

**MEMORANDUM OF AGREEMENT BETWEEN  
WASHINGTON STATE  
STATE PARKS AND RECREATION COMMISSION AND  
WESTPORT GOLF INC.**

WHEREAS, the State of Washington, acting by and through the Washington State Parks (State Parks) owns and operates Westport Light State Park, a largely undeveloped approximately 600-acre park located in the City of Westport;

WHEREAS, in 2016, after thoughtful consideration and an extensive planning process, the Washington State Parks and Recreation Commission (Commission) approved the modification to the Westport State Park Classification and Management Plan to establish a Recreation Concession Area (RCA) for approximately 34 acres within the park;

WHEREAS, the purpose of an RCA is to create an avenue through which to encourage private investment in state parks amenities and supplement State Parks' financial capacity to develop public amenities. It is not the intent of the Commission to privatize the state parks.

WHEREAS, in order to encourage creative proposals from RCA partners, in March 2015 the Commission approved guidelines for evaluating proposed recreational uses in designated RCAs;

WHEREAS, Westport Golf INC., a limited liability company, or its successor in interest, is interested in partnering with State Parks to develop a Scottish links style golf facility within the park in exchange for a long-term concession agreement to operate and maintain it and its associated facilities;

WHEREAS, Westport Golf INC. and its associates have been designing, building and operating golf course facilities since 1997;

WHEREAS, any mention of Westport Golf INC., in this document is understood to refer to Westport Golf INC. and its associated consultants and supporting organizations, as well as a corporate entity, Westport Golf, Inc., into which Westport Golf INC. intends to convert under Washington law;

WHEREAS, significant development of Westport Light State Park requires development of a long-range master plan for adoption by the Commission. Approval of a master plan should consider regional recreation needs and the implications of park development on the environment and on local economic development;

WHEREAS, Westport Light State Park has unquantified environmental and cultural resources that require additional investigation to best inform development and approval of a master plan;

WHEREAS, as partners in this MOA, State Parks and Westport Golf INC. recognize that a successful master planning process will effectively balance recreational needs with economic opportunities while also enhancing the existing environmental condition within the park;

WHEREAS, State Parks and Westport Golf INC. acknowledge the value of collaborative decision making and the importance of a thorough, open, and transparent public planning process that seeks public involvement and thoughtfully incorporates public feedback;

WHEREAS, State Parks and Westport Golf INC. envision Westport Light State Park as a full-service, year-round destination providing a diverse array of meaningful experiences for people of all ages, backgrounds, skills, and recreational interests. The parties wish to work collaboratively on the development of a master plan and agree the planning process should include exploring a full suite of development and restoration options and incorporating the most appropriate into a unified plan;

WHEREAS, State Parks and Westport Golf INC. recognize that achieving the envisioned state park will require significant up-front financial investment in planning, environmental analysis, design, public process and decision-making;

WHEREAS, Westport Golf INC. understands the extent of up-front costs and is willing to commit sufficient financial resources to complete the tasks outlined in this agreement;

WHEREAS, State Parks and Westport Golf INC. also recognize that the City of Westport is a critical partner in developing Westport Light State Park and should be invited to actively participate throughout the planning, environmental review, and decision-making process;

WHEREAS, milestones have been identified for State Parks and Westport Golf INC. to achieve towards development of Westport Light State Park, and which are the basis of this Memorandum of Agreement (MOA);

NOW, THEREFORE, State Parks, acting under the authority of RCW Chapter 79A.05 and Commission delegated authority 25-07-1 dated November 21, 2019, and Commission Policy 55-06-1 Less than Fee Simple Real Estate Transactions and Non-recreational Uses of Parklands dated March 22, 2018, and Westport Golf INC. hereby agree as follows:

### **Document's Purpose**

The Parties intend and deem this MOA to be a nonbinding document. The purpose of the MOA is to memorialize a mutually agreed to plan that if successful and in the parties best interest will result in a separate long-term Concession contract that at a high-level will authorize Westport Golf INC. the authority to construct a Scottish links style golf course, transfer said golf course to State Parks, and then allow Westport Golf INC. to manage and maintain these facilities with a percentage of the revenue generated allocated to State Parks.

