAP PUBLIC FACILITIES DISTRICT  
CONSENT AGENDA  
JUN 30, 2025**

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- A.** APR 28, 2025, KPFD BOD Meeting Minutes
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Building Communities, Enriching Lives



Kitsap Public Facilities District  
Sales Tax Rebate Revenue Summary

	B	AF	AG	AH	AI	AJ	AK	AL	AM	AN	AO	AP	AQ	AR	AS	AT	AU	AV	AW
2		FY 2018	%	FY 2019	%	FY 2020	%	FY 2021	%	FY 2022	%	FY 2023	%	FY 2024	%	FY 2025	%	POS/NEG	
3	JAN	\$ 123,476.10	8.4%	\$ 144,263.78	16.8%	\$ 150,304.56	4.2%	\$ 158,789.57	5.6%	\$ 178,674.01	12.5%	\$ 187,086.78	4.7%	\$ 185,558.93	-0.8%	\$ 194,266.62	4.7%	↑	
4	FEB	\$ 159,064.82	8.0%	\$ 165,509.56	4.1%	\$ 173,706.66	5.0%	\$ 192,717.28	10.9%	\$ 197,557.85	2.5%	\$ 209,039.13	5.8%	\$ 213,924.96	2.3%	\$ 229,587.46	7.3%	↑	
5	MAR	\$ 123,918.31	17.0%	\$ 125,924.98	1.6%	\$ 132,155.73	4.9%	\$ 144,739.20	9.5%	\$ 162,359.33	12.2%	\$ 167,293.61	3.0%	\$ 174,240.58	4.2%	\$ 191,359.83	9.8%	↑	
6	APR	\$ 118,939.87	13.4%	\$ 116,815.21	-1.8%	\$ 115,731.99	-0.9%	\$ 141,495.24	22.3%	\$ 167,540.61	18.4%	\$ 167,784.23	0.1%	\$ 170,727.31	1.8%	\$ 171,284.09	0.3%	↑	
7	MAY	\$ 144,926.19	14.2%	\$ 150,430.71	3.8%	\$ 126,061.95	-16.2%	\$ 188,771.05	49.7%	\$ 201,423.66	6.7%	\$ 197,898.50	-1.8%	\$ 197,130.98	-0.4%	\$ 208,140.55	5.6%	↑	
8	JUN	\$ 133,121.83	17.5%	\$ 145,401.79	9.2%	\$ 126,133.58	-13.3%	\$ 177,293.20	40.6%	\$ 190,292.70	7.3%	\$ 186,576.31	-2.0%	\$ 193,884.02	3.9%	\$ 197,128.93	1.7%	↑	
9	JUL	\$ 146,892.10	16.0%	\$ 150,399.47	2.4%	\$ 165,292.17	9.9%	\$ 192,556.37	16.5%	\$ 193,483.26	0.5%	\$ 203,055.00	4.9%	\$ 204,152.01	0.5%				
10	AUG	\$ 158,152.03	11.3%	\$ 166,341.19	5.2%	\$ 170,988.07	2.8%	\$ 204,719.00	19.7%	\$ 207,417.76	1.3%	\$ 213,155.55	2.8%	\$ 209,083.96	-1.9%				
11	SEP	\$ 149,561.17	15.7%	\$ 157,155.89	5.1%	\$ 167,577.17	6.6%	\$ 186,898.42	11.5%	\$ 200,317.82	7.2%	\$ 202,596.57	1.1%	\$ 215,398.30	6.3%				
12	OCT	\$ 151,329.82	13.8%	\$ 158,503.52	4.7%	\$ 163,033.80	2.9%	\$ 182,058.47	11.7%	\$ 204,071.35	12.1%	\$ 198,061.74	-2.9%	\$ 207,683.24	4.9%				
13	NOV	\$ 149,568.79	7.0%	\$ 161,955.86	8.3%	\$ 184,238.07	13.8%	\$ 197,714.69	7.3%	\$ 208,743.30	5.6%	\$ 213,410.30	2.2%	\$ 210,522.08	-1.4%				
14	DEC	\$ 148,700.48	19.5%	\$ 148,546.73	-0.1%	\$ 164,199.11	10.5%	\$ 177,670.52	8.2%	\$ 192,632.39	8.4%	\$ 191,416.42	-0.6%	\$ 203,753.62	6.4%				
15																			
16	YTD TOTAL	\$ 1,707,651.51	13.3%	\$ 1,791,248.69	4.9%	\$ 1,839,422.86	2.7%	\$ 2,145,423.01	16.6%	\$ 2,304,514.04	7.4%	\$ 2,337,374.14	1.4%	\$ 2,386,059.99	2.1%	\$ 1,191,767.48	5.0%	↑	
17	MONTHLY AVG	\$ 142,304.29	13.3%	\$ 149,270.72	4.9%	\$ 153,285.24	2.7%	\$ 178,785.25	16.6%	\$ 192,042.84	7.4%	\$ 194,781.18	1.4%	\$ 198,838.33	2.1%	\$ 198,927.71	0.0%	→	
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APR/MAY/JUN 2025	FUNDS	COMMENT
Sales Tax Rebate (977)	\$576,553.57	2.5% increase from APR/MAY/JUN 2024
Interest Earned	\$17,490.00	APR/MAY 2025
Debt Service (286)	(\$214,082.16)	APR/MAY/JUN 2025
Net Income	\$379,961.41	APR/MAY/JUN 2025

Note: Year-to-Date % based on current year annual average

Note: Monthly Average % based on comparison of previous year's monthly avg

JUN 2025

# Port Gamble Forest Heritage Park

## Project Status Update

June 30, 2025





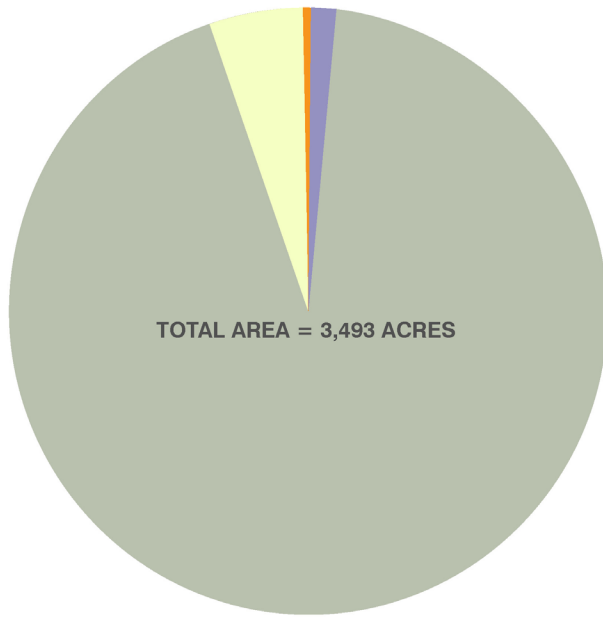
# Project Elements

## Stage 2 of Interlocal Agreement

- Framework Planning Document
- Mountain Bike Ride Park
- Stottlemeyer Trailhead & Parking Lot
- Regional Trail Design (Sound to Olympics Trail)
  - *Northern trail segments*
- North Gateway (Ride Park) Trailhead & Parking Lot



## PROPORTION OF IMPROVEMENTS TO CONSERVATION/RESTORATION AREA



CONSERVATION & PASSIVE USE TRAIL SYSTEM
3,261 ACRES (93.3% OF TOTAL AREA)
RECREATION, EDUCATION AND PARKING AREA IMPROVEMENTS
NORTH END RECREATION & EDUCATION=33.1 ACRES
NORTH END PARKING AREA=3.6 ACRES
BAYVIEW PARKING AREA & SHORELINE=4.2 ACRES
STOTTLEMEYER RD. PARKING AREA=4.1 ACRES
TOTAL IMPROVEMENT AREA=45.0 ACRES (1.3% OF TOTAL AREA)
RIDE PARK
177.5 ACRES (5.0% OF TOTAL AREA)
SOUND TO OLYMPIC TRAIL
9.7 ACRES (0.3% OF TOTAL AREA)

