



**REGULAR COMMISSION MEETING**  
**Tuesday, February 24, 2026, 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. January Financial Report.....1-2
  - B. Delegation of Authority Review & Discussion – Beginning at Section VIII  
[Intent for Second Reading at Next Meeting].....3-18
- V. APPROVAL OF CONSENT AGENDA**
  - A. Regular Commission Meeting Minutes – February 10, 2026.....19-22
  - B. Vouchers in the amount of \$646,147.92.....23
- VI. COMPLETION OF RECORDS**  
No items
- VII. PLANNING AND CAPITAL PROJECTS**
  - A. Item for Consideration – Resolution 26-1337, Application to the 2025 EDA Disaster Supplemental Program.....24-28
  - B. Item for Consideration – New Wheeled Log Stacker Purchase - MARAD Port Infrastructure Development Program Grant (2024).....29-31
  - C. Item for Consideration – Interlocal Agreement Between the City of Bremerton & The Port for the Sale and Purchase of a Surplus Emergency Fire and Rescue Boat.....32-45
- VIII. LOG YARD**
  - A. Item for Consideration – Log Yard Site & Stormwater Improvements Bid Award...46-49
- IX. MARINE TRADES AND MARINE TERMINALS**  
No items



**X. PROPERTY**

- A. Item for Consideration – Arrow Launch Service Terminal 4, 5-Yr Lease Renewal...50-52

**XI. MARINAS**

No items

**XII. AIRPORTS**

No items

**XIII. OTHER BUSINESS**

- A. Letter of Support – Composite Recycling Technology Center (CRTC)  
Application to the 2025 EDA Disaster Supplemental Program.....53-54
- B. Item for Discussion – Joyce Daze Wild Blackberry Festival  
Community Partner Program Application.....55-56
- C. Item for Discussion – Clallam County Fair  
Community Partner Program Application.....57-58

**XIV. ITEMS NOT ON THE AGENDA**

**XV. COMMISSIONER REPORTS**

**XVI. PUBLIC COMMENT SESSION (TOTAL SESSION UP TO 20 MINUTES)**

**XVII. FUTURE AGENDA.....59**

**XVIII. NEXT MEETINGS**

- A. March 10, 2026 – Regular Commission Meeting
- B. March 24, 2026 – Regular Commission Meeting
- C. April 14, 2026 – Regular Commission Meeting
- D. April 27, 2026 – Special Joint Meeting with Board of County Commissioners  
(Hosted at the Port of Port Angeles)
- E. April 28, 2026 - Regular Commission Meeting



## **XIX. UPCOMING EVENTS**

- A. March 4-6, 2026 – American Association of Port Authorities (AAPA) Legislative Summit, Washington, D.C.
- B. April 7-9, 2026 – American Forest Resource Council (AFRC) Annual Meeting, Stevenson – Skamania Lodge, WA
- C. April 16-17, 2026 – Northwest Marine Terminal Association (NWMTA) Spring Meeting Port of Astoria, WA
- D. April 22-24, 2026 –Olympic Logging Conference – Victoria, BC, Fairmount Empress Hotel
- E. May 19-21, 2026 –WPPA Spring Meeting – Stevenson – Skamania Lodge
- F. June 6, 2026 – Maritime Festival – Port Angeles Boat Haven

## **XX. EXECUTIVE SESSION**

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

## **XXI. 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.

**Port of Port Angeles**  
**P&L Summary by Department**  
1/31/2026

	January Actual	January Budget	Actual vs Budget	
			Variance	Variance %
<b><u>Marine Terminal</u></b>				
Operating Revenue	85,238	207,524	(122,286)	▼ 58.93%
Operating Expense	(110,708)	(123,207)	12,499	▼ 10.14%
<b>Total</b>	<b>(25,470)</b>	<b>84,317</b>	<b>(109,787)</b>	
<b><u>Marine Trades Area</u></b>				
Operating Revenue	56,152	55,635	516	▲ 0.93%
Operating Expense	(40,018)	(31,437)	(8,581)	▲ 27.29%
<b>Total</b>	<b>16,134</b>	<b>24,198</b>	<b>(8,064)</b>	
<b><u>Log Yard</u></b>				
Operating Revenue	59,913	72,748	(12,835)	▼ 17.64%
Operating Expense	(76,367)	(86,408)	10,041	▼ 11.62%
<b>Total</b>	<b>(16,455)</b>	<b>(13,660)</b>	<b>(2,795)</b>	
<b><u>Fairchild International Airport</u></b>				
Operating Revenue	40,045	39,076	969	▲ 2.48%
Operating Expense	(42,543)	(45,373)	2,830	▼ 6.24%
<b>Total</b>	<b>(2,498)</b>	<b>(6,297)</b>	<b>3,799</b>	
<b><u>Sekiu</u></b>				
Operating Revenue	1,528	1,500	28	▲ 1.84%
Operating Expense	(1,508)	(1,604)	96	▼ 5.99%
<b>Total</b>	<b>20</b>	<b>(104)</b>	<b>124</b>	
<b><u>Airport Rental Properties</u></b>				
Operating Revenue	142,517	127,130	15,387	▲ 12.10%
Operating Expense	(48,304)	(56,009)	7,705	▼ 13.76%
<b>Total</b>	<b>94,213</b>	<b>71,121</b>	<b>23,092</b>	
<b><u>Port Angeles Boat Haven</u></b>				
Operating Revenue	156,533	162,440	(5,907)	▼ 3.64%
Operating Expense	(113,662)	(84,760)	(28,902)	▲ 34.10%
<b>Total</b>	<b>42,871</b>	<b>77,680</b>	<b>(34,809)</b>	
<b><u>John Wayne Marina</u></b>				
Operating Revenue	140,638	154,615	(13,977)	▼ 9.04%
Operating Expense	(75,510)	(87,601)	12,091	▼ 13.80%
<b>Total</b>	<b>65,127</b>	<b>67,014</b>	<b>(1,887)</b>	
<b><u>Rental Properties</u></b>				
Operating Revenue	19,793	18,632	1,161	▲ 6.23%
Operating Expense	(6,179)	(8,532)	2,353	▼ 27.58%
<b>Total</b>	<b>13,614</b>	<b>10,100</b>	<b>3,514</b>	
<b><u>Administrative</u></b>				
Operating Expense	(262,046)	(257,812)	(4,234)	▲ 1.64%
<b><u>Economic Development</u></b>				
Operating Expense	(25,262)	(25,656)	394	▼ 1.54%
<b><u>Information Technology</u></b>				
Operating Expense	(11,440)	(12,025)	585	▼ 4.86%
<b><u>Mechanical Maintenance</u></b>				
Operating Expense	(16,159)	(17,903)	1,744	▼ 9.74%
<b><u>Facilities Maintenance</u></b>				
Operating Expense	(51,705)	(48,232)	(3,473)	▲ 7.20%
<b>TOTAL OPERATING REVENUES</b>	<b>702,356</b>	<b>839,300</b>	<b>(136,944)</b>	<b>▼ 16.32%</b>
<b>TOTAL DIRECT EXPENSES</b>	<b>(881,412)</b>	<b>(886,559)</b>	<b>5,147</b>	<b>▲ 0.58%</b>
<b>ALLOCATED EXPENSES - ADMIN &amp; MAINT</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>NET SURPLUS (DEFICIT) - Before Depreciation</b>	<b>(179,056)</b>	<b>(47,259)</b>	<b>(131,797)</b>	<b>▲ 278.89%</b>

	January Actual	January Budget	Actual vs Budget	
			Variance	Variance %
<b>ALLOCATED DEPRECIATION</b>	-		-	-
<b>DEPRECIATION EXPENSE</b>	291,034	338,964	(47,929)	▼ 14.14%
<b>NET SURPLUS (DEFICIT) - After Depreciation</b>	<b>(470,090)</b>	<b>(386,222)</b>	<b>(83,868)</b>	<b>▲ 21.71%</b>
<b>NON-OP (GENERAL)</b>				
NON-OP REV (General)	67,319	70,000	(2,681)	▼ 3.83%
NON-OP EXP (General)	(5,427)	(4,695)	(733)	▲ 15.60%
<b>NON-OP (General) SURPLUS (DEFICIT)</b>	<b>61,892</b>	<b>65,305</b>	<b>(3,414)</b>	<b>▼ 5.23%</b>
<b>NON-OP (CAPITAL)</b>				
NON-OP REV (Capital)	153,528	152,408	1,120	▲ 0.73%
NON-OP EXP (Capital)	(3,829)	(3,902)	73	▼ 1.87%
<b>NON-OP (Capital) SURPLUS (DEFICIT)</b>	<b>149,699</b>	<b>148,506</b>	<b>1,193</b>	<b>▲ 0.80%</b>
<b>NET NON-OP SURPLUS (DEFICIT)</b>	<b>211,591</b>	<b>213,812</b>	<b>(2,221)</b>	<b>▼ 1.04%</b>
<b>TOTAL NET SURPLUS (DEFICIT)</b>	<b>(258,499)</b>	<b>(172,410)</b>	<b>(86,089)</b>	<b>▲ 49.93%</b>

Highlighted items were changes requested at the 2/10/2026 Regular Commission Meeting by all Commissioners during the Work Session.

2/24/26 Regular Commission Meeting Work Session to begin on page 9/10 - Section VIII

26-1336

**RESOLUTION OF THE PORT OF PORT ANGELES RENEWING THE DELEGATION OF ADMINISTRATIVE AUTHORITY TO THE CHIEF EXECUTIVE OFFICER**

WHEREAS, under RCW 53.12.270, the Port Commission of the Port of Port Angeles is authorized to delegate to the Chief Executive Officer of the Port of Port Angeles such administrative powers and duties as the Commission may deem proper for the efficient and proper management of Port operations;

WHEREAS, the Delegation of Authority Resolution serves as the directive by which the Commission delegates certain authority, otherwise retained by the Commission, to the Port of Port Angeles Chief Executive Officer, and

WHEREAS, said Delegation must be revised periodically as circumstances require to ensure the Port is able to address its day-to-day operational needs; and

WHEREAS, state law and said Delegation require certain authority conferred to the Chief Executive Officer to be renewed on an annual basis;

WHEREAS, in Resolution No. 22-1262, Resolution No. 23-1282, and Res-24-1290 the Port Commission delegated to its Chief Executive Officer certain authority for the management and operations of the Port;

NOW THEREFORE BE IT RESOLVED that Resolutions 22-1262, 23-1282, and Res 24-1290 are hereby rescinded, and the Port of Port Angeles Delegation of Administrative Authority to the Chief Executive Officer, as set forth in **Exhibit A** attached hereto and by this reference incorporated herein, is adopted and renewed for the purpose of establishing the administrative authority of the Chief Executive Officer.

ADOPTED by the Port Commission of the Port of Port Angeles at a regular meeting thereof held this 10<sup>th</sup> day of March 2026.

PORT OF PORT ANGELES  
BOARD OF COMMISSIONERS

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Connie L. Beauvais, President

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Steve D. Burke, Vice President

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Colleen M. McAleer, Secretary

## Delegation of Administrative Authority to the Chief Executive Officer

### I. **Foreword:**

A. The following policy is adopted by the Commission of the Port of Angeles for the purpose of establishing the administrative powers and duties of the Chief Executive Officer, who is responsible for Port operations. The Chief Executive Officer may delegate to Port personnel such administrative authority or reporting requirements herein established as is necessary and advisable in the efficient exercise of the Chief Executive Officer's powers and duties.

B. This policy shall not be interpreted to limit the duties or responsibilities of the Chief Executive Officer as those duties are determined from time to time by the Commission. In case of a short-term absence, the Chief Executive Officer may designate one or more senior Port staff to act in the place of the Chief Executive Officer with regard to the powers and duties herein. However, ultimate responsibility for all administration and Port operations rests with the Chief Executive Officer.

C. To implement delegations of authority to Port personnel, the Chief Executive Officer may promulgate policy and procedural manuals, monetary and budgetary directives, and other such documents as personnel position descriptions, affirmative action plans, safety manuals, etc., which shall provide a clear span of authority and responsibility to the designees of the Chief Executive Officer. Any delegation to Staff shall be in writing and will require periodic review/reauthorization by the Chief Executive Officer.

D. Any Commission directives or initiatives shall be made through the Chief Executive Officer and shall be made only by the Commission acting as a body of the whole. Those directives include, but are not limited to, the separately adopted travel policy, tariff schedules, financial guidelines, promotional hosting policy, and standard rental policy.

E. The phrase "administration and Port operations", as used herein, means the regular day-to-day business of the Port, including, but not limited to, operating, maintaining, and administering all of its properties, leasehold properties, facilities services and programs; including the implementation of construction work, alterations, repairs, maintenance, and improvements of the Port's real estate and physical facilities; and, the necessary planning incidental thereto; the conduct of financial accounting and legal matters as they relate to the Port's operation; the administration of all other operations which include personnel administration (*i.e.*, hiring, firing, salary and benefits, training, grievance procedures, task and project assignments, employee training and incentive programs, etc.); the execution and administration of contracts; publish legal notices; and, all other pertinent functions.

F. The Chief Executive Officer shall inform the Commission regarding significant information, incidents, and business transactions by methods agreeable to the Commission. The Chief Executive Officer shall report monthly to the Commission on those actions within this delegation. The Chief Executive Officer is the Port's managing official, appointed by the Commission, and serves as its representative. Nothing herein

should be construed in any way as abrogating the duties and responsibilities of the Commission.

