



REGULAR COMMISSION MEETING
Tuesday, June 10, 2025, at 9:00 am
338 W. First St, Port Angeles, WA 98362
AGENDA

The Regular Commission Meeting will be available to the public in person and remotely. For instructions on how to connect to the meeting remotely, please visit <https://portofpa.com/about-us/agenda-center/>

- I. CALL TO ORDER / PLEDGE OF ALLEGIANCE**
- II. EARLY PUBLIC COMMENT SESSION (TOTAL SESSION UP TO 20 MINUTES)**
- III. APPROVAL OF AGENDA**
- IV. WORK SESSION**
 - A. Community Partner Program Review.....1-10
- V. APPROVAL OF CONSENT AGENDA**
 - A. Regular Commission Meeting Minutes – May 27, 2025.....11-15
 - B. Vouchers in the amount of \$479,560.41.....16
- VI. COMPLETION OF RECORDS**
 - A. Monthly Delegation of Authority Report.....17-19
- VII. PLANNING AND CAPITAL PROJECTS**
 - A. Budget Calendar.....20
- VIII. LOG YARD**

No items
- IX. MARINE TRADES AND MARINE TERMINALS**

No items
- X. PROPERTY**
 - A. Item for Consideration – Professional Service Agreement - Miller & Company.....21-28
 - B. Annual Month-to-Month Lease Update.....29
- XI. MARINAS**

No items



XII. AIRPORTS

- A. Item for Consideration – Century West Engineering Taxiway Rehab Phase 4.....30-32

XIII. EXECUTIVE SESSION

The Board may recess into Executive Session for those purposes authorized under Chapter 42.30 RCW, The Open Public Meetings Act.

XIV. OTHER BUSINESS

- A. Item for Consideration - Western Port Angeles Harbor Site – Provisional Cost Sharing and Cooperation Agreement.....33-68

XV. ITEMS NOT ON THE AGENDA

XVI. COMMISSIONER REPORTS

XVII. PUBLIC COMMENT SESSION (TOTAL SESSION UP TO 20 MINUTES)

XVIII. FUTURE AGENDA.....69

XIX. NEXT MEETINGS

- A. June 24, 2025 – Regular Commission Meeting **Comm. Burke excused absence*
- B. July 8, 2025 – Regular Commission Meeting
- C. July 22, 2025 – Regular Commission Meeting
- D. August 12, 2025 – Regular Commission Meeting **Comm. McAleer excused absence*
- E. August 26, 2025 – Regular Commission Meeting

XX. UPCOMING EVENTS

- A. June 10-12, 2025 – PNWA Summer Conference, Bellingham, WA
- B. June 25-27, 2025 – WPPA Finance & Administration Seminar, Walla Walla, WA
- C. July 9-11, 2025 – WPPA Directors Seminar, Leavenworth, WA
- D. July 24-25, 2025 – NWMTA Summer Meeting, Port of Kalama, OR

BROWN BAG LUNCH AND OPEN DISCUSSION WITH THE COMMISSION (TIME PERMITTING)

XXI. EXECUTIVE SESSION



The Board may recess into Executive Session for those purposes authorized under Chapter 42.30 RCW, The Open Public Meetings Act.

XXII. ADJOURN

RULES FOR ATTENDING COMMISSION MEETING

- Signs, placards, and noise making devices including musical instruments are prohibited.
- Disruptive behavior by audience members is inappropriate and may result in removal.
- Loud comments, clapping, and booing may be considered disruptive and result in removal at the discretion of the Chair.

RULES FOR SPEAKING AT A COMMISSION MEETING

- Members of the public wishing to address the Board on general items may do so during the designated times on the agenda or when recognized by the Chair.
- Time allotted to each speaker is determined by the Chair and, in general, is limited to 3 minutes.
- Total time planned for each public comment period is 20 minutes, subject to change by the Chair.
- All comments should be made from the speaker's rostrum and any individual making comments shall first state their name and address for the official record.
- Speakers should not comment more than once per meeting unless their comments pertain to a new topic they have not previously spoken about.
- In the event of a contentious topic with multiple speakers, the Chair will attempt to provide equal time for both sides.

Approval Required: (check box) <input type="checkbox"/> Commissioners (Policy) <input checked="" type="checkbox"/> Executive Director <input checked="" type="checkbox"/> Director	Approved By: _____ Executive Director _____ Program Administrator	Approval Reference: (if applicable) RCWs 53.08, 39.80, 39.04, 39.12, 35.21 Effective Date: 2/10/15, revised 1/26/16, 1/23/17, 9/19/17, and 8/14/2018 in commission meeting minutes, 9/3/2019, 7/13/2021 in commission meeting minutes, 8/22/2023 in commission meeting minutes
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I. Purpose

The Port of Port Angeles' Community Partner Program offers matching funds of up to the amount established during the annual budget process for use in economic development projects, education and workforce training projects, community events, tourism promotion projects, and environmental stewardship projects in Clallam County. Port-sponsored events or projects promoting Port facilities or the Port's mission will be part of the Port's operating budget rather than being included in this program. Examples of Port-sponsored events include but are not limited to the Sequim Logging Show, Maritime Festival, Waterfront Days, Airport Day, 4th of July Celebration, and Workforce Training related to one of the Port's strategic plan initiatives.

II. Definitions

- **Community Event:** A community event is a local event or activity that may attract non-Clallam County residents. A community event must provide the Port with an opportunity to educate and market itself to the event attendees.
- **Education Project and Workforce Training:** An education project will identify, evaluate, and/or provide exposure to local needs and opportunities in the areas of workforce training, vocational outreach, and/or career education for Clallam County residents in manufacturing and the skilled trades. A workforce training project may include occupational job training and placement, job advancement and job retention, pre-apprenticeship training, or occupational programs associated with the local economy and development. Such programs may be operated by either non-profit or public entities. Although the Port is authorized to work with private entities for workforce training, the Community Partner Program is currently limited to governmental agencies and non-profit organizations.
- **Economic Development Project:** An economic development project promotes the creation and/or retention of jobs and the growth of household incomes in Clallam County, through the development of new industry and trades or through the expansion

of existing industries and trades, including trades that rely on the use of Port properties and facilities.

- **Environmental Stewardship Project:** An environmental stewardship program promotes environmental improvements through projects such as watershed management and habitat protection (RCW 35.21.278; RCW 53.08.255). Environmental stewardship projects require, by statute, a 3:1 cost-share match by the applicant. A match may include, but is not limited to, volunteer time at a predetermined rate (including participants' time), in-kind donations, and cash donations or grants acquired during the project. The Port has restricted this program to the following qualifying applicants: Non-profits and Tribal entities only.

III. Policy

As a special purpose district governed by state law, investments by the Port of Port Angeles must adhere to the legal requirements set forth in Title 53 of the Revised Code of Washington (particularly RCW Chapter 53.08 and Section 53.08.245), as well as Article VIII, Sections 5, 7 and 8 of the Washington State Constitution

To be eligible, the applicant must be a public or non-profit group, of an incorporated or unincorporated small city with no more than 10,000 residents. Applicants may request funds to be applied toward economic development, education and workforce training, community events, tourism promotion projects, and environmental stewardship in Clallam County. Applications for financial support for the ongoing operations of the applicant will not be considered.

The Port Commission will award funds to qualifying applications based on the priority established by the Commission. The Commission has directed that Property Tax receipts will be used to fund this program.

IV. Procedures

A. Funds

The Community Partner Program funds shall be established and approved annually by the Commission and shall consist of those funds provided by the Port for disbursement by the Commission as part of this program. All funds disbursed by the Port shall be disbursed only in conformance with the procedures outlined in this policy. Annually, the Commission will review the total funds allocated to this program as well as the allowable dollar threshold per application and may choose to adjust the dollar amounts of either or both.

Monies in the fund shall be used for 1:1 matching funds for projects undertaken by the successful applicants, except for the environmental stewardship projects, which require 3:1

matching funds (see “Definitions” above). Fund monies shall not be used to provide the sole source of financing for projects undertaken by successful applicants. Applications that are not being funded in part by the applicant and/or through other public funds will not be considered. Applications for funds must specify sources for other project funds. Applicants may apply for fund monies for multiple projects, but each project shall be the subject of a separate application. Exceptions to the fund matching ratio can be made with the approval of the Commission. The Commission may also consider in-kind services in place of matching funds.

B. Applications and Application Screening

The operating year for the program shall begin on January 1st of each year and shall end on December 31st of the same year. The application period shall commence on September 1st and end by September 30th with the funding awards determined no later than the first Commission meeting of December. Applications shall be in writing (electronic or mailed) using the Port of Port Angeles Community Partner Program application form.

1. Staff Screening:

Port staff shall perform a “pre-screening” of the applications ensuring the application is complete and supporting documentation is attached if necessary. Port staff may reject applications that are incomplete or fail to meet the legal requirements set forth for port districts in RCW 53.08.245, RCW 53.08.255, RCW 53.08.260-.270, RCW 53.08.420, and RCW 35.21.278.

Staff will consider whether an application is aligned with Port sponsorships and whether it could be a marketing opportunity for a business line and possibly included in the operating budget. If staff believes it would be as effective as other marketing opportunities, then staff will inform the Commission that the application could be considered for the operating budget.

The Clerk of the Board shall forward all pre-screened applications with a summary sheet for Commission funding recommendations. Staff will provide comments regarding any concerns or possibility of Port sponsorship to the Commission no later than the first regular meeting in October.

2. Commission Screening:

At any public meeting in October, the Port Commissioners may discuss which applicants (if any) should be invited to provide a presentation regarding the proposed project and answer questions posed by the individual commissioners. Any requested presentation should be scheduled for a November Commission meeting. An invitation for an applicant

to present does not indicate the merit of the project, it is simply to answer questions about the project.

The Port Commission shall evaluate and prioritize the pre-screened applications and announce the funding recipients no later than the 1st Commission meeting in December. The Port Commission shall evaluate all pre-screened applications and shall prioritize them using such factors as the amount of funding requested for the project, the percentage of the overall total project cost being requested in the application, the nature of the project in the application, and the most direct linkage to Port's mission and vision.

Preference may be given to applicants who have not previously received two (2) consecutive years of Community Partner Program funds. Preference will be given to applicants who have not received Lodging Tax Advisory Committee (LTAC) funds for their project.

In the event a successful applicant elects not to undertake or complete a project for which it has been allocated fund monies, then the Commission may make such funds available to the next highest prioritized application.

C. Fund Disbursement:

In undertaking projects that have been allocated fund monies, successful applicants shall be solely responsible for the timely payment of all invoices submitted by vendors, professionals, contractors, and any other parties providing goods and/or services for any project receiving fund monies. Such invoices shall be provided to the Port, with proof of payment, the earlier of (i) ninety (90) days after the provision of the goods and/or services being billed for therein and (ii) thirty (30) days prior to the end of the then-current operating year. The Port shall in turn make payment directly to the successful applicant or a designated fiscal agent for the applicant. Payment shall be made within thirty (30) days of the Port's receipt of the invoice from the successful applicant. If an applicant does not have the funds available to purchase approved items and subsequently request a reimbursement from the Port, the organization or group must procure a fiscal agent to provide the funds. The Port is prohibited by statute to prepay the types of expenses to be incurred under this program.

D. Hold-Over:

Successful applicants who, for unforeseen circumstances, have not expended their awarded Community Partner Program Funds by the end of the calendar year, may apply in writing by November 15th of the current calendar year to have their awarded funds held over into the next calendar year. The written request must contain details of the circumstances that are requiring the hold-over, the amount of funds requested to be held-over and the date by which the funds will be expended if a hold-over is granted. The Commission will evaluate each written request for hold-over on a case by case basis. Notification of hold-over approval will be provided no

later than the 1st Commission meeting in December. All held-over funds shall be expended by March 31st.

V. References

1. RCW Chapter 53.08, Section 53.08.245, and RCW 35.21.278
2. Article VIII, Section 8 of the Washington State Constitution allows the use of public funds by port districts in such manner as may be prescribed by the legislature for industrial development or trade promotion.
3. Article VIII sections 5 and 7 of the Washington State Constitution prohibits the Port from loaning or gifting state funds, property or credit.