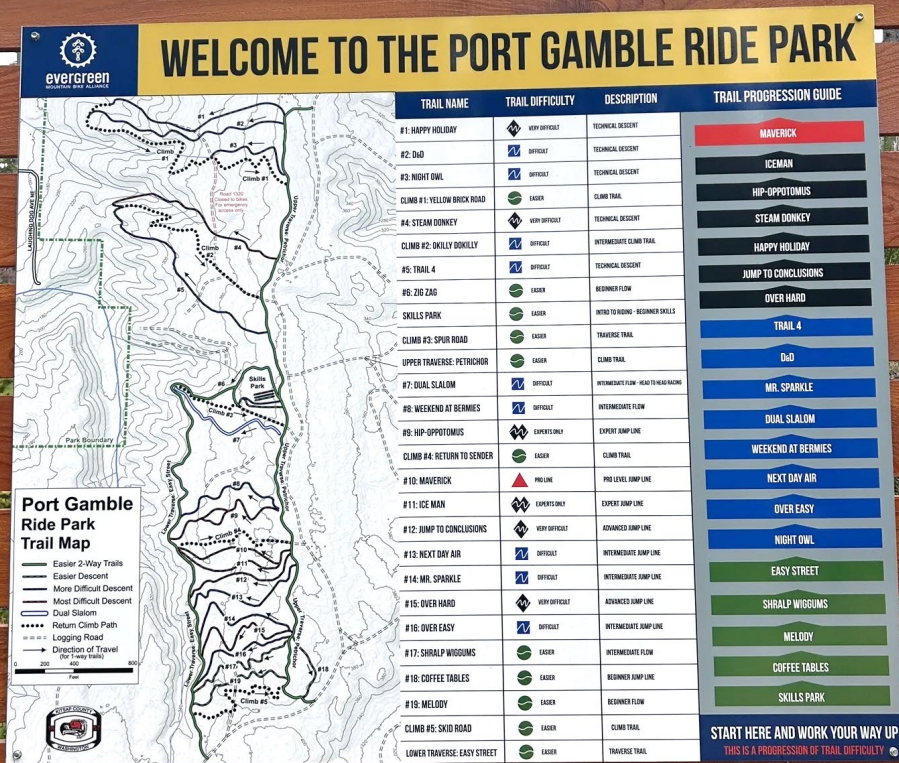
# Framework

## **COMPLETED\*** (*December 2022*)

- 93.3% dedicated to conservation and passive recreation.
- New trailheads, additional parking and other amenities related to the regional trail and Ride park proposed.
- New 33-acre education and recreation area adjacent to the Ride Park.
- \*Parks Department to contract for a wildlife utilization study in 2025, results to be incorporated into Framework







# Mountain Bike Ride Park

**COMPLETED** (June 2023)

- 3,000 annual visitors (estimated)
- 44 mountain bike classes w/ 190 participants
- 1,426 volunteer hours & 15 work parties since 2023
- 4 events in 2022/23/24
  - 2022 & 2023: West Fest Mountain Bike Festival (1000+ visitors)
  - 2023: West Sound Jump Jam (200+ visitors)
  - 2024: Hot Laps MTB Festival (700+ visitors)
- 2 events in 2025
  - Hot Laps MTB Festival (700+ anticipated visitors)
  - West Sound Jump Jam (200+ anticipated visitors)

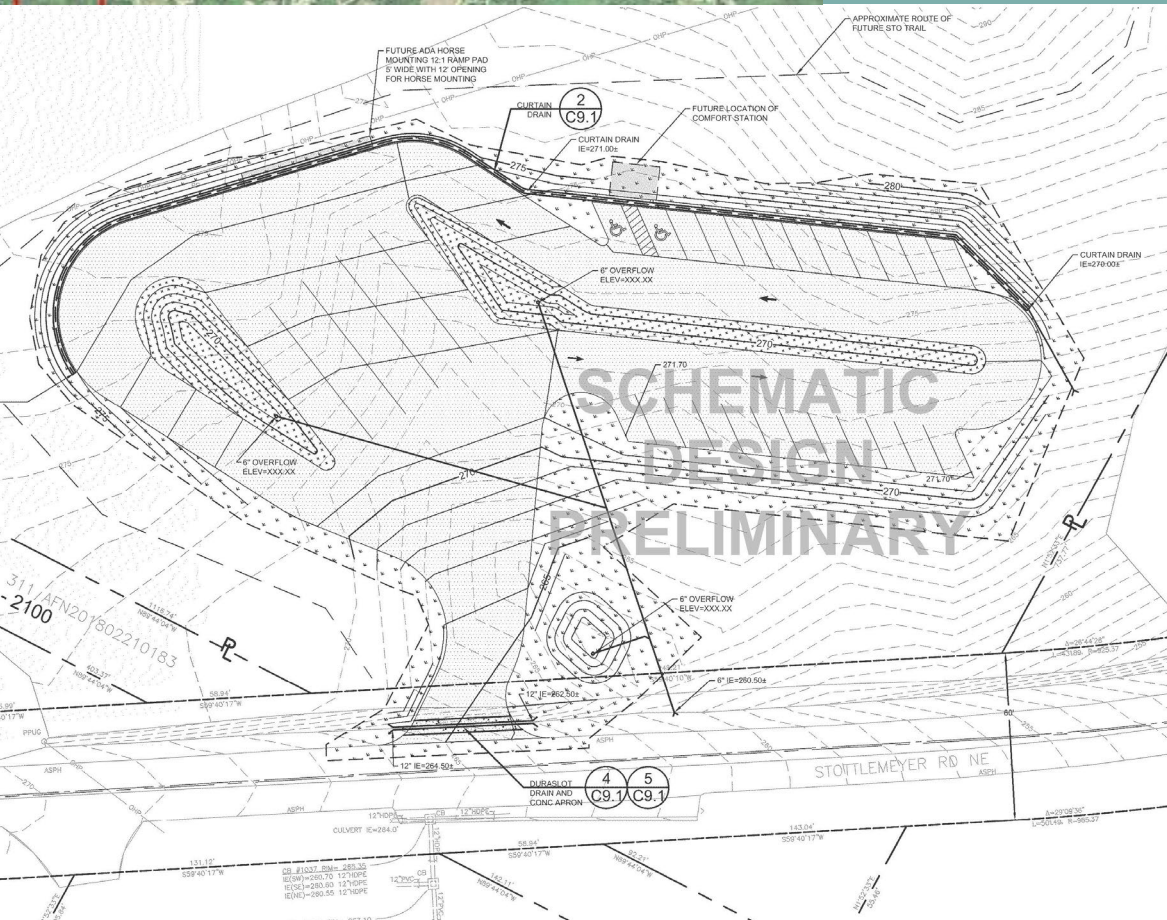
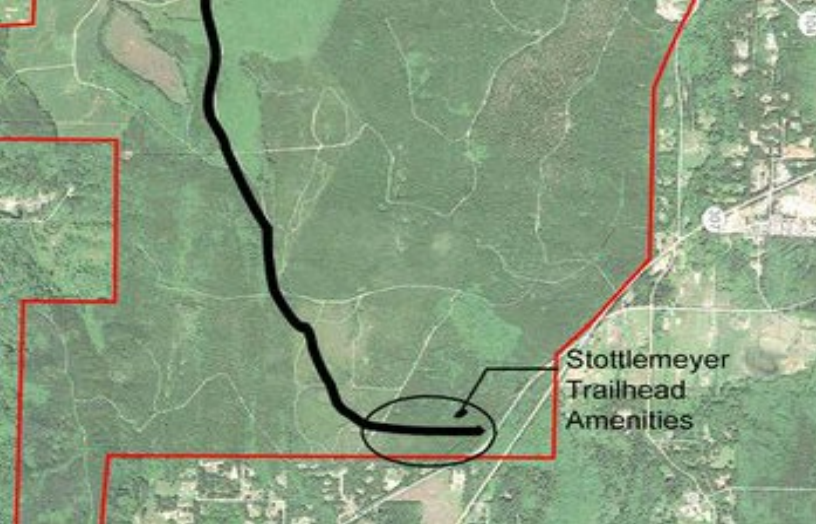




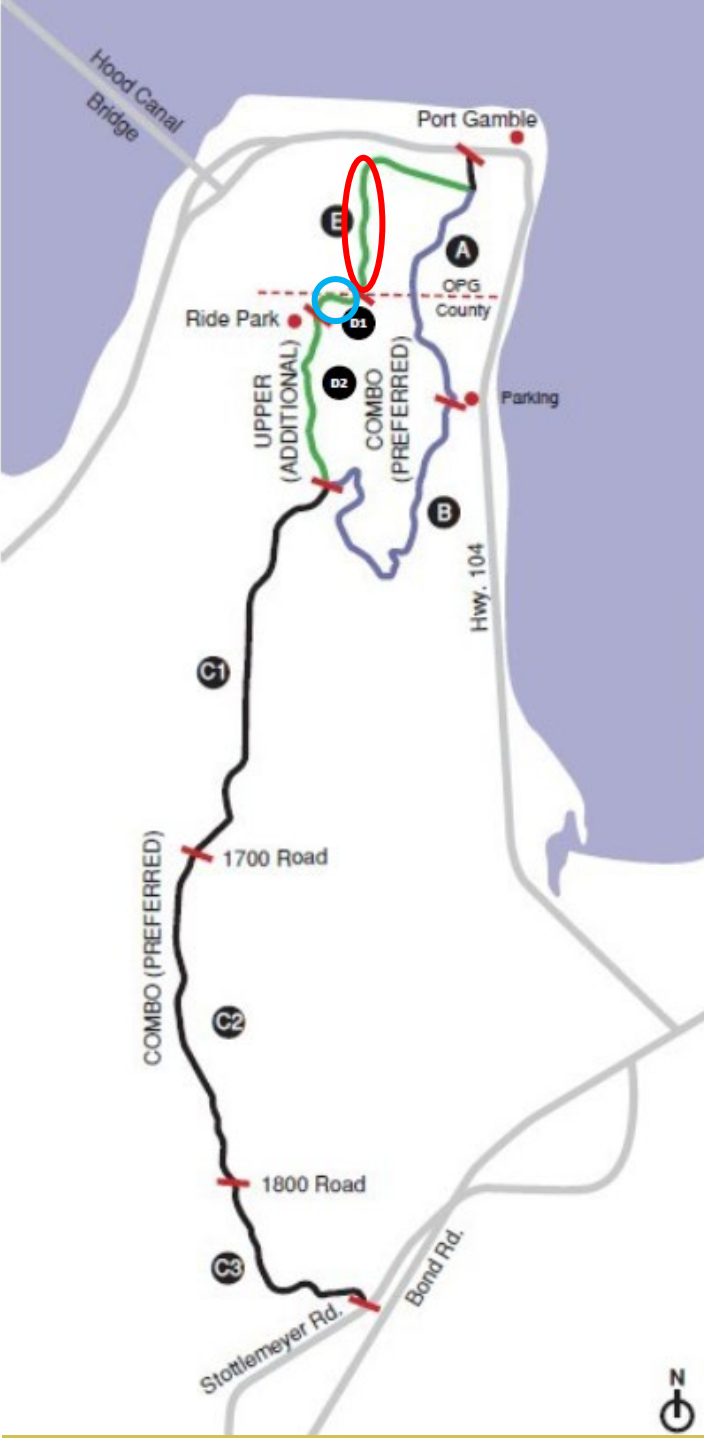
# Stottlemeyer Trailhead

**COMPLETED** (April 2024)

- 25 car and 5 equestrian parking stalls
- Future area for restroom facility
- Future area for equestrian mounting ramp to assist ADA and other needs