**II. POLICY GOVERNING REAL PROPERTY AND THE PORT TERMINALS:**

A. **Lease Arrangements:** All real property when available for leasing shall, except as otherwise provided herein below, be leased only under an appropriate written lease instrument, executed by the Commission, and accompanied by a lease bond or other form of security in accordance with law. Further guidance to Port Staff concerning Lease rates, terms, and considerations is contained in the Port's Lease Policy. The Chief Executive Officer may execute short-term leases (**terms of one year or less**) subject to all the following conditions:

1. The appropriate lease surety must be in place consistent with statutory requirements and the Port's standard form of lease, except for State and Federal leases that require the use of the tenant's lease form as long as the content of the lease form does not materially change the Port's intent in its standard lease form.
2. The arrangements for short-term rental shall be evidenced by the Port's standard form of lease (except that any clearly inapplicable provision or provisions inconsistent with the policy herein set out shall be deleted from the standard form).
3. The amount of the rental shall be in accordance with the rental revenue standards adopted by the Commission for similar Port property of the same or similar class and type and devoted to similar uses.
4. **The use of the leased property by the tenant shall be expressly stated and shall be in accordance with the approved lease.**
5. The lease may not be renewed or otherwise extended beyond the initial term of less than one year without Commission approval.

B. **Sublease Procedures:** Leases, concession agreements, operating agreements, and related contracts between the Port and its tenants, concessionaires, and other parties shall include restrictions on the subleasing and require, at a minimum, the prior written consent of the Port Commission to such subleases. Provided however, and subject to the provisions of the lease or agreement, the Chief Executive Officer is authorized to grant consents to subleases which for the purposes hereof shall include sub operating agreements and sub concession agreements; given that there is less than one year remaining on the lease, has a similar use as adopted by the Commission for the same or similar Port property, the Lessee is not in default or "holdover" status and the material terms of the lease agreement are unchanged.

C. **Other Real Estate Documents:** The Chief Executive Officer is authorized to execute the following property instruments, subject to the terms specified herein:

1. Easements for purposes of utility installments to serve Port properties. Easements that may impact the Port's Strategic Plan, provide utility service to non-Port properties, or result in the Port incurring costs due to increasing capacity, shall be reported to the Commission as part of the CEO's monthly Delegation of Authority Report.

2. Short-term agreements (of one year or less) for the use of Port-owned equipment, airport hangars, marina slips, and storage areas, in keeping with the Port Lease and Property Use Policy.

3. Verify Business Licenses and Licenses to Operate.

4. Aquatic land leases with the Washington State Department of Natural Resources of one year or less to accommodate leasehold property leases consistent with the Port Management Agreement.

5. Binding site plans and short plats consistent with Port master plans in order to activate leasehold interests.

6. Changes in the name of the responsible party to the lease if all other conditions, including primary ownership, remain the same.

7. Lease assignments for purposes of collateral and lease assignments for purposes of a single airport condominium unit conveyance (change of ownership) where there is an established condominium association as the Lessee.

8. Response to estoppels and attornments.

9. Access Agreements.

D. Lease Renewals: The Chief Executive Officer is authorized to renew leases for terms of up to five years, provided such renewals are provided for in the basic lease; all other substantive terms of the lease remain unchanged; rental rate adjustments provided for in the lease are made; and the lessee is in good standing<sup>1</sup>. The Chief Executive Officer shall report the execution of any such lease option to the Commission as soon as practicable.

E. Lease Enforcement and Lease Terminations: The Chief Executive Officer, in coordination with legal counsel, is authorized to enforce all terms and conditions of Port leases. The Chief Executive Officer is authorized to issue all appropriate notices of default and/or notices of termination with regard to Port leases. The Chief Executive Officer is authorized to terminate any lease under the terms and conditions therein. Upon termination, the Chief Executive Officer is authorized to take all steps necessary to retake possession of the leasehold and recover for the Port all sums due to the Port pursuant to the lease and the law. The Chief Executive Officer shall keep the Commission informed of the status of lessees in default prior to issuing default or termination notices.

F. Realtors Compensation Program: The Chief Executive Officer is authorized to make payments for real estate services consistent with the Commission's adopted Lease and Property Use Policy and within the lease authority of Section II.A.

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1. A tenant in "good standing" is in FULL compliance with all obligations in their current or past lease agreements includes among other things timely payment of rent, adherence to specific terms of lease (property usage, etc.), adherence to property boundaries, promotion of the Port, adherence to local/state/federal rules and regulations, adherence to Port regulations (notification of tenant improvements, permission, notice, etc.), and exercises good faith in its dealings with the Port.

G. Lay Berth Agreements: The Chief Executive Officer is authorized to execute Lay Berth Agreements, for a term of one year or less, to allow a vessel to berth on a daily or monthly basis at the Port's Terminals. The Chief Executive Officer shall keep the Commission informed of these agreements.

H. Port Facilities Agreements: The Chief Executive Officer is authorized to negotiate terms, conditions, and charges for services related to moving cargo across the Port's Terminals and Log yard which deviate from the published Tariff when (i) in the course of business it is necessary to deviate from the Tariff to capture new revenue or retain existing business relationships, and (ii) such agreements will not require the expenditure of any unbudgeted capital improvements or operating funds, and (iii) the term of the agreements shall not exceed one year. The Chief Executive Officer shall keep the Commission informed of these agreements.

**III. POLICY GOVERNING CONTRACTS FOR PERFORMANCE OF PUBLIC WORK:**

A. Public Work Contract Awards: The Chief Executive Officer shall have the responsibility for following all required statutory procedures in connection with all public work contracts as outlined in Chapter 39 RCW and Chapter 53 RCW. The Chief Executive Officer is authorized to carry out all procedures required by applicable statutes preliminary to the acts required to be performed by the Commission at an open meeting. The Chief Executive Officer may, without prior Commission approval, execute on behalf of the Port public work contracts for \$75,000<sup>2</sup> or less so long as the expenditure is within the approved budget. In addition, the Chief Executive Officer may, without prior Commission approval, execute on behalf of the Port, public work contracts for public work identified in a specific budgetary line item and where the contract price and all other charges do not exceed the amount authorized in that specific budgetary line item by more than ten percent (10%), but in no case in excess of a cumulative amount of \$75,000 on the project. Any contract awarded that does not exceed \$75,000 shall be reported to the Commission at the first regularly scheduled meeting of the following month.

B. Emergency Public Work Contracts: When any emergency shall require the immediate execution of a public work contract, the Chief Executive Officer, pursuant to the procedures of RCW 39.04.020 (as it now exists and as may be later amended), is authorized to make a finding of the existence of such emergency and execute any public work contract necessary to respond to the existing emergency, provided that the Chief Executive Officer shall, at the first Commission meeting following the Chief Executive Officer's finding) of the existence of an emergency, request Port Commission ratification of the finding of an emergency and any contract awarded or executed pursuant to this authority. Emergency contracts shall be filed with the commission and made available for public inspection within seven working days

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2. For projects, where the cost of the work or improvement, including costs of materials, supplies and equipment, will not exceed the sum of \$40,000, Ports can use RCW 53.08.120.2(c) where no bids are required. The Port shall make its best effort to reach out to qualified contractors, including certified minority and woman- owned businesses.

following the commencement of work or execution of the contract, whichever occurs first. Documented justification for emergency contracts shall be provided to the commission when the contract is filed. "Emergency" means a set of unforeseen circumstances beyond the control of the port that either: (a) Present a real, immediate threat to the proper performance of essential functions; or (b) May result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. From the inception of any such emergency, the Chief Executive Officer shall advise the Commission on the status of the emergency and the progress of any public work contracts executed to remedy it. Emergency public work contracts executed pursuant to the authority herein shall contain a clause which states that the contract is subject to ratification by the Commission and that if ratification does not follow, the contract shall terminate, and the Contractor shall be compensated for his work and materials used to the time of termination.

C. Change Orders: In the instances where public work contracts have been awarded and under which the work is in progress, and individual changes in plans and/or specifications are necessitated in order to properly accomplish the work, the Chief Executive Officer is authorized, without prior Commission approval, to execute individual change orders to the contract if the following conditions are met:

1. The estimated cost of the aggregate changes in plans and/or specifications and all other charges will not exceed the specific budgetary line item by \$75,000, or 10% of the last Commission-approved total.
2. The contract provides for the issuance of change orders.
3. Unless Commission retains its change order approval authority in the respective Commission approval of the original underlying contract.

D. Final Acceptance of Contracts: The Chief Executive Officer may give final acceptance of completed public works projects where the total cost does not exceed \$350,000.

#### **IV POLICY GOVERNING CONTRACTS FOR ACQUISITION OF MATERIALS, EQUIPMENT, SUPPLIES, AND EMERGENCY SERVICES**

A. Items Acquired for Normal Maintenance and Operation in the Open Market: The Chief Executive Officer shall have the responsibility for following all required statutory procedures, where applicable, in connection with all contracts for the acquisition of utilities, materials, equipment, and supplies; provided, however, that where utilities, materials, equipment, and supplies are acquired on the open market or pursuant to published tariffs and used or are necessary in normal maintenance and operations of the Port, no prior approval shall be required but shall where appropriate be approved as a part of normal monthly expenses, and further, provided that in all cases where a statutory requirement exists for award of contracts following competitive bidding.

B. Budgeted Acquisitions or Acquisitions of \$75,000, or less: The Chief

Executive Officer may, without prior Commission approval, execute on behalf of the Port, contracts for materials, equipment, and supplies (where the acquisition does not meet the criteria of Section IV.A above) for \$75,000 or less so long as the expenditure is within the limits of overall budgetary constraints. In addition, the Chief Executive Officer may, without prior Commission approval, execute on behalf of the Port, contracts for materials, equipment, or supplies identified in a specific approved budgetary line item and where the contract price does not exceed the amount authorized in that specific budgetary line item by ten percent (10%).

C. Emergency Contracts for Acquisition of Materials, Equipment, Supplies, and Services: When an emergency shall require the immediate acquisition of materials, equipment, supplies, and services, the Chief Executive Officer is authorized to make a finding of the existence of such emergency and execute any contract for acquisition of materials, equipment, supplies, and services (subject to the Port of Port Angeles Purchasing Procedure) necessary to respond to the existing emergency, provided that the Chief Executive Officer shall, at the first Commission meeting following the Chief Executive Officer's finding of the existence of an emergency, request Port Commission ratification of the finding of an emergency and any contract awarded or executed pursuant to this authority. From the inception of any such emergency, the Chief Executive Officer shall continuously advise the Commission on the status of the emergency and the progress of any public work contracts executed to remedy it. Emergency acquisition contracts executed pursuant to the authority herein shall contain a clause which states that the contract is subject to ratification by the Commission and that if ratification does not follow, the contract shall terminate, and the Contractor shall be compensated for work and materials used to the time of termination.

D. Performance of Work by Port Crews. The Chief Executive Officer is authorized to approve individual capital projects that are to be carried out by Port crews, or day labor, when deemed appropriate, when the total estimated cost for labor and materials does not exceed \$75,000. For projects that exceed \$40,000, the Port shall determine if contracting out construction would be less expensive than Port labor per RCW 53.08.135.

**V. POLICY GOVERNING ADJUSTMENT AND SETTLEMENT OF CLAIMS AND PENALTIES (EXCLUDING THOSE COVERED BY PARAGRAPH XVI):**

A. Procedure for Settling Claims: The Chief Executive Officer shall be responsible for the implementation of necessary procedures for the settlement of all claims, either against or on behalf of the Port. Procedures in the handling of such claims shall, at a minimum, include the following:

1. For the purpose of this Section, "claim" shall mean the assertion of any position, penalty, right, or responsibility by or against the Port, its Commissioners, or employees, but not including uncollectible accounts as covered in Section X.

2. No claims against the Port shall be considered unless and until proper written notice has been provided to the Port.

3. All claims for or against the Port may be processed in all respects (except for their final approval and payment) by the Chief Executive Officer or Legal Counsel.

4. Except as provided under Section V.B, no claims shall be finally approved for settlement except by the Commission and no claim shall be paid except as authorized by the Commission.

**B. Chief Executive Officer's Authority to Settle Claims:**

1. The Chief Executive Officer may, with the written concurrence of legal counsel, negotiate and settle claims asserted against or by the Port for an amount not to exceed \$25,000, after applying the Port's applicable insurance deductible amount; provided that the claim seeks only monetary damages and does not require the Port to make a finding or admission of fault or liability. Settlements under this authority shall be treated as compromises of disputed claims and shall not constitute admissions of liability.

2. The settlement of any claim that personally names or asserts a claim against an individual Port Commissioner, seeks injunctive or declaratory relief, or would obligate the Port to formally acknowledge fault or wrongdoing, requires prior Commission approval.

3. All claims settled under this authority shall be reported to the Commission as soon as practicable.

**VI. POLICY GOVERNING ARRANGEMENTS FOR PROFESSIONAL AND CONSULTANT SERVICES:**

A. Chief Executive Officer's Authority: The Chief Executive Officer is authorized to contract for professional services with qualified architectural, engineering and technical testing and inspection firms licensed in the State of Washington, to provide such services as required for maintenance, preliminary engineering work, and small projects, and for similar purposes reasonably required in connection with public works. The procurement of and payment for professional services shall be accomplished in accordance with RCW 39.80. The aggregate cost for the professional and consulting services shall not exceed \$75,000 and shall not exceed the amount authorized in that specific approved budgetary line item by ten percent (10%).

B. Amendments: In the instances where professional service contracts have been awarded and under which the work is in progress, and individual changes in plans and/or specifications are necessitated in order to properly accomplish the work, the Chief Executive Officer is authorized, without prior Commission approval, to execute individual amendments to the contract if all the following conditions are met:

1. The estimated cost of the aggregate changes and all other charges will not exceed the specific approved budgetary line item, \$75,000 or 10% of the original Commission-approved contract amount.