Port of Port Angeles Community Partner Program Application

The Port of Port Angeles' 2026 Community Partner Program offers matching funds of up to the amount established during the annual budget process for use in eligible economic development projects, education projects and workforce training, community events, tourism promotion projects, and environmental stewardship programs in Clallam County. Annually, the Commission's goal is to utilize 4% to 5% of the Port's property tax revenue to benefit the citizens of Clallam County. To be eligible, the applicant must be a public or non-profit group or an incorporated or unincorporated small city of no more than 10,000 residents. **Each applicant's request will be limited to \$10,000 or less.** Port-sponsored events or projects promoting Port facilities or the Port's mission will be part of the Port's operating budget rather than being included in this program.

Definitions

Community Event: A community event is a local event or activity which may attract non-Clallam County residents. A community event must provide the Port the opportunity to educate and market the Port to the event attendees.

Education Project and Workforce Training: An education project will identify, evaluate, and/or provide exposure to local needs and opportunities in the areas of workforce training, vocational outreach, and/or career education for Clallam County residents in manufacturing and the skilled trades. A workforce training project may include occupational job training and placement, job advancement and job retention, pre-apprenticeship training, or occupational programs associated with the local economy and development. Such programs may be operated by either non-profit, private, or public entities. Although the Port is authorized to work with private entities for workforce training, the Community Partner Program is limited to governmental agencies and non-profits.

Economic Development Project: An economic development project promotes the creation and/or retention of jobs and the growth of household incomes in Clallam County by developing new industries and trades or expanding existing industries and trades, including trades that rely on the use of Port properties and facilities.

Environmental Stewardship Project: An environmental stewardship program promotes environmental improvements through projects such as watershed management and habitat protection (RCW 35.21.278). Environmental stewardship projects require, by statute, a 3:1 cost-share match by the applicant. A match may include, but is not limited to, volunteer time at a predetermined rate (including participants' time), in-kind donations, and cash donations or grants acquired during the project. The Port has restricted this program to the following qualifying applicants: Non-profit and Tribal entities only.

How It Works

As stated in the introduction, the Board of Commissioners determines the available funds for the year.

For 2026, \$10,000 will be allocated for environmental stewardship projects, with the remaining funds being split as follows: no more than 25% for community events, with the remaining 75% available for education and workforce training projects and economic development projects.

The application window will open on September 1, 2025, and close at 5:00 pm on September 30, 2025. All applications must be \$10,000 or less. Following the solicitation period, the Port shall perform a “pre-screening” of the applications, ensuring the application is complete and that supporting documentation is attached if necessary. Port staff may reject incomplete applications or applications that fail to meet the legal requirements set forth for port districts in RCW 53.08.245, RCW 53.08.255, RCW 53.08.260-.270, RCW 53.08.420, and RCW 35.21.278.

Port staff will forward all eligible proposals to the Board of Commissioners by October 15, 2025. The Board will then award funds based on the proposals meeting the definitions above and the availability of funds. The awards will be determined no later than the first Commission meeting in December. The number and value of individual awards may vary from year to year depending on the selections by the Board of Commissioners, available funds, and the proposals submitted. Each successful applicant will then have until the end of the 2026 calendar year to spend the project money and submit supporting documentation to the Port of Port Angeles for reimbursement. If funds are needed in advance, the applicant must appoint a fiscal agent to pre-pay the funds to the applicant or the vendor.

Guidelines

1. Projects must provide a direct link to economic development, education and workforce training, community events, and environmental stewardship programs as defined above.
2. Applicants **must** limit their request for funds to **\$10,000 or less**.
3. Applicants must document the needs/benefits of their project. For example, in the education project and workforce training category, documentation could demonstrate the need for vocational outreach to local schools about the skilled trades.
4. Projects deemed most “ready-to-go” or that fill a needed funding gap shall receive preference. For example, if project funding helps to secure additional funds from the public or private sector, the project would receive preference.
5. A minimum 1:1 cost-share match by the applicant is preferred for all categories except environmental stewardship projects. The match does not necessarily have to be local dollars; in-kind contributions will be considered. Matching funds must be firmly committed and documented as part of the application.
6. For the environmental stewardship project category, applicants must provide a minimum 3:1 cost-share match. Matches may include volunteer time at a predetermined rate (including participants’ time), in-kind donations, and cash donations or grants acquired during the project.
7. Reimbursement by the Port is based on actual expenses documented by the applicant through paid invoices. Proof of payment must be submitted with the invoices. All payments will be made to the organization or group requesting the funds or a fiscal agent appointed by the organization or group.
8. Projects should be consistent with the applicant’s and/or Port’s mission and/or strategic plans.
9. Projects must be within the port district’s legal and statutory authority*.
10. Following award notification, an interlocal agreement with the Port of Port Angeles may need to be executed.
11. Applications for financial support for the ongoing operations of the applicant will not be considered.
12. Once the project is complete, a 3-minute presentation to the Port Commission at an open public meeting may be required.
13. **Preference may be given to applicants who have not previously received two (2) consecutive years of Community Partner Program funds.**
14. Preference will be given to applicants who have not received Lodging Tax Advisory Committee (LTAC) funds for their project.

Instructions

1. Please type or legibly print your responses on the Community Partner Program Application.
2. Answer each question in the space provided. If more space is needed, either extend the page length or add additional pages.
3. Attach supporting documents for your project i.e., budget, quotes, plans, etc.
 - a. If an entity is a non-profit, please attach form 990.
 - b. Committed matching funds for the project must be documented in writing and submitted.
4. Sign and date the application.
5. Send the completed application to the Port of Port Angeles, PO Box 1350, Port Angeles, WA 98362, or email it to braedij@portofpa.com by **5:00 pm on September 30, 2025**.
6. Call or email Braedi Joutsen at (360) 417-3454 or braedij@portofpa.com with any questions relating to the information and instructions above.

**As a special purpose district governed by state law, investments by the Port of Port Angeles must adhere to the legal requirements outlined in Title 53 of the Revised Code of Washington (particularly RCW Chapter 53.08 and Section 53.08.245). Additionally, the Port is bound by the Constitution of the State of Washington. Articles VIII, Sections 5 and 7 prohibit the Port from loaning or gifting state funds, property, or credit.*

Community Partner Program Application

Organization

Organization Name:			
Address:			
City:	County:	State:	Zip Code:
Website:		Organization Legal Status, ie 501(c)3 or 107(c)(1):	
Organization/Representative/Contact: Name and Title:		Phone:	Email Address:
Has your organization received funding from the Community Partner Program before? When, how much and what for?			

Project Information

What category does your project represent? (Check the box below)			
Economic Development	Education	Community Event	Enviromental
Title and Brief Description of Project:			
Firm Financial Commitments to Date: Source		Total Project Cost:	
Amount Requested from the Port of PA:		Has your project received LTAC funding? If so, how much?	
Port Funds: Specifically, how would you use the Port's funding?			

Need

Why is this project important for economic development in Clallam County? How is this project consistent with the communities and/or Port's strategic/comprehensive plans? Attach and reference relevant plans, if applicable.

Approach

Describe the plan for implementation of this project. When would you need the funds? What is the timeline for completion?

Signature

Printed Name:	Date:
Signature:	



REGULAR COMMISSION MEETING
Tuesday, May 27, 2025, at 9:00 am
338 W. First St, Port Angeles, WA 98362
MINUTES

The Regular Commission Meeting will be available to the public in person and remotely. For instructions on how to connect to the meeting remotely, please visit <https://portofpa.com/about-us/agenda-center/>

Steve Burke, Commissioner
Colleen McAleer, Commissioner
Connie Beauvais, Commissioner
Paul Jarkiewicz, Executive Director

Chris Hartman, Director of Engineering
Caleb McMahon, Dir. of Economic Development
Braedi Joutsen, Clerk to the Board
Jennifer Baker, Director of Admin & Finance

I. CALL TO ORDER / PLEDGE OF ALLEGIANCE

Comm. Burke called the meeting to order at 9:00 am.

II. EARLY PUBLIC COMMENT SESSION (TOTAL SESSION UP TO 20 MINUTES)

None.

III. APPROVAL OF AGENDA

- Motion to approve the agenda as presented: Comm. Beauvais
- 2nd: Comm. McAleer
- Vote: 3-0 (Unanimous)

IV. EXECUTIVE SESSION – TIME SPECIFIC 9:10 AM

The Board may recess into Executive Session for those purposes authorized under Chapter 42.30 RCW, The Open Public Meetings Act.

- Comm. Burke recessed the meeting to convene an executive session with an anticipated length of 1 hour. Following the executive session, the Commission may take action.
- Discussion: One (1) item concerning legal or financial risk. Discussing such matters in executive session is appropriate pursuant to RCW 42.30.110(1)(i).
- Start Time: 9:02 am
- Extended: 30 minutes
- End Time: 10:32 am

Public Session of Commission Meeting Reconvened: 10:32 am



V. OTHER BUSINESS – TIME SPECIFIC 9:45 AM

- A. Item for Consideration – Western Port Angeles Harbor Group Consent Decree
- Presentation: Jesse Waknitz
 - Discussion
 - Motion to authorize the Executive Director to execute the Consent Decree for the Western Port Angeles Harbor Site, and to make any minor non-substantive changes, i.e., relating to grammar, dates, etc.: Comm. McAleer
 - 2nd: Comm. Beauvais
 - Vote: 3-0 (Unanimous)

VI. WORK SESSION

- A. Cash & Investment Report
- Presentation: Jennifer Baker
 - Discussion
 - No Action
- B. April Financial Report
- Presentation: Jennifer Baker
 - Discussion
 - No Action

VII. APPROVAL OF CONSENT AGENDA

- A. Regular Commission Meeting Minutes – May 13, 2025
- B. Vouchers in the amount of \$639,258.36
- Discussion
 - Motion to approve the consent agenda as presented: Comm. Beauvais
 - 2nd: Comm. McAleer
 - Vote: 3-0 (Unanimous)

VIII. COMPLETION OF RECORDS

No items



IX. PLANNING AND CAPITAL PROJECTS

- A. Item for Consideration – Anchor QEA – Programmatic Maintenance Permitting
- Presentation: Jesse Waknitz
 - Discussion
 - Motion to authorize the Executive Director to execute a Professional Services Agreement with Anchor QEA for the "Programmatic Maintenance Permitting" project of \$99,982.85: Comm. McAleer
 - 2nd: Comm. Beauvais
 - Vote: 3-0 (Unanimous)

X. LOG YARD

No items

XI. MARINE TRADES AND MARINE TERMINALS

No items

XII. PROPERTY

No items

XIII. MARINAS

No items

XIV. AIRPORTS

No items

XV. OTHER BUSINESS

- A. Item for Consideration – Port Infrastructure Development Program (PIDP) 2024 Award Acceptance
- Presentation: Katharine Fraizer
 - Discussion
 - Motion to direct the Executive Director to accept and sign the 2024 PIDP grant agreement with MARAD for a project total of \$11,250,000 (80% grant funded): Comm. Beauvais
 - 2nd: Comm. McAleer
 - Vote: 3-0 (Unanimous)



B. Item for Consideration – Shore Power Design RFQ

- Presentation: Katharine Fraizer
- Discussion
- Motion to authorize the Executive Director to execute a professional services agreement with Harbor Power Engineers for a total project cost not to exceed \$200,250.00, and to make any necessary minor amendments to the agreement:
Comm. McAleer
- 2nd: Comm. Beauvais
- Vote: 3-0 (Unanimous)

XVI. ITEMS NOT ON THE AGENDA

Comm. McAleer asked the Commission for a consensus to approve a memorial bench to be placed in the John Wayne Marina in remembrance of Ty Coone, who was lost at sea a week ago.

Comm. Beauvais shared that the City of Port Angeles has a 5 pm work session this evening to discuss future road projects.

XVII. COMMISSIONER REPORTS

Comm. Burke shared that Paul and he attended the WPPA Spring Conference in Spokane last week.

XVIII. PUBLIC COMMENT SESSION (TOTAL SESSION UP TO 20 MINUTES)

None.

XIX. FUTURE AGENDA

XX. NEXT MEETINGS

- A. June 10, 2024 – Regular Commission Meeting
- B. June 24, 2025 – Regular Commission Meeting ***Comm. Burke will be absent**
- C. July 8, 2025 – Regular Commission Meeting
- D. July 22, 2025 – Regular Commission Meeting



XXI. UPCOMING EVENTS

- A. June 2, 2025 – Olympic Peninsula Academy Ribbon Cutting, Sequim, WA
- B. June 7-8, 2025 – Maritime Festival, Port Angeles, WA
- C. June 9, 2025 – Port Angeles Mills Tour, Port Angeles, WA
- D. June 10-12, 2025 – PNWA Summer Conference, Bellingham, WA
- E. June 25-27, 2025 – WPPA Finance & Administration Seminar, Walla Walla, WA
- F. July 9-11, 2025 – WPPA Directors Seminar, Leavenworth, WA
- G. July 21-23, 2025 – WPPA Commissioners Seminar, Leavenworth, WA
- H. July 24-25, 2025 – NWMTA Summer Meeting, Port of Kalama, OR

BROWN BAG LUNCH AND OPEN DISCUSSION WITH THE COMMISSION *(TIME PERMITTING)*

XXII. EXECUTIVE SESSION

The Board may recess into Executive Session for those purposes authorized under Chapter 42.30 RCW, The Open Public Meetings Act.