## **Working Relationship**

State Parks and Westport Golf INC. will enter into this MOA in good faith, recognizing the process will evolve with the need to adapt as circumstances change. The scope of Westport Golf INC.'s goal is ambitious but manageable based on their experience and expertise.

Westport Light State Park is an important public resource that requires unique and special consideration and State Parks staff has specific experience leading both public planning processes and the requisite ecological and environmental assessments necessary to adequately inform the process.

The business, site, and demographic conditions are unique, and State Parks and Westport Golf INC. should embrace adaptation and refinement as a legitimate operating principle. Currently established goals will likely need to be amended to reflect shifting circumstances and trends. Flexibility, creativity, and mutual respect will be the touchstones.

## **Milestones**

State Parks and Westport Golf INC. enter into this MOA to identify and achieve mutually agreed upon roles, responsibilities and milestones, as outlined in **Exhibit A, Partnership Roles and Responsibilities and Exhibit B, Master Plan Development and Environmental Review Process and Milestones**. This will enable each party to fairly assess each other's capabilities and willingness to create a long-term partnership in support of the vision for Westport Light State Park.

The milestones demonstrate both parties' desire and ability to collaboratively develop a Master Plan for Westport Light State Park, and to create financially viable park facilities serving people of all abilities and backgrounds.

State Parks and Westport Golf INC. understand and agree that the milestones are a demonstration of the ability to work collaboratively to preserve and sustain the extraordinary resource that is Westport Light State Park. Both parties will work to complete their respective milestones by July 31, 2023, or as otherwise agreed. This outcome, if successful, will lead directly into negotiating a long-term concession agreement.

State Parks and Westport Golf INC. understand and agree that Westport Golf INC., as the designated corporation in this undertaking, may enlist the support of a wide array of financial partners and organizations that have the expertise and resources to complete and implement the milestones.

For any work that requires State Parks to procure services such as hydrological study, wetland delineation, etc., State Parks will secure from Westport Golf INC. a separate signed contract obligating Westport Golf INC. to reimburse State Parks for the costs associated with those contracts and such work will not commence until signed contracts are in place. In addition, State Parks will secure from Westport Golf INC. a separate signed contract obligating Westport

Golf INC. to reimburse State Parks for staffing costs directly associated with the State Parks Environmental Program Manager’s involvement and participation in the EIS process and review.

### **Amendment of this Agreement**

State Parks and Westport INC. recognize that a host of specific business, environmental, land use, or other challenges may arise that may not be specifically cited in the agreed-upon milestones. State Parks and Westport Golf INC. agree to systematically identify and address these challenges and, where appropriate, incorporate them into the milestone process. Accordingly, this MOA may be amended by mutual agreement of State Parks and Westport Golf INC.. Such amendments shall not be binding unless they are in writing and signed by State Parks and Westport Golf INC..

### **Progress Reporting**

State Parks and Westport Golf INC. agree to regularly inform the Commission, State Park staff and their exclusive bargaining representative (Washington Federation of State Employees), the staffs and boards of Westport Golf INC., interested tribal governments, partner organizations, and the public at large on the progress towards achieving the milestones herein.