**VII. POLICY GOVERNING CONTRACTS FOR PERSONAL SERVICES:**

A. Chief Executive Officer's Authority: The Chief Executive Officer is authorized to contract for personal services. "Personal service" means professional or technical expertise provided by a consultant to accomplish a specific study, project, task, or other work statement which may not reasonably be required in connection with a public works project meeting the definition in \*RCW 39.04.010(4). "Personal service" does not include purchased services as defined under RCW 53.19.010(8) or professional services procured using the competitive selection requirements in chapter 39.80 RCW. The procurement of and payment for and personal services shall be accomplished in accordance with RCW 53.19.090 and RCW 53.19.080. The personal services contract amount shall not exceed \$75,000 and shall not exceed the amount authorized in that specific approved budgetary line item by ten percent (10%).

B. Exceptions. Pursuant to RCW 53.19.020, all personal service contracts shall be entered into pursuant to competitive solicitation, except for:

(1) Emergency contracts;

(2) Sole source contracts, as defined in Section VII. C herein below;

(3) Contract amendments;

(4) Contracts between a consultant and a port of less than \$50,000 dollars. However, contracts of \$50,000 or greater but less than \$200,000 shall have documented evidence of competition. Ports shall not structure contracts to evade these requirements;

(5) Other specific contracts or classes or groups of contracts exempted from the competitive solicitation process by the commission when it has been determined that a competitive solicitation process is not appropriate or cost-effective, including those listed in Section VII B (6) herein below.

(6) The Port Commission exempts the following services from competitive bid process as allowed by RCW 53.19.20 since the Commission deems competitive solicitation process is not appropriate for services that deal with high-risk areas, special education, and unique experience: Human resource, legal, information technology, marketing, project management, writing, accounting, financial, lobbyist, or bookkeeping services.

C. Sole Source Contracts<sup>4</sup> The Chief Executive Officer is authorized to execute sole source contracts for personal services in an amount not to exceed \$75,000. For purposes of this section, and as provided in RCW 53.19.010, "sole source" means a consultant providing professional or technical expertise of such a unique nature that the consultant is clearly and justifiably the only practicable source to provide the service. The justification shall be based on the uniqueness of the service, sole availability at the location required, or warranty or defect correction service obligations of the consultant. The documented justification shall include evidence that the port attempted to identify potential consultants. The Chief Executive Officer shall inform the

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4. Pursuant to RCW 53.19.040, sole source contracts shall be filed with the Commission and made available for public inspection prior to the proposed starting date of the contract. Documented justification for sole source contracts shall be provided to the Commission when the contract is filed to ensure that the costs, fees, or rates negotiated are reasonable.

Commission at the first regularly scheduled meeting of the following month of all actions undertaken under this section without prior Commission approval. Prior to a sole source contract being extended, the Port shall re-visit and confirm if the justification continues to apply and be valid.

In addition, pursuant to RCW 53.19.040, sole source contracts shall be filed with the Commission and made available for public inspection prior to the proposed starting date of the contract. Documented justification for sole source contracts shall be provided to the Commission when the contract is filed. Sole source contracts which exceed the amount of \$75,000 dollars Commission approval and must be supported by documented justification. The Commission shall ensure that the costs, fees, or rates negotiated in filed sole source contracts that exceed \$75,000 dollars are reasonable.

D. Amendments: In the instances where personal service contracts have been awarded and under which the work is in progress, and individual changes in plans and/or specifications are necessitated in order to properly accomplish the work, the Chief Executive Officer is authorized, without prior Commission approval, to execute individual amendments to the contract if all the following conditions are met:

1. The estimated cost of the aggregate changes and all other charges will not exceed the specific approved budgetary line item, \$75,000 and 10% of the original Commission-approved contract amount, and
2. If the value of the amendment or amendments to a personal service contract, whether singly or cumulatively, exceeds fifty percent of the value of the original contract, the contract amendment must be filed with the commission and made available for public inspection prior to the proposed starting date of services under the amendment, pursuant to RCW 53.19.060.

E. Changes In The Scope Of Work. In the event of substantial changes in the contract's scope of work, or substantial additions to the scope of work as specified in the formal solicitation document, the changes shall be submitted to the commission for a determination as to whether the change warrants the work to be awarded as a new contract.

F. Emergency Contracts. When any emergency shall require the immediate execution of a professional or personal services contract, the Chief Executive Officer, pursuant to the procedures of 53.19.030 (as it now exists and as may be later amended), is authorized to make a finding of the existence of such emergency and execute any such contract necessary to respond to the existing emergency, provided that the Chief Executive Officer shall file such emergency contracts with the commission and made available for public inspection within seven working days following the commencement of work or execution of the contract, whichever occurs first. Documented justification for emergency contracts shall be provided to the Commission when the contract is filed.

**VIII. POLICY GOVERNING TRAVEL OF EMPLOYEES AND OTHER AUTHORIZED REPRESENTATIVES OF THE PORT:**

A. Chief Executive Officer's Authority: To facilitate necessary normal Port operations, the Chief Executive Officer may authorize travel by Port employees and/or other Port representatives for Port business, in accordance with the Port's Travel Policy adopted pursuant to RCW 53.08.176 and RCW 42.24.090 and per Port Resolution 24-1304. Reimbursable personal travel expenses per trip shall not exceed \$5,000 per person without advance approval by the Commission.

B. The Commission shall be advised at the first regularly scheduled meeting of the following month of all such authorizations for travel outside of Washington, Oregon, Idaho, and British Columbia, Canada.

C. Commissioner international travel, outside of British Columbia, Canada, requires approval by the Commission.

D. The Port's Auditor will be responsible for ensuring full compliance with applicable statutes, regulations, and Port policies and procedures governing expense reimbursement by employees, Port Commissioners, and representatives of the Port. Per RCW 53.08.176, the port district shall adopt a resolution establishing basic rules and regulations governing employee reimbursements, use of credit cards, allowable per diem that does not exceed the United States General Services Administration's per diem rates, and other procedures.

**IX. EXPENDITURES FOR TRADE PROMOTION AND PROMOTIONAL HOSTING:**

A. The Chief Executive Officer will report proposed expenditures covering industrial development, trade promotion, and promotional hosting as provided in RCW 53.36.120 to the Commission as part of the annual budget adoption. Expenditures proposed for promotional hosting shall be limited as provided in RCW 53.36.130.

B. Port staff and representatives responsible for industrial development, Promotional hosting, and trade promotion, and authorized to host under the Delegation of Authority Policy, are authorized to make expenditures for promotional hosting of all appropriate Port activities, subject to all of the provisions of the Promotional Hosting policy per Port Resolution 22-1263.

C. Commission hosting requires prior approval by the Commission.

**X. POLICY GOVERNING STAFF AND EMPLOYEE ADMINISTRATION:**

A. Chief Executive Officer's Authority: The Chief Executive Officer shall have the authority to manage all personnel matters for Port employees, which includes hiring, firing, training, grievance procedures, employee benefits, and administration of the employee salary schedule and incentive programs. The Chief Executive Officer shall carry out these responsibilities according to the state and local guidelines and policies and within overall budgetary constraints. The Chief Executive Officer will inform the Commission of actions being taken in the event that the action may result in public notice or litigation.

**XI. POLICY GOVERNING CHIEF EXECUTIVE OFFICER'S AUTHORITY FOR PROPERTY ACQUISITIONS AND SALES:**

A. Chief Executive Officer's Authority: When the Port Commission authorizes the acquisition of real property by purchase or condemnation, the Chief Executive Officer shall take all necessary steps, including the securing of appraisals, to secure the title of such property for the Port. Acquisition price of individual properties (or ownerships) shall in no case exceed the Port's appraisal by ten percent (10%), nor shall the total price paid for all properties exceed the estimates of the Port Commission's authorization without further specific Commission authorization.

B. Execution of Documents of Sale: The authorization for the sale of real property is reserved to the Commission. When the Commission authorizes the sale of real property, the Chief Executive Officer shall take all necessary steps to complete the transaction, including, but not limited to, accepting deposits, opening escrow, and signing all necessary documents, and taking all steps to obtain Commission approval to surplus the property and to update the Port's Comprehensive Scheme of Harbor Improvements.

**XII. POLICY GOVERNING DISPOSITION OF UNCOLLECTIBLE ACCOUNTS:**

A. Definition of "Write-off": The term "write-off" means the adjustment of the accounting records of the Port to reflect the fact that the account is uncollectible in the normal course of operations. The Chief Executive Officer may authorize Legal Counsel to initiate or continue with legal action to collect an account without regard to whether the account has been written off the accounting records of the Port.

B. Procedures: The Chief Executive Officer is authorized to establish procedures for and to write off any uncollectible account \$1,000 or less subject to the following general guidelines and in accordance with RCW 19.16.500:

1. Prior to writing off any account receivable or uncollectible, the Chief Executive Officer shall be satisfied that every reasonable effort has been made by the Port to accomplish the collection of the account.

2. The Chief Executive Officer may, as appropriate, authorize legal action in the proper court of law or assign the account to a collection agency while keeping the Commission informed. If, after attempting all normal account collections procedures, an account remains uncollectible after 180 days, the Chief Executive Officer may write off the account.

3. Any account in excess of \$1,000 that is deemed to be uncollectible shall be referred to the Commission for final write-off.

**XIII. POLICY GOVERNING LEASE SURETY, SURETY BONDS, RENTAL DEPOSITS, AND INSURANCE POLICIES:**

A. Authority of the Chief Executive Officer: The Chief Executive Officer or his designee is delegated authority to take all necessary actions on behalf of the Commission in connection with lease surety, lease surety bonds, assignments of accounts, rental deposits, or insurance coverage required pursuant to any leases of the Port, including any of the following actions:

1. Where the lease is not in default, to release any surety, surety bond, or rental deposit where an adequate substitute surety or rental deposit has been provided. To approve any surety, surety bond, rental deposit, certificate of insurance, or insurance policies submitted in fulfillment of the requirements of any lease, including substitute or replacement coverage for any terminated bond, surety, or rental insurance.

2. To approve any substitute or modifications of surety or insurance coverage, and to release any surety or insurance company when substitute or replacement insurance coverage has been provided in connection with any outstanding lease of the Port.

**XIV. POLICY GOVERNING SALE OF PROPERTY:**

A. Sale of Property: The Chief Executive Officer is authorized, pursuant to RCW 53.08.090, to sell and convey surplus real and personal property of the Port subject to the following conditions being met:

1. The market value of the real or personal property is less than \$23,340.
2. Prior to any such sale or conveyance, the Chief Executive Officer shall itemize and list the property to be sold and make written certification to the Commission that the listed property is no longer needed for Port purposes.
3. Offers for purchase are solicited from at least three (3) parties, whenever possible.
4. Any large block of such property having a value in excess of \$23,340 shall not be divided into components of a lesser value and sold unless done so by public competitive bid.
5. Real property which is part of the comprehensive plan of improvement or modification thereof shall not be disposed of until the comprehensive plan has been modified pursuant to RCW 53.20.010 and until such property is found to be surplus to Port needs.

B. The sale of surplus personal property to Port officials or employees shall be restricted to public auctions or consignment for bid, where the process is managed by a third-party vendor, and all interested parties have equal opportunity in the bidding process.

C. The Chief Executive Officer shall itemize and list the personal property to be disposed of and shall make a written certification to the Commission that the listed property was no longer needed for Port District purposes.

1. If the Chief Executive Officer is unable after reasonable effort to dispose of the surplus property by sale, either through a publicly advertised competitive bidding process or sale by negotiation, the Chief Executive Officer may dispose of surplus personal property by donation to a Clallam County tax-exempt organization, municipal corporation, tribal government or by delivery to the local transfer station or recycling center.

2. If a single item of personal property has an estimated value of \$200 or less, and the Chief Executive Officer reasonably determines that the expense of disposing of the property by sale exceeds any benefit the Port may receive from the sale, the Chief Executive Officer may dispose of the property by donation to a Clallam County tax-exempt organization, municipal corporation, tribal government or by delivery to the local transfer station or recycling center.

**XV. POLICY GOVERNING INVESTMENT OF TEMPORARILY IDLE PORT FUNDS:**

A. Authority of the Chief Executive Officer: For purposes of this Section, “Temporarily Idle Port Funds” shall mean those funds which are not required for immediate expenditure. In accordance with the Port of Port Angeles Investment Policy, the Chief Executive Officer is authorized to direct the investment of temporarily idle Port funds. These directives shall permit, but shall not be limited to, investments in authorized government securities, sale of such investments, and necessary interfund transfers. A summary report of all investments, sales, and interfund transfers shall be provided to the Commission monthly.

**XVI. LITIGATION:**

A. Management and Supervision of Litigations: The Chief Executive Officer and the Port’s Legal Counsel shall be responsible for the procedures necessary for management and supervision of all litigation in which the Port has an interest, direct or indirect. For purposes of this section, “litigation” shall mean the assertion or potential assertion of any position, right, or responsibility by or against the Port, including actions which have been filed in any court or any *quasi*-judicial or administrative forum.

B. Special Legal Services: The Chief Executive Officer, on consultation with the Port’s Legal Counsel, is authorized to retain other such special counsel at fees as may be negotiated to assist in the handling of any claims, litigation, or other matters necessary to attend to the legal affairs of the Port, within overall budgetary constraints.

C. Engagement of Experts: The Chief Executive Officer may engage or cause to be engaged through Legal Counsel, such experts as may be necessary for the orderly support of claims or litigation in which the Port has a direct or indirect interest. Such engagement shall be upon authorization given by Legal Counsel after having satisfied themselves that such expenditure is necessary to the adequate preparation and representation of the Port’s position in such litigation or claim and shall, wherever practicable, include evaluation of the litigation or claim and an estimate of the probable cost of such experts.

D. Consultation with Commission: In instances of litigation in which the value has, or is likely to exceed \$25,000, the Chief Executive Officer will, in conjunction with the Port’s Legal Counsel, consult with the Commission regarding strategy and the economic impact of litigation.

