

# CenterFuse

## EBDA Board of Directors Meeting

REGULAR MEETING Agenda

VIRTUAL MEETING

Wednesday, November 11, 2020 - 4:00-5:30 pm

1. Call to order
2. Approval of Agenda
3. Approval of Minutes
4. Board Business
  - a) Interlocal Agreement (Action)
  - b) Hiring Committee Recommendation (Executive Session – 15 minutes)
  - c) ED Hiring (Action)
  - d) Broadband RFP Status Update
  - e) Property Management Updates
  - f) Committee Updates
    - 1) Strategic Plans/Goals
    - 2) Proposal for Community Connect Downtown WIFI Project
5. Items for Future Consideration
6. Adjournment

**In-person attendance is currently prohibited per the Washington Governor's Proclamation No. 20-28.11 until November 9, 2020. Meeting participation is limited to access through remote attendance by contacting the City Clerk at 509-925-8614 or email [cityclerk@ci.ellensburg.wa.us](mailto:cityclerk@ci.ellensburg.wa.us)**

NEXT MEETING: December 9, 2020 at 4:00 PM

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**Board Members:**

Jared Vallejo, Chair

Linda Schactler, Vice Chair

Grant Clark, Treasurer

John Perrie, Secretary

Garrett Poshusta

James Jankowski

**Council Liaison:** Stacey Bankston Engel

**Staff:** Beth Leader

Kirsten Sackett

Carolyn Honeycutt

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**CENTERFUSE**

Ellensburg Business Development

CENTERFUSE AGENDA | NOVEMBER 11, 2020

**ELLENSBURG BUSINESS DEVELOPMENT AUTHORITY**  
**dba CenterFuse**  
**BOARD OF DIRECTORS MEETING MINUTES**

REGULAR MEETING

Wednesday, October 14, 2020 – 4:00 pm

Virtual Meeting

Members in attendance: Jared Vallejo, Linda Schactler, Garrett Poshusta, Grant Clark, James Jankowski, John Perrie

Others Present: City staff, Beth Leader and Kirsten Sackett; Councilmember Stacey Engel and Carolyn Honeycutt

Excused absence: None

1. Chair Vallejo called the meeting to order at 4:04 pm
2. Approval of Agenda. Linda Schactler moved, Garrett Poshusta seconded. Motion approved with all in favor.
3. Approval of Minutes. John Perrie moved to approve the minutes of the September 16, 2020 meeting. Garrett Poshusta seconded. Motion approved with all in favor.
4. Board Business

a) **Administrative Support**

Linda gave an overview of the conversation with the City Manager and Mayor regarding the status of EBDA. Preference was for the EBDA to be independent from the City, including the financial aspect, which the board could have done by a bookkeeper or accountant. Members discussed the two options available.

Linda Schactler moved the Board hire an Executive Director and coordinate with the city and the new Executive Director to develop a strategy for addressing day-to-day and annual finance obligations. John Perrie seconded. Motion approved with all in favor.

Garrett asked about a potential increase of hours and pay for the new position. Linda reviewed the requirements for an employee, as opposed to a contractor. John suggested a sub-committee for the recruitment process and review of applicants. Linda, Jared and Grant will serve as the review committee.

b) **Broadband RFP Status Update**

Carolyn stated the contract with Department of Commerce is due March 5<sup>th</sup>

and a quarterly report will be due, which she is working on completing. There was discussion of information obtained through other entities and contacting businesses.

**c) Property Management**

Jared stated he signed the County land lease agreement, and EBDA will owe back rent to the County. The County will be holding a public meeting to discuss the addendum and will be signed sometime in the future.

Members discussed the incubator past due rent and the potential for purchase of the building. There was also discussion of property management and the potential of an outside company overseeing that for EBDA. The Board will wait for additional information from the City before moving forward.

**d) Committee Updates**

Jared stated the Strategic Plan will need to be reviewed.

Future Force – working on the Executive Director job description and working on identifying funds for marketing strategy.

Space Force – James and Grant met regarding potentially selling the Airport Incubator building and identifying real estate availability.

Mega Force – Jared and Garrett spoke about inventory for the future and working on the downtown broadband project and working with the City to see what costs would be. Linda suggested researching a potential over the air solution.

**5. Items for Future Consideration**

- Linda recommended the board consider membership vacancies and moving back to a nine member board.
- Jared reminded members of consideration of officers for next year.
- Stacey asked to clarify that the EBDA will be independent of the City and Linda explained reporting to City Council by EBDA will still be done as included in the Interlocal Agreement.