- Comm. Burke recessed the meeting to convene an executive session with an anticipated length of 30 minutes. Following the executive session, the Commission may take action.
- Discussion: One (1) item concerning legal or financial risk. Discussing such matters in executive session is appropriate pursuant to RCW 42.30.110(1)(i).
- Start Time: 10:50 am
- Recess: 2 minutes
- Extended: 30 minutes
- End Time: 11:52 am

Public Session of Commission Meeting Reconvened: 11:52 am

Commissioner Burke noted that no action will be taken as a result of the executive session.

XXIII. ADJOURN

Comm. Burke adjourned the meeting at 12:40 pm.

PORT OF PORT ANGELES
BOARD OF COMMISSIONERS

Steven Burke, President

Connie Beauvais, Secretary

**PORT OF PORT ANGELES
GENERAL FUND – LETTER OF TRANSMITTAL
VOUCHER APPROVAL**

We, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due, and unpaid obligation against the Port of Port Angeles, and that we are authorized to authenticate and certify to said claim.

This process is in compliance with the applicable RCWs and the State Auditor's Budget Accounting and Reporting System (BARS) requirements. Further, the Port maintains effective internal controls to ensure that all disbursements are valid obligations authorized in accordance with the Delegation of Authority Policy.

SUMMARY TRANSMITTAL May 22, 2025 – June 4, 2025

CERTIFICATION

Accounts Payable

	Begin Check #	End Check #		
For General Expenses and Construction				
Accts Payable Checks (computer)	419341	419376	\$	189,892.18
Voided/Zero Payable	419352	419352	\$	-
Accts Payable ACH	005101	005140	\$	92,898.96
VOIDED/ZERO PAYABLE ACH			\$	-
Wire Transfer - Expenses			\$	9,710.03
Wire Transfer - Excise Tax			\$	9,698.05
Wire Transfer - Leasehold Tax			\$	-
Total General Expenses and Construction			\$	302,199.22

Payroll

Employee Payroll – Draws (Direct Deposit)			\$	-
Voided Payroll Check	005065, 005079, 005091		\$	-
Employee Payroll Checks PPD (Direct Dep)	005035	005100	\$	116,726.93
Wire Transfer – (Payroll Taxes, Retirement, Deferred Comp, L&I, PMFL)			\$	60,634.26
Total Payroll			\$	177,361.19
Total General Exp & Payroll			\$	479,560.41

I, the Port Auditor or Deputy Auditor, do hereby clarify that the claims listed above are true and valid obligations and that appropriate and effective internal controls are in place to ensure that the outstanding obligations have been processed in accordance with the Port of Port Angeles procurement/payment policies and delegation of authority.

Auditor / Deputy Auditor

Commissioner, Connie Beauvais

Commissioner, Steven D. Burke

Commissioner, Colleen McAleer

MONTHLY REPORT TO THE BOARD OF PORT COMMISSIONERS

May 2025

SUBJECT: REPORTS REQUIRED UNDER THE PROVISIONS OF THE DELEGATION OF AUTHORITY

REPORT	NO ACTION	ATTACHED
Lease Renewals/Options and 1 Year or Less Agreements at Market Rates; Leases, Assignments, Subleases, Berthage/Dockage, & Miscellaneous (Use, Equipment, Hangar, Marina Slips)		X
Lease Bond, Rental Insurance Deviations	X	
Work Contracts (\$50,000 or less) Executed	X	
Work Contracts Completed	X	
Change Orders Authorized	X	
Work by Port Crews or Day Labor (\$50,000 or less)	X	
Claims Settled	X	
Professional & Consulting Services Awarded and Architectural, Engineering & Technical Services Awarded		X
Fees Waived	X	
Uncollectible Accounts Written Off	X	
Experts Engaged for Litigation	X	
Grant Applications/Award	X	
Travel Outside WA, OR, ID and BC, Canada	X	
Surplus Personal Property (under \$10,000)	X	

LEASES, RENEWALS, AMENDMENTS, MISC. AGREEMENTS AND OPTIONS EXECUTED
OF ONE YEAR OR LESS APPROVED BY EXECUTIVE DIRECTOR
(In Accordance with the Delegation of Authority, Resolution 24-1290 dated 1.09.2024)

MAY 2025

TENANT NAME	DOCUMENT	LOCATION	FORM OF SURETY	SQ FEET	TERM	MONTHLY RENT
Westech Consulting, LLC	Commercial Lease	937 Boathaven Dr Office	3 months rent on file	624 SF Office	6.01.2025. 1 Year w/ 2 optional renewals	\$836.16, (\$1.34/SF) \$51.00 CAM
North Olympic Healthcare Network	New Term Lease	323 W 1st St Parking Lot	3 months rent	7,400 SF Land	6.01.2025	\$962.00/mo \$0.13/SF
Baranof Yacht Sales LLC	Lease Renewal	2577 W. Sequim Bay Rd	\$1,500 on file	Crows Nest Office	6.01.2025. 1 Year	\$509.00, \$25.00 CAM
Global Diving & Salvage, Inc.	Renewal	202 N. Cedar St #2	\$2,035.46 on file	335 SF Office 300 SF Warehouse	7.01.2025 1 year	\$596.75 \$40 CAM \$65 Util

PROFESSIONAL & PERSONAL SERVICES
AWARDED BY THE EXECUTIVE DIRECTOR
(In Accordance with Delegation of Authority)
May 2025

CONSULTANT	PROJECT	EST. COST	OTHER CONTRACT PROVISIONS
Floyd Snider	On-Call Strategic Support for Environmental Projects	Amendment 04 \$4,999.00	Contract NTE \$49,999

2026 BUDGET CALENDAR

Date	Meeting Topic	Staff Action
Tuesday, June 24, 2025	Strategic Plan - Intro '26 Priorities	
Tuesday, July 8, 2025	Strategic Plan - Discuss '26 Priorities	
Tuesday, July 22, 2025	Strategic Plan Review - Finalize '26 Priorities	
Tuesday, August 12, 2025		
Tuesday, August 26, 2025	Review Budget Calendar	
Tuesday, September 9, 2025	2025 Operating Budget Assumptions Review current 5-year & 20-year CIP	
Tuesday, September 23, 2025	2025 Capital Projects Projected Year End Draft 2026 Capital Budget Presentation Operating Budget Projection Highlights Finalize Operating Assumptions & Org Chart	
Tuesday, October 14, 2025	Capital Project Prioritization - if needed Introduce Operating Budget	
Tuesday, October 28, 2025	Draft Final Capital Budget Present Preliminary 2026 Operating Budget and Tax Levy	Publish public notice on 10/31 for Public Hearing (range 9-20 days).
Wednesday, November 12, 2025	Special Meeting - Open Public Hearing on 2026 Budget and Tax Levy	
Tuesday, November 18, 2025	Close Public Hearing. Adopt Tax Levy and 2026 Budget	Certify Budget to County

**ITEM FOR CONSIDERATION
BY THE
BOARD OF COMMISSIONERS**

June 6, 2025

**Subject: Miller & Company Legal Retainer -
PROFESSIONAL SERVICE AGREEMENT**

Presenter: Caleb McMahon, Director of Economic Development

RCW & POLICY REQUIREMENTS

RCW 39.80 requires state, local and special purpose districts to procure professional services (architectural and engineering services) through a qualification-based selection. Firms must be selected based on their qualifications only; price cannot be used as a factor. Price must be negotiated with the most qualified firm once they have been selected that is both fair and reasonable.

Additionally, the Port's *Delegation of Authority* requires professional service contracts in excess of \$75,000 to be authorized by the Commission.

BACKGROUND:

Over the last two years, the Port has worked towards receiving a designated Foreign Trade Zone. In January of 2025 the Port was awarded Foreign Trade Zone 303. Now that the Port has a designated Foreign Trade Zone, it has very unique and specific operational requirements in order to offer our tenants access to the Foreign Trade Zone.

After multiple recommendations, Port Staff had a meeting with members of Miller & Company. Miller & Company specialize in Foreign Trade Zones and have been doing so for over 40 years. Their guidance so far has been invaluable.

ANALYSIS:

The Port reached out to multiple organizations in search of Foreign Trade Zone legal counsel including, the Port of Tacoma, the Port's own general Counsel and others. After receiving multiple referrals to Miller & Company, Port staff took part in a meeting with Miller & Company. During this meeting information was shared that gave us directions in how to proceed with Foreign Trade Zone 303.

Their guidance has continued to be invaluable. RCW 52.19.020 specifically excuses contracts for legal services from the competitive RFP Processes.

ENVIRONMENTAL IMPACT:

None

FISCAL IMPACT:

This retainer requires no initial funds to be transferred but retains the services of Miller & Company for future services. Miller and Company charge an hourly rate to Public Ports of \$550. This is at a 25% discount to their private rate.

RECOMMENDED ACTION:

The Port Team recommend that the Commission authorize the Executive Director to execute a Professional Service Agreement with Miller & Company for legal services pertaining to the Foreign Trade Zone, and to make minor modifications that might be needed. While the amount intended is well below the delegation to the Executive Director, we want to keep the Commission abreast of matters regarding the FTZ.

PROJECT: Foreign Trade Zone No. 303 – FTZ Counsel
CONSULTANT: Miller & Company P.C. Attorneys at Law

THIS AGREEMENT is made and entered into by and between the Port of Port Angeles (*hereinafter referred to as the "Port"*) and **Miller & Company (M&C)** (*hereinafter referred to as the "Consultant"*) for the furnishing of consultant services for **Foreign Trade Zone No. 303 – FTZ Counsel.**

The Port and Consultant mutually agree as follows:

SCOPE AND SCHEDULE OF WORK

See the attached proposal (Exhibit A) from the Consultant dated May 1, 2025. Retainer for M&C to provide the Port with counsel as to the Port's responsibilities as Grantee of the Foreign Trade Zone No. 303.

List of Deliverables:

1. Assist the Port in identifying viable FTZ users as well as review the pros and cons of the FTZ program with potential FTZ users in Clallam County.
2. Review any application (Minor Boundary Modification Request, Subzone Application or Production Notification/Authorization Request) to be filed with the Foreign-Trade Zones Board with respect to FTZ No. 303.
3. Assist the Port in developing its Zone Schedule and FTZ Operating Agreements; and
4. Keep the Port updated and current with regard to any statutory, regulatory or administrative changes to the FTZ program that may impact the Port in its capacity as a Grantee.

Note: See Exhibit A for scope details.

COMPENSATION

This will be accomplished on an hourly rate basis and will not exceed **Five Hundred Fifty Dollars (\$550.00) per hour,** without prior written approval from the Port.

LENGTH OF AGREEMENT

The length of this agreement is from the last signed date through December 31, 2026.

RATE AND FEE SCHEDULE AND OUT-OF-POCKET EXPENSES

Not applicable.

REPRESENTATIVES

The Port's Project Manager and Consultant's Representative for this Agreement are as specified. Alternate representatives may be appointed by either party with written notice to the other party.

Port's Project Manager: Caleb McMahon, Director of Economic Development
Consultant's Representative: David R. Ostheimer, Esq.

TERMS AND CONDITIONS

In consideration of the mutual covenants, obligations, and compensation to be paid by the Port to Consultant, it is agreed that:

1. RELATIONSHIP OF THE PARTIES

Consultant, its subconsultants and employees, is an independent Contractor. Nothing contained herein shall be deemed to create a relationship of employer and employee or of principal and agent.

2. CONFLICTS OF INTEREST

Consultant warrants that it has no direct or indirect economic interest which conflicts in any manner with its performance of the services required under this Agreement. Consultant warrants that it has not retained any person to solicit this Agreement and has not agreed to pay such person any compensation or other consideration contingent upon the execution of this Agreement.

3. COMPLIANCE WITH LAWS

Consultant agrees to comply with all local, state, tribal and federal laws and regulations applicable to the services, including registration and taxes, permitting regulations and those regarding employee safety, the work place environment, and employment eligibility verifications as required by the Immigration and Naturalization Service. Consultant shall obtain all licenses and permits required to complete the scope of work as defined.