**XVII. POLICY GOVERNING INTERLOCAL AGREEMENTS FOR USE OF PORT PROPERTY FOR TRAINING PURPOSES AND EVENT SITE USE**

**AGREEMENTS FOR ONE-DAY EVENTS:**

A. Chief Executive Officer's Authority: The Chief Executive Officer is authorized to execute agreements with other public agencies for purposes of conducting training exercises related to police, fire, and public health and safety issues. Additionally, the Chief Executive Officer is authorized to execute event and site use agreements with organizations for up to 3-day non-political events conducted by the organizations on Port property.

**XVIII. CONFIDENTIALITY AGREEMENTS.**

A. The Chief Executive Officer shall have the authority, upon concurrence of the Port's Legal Counsel, to execute confidentiality and nondisclosure agreements; provided, however, said agreements shall comply with the requirements of Washington's Public Records Act, Chapter 42.56 RCW.

**XIX. COLLECTIVE BARGAINING AGREEMENTS**

A. The Chief Executive Officer shall have the authority to enter into non-material amendments to Collective Bargaining and related Agreements with represented Port employees. These amendments shall not cost the Port more than \$25,000 per year. Collective Bargaining Agreements must conform to the restraints outlined in RCW 53.18.060. The Chief Executive Officer shall inform the Commission at the first regularly scheduled meeting of the following month of all actions undertaken under this section without prior Commission approval.

**XX. APPLICATION FOR AND ACCEPTANCE OF GRANTS**

A. The Chief Executive Officer is authorized to pursue and accept on behalf of the granting agency, without prior referral to the Commission, all grant and loan opportunities, when the Grantor does not require official Commission action, under the following conditions:

1. The program(s) or project(s) to be funded by the grant or loan opportunity are listed in the Port Commission's adopted annual operating budget, capital investment plan, or strategic plan; or
2. When the program(s) or project(s) to be funded by a grant or loan opportunity are not listed in the documents noted in Paragraph A.1 above, the grant or loan may still be pursued and accepted provided the grant or loan does not require the Port to contribute new agency money (even if reimbursed) exceeding \$75,000, or that result in increased operating expenses of \$75,000 annually.

B. The Chief Executive Officer shall notify the Commission of the purpose, amount, duration, and associated obligations of any grant or loan application and award at the first regularly scheduled meeting of the month after the application is made. If, upon review, the Commission determines the grant application is not in the best interest of the agency, then it may direct the Chief Executive Officer to rescind the application.

**XXI. INSURANCE POLICIES:**

A. The Chief Executive Officer is authorized to negotiate and obtain appropriate policies of insurance to cover Port property, liability, employee coverage, and other areas appropriately included within a comprehensive insurance program. The Chief Executive Officer is authorized to approve from time-to-time changes or modifications within the policies of insurance including programs to provide self-insurance or deductible provisions so long as such programs are promptly and regularly reported to the Commission so that they are kept informed of basic changes in the overall insurance program of the Port.

**XXII. CHIEF EXECUTIVE OFFICER DELEGATION OF AUTHORITY**

A. The Chief Executive Officer has the authority to assign a delegate to act with the Chief Executive Officer's full delegation of authority, in the Chief Executive Officer's absence from the Port district jurisdiction exceeding 24 hours.

B. The Commission retains the authority to appoint an authorized delegate for the Chief Executive Officer under the following conditions:

1. If the Chief Executive Officer is absent from the Port district jurisdiction exceeding 24 hours, and
2. The Chief Executive Officer has not already delegated the Chief Executive Officer's full authority to a delegate for that absence, and
3. If said delegation is necessary for the orderly and efficient continuation and exercise of Port business, as determined by the Commission in its sole discretion.



**REGULAR COMMISSION MEETING**  
**Tuesday, February 10, 2026, 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/>

Connie Beauvais, Commissioner  
Steve Burke, Commissioner  
Colleen McAleer, Commissioner  
Paul Jarkiewicz, Chief Executive Officer  
Chris Hartman, Chief Operating Officer  
Jennifer Baker, Director of Finance & Admin  
Caleb McMahon, Director of Econ & Dev.  
Katharine Frazier, Grants & Gov Affairs Mgr

Martin Marchant, Marine Trades Manager  
Jenna Riley, Clerk of the Board  
Amanda Saiz, Business Support Specialist  
Brian Porter, PND Engineers \*via Zoom  
Beth Batchelder, MAKERS \*via Zoom  
Brian Winningham, BST Associates \*via Zoom  
Paul Sorensen, BST Associates \*via Zoom

**I. CALL TO ORDER / PLEDGE OF ALLEGIANCE (0:00-0:49)**

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

**II. EARLY PUBLIC COMMENT SESSION (TOTAL SESSION UP TO 20 MINUTES) (0:50-3:38)**

James Taylor of Port Angeles, WA, spoke regarding the recent Revenue Advisory Council meeting, and emphasized the need to inform the community about the importance of wood products.

**III. APPROVAL OF AGENDA (3:39-3:50)**

- Motion to approve the agenda as presented: Comm. Burke
- 2<sup>nd</sup>: Comm. McAleer
- Vote: 3-0 (Unanimous)

**IV. WORK SESSION (50:59-2:23:50)**

**A. Monthly Cash & Investment Report**

- Presentation: Jennifer Baker
- Discussion
- No Action

**B. Annual Bad Debt Report**

- Presentation: Jennifer Baker
- Discussion
- Motion to approve the removal of \$80,573.83 from Port records with the understanding that the team will continue with collection efforts: Comm. McAleer  
\*Finance team to determine whether bad debt associated with 720 Marine Drive can be removed and considered to be “sunk cost”.
- 2<sup>nd</sup>: Comm. Burke
- Vote: 3-0 (Unanimous)

**C. Delegation of Authority Review & Discussion**

- Presentation: Paul Jarkiewicz, Carolyn Lake, and Jenna Riley
- Discussion
- No Action. Discussion to continue at the next meeting, beginning at Section VIII.

**D. Washington Public Ports Association Maritime Industrial Base Coalition Memorandum of Understanding Discussion.**

- Presentation: Paul Jarkiewicz
- Discussion
- Motion to authorize the Chief Executive Officer to execute the 2026-2027 Memorandum of Understanding for Maritime Industrial Base Coalition: Comm. McAleer.
- 2<sup>nd</sup>: Comm. Burke
- Comm. Beauvais requested the documents be added to the agenda for the Public



- Vote: 3-0 (unanimous)

**V. APPROVAL OF CONSENT AGENDA (2:23:51-2:25:54)**

A. Regular Commission Meeting Minutes – January 27, 2026

B. Vouchers in the amount of \$800,448.47

- Discussion
- Motion to approve the consent agenda as presented: Comm Burke
- 2<sup>nd</sup>: Comm. McAleer
- Vote: 3-0 (Unanimous)

**VI. COMPLETION OF RECORDS (2:25:55-2:42:07)**

A. 4<sup>th</sup> Quarter Operations Report-Continued

- Presentation: Paul Jarkiewicz
- Discussion
- No Action

B. Monthly Delegation of Authority

- Presentation: Paul Jarkiewicz
- Discussion
- No Action

**VII. PLANNING AND CAPITAL PROJECTS (2:42:08-2:46:09)**

A. Item for Consideration – Marine Trades Center Phase 2 Development Contract Acceptance

- Presentation: Chris Hartman
- Discussion
- Motion to accept the project as complete with Interwest Construction, Inc. in the Final Amount of Eight Million Eight Hundred Two Thousand Three Hundred Thirty-Seven Dollars and Sixty-Two Cents (\$8,802,337.62), including Washington State Sales Tax: Comm. McAleer
- 2<sup>nd</sup>: Comm Burke
- Vote: 3-0 (Unanimous)
- Comm. Beauvais noted the Commission’s acceptance of the project as complete will start a 45-day waiting period before the Port can release ICI’s performance and payment bonds

**VIII. LOG YARD**

No items

**IX. MARINE TRADES AND MARINE TERMINALS**

No items

**X. PROPERTY (2:46:10-2:48:12)**

A. Item for Consideration – Marine Spill Response Corporation (MSRC) Tumwater Truck Route, Land Lease

- Presentation: Caleb McMahon
- Discussion
- Motion to authorize the Chief Executive Officer to sign a lease with Marine Spill Response Corporation, per the terms and conditions presented: Comm. Burke
- 2<sup>nd</sup>: Comm. McAleer
- Vote: 3-0 (Unanimous)



**XI. MARINAS (3:51-50:58)**

West Port Angeles Boat Haven Master Plan Briefing – Virtual Presentation by PND Engineers, BST Associates, MAKERS

- Presentation: Jenna Riley, PND Engineers, BST Associates, MAKERS
- Discussion
- PND Engineers to submit a final report

**XII. AIRPORTS (2:48:13-2:57:31)**

Item for Consideration – FAA/City of Port Angeles Easement

- Presentation: Caleb McMahon
- Discussion
- Motion to authorize the Chief Executive Officer to sign the Utility Easement & Subordination Agreement, per the terms and conditions presented: Comm. Burke
- 2<sup>nd</sup>: Comm. McAleer
- Vote: 3-0 (Unanimous)

**XIII. OTHER BUSINESS (2:57:32-3:06:29)**

A. Item for Consideration – Sponsorship of the 2026 Olympic Logging Conference

- Presentation: Katharine Frazier
- Discussion
- Motion to authorize the Chief Executive Officer to provide sponsorship for the Olympic Logging Conference in the amount of \$1,800.00: Comm. McAleer
- 2<sup>nd</sup>: Comm. Beauvais
- Vote: 3-0 (Unanimous)

B. Item for Discussion – Community Boating Program Application to the Community Partner Program

- Presentation: Katharine Frazier
- Discussion
- No Action - Consideration tabled until March 10, 2026, Commission Meeting, where the Community Boating Program will provide a presentation

**XIV. ITEMS NOT ON THE AGENDA (3:06:30-3:08:45)**

Jennifer Baker followed up on the amount of bad debt removed from our records in 2025.

Jennifer Baker followed up with the Commission on the amount of the Port's utility charges that are rebilled to tenants.

**XV. COMMISSIONER REPORTS (3:08:46-3:15:20)**

The Commission spoke about attending the 2026 Washington Public Ports Association "Port Day" in Olympia

Commissioner McAleer spoke on attending the Clallam Economic Alliance Day on behalf of the Port as well as the Legislative Dinner with Chief Executive Officer Paul Jarkiewicz

Commissioner Beauvais spoke on attending the Board of Natural Resources meeting and emphasized the importance of the DNR timber dollars to our taxing district to the new members

Commissioner Beauvais also spoke of attending the recent Revenue Advisory Council meeting

**XVI. PUBLIC COMMENT SESSION (TOTAL SESSION UP TO 20 MINUTES) (3:15:21-3:15:33)**

None



**XVII. FUTURE AGENDA (3:15:34-3:16:21)**

**XVIII. NEXT MEETINGS**

- A. February 24, 2026 – Regular Commission Meeting
- B. March 10, 2026 – Regular Commission Meeting
- C. March 24, 2026 – Regular Commission Meeting

**XIX. UPCOMING EVENTS**

- A. February 21-22, 2026 – Northwest Aviation Conference, Puyallup, WA
- B. March 4-6, 2026 – American Association of Port Authorities (AAPA) Legislative Summit, Washington, DC
- C. April 7-9, 2026 – American Forest Resource Council (AFRC) Annual Meeting, Stevenson – Skamania Lodge, WA

**XX. EXECUTIVE SESSION (3:17:23-3:19:42)**

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

- Comm. Beauvais recessed the meeting to convene executive session with an anticipated length of 60 minutes. Following the executive session, the Commission is not expected to take action.
- Discussion:
  - Two (2) items legal allowed pursuant to RCW 42.30.110 (1) (c), “To consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in meeting open to the public.”
  - One (1) item legally allowed pursuant to RCW 42.30.110 (1) (i), “To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in adverse legal or financial consequences to the agency.”
- Recessed Regular Meeting at 12:19 am for 1 minute
- Start Time: 12:20 pm
- Extended: 19 minutes
- End Time: 1:39 pm

**Public Session of Commission Meeting Reconvened: 1:39 pm**

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

**XXI. ADJOURN (3:19:43-3:19:45)**

Comm. Beauvais adjourned the meeting at 1:39 pm

PORT OF PORT ANGELES  
BOARD OF COMMISSIONERS

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Connie Beauvais, President

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Colleen McAleer, 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 February 5, 2026 – February 18, 2026**

CERTIFICATION

**Accounts Payable**

	Begin	End		
<b>For General Expenses and Construction</b>	<b>Check #</b>	<b>Check #</b>		
Accts Payable Checks (computer)	420114	420157	\$	288,849.56
Voided/Zero Payable	420160		\$	-
Accts Payable ACH	006934	007037	\$	115,504.81
VOIDED/ZERO PAYABLE ACH			\$	-
Wire Transfer - Expenses			\$	1,870.40
Wire Transfer - Excise Tax			\$	-
Wire Transfer - Leasehold Tax			\$	-
<b>Total General Expenses and Construction</b>			<b>\$</b>	<b>406,224.77</b>

**Payroll**

Employee Payroll Checks PPD (Direct Deposit)	006960	007025	\$	161,850.52
Voided Payroll Check	006988, 00703, 007015		\$	-
Wire Transfer - (Payroll Taxes, Retirement, Deferred Comp, L&I, PFML)			\$	78,072.63
<b>Total Payroll</b>			<b>\$</b>	<b>239,923.15</b>
<b>Total General Exp &amp; Payroll</b>			<b>\$</b>	<b>646,147.92</b>

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

\* Detail is available upon request to Jennifer Baker, Director of Finance & Administration: [jenniferb@portofpa.com](mailto:jenniferb@portofpa.com)

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

**February 24, 2026**

**SUBJECT: EDA 2025 DISASTER SUPPLEMENTAL PROGRAM APPLICATION –  
PORT RESOLUTION NO. 26-1337**

**Presenter: Katharine Frazier, Grants & Government Affairs Manager**

**RCW & POLICY REQUIREMENTS:**

A resolution authorizing the Chief Executive Officer to submit a grant application, certifying the Port has the required matching funds available, and, if successful, execute a funding award per the Delegation of Administrative Authority Section XVIII under Port Resolution 24-1290.

