



COMMISSION SPECIAL MEETING AGENDA

June 8, 2021

To be held in virtually via MS Teams in accordance with Senate Concurrent Resolution 8402 and in accordance with Governor Inslee's Proclamation 20-28. You may view the full meeting live at meetings.portseattle.org. To listen live, call in at +1 (425) 660-9954 and Conference ID 817 601 769#

ORDER OF BUSINESS

11:30 a.m.

1. CALL TO ORDER

2. **EXECUTIVE SESSION** – *if necessary, pursuant to RCW 42.30.110 (executive sessions are not open to the public)*

► 12:00 noon – PUBLIC SESSION

Reconvene or Call to Order and Pledge of Allegiance

3. **APPROVAL OF THE AGENDA** (*at this time, commissioners may reorder, add, or remove items from the agenda*)

4. SPECIAL ORDERS OF THE DAY

5. EXECUTIVE DIRECTOR'S REPORT

6. COMMITTEE REPORTS

7. **PUBLIC COMMENT** – *procedures available online at <https://www.portseattle.org/page/public-comment-port-commission-meetings>*

DUE TO SENATE CONCURRENT RESOLUTION 8402 AND THE GOVERNOR'S PROCLAMATION 20-28 there will be no physical location for this meeting and the

PORT WILL NOT ACCEPT in-person, verbal comments during the special meeting of June 8, 2021. Alternatively, during the regular order of business, those wishing to provide public comment will have the opportunity to:

1) Deliver public comment via email: All written comments received by email to commission-public-records@portseattle.org will be distributed to commissioners and attached to the approved minutes.

2) Deliver public comment via phone or Microsoft Teams conference: To take advantage of this option, please email commission-public-records@portseattle.org with your name and the topic you wish to speak to by 9:00 a.m. PT on Tuesday, June 8, 2021. You will then be provided with instructions and a link to join the Teams meeting.

This process will be in place until further notice. For additional information, contact commission-public-records@portseattle.org.

8. **CONSENT AGENDA** (*consent agenda items are adopted by one motion without discussion*)

8a. Approval of the Minutes of the Regular Meeting of May 25, 2021. **(no enclosed) (p.4)**

- 8b. Approval of the Claims and Obligations for the period May 1, 2021, through May 31, 2021, including accounts payable check nos. 939642-939947 in the amount of \$8,675,479.92; accounts payable ACH nos. 035398-036047 in the amount of \$54,261,813.80; accounts payable wire transfer nos. 015603-015619 in the amount of \$7,950,768.02, payroll check nos. 198632-198816 in the amount of \$47,832.51; and payroll ACH nos. 1024488-1028704 in the amount of \$11,132,608.03 for a fund total of \$82,068,502.28. ([memo](#) enclosed) (p.5)
- 8c. Authorization for the Executive Director to Execute up to Two (2) Indefinite Delivery, Indefinite Quantity Contracts for Baggage Handling System Design Services to Support of the Aviation Division's Capital Program, for a Total Amount Not-to-Exceed \$10,000,000. There is No Budget Request Associated with This Authorization. Each Contract will Have an Ordering Period of Five (5) Years. ([memo](#) enclosed) (p.8)
- 8d. Authorization for the Executive Director to Execute an Agreement Between the Port of Seattle and a Vendor to Provide Compressed Natural Gas (CNG) Station Maintenance, Repair, and Fuel System Compressor Rebuilds. The Contract Amount Shall Not Exceed \$1,500,000 and Seven Years. ([memo](#) enclosed) (p.11)
- 8e. Adoption of Resolution No. 3790: A Resolution of the Port of Seattle Commission Amending the Policy Directive for Salaries and Benefits for Employees Not Covered by a Collective Bargaining Agreement Established by Resolution No. 3739, to Reflect an Administrative Change Modifying Two Definitions Related to Probationary Employees, and Providing an Effective Date for All Amendments of June 8, 2021. (p.15) ([memo](#) and [draft resolution](#) enclosed)
- 8f. Authorization for the Executive Director to Extend the Juneteenth Holiday to Those Represented Employees at the Port with Contractual Holidays via Memoranda of Agreements (MOAs) with Their Respective Labor Representatives. ([memo](#), [proclamation](#), and [memoranda of agreement](#) enclosed) (p.19)
- 8g. Authorization for the Executive Director to Execute Up to Two Consulting Services Indefinite Delivery, Indefinite Quantity (IDIQ) Contracts to Provide Environmental Management and Compliance Support with a Total Value of \$3,500,000 and a Contract Ordering Period of Five Years. No Funding is Associated with this Request. ([memo](#) enclosed) (p.65)
- 8h. Authorization for the Executive Director to (1) Authorize an Additional Amount of \$980,000 for the Design and Construction of Phase I, and (2) Complete Design, (3) Utilize Port Crews and Small Works Contracts to Complete Early Pavement Work, and (4) Authorize an Additional Amount of \$3,405,000, for Phase II of the North Employee Parking Lot Improvements Project at Seattle-Tacoma International Airport. This Request is in the Amount of \$4,385,000, for a Total Authorization in the Amount of \$5,000,000. (CIP #C800957) ([memo](#) and [presentation](#) enclosed) (p.70)