### **Long-Term Concession Agreement**

Upon successfully completing the milestones outlined in Exhibit B, State Parks and Westport Golf INC., will enter into negotiation of a long-term Concession Agreement for the development, management and operation of golf course and ancillary facilities at Westport Light State Park. Through a separate Concessions agreement, Westport Golf INC. will construct a Scottish links style golf course and related amenities and transfer those facilities to State Parks in exchange for a long-term agreement to operate and maintain these facilities. Concession fees paid by Westport Golf INC. to State Parks will generally be based on a percentage of gross income earned through operation of the concession. The agreement will include, but is not limited to, the following:

Operations and management of the golf course and associated facilities;

- a. Terms of the financial agreement;
- b. Revenue sharing;
- c. Fee structure;
- d. Stewardship plan;
- e. Business development plan;
- f. Operations management plan, and;
- g. Recreation and Conservation Office requirements, etc.;
- h. State approved Standard Terms and Conditions.

**Necessary State Agency Review and Approval**

State Parks staff will seek the following approvals:

1. Concurrence of the Recreation and Conservation Office and if required, through the Recreation and Conservation Funding Board (RCFB), that the negotiated concession agreement is consistent with RCFB policy and will not result in conversion of lands purchased with RCFB grant funds.
2. Adoption of the master plan prepared for Westport Light State Park by the Commission.
3. Authorization to enter into a long-term concession agreement with Westport Golf INC. as negotiated by the State Parks and authorized by the Commission.

**Funding and Financing**

Westport Golf INC. will demonstrate the ability to fund and/or finance the costs associated with development and operation of a Scottish Links-style golf course and ancillary facilities to the satisfaction of State Parks.

**No Assumption of Liabilities**

By executing this MOA, State Parks and Westport Golf INC. do not assume any obligations or liabilities of the other party, and each party shall be responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority.

WESTPORT GOLF, INC..

  
*Signature*

President  
*Title*

10/12/2020  
*Date*

WASHINGTON STATE PARKS AND RECREATION COMMISSION

  
*Signature*

*Director*  
*Title*

*August 7, 2020*  
*Date*

## EXHIBIT A

### Partnership Roles and Responsibilities

#### Master Planning and Environmental Review

##### Part 1 - Pre-scoping

WASHINGTON STATE PARKS will:

1. Seek appropriate environmental professionals and develop/manage contracts for the following analyses within the Westport Light State Park:
  - a. Hydrological study- Estimate \$35K-40K. The cost will vary depending on how much existing information (topography, ground cover, soils, etc.) exists;
  - b. Wetland delineation- Estimate \$40K-\$60K. This study would include the wetlands in the 604-acre park. The price would vary depending on if a “wetland mosaic” approach can be used for mapping forested wetlands. The work includes field work, wetland ratings, mapping, and a report that could be used for permitting;
  - c. Vegetation survey- Estimate \$15K. This survey may be completed after the wetland delineation is complete so wetlands are already mapped, but must be done within the appropriate phenological window to identify greater than 95% of the species at the site;
  - d. Habitat assessment- A habitat assessment quantifies habitat quality and function and will help to establish an environmental baseline. This assessment will inform the habitat opportunities and constraints analysis and ultimately the EIS. Estimate \$10K;
  - e. Coastal Study- Estimate \$27K. This study includes sea level rise and erosion analysis, evaluating shoreline protection alternatives, and writing a technical memo/report;
  - f. Cultural resource study- \$2K. State Parks archaeologist to compile known information about Westport Light State Park. Upon completion and State Parks approval of the master plan for Westport Light State Park a Cultural Resources Survey will be required. The estimated cost is less than \$50K;
  - g. Habitat opportunities and constraints analysis- Estimate 69K;
  - h. Market analysis for regional recreational lodging needs (State Parks contribution).

WESTPORT GOLF, INC. will:

1. Finance the above contracts except for the Market Analysis;
2. Conduct local economic development analysis of the City of Westport and surrounding area specifically considering needs analysis for a Scottish links style golf course, and;
3. Run cost/benefit analysis and determine whether to proceed to the next step in the process.

Part 2 - Master Plan Development, Public Process, and Environmental Review

The master plan development, the associated public process and environmental review process steps and milestones are outlined in **Exhibit B, Master Plan Development and Environmental Review Process and Milestones**.