**BACKGROUND:**

In 2025, the Economic Development Administration (EDA) made funds available through the 2025 Disaster Supplement Program for economic development projects in areas impacted by natural disasters. Clallam County was made eligible for this program under FEMA disaster declaration FEMA-4775-WA, triggered by severe winter storms, flooding, and straight-line winds in January 2024.

The Port Team has developed a project application that will build on the EDA’s investment in the Marine Trades Center (MTC) and promote further growth in the local vessel manufacturing and repair sector. The application is for the construction of two buildings:

- “Small Boat Building”: a 20,000sqft Multi-User Marine Trades Building at the Port Angeles Boat Yard (PABY)
- “Large Boat Building”: a 16,000sqft Multi-User Spray and Blast Building at the MTC



*Figure 1. Small Boat Building at the Port Angeles Boat Yard.*



*Figure 2. Large Boat Building at the Marine Trades Center.*

Together, the two buildings will serve the small and medium/large vessel market sectors. Each building will offer sheltered workspace for businesses to conduct vessel fabrication and repair activities, enabling them to stay out of the elements and avoid storm damage during winter. Importantly, each building will also include ventilation systems that allow businesses to spray paint and blast vessels while protecting local air quality and worker safety.

The Small Boat Building will be divided into four 5,000 sq ft bays. Three of these will be available for lease on a longer-term basis, while one will be designated for short-term, flexible use. This will offer an affordable, practical alternative for small businesses and independent tradespeople who only need access to sheltered, ventilated space for specific projects rather than on an ongoing basis. The building's design will benefit multiple users, making it attractive to EDA funding.

**ANALYSIS:**

Resolution 26-1337 authorizes the Chief Executive Officer to submit additional grant application materials, sign the grant agreement if the Port is awarded funding, and commit grant matching funds.

**ENVIRONMENTAL IMPACT:**

The buildings will be constructed on land already developed and zoned for industrial use, minimizing impacts on the surrounding environment. However, the Port anticipates needing to obtain the following permits:

- Washington Department of Ecology: Consistency Determination with the Coastal Zone Management Act
- Washington Department of Ecology: Construction Stormwater General Permit
- City of Port Angeles: Shoreline Substantial Development Permit
- City of Port Angeles: Building and Clearing & Grading Permit
- Washington State Environmental Policy: Threshold Determination (Port is lead agency)
  - It is anticipated that the Port's SEPA threshold determination will be a Mitigated Determination of Nonsignificance because the project is the redevelopment of an existing industrial site not located in a critical area or in the vicinity of a known historic site. A SEPA Environmental Impact Statement process will not be required.
- Olympic Region Clean Air Agency (ORCAA): Notice of Construction Permit

**FISCAL IMPACT:**

The Port Team has estimated that the project's total cost is \$22.09 million:

Multi-User Building	=	\$11.67 M
<u>MTC Building</u>	=	<u>\$10.42 M</u>
Total	=	\$22.09 M

The proposed project financing is:

EDA (80%)	= \$17.67 M
State Capital Budget	= \$ 2.00 M
<u>Port Capital</u>	<u>= \$ 2.42 M</u>
Total	= \$22.09 M

\$2 million in match funding is anticipated from the 2026 Supplemental Capital Budget. The Multi-User Marine Trades Building at the PABY has been allocated funds through the proposed Governor’s Budget (State Building Account). The budget will become effective beginning July 1, 2027.

The Port’s share, \$2.42 million, would be 11% of the total project cost.

**RECOMMENDED ACTION:**

Introduce Resolution No. 26-1337. If unanimous approval is given to introduce, then adopt Resolution No. 26-1337. If passed, Resolution No. 26-1337 will allow the Chief Executive Officer to receive and sign the grant agreement should the Port be awarded funding, and to make minor changes to either document as may be required or needed.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PORT OF PORT ANGELES WASHINGTON, COMMITTING MATCHING FUNDS AND AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO APPLY FOR A FEDERAL ECONOMIC DEVELOPMENT ADMINISTRATION GRANT FOR THE CONSTRUCTION OF TWO MARINE TRADES INDUSTRIAL BUILDINGS (“MARINE TRADES EXPANSION PROJECT”).**

**WHEREAS**, the Economic Development Administration (EDA) of the U.S. Department of Commerce administers the Economic Adjustment Assistance (EAA) Program, which makes grant funds available for economic development projects in communities that are rural, economically distressed, and/or have been impacted by a disaster; and

**WHEREAS**, the EDA has made \$1.4 billion available in the 2025 Disaster Supplemental program, which is part of the EAA Program, for projects that help communities recover from disasters and increase economic resilience; and

**WHEREAS**, Clallam County is eligible for funding through the 2025 Disaster Supplemental under disaster declaration FEMA-4775-WA, which was triggered by winter storms, flooding, and winds in January 2024; and

**WHEREAS**, the Port of Port Angeles is committed to encouraging economic diversification and resilience in Clallam County, particularly by increasing activity in the marine trades; and

**WHEREAS**, the Port has developed a project scope to construct two marine trades industrial buildings that will increase sheltered, ventilated workspace on the working waterfront; and

**WHEREAS**, investment in new marine trades buildings will capitalize on the development of the Marine Trades Center (MTC); and

**WHEREAS**, the buildings will address the needs of multiple marine trades businesses, including larger businesses at the MTC and small businesses and independent tradespeople at the Port Angeles Boat Yard (PABY); and

**WHEREAS**, the total project cost has been estimated at \$22,088,331; and

**WHEREAS**, EDA requires applicants to supply a 20% non-federal match (\$4,417,666.20); and

**WHEREAS**, the Port expects to receive \$2,000,000 in state funds from the 2026 Supplemental Capital Budget, which will become effective as of July 1, 2026; and

**WHEREAS**, the remainder of the matching funds (\$2,417,666.20) are available and dedicated for this use; and

**WHEREAS**, the Port of Port Angeles finds that an application should be submitted for consideration by EDA, and that such submission will promote long-term economic diversification and resilience efforts, as well as protect the marine trades industry from future natural disaster impacts.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Port of Port Angeles, Washington, as follows:

1. That the Chief Executive Officer is hereby authorized to apply to the EDA, for and on behalf of the Port of Port Angeles, for 2025 Disaster Supplemental funding in the approximate amount of \$17,670,664.80, or 80% of the total project cost, for the Marine Trades Expansion project; and
2. That the Chief Executive Officer is hereby further authorized to provide such additional information as may be necessary to secure approval of such application; and
3. That, in the event such application is approved, the Chief Executive Officer is authorized to enter into an agreement for such funding; and
4. That this Resolution shall be effective upon passage and signatures listed below in accordance with the law.

ADOPTED by the Board of Commissioners of the Port of Port Angeles at a regular meeting thereof held this 24th day of February 2026.

PORT OF PORT ANGELES  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Connie L. Beauvais, President

\_\_\_\_\_  
Steven D. Burke, Vice-President

\_\_\_\_\_  
Colleen M. McAleer, Secretary

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

**February 24, 2026**

**Subject: New Wheeled Log Stacker Purchase | MARAD Port Infrastructure Development Program Grant (2024)**

**Presenter: Katharine Frazier, Grants & Government Affairs Manager**

**RCW & POLICY REQUIREMENTS**

The Port's Delegation of Authority, Section IV, requires Commission approval to purchase any single piece of equipment with a purchase price exceeding \$75,000.00.

**BACKGROUND:**

In June 2025, the Port was awarded \$9,000,000 in federal funds from the Maritime Administration (MARAD) through the Port Infrastructure Development Program (PIDP). The scope of this grant is equipment purchases to increase the Port's ability to move cargo safely and efficiently through its facilities.

Clean Ports equipment includes:

- Two-wheeled log stackers
- One conveying system
- Two material handlers

The total project cost, including a required 10% non-federal match, is \$11,250,000. The budget for the two-wheeled log stackers was set at \$5,000,000.

On August 19, 2025, the Port issued a Request for Quotations (RFQ) for new wheeled log stackers. The RFQ was publicly advertised in the Peninsula Daily News and the Seattle Daily Journal of Commerce with a submission deadline of September 12, 2025.

The RFQ included detailed equipment specifications developed by the Marine Terminal, Log Yard, and Mech Shop teams. Additionally, the RFQ outlined the evaluation criteria, which specifically required compliance with the Build America, Buy America (BABA) requirements to meet standards set by MARAD.

**ANALYSIS:**

The Port received quotes from three vendors: NC Machinery, Allied Systems, and Papé Machinery.

<b>Vendor</b>	<b>Machine</b>	<b>Model</b>	<b>Cost</b>
NC Machinery	CAT 980	Standard – Fusion Quick Coupler	\$719,493.31
NC Machinery	CAT 988	Standard – Quick Coupler	\$1,475,583.68
NC Machinery	CAT 988XE	Standard – Quick Coupler	\$1,598,372.10
NC Machinery	CAT 988	Millyard	\$1,639,539.84
NC Machinery	CAT 988XE	Millyard	\$1,745,822.21
Allied Systems	Wagner	L90	\$2,010,497.44
Papé Machinery	John Deere 944	X-Tier	\$1,375,700.05
Papé Machinery	John Deere 944	X-Tier	\$1,384,741.84*

*\*The price difference between the two identical John Deere 944 models was due to different attachments offered by Papé Machinery.*

The Port Team, including Marine Terminal, Log Yard, and Mech Shop staff, evaluated the equipment quotes. Feedback was also received from the local chapter of the International Longshore & Warehouse Union (ILWU). Based on machine quality and ability to fulfill the Port’s needs, the team selected NC Machinery’s CAT 988 Millyard wheel loader machines. In particular, the ILWU noted a positive experience with CAT 988 machines at other sites where they operate.

In December 2025, NC Machinery visited the Port’s facilities and met with Log Yard, Marine Terminal, and Mech Shop staff. This visit confirmed that the CAT 988 Millyard was the right size and power for the Port’s operations.

As part of the selection process, the Port negotiated a 1-year, unlimited-hour warranty for both machines with NC Machinery.

The delivery date is expected to be 8-9 months from the Purchase Order date.

**ENVIRONMENTAL IMPACT:**

The new wheeled log stackers will have a positive environmental impact on Port operations. The 2026-model machines have modern engines that run cleaner and more efficiently than the Port’s existing log stackers, which run EPA-rated “unregulated” engines due to their model years (1970 and 1986). The new machines will run EPA-rated Tier 4 engines. Compared to existing Tier 0 engines, Tier 4 engines produce the following emission reductions\*:

Particulate Matter (PM)	Nitrogen Oxide (NOx)	Nonmethane Hydrocarbon (NMHC)	Carbon (CO)	Carbon Dioxide (CO2)
96.2%	95.6%	85.3%	69.2%	58.3%

*\*Data sourced from the Code of Federal Regulations and EPA's Diesel Emissions Quantifier.*

**FISCAL IMPACT:**

The Port Team finalized the quotes with NC Machinery earlier this month. Below is a breakdown of the costs for the two pieces of equipment, including Washington State Sales Tax (WSST):

CAT 40 cubic yard bucket attachment	\$ 135,749.30
CAT 988 Millyard (with Quick Coupler)	\$ 1,737,214.18
<u>CAT 988 Millyard (without Quick Coupler)</u>	<u>\$ 1,625,838.89</u>
Total	\$ 3,498,802.37
MARAD Share (80%)	\$ 2,799,041.90
Port Share (20%)	\$ 699,760.47

No deposit is required. NC Machinery will issue an invoice for the full amount after the equipment is delivered.

The wheeled log stackers are \$1.5 million under budget. MARAD has already authorized the Port to shift the excess \$1.5 million to other items within the 2024 grant, such as the material handlers.

**RECOMMENDED ACTION:**

The team recommends that the Commission authorize the Chief Executive Officer to execute a purchase agreement for two CAT 988 wheeled log stackers and one 40 cubic yard bucket attachment with NC Machinery for an amount not to exceed \$3,498,802.37, and to make any necessary minor adjustments to the agreement.

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

**February 24, 2026**

**SUBJECT: INTERLOCAL AGREEMENT BETWEEN THE CITY OF BREMERTON  
AND THE PORT OF PORT ANGELES FOR THE SALE AND  
PURCHASE OF A SURPLUS EMERGENCY FIRE AND RESCUE BOAT**

**Presenter: Jenna Riley, Procurement Manager**

**RCW & POLICY REQUIREMENTS:**

Interlocal Cooperation Act of 1967, RCW 39.34, and The Disposition of Property Act, RCW 39.33, which authorizes a public agency to sell, transfer, or lease property to another without public bidding when it serves the public interest.

**BACKGROUND:**

The purpose of this Interlocal Agreement (ILA) between the City of Bremerton and the Port of Port Angeles is for the sale and purchase of a surplus emergency fire and rescue boat (1991 Fire & Rescue Boat, a Northwind 32 Pilothouse & Trailer).

The City of Bremerton's Fire Department operates emergency services and has declared certain emergency response vehicles and related equipment surplus to its current needs in accordance with RCW 39.33.020.

**ANALYSIS:**

The Port's legal counsel reviewed the ILA and confirmed that no edits were needed to the agreement, and the City of Bremerton approved the ILA on February 4, 2026.

Both the City of Bremerton and The Port find that the transfer of this vessel will promote efficient use of public resources, enhance emergency response capabilities, and serve the public interest.