# Regional Trail (STO)

- Design and permitting for northern trail segments
- Focus shifted away from segments A & B when cost estimates increased to 3x 2019 estimate due to topography and needed mitigation to stream crossings
- Scope shifted to segment E & D which follows the newly constructed Carver Drive at the North Gateway park entrance
  - Segment E (red circle): **COMPLETED** (September 2024)
  - Segment D1 (blue circle): **TARGETED COMPLETION** by October 2025
  - Segments D2 and C1-3: projects are in Public Works' Transportation Improvement Plan but require grant funding and Commissioner direction, which is intended to happen in the future

# North Gateway (Ride Park) Trailhead & Parking Lot

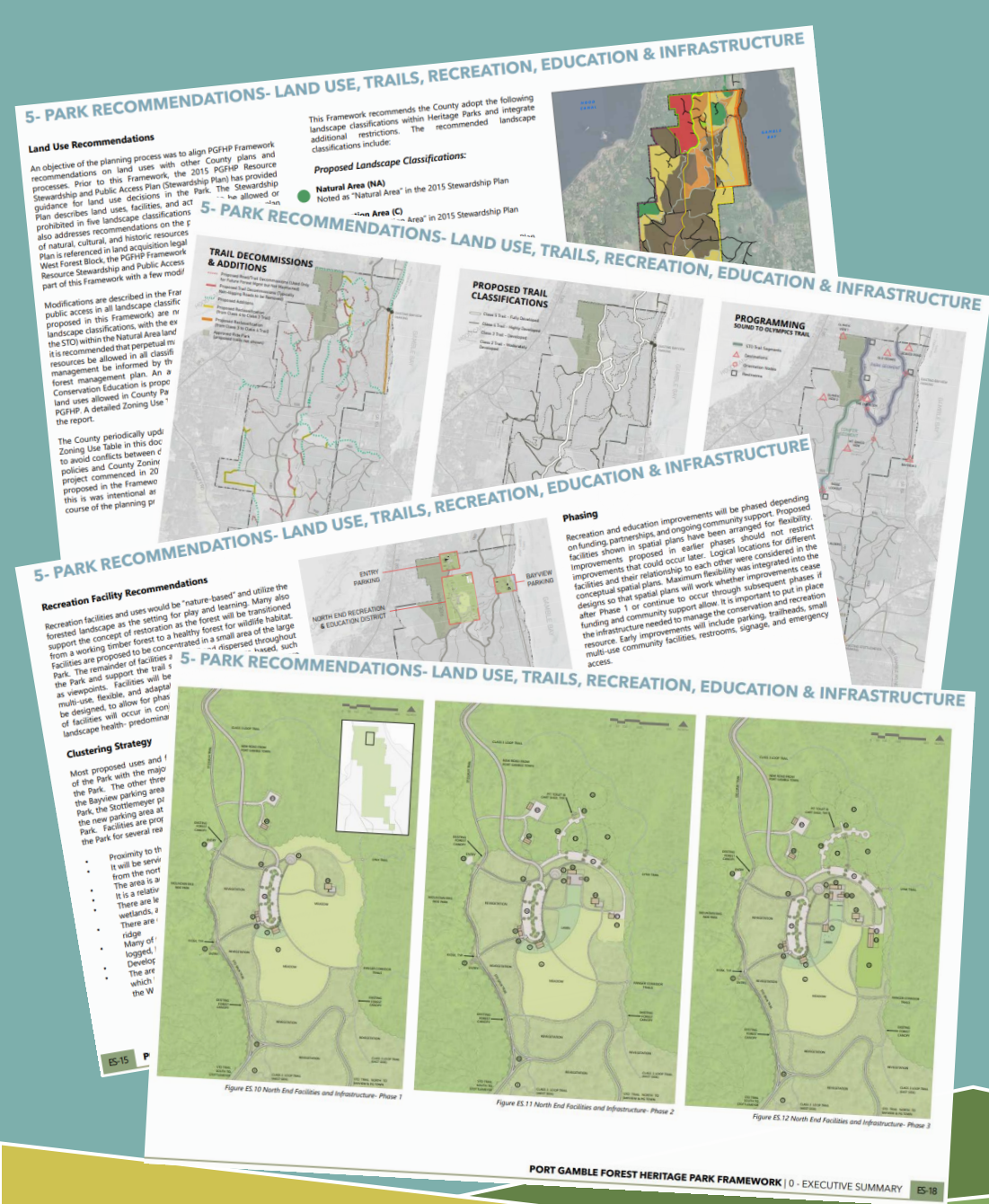
- Construction to begin on July 7, 2025
- Completion is anticipated by October 2025
- 75 Vehicle Stalls
- Vault Bathroom
- Trail extension from Carver Drive to parking lot
- **TARGETED COMPLETION** *by October 2025*





# Next Steps

- Stage 1 - Complete
  - Acquisition
- Stage 2 - Completion by end of 2025
  - Framework Plan
  - Mountain Bike Ride Park
  - North Trailhead/Parking Lot
  - South Trailhead/Parking Lot
  - Regional Trail (design & permitting)
- Stage 3 - TBD
  - Regional Trail (construction)
  - Framework Recommendations (scoping & design)
- Stage 4 - TBD
  - Regional Trail (construction)
- Stage 5 - TBD
  - Framework Recommendations (construction)









Thank You!!





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# GENERAL INFORMATION

## INTRODUCTION

The purpose of these Board of Director Policies is to outline guidelines and procedures for the Board of Directors and the staff of KPFD in their roles and responsibilities. These policies aim to establish a framework that ensures effective governance, transparent decision-making, and accountability in the stewardship of the state's resources. These policies will serve as a guiding document for the Board of Directors in their commitment to upholding the mission and values of KPFD while creating economic development and ensuring efficient use of public and private monies.

## BOARD POLICIES

### 1.0 COUNTY POLICIES

#### 1.1 Ethics and Appearance of Fairness

##### PURPOSE

Public confidence of the citizens of Kitsap County in the operation of KPFD is built on integrity. As a Board Member, you are expected to uphold a high ethical standard. KPFD is committed to conducting its business in a fair, open, and accountable manner. Public confidence in KPFD is essential and must be sustained by establishing and enforcing rules to ensure the impartiality and honesty of KPFD's Board of Directors and employees in funding community projects.

Using a public position for private gain is improper and illegal. Similarly, actions benefiting close relatives are prohibited. There are penalties for violations of state ethics statutes.

##### CONFLICTS OF INTEREST

It is extremely important that Board Members avoid conflicts of interest or even the appearance of conflicts of interest.

The following are examples of Conflicts of Interest:

- Directing project contracts to a business or county in which you or your family members have an employment or financial interest.
- Using confidential information for private investments.
- Accepting gifts or favors in exchange for project funding rulings.
- Obtaining personal favors from employees.
- Accepting favors for disclosure of confidential information.
- Engaging in outside employment which assists non-governmental entities in their quests for state business.

Board Members can avoid conflict of interest issues by being aware of and adhering to statutory restrictions, using good judgment, and being fair and equitable in decision-making.

See **Section 2.0 – CONFLICT OF INTEREST** and [APPENDIX J: CONFLICT OF INTEREST](#) for detailed policy information.



## **CONFIDENTIAL INFORMATION**

Almost all of the operations of KPFD are considered public information, but some are not. The confidential business of KPFD should not be discussed with anyone who does not need to be consulted with or made aware of the confidential information to further KPFD's interests.

Even if the information is subject to public disclosure, Board Members may not independently disclose such information. In addition, Board Members may not access or use confidential information for any private purpose.

See **RCW 42.23.070** for more information, referenced in [APPENDIX G: REFERENCE GUIDE – RCWs](#) section.

## **ACCEPTING OFFERINGS**

KPFD Board Members must not directly or indirectly give or accept or agree to accept any compensation, gift, reward, or gratuity in the course of their work responsibilities from any source.