**Adjournment:** Meeting adjourned 5:24 pm

**Drafted:** 10/20/2020

**Approved:**

**Submitted by:** Beth Leader

**Interlocal Agreement for Professional Services  
Between Ellensburg Business Development Authority (dba CenterFuse)  
and the City of Ellensburg**

This Interlocal Agreement for Professional Services (“Agreement”) is entered into as of this 5th day of November, 2020 (“Effective Date”), by and between the Ellensburg Business Development Authority dba CenterFuse (“CenterFuse”) and the City of Ellensburg (“City”), a Washington municipal corporation, and together may be collectively referred to as “the Parties.”

WHEREAS, CenterFuse is a public development authority created by the City under Chapter 35.21 RCW and Ellensburg Ordinance No. 3895, as amended, and operates under its adopted Charter and Bylaws; and

WHEREAS, CenterFuse’s mission is to strategically recruit and support businesses and connect them to resources so they can start, grow, and prosper to ensure that Ellensburg has a vibrant and prosperous local economy that values history and natural beauty; and

WHEREAS, the geographical boundaries of CenterFuse include the City territorial limits and outside the territorial limits of the City to the extent authorized by RCW 35.21.740; and

WHEREAS, the City is the owner of the “Ellensburg Business Incubator Building (Incubator)” located at 1000 N. Prospect, Ellensburg, WA, heretofore referred to as the Business Incubator, which is leased and operated by CenterFuse under a separate agreement with the City for the purpose of supporting new, recently formed or expanding businesses in Ellensburg to help promote economic development opportunities; and

WHEREAS, CenterFuse and the City are Parties to a January 6, 2020 Interlocal Agreement for Professional Services (“Existing Agreement”), and wish to terminate the Existing Agreement hereby and replace it with this Agreement; and

WHEREAS, the Existing Agreement between the Parties provides for employment of the CenterFuse Director as an employee of the City; and

WHEREAS, CenterFuse wishes to obtain administrative and financial services independent of the City, and

WHEREAS, the City supports the efforts of the CenterFuse and is willing to commit funding previously dedicated to employment of CenterFuse’s Executive Director by the City,

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

**SECTION 1: SCOPE**

- 1.1. **Parties.** This Agreement is made by and between Ellensburg Business Development Authority dba CenterFuse and the City of Ellensburg, a Washington municipal corporation, and supersedes all other agreements between the Parties. The Existing Agreement between the Parties dated January 6, 2020 is hereby canceled in its entirety.
- 1.2. **Purpose.** The purpose of this Agreement is to specify certain terms and conditions which allow CenterFuse to obtain financials support.
- 1.3. **Term.** This Agreement shall commence on the Effective Date of this Agreement and shall continue until terminated as provided herein.
- 1.4. **Termination.** This Agreement may be terminated for any reason at any time by either Party upon thirty (30) days' prior written notice by one Party to the other.
- 1.5. **Amendments.** This Agreement may be amended upon written agreement of the Parties executed in the same manner as provided by law for the execution of this Agreement.

## SECTION 2: DUTIES OF THE PARTIES

- 2.1. **City Duties.** The City agrees to provide the following services, as requested by CenterFuse:
  - A. **Use of Facilities.** Allow CenterFuse use of City meeting facilities when such facilities are available.
- 2.2. **CenterFuse Duties.** CenterFuse agrees to the following services and responsibilities, as requested by the City of Ellensburg:
  - A. **Compliance:** Be in compliance with its Charter, Bylaws, and all rules and regulations set forth by federal, state, and local authorities.
  - B. **Financial.** Reimburse the City or pay directly for expenses, such as printing costs, office supplies, tax filings, audits, D&O insurance, legal fees, and postage.
  - C. **Economic Development Services.** Provide economic development services within the geographic boundaries as set forth in this document through strategic planning and implementation.
  - D. **Updates to Council.** Update on strategic planning, outreach, and outcomes to the City Council a minimum of two times per year at an Open Public Meeting.
  - E. **Budget Resolution.** Adopt an annual budget by Resolution by the January meeting of each year.

**F. Incubator Management Services.** CenterFuse will provide the following services regarding incubator businesses, generally, and the Ellensburg Business Incubator, concurrent with the term of CenterFuse's lease of the Incubator, attached hereto as Exhibit A:

1. CenterFuse, in conformance with the City's broad policy guidance, shall provide for the operation and management of the Ellensburg Business Incubator and the coordination of services provided to tenants and to community businesses. The City of Ellensburg (City) previously entered into a lease agreement with CenterFuse of the Business Incubator building, located at 1000 Prospect Street, Ellensburg, Washington on January 6, 2020. The lease agreement is referred to and by this reference incorporated into this agreement.
2. Work with the City to develop a strategy for either continued operation of the Business Incubator by the City or dispose the property through private sale upon approval by the Ellensburg City Council.