The Port intends to use this vessel in collaboration with the Port Angeles Fire Department and Clallam 2 Fire Department. The primary use would be fire response and suppression, and search & rescue. The vessel will be manned by a voluntary force under the control of the fire departments. The Port will reserve the right to utilize the vessel for routine vessel maintenance and exercise.

**ENVIRONMENTAL IMPACT:**

No environmental impact is expected to occur as a result of executing the interlocal agreement for the sale and purchase of the 1991 Fire & Rescue Boat, a Northwind 32 Pilothouse & Trailer.

**FISCAL IMPACT:**

The total purchase price shall be \$59,895.00. The cost is 75% grant reimbursable (\$44,921.25) through the 2025 Port Security Grant Program award. The purchase price is below the original vessel budget, which was set at \$70,000.

The purchase of the vessel through the Interlocal Agreement will occur once FEMA gives permission for 2025 grantees to begin spending down their awards. Execution of the Interlocal Agreement does not immediately require the Port to expend grant funds.

Additional grant-eligible expenses associated with the safety vessel are:

- Very High Frequency (VHF) Radio: \$1,200
- Motorola All-Band Radio: \$7,000
- Marine Survey: \$5000
- Vessel Graphics: \$1000

**RECOMMENDED ACTION:**

The Port Team recommends that the Commission authorize the Chief Executive Officer to execute the Interlocal Agreement for the sale and purchase of a surplus emergency fire and rescue boat, and to make any necessary minor amendments to the agreement.

**ATTACHMENTS:** City of Bremerton Approved Interlocal Agreement & City of Bremerton City Council Approval Confirmation

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF BREMERTON  
AND THE PORT OF PORT ANGELES**

**FOR THE SALE AND PURCHASE OF SURPLUS EMERGENCY FIRE AND RESCUE BOAT**

This Interlocal Agreement (“Agreement”) is entered into this 13<sup>th</sup> day of February, 2026, by and between the City of Bremerton , herein known as “Bremerton ”, a municipal corporation of the State of Washington (“Selling Agency”), and the Port of Port Angeles, herein called the “Port”, a local government corporation of the State of Washington (“Purchasing Agency”).

This Agreement is made pursuant to the authority granted under Chapter 39.34 RCW (Interlocal Cooperation Act) and Chapter 39.33 RCW (Intergovernmental Disposition of Property Act), which authorize local government entities to cooperate and transfer property in the public interest.

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RECITALS

WHEREAS, the City of Bremerton’s Fire Department operates emergency services and has declared certain emergency response vehicles and related equipment surplus to its current needs in accordance with RCW 39.33.020; and

WHEREAS, the Port of Port Angeles desires to acquire such surplus 1991 Fire and Rescue Boat, a Northwind 32 Pilothouse & Trailer for official Port use; and

WHEREAS, both agencies find that the transfer of such property will promote efficient use of public resources, enhance emergency response capabilities, and serve the public interest;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

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1. PURPOSE

The purpose of this Agreement is to set forth the terms and conditions under which Bremerton will sell and transfer, and the Port will acquire, certain surplus emergency vessel and related equipment.

## 2. AUTHORITY

This Agreement is entered pursuant to BMC 2.76.150 and RCW 39.34 (Interlocal Cooperation Act) and RCW 39.33 (Disposition of Property Act), which authorize one public agency to sell, transfer, or lease property to another without public bidding when it serves the public interest.

This Agreement does not create a separate legal or administrative entity.

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## 3. SURPLUS VEHICLES AND EQUIPMENT

- a. Bremerton agrees to transfer ownership of the surplus 1991 Northwind fire and rescue boat and associated equipment listed in Exhibit A (“Surplus Emergency Marine Fire and Rescue Boat List”) to the Port of Port Angeles.
  - b. The vehicles are sold on an “as is, where is” basis. Bremerton makes no representations or warranties, express or implied, regarding vehicle condition, merchantability, or fitness for a particular purpose.
  - c. The Port acknowledges it has had the opportunity to inspect and test each vehicle and accepts full responsibility for ensuring each vehicle meets applicable operational and safety standards before being placed into service.
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## 4. PURCHASE PRICE AND PAYMENT

- a. The total purchase price shall be \$59,895.00, as itemized in Exhibit A and per the terms and conditions in attached purchase order.
  - b. Payment shall be made by check or electronic transfer to Bremerton within 60 days after execution of this Agreement and delivery of the vessel, whichever occurs first.
  - c. Bremerton shall provide invoices and documentation necessary to complete the transaction.
  - d. Handling. No charges will be allowed for handling, including but not limited to packing, wrapping bags, containers or reels, unless otherwise stated herein
- 

## 5. TRANSFER OF TITLE AND DELIVERY

- a. Upon receipt of full payment, Bremerton shall execute and deliver to the Port all necessary Washington State vehicle title documents, along with any associated maintenance or service records.

b. The Port shall be responsible for transportation, licensing, and insurance of the vehicles upon transfer, unless otherwise agreed in writing.

c. For any exception to the delivery date as specified in this Contract, City of Bremerton shall give prior notification and obtain written approval thereto from the Port. The acceptance by the Port of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor.

Bremerton Fire shall be responsible for delivery to the Port at 1301 Marine Drive, Port Angeles, Washington, between the hours of 8:00 AM and 2:30 PM during the Port's normal workday. Delivery shall be made within the time period specified and the City will provide proof of automobile insurance upon request.

d. Liens, Claims and Encumbrances. City warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

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## 6. SPECIAL PROVISIONS FOR EMERGENCY VEHICLES

a. Per RCW 46.37.190 and WAC 204-36-020, Bremerton shall remove or disable any city-specific markings, logos, insignias, emergency radio frequencies, light equipment, or restricted-use equipment prior to transfer, unless explicitly included in Exhibit A and authorized for use.

b. The Port shall ensure compliance with Washington State Patrol, Department of Licensing, and Department of Labor & Industries requirements applicable to emergency response vehicles.

c. Any modifications necessary for compliance, including installation of new light bars, sirens, or radios, shall be the responsibility of the Port.

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## 7. LIABILITY AND INDEMNIFICATION

Each party shall be responsible for its own acts and omissions and those of its officers, employees, and agents. Neither party shall be responsible for the acts or omissions of the other.

To the extent permitted by law, each party agrees to indemnify, defend, and hold harmless the other party, its officers, employees, and agents from any claims, damages, or liabilities arising out of its own performance or failure to perform under this Agreement.

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## 8. RECORDS AND AUDIT

Each party shall maintain complete and accurate records related to this Agreement for a period of six (6) years and make such records available for inspection or audit as required by law.

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## 9. TERM AND TERMINATION

This Agreement shall become effective upon full execution by both parties and filing or posting in accordance with RCW 39.34.040. It shall remain in effect until all property and payments have been transferred, unless earlier terminated by mutual written agreement.

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## 10. ADMINISTRATION AND COMMUNICATIONS

The following officials are designated as administrators of this Agreement and are designated as the contacts for any communications as needed via telephone, email, mail or in person to relay information and answer questions:

- For the Bremerton Fire Department:

Pat McGanney, Fire Chief, Bremerton Fire Department, 360-473-5380,  
Patrick.McGanney@ci.bremerton.wa.us

Bremerton Fire Department

911 Park Avenue

Bremerton, WA 98337

- For the Port of Port Angeles:

Scot Hough, (360) 417- 3446,

Port of Port Angeles

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Port Angeles, WA 98362

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## 11. AMENDMENTS

This Agreement may be amended only by mutual written consent of both parties.

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12. CHANGES: No alteration in any of the terms, conditions, delivery price, quality, quantities, or specifications will be effective without written consent of the appropriate representative of the parties.

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### 13. ENTIRE AGREEMENT

This document contains the entire agreement between the parties and supersedes any prior oral or written understandings relating to its subject matter.

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### 14. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder shall remain in full force and effect.

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### 15. FILING

A fully executed copy of this Agreement shall be filed with the City Clerks of both agencies and/or posted on their official websites, pursuant to RCW 39.34.040.

16. COUNTERPART. This Agreement may be signed in counterpart originals and each will be deemed an original but all counterparts together constitute one instrument.

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IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement as of the date first written above.

Approval Signatures on Following Page

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**CITY OF BREMERTON**

By: Pat McGanney  
DocuSigned by:  
BDD24F8E448F461...

Name: Chief Pat McGanney

Title: Fire Chief  
Date: 2/13/2026

ATTEST: Lindsey Victor  
Signed by:  
1C9C6D18FB804ED...

Angela Hoover, City Clerk  
Lindsey Victor  
for

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**Port OF PORT ANGELES**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

\_\_\_\_\_,

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**Exhibit A – Surplus Marine Fire Rescue Boat**

<b>Vehicle ID</b>	<b>Description</b>	<b>LIC#</b>	<b>Year</b>	<b>Mileage</b>	<b>Equipment Included</b>	<b>Price Condition</b>
2141	Northwind Pilothouse	21240C	1991	Trailer	\$55,000	Good
WSST				\$4,895.00		

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Port of Port Angeles Purchase Order



**PURCHASE ORDER  
GOODS & PURCHASED SERVICES**

**VENDOR:** City of Bremerton  
**ADDRESS:** 911 Park Ave., Bremerton, WA 98337  
**EMAIL:** Patrick.mcganney@ci.bremerton.wa.us  
**PHONE:** 360-473-5381

THIS PURCHASE ORDER is issued by the Port of Port of Angeles for the furnishing of goods or services described as:

ITEM	UNIT COST	QUANTITY	TOTAL W/ SALES TAX
City of Bremerton – 1991 Northwind 32 Pilothouse & Trailer *(Full & Final Payment due upon possession)	\$55,000.00	1	\$55,000.00
8.9% WSST	8.9%	1	\$4,895.00
Non-Refundable Deposit *(Applies Fully Towards Purchase Price)	\$5,000.00	1	\$59,895.00 *See Note
<b>TOTAL PURCHASE ORDER NOT TO EXCEED: *Non-Refundable Deposit not included in calculation</b>			<b><u>\$ 59,895.00</u></b>

Sales tax will be added by the Port to each invoice when applicable for remittance to the vendor who is responsible for appropriate payment to the taxing jurisdictions.

**TIME AND SCHEDULE OF PURCHASE ORDER:**

Delivery of goods or services must be received by the Port pending the completion of the equipment build.

**DELIVER TO:** 1301 Marine Drive, Port Angeles, WA 98362 unless specified below.

Per “Attachment A” the quoted price includes delivery and set up of the machine at the Port of Port Angeles.

This purchase Order is subject to the Port Terms and Conditions incorporated herein.

**PORT OF PORT ANGELES**

By: \_\_\_\_\_  
Paul Jarkiewicz

Title: Executive Director

Date: \_\_\_\_\_

Contact/Phone: Scott Hough / 360.417.3446

**CITY OF BREMERTON**

DocuSigned by:  
By: Pat McGanney  
BDD24F8E448F461...

Title: Fire Department

Date: 2/13/2026

Contact: Pat McGanney / 360.473.5381



## PORT OF PORT ANGELES PURCHASING TERMS & CONDITIONS

**1. Entire Agreement:** The Purchase Order represents the entire and integrated agreement between the Port and the Vendor. It supersedes all prior discussions, negotiations, representations or agreements, whether written or oral. In the event of a conflict between the Purchase Order documents and applicable laws, codes or regulations the most stringent requirements of any of the above shall govern and be considered as a part of this Purchase Order. The Purchase Order shall be construed in accordance with the laws of the State of Washington. Venue for any action between the Port and the Vendor, arising out of or in connection with this Purchase Order shall be in Clallam County, Washington.

**2. Definitions:** "Buyer" means Port of Port Angeles. "Vendor" means the party with whom Buyer is Purchasing and any reference to "Seller", or "Supplier" shall also mean "Vendor". The term "Purchase Order" or "Order" shall mean the name or title of the instrument of purchasing, including all documents, exhibits, and attachments referenced therein.

**3. Brands:** Brands of equal quality, performance and use may be considered, provided Vendor specifies the brand and model and submits descriptive literature, when available. Any offer of a brand which is not equal to the quality, performance, or use specified must be represented as an alternate and not as an equal, and failure to do so shall be sufficient reason to disregard the offer.

**4. Changes:** No alteration in any of the terms, conditions, delivery, prices, quality, quantities, or specifications of this order will be effective without written order of the Port. Unauthorized substitutions will be made entirely at Vendor's risk and, at the Port's option, may be returned without prior authorization at Vendor's expense.

**5. Handling:** No charges will be allowed for handling which includes, but is not limited to packing, wrapping, bags, containers or reels, unless otherwise stated herein.

**6. Identification:** All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the purchase order number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order and shall specify contents therein.

**7. Delivery:** For any exception to the delivery date as specified on this order, Vendor shall give

prior notification and obtain written approval from the Buyer. With respect to delivery under this order, time is of the essence. The order is subject to termination for failure to deliver as specified. The acceptance of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor.

**8. Shipping Instructions:** Unless otherwise specified, all goods are to be shipped prepaid, FOB destination. When shipment is specified FOB origin, Vendor agrees to prepay all shipping charges, route as instructed and, if instructions are not provided, route by most economical common carrier and to bill Buyer as a separate item on the invoice for said charges. If shipping charges are expected to exceed \$100.00, Buyer shall have the option of determining whether shipping shall be prepaid by Vendor or billed directly to Buyer. Vendor's invoice for shipping charges shall include a copy of the freight bill showing that payment for shipping charges has been made. It is agreed that Buyer reserves the right to refuse COD shipments.

**9. Risk of Loss:** Regardless of FOB point, Vendor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury or destruction shall not release Vendor from any obligation hereunder.