See **RCW 42.23.070 (“Prohibited Acts”)** and the [MRSC Website](#) for more information, referenced in [APPENDIX G: REFERENCE GUIDE – RCWs](#) section.

## **POLITICAL ACTIVITIES**

KPFD Board Members have the same right to campaign in support of, or in opposition to, a candidate or a ballot proposition as any other citizen. Regardless of funding source, no public funds and facilities may be used, nor may a Board Member campaign on KPFD time or while representing KPFD in any way.

See **RCW 42.52.180** for additional information.

Examples of prohibited activities include, but are not limited to:

- Using KPFD stationery, letterhead, postage or copying equipment to prepare and mail campaign literature.
- Publishing a statement supporting a candidate in any KPFD correspondence.
- Campaigning by KPFD employees on KPFD time.
- Using KPFD facilities and equipment to make calls in support of a candidate at any time.
- Holding campaign meetings in KPFD's office.

For additional information on provisions of the state ethics law, visit the [Washington State Executive Ethics Board](#) website.

## **1.2 Anti-Discrimination Policy**

It is KPFD's goal to create, foster, and maintain an atmosphere of non-discrimination in all Board and personnel-related matters. This commitment will be supported by the positive, practical efforts of all county employees.

It is the intent of Kitsap County and KPFD that all employees work in an environment free from discrimination and harassment by any member of the Board or employee for any reason. Discriminatory conduct in any form undermines morale and the integrity of all relationships and interferes with the productivity of the group.

If you feel you may be the subject of discrimination or harassment, you may contact the Board Chair or Executive Director. Any reports of discrimination or harassment will be examined impartially and



resolved promptly.

### **1.3 Workplace Violence Policy**

As the safety and security of our Board Members, employees, contractors, and the general public are in KPFD's best interest, KPFD is committed to working to provide a work environment free from violence, threats of violence, harassment, intimidation, and other disruptive behavior.

#### **ZERO TOLERANCE**

Kitsap Public Facilities District has a zero-tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to employees, Board Members, and non-employees such as contractors, applicants, the public, and Public Agencies.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

#### **PROHIBITED CONDUCT**

Violence, threats, harassment, intimidation, and other disruptive behavior in our workplace will not be tolerated, and all reports of incidents will be taken seriously and will be dealt with in accordance with this policy.

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on KPFD's property or while performing our business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

#### **REPORTING INCIDENTS OF VIOLENCE**

Every Board Member is responsible for implementing this policy effectively and for maintaining a safe working environment. Do not ignore violent, threatening, harassing, intimidating, or other disruptive behavior.

Any person who observes or experiences any such behavior on KPFD premises that compromises our ability to maintain a safe work environment, whether they are a KPFD employee or not, should report it immediately to the Executive Director, who will report them directly to the Board Chair.

The KPFD Board of Directors may hire an independent third-party to complete a thorough independent investigation into any claim. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

**PLEASE NOTE:** *Threats or assaults that require immediate attention by police should be reported first to law enforcement by calling 911.*

## **VIOLATIONS**

Violations of this policy may result in removal from the premises, disciplinary action up to and including removal from the Board of Directors, and may also lead to criminal charges.

## **RETALIATION**

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you may be subject to removal from the Board of Directors. If you believe you have been wrongfully retaliated against, immediately report the matter to the Executive Director, who will then promptly inform the Board Chair.

### **1.4 Anti-Harassment Policy**

KPFD is committed to maintaining a respectful, inclusive, and harassment-free environment. This policy outlines expectations for conduct and procedures for reporting and addressing any form of harassment involving Board Members, employees, or affiliated individuals.

## **POLICY AGAINST WORKPLACE HARASSMENT**

KPFD has a zero-tolerance policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older, per se harassment), race (including traits historically associated or perceived to be associated with race, which include, but are not limited to, hair texture and protective hairstyles such as afros, braids, locks, and twists), color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability (including obesity), genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

For additional information visit the MRSC website about [Harassment in the Workplace](#).

## **SEXUAL HARASSMENT**

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of **sexual harassment**:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;

- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to us or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

## **OTHER HARASSMENT**

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age (40 and older), race (including traits historically associated or perceived to be associated with race, which include, but are not limited to, hair texture and protective hairstyles such as afros, braids, locks, and twists), color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability (including obesity), genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute **workplace harassment**:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

## **REPORTING DISCRIMINATION AND HARASSMENT**

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify the Executive Director, who will report them directly to the Board Chair.

The KPFD Board of Directors may hire an independent third-party to complete a thorough independent investigation into any claim. The Board may depend on the third-party investigatory agent to advise the Board on the appropriate action to take, where they find a claim has merit. To the extent possible, KPFD will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

## **VIOLATIONS**

Discipline for violation of this policy may include removal from the Board of Directors. If the third-party investigatory agent determines that harassment or discrimination occurred, corrective action will be taken by the Board, to effectively end the harassment. As necessary, KPFD may monitor any incident of harassment or discrimination to ensure that the inappropriate behavior has stopped.

## **RETALIATION**

Kitsap Public Facilities District prohibits retaliation against Board Members who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment. In all cases, the KPFD Board of Directors will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation. If you believe you have been wrongfully retaliated

against, immediately report it to the Executive Director, who will then promptly inform the Board Chair.

## **1.5 Whistleblower Policy Statement**

The Washington State Legislature has enacted legislation, referred to as the Whistleblower Protection Act, to protect local government representatives who, in accordance with the provisions of the Act, report improper governmental actions. KPFD has adopted a policy based on the provisions of the Whistleblower Protection Act.

For full details regarding the protections afforded by KPFD's Whistleblower policy as well as the procedures to be followed when reporting improper governmental actions, refer to [APPENDIX H: WHISTLEBLOWER POLICY](#) for detailed policy information.

## **1.6 Accommodations Policies**

In addition to the Open Public Meetings Act (OPMA), the Americans with Disabilities Act (ADA) sets criteria for accessibility and accommodation. Under the ADA, people who have disabilities have a right to an equal opportunity for effective participation in the activities of boards and commissions, whether as appointed members or as members of the public.

### **ACCESSIBLE LOCATIONS AND COMMUNICATIONS**

- Meetings and other Board-sponsored activities shall be held in accessible locations for wheelchairs, scooters, or other mobility assistance devices or equipment, except in extraordinary or emergency circumstances in which case the meeting shall have a remote access component.
- Qualified sign language interpreters, materials in accessible formats such as Braille, large print and tape, and other forms of auxiliary aids for effective communications should be provided upon request, within reason and reasonable advance notice.
- Reasonable modifications should be made to policies or procedures, including travel reimbursement policies for members of Boards, whenever such a policy or procedure creates a barrier to the full and equal participation of a person who has a disability.

Like all Washington state government entities, boards and commissions, KPFD is required to comply with the Americans with Disabilities Act (ADA). In doing so, KPFD shall:

- Provide notice on a regular basis to employees, members, participants, other interested individuals and the public of the protections against discrimination on the basis of disability provided under the ADA.
- Ensure the Executive Director has reviewed the applicable ADA standards.
- Ensure that KPFD's office facilities generally meet ADA requirements.
- Ensure that if a member of the public or a Board member is unable to reasonably access the office, the Executive Director will, to the extent possible, arrange an alternative, more accessible location for the meeting.
- Hold Board meetings in ADA-compliant facilities to the greatest extent practicable; if that is not possible, remote access to the meeting shall be provided.
- Ensure that its website remains ADA compliant, and if found to be noncompliant, shall bring it into compliance within ninety (90) days of discovery.
- Direct the Executive Director to periodically monitor and review updates to ADA requirements to ensure ongoing compliance.



## 1.7 Drug | Alcohol | Tobacco Policy Statement

KPFD is committed to maintaining a safe and healthy environment for its Board Members, employees, and interested individuals. As such, KPFD adheres to the Kitsap County Drug and Alcohol Policy, which prohibits the unlawful manufacture, distribution, possession, or use of controlled substances and alcohol in the workplace or while conducting District business.

The full policy can be found here: [Kitsap County Drug and Alcohol Policy](#).

KPFD also follows Kitsap County's Tobacco Policy as outlined in the **Personnel Manual, Chapter 2, Section H**, which restricts tobacco and nicotine use—including vaping—on county property and in any location where official business is conducted.

## 2.0 CONFLICT OF INTEREST

### 2.1 Policy Statement

*This section serves as guiding principles for the Kitsap Public Facilities District's Conflict of Interest Policy, with the comprehensive, approved, and adopted policy available, with the Annual Conflict of Interested Statement, found in [Appendix I](#), to be acknowledged and signed by each Board Member in July of each year.*

The **Board Resolution 03-2010** passed by the Board of Directors on August 23, 2010, approved and adopted a Conflict of Interest Policy for KPFD.

With this Resolution, the Board of Directors seeks to avoid any appearance of a Conflict of Interest in any of their considerations or decisions, and to assure a positive public presentation of all activities, actual and implied, affecting the KPFD.

### 2.2 Definitions

**Conflict of Interest:** A conflict of interest arises when a Board member or a member of their family has an existing or potential interest that could compromise their independent judgment or provide them with a material benefit from confidential information belonging to KPFD. Family members include spouses, parents, siblings, children, and any others living in the same household.