9. UNFINISHED BUSINESS

10. NEW BUSINESS

- 10a. Authorization for the Executive Director to Finalize and Sign Port Agreements Under the Center for Disease Control's Framework for Conditional Sailing Order and Amend Leases Relating to Port Cruise Facilities to Incorporate Such Port Agreements. ([memo](#) and [checklist](#) enclosed) (p.88)

- 10b. Authorization for the Executive Director to: (1) Execute a Fifth Amendment to the Administrative Order on Consent with the U.S. Environmental Protection Agency for the Lower Duwamish Waterway (LDW) Superfund Site; and (2) Execute a Seventh Amendment to the Lower Duwamish Waterway Group Memorandum of Agreement to Contract for and Perform Cleanup Design of the Middle Third of the LDW. ([memo](#), [Amendment No. 5](#), [Amendment No. 7](#), and [presentation](#) enclosed) (p.98)

11. PRESENTATIONS AND STAFF REPORTS

- 11a. 2021 State Legislative Session Review and Federal Look Ahead ([memo](#) and [presentation](#) enclosed) (p.138)

12. QUESTIONS on REFERRAL to COMMITTEE and CLOSING COMMENTS

2. **EXECUTIVE SESSION (Continued)** – *if necessary, pursuant to RCW 42.30.110 (executive sessions are not open to the public)*

13. ADJOURNMENT

Agenda Item 8a, Approval of the May 25, 2021, Meeting Minutes

Will be distributed under separate cover

RETURN TO AGENDA

**COMMISSION
AGENDA MEMORANDUM**

Item No. 8b

ACTION ITEM

Date of Meeting June 8, 2021

DATE: June 2, 2021
TO: Steve Metruck, Executive Director
FROM: Duane Hill, AFR Senior Manager Disbursements
SUBJECT: Claims and Obligations – May 2021

ACTION REQUESTED

Request Port Commission approval of the Port Auditor's payment of the salaries and claims of the Port pursuant to RCW 42.24.180 for payments issued during the period May 1 through 31, 2021 as follows:

Payment Type	Payment Reference Start Number	Payment Reference End Number	Amount
Accounts Payable Checks	939642	939947	\$ 8,675,479.92
Accounts Payable ACH	035398	036047	\$ 54,261,813.80
Accounts Payable Wire Transfers	015603	015619	\$ 7,950,768.02
Payroll Checks	198632	198816	\$ 47,832.51
Payroll ACH	1024488	1028704	\$ 11,132,608.03
Total Payments			\$ 82,068,502.28

Pursuant to RCW 42.24.180, "the Port's legislative body" (the Commission) is required to approve in a public meeting, all payments of claims within one month of issuance.

OVERSIGHT

All these payments have been previously authorized either through direct Commission action or delegation of authority to the Executive Director and through his or her staff. Detailed information on Port expenditures is provided to the Commission through comprehensive budget presentations as well as the publicly released Budget Document, which provides an even greater level of detail. The Port's operating and capital budget is approved by resolution in November for the coming fiscal year, and the Commission also approves the Salary and Benefit Resolution around the same time to authorize pay and benefit programs. Notwithstanding the Port's budget approval, individual capital projects and contracts exceeding certain dollar thresholds are also subsequently brought before the Commission for specific authorization prior to commencement of the project or contract—if they are below the thresholds the Executive Director is delegated authority to approve them. Expenditures are monitored against budgets monthly by management and reported comprehensively to the Commission quarterly.

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Effective internal controls over all Port procurement, contracting and disbursements are also in place to ensure proper central oversight, delegation of authority, separation of duties, payment approval and documentation, and signed perjury statement certifications for all payments. Port disbursements are also regularly monitored against spending authorizations. All payment transactions and internal controls are subject to periodic Port internal audits and annual external audits conducted by both the State Auditor's Office and the Port's independent auditors.

For the month of May 2021, over \$70,888,061.74 in payments were made to nearly 578 vendors, comprised of 1,674 invoices and over 6,611 accounting expense transactions. About 91 percent of the accounts payable payments made in the month fall into the Construction, Employee Benefits, Payroll Taxes, Contracted Services, Janitorial Services and Utility Expenses categories. Net payroll expense for the month of May was \$11,180,440.54. The following chart summarizes the top expense categories by total spend.

Top 15 Payment Category Summary:	
Category	Payment Amount
Construction	43,296,840.36
Employee Benefits	8,879,999.69
Payroll Taxes	4,332,211.94
Contracted Services	3,614,431.20
Janitorial Services	2,180,759.61
Utility Expenses	2,174,449.06
Sales Taxes	950,832.22
Public Expense	833,218.52
Legal	779,508.60
Maintenance Inventory	605,680.20
Environmental Remediation	591,097.52
Software	475,481.52
Parking Taxes	322,230.63
Computers & Telephone	273,926.57
Furn & Equip Purchase	122,187.17
Other Categories Total :	1,455,206.93
Net Payroll	11,180,440.54
Total Payments :	\$82,068,502.28

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Appropriate and effective internal controls are in place to ensure that the above obligations were processed in accordance with Port of Seattle procurement/payment policies and delegation of authority.