**10. Term:** Any term specified in the solicitation or specification shall prevail. Should this be a one-time purchase, the Contract shall commence on the date the Port signs the same and shall expire sixty (60) days after delivery and acceptance of last item. If a Contract award, this contract shall be for the term specified in the solicitation, and if not specified shall be one year, with a one-year extension allowed at the option of the Port. Such extensions shall be automatic, and shall go into effect without written confirmation, unless the Port provides advance notice of the intention to not renew. The Vendor may provide also provide a notice to not extend, but must provide such notice at least 45 days prior to the otherwise automatic renewal date.

**11. Independent Agent:** The Vendor or its employees or agents performing under this Purchase Order are not employees or agents of the Port. Conduct and control of the work will be solely with the Vendor.



## PORT OF PORT ANGELES PURCHASING TERMS & CONDITIONS

**12. Assignments:** The provisions or monies due under this Purchase Order shall only be assignable with prior written consent of the Port. Shipment and billings made under any name other than Vendor's must indicate that shipment is being made through and is subject to all instructions, terms and conditions of this Order.

**13. Infringements:** Vendor agrees to protect and save harmless the Buyer against all claims, suits or proceedings for patent, trademark, copyright or franchise infringement arising from the purchase, installation, or use of goods and materials ordered, and to assume all expenses and damages arising from such claims, suits or proceedings.

**14. Liens:** Vendor warrants and represents that all the goods and materials furnished pursuant to this order are free and clear of all liens, claims or encumbrances of any kind.

**15. Workers Right to Know:** "Right to Know" legislation required the Department of Labor and Industries to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-800-108 requires that all manufacturers/distributors of hazardous substances must include with each delivery Material Safety Data Sheets (MSDS) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with: the identity of the hazardous material, appropriate hazardous warnings, and the name and address of the chemical manufacturer, importer, or other responsible party. Labor and Industries may levy appropriate fines against employers for noncompliance and agencies may withhold payment pending receipt of a legible copy of the MSDS. OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to "carcinogenic ingredients: and "routes of entry" of the product(s) in question.

**16. Warranties:** Vendor warrants that articles supplied under this order conform to specifications herein, are properly packaged, proper instructions and warnings are supplied, that all goods comply with applicable safety and health standards, and are fit for the purpose or

which such goods are ordinarily employed, except that if a particular purpose is stated, the material must also be fit for that particular purpose.

**17. Nonwaiver by Acceptance of Variation:** Acceptance by the Port of unsatisfactory performance with or without objection or reservation shall not waive the right to claim damage for breach, or termination, nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by Vendor

**18. Payments, Cash Discount, Late Payment Charges:** Separate numbered invoices are required for each order. Invoice only for goods delivered. Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or when invoiced items are received, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Unless otherwise stated, standard payment terms shall be net thirty days following month of invoice date. If Buyer fails to make timely payment, Vendor may invoice for one percent per month on the amount overdue, or a minimum of one dollar. Payment shall not be considered late if a check or warrant is available or mailed within the time specified. The Port cannot accept requests for prepayment or down payment. For contracts where Prevailing Wages are required, the Vendor must include a statement that certifies Prevailing Wages have been paid by the Vendor.

**19. Taxes:** Unless otherwise specified, Buyer agrees to pay all state of Washington sales or use tax. No charge by Vendor shall be made for federal excise taxes and Buyer agrees to provide exemption certificates when required.

**20. Prices:** Vendor agrees that goods shall be billed at the lowest price at which it offers to sell or sells goods of the same description at or before time fixed in this order for shipment, if price is not stated on this order.

**21. Rejection:** All goods or materials purchased herein are subject to approval by the Port. Any rejection of goods or material resulting because of nonconformity to the terms and specifications of this order, whether held by the Port or returned, will be at Vendor's risk and expense.



## PORT OF PORT ANGELES PURCHASING TERMS & CONDITIONS

**22. Nondiscrimination:** The Vendor agrees not to discriminate against any client, employee or applicant for employment or services because of race, creed, color, national origin, sex, marital status, age, sexual orientation, gender identity, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. It is further understood and agreed that any Vendor who is in violation of this clause or an applicable affirmative action program shall be barred forthwith from receiving awards of any purchase order from the Port unless a satisfactory showing is made that discriminatory practices or noncompliance has terminated and that a recurrence of such acts is unlikely.

**23. No Gifts and Gratuities:** Vendor shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any Port employee, or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Vendor.

**24. Save Harmless:** Vendor shall protect, indemnify, and save the Buyer harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, its employees, or agents.

**25. Insurance:** If the Vendor is performing services on Port premises the following insurance is required. If the Vendor is making deliveries only then the automobile liability insurance only is required. Vendor shall maintain at its own expense at all times during the term of this Purchase Order the following insurance with limits of liability specified:

A. Commercial General Liability (CGL) insurance, including:

- Premises/Operations
- Products/Completed Operations
- Personal/Advertising Injury
- Contractual/ Independent Vendors
- Stop Gap/Employers Liability

With minimum limits of liability of \$1,000,000 each occurrence combined single limit ("CSL") bodily injury and property damage;

B. Automobile Liability insurance, including coverage for owned, non-owned, leased or hired

vehicles with a minimum limit of liability of \$1,000,000 CSL;

C. Worker's Compensation for industrial injury to Vendor's employees.

The Port of Port Angeles shall be included as an additional insured under CGL and Automobile Liability insurance for primary and non-contributory limits of liability.

All insurers must be rated A VI or higher in the current A.M. Best's Key Rating Guide and licensed to do business in the State of Washington unless coverage is issued as surplus lines by a Washington Surplus lines broker.

Prior to performance of any scope of work, Vendor shall provide certification of insurance acceptable to the Port evidencing the minimum coverages and limits of liability and other requirements specified herein. Such certification must document that the Port of Port Angeles is an additional insured on a primary and non-contributory basis.

**26. Default:** In the event of breach by Vendor of any of the provisions of this Purchase Order, the Buyer reserves the right to terminate this Purchase Order forthwith upon giving oral or written notice to Vendor. Vendor shall be liable for damages suffered by Buyer resulting from Vendor's breach of Purchase Order. The parties agree that in the event a suit is instituted for any default, the prevailing party shall recover its costs and reasonable attorney's fees.

**27. Termination for Convenience:** The Port may terminate this Purchase Order at any time for government convenience, in which case it shall provide notice to the Vendor and reimburse the Vendor for its costs and fees incurred prior to the notice of termination.

**28. Audit:** Upon request, Vendor shall permit the Port and any other governmental agency involved in the funding of the Work to inspect and audit all pertinent books and records of Vendor, any subvendor, or any other person or entity that performed work in connection with or related to the Work, at any and all times deemed necessary by the Port, including up to six years after the final payment.

**AGENDA BILL**  
CITY OF BREMERTON  
CITY COUNCIL

**4A**

**SUBJECT:**

Public Hearing on Interlocal Agreement with  
the Port of Port Angeles for Sale and  
Purchase of Surplus Emergency Fire and  
Rescue Boat

Study Session Date: January 28, 2026

COUNCIL MEETING Date: February 4, 2026

Department: Fire

Presenter: Chief Pat McGanney

Phone: (360) 473-5380

**SUMMARY:** The City of Bremerton desires to enter an interlocal agreement (ILA) with the Port of Port Angeles for the sale of the fire department's 1991 Fire and Rescue Boat, a Northwind 32 Pilothouse Boat and Trailer. The total purchase price shall be \$59,895.00

**ATTACHMENTS:** Interlocal Agreement with Port of Port Angeles

**FISCAL IMPACTS (Include Budgeted Amount):** The fiscal impact would be \$55,000 of revenue. This will help offset the grant match for the new marine asset.

**STUDY SESSION ACTION:**    Consent Agenda    General Business    Public Hearing

**RECOMMENDED MOTION:**

Move to approve the Interlocal Agreement for Sale and Purchase of Surplus Emergency Fire and Rescue Boat between City of Bremerton and Port of Port Angeles; and authorize the Fire Chief to finalize and execute the agreement with substantially the same terms and conditions as presented.

**COUNCIL ACTION:**    Approve    Deny    Table    Continue    No Action

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

**February 24, 2026**

**SUBJECT: LOG YARD SITE AND STORMWATER IMPROVEMENTS -  
BID AWARD**

**STAFF LEAD: Chris Hartman, Chief Operating Officer**

**RCW & POLICY REQUIREMENT**

Public works is defined within RCW 39.04.010 as “all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the state or of any municipality, or which is by law a lien or charge on any property therein.”

Additionally, the Port’s Delegation of Administrative Authority, Resolution 24-1290, Section III, as amended by the Commission’s public action on February 11, 2025, requires the Commission to award contracts over \$75,000.

**BACKGROUND:**

The Port’s Intermodal Handling and Transfer Facility (Log Yard) is covered under a Department of Ecology Industrial Stormwater General Permit (ISGP). The Port is responsible for operating and maintaining the industrial area in a manner that ensures stormwater discharges to the Port Angeles Harbor are below the benchmarks specified in the Permit. The Port is under an Administrative Order from the Department of Ecology requiring the Port to install Stormwater Treatment by December 30, 2026.

The Port is undertaking the Port of Port Angeles Log Yard Site and Stormwater Improvements project which will consist of site demolition; site grading and resurfacing; constructing a stormwater treatment facility; upgrading the existing cofferdam dock facility; constructing a concrete utilidor for storm and electric utilities; constructing a concrete log ramp apron; relocating the boom shack; installing a banding platform and connex box and associated electrical service; adjusting existing features to finished grade; and associated temporary erosion and sediment controls.

On January 9, 2026, the Port advertised for bids in the Peninsula Daily News and the Seattle Daily Journal of Commerce, with bid submissions scheduled to open on February 11, 2026.

The project is scheduled to begin in early May 2026, and substantial completion is expected by December 31, 2026.

## **ANALYSIS**

The bid opening was held on February 11, 2026. A total of seven (7) bids were submitted with the following results:

<b>Bidder</b>	<b>Total Bid</b>
MJ Hughes Construction	\$ 9,051,100.00
<b>Interwest Construction, Inc.</b>	<b>\$ 9,975,500.00</b>
Stellar J Corporation	\$10,169,169.69
Strider Construction Co., Inc.	\$10,305,500.00
Faber Construction Corporation	\$11,019,299.00
Rognlin's, Inc.	\$12,489,900.00
Orion Marine Contractors, Inc.	\$13,514,500.00
<i>Engineer's Estimate</i>	<i>\$12,858,622.00</i>

The bid numbers in the above table do not include Washington State Sales Tax.

MJ Hughes Construction submitted the lowest apparent bid. Interwest Construction, Inc. (ICI) submitted the second-lowest apparent bid and promptly submitted a bid protest on February 12, 2026, asserting that MJ Hughes bid did not list a HVAC subcontractor and a list of MBE/WBE subcontractors. Prior to the Port making a formal decision on the validity of the protest, MJ Hughes Construction sent an email stating that they did not contest the bid protest and that they would not provide the required supplementary bidder criteria by the 48-hour post-bid opening deadline. Since MJ Hughes did not submit the required supplementary bidder responsibility criteria by the deadline, the Port determined their bid to be non-responsive.

A bid analysis was completed on ICI's submitted bid documents and the supplementary bidder criteria documentation received within the 48-hour deadline period. All relevant information was accurately provided, ensuring ICI's bid was responsive. Both the Port team and Kennedy Jenks Consultants verified that ICI meets the necessary qualifications and requirements to perform the work as a responsible bidder.

## **ENVIRONMENTAL IMPACT:**

Executing a contract with the contractor has no direct environmental impact, however, the final implementation of stormwater treatment will ensure that runoff leaving the Port's industrial area complies with the Department of Ecology Industrial Stormwater General Permit.

## **FISCAL IMPACT:**

The Log Yard Site & Stormwater Improvements project is 77% grant-funded (assuming a total project cost of \$13,819,900), including federal funds from the Maritime Administration (MARAD), state proviso funds from the Department of Ecology, and a Water Quality grant from the Department of Ecology. The following table breaks down the project budgeted funding structure:

<b>Budgeted Funding Sources</b>	<b>Amount</b>
Port Infrastructure Development Program, MARAD (2022)	\$8,608,000
State Proviso, Department of Ecology	\$ 854,900
Ecology Water Quality Grant <i>* Project was not selected for funding</i>	\$1,207,000
2026 Port Capital Budget* <i>*Includes 20% PIDP match (\$2,152,000)</i>	\$3,150,000
<b>Total</b>	<b>\$13,819,900</b>

The anticipated costs by category are:

<b>Activity</b>	<b>Estimated Cost</b>
Final Bid Document Preparation, Bidding	\$70,000
Construction Administration & Cultural Resource Monitoring	\$507,000
Construction: ICI bid + wsst + 5% (change order budget)	\$11,406,485
<b>Total</b>	<b>\$11,983,485</b>

Given the Bid results and removing the Water Quality Grant as a funding source, the current estimated funding breakdown is below:

<b>Current Estimated Funding Sources</b>	<b>Amount</b>
Port Infrastructure Development Program, MARAD (2022)	\$8,608,000
State Proviso, Department of Ecology	\$ 854,900
Ecology Water Quality Grant <i>* Project was not selected for funding</i>	\$0
2026 Port Capital <i>*Includes 20% PIDP match (\$2,152,000)</i>	\$2,520,585
<b>Total</b>	<b>\$11,983,485</b>

The Port's expense is estimated to be approximately \$629,415, less than the project budget outlined in the 2026 Capital Budget.

**RECOMMENDATION:**

Authorize the Chief Executive Officer to execute a public works contract and potential future change orders with Interwest Construction, Inc. for the Port of Port Angeles Log Yard Site and Stormwater Improvements project for a total amount not to exceed Ten Million Four Hundred Seventy-Four Thousand Two Hundred Seventy-Five Dollars and Zero Cents (\$10,474,275.00) plus applicable Washington State Sales Tax, and to make minor modifications as may be necessary.