The Port shall furnish Consultant with the information required by the Hazard Communication standard for materials preexisting on the project site. Consultant will ensure that this information is made available to the Consultant's personnel and subconsultants, and incorporated into the contract documents as appropriate.

4. SUSPENSION AND DEBARMENT

By signing this agreement, the Consultant verifies that it has not been suspended or debarred from working on federally funded projects.

5. RECORDS AND OTHER TANGIBLES

Until the expiration of six years after the term of this Agreement, Consultant agrees to maintain accurate records of all work done in providing services specified by the Agreement and following Consultant's receipt of final payment therefore to deliver such records to the Port upon termination of the Agreement or otherwise as requested by the Port.

6. OWNERSHIP OF WORK

The services to be performed by Consultant shall be deemed instruments of service for purposes of the copyright laws of the United States. The Port has ownership rights to the work products prepared by the Consultant in performing these services. Consultant shall not be responsible for changes made in the work products by anyone other than the Consultant. Consultant shall have free right to retain, copy and use any tangible materials or information produced but only for its own internal purposes. Use of documents or other materials prepared under this Agreement for promotional purposes shall require the Port's prior consent.

7. DISCLOSURE

All information developed by the Consultant and all information made available to the Consultant by the Port, and all analyses or opinions reached by the Consultant shall be confidential and shall not be disclosed by the Consultant without the written consent of the Port except to the extent required by law or legal process.

8. DELIVERABLES

Unless otherwise specified in the Scope of Work, Consultant shall provide draft deliverables to the Port for review prior to preparation of final deliverables. Delivery of materials produced shall consist both of the tangible materials and any and all computer files used in the creation of the tangible product in the original format in which it was created and a PDF format or other format specified by the Port.

9. COMPENSATION

As full compensation for the performance of its obligations of this Agreement and the services to be provided, the Port shall pay Consultant as specified in the Agreement. Compensation for vehicle usage will be paid at the current Internal Revenue Service allowable mileage reimbursement rate based on road mileage distance between Consultant's office and project location. Consultant's expenses will be reimbursed at cost. Hourly rates shall include all of Consultant's routine administration and overhead expenses, including all equipment, software, tools and supplies reasonably required to perform the scope of services. The Port will not separately reimburse Consultant for routine overhead expenses or administration including but not limited to:

- A. Computer hardware or software usage
- B. Digital camera or recording equipment
- C. Communications - including phone, internet, fax, postage and courier
- D. Routine reproduction except for documents produced by outside vendor
- E. Small tools and expendables.
- F. Federal, state or local taxes
- G. Safety training and equipment
- H. Time devoted to Agreement negotiation, invoicing or dispute resolution.

10. PAYMENT SCHEDULE

Consultant shall submit detailed numbered invoices showing description of work items being invoiced, work order number, title of project, total authorized, total current invoice, balance of authorization, individual's names and titles, hours, hourly rate and all authorized expenses itemized, with backup, by the 10th of the month to be paid by the end of the current month, unless other terms are agreed to by the parties.

11. COSTS AND DISBURSEMENTS

Consultant shall pay all costs and disbursements required for the performance of its services under this Agreement.

12. INDEMNITY

For all claims arising from the performance of the Consultant's personal services Consultant and its subconsultants agree to indemnify and hold harmless the Port of Port Angeles, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs, by reason of any and all claims and demands on it, its officers and employees, to the extent arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's personal services.

13. INSURANCE

Prior to commencement of services under this Agreement and if required below, Consultant shall procure and maintain one or more lines of insurance coverage to be kept in force for the life of this Agreement. If required, insurance shall be procured from insurance carriers with a current A.M. Best's rating of no less than "A VI". Consultant shall submit to the Port a Certificate of Insurance which shows that it has obtained the required coverage(s). Coverage shall not lapse or be terminated without written notification to the Port, delivered electronically or by mail, not less than thirty (30) days prior to any such lapse or termination. Consultant agrees to notify the Port of any material change of coverage or reduction in limits. Except for professional liability, the Port shall be named as an additional insured on all policies on ISO Form CG 20 10 Form B.

This Agreement ☐ [Does] ☒ [Does not] require commercial general liability insurance. If neither box is checked, commercial general liability insurance is required. If required, the following will apply: Consultant shall procure and maintain during the life of this Agreement commercial general liability coverage on occurrence form CG0001 or equivalent with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate;

This Agreement ☐ [Does] ☒ [Does not] require automobile liability insurance. If neither box is checked, automobile liability insurance will be required.

Consultant shall procure and maintain during the life of this Agreement automobile liability insurance covering owned, non-owned and hired vehicles of \$1,000,000 combined single limit per accident. Sole proprietors may provide coverage on a Personal Auto Policy in lieu of a Commercial Auto coverage form.

This Agreement ☐ [Does] ☒ [Does not] require Professional Liability insurance coverage. If neither box is checked, the Agreement does require this coverage.

Consultant shall procure and maintain during the life of this Agreement professional liability insurance of \$1,000,000 per claim and in the aggregate. Insurance shall have a retroactive date before the date of commencement of services and shall remain in effect for the term of this Agreement plus three years.

14. FORCE MAJURE

Neither the Port nor the Consultant shall hold the other party responsible for damages or delay in performance caused by acts of god, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

15. STANDARD OF CARE

Consultant shall perform its work to conform to generally accepted professional standards. Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all deliverables prepared under this Agreement. Consultant shall, without additional compensation, correct or revise any errors or omissions in such deliverables. The Port's approval of deliverables shall not relieve Consultant of responsibility for the adequacy or accuracy thereof. The Consultant shall remain liable for damages and costs incurred by the Port to the extent arising from the Consultant's errors, omissions or negligent performance of services furnished under this Agreement.

16. COMPETITIVE SPECIFICATION

This Agreement ☐ [Does] ☒ [Does not] require development of plans or specifications. If required, the following paragraph shall apply:

Consultant shall provide for the maximum use of materials, equipment, construction methods and products that are readily available through competitive procurement, or through standard or proven production techniques.

Consultant shall not produce a design or specification which would be restrictive or written in a manner as to contain proprietary requirements other than those based on performance, unless such requirements are necessary to demonstrate a specific outcome or to provide for necessary interchangeability of parts and equipment. Consultant shall justify in writing the use of any sole source. Where brand names are identified, they shall be followed by the salient product performance characteristics and the words "or approved equal" so that comparable quality or utility may be determined.

17. TIME

Time is of the essence in the performance by the Consultant of the services required by this Agreement. The Consultant shall complete its services within the milestones set forth in the project schedule. The Consultant shall also address issues which may result in completion beyond the established schedule or budget.

18. ASSIGNABILITY

Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any party without prior written consent of the Port.

19. TERM OF THIS AGREEMENT

The effective dates of this Agreement are as specified. This Agreement may be terminated by the Port for cause when the Port deems continuation to be detrimental to its interests or for failure of the consultant to perform the services specified in the Agreement. The Port may terminate this Agreement at any time for government convenience in which case it shall provide notice to the Consultant and reimburse the

Consultant for its costs and fees incurred prior to the notice of termination. The provisions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of performance or termination of this Agreement shall so survive. All indemnities provided in this Agreement shall survive the expiration or any earlier termination of this Agreement.

20. DISPUTES

If a dispute arises relating to this Agreement and cannot be settled through direct discussions, the parties agree to endeavor to settle the dispute through a mediation firm acceptable to both parties, the cost of which shall be divided equally. The Port reserves the right to join any dispute under this Agreement with any other claim in litigation or other dispute resolution forum, and the Consultant agrees to such joinder, so that all disputes related to the project may be consolidated and resolved in one forum. Venue for any litigation shall be the Clallam County Superior Court of the state of Washington and the prevailing party shall be entitled to recover its costs and reasonable attorney fees.

21. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated understanding between the Port and Consultant and may be amended only by written instrument signed by both the Port and Consultant.

22. ORDER OF PRECEDENCE

The provisions of this Agreement are complimentary and shall be interpreted to give effect to all of its provisions. Any inconsistency in this Agreement shall be resolved in the following order of precedence:

- A. Personal Services Agreement including Terms and Conditions, as modified by the latest amendment.
- B. Exhibit A, Scope of Work, as modified by the latest amendment.

AGREED

This agreement is expressly conditioned upon the Terms and Conditions and any Attachments attached and by reference incorporated herein. Consultant acknowledges reading this Agreement, understands it and agrees to be bound by its Terms and Conditions.

PORT OF PORT ANGELES**MILLER & COMPANY**

By: _____
Paul Jarkiewicz

By: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

MONTH TO MONTH AND LICENSES - As of June 1, 2025						
	June 2022 we had 29 June 2023 we had 21 June 2024 we have 19 June 2025 we have 18					
	Tenant Name / Location	Document	SF	Current Monthly Rent	Start Date	Comments
1	2 Grade, LLC Land - 2417 W 19th	MTM	24,000 SF Land	\$2,538.31	7/22/2015	Flexibility for Tenant
2	2 Grade, LLC Garage - 2032 S. O Street	MTM	3,000 SF Bldg	\$1,015.49	2/1/2016	Flexibility for Tenant
3	Accurate Angle Crane 400 Block Marine (crane storage)	MTM	480 SF Land	\$65.14	4/17/2014	Rent paid annually
4	A.M. Holdings Cedar Street, Land and Storage	Holdover	Area C	\$2,009.40	6/1/1995	Deciding future use
5	Andy Choi 801 Marine	License	10,322 SF Bldg	\$597.53	7/1/2018	
6	Atlas Tower 1, LLC 18th Street & Butler	License	Cell Tower Site	\$0.00	4/29/2025	Due diligence until 9.01.2025
7	Biobased Trading 202 N Cedar #1 Office and Telestacker storage	MTM	399 SF Bldg 2,400 Land	\$1,259.58	8/1/2017	Port desires flexibility
8	Bluewater Boatworks 830 W Boathaven	License	1,500 SF Bldg	\$1,223.32	4/1/2021	Port desires flexibility
9	Clallam County Fire District Seiku Airport	MTM	3,200 SF Hangar 5,400 SF Access	\$450	3/1/2011	Non escalating rent
10	Clallam County Emergency Command Center (DART) at FIA	License	970 SF Bldg	\$0.00	4/28/2023	In-Kind Services
11	FAA Antenna and Equipment, FIA	Holdover	360 SF	\$750	10/10/2011	
12	High Tide Seafoods 3rd Street Lot	MTM	3,000 SF Land	\$50	6/1/1989	To Replace with new term lease
13	High Tide Seafoods 820 Marine Dr	Holdover	6,000 SF Bldg	\$1,693.00	1/15/2003	To Replace with new term lease
14	Insitu Ecosystems LLC 2140 W 18th St (1050 Bldg)	MTM	2,801 SF Bldg 1,239 SF Land	\$1,375.64	9/15/2019	Port desires flexibility
15	Merrill & Ring Airport Log yard	MTM	Reduced to 1 AC in Feb 2024	\$1,093.99	5/27/2014	Flexibility for Tenant
16	Port Angeles Hardwood, LLC 2140 W 18th St (1050 Bldg)	MTM	23,625 SF	\$8,861.44	11/1/2022	Flexibility for Tenant
17	Project Macoma LLC 1301 Marine (Mech Shop)	License	500 SF	\$200	3/27/2025	Temporary Storage
18	Waterfront Automotive LLC 930 Marine Drive	MTM	2,400 SF Warehouse	\$1,543.07	3/1/2025	Flexibility for Tenant during last year in building

**ITEM FOR CONSIDERATION
BY THE
BOARD OF PORT COMMISSIONERS**

June 10, 2025

**Subject: Century West Engineering Taxiway
Reconstruct/Rehabilitation – Phase 4 Construction
Administration – Professional Services Agreement**

Staff Lead: James Alton, Airport Manager

RCW & POLICY REQUIREMENTS:

Commission Resolution 24-1290 Delegation of Authority, Section VI.A, Policy Governing Arrangements for Professional and Consultant Services; Commission approval is required when the aggregate cost of an agreement plus amendments is greater than \$50,000 and there is no specific line item in the approved budget.

BACKGROUND:

William R. Fairchild International Airport relies on hundreds of acres of asphalt pavement. The Taxiway A system, including connector taxiways, needs rehabilitation and/or reconstruction. The Taxiway project consists of crack seal and slurry seal on the eastern portion of Taxiway A (approximately 2,700 feet, from Taxiway B to Taxiway E) and full reconstruction of the western portion of Taxiway A (approximately 3,800 feet, from Taxiway E to Taxiway H). The taxiway project also includes rehabilitation of connector Taxiways B, C, D, E, G, and H.