**Conflicts of Interest Questionnaire:** Questionnaire document(s) approved by the KPFD Board of Directors designed to facilitate written disclosure of existing or potential Conflicts of Interest.

**Official Relationship:** A person has an Official Relationship if is serving as an elected official; officer; director; employee; partner; proprietor; or owner of 10% or more of the stock of an entity that does business with KPFD.

**Fiduciary Responsibility:** Fiduciary responsibility refers to the legal and ethical obligation of Board members to act in the best interests of KPFD, assuming a fiduciary duty to prioritize KPFD's welfare above personal interests or external influences. This duty encompasses the obligation to exercise care, loyalty, and good faith in decision-making processes, to avoid conflicts of interest, and to act prudently and responsibly in managing the organization's resources and affairs and requires Board members to act with integrity, transparency, and accountability, ensuring that their actions align with the KPFD's mission, goals, and values while upholding legal and regulatory requirements.

**Financial Interest:** A person has a Financial Interest if the person has, directly or indirectly, through

business, investment, or family:

- A. An ownership or investment interest, or an employment relationship or other compensation arrangement, in or with any entity or individual with which KPFD has entered into a transaction or arrangement;
- B. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which KPFD is negotiating a transaction or arrangement;
- C. Other examples of a financial interest may include but are not limited to:
  - Having an ownership interest in a vendor with which KPFD does business;
  - Using KPFD resources for other than public facilities-related activities;
  - Receiving any gifts or any remuneration from third parties dealing with KPFD;
  - Owning an interest in any real estate, securities, or property KPFD is considering funding;
  - Making use of confidential information that benefits an individual Board member, employee, or relative; and
  - Doing business with an Interested Person's family member or business partner.

***Potential Conflict of Interest:*** A potential conflict of interest exists when personal or financial interests may, at some time in the future, influence professional judgment or decision-making.

See [APPENDIX I: CONFLICT OF INTEREST](#) for more detailed information.

## 2.3 Project Determination

KPFD Board Members are stewards of public funds and must avoid any action that could compromise, or appear to compromise, the integrity and transparency of the funding process. Each Board Member is expected to serve the public interest with impartiality and integrity, regardless of the jurisdiction from which they were appointed.

To maintain transparency, fairness, and public trust, the following standards outline the ethical obligations of KPFD Board Members when reviewing, discussing, or voting on projects:

- **Duty of Impartiality:** Board Members are obligated to evaluate all projects on their merits, guided by KPFD's established criteria and in alignment with its mission,
- **Disclosure:** Board Members must disclose any affiliations, prior involvement, or personal, professional, or financial interests. Disclosures must be made to the Board Chair and recorded in the meeting minutes prior to any discussion or deliberation.
- **Recusal:** If a Board Member has any affiliation, interest, or role that may present a Conflict of Interest or create the appearance of impropriety, they must recuse themselves. This recusal shall be documented in the official meeting record. Board Members must recuse themselves in the following situations:
  - Participating in any discussion or deliberation regarding the project.
  - Voting on any matter related to the project's advancement or funding.

These standards help preserve the integrity of KPFD's decision-making process and reinforce the Board's commitment to responsible public service.

## APPENDICES

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## **APPENDIX G: REFERENCE GUIDE – RCWs & RESOLUTIONS**

This Revised Code of Washington (RCW) and Resolutions Reference Guide provides essential information on the relevant RCWs, and Resolutions passed by the Board of Directors that regulate KPFD's operations.

**NOTE:** This section will be updated in the first quarter of every year, to ensure the accuracy of Resolutions passed by the Board of Directors the previous year.

### **RCWs**

#### **4.96 – Actions Against Political Subdivisions, Municipal, and Quasi-Municipal Corporations**

- **4.96.020**: Tortious conduct of Local Governmental Entities and their Agents

#### **36.100 – Public Facilities Districts**

- **36.100.020**: Governance – Board of Directors

#### **39.34 – Interlocal Cooperation Act**

- **39.34.010**: Declaration of Purpose
- **39.34.020**: Definitions

#### **42.23 – Code of Ethics for Municipal Officers – Contract Interests**

- **42.23.010**: Declaration of Purpose
- **42.23.020**: Definitions

#### **42.30 – Open Public Meetings Act (OPMA)**

- **42.30.010**: Legislative Declaration
- **42.30.020**: Definitions
- **42.30.030**: Meeting declared Open and Public
- **42.30.035**: Minutes
- **42.30.080**: Special Meetings

#### **42.52 – Ethics in Public Service**

- **42.52.130**: Honoraria
- **42.52.140**: Gifts
- **42.52.150**: Limitations on Gifts
- **42.52.170**: Giving, Paying, Loaning, etc., any thing of Economic Value to State Employees

#### **42.56 – Public Records Act (PRA)**

- **42.56.010**: Definitions
- **42.56.070**: Documents and Indexes to be made Public – Statement of Costs
- **42.56.120**: Charges of Copying
- **42.56.150**: Training – Local Elected and Statewide Elected Officials
- **42.56.152**: Training – Public Records Officers
- **42.56.520**: Prompt Responses Required
- **42.56.580**: Public Records Officers



### **43.03 – Salaries and Expenses**

- **43.03.220**: Compensation of Members of Part-Time Boards and Commissions – Class One Groups

### **43.09 – State Auditor**

- **43.09.2855**: Local Governments – Use of Credit Cards

## **BOARD RESOLUTIONS**

The following KPFD Board of Director’s Resolutions are specific to what is referenced in this Handbook.

For the full list of Resolutions, see KPFD’s website, under [KPFD Supporting Documentation](#) – KPFD Resolutions.

- **Kitsap County Resolution 093-2000**: Creating a Public Facilities District and Providing for Appointment of Members to the District
- **Kitsap County Resolution 139-2000**: Establishing the Terms and Duties of the Kitsap County Public Facilities District Board of Directors
- **06-2003**: Appoint KPFD Treasurer as Auditing Officer
- **01-2004**: Endorsement & Co-Sponsorship Policies for the KPFD
- **01-2006**: Authorizing Board Chair, Vice-Chair, or Treasurer to Approve Invoices Prior to Regular Board Meeting
- **05-2006**: Payment of Expenses of Food & Beverages for Public Meetings
- **03-2010**: Establish Conflict of Interest Policy
- **02-2017**: Establish a Public Records Act Policy
- **02-2018**: Agent of Service
- **04-2022**: Establish KPFD Business Credit Card Policy
- **03-2024**: Appointment of KPFD Investment Officer
- **04-2024**: Appointment of KPFD Public Records Officer
- **05-2024**: Executive Director Voucher Approval Level

## APPENDIX H: WHISTLEBLOWER POLICY

Adopted [Date]

Kitsap Public Facilities District (KPFDD), an independent municipal corporation, will investigate complaints of fraudulent or dishonest use or misuse of KPFDD's resources or property by Directors, Officers, staff, or any other agents of KPFDD. Any person found to have engaged in fraudulent or dishonest conduct will be subject to corrective action and may face civil action or referral to criminal prosecution if the conduct warrants such action.

### 1. DEFINITIONS

- a. **Baseless Allegations:** allegations made in bad faith or with reckless disregard for their truth or falsity.
- b. **Fraudulent or Dishonest Conduct:** a deliberate act or failure to act with the intention of obtaining an unauthorized benefit (collectively referred to as "misconduct"). Examples of such misconduct include, but are not limited to:
  - Forgery or alteration of documents;
  - Unauthorized alteration or manipulation of computer files;
  - Fraudulent financial reporting;
  - Pursuit of a benefit or advantage in violation of KPFDD's Conflict of Interest policy;
  - Misappropriation or misuse of KPFDD's resources, such as funds, supplies, or other assets;
  - Authorizing or receiving compensation for goods not received or services not performed; or
  - Authorizing or receiving compensation for hours not worked or failing to account for unworked (but paid) hours as vacation, sick leave, or other paid time off.
- c. **Complainant:** a Board member or employee who informs the Executive Director (ED) or the Board Chair about conduct which that person in good faith believes to be fraudulent or dishonest.

### 2. REPORTING POSSIBLE FRAUDULENT OR DISHONEST CONDUCT

All members of KPFDD's Board are encouraged to report possible fraudulent or dishonest conduct.

Board members must report such concerns to the ED. If for any reason a Board member it difficult to report a concern to the ED, they must report it directly to either the Board Chair or Vice-Chair.

Non-employees should report their concerns to either the ED or the Board Chair.

### 3. RIGHTS AND RESPONSIBILITIES OF COMPLAINANTS

#### a. Complainants

Complainants are responsible for being candid and providing all known information regarding suspected misconduct to the investigator who is designated to look into the complaint.

Investigations may not proceed if the complainant refuses to be interviewed by the investigator or refuses to provide further information regarding the complaint.

Complainants should not conduct investigation activities themselves, nor do they have the right to participate in investigation activities, unless requested by the investigator.

Complainants must refrain from obtaining evidence relating to a complaint for which they do not have a right of access. Such improper access may itself be misconduct and may result in corrective action.

Complainants should also refrain from discussing the investigation or their testimony with those not connected to the investigation.