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

Date: February 24, 2026

SUBJECT: Lease Renewal – Arrow Launch Service, Inc.

Presented by: Caleb McMahon, Director of Economic Development

**RCW & POLICY REQUIREMENTS**

Per RCW 53.08.080 Lease of Property, a district may lease all lands, wharves, docks and real and personal property upon such terms as the port commission deems proper. No lease shall be for a period longer than fifty years, with an option up to an additional thirty years.

Per RCW 53.08.085, security for rent is required for every lease of more than one year. Rent may be secured by rental insurance, bond, or other security satisfactory to the port commission, in an amount equal to one-sixth the total rent, but in no case shall such security be less than one year's rent or more than three years' rent. If the security is not maintained, the lease shall be considered in default. The port commission may, in its discretion, waive the rent security requirement or lower the amount of such requirement on the lease of real and/or personal port property.

Per Section I of the Port's Delegation of Administrative Authority to the Executive Director, all term lease agreements or use agreements of real or personal property shall be leased only under an appropriate written lease instrument executed by the Commission. Per Section 1.B.1, Commission Approval is required for any lease with a term in excess of one year, and per Section 1.B.4, Commission approval is required for any lease that contains any material non-standard terms or conditions.

**Background:**

The Port owns **Terminal 4**, which is located in aquatic lands. These aquatic lands are leased from the State of Washington, Department of Natural Resources, through Aquatics Land Agreement No 22-074157. This Aquatics Land Agreement with the State has a term through August of 2032.

Terminal 4 is subleased by the Port to the Port's tenant, Arrow Launch Service, Inc., for their marine-dependent launch and freight services. The current lease of **Terminal 4** with Arrow Launch Service is up for renewal for another five-year term.

**Port Area:** Marine Trades Area.

**Address:** Westerly extension of W. Railroad Avenue near N. Oak Street, Port Angeles.

**Leased Space:** 6,625 SF of wooden dock space, together with an access easement across the adjacent land as depicted in the map exhibit.

**Use:** Dock for launch services.

**Tenant Improvements:** None



**Proposed Rate:**

Leased Area	Sq Ft	\$/SF	Monthly Rate
Terminal 4 Dock	6,625	0.42	\$ 2,750.62
<b>Base Rent</b>			<b>\$ 2,750.62</b>
Leasehold Excise Tax			\$ 353.18
<b>Monthly Payment</b>			<b>\$ 3,103.80</b>

**Escalation:** An annual consumer price index adjustment is included in the base rent which begins March 15, 2026.

**Commencement Date:** March 15, 2026 for a five year term.

**Term:** This is the final five-year lease renewal.

**Financial Security:** Financial security was waived by the Port Commission for the Tenant due to the good-standing and longevity of this Port tenant at the October 23, 2018 Commission meeting.

**Non-standard terms requiring Commission approval:** None

**Fiscal Impact of The Lease:**

Leased Area	Sq Ft	Monthly Rate	Annual Rate
Terminal 4 Dock	6,625	\$ 2,750.62	\$ 33,007.44



**RECOMMENDED ACTION:**

On a motion and second, Staff recommends the Commission authorize the Chief Executive Officer to sign a lease renewal with Arrow Launch Service, Inc., per the terms and conditions presented.



Celebrating **100** years serving Clallam County

P.O. Box 1350  
338 West First Street  
Port Angeles, WA 98362  
360.457.8527

**Board of Commissioners**  
Connie Beauvais, President  
Steven Burke, Vice President  
Colleen McAleer, Secretary  
**Chief Executive Officer**  
Paul Jarkiewicz

February 24, 2026

Mr. Ben Page  
Deputy Assistant Secretary for Economic Development and Chief Operating Officer  
Economic Development Administration  
U.S. Department of Commerce  
1401 Constitution Avenue, N.W.  
Washington, DC 20230

Re: Letter of Support - CRTC FY2025 Disaster Supplemental Grant Application

Dear Mr. Page:

The Port of Port Angeles is writing to express its support for the Composite Recycling Technology Center (CRTC) of Port Angeles, Washington, as the lead applicant for the Economic Development Administration's FY2025 Disaster Supplemental Grant Program for approximately \$7 million in funding.

The Makah Tribe is a dedicated partner in this initiative and will work closely with the CRTC to implement a coordinated package of manufacturing and resilience investments at both the CRTC facility in Port Angeles, WA, and the Makah Sawmill in Neah Bay, WA.

The CRTC and the Makah Tribe operate in a geographically isolated region with limited transportation redundancy and significant exposure to coastal storms, flooding, landslides, and related natural hazards. Recent federally declared disasters in Washington have demonstrated how quickly critical supply chains, infrastructure, and local employment can be disrupted. Strengthening business continuity and ensuring reliable infrastructure are essential to safeguarding the region's economy and reducing vulnerability to future disasters.

This project will create a resilient, tribally anchored value chain that transforms sustainably managed tribal timber into durable, high-quality building materials and housing. The grant funding will enable the CRTC to expand its manufacturing capacity to produce up to **300 homes annually** using timber harvested by the Makah Tribe. It will also support essential upgrades to the Makah Sawmill to supply the required milled wood. Together, these investments are expected to generate **more than 100 additional family-wage jobs** in Clallam County once all the equipment purchased with the grant is fully installed and scaled. The investment ensures that both entities can continue to viably operate separately should disasters strike, supporting the localized job base and preventing the loss of jobs and skilled workers from moving away. The durable housing developed by the CRTC further enhances regional disaster stability, especially against flood and earthquake events.

WE BRING PEOPLE, RESOURCES AND INDUSTRY TOGETHER TO FOSTER LIVING WAGE JOBS

[www.portofpa.com](http://www.portofpa.com)

The proposed investment directly advances the priorities outlined in the North Olympic Peninsula Comprehensive Economic Development Strategy (CEDS) by:

- Supporting value-added forestry and regional manufacturing.
- Improving critical infrastructure and disaster resilience.
- Preserving forty-eight existing jobs while creating an estimated fifty new, living-wage positions.

Equally important, this project ensures that more of the economic value generated from regional forestry remains within the Peninsula, strengthening long-term community prosperity, supporting tribally led enterprise development, and expanding opportunities for locally rooted business ownership.

We respectfully urge the EDA to support this strategic, region-building investment in rural, disaster-impacted communities and in a tribally anchored, sustainable manufacturing supply chain that will create high-quality jobs and deliver much-needed affordable and durable mass-timber homes in Washington State.

Thank you very much for your consideration.

Sincerely,

\_\_\_\_\_  
Connie Beauvais  
Commissioner  
Port of Port Angeles

\_\_\_\_\_  
Colleen McAleer  
Commissioner  
Port of Port Angeles

\_\_\_\_\_  
Steven Burke  
Commissioner  
Port of Port Angeles

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

**February 24, 2025**

**Subject: Joyce Daze Wild Blackberry Festival application to the Community Partner Program**

**Presenter: Katharine Frazier, Grants & Government Affairs Manager**

**RCW & POLICY REQUIREMENTS**

The Port's Community Partner Program (CPP) Policy allows the Port to offer funds for economic development, education and workforce, community events, tourism, and environmental stewardship projects. Investments made by the Port, including in CPP projects, must adhere to provisions of both Title 53 and Title 39 of the Revised Code of Washington.

**BACKGROUND:**

The Community Partner Program (CPP), established by the Community Partner Program Policy in 2015, provides funding to public and nonprofit applicants for projects related to economic development, education and workforce training, community events, tourism promotion, and environmental stewardship. Funding must support a discrete project, not the applicant's ongoing operations.

Per the CPP Policy, applicants must provide a 1:1 match for all project types except environmental stewardship projects, which must provide a 3:1 match. The Commission may waive the 1:1 matching requirement or approve in-kind services in lieu of cash, if desired. CPP funds must not be the only funding source for a project. Successful applicants will receive funds only on a reimbursement basis.

On February 9, the Port received a CPP application from the Joyce Daze Wild Blackberry Festival. Joyce Daze is in its 43<sup>rd</sup> year and will be held on Saturday, August 1, 2026. The event features a parade, local vendors, and fundraising opportunities for Joyce's nonprofit organizations. In 2025, the festival featured over 70 vendors, including 13 from Joyce and 50 from Clallam County.

The Port Team has conducted an initial screening of the application and deemed that it meets the eligibility criteria to be considered by the Commission for funding under the "Community Event" category.

**ANALYSIS:**

The Joyce Daze Wild Blackberry Festival's application proposes \$4,000 in funding to cover event expenses, including event permitting/insurance, highway flaggers, and portable restrooms. Profits from the event will be used to fund community grants for entities including the Joyce Museum, Joyce Fire and Rescue, and Joyce Emergency Planning and Preparation. Profits are also used to provide scholarships and drug prevention services at the Crescent School District.

**ENVIRONMENTAL IMPACT:**

The Joyce Daze Wild Blackberry Festival's CPP application has no direct environmental impact related to the Port, its property, or its operations.

**FISCAL IMPACT:**

The 2026 budget, approved on 11/17/25, included \$25,000 for Community Partner Program grants.

As of today (2/24/26), the Commission has awarded up to \$10,000 from the CPP budget, leaving \$15,000 available for the remainder of 2026.

**RECOMMENDED ACTION:**

The Port Team recommends that the Commission consider the Joyce Daze Wild Blackberry Festival's application for funding and discuss whether Joyce Daze representatives should be invited to provide a brief presentation at the next Commission meeting.

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

**February 24, 2025**

**Subject: Clallam County Parks, Fair, & Facilities application to the Community Partner Program for the 31<sup>st</sup> Annual Clallam County Fair Pro Logging Show**

**Presenter: Katharine Frazier, Grants & Government Affairs Manager**

**RCW & POLICY REQUIREMENTS**

The Port's Community Partner Program (CPP) Policy allows the Port to offer funds for economic development, education and workforce, community events, tourism, and environmental stewardship projects. Investments made by the Port, including in CPP projects, must adhere to provisions of both Title 53 and Title 39 of the Revised Code of Washington.

**BACKGROUND:**

The Community Partner Program (CPP), established by the Community Partner Program Policy in 2015, provides funding to public and nonprofit applicants for projects related to economic development, education and workforce training, community events, tourism promotion, and environmental stewardship. Funding must support a discrete project, not the applicant's ongoing operations.

Per the CPP Policy, applicants must provide a 1:1 match for all project types except environmental stewardship projects, which must provide a 3:1 match. The Commission may waive the 1:1 matching requirement or approve in-kind services in lieu of cash, if desired. CPP funds must not be the only funding source for a project. Successful applicants will receive funds only on a reimbursement basis.

On February 13, the Port received a CPP application from the Clallam County Parks, Fair, and Facilities Department for the 2026 County Fair Pro Logging Show. The Logging Show is in its 31<sup>st</sup> year and will be held on Saturday, August 22, 2026. Each year, the Logging Show has showcased the skills of local timber workers and provided the community with an educational opportunity to learn about the industry and its career paths. Clallam County reports that since 2023, interest and support for the event have surged, following a decline in attendance in the mid-2000s.

The Port Team has conducted an initial screening of the application and deemed that it meets the eligibility criteria to be considered by the Commission for funding under the "Community Event" and "Education" categories.

**ANALYSIS:**

Clallam County's application proposes \$2,500 in CPP funding, which would be used to contract with Olympic Lumberjack Productions (OLP). OLP would work with the County to provide materials, equipment, and staff to produce the event.

The total cost for the event is \$33,000. The County has committed \$15,000 from its Parks, Fairs, and Facilities Department Operations Budget (cash and in-kind), a 6:1 match ratio.

**ENVIRONMENTAL IMPACT:**

Clallam County's CPP application for the Logging Show has no direct environmental impact related to the Port, its property, or its operations.

**FISCAL IMPACT:**

The 2026 budget, approved on 11/17/25, included \$25,000 for Community Partner Program grants.

As of today (2/24/26), the Commission has awarded up to \$10,000 from the CPP budget, leaving \$15,000 available for the remainder of 2026.

**RECOMMENDED ACTION:**

The Port Team recommends that the Commission consider Clallam County's application for funding and discuss whether Clallam County Parks, Fair, and Facilities representatives should be invited to provide a brief presentation at the next Commission meeting.

## Future Agenda Items – Commission Meeting

02/24/2026

### March 10, 2026 (Regular Commission Meeting)

- Monthly Delegation of Authority Report
- Monthly Cash and Investment Report
- Annual Capital Projects Report
- Port Angeles Yacht Club (PAYC) & Community Boating Program Presentation
- Sequim Bay Yacht Club (SBYC) Presentation
- Res 26-XXXX – Proclamation: Golden Jubilee Anniversary for SBYC

### March 24, 2026 (Regular Commission Meeting)

- February Financial Report

### April 14, 2026 (Regular Commission Meeting)

- Monthly Delegation of Authority Report
- Monthly Cash and Investment Report

### April 27, 2026 (Special Joint Meeting w/ Board of County Commissioners)

- Hosted at the Port of Port Angeles at 11:00 am

### April 28, 2026 (Regular Commission Meeting)

- March Financial Report
- 1<sup>st</sup> Quarter Operations Report

### Upcoming Events

March 4-6: American Association of Port Authorities (AAPA) Legislative Summit (Washington, DC)

April 7-9: American Forest Resource Council (AFRC) Annual Meeting (Stevenson – Skamania Lodge, WA)

April 16-17: Northwest Marine Terminal Association (NWMTA) Spring Meeting (Port of Astoria, WA)

April 22-24: Olympic Logging Conference (Victoria, BC – Fairmont Empress Hotel)

May 19-21: WPPA Spring Meeting (Stevenson – Skamania Lodge)

May 18-20: Washington Airport Managers Association Conference (Walla Walla, WA)

June 6: Maritime Festival (Port Angeles Boat Haven)

### Future

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