To maintain the design, engineering, and construction timeline required for the reconstruction and rehabilitation project in summer 2026, the Port engaged with Century West Engineering.

In 2019, the Port Team conducted a Request for Quotation (RFQ) process to select an aviation engineering firm to lead the design and engineering phase of the runway and taxiway rehabilitation project. Century West Engineering was the unanimous choice by staff due to their expertise and experience with similar projects.

The total fee for services provided by Century West Engineering for the Taxiway Reconstruction/Rehabilitation – Phase 4 TW Construction Administration is \$423,454.12. The FAA has indicated that all costs are AIP-eligible.

ANALYSIS:

Scope of work and fee for Taxiway Phase 4 Construction Administration is broken down into 3 tasks:

Task 1	Project Management/Administration	\$57,068.27
Task 2	Bid Support	\$20,008.03
Task 3	Construction Management & Inspection Services	\$346,377.82

Primary Task 1 Deliverables:

- Contract scope and fee schedule
- Documents for Independent Fee Estimate (IFE) review
- Project Administration
- FAA grant application
- DBE program update and annual DBE reports information
- Strategic event form updates (as needed)
- FAA quarterly and annual reporting forms

Primary Task 2 Deliverables:

- Project bidding coordination
- Prepare addenda
- Bid Tab and Recommendation of Award Letter
- Conformed plans and specifications

Primary Task 3 Deliverables:

- Construction Management Program
- On-site construction observation, coordination, documentation
- Off-site project manager coordination
- Daily and weekly observation and progress reports
- Weekly construction meeting agendas and meeting notes
- Quality Assurance (P401) Test Records and Documentation
- Record drawings (PDF & CAD)
- As-Built Pen & Ink construction update to ALP
- Closeout documentation report (1 hardcopy for FAA; 1 PDF copy for Airport)
- Audit Support Files

The general anticipated project schedule is as follows:

- June 2025 – Taxiway Bid
- Summer 2026 – Taxiway Construction

The actual project schedule is dependent on FAA funding availability and timing of FAA grant offer.

ENVIRONMENTAL IMPACT:

None.

FISCAL IMPACT:

Grant funding will cover 97.5% of this cost:

- **FAA @ 95% = \$402,281.41**
 - **WSDOT @ 2.5% = \$ 10,586.35**
 - **Port Share @ 2.5% = \$ 10,586.36**
- Total Cost = \$423,454.12**

RECOMMENDED ACTION:

Authorize the Executive Director to execute a contract with Century West Engineering for the Phase 4 TW Construction Administration at a total cost not to exceed \$423,454.12, and to make minor modifications to the contract as might be needed.

**ITEM FOR CONSIDERATION
BY THE
BOARD OF PORT COMMISSIONERS**

June 10, 2025

SUBJECT: Western Port Angeles Harbor Site – Provisional Cost Sharing and Cooperation Agreement

PRESENTED BY: Jesse Waknitz, Environmental Manager

RCW & POLICY REQUIREMENTS:

- Resolution 24-1290: Delegation of Authority Article XIV governing litigation, the Port Executive Director should seek Port Commissioners' approval based on the financial threshold and legal significance of entering into a cost-sharing agreement.

BACKGROUND:

In 2013, the Port entered into a Participation Agreement with other Potentially Liable Parties (PLPs) to jointly fund a Remedial Investigation and Feasibility Study (RI/FS) for the Western Port Angeles Harbor (WPAH) Site. The RI/FS evaluated the nature and extent of sediment contamination and identified potential cleanup options. In 2020, the scope of work was expanded to include the preparation of a Draft Cleanup Action Plan (CAP) for the Site.

The CAP has since been completed by the PLPs and finalized by the Washington State Department of Ecology. The PLPs have negotiated a Consent Decree (CD) with Ecology that sets forth the requirements for the sediment cleanup project. To support implementation of the CD, the PLPs have also developed a Provisional Cost Sharing and Cooperation Agreement (the Agreement), which outlines funding, coordination, and decision-making procedures. The Agreement will supersede the 2013 Participation Agreement.

ANALYSIS:

The Agreement requires the Port to actively participate as a co-equal PLP in cleaning contaminated sediments at the WPAH Site. Under the Agreement, the Port must contribute an equal share of all group-approved remedial costs. Additionally, the Port is designated as the project cashier and will manage the group account, issue assessments, and disburse funds to consultants and contractors. This role allows the Port to maintain administrative control, avoid delays, and stay closely informed on project expenditures.

The Port will also participate in selecting and overseeing consultants and contractors, approve work orders and budgets, and coordinate with the Department of Ecology and Tribal governments, particularly regarding cultural and archaeological resource considerations. The Agreement requires the Port to maintain the confidentiality of shared

legal and technical information classified as Common Interest Materials. While the Agreement establishes interim cost-sharing, all parties—including the Port—retain the right to seek a reallocation of costs through dispute resolution or litigation.

ENVIRONMENTAL IMPACT:

The Agreement advances efforts to improve the ecological health of the Western Port Angeles Harbor by enabling the next phase of sediment cleanup planning and implementation.

FISCAL IMPACT:

The Agreement requires the Port to fund one-sixth (16.67%) of the costs for consultant and contractor work related to the remedy's design and construction. This provisional cost share does not affect the Port's right to seek a revised allocation of past or future cleanup costs. The Port expects expenses incurred under the Agreement to be fully reimbursed through its environmental insurance policies.

RECOMMENDED ACTION:

Authorize the Executive Director to execute the Provisional Cost Sharing and Cooperation Agreement and to make minor modifications or amendments as needed.

Attachment: Provisional Cost Sharing and Cooperation Agreement

**PROVISIONAL COST SHARING AND
COOPERATION AGREEMENT FOR
THE WESTERN PORT ANGELES HARBOR**

DATE: _____, 20__

PROVISIONAL COST SHARING AND COOPERATION AGREEMENT FOR THE WESTERN PORT ANGELES HARBOR

This Provisional Cost Sharing and Cooperation Agreement for the Western Port Angeles Harbor (“Agreement”) is made and entered into by and among those parties whose authorized representatives have executed this Agreement (collectively, the “Participants” and individually, a “Participant”).

RECITALS

A. The Washington Department of Ecology (“Ecology”) identified the Participants as potentially liable persons (“PLPs”) under the Washington Model Toxics Control Act, RCW Chapter 70A.305, as amended (“MTCA”), for contamination of marine sediments in the Western Port Angeles Harbor, Facility Site ID # 18898, Cleanup Site ID # 11907. The Western Port Angeles Harbor means the “Site” as defined in the Sediment Site Consent Decree.

B. The Agreement is intended to provide a funding, administrative, and decision-making mechanism for the Participants to implement a Sediment Site Consent Decree with Ecology to perform the Cleanup Action Plan (“CAP”) in Western Port Angeles Harbor and any other work approved under this Agreement (collectively the “Work”).

C. The Participants have certain common interests relating to Western Port Angeles Harbor. The Participants recognize that their common interests will be best served at this time through cooperation and agreement.

D. Without admitting any fact, responsibility, fault, or liability in connection with Port Angeles Harbor, the Participants agree, in accordance with the terms and conditions set forth herein, to provide interim funding for and decision-making in furtherance of the Work.

E. Under prior agreements, the Participants jointly funded and implemented certain activities for the Western Port Angeles Harbor, including the preparation and submission of a

Remedial Investigation and Feasibility Study report (“RI/FS”) and draft Cleanup Action Plan (“DCAP”). The Participants’ respective payments under those prior agreements were made on an interim basis, subject to reallocation in a later proceeding. The Participants continue to reserve their rights to seek a reallocation of costs incurred under this and prior agreements.

TERMS

1.0 DEFINITIONS

1.1 “Sediment Site Consent Decree” shall mean the Consent Decree that the Participants anticipate executing with Ecology that will require implementation of the CAP for the Western Port Angeles Harbor Site.

1.2 “Authorized Representative” shall mean those persons so designated by each Participant on its respective signature page of this Agreement.

1.3 “CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, *et seq.*

1.4 “Common Interest Materials” shall mean communications and information embodied in any form, whether oral, electronic, written or other tangible form, disclosed by the Participants to further the purposes of this Agreement, which may include confidential or proprietary information, work product, privileged documents, factual material, mental impressions, strategy documents, investigative information, research memoranda, outlines, interview reports, expert reports, and certain confidences of the Participants (collectively, “Common Interest Materials”), provided that any such communications and information in electronic, written or other tangible form are conspicuously labelled “Common Interest Materials.” Common Interest Materials do not include (a) information which is publicly available, (b) communications or information that are not conspicuously labeled “Common Interest Materials,” (c) any communications with any agencies including but not limited to Ecology, (d) material that is independently obtained from a third party

having no confidentiality obligations to any Participant, or (e) communications or information that were created, exchanged, or disclosed prior to the Effective Date (defined below) of this Agreement; however, communications and information shared pursuant to prior agreements among some or all of the Participants retain their confidentiality protections.

1.5 “Consulting Agreements” shall mean the agreements between the Participants and the Group Consultant(s) (defined below) to implement the Sediment Site Consent Decree.

1.6 “Day” shall mean calendar day unless provided otherwise. The Parties agree that RCW 1.12.040 shall apply when computing time.

1.7 “Effective Date” shall mean the date set forth in Section 9.0.

1.8 “Group Consultant(s)” shall mean the consultants selected pursuant to Section 2.10.

1.9 “Group Remedial Costs” shall mean all fees and expenses incurred in support of the Work on tasks that are specifically approved by the Participants as Group Remedial Costs, including, but not limited to, remedial design work through completion of final permitting for the Work or Ecology’s final approval of the engineering design report (“EDR” or equivalent), and for all remedial action work after the final approved EDR including Ecology’s approved post-construction remedy performance monitoring. Group Remedial Costs shall not include fees or expenses incurred for any Participant’s independently retained attorney or consultant, internal expenses of any Participant such as salaries or benefits, or any other costs incurred on behalf of and for the benefit of an individual Participant.

1.10 [Omitted].

1.11 “MTCA” shall mean the Model Toxics Control Act, as amended, Chapter 70A.305 RCW.

1.12 “Participants” shall mean those individuals or entities that have executed this Agreement and are in good standing under the requirements of this Agreement.

1.13 “Participants Group” shall mean, collectively, all of the Participants who are in good standing under the requirements of this Agreement.

1.14 “RA Contractor” shall mean the remedial construction contractor selected pursuant to Section 2.10.

1.15 “RA Group Consultant” shall mean the consultant selected pursuant to Section 2.10 to perform remedial construction consulting services.

1.16 “RD Group Consultant” shall mean the consultant selected pursuant to Section 2.10 to perform remedial design and permitting consulting services.

1.17 “Voting Power” shall mean the number of votes collectively held by all Participants. Each Participant in good standing shall have one vote on all matters expressly requiring a vote under this Agreement or otherwise required for its implementation, including all decisions involving amendments to this Agreement.

1.18 “Work” shall mean those activities required to implement the CAP for Western Port Angeles Harbor as required by the Sediment Site Consent Decree and approved under this Agreement.

1.19 “Work Orders” shall mean written descriptions of activities by the Group Consultants and (if applicable) RA Contractor to implement the Work.

2.0 ADMINISTRATION

2.1 Meetings. Except as otherwise provided in this Agreement, no activity or action under this Agreement shall be undertaken unless approved at a meeting or by email vote of the Participants in accordance with the procedures set forth in this Section 2.0. Meetings shall be open to all Participants in good standing. Meetings may be held in person or via telephonic or video conference calls.

2.2 Call of Meetings. Meetings of the Participants may be called at any time by the Participants representing one-third or more of the Voting Power.

2.3 Notice of Meetings. Notice of the time, place, and purpose of any meeting of the Participants, including any telephonic or video meeting, shall be provided by the Participant or Participants calling the meeting to all other Participants at least five (5) business days before the date of such meeting either personally, by telephone, by videoconference, or by e-mail addressed to each Participant at the addresses set forth on the signature page of this Agreement. Such notice shall include sufficient detail of the subjects to be considered and the substance of any votes to be taken to provide adequate notice to each Participant. To the extent practicable, any documents to be considered at a meeting shall be distributed with notice of such meeting. A meeting may be called on less than five (5) business days' notice if the call for the meeting is initiated, approved or ratified by Participants constituting at least two-thirds of the Voting Power.