A person who is concerned about suspected misconduct:

- Should not contact the person suspected in order to investigate the matter or demand restitution;
- Should not discuss the suspected misconduct with anyone other than the ED, the Board Chair, KPFD's legal counsel, or a duly authorized law enforcement officer;
- Should direct all inquiries from an attorney retained by the suspected individual to KPFD's ED and legal counsel; and
- Should direct all inquiries from the media to the ED, the Board Chair, or KPFD's legal counsel.

#### **b. Persons Interviewed in Investigations**

Any person who is not a complainant, but who is interviewed as part of an investigation, is expected not to discuss the nature of the evidence or any testimony given in the investigation except with the investigator, or unless otherwise authorized by the investigator.

#### **c. Executive Director**

The Executive Director (ED) is responsible for maintaining systems of management control which detect and deter fraudulent or dishonest conduct.

Failure by the ED to establish and monitor such controls, or failure to report misconduct within the scope of this policy may result in corrective action against the ED, up to and including dismissal.

The Board Chair is available to assist the ED in establishing systems and recognizing misconduct.

KPFD shall maintain files of investigations undertaken under this policy for six (6) years after the date of the final determination of the matter. If complaints of misconduct under this policy are oral, the ED or the Board Chair who receives the complaint shall memorialize the substance of the complaint in writing and include that summary in the investigation file. Access to the investigation file should be limited to the investigation team and KPFD's legal counsel.

Reasonable care should be taken in dealing with suspected misconduct to avoid:

- Baseless allegations;
- Premature notice to persons suspected of misconduct and/or disclosure of suspected misconduct to others not involved in the investigation; or
- Violations of a person's rights under law.

## **4. NO RETALIATION**

KPFD will protect complainants who in good faith report suspected fraudulent or dishonest conduct as follows:

- KPFD will use best efforts to protect complainants against retaliation. It cannot guarantee confidentiality, however, and there is no such thing as an "unofficial" or "off the record" report.



- KPFD will keep the complainant's identity confidential to the extent practical. Confidentiality may not be maintained where:
  - (1) the person agrees to be identified or otherwise self-discloses the person's identity;
  - (2) identification is necessary to allow KPFD or law enforcement officials to investigate or respond effectively to the complaint;
  - (3) identification is required by law; or
  - (4) the person accused of violating this policy is entitled to the information as a matter of legal right in disciplinary proceedings.
- KPFD Board members may not retaliate against a complainant with the intent or effect of taking an adverse personnel action.
- Adverse personnel actions may include, but are not limited to, workplace discipline, termination, or reductions in compensation.
- A complainant who believes that they have been retaliated against must report such action to either the ED or the Board Chair.
- A proven complaint of retaliation shall result in a proper remedy for the person harmed and disciplinary action against the retaliating person.
- This protection from retaliation is not intended to prohibit KPFD from taking action.
- Complainants must be cautious to avoid baseless allegations (as defined above). It is improper for any person intentionally to make baseless allegations and any such action may be subject to corrective action.
- A complainant's right to protection from retaliation does not extend to immunity from any action that arises from the complainant's complicity in the matters that are the subject of the complaint or ensuing investigation.

# APPENDIX I: CONFLICT OF INTEREST

## POLICY

*Approved and Adopted by Resolution 03-2010 on August 23, 2010*

### INTRODUCTION

It is the policy of the Kitsap Public Facilities District (“KPF”) to establish a written statement of policies and procedures relating to conflicts of interest, consistent with Washington law and with common standards of ethical behavior.

As a general matter, the duty of loyalty to an organization requires its board members to exercise their powers and duties in the interest of the organization and not in their own interest or the interest of another person, entity or organization. Conflicts of interest are not necessarily illegal, although in some cases they may be so. Nor are they necessarily a reflection of the integrity of a board. People who are asked to or volunteer to serve on boards are often active in community affairs and have many established relationships which are part of who they are.

While **RCW Chapter 42.23** establishes a statutory Code of Ethics for Municipal Officers relating to certain potential conflicts of interest between a municipal officer’s personal interests and contracts of the municipal entity, the range of possible conflicts is broader than those listed in **RCW 42.33** and is often hard to define with precision.

KPF Board Members may from time to time have interests in conflict with those of the KPF. Board Members need to be conscious of the potential for such conflicts, and act with both candor and care in dealing with conflicts of interest. In furtherance of, and as a supplement to the Code of Ethics for Municipal Officers, the Board of Directors KPF adopts the policy set forth herein (“Policy”). Notwithstanding the use of the word “Board Member,” this policy is applicable to the Board of Directors and to all Executive Staff of KPF.

### GENERAL POLICY STATEMENT

A conflict of interest can arise whenever a Board Member or a member of his or her family: (1) has an existing or potential interest which impairs or might appear to impair his or her independent judgment in the discharge of responsibilities to KPF or (2) may receive a material benefit from knowledge of information which is confidential to KPF. The family of an individual includes his or her spouse, parents, siblings, children and any others living in the same household.

As used in this Policy, the term conflict of interest means either an actual or potential conflict of interest, unless specifically indicated otherwise. While it is difficult to precisely define what might be considered a conflict of interest in each and every situation, for purposes of this Policy, the following circumstances should be considered as a conflict of interest:

1. Official relationship\* with a bank or other financial services business with which KPF regularly does business.
2. Official relationship\* with suppliers of goods or services to KPF.
3. Official relationship\* with insurance agents or carriers doing business with KPF.
4. Official relationship \* with a partner (City, County, or School District) in one of the KPF projects.

## 5. Family relationships with KPF D employees.

Board Members have a fiduciary obligation to KPF D in connection with their service in such capacities. At all times they shall act in a manner consistent with this fiduciary obligation and shall exercise particular care that no detriment to the interests of KPF D (or appearance of such detriment) may result from a conflict between those interests and any personal interests which the individual Board Member may have.

*(\*Note: In this context, “official relationship” means serving as an elected official; officer; director; employee; partner; proprietor; or owner of 10% or more of the stock, of an entity which does business with KPF D.)*

### **ANNUAL DISCLOSURE STATEMENT OF CONFLICTS**

Each person subject to the Policy shall file a statement in July of each year; (or for an Executive Staff member, at the time of their hire and thereafter in July) to be kept in the KPF D office setting forth any conflicts of interest which might be expected to occur within the following year. The statement shall disclose as fully as possible the nature of any conflicts and the nature of the person’s interest in the potential transactions, and all statements which anticipate conflicts of interest shall be circulated to members of the Board of Directors. Each person subject to the Policy shall agree to answer any questions about conflicts that Board members may have.

### **CONFIDENTIALITY POLICY**

All information concerning conflicts of interest on persons subject to this Policy shall be held in confidence unless the best interests of KPF D dictate otherwise. Any disclosure beyond the members of the Board of Directors and Executive Staff shall take place only upon majority vote of the Board of Directors.

### **PROCEDURE FOR PARTICULAR CONFLICTS OF INTEREST**

If a person subject to the Policy believes that he or she may have a conflict of interest with respect to any particular transaction, he or she shall promptly and fully disclose the potential conflict to the Board Chair and Vice-chair.

- A. If the Chair and Vice-chair determine that there is in fact a conflict with respect to a Director or Executive Staff, the conflict shall be reported to the full Board, and the affected Directors/staff shall agree to answer any questions about the matter that other Board members may have. If the particular transaction requires a vote of the Board, or of one of its committees, the affected Director shall not be counted for purposes of a quorum, unless that person or persons’ attendance is necessary for a quorum, nor shall he or she have a vote on the matter. The minutes shall reflect the fact the Director did not participate in the discussion and did not vote on the issue.
- B. If the Chair and Vice-chair determine that there is in fact a conflict concerning a particular transaction with respect to a person subject to the Policy, they shall exercise their best judgment about the appropriate course to follow, which may include:
  - 1) approval of the transaction despite the conflict if they are reasonably certain that the best interests of KPF D will be served thereby, or
  - 2) referral of the issue to the appropriate committee of the Board of Directors or to the full Board for a decision, or
  - 3) referral of the issue to legal counsel for advice, except that in all cases wherein the Chair and Vice-chair determine that there is in fact a conflict of interest concerning a particular transaction involving a Director of the KPF D, the full Board shall be notified of the resolution



of the issue and the affected Director/staff shall agree to answer any questions about the matter that the Board members may have.

- C. If the Chair and Vice-chair determine that there is no conflict of interest with respect to a particular transaction involving a Director or Executive staff, they need not notify the Board of Directors, but the Secretary of the Board shall keep a record of the decision which shall be available to Board members upon request.
- D. In any case in which the potential conflict with respect to a particular transaction involves either the Chair or the Vice-chair, the affected party shall notify the other through the Secretary of the Board, and the conflict shall then be report to the full Board, and the Chair or Vice-chair shall agree to answer any questions about the matter that other Board Members may have. If the particular transaction requires a vote of the Board, or one of its committees, the Chair or Vice-chair, whichever may have the conflict, shall not be counted for purposes of a quorum nor shall he or she vote on the matter. The minutes shall reflect the fact that the Chair or Vice-chair did participate in the discussion and did not vote on the issue.

## CONFLICT OF INTEREST QUESTIONNAIRE

**This Questionnaire should be completed only after a careful reading of KPFD's Conflict of Interest Policy. Specific DEFINITIONS can be found at the end of this Questionnaire.**

**PLEASE NOTE:** The KPFD Conflict of Interest Policy requires that this questionnaire be completed accurately on an annual basis.