### **SECTION 3: FUNDING FOR SERVICES**

- 3.1. CenterFuse has been successful in obtaining funding from the .09 Economic Development Program administered by the Kittitas County Board of Commissioners through its representative on the Kittitas County Council of Governments (COG). Should CenterFuse apply for funding from this program in future years the City will support the CenterFuse application to the program.
- 3.2. During the life of this Agreement, the City shall pay to CenterFuse the total sum of \$60,000 by April 30 of each year for advancement of economic development activities.

### **SECTION 4: OTHER PROVISIONS**

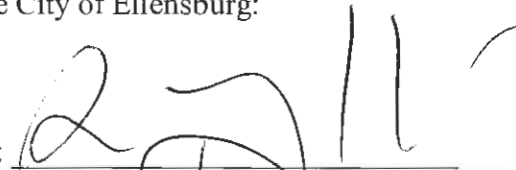
- 4.1. **Conflicts of Interest.** No officer, employee or agent of the City or CenterFuse who exercises any functions or responsibilities in connection with planning or carrying out of this Agreement shall have any personal financial interest, direct or indirect, in this Agreement. CenterFuse and the City will take appropriate steps to assure compliance with this provision.
- 4.2. **Independent Authority.** CenterFuse is a separate public development authority established under the laws of the State of Washington. Nothing in this Agreement is intended, or shall be deemed, to constitute a partnership or joint venture between CenterFuse and the City. CenterFuse shall act independently under the guidance and direction of its Board of Directors, pursuant to its Charter and Bylaws.
- 4.3. **Hold Harmless.** The Parties to this Agreement shall defend, indemnify and save one another harmless from any and all claims arising out of the performance of this Agreement, except to the extent that the harm complained of arises from the sole negligence of one of the Parties.

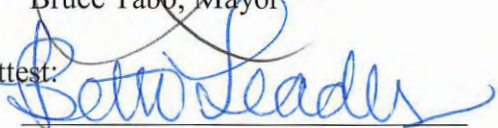
**4.4. Severability.** In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

**4.5. Filing of Agreement.** This Agreement shall be filed with the Kittitas County Auditor's Office or, alternatively, listed by subject on each or either Party's website or other electronically retrievable public source pursuant to RCW 39.34.040.

**4.6. Photocopies.** A fully executed copy of this Agreement shall be treated the same as an original of this Agreement for all purposes.

The City of Ellensburg:


By:   
Bruce Tabb, Mayor

Attest:   
City Clerk

The Ellensburg Business Development Authority dba CenterFuse:

By: \_\_\_\_\_  
Jared Vallejo ,  
CenterFuse Board Chairperson

Approved as to form:

  
City Attorney

## Community Connect Downtown Wifi Project

**Proposal:** CenterFuse will fund a \$2500 pilot project to install two access points (AP's) in the downtown area. These installations would provide data on actual costs and coverage and refinement of service parameters (speeds, login, timeouts, etc.). In parallel with this initial deployment we will identify and secure funding sources for expansion of the network.

**Background:** MEGAForce has been discussing a free Wifi network for the downtown even prior to the pandemic with the following benefits in mind:

- 1) Drawing more people to the downtown
- 2) Enhancing the entrepreneurial culture
- 3) Providing a better experience for visitors and tourists
- 4) Enticing businesses to open downtown
- 5) Incentivizing investment by property owners

A preliminary discussion with city IT manager Ben Faubion and his group flagged significant costs and as well as time needed to study and design a comprehensive Wifi network built on City owned infrastructure. So we pivoted to a lower cost, more timely option utilizing the fiber services already installed at various businesses in the downtown area. This would be similar to the community WiFi effort already in place which utilized existing infrastructure for rapid WiFi deployment (more info in this [news article](#)). City GIS Coordinator William Longmire, built a map showing projected coverage spots centered on existing City Fiber customers in the downtown area (see below). Each spot represents the predicted coverage area of a WiFi radio transmitter installed inside a building near an existing fiber drop.

### **Cost estimates:**

Radio transmitter	\$150-\$350
Install labor:	\$400
Misc. consumables	<u>\$400</u>
<b>Total install cost/AP</b>	<b>\$1000-1150</b>
Monthly service/maintenance costs	\$15-40

If an AP was installed at every existing City Fiber customer, the total costs are projected at

**\$22,200 with \$300-\$600** in recurring monthly costs.



## **Considerations:**

This free Wifi is not meant to compete with or replace dedicated internet services. Outdoor coverage is attenuated since the AP's would be indoors rather than mounted on a pole or building exterior.

There's a synergy between coverage and the number of City Fiber customers. This could help drive a virtuous cycle of adoption and expansion of the network.

There is an opportunity for CenterFuse to increase awareness of our organization in the community... "Community Connect WiFi brought to you by CenterFuse and powered by City Fiber"

We need existing customers to "opt-in" to allow this equipment to be installed. So communication and coordination efforts will be needed.

Others...?