2.4 Proxy Voting. Any Participant may appoint in writing any other Participant to act as its proxy at a meeting. The Proxy shall be bound by the provisions in this Agreement.

2.5 Quorum. The presence of Participants, in person, by videoconference, by telephone, or by proxy, at any duly-convened meeting (under Section 2.3) representing two-thirds of the Voting Power shall constitute a quorum for the transaction of business. Alternatively, if more than two-thirds of the Voting Power responds within seven (7) days to a request to vote by e-mail, those responses shall be deemed to qualify as an e-mail quorum for purposes of voting on an activity or action under this Agreement. In the event a quorum is not present, no action may be undertaken, and the meeting shall be adjourned and rescheduled by notice as provided in Section 2.3. The Participants at a duly-convened meeting at which a quorum is present may continue to conduct business until adjournment following departure of any Participant(s), provided that at least one-half of the Voting Power remains at the meeting.

2.6 Voting Procedure. The Participants shall strive to reach unanimous consent when making decisions on performance of the Work required under the Sediment Site Consent Decree. Except in instances where unanimous consent is specified by this Agreement, in the absence of unanimity, decisions on performance of the Work required under the Sediment Site Consent Decree shall be made by two-thirds of the Voting Power. Each Participant to the Agreement will have one vote. Tie votes shall be subject to the dispute resolution process described in Section 10 below. Any new Participant shall be granted the right to vote upon signing the Agreement. The decision-making procedure for selection of the Group Consultants and Group Contractors and any sub-contractors to perform Work shall be in accordance with Section 2.10 below. A vote may be held on a subject not identified in the notice of meeting under Section 2.3 upon the favorable vote of at least two-thirds of the Voting Power. For purposes of this Section 2.6, only Participants in good standing shall be counted in determining the Voting Power. A vote may be taken in person, on phone or video conference, or by email, as specified in this Section 2.0.

2.7 Approval of Deliverables and Communications with Ecology and the Tribes. The Participants shall have an equal opportunity, including reasonable time, to review and comment on all draft deliverables and draft substantive written communications to be transmitted to Ecology. Prior to transmission to Ecology, all such deliverables and substantive written communications shall be approved by the Participants in accordance with the Voting Procedure set forth in Section 2.6 above. In accordance with the 2006 Settlement Agreement between the State of Washington, City, Port, and Lower Elwha Klallam Tribe (“LEKT”), the City and Port shall take a lead role in consultations with the LEKT and other tribes regarding actions to prevent or mitigate disturbance of potential archeological and cultural artifacts.

2.8 Authorized Representative. Upon execution of this Agreement, each Participant shall designate in writing on its signature page to this Agreement one or more Authorized Representatives

who shall have the power to receive notices of meetings, participate in meetings, participate in committees, authorize or object to payment of invoices, and, where appropriate, vote on its behalf under this Agreement. Upon five (5) days' written notice to the other Participants, any Participant may change its Authorized Representative(s).

2.9 Committees. The Participant Group may form any committee composed of less than all of the Participants. A Committee under this Section may make recommendations to the Participants Group, but may not make any binding decisions for the Participants without the prior authorization of all the Participants. Any Committee created under this Section shall meet as necessary in the opinion of the Committee members and shall promptly report to the Participants any actions, recommendations, or proposals. Membership on a Committee shall be voluntary and without compensation. Committee meetings shall be open to all Participants. Any Participant shall be entitled to have its Authorized Representative serve on any or all Committees formed under this Agreement.

2.10 Group Consultants.

(a) The Sediment Site Consent Decree requires the Participants to undertake certain tasks occurring prior to remedial construction, including but not limited to remedial design and permitting (the "RD Work"). The Participants have identified the Group Consultant for the RD Work (the "RD Group Consultant") under the Interim Cooperation Agreement for Western Port Angeles Harbor dated _____, 2025. Within thirty (30) days of the Effective Date of this Agreement the Participants shall enter into an agreement with the identified RD Group Consultant consistent with Section 2.10(c).

(b) The Participants shall follow the following process for selection of a remedial action consultant (the "RA Group Consultant") and intend that the same process will be followed for the contractor selection (the "RA Contractor") if legally permissible, to perform all tasks required by the

Sediment Site Consent Decree occurring subsequent to the RD Work (the “RA Work”). The RA Consultant and RA Contractor selection process shall commence no later than six (6) months prior to the anticipated conclusion of the RD Work. The Participants shall approve a general description of the role the RD Group Consultant will play in the RA Work upon the favorable vote of at least two-thirds of the Voting Power. Following approval of the general description, the Participants shall approve upon the favorable vote of at least two-thirds of the Voting Power Requests for Qualifications for the RA Consultant and RA Contractor. Following approval of the RFQ, the RFQ shall be promptly published in a local Port Angeles newspaper and the Seattle Daily Journal of Commerce with a response deadline for candidate submissions within thirty (30) days of publication. Within fifteen (15) days of the expiration of the RFQ submission deadline, the Participants shall agree by unanimous consent on a short list of consultant and contractor candidates (“Short List”). Within fifteen (15) days of the selection of the Short List, the Participants shall conduct in-person or video interviews with the Short List candidates, and shall select the RA Consultant and RA Contractor upon the favorable vote of at least two-thirds of the Voting Power within fifteen (15) days of the final interview.

(c) Upon selection of any consultant under the provisions above, the Participants shall enter into a Consulting Agreement with the consultant for performance of all contemplated work. Among other terms necessary to effectuate the Work, the Consulting Agreement shall include those provisions specified in Section 4.4 of this Agreement.

2.11 Conflicts of Interest. The Participants expressly waive any possible conflict of interest that might have arisen or may arise in the course of implementing the Work by a Group Consultant(s); and activity or conduct by a Group Consultant(s) as part of the Work shall not be the basis to disqualify a Group Consultant(s) in a future matter unrelated to the subject matter of this Agreement. Each time any new Participant joins the Participants Group after the Effective Date of

this Agreement, the Participants shall provide the name of each new Participant to the Group Consultant(s) and shall require the Group Consultant(s) to disclose promptly whether the consultant and/or any employee of the consultant who is or may be assigned to perform any aspect of the Work is performing or has performed services for such new Participant. However, any new Participant that joins the Participants Group in accordance with Section 3.3 below cannot preclude the continued use of Group Consultant(s) already retained.

3.0 MEMBERSHIP

3.1 Participants. Unless modified under Section 3.3, there shall be one class of Participants under this Agreement, with each Participant holding a single vote on all matters arising under this Agreement.

3.2 Funding and Rights. Participants shall be responsible for providing funding throughout the Work, as provided more specifically in Section 4 of this Agreement. Participants in good standing shall have the right to vote on all actions and decisions requiring a vote for implementation of this Agreement, including all decisions involving amendments to this Agreement.

3.3 New Participants. Any third party may join the group as a Participant after the Effective Date upon (1) the favorable vote of all (100%) of the Voting Power admitting the third party and establishing the third party's funding and voting share, (2) payment of an amount determined by favorable vote of all (100%) of the Voting Power including past costs and interest, and (3) compliance with any other conditions established by the Participants. New Participants shall also agree to and execute this Agreement, including any amendments thereto.

3.4 Default. In the event a Participant fails to make a contribution or payment by the due date for that payment or breaches any other term or condition of this Agreement, any other Participant may send written notice of such failure or breach demanding payment or cure. If the Participant receiving such notice fails to pay all amounts due, including interest for late payment,

within fifteen (15) days after receiving written notice of such Participant's default, or fails to cure within thirty (30) days any other breach of this Agreement, or breaches an incurable provision of this Agreement, such Participant shall be deemed to be in default but shall remain subject to all of the provisions of Section 5 relating to confidentiality, and shall remain liable to pay its share of Group Remedial Costs approved and assessed pursuant to this Agreement. Any Participant deemed to be in default shall not be considered in good standing for purposes of this Agreement. In the event the defaulting Participant does not pay its share of Group Remedial Costs, the other Participants shall consider paying for the defaulting Participant's share on a per capita basis to the extent necessary to fund the Work.

3.5 Removal. A Participant may be removed from the Participants Group upon the favorable vote of at least two-thirds of the Voting Power. Such Participant shall be notified in writing of its removal but shall remain subject to all of the provisions of Sections 5.4 and 5.6 relating to confidentiality, and shall remain liable to pay its share of Group Remedial Costs approved and assessed pursuant to this Agreement prior to such removal. The other Participants shall consider paying for the removed Participant's share on a per capita basis to the extent necessary to fund the Work.

3.6 Reinstatement. A Participant that is in default as provided in Section 3.4, has been removed as provided in Paragraph 3.5, or has withdrawn from the Agreement as provided in Paragraph 3.7 may rejoin the Participants Group upon the favorable vote of at least two-thirds of the Voting Power and upon compliance with any conditions established by two-thirds of the Voting Power of the Participants Group.

3.7 Withdrawal. A Participant may withdraw from this Agreement only upon unanimous written consent of the other Participants. For instance, an individual Participant may withdraw from the Agreement upon reaching agreement with the remaining Participants on a settlement that

resolves the individual Participant's final allocation of past and future costs at the Site. The Participants agree to consider in good faith an individual Participant's request to withdraw, including any request for a final cash-out settlement.

4.0 COSTS

4.1 Funding Shares. The Participants shall pay equal, per capita percentage shares for all Group Remedial Costs ("Funding Shares"). The Funding Shares herein are not precedential; are not an admission; have no evidentiary effect with respect to the proper allocation of past or future costs for Western Port Angeles Harbor; have no evidentiary effect with regard to any insurer's characterization of such costs as defense or indemnification costs; and, except as provided in Section 5.0 below, shall not be disclosed except as necessary to establish compliance with or enforcement of the Agreement. The Funding Shares are subject to reallocation as contemplated in Section 11.

4.2 Assessments. Each Participant shall make an initial Group Remedial Cost contribution of \$50,000.00 within fourteen (14) days after the Effective Date of this Agreement. Payments shall be made directly to the Group Account, held and administered by the Participants Group Cashier authorized under Section 4.6 herein. The amount of scheduled future contributions shall be based on approved Work Orders. Work Orders shall be approved by at least two-thirds of Voting Power. The Group Consultant(s) shall periodically prepare proposed Work Orders with budget estimates to implement the Work and shall distribute them to the Participants for review and approval. The RD Group Consultant(s) shall also prepare for review and approval by the Participants final engineering designs and work plans for remedial action. Any assessments against Participants for Group Remedial Costs beyond those directly related to the Work can be approved only by unanimous vote of the Participants. Once approved the subject of such assessments shall be considered part of the Work. Each Participant shall be responsible for paying an equal share of the

amount specified in the Work Orders approved by the Participants. Additional Group Remedial Cost contributions shall be assessed and paid in accordance with Section 4.3 of this Agreement.

4.3 Payment of Group Remedial Costs. Each Participant shall pay its Funding Share for any assessment to the Group Account within thirty (30) days after the date the assessment is transmitted to the Participants by the Cashier pursuant to Section 4.6. Late payments shall accrue interest at prime plus two (2) percent. Each assessment shall be issued in advance of the performance of the portion of the Work that the assessment is expected to fund. If necessary to perform the Work, the Participants shall consider reassessing and paying on a per capita basis any amounts due from a Participant who is in default for such costs. Nothing herein shall preclude a Participant from seeking reimbursement for these reassessed costs from the defaulting Participant. Any remaining (unused) balance of amounts assessed for Group Remedial Costs shall be returned to the Participants in proportion to their paid-in contributions. The Participants stipulate that the costs for all Work are remedial action costs under MTCA and are response costs not inconsistent with the National Contingency Plan under 42 U.S.C. §9601 *et seq* and its implementing regulations.

4.4 Accounting. The Consulting Agreement(s) shall require the Group Consultant(s) to provide to the Participants written monthly invoices for the activities performed on Work under Work Orders approved in accordance with Section 4.2 above. Within fourteen (14) days of receipt of an invoice, each Participant shall send written notice to the Participant Group Cashier either (a) approving payment of that invoice, or (b) providing specific objections to the invoice. Upon unanimous consent by the Participants, the Participant Group Cashier shall pay all undisputed portions of an invoice within the time specified in the Consulting Agreement. The Participants will immediately work in good faith with the Group Consultant(s) to resolve any disputes over invoices, including but not limited to use of any dispute resolution process set forth in the Consulting Agreement. The Consulting Agreement shall further require that, upon termination of this

Agreement, the Group Consultant(s) shall, upon request, provide to the Participants a final accounting of monies received, spent, or obligated under this Agreement. The same notice and payment procedures shall be used for the Work done by the RA Contractor; however, invoicing requirements for the RA Contractor shall be dictated by the terms of the contract between the Participants and the RA Contractor.