The questionnaire should be updated during the year if circumstances change substantially. KPFD Directors, Committee Members, and employees are expected to be aware of all corporate, personal, and family business interests and relationships that may involve or relate to KPFD in any way. KPFD's Directors, Committee Members, and employees must openly and accurately reveal these interests and relationships to KPFD in this questionnaire; and must comply with all KPFD policies and requirements concerning ethics, conflicts of interest, and related matters.

If you are uncertain whether particular business interests or relationships involve the companies, organizations, and individuals with whom the KPFD has, or is considering, a relationship, please contact the ED, as appropriate, to review the matter. Upon request, KPFD can provide a list of the companies, organizations, and individuals with whom the KPFD has, or is considering, a relationship.

Thank you for your cooperation in providing accurate responses to the following questions.

**ALL INFORMATION PROVIDED BY YOU ON THIS FORM WILL BE TREATED AS CONFIDENTIAL AND WILL NOT BE DISCLOSED OR USED IN ANY MANNER OTHER THAN THE CONFLICT OF INTEREST PROCESS, if one should arise.**

Name of Interested Person: \_\_\_\_\_

Address: \_\_\_\_\_

Position Held with the Organization: \_\_\_\_\_

To the best of your knowledge, do you or a family member (that is, your spouse, parents, grandparents, children, or grandchildren, or any of their spouses) have an *Official Relationship* or hold a position as owner, officer, board member, partner, or employee of any business that has entered or may enter into an agreement with a *Public Agency* or *Public Partner* that has or may receive project funding from KPFD? (circle one)

Yes    No

Are you or your spouse an officer, board member, trustee, employee or voting member of any other Public Facilities District, *Public Agency* or *Public Partner*? (circle one)

Yes    No

If yes to either of the foregoing, provide the following information:

Business/ Organization(s):

With Which You are Associated

Position Held - By Whom

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**IF NO EXCEPTIONS  
PLEASE CHECK**

**1. FINANCIAL INTERESTS**

**No Exceptions (      )**

As defined in [Section 2.2](#) and the [Conflict of Interest Policy](#).

I have the following direct or indirect *Financial Interest* that may create a conflict of interest:

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**2. PRIVILEGED INFORMATION**

**No Exceptions (      )**

I have *Privileged Information* regarding the organization identified:

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**3. ANY OTHER CONFLICT OF INTEREST**

**No Exceptions (      )**

As defined in [Section 2.2](#) and the [Conflict of Interest Policy](#).

I am aware of the following other actual or potential conflict of interest:

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**AFFIRMATION:** The information I have provided in this questionnaire is true, accurate, and complete to the best of my knowledge. Should any information provided in my responses become incomplete or inaccurate, I understand that I am required and obligated to revise or supplement the information in a timely manner.

SIGNED: \_\_\_\_\_

DATED: \_\_\_\_\_

**DEFINITIONS:**

- ❖ *Official Relationship:* A person has an Official Relationship if is serving as an elected official; officer; director; employee; partner; proprietor; or owner of 10% or more of the stock of an entity that does business with KPFD.
- ❖ *Public Agency or Public Partner:* A governmental organization or entity that operates at the local or regional level and is responsible for providing public services, implementing public policies, and serving the interests of the community or the public at large. Specifically: City, County, Parks District, or Port District.
- ❖ *Privileged Information:* Privileged Information means information regarding another organization that you are required to keep confidential.



## ANNUAL CONFLICT OF INTEREST STATEMENT

*Approved August 23, 2010*

I, the undersigned, being a Director or Executive Staff member of Kitsap Public Facilities District (KPF), hereby state that to the best of my knowledge except as noted below:

1. I do not have an official relationship as defined in the Policy on Conflicts of Interest with any corporation, partnership, or association that transacts business with KPF.
2. I, as an individual, do not transact any business, directly or indirectly, with KPF.
3. No member of my family, as defined in the Policy of Conflicts of Interest, is in the employ of KPF or would come within in the meaning of No. 1 or No. 2 above.

List below any exceptions to the above statements:

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I agree that if any situations arise, of which I am aware, that in any way contradict the above statement, I will immediately notify the Chair and Vice-chair of the Board of any conflict, real or potential, and make full disclosure thereof. I have read the document entitled Kitsap Public Facilities District Policy of Conflicts of Interest adopted by the Board of Directors on July 26, 2010. I agree to answer any questions that the board may have with respect to any actual or potential conflict of interest, but I understand that all such information will be held in confidence by the members of the Board, unless the best interests of KPF dictate otherwise and a majority of the members of the Board of Directors votes in favor of further disclosure.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

### **For internal use and audit purposes only (please print):**

Full Name \_\_\_\_\_

Current or most recent Employer \_\_\_\_\_

Position/title \_\_\_\_\_

If retired, date of retirement \_\_\_\_\_

## ACKNOWLEDGEMENT OF RECEIPT AND REVIEW

By signing below, I acknowledge that I have received a copy of this Board of Director's Handbook and that I have read it, understand it, and agree to comply with it. I understand that KPFD has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, procedures, and benefits contained in the Handbook at any time with or without notice.

No statement or representation by KPFD, whether oral or written, can supplement or modify this Handbook. Changes can only be made if presented to and approved in a Resolution by the Board of Directors.

I also understand that any delay or failure by KPFD to enforce any rule, regulation, or procedure contained in the Handbook does not constitute a waiver on behalf of KPFD or affect its right to enforce such rule, regulation, or procedure in the future.

This Handbook supersedes any previous Handbook or policy statements, whether written or oral, issued by KPFD.

If I have any questions about the content or interpretation of this Handbook, I will contact the Executive Director or the Board Chair.

By signing this document, I understand that my signature signifies my agreement to comply with its contents.

---

SIGNATURE

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DATE

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PRINT NAME

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BOARD POSITION

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**WHEREAS**, District funding is subject to an independent financial feasibility review prior to the issuance of any indebtedness or the long-term lease, purchase, or development of a regional facility pursuant to RCW 36.100.025.

**WHEREAS**, the District and the County have previously amended this Agreement under KC-105-20-A to amend and revise the schedule of deliverables through 2022, under KC-105-20-B to amend and revise the schedule of deliverables through 2023, under KC-105-20-C to adjust the District's financial participation to \$2,047,556, and under KC-105-20-D to further amend and revise the schedule of deliverables through June 30, 2025.

**WHEREAS**, the District and the County now desire to further amend the schedule of deliverables through December 31, 2025

**NOW, THEREFORE**, in consideration of the mutual obligations and benefits herein, the parties agree as follows:

1. **Purpose of Agreement.** The purpose and intent of this Agreement is for the County and District to collaborate on the feasibility and construction of the Project utilizing County property and funds in part and District funds in part. The County project is more fully described in Exhibit A (Project Summary/Description).

2. **County Funding Request.** The County has requested funding in the amount of \$2,047,556 for the following purposes: developing a Framework/feasibility study, constructing a mountain bike ride park, completing design and permitting of the northern Port Gamble portion of the Sound to Olympics Trail ("STO Trail") and installing parking, bathrooms and other amenities related to the ride park and STO Trail. A full schedule and cost estimates for the County's funding request for years 2019 through December 31, 2025 appear in Exhibit B. Any further funding considerations for years 2019 through December 31, 2025 and beyond will require an amendment to this Agreement.

3. **County Obligations.** The County shall serve as the administrator for the Project and undertake the following tasks (the "Agreement Tasks"), as set forth in Exhibits "A" and "B" for years 2019 through December 31, 2025. Any County obligations beyond December 31, 2025 will require an amendment to this Agreement. In addition, the County shall undertake the following tasks:

3.1 Contract Administration. The County shall be responsible for all aspects of the contract administration for the Agreement Tasks, which shall include, but not be limited to, advertising, bidding, awarding, and monitoring the contract(s), as generally required by any applicable law or regulation.

3.2 Reporting. The County shall regularly (not less than monthly) report to the District on the progress of the County's obligations under this Agreement.

3.3 Recognition. The County shall publicly recognize the District's contribution to the Project in a manner to be agreed upon. The District may require some identification of the Project as "Regional Center" or "Special Event Center."



**4. The District's Obligations.** The District shall fund the tasks set forth in Exhibit "B" in an amount not to exceed \$2,047,556 for years 2019 through December 31, 2025. Any District obligations for funding in years beyond December 31, 2025 will require an amendment to this Agreement.

**5. Process for Payment.**

5.1 Establish Account. The County shall establish an account, separate from any other County account to hold the funds deposited by the District for the purposes of this Agreement. Funds from the District shall not be commingled with other general accounts of the County.

5.2 Advance Deposits. The District may, but is not required to, pre-pay the County for each of the Agreement Tasks and subtasks, where applicable, before the County contracts with the consultant/service provider that will perform the particular task.

5.3 Use of Funds. The funds from the District shall solely be used for the payment of invoices for the Agreement Tasks and no other purposes. The County may not reimburse itself for any of its expenses from the funds on deposit.

5.4 Release of Funds. The County shall only release funds for the Agreement Tasks upon receipt of invoices for work performed, which work complies with the terms and conditions of the contracts for the Agreement Tasks. Further, the County shall notify the District of any proposed payment for review and consent, not to be unreasonably withheld or delayed.