WASHINGTON STATE PARKS will:

1. Collaborate with Westport Golf INC. and the City of Westport in the master planning development process and;
2. Lead and conduct the environmental review.

WESTPORT GOLF INC. will:

1. Fund and work collaboratively with park staff and the City of Westport on the Master Plan Development and Environmental Review Process (**Exhibit B**);
2. Work collaboratively with park staff and the City of Westport to develop draft designs;
3. Work collaboratively and support park staff in environmental review and fund State Parks' staff time for environmental review and management.

## **EXHIBIT B**

### **MASTER PLAN DEVELOPMENT AND ENVIRONMENTAL REVIEW PROCESS & MILESTONES**

Project Team: Westport Golf INC. (and consultants), HQ Parks Planner, SW Region Manager, Environmental Program Manager (and consultants), and the City of Westport.

Review Team: Parks Development Assistant Director, Business Development Program Manager, Partnership, Planning and Real Estate Program Manager, HQ Parks Planner; Stewardship Program Manager, Natural Resources Program Manager, SW Region Manager, Area Manager, SW Region Capital Program Manager, SW Region Planner, SW Region Engineer, City of Westport.

Business Team: Parks Business Development Manager and Business Development staff.

Purpose: State Parks is considering a request from Westport Golf INC. to design and build a Scottish links style golf course at Westport Light State Park.

#### **Milestone 1: Information gathering – (Park Natural Resources, Stewardship Program, Westport Golf, INC.)- (Approximately 8-12 months)**

The first step in developing a Master Plan will be establishing an environmental and cultural resource baseline. This information will be used to inform the design process and ultimately inform the environmental impact statement. State Parks will solicit and contract environmental professionals for the analyses. Timeline considerations include consultant contracting, staff scheduling, and work windows for ecological assessments.

##### Products:

- a. Hydrological study
- b. Wetland delineation
- c. Vegetation survey
- d. Habitat assessment
- e. Coastal Study
- f. Cultural resource study
- g. Habitat opportunities and constraints analysis
- h. Market Analysis

#### **Information Gathering – Market Analysis (Business Team)- (Approximately 3-4 months)**

Concurrent to the environmental base line assessment, a market analysis will establish Parks' regional lodging needs. The purpose of this will be to inform the master plan draft design specific to the region's recreation demand. This work is essential to conduct prior to plan development to ensure Parks lodging needs have been considered in master plan process. Timeline considerations are mainly staff scheduling.

Product: Market analysis for regional recreational lodging needs.

**Milestone 2: Site Opportunity and Constraints Development (Westport Golf INC./Review Team) – (Approximately 3-4 months)**

With the compilation of the park’s natural resource baseline information, market analysis, and other relevant park information, Westport Golf INC. and Review Team will work to develop an integrated opportunities and constraints analysis to best inform the development of the Master Plan by balancing the restoration, recreation and economic opportunities within the park.

Conduct Public Meeting/Outreach to have the public weigh in on the opportunities and constraints development.

Product- Integrated Opportunities and Constraints Analysis

**Milestone 3: Master Plan Development (Westport Golf INC./Review Team) – (Approximately 8-12 months)**

The master plan will be drafted by Westport Golf INC. and its’ consultants collaboratively with input from the Project Team. The plan development will be kicked off with the steps listed within this section.

The scope of the master plan will include, but is not limited to, facilities and structures such as an 18 hole golf course, short golf course, club house, vehicular and pedestrian circulation, restroom facilities, wayfinding signage, shelters in addition to identifying areas of the property that might be appropriate for development for overnight accommodations such as camping and cabins or other recreational opportunities identified.

Other key aspects of golf course development included in the master plan will address stewardship/restoration of the property’s natural systems, business opportunities, staffing and operations.