4.5 Purpose of Funds. All monies paid by the Participants pursuant to this Agreement shall be used solely for the purposes of this Agreement and shall not be considered as payment for any fines, penalties, or monetary sanctions. The Participants agree that the monies paid to any Group Consultant(s) pursuant to this Agreement shall be viewed as necessary costs of remedial action and response under applicable federal and state law.

4.6 Participant Group Cashier. The Port of Port Angeles shall serve as the Participant Group Cashier (“Cashier”). The Cashier shall be responsible for (i) managing the Group Account (which shall be held in an account established by the Cashier); (ii) sending out assessments to each Participant for its Funding Share after the underlying Work Orders for such assessments are approved; (iii) sending out a current ledger of the Group Account to each Participant prior to each vote on further assessments of Group Remedial Costs; (iv) making deposits to the Group Account; (v) signing checks for or otherwise authorizing the payment of approved Group Remedial Costs; (vi) sending default notices to Participants for non-payment; and (vii) such other duties as the Participants may delegate. The Cashier may be removed at any time by a vote of two-thirds of the Voting Power. The Cashier may resign upon fourteen (14) days’ written notice to all other Participants. Upon removal or resignation of the Cashier, the Participants may, by a vote of two-thirds of the Voting Power, select a successor Cashier to perform the duties set forth herein.

4.7 Ecology Oversight Costs. Pursuant to Section XXI of the Sediment Site Consent Decree, the Participants are required to reimburse Ecology for costs incurred by the agency

associated with overseeing implementation of the Sediment Site Consent Decree. Ecology's costs shall be considered Group Remedial Costs under Section 4.1 above. Each Participant shall promptly review each oversight cost invoice upon receipt of such invoice from Ecology. Within fourteen (14) days of receipt of an Ecology invoice, the Participants shall either (a) approve the invoice by a unanimous vote of the Participants, or (b) pursue further discussion with Ecology regarding the invoice. Invoices modified through discussion with Ecology must be approved for payment by a unanimous vote of the Participants. If additional discussions with Ecology fail to resolve the Participants' concerns with the invoice, the Participants may by unanimous consent pursue dispute resolution with the agency pursuant to Section XIII of the Sediment Site Consent Decree. Upon approval by all Participants, Cashier shall pay the invoice.

5.0 CONFIDENTIALITY AND USE OF INFORMATION

5.1. Common Interest. The Participants agree that they share a common interest in mutual agreement and cooperation to implement the Work and in sharing certain information protected by the attorney-client privilege and by the attorney work-product doctrine and/or common interest privilege regarding the Western Port Angeles Harbor.

5.2. Common Interest Materials. From time to time, the Participants may disclose or transmit to each other Common Interest Materials as they deem appropriate for coordinating activities that may be necessary to carry out the purposes of this Agreement. Participants shall not disclose Common Interest Materials received from each other or obtained through their joint efforts, or the contents thereof, to any non-Participant except as provided in Sections 5.4, 5.5, 5.6, or 5.7(d).

5.3. This Agreement is intended to memorialize the joint defense protection and other privileges in claims or actions asserted against Participants by non-Participants. In response to requests for Common Interest Materials from non-Participants, the Participants intend to invoke the joint defense and common interest privileges with respect to the Common Interest Materials as

broadly as is legally permissible and to maintain the confidentiality of the Common Interest Materials to the fullest extent legally permitted against non-participants, even if the Participants later become adverse to one another in litigation concerning Western Port Angeles Harbor or other matters.

5.4. Use of Common Interest Materials. Common Interest Materials may be disclosed on a need-to-know basis to the Authorized Representative designated by each Participant, counsel for each Participant (including attorneys, paralegals, clerical or support staff), employees of each Participant who provide expert advice or other assistance for the purpose of this Agreement, Group Consultant(s), consultants independently retained by individual Participants, accountants, tax professionals, and a Participant's insurer(s). Common Interest Materials may be used by the receiving Participant only in connection with the common interest in implementing the Work, or any other matter authorized under this Agreement or for conducting such activities as may be necessary to carry out the purposes of this Agreement. Except as provided in Section 5.5 below, Common Interest Materials shall not be used for any other purpose (such as in the ordinary course of business, for competitive purposes, or in litigation) without the prior written consent of the Participant that produced or created the particular Common Interest Materials (the "Generating Participant"); provided however, nothing in this Agreement shall be construed to limit or restrict a Generating Participant's use or disclosure of its own Common Interest Materials.

5.5. Group Consultant(s). Common Interest Materials may be shown to or shared with Group Consultants as necessary to allow the implementation of the Work and further the purposes of this Agreement.

5.6. Confidentiality. The Participants agree that the Common Interest Materials may be subject to the joint defense privilege, the common interest privilege, the attorney-client privilege, the work product doctrine, and any other applicable privilege, doctrine or protection recognized by

Washington or federal law and agree that no claim of attorney-client privilege, joint defense privilege, work product immunity, deliberative privilege, or any other privilege or protection shall be waived as a result of the exchange or transmittal of Common Interest Materials. Except as provided in Section 5.7, the terms of this Agreement, the negotiation of this Agreement (including drafts of the Agreement and term sheet), and all Common Interest Materials shall be held in strict confidence by the receiving Participant (and by all persons to whom such Common Interest Materials are revealed by the receiving Participant in accordance with Section 5.4), and shall not be used by any Participant to assert a claim or demand against another Participant.

However, notwithstanding the foregoing, nothing in the Agreement shall be construed to prevent the Participants from disclosing in litigation or alternative dispute resolution processes between one or more Participants those costs incurred in support of the Work, including consultant invoices, cost documentation, the Participants' Funding Shares under the Agreement, any communications with any agencies including but not limited to Ecology regarding the Work required under the Sediment Site Consent Decree, and any communications and/or documents shared with the Group Consultant(s) regarding the Work. Further, nothing in this Agreement shall be construed to protect documents from discovery in litigation between one or more Participants that would otherwise be discoverable had they not been shared amongst the Participants.

5.7. Compelled Disclosure.

(a) A Participant may receive a request or demand for disclosure of any Common Interest Materials pursuant to RCW 42.56, by subpoena, or otherwise ("Disclosure Demand"). If a Participant receives a Disclosure Demand made under RCW 42.56, that Participant shall give written notification to the Participant Group of such Disclosure Demand at least 14 days prior to any disclosure. If the Participant receives a Disclosure Demand made under Chapter 42.56 RCW but determines no disclosure shall be made in response to the demand, that Participant shall take

reasonable measures to give written notification to the Participant Group of the denied Disclosure Demand within 30 days of its determination. If a Participant receives a Disclosure Demand by subpoena or otherwise, except under Chapter 42.56 RCW, that Participant shall provide written notification to the Participant Group of such Disclosure Demand within two business days of receiving the Disclosure Demand.

(b) Each Participant receiving a Disclosure Demand shall take all necessary and appropriate steps to ensure that the requested or demanded information or materials is kept confidential and not disclosed to any person not authorized by this Agreement to receive it, including by objecting to the disclosure based on confidentiality and privilege (or, for public disclosure requests, on any grounds that in the legal judgment of the Participant to whom the request is directed are available under Chapter 42.56 RCW or other applicable law) and/or seeking an order for protection from disclosure except as set forth in subparagraph (c) below. Notwithstanding any provision of this Agreement to the contrary, no Participant to whom a request for public disclosure of Common Interest Materials is directed shall be required to object to the disclosure of such Common Interest Materials unless, in the legal judgment of such Participant, grounds for objection are available under Chapter 42.56 RCW or other applicable law.

(c) In addition to providing notice in accordance with Section 5.7(a) above, the Participant subject to a Disclosure Demand shall notify the Generating Participant(s) at least fourteen (14) days prior to any disclosure and shall inform the Generating Participant(s) of all material information concerning such Disclosure Demand. If the Participant subject to a Disclosure Demand determines, in its legal judgment, that grounds for objection are available under Chapter 42.56 RCW or other applicable law, and if the Generating Participant believes the requested information is Common Interest Material and objects to production thereof, the Generating Participant will join the Participant who received the Disclosure Demand in opposing the Disclosure

Demand. "Opposing the Disclosure Demand" may constitute permitting the Generating Participant a reasonable opportunity to intervene in any judicial proceeding relating to the disclosure of the requested information, participation in the redaction of certain Common Interest Materials, or allowing the Generating Participant to request any relief necessary to prohibit disclosure. If the Participant receiving a Disclosure Demand determines, in its legal judgment, that grounds for objection are not available under Chapter 42.56 RCW or other applicable law, it shall notify the Generating Participant of such determination and the intended date of disclosure, and the Generating Participant may seek a court order prohibiting disclosure of the requested documents. Notwithstanding any other provision of this Agreement, if the Generating Participant does not join the Participant in objecting to disclosure and/or seeking an order for protection, the Participant receiving the Disclosure Demand shall be under no obligation to object to production or seek an order for protection.

(d) The Participant receiving the Disclosure Demand shall not disclose Common Interest Material unless: (1) written agreement to waive the requirements of this Agreement is obtained from each Generating Participant; (2) the Participant is ordered to disclose the information by a court with competent jurisdiction; or (3) the Participant determines, in its legal judgment, that grounds for objecting to disclosure are not available under Chapter 42.56 RCW or other applicable law, and the Generating Participant does not obtain a court order prohibiting disclosure within the time allowed by law for producing records pursuant to a public records request.

5.8. No Waiver. No Participant shall have authority to waive any applicable privilege or immunity on behalf of any other Participant. Any disclosure or use of the Common Interest Materials, whether inadvertent or intentional, by any Participant or former Participant, shall not constitute a waiver of the terms of this Agreement as to the disclosed information or any other information which is subject to this Agreement, and such disclosure or use shall not constitute a

waiver of any applicable privilege and/or protection which may have attached to the disclosed information prior to its disclosure, nor shall any Participant or former Participant so contend. The disclosing Participant shall cooperate to restore the confidentiality, privilege, or immunity of any disclosed Common Interest Material.

5.9. No Obligation to Share. Except as is necessary to perform the Work, the Participants and their individual counsel, representatives, and independently retained consultants shall not be required to share or exchange any information they may possess.

5.10. Common Legal Interest. The Participants agree that the matters undertaken pursuant to this Agreement, including without limitation, the exchange of Common Interest Materials, are being undertaken for purposes of defending MTCA and other claims concerning Western Port Angeles Harbor and as a joint defense in anticipation of litigation which could be expected.

5.11. Survival of Section. The confidentiality obligations of the Participants under Sections 5.4, 5.6, and 5.7 of this Agreement shall remain in full force and effect, without regard to whether a Participant is in default, whether this Agreement is terminated, whether a Participant withdraws or is removed, or whether any action arising out of Western Port Angeles Harbor is terminated by formal judgment or settlement.

6.0 DENIAL OF LIABILITY

6.1 Each Participant understands and agrees that, by entering into this Agreement, it and every other Participant specifically denies liability or fault for any and all of the facts, legal contentions, and occurrences alleged against it with respect to the Western Port Angeles Harbor. Neither this Agreement, nor any information submitted or any action taken by any Participant pursuant to this Agreement, shall constitute, be interpreted, construed, or used as evidence of any admission of liability or a waiver of any right or defense.