5.5 Increase in Consultant Contract Amounts. The County will promptly inform the District if any of the consultants inform the County that the consultant/service provider is proposing an increase in a contract sum. The District shall, in its sole discretion, determine if the District's contribution to the contract sum should be increased.

5.6 Refund of District Funds. The County shall not be required to reimburse the District for the funds transmitted to the County that are either (i) paid to a consultant/service provider; or (ii) committed to be paid to a consultant/service provider pursuant to a valid contract between the County and that consultant/service provider. Otherwise, unused funds shall be reimbursed to the District.

5.7 Final Accounting. Within thirty days of the completion of the Assignment Tasks, the County shall provide a final written accounting of the District funds.

5.8 Property. All real or personal property acquired, used, or held in connection with the Project shall be owned solely by the County except as provided in Section 5.6 of this Agreement.

**6. No Continuing Obligation.** Although the parties contemplate that development of the Project will be phased, consisting of stages described in Exhibit A, nothing in this

Agreement should be construed or interpreted as a commitment by the District to fund beyond the Cost Estimate appearing in Exhibit B for years 2019 through June 30, 2025.

**7. Notice and Project Coordinators.** The following individuals are the Project Coordinators and official contacts for the County and the District. Any notice, request, approval, direction, invoice, statement, or other communication which may, or are required to be given under this Agreement shall be in writing and shall be deemed to have been given if hand delivered, sent by a nationally recognized overnight delivery service, or if deposited in the U.S. mail and sent by certified mail, return receipt requested, postage prepaid to the Project Coordinators:

For County:

Alex Wisniewski  
Parks Director  
Kitsap County  
614 Division Street MS-1  
Port Orchard, WA 98366  
Phone: 360-337-5055  
Email: awisniewski@kitsap.gov

For the District

Russ Shiplet  
Executive Director  
Kitsap Public Facilities District  
19980 10<sup>th</sup> Ave, Suite 204F  
Poulsbo, WA 98370  
Phone: 360-698-1885  
Email: execdirector@kitsap-pfd.org

All notices shall be deemed complete upon actual receipt or refusal to accept delivery.

**8. Non-Assignability.** Neither party may assign any interest in this Agreement and shall not transfer any interest in this Agreement without the prior written consent of the other party.

**9. Independent Governments - No Liability.** Each party is and shall remain an independent government. This Agreement does not create a partnership or other similar arrangement. The parties shall not be liable for the acts or omissions of the other party or their respective public officials, employees, or agents.

**10. Term of Agreement.** Except as may otherwise be stated herein, the term of this Agreement shall commence upon execution by both parties and shall continue until December 31, 2025. This Agreement shall be reasonably extended by the parties as may be necessary to complete the Assignment Tasks, as the parties otherwise agree.

10.1 Early Termination - Nonpayment. Notwithstanding the foregoing, this Agreement is contingent upon funding from the District. In the event that the District's expected funding payable to County hereunder is withdrawn, reduced, limited, or not received after the effective date of this Agreement, this Agreement may be terminated by County by delivering thirty (30) days written notice to the District. The termination notice shall specify the date on which the Agreement shall terminate.

10.2 District Early Termination. The District may terminate this Agreement at any time by delivering thirty (30) days written notice to the County, subject to the payment obligations set forth in Section 5.6 of this Agreement; i.e., pay for all work performed or in progress at the time of the notice.

11. **Amendment.** No modification or amendment of this Agreement may be made except by a written document signed by both parties.

12. **Counterparts and Electronic Transmission.** This Agreement may be signed in counterparts. Electronic transmission of any signed original document and retransmission of any signed electronic transmission shall be the same as delivery of an original document.

13. **Governing Law.** This Agreement and the right of the parties hereto shall be governed by and construed in accordance with the laws of the State of Washington, and the parties agree that in any such action, jurisdiction and venue shall lie exclusively in Kitsap County, Washington.

14. **No Third-Party Beneficiaries.** There are no third -party beneficiaries to this Agreement.

15. **Interpretation.** Each party participated in this Agreement and has had this Agreement reviewed by legal counsel. Therefore, any language herein shall not be construed against either party on the basis of which party drafted the particular language.

16. **True and Full Value.** The County and the District have each independently determined as to itself that (i) it has the authority to enter into this Agreement and (ii) the promises and covenants received from the other party represent "true and full value" received by it pursuant to RCW 43.09.210.

17. **Survivability.** All obligations contained herein shall survive termination until fully performed.

18. **Entire Agreement.** This Agreement, including all predicate paragraphs and exhibits that are incorporated into this Agreement, contains all of the understandings between the parties. Each party represents that no promises, representations, or commitments have been made by the other as a basis for this Agreement, which has not been reduced to writing herein. No oral promises or representations shall be binding upon any party whether made in the past or to be made in the future unless such promises or representations are reduced to writing in the form of a written modification of this Agreement executed by both parties.

*Signature page follows*

**IN WITNESS WHEREOF**, the County and the District have executed this Agreement as of the date last written below.

Dated this \_\_\_\_\_ day of 2025

Dated this \_\_\_\_ day of 2025

**KITSAP PUBLIC FACILITIES DISTRICT**

**KITSAP COUNTY BOARD OF  
COMMISSIONERS**

\_\_\_\_\_  
**Erin Leedham, Chair**

\_\_\_\_\_  
**Christine Rolfes, Chair**

\_\_\_\_\_  
**Patrick Hatchel, Vice Chair**

\_\_\_\_\_  
**Katherine T. Walters, Commissioner**

**Approved as to Form:**

\_\_\_\_\_  
**Oran Root, Commissioner**

\_\_\_\_\_  
**Brian E. Lawler, District Counsel**

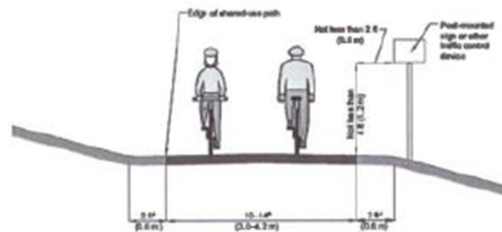
**ATTEST:**

\_\_\_\_\_  
**Dana Daniels, Clerk of the Board**



## EXHIBIT A Project Description/Summary

In 2018, Kitsap County competed a feasibility study for the STOs route through the Port Gamble Forest Heritage Park. Segments A, D and E are of immediate priority, addressing the most challenging terrain and connecting the future Port Gamble Ride Park to the Port Gamble town. The remaining segments will then connect to the southern Stottlemeyer Road trailhead and State Highway 307. The STO project will include parking, informational kiosks, signage and other amenities at multiple trailheads.



### PORT GAMBLE FOREST HERITAGE PARK FRAMEWORK

To better understand the recreational and tourism opportunities of the 3,500-acre Port Gamble Forest Heritage Park, a Framework will be developed. This Framework will assess the specific economic benefits of the Ride Park and Sound to Olympics Trail but also how these attractions and other possible park developments could be leveraged for larger opportunities.

Through visioning, public outreach, research and site analysis, the plan will assess greater uses for the overall property which may include a campground, adventure park, lodge or environmental learning center. If, and where, such amenities could be located on the property and the economic benefit of each would be assessed to provide a future direction for park long-term development and operations.



Any or all of the possibilities may be attractive to the PFD in the future and this Framework would help the organization assess its merits for future funding, if available.



Below is a summary of project stages. Stage 1 and 2 are included in the current ILA. See Exhibit B for a full schedule and cost estimates.

### **STAGE 1 (2010 - OCT 2019)**

#### **Land Acquisition**

Ride Park, STO Trail Corridor and Open Space

Completed



### **STAGE 2 (NOV 2019 – JUNE 2025)**

#### **Ride Park**

Design, permitting and construction of trails, training area, bathrooms, parking and access.

#### **Sound to Olympics Trail – Final Design & Permitting**

Design and permitting of Trail Segments A, D and E

Design, permitting and construction of Stottlemeyer parking area.



#### **Framework (FKA Master Plan)**

Development and completion

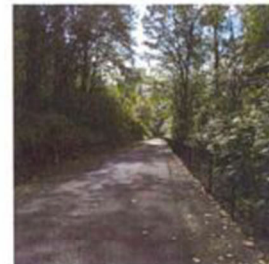
## **FUTURE PROJECT STAGES OUTSIDE OF THIS INTERLOCAL AGREEMENT**

### **STAGE 3 (July 2025-2028)**

#### **Sound to Olympics Trail – Construction**

Construction of Trail Segments A, D and E

Design and Permitting Trail Southern  
Remainder to Stottlemeyer.



Framework Recommendations – Future Development  
Scoping and Design

**STAGE 4 (2027-2029)**

Sound to Olympics Trail – Construct Final Segment  
Construction Southern Remainder to Stottlemeyer



**STAGE 5 (2025-)**

Framework Recommendations – Future Development  
Construction



End of Exhibit A



# EXHIBIT B Port Gamble Project – Cost Estimates and Schedules – REV 11/30/2023

EXHIBIT B - PORT GAMBLE PROJECT - COST ESTIMATES AND SCHEDULE - REV 11/30/23

Task	Cost Estimate (2018-02-2023)	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
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