1. Kickoff/Review Team Meeting #1 (Westport Golf INC./Review Team). The purpose of this meeting will be to discuss the pre-scoping analysis and how it will be used to inform the preliminary draft as well as identify any other opportunities and constraints known about the park. Westport Golf INC. will consolidate the information discussed in the kickoff meeting with the information gathered in the pre-scoping analysis and draft an opportunity and constraints document and preliminary draft of the master plan. Westport Golf INC. will disseminate the draft to the Parks Review Team.
2. Kickoff/Review Team Meeting #2 (Westport Golf INC./Review Team). This meeting will be to provide feedback to Westport Golf INC. on the preliminary draft and to strategize stakeholder outreach leading up to the first public meeting. Products of this meeting will be a revised preliminary draft ready to take to the public and meeting stakeholder schedule.
3. Stakeholder Outreach. State Parks, City of Westport and Westport Golf INC. will schedule meetings with the Tribal government/s and key stakeholders to present them the information gathered during the pre-scoping analysis and seek feedback on the preliminary draft.

4. Kickoff/Review Team Meeting #3 (Westport Golf INC./Review Team). At this meeting Westport Golf INC. and State Parks Review team will review stakeholder input, the comment matrix and the updated draft plan. The team will then coordinate the first upcoming public meeting. Westport Golf INC. will update and finalize the preliminary draft, secure a public meeting location, and prepare a draft public meeting presentation and provide materials prior to this meeting.
5. Public Meeting #1. The purpose of this meeting is the following:
  - (1) Inform the public what has been learned through the pre-scoping analysis
  - (2) Present to the public the preliminary draft Master Plan
  - (3) Seek input from the public as to what is missing/feedback on plan/questions/concerns
  - (4) Lay out expectations for the remainder of the process/environmental review

**Milestone 4: Master Plan Development- Initiate Environmental Review (Approximately 8-12 months)**

6. Kickoff/Review Team Meeting #4 (Westport Golf INC./Review Team). Westport Golf INC. will compile feedback from the public meeting and update the comment matrix. The purpose of this meeting will be for the team to discuss the public feedback, consider changes to the preliminary draft, define objectives and strategize the public process moving into the environmental review phase of the plan development. Products include a final preliminary draft, scoping objectives for the EIS, and a timeline for the EIS process including a date for the scoping meeting.
7. Public Scoping Meeting. Prior to this meeting State Parks staff will issue a formal threshold determination to initiate SEPA review. The purpose of this meeting will be twofold: 1) present the final preliminary draft as the preferred alternative, to the public and seek feedback; 2) Narrow the scope of the review to only those elements with potential significant environmental impacts. Seeking public input on these potential environmental impacts, alternatives, or mitigation opportunities and explore in the DEIS. With this information Westport Golf INC. will develop a scoping summary that includes the following:
  - (1) Master Plan Objectives
  - (2) Range of Alternatives for consideration
  - (3) Comment Matrix
8. Commission Authorization to Proceed. Park Staff will present scoping summary to Commission along with timeline for environmental review and seek direction on the range of alternatives.
9. Draft EIS. State Parks will lead development of the draft EIS. The DEIS will analyze a range of alternatives including the preliminary draft, no action alternative and two

others. Westport Golf INC. and the Review Team will edit the draft before circulating it to the public.

10. DEIS Public Meeting. State Parks will lead a public meeting to discuss the DEIS with the public, explain the analysis and seek comments and feedback. Park staff will take this feedback and finalize the EIS.

**Milestone 5: Master Plan Development- Commission Adoption (Approximately 4-6 months)**

11. Commission Report. Park staff will present the findings of the EIS and a timeline for the drafting of the Concession Agreement.
12. Commission Requested Action. Park staff will present the staff recommended Master Plan for approval.
13. Concession Agreement. State Parks and Westport Golf INC. will collaborate to draft a Concession Agreement.
14. Commission Requested Action. Park staff will present primary details of the Concession Agreement to the Commission and request that the Commission delegate authority to the Director to sign the Agreement upon its completion.