7.0 TOLLING OF CLAIMS; RESERVATION OF RIGHTS

7.1 All statutes of limitations applicable to claims between the Participants arising out of or relating to contamination at the Western Port Angeles Harbor Site shall be tolled until the Participant Group receives certification from Ecology that the Work under the Sediment Site Consent Decree has been satisfactorily completed. Nothing in this Agreement modifies or negates any tolling provisions contained in other agreements between the Participants to this Agreement. Other than as provided for in the Sediment Site Consent Decree and Section 11.2 of this Agreement, nothing contained in the Agreement shall waive or release any right, claim, defense, interest, argument in law or equity, or cause of action that any Participant may have in federal, state, and/or bankruptcy court with respect to any other person, entity, or agency including, without limitation, Ecology, the United States, the Natural Resource Trustees for the Western Port Angeles Harbor or any other Site in the Port Angeles vicinity, the State of Washington, including its agencies or agents, other Participants, or non-Participants. This reservation of rights includes any claims Participants may have against one another regarding Ecology's allegations related to the Western Port Angeles Harbor or any other Site in the Port Angeles vicinity. Nothing in this Agreement constitutes a waiver or a relinquishment of arguments by Owens Corning relating to the discharge of claims under Section 1141 of the United States Bankruptcy Code (11 U.S.C. §1141), including but not limited to, the Sixth Amended Joint Plan of Reorganization for Owens Corning and its Affiliated Debtors and Debtors-in- Possession (the "Bankruptcy Plan") entered in Case No. 00-03837, United States Bankruptcy Court for the District of Delaware, and the Order confirming the Bankruptcy Plan. In any subsequent litigation, including any contribution actions described in Section 11 of this Agreement, Owens Corning expressly reserves the right to assert its bankruptcy defense, including the right to seek a determination from the United States Bankruptcy Court for the District of Delaware, or any other court of competent jurisdiction, that such claims were discharged under the

Bankruptcy Plan. Equally, the other Participants reserve all rights in any subsequent proceedings in any forum, including the right to contest any of the above arguments.

8.0 RELATIONSHIP OF PARTIES

8.1 Each Participant represents that it has sought and obtained any appropriate legal advice it deems necessary prior to entering into this Agreement. No Participant or its Authorized Representative shall act or be deemed to act under this Agreement as legal counsel or representative of any other Participant, except as separately established through a joint-representation agreement. No attorney-client relationship is intended to be created between Participants and the Authorized Representatives of any other Participant as a result of the operations of this Agreement. Nothing herein shall be deemed to create a partnership or joint venture and/or a principal and agent relationship between or among the Participants or their representatives. No Participant or Participant's representatives shall have authority to act as general agent for any other Participant or to bid for or to undertake any contracts enforceable against any other Participant, unless specifically provided in this Agreement. Notwithstanding the foregoing, and as provided in Section 5.4, the Participants intend that the matters undertaken pursuant to this Agreement are being undertaken as a joint defense in anticipation of litigation with respect to Western Port Angeles Harbor. The Participants expressly waive any possible conflict of interest that might have arisen or may arise in the course of their joint activity or conduct undertaken pursuant to this Agreement. This Agreement shall not be the basis to disqualify counsel to any of the Participants in a future matter unrelated to the subject matter of this Agreement.

8.2 Public Statements. Press releases and other public statements made on behalf of the Participants Group shall be approved in advance by the Participants by a vote of two-thirds of the Voting Power. Each Participant may respond on its own behalf to inquiries from the public or press so long as such Participant makes clear that it is not speaking on behalf of the Participants Group.

8.3 Insurance. The Participants do not intend by entering into this Agreement to prejudice any Participant with respect to its insurers and instead, the Participants anticipate that the actions taken pursuant to this Agreement will benefit such insurers.

9.0 EFFECTIVE DATE; TERMINATION

9.1 The Effective Date of this Agreement shall be the date upon which the Sediment Site Consent Decree is entered by the Court. This Agreement will automatically terminate upon the Participant Group's receipt of a certification by Ecology that the Work under the Sediment Site Consent Decree has been satisfactorily completed.

10.0 DISPUTES REGARDING INTERPRETATION OF AGREEMENT

10.1 Any dispute that may arise under the Agreement shall be resolved according to the following procedures:

If any Participant considers an issue, approval, or decision covered by the Agreement to be in dispute, it shall provide written notice of the dispute to the other Participants. The Participants and/or their attorneys shall meet in person (including by videoconference) as soon as reasonably possible to attempt to resolve the dispute. If the Participants cannot resolve the dispute within thirty (30) days of such meeting, the Participants shall seek to agree on a mediator to mediate the dispute within ninety (90) days. If the Parties cannot agree on a mediator, the mediator shall be selected by a favorable vote of at least two-thirds of the Voting Power. The mediation shall be non-binding on the Participants, unless they sign a separate written agreement as a result of the mediation. In the event the mediation is unsuccessful, and the Participants are not able to resolve the dispute, each Participant reserves all rights and defenses available to them under applicable laws. Nothing in this Section 10.0 applies to any disputes between the Participants as to their final allocated shares as contemplated by Section 11.0.

11.0 ADR PROCESS AND LITIGATION

11.1 Effect of ADR and Litigation. This Agreement is intended to provide a mechanism for the implementation of the Sediment Site Consent Decree and to ensure that there is no delay in Site remediation due to lack of agreement upon a re-allocation of costs for the Western Port Angeles Harbor. The Funding Shares defined in Section 4.1 of this Agreement are established on an interim basis only. The Participants understand and acknowledge that a reallocation of costs among the Participants may be required, either through a negotiated agreement or litigation. The Participants recognize that litigation may be necessary to reach a final allocation of past and future costs for the Western Port Angeles Harbor. The Participants intend this Agreement to provide a mechanism for the cooperative implementation of the Work until such time as the final allocation of costs is reached for the Western Port Angeles Harbor, either through litigation or settlement. The Participants also understand and acknowledge their desire to reach agreement, if possible, on a final allocation of past and future Site costs through an alternative dispute resolution (“ADR”) process. The Participants agree that within ninety (90) days of the Effective Date of this Agreement the Participants will meet in person (or via phone or video conference) and in good faith to discuss the terms and conditions of a possible ADR process agreement. Any ADR process to which the Participants agree will be the subject of a separate unanimous written agreement(s). The Participants are not obligated to pursue or approve any ADR process. For an ADR process to be selected, it must have the unanimous written consent of all the Participants.

11.2 Express Waiver of Contribution Protection. The Participants anticipate that the Sediment Site Consent Decree will specify that the signatories to the Sediment Site Consent Decree agree not to assert any defenses based on contribution protection conferred by the Sediment Site Consent Decree, Washington state law, or federal law against any other signatory to the Sediment Site Consent Decree. The Participants specifically reserve their rights of contribution as against

each other, notwithstanding any contrary interpretation of the contribution protection provided in the Sediment Site Consent Decree, Washington state law, or federal law. A Participant's express waiver of the contribution protection as between each other shall remain in full force and effect, without regard to whether a Participant is in default, whether this Agreement is terminated, or whether a Participant withdraws or is removed, unless and until a final allocation among the Participants for MTCA liabilities is reached through unanimous agreement or a final non-appealable judgment by a court establishing a final allocation for the Site.

11.3 Initiation of Litigation. Notwithstanding any agreements or promises herein, any Participant(s) may initiate litigation related to the Site, including but not limited to contribution actions, at any time against other Participants and/or non-Participants. Initiation of an ADR process or litigation does not relieve any Participant of its obligations set forth in this Agreement. The Participants continue to reserve their respective rights to seek a reallocation of all past and future costs, including all costs incurred for the RI/FS and DCAP, as part of any final allocation for the Site, which may include statutory and contractual claims for equitable allocation and indemnification.

12.0 NOTICES

12.1 All notices, bills, invoices, reports, and other communications to or by a Participant shall be sent to the Participant's Authorized Representative(s) designated in accordance with Section 2.8.

13.0 DURATION OF AGREEMENT

13.1 The Agreement shall remain in effect unless amended, superseded, or revoked by unanimous agreement of the Participants or until termination pursuant to Section 9.0 above. The Agreement shall not be applicable to any Ecology exercise of its "reopener" rights under the Sediment Site Consent Decree.

14.0 EFFECT ON OTHER AGREEMENTS

14.1 This Agreement supersedes all previous Common Interest and Participation Agreements between the Participants, as well as the October 2016 Mediation Agreement (including addenda) between the Participants (collectively, the “Previous Agreements”), except nothing in this Agreement modifies or negates any tolling or confidentiality provisions contained in the Previous Agreements or contained in other agreements between the Participants. Further, this Agreement does not supersede any performance or funding obligations under Previous Agreements necessary to complete required work under the 2013 Agreed Order for the Western Port Angeles Harbor Site.

15.0 MODIFICATION OF AGREEMENT

15.1 The Funding Shares in the Agreement may be reallocated in accordance with a future unanimous written agreement between the Participants or as determined by a final non-appealable judgment issued by a court. Any other modification of the Agreement shall require unanimous written agreement of the Participants.

16.0 SUCCESSORS AND ASSIGNS; NO THIRD-PARTY BENEFICIARIES

16.1 This Agreement shall be binding upon the successors and assigns of the Participants. No assignment or delegation of the obligation to make any payment or reimbursement hereunder shall release the assigning Participant without the prior written consent of the other Participants. Nothing in this Agreement is intended or shall be interpreted to create any rights in any person not a Participant to this Agreement.

17.0 NONWAIVER

17.1 Except as provided in Section 11.2, nothing in this Agreement shall be construed to waive any rights, claims, or privileges which any Participant shall have against any other Participant or any other person or entity. If the Participant Group does not act on any default under this

Agreement by any Participant, the Participant Group shall not be deemed to have waived its right to take action on any additional defaults hereunder.

18.0 AUTHORITY OF PARTIES

18.1 Each Participant represents and warrants that it has all requisite power, and has taken required procedures corporate, public, municipal, or otherwise, to enter into and be bound by the terms and conditions of this Agreement.

19.0 COUNTERPARTS

19.1 This Agreement shall be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

20.0 ENTIRE AGREEMENT

20.1 Except as otherwise stated in Section 14.1, this Agreement, and any subsequent amendments, shall constitute the entire understanding of the Participants with respect to its subject matter.

21.0 GOVERNING LAW

21.1 This Agreement shall be construed under and in accordance with the laws of the State of Washington.

22.0 ATTORNEYS' FEES AND COSTS

22.1 Except as otherwise stated herein, the Participants shall bear their own attorneys' fees and costs incurred in connection with the negotiation and implementation of this Agreement. Notwithstanding the foregoing, in any action brought to enforce the terms of this Agreement, the prevailing Participant shall be entitled to recover reasonable attorneys' fees and costs incurred therein.

IN WITNESS WHEREOF, the Participants hereto enter into this Agreement. Each person signing this Agreement represents and warrants that he or she is duly authorized to enter into this Agreement by the company or entity on whose behalf that person is signing.

Name of Participant: Port of Port Angeles

Signature: _____

Printed Name: _____

Title: _____ Date: _____

Authorized Representatives (First listed representative receives notices and information):

Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

Name of Participant: Georgia-Pacific LLC

Signature: _____

Printed Name: _____

Title: _____ Date: _____

Authorized Representatives (First listed representative receives notices and information):

Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

Name of Participant: Nippon Paper Industries USA Co., Ltd.

Signature: _____

Printed Name: _____

Title: _____ Date: _____

Authorized Representatives (First listed representative receives notices and information):

Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

Name of Participant: City of Port Angeles

Signature: _____

Printed Name: _____

Title: _____ Date: _____

Authorized Representatives (First listed representative receives notices and information):

Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

Name of Participant: Merrill & Ring

Signature: _____

Printed Name: _____

Title: _____ Date: _____

Authorized Representatives (First listed representative receives notices and information):

Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

Name of Participant: Owens Corning

Signature: _____

Printed Name: _____

Title: _____ Date: _____

Authorized Representatives (First listed representative receives notices and information):

Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

Future Agenda Items –Commission Meeting

6/10/2025

June 24, 2025 (Regular Commission Meeting)

- May Financial Report
- Cash and Investment Report
- Maritime Festival Recap – Caleb
- Quarterly Grant Update

July 8, 2025 (Regular Commission Meeting)

- Monthly Delegation of Authority Report
- Harbor Site Update

July 22, 2025 (Regular Commission Meeting)

- June Financial Report
- Monthly Cash & Investment Report
- 2nd Quarter Operations Report
- 2026 Budget Calendar
- Strategic Plan Review

August 12, 2025 (Regular Commission Meeting)

- Monthly Delegation of Authority Report
- Log Loader RFQ Update
- Strategic Plan Review

August 26, 2025 (Regular Commission Meeting)

- July Financial Report
- CPP Discussion
- Monthly Cash & Investment Report

Upcoming Events

June 10-12, 2025 – PNWA Summer Conference, Bellingham, WA

June 25-27, 2025 – WPPA Finance & Administration Seminar, Walla Walla, WA

July 9-11 – WPPA Directors Seminar, Leavenworth – Sleeping Lady Mountain Resort, WA

July 21-23 – WPPA Commissioners Seminar, Semiahmoo Resort, Blaine, WA

July 24-25, 2025 – NWMTA Summer Meeting, Port of Kalama, OR

Future

- Boatyard and Marina Rules & Regulations
- Port Emergency Response Plans and Activities
- Employee Handbook Update and Resolutions