Lisa Lam/Port Auditor

At a meeting of the Port Commission held on June 8, 2021 it is hereby moved that, pursuant to RCW 42.24.180, the Port Commission approves the Port Auditor's payment of the above salaries and claims of the Port:

Port Commission

**COMMISSION
AGENDA MEMORANDUM**

Item No. 8c

ACTION ITEM

Date of Meeting June 8, 2021

DATE: April 1, 2021

TO: Stephen P. Metruck, Executive Director

FROM: Wayne Grotheer, Director Aviation Project Management

SUBJECT: Baggage Handling System Design Indefinite Delivery Indefinite Quantity Service Agreements

Amount of this request: \$0

Total estimated project cost: \$10,000,000

ACTION REQUESTED

Request Commission authorization for the Executive Director to execute up to two (2) indefinite delivery, indefinite quantity contracts for baggage handling system design services to support the aviation division's capital program, for a total amount not-to-exceed \$10,000,000. There is no budget request associated with this authorization. Each contract will have an ordering period of five (5) years.

EXECUTIVE SUMMARY

Aviation Project Management utilizes Indefinite Delivery, Indefinite Quantity (IDIQ) contracts to provide the Port with the flexibility to meet business requirements, as they arise, by issuing individual service directives to accomplish tasks within the general, pre-defined scope of work on an as-needed basis. These contracts will support the planned five-year aviation capital program. The funding for these service directives will come separately from individual project authorizations.

The Port will advertise and issue a Request for Qualifications (RFQ) that will be written with a specific not-to-exceed amount and identify the services required. The contracts will have a contract-ordering period (during which the services may be separately authorized) of five years. The actual contract duration may extend beyond the ordering period to complete work identified in particular service directives. Service directives may be issued during the contract-ordering period and within the total original contract value.

JUSTIFICATION

The Seattle-Tacoma International Airport (Airport) has identified two planned projects in the capital program that will need design services of the baggage handling system (BHS) in the next

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three (3) years. There is a possibility of future projects and baggage system analysis that will also utilize these contracts:

- The Baggage Handling Piers at Concourse D project is currently budgeted for approximately \$2,000,000 design.
- Baggage Claim 15 and 16 is currently budgeted for approximately \$3,000,000 design.

Utilization of this type of IDIQ contract has proven to be an efficient, cost effective, and flexible method of responding to uncertain design requirements over a multiple year span. Once the Service Agreements are executed, individual Service Directives will be negotiated and executed before any design work is performed.

Diversity in Contracting

The 6% WMBE aspirational goal for each IDIQ contract was developed with the Diversity in Contracting Department.

DETAILS***Scope of Work***

The contract is intended to provide BHS design services for various projects at the Airport. Anticipated design services could include civil/structural, mechanical, electrical, and architectural disciplines. The exact scope of work and disciplines involved will be determined by the individual use of the contract by the projects.

The request is to execute two contracts valued each in the amount of \$5,000,000. The contract will have a five (5) year contract ordering period, during which time services may be separately authorized in a service directive. The Port will not issue any service directives that will exceed the contract's maximum value or after expiration of the contract ordering.

ALTERNATIVES AND IMPLICATIONS CONSIDERED**Alternative 1 – Issue individual contracts for each project**

Cost Implications: \$0

Pros:

- (1) Procuring separate contracts for each project would allow more procurement opportunities.
- (2) IDIQ contracts allow the Port to initiate work with the consultant faster.

Cons:

- (1) This alternative will increase overhead and administrative costs to the Port as we would need to manage more procurement processes and contracts.

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- (2) This alternative would add four to six months to each project schedule to complete the procurement process.
- (3) Cost to the consulting community will increase as they are responding to multiple procurements.

This is not the recommended alternative.

Alternative 2 – One solicitation for two contracts.

Cost Implications: \$0

Pros:

- (1) This alternative allows for the two contracts to compete for individual projects.
- (2) This alternative reduces overall costs for each project requiring BHS design services; the solicitation, negotiations and contracting for BHS design is completed onetime for all projects.
- (3) Schedule is reduced by not having to go through the procurement process of solicitation, evaluation and selection for design services on each project. Typically, the procurement process is approximately four to six months.
- (4) These contracts more effectively provide for consistency of parallel projects that may utilize the same consultant.

Cons:

- (1) These contracts would limit the number of opportunities available to firms to compete for work.

This is the recommended alternative.

FINANCIAL IMPLICATIONS

There is no funding request directly associated with this authorization. No work is guaranteed to the selected consultants and the Port is not obligated to pay a selected consultant until a service directive is executed. The budget for work performed under each agreement will come from individual service directives authorizing the consultant to perform specific work on the contract against approved project authorizations and within the total contract amount.

ATTACHMENTS TO THIS REQUEST

None.

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

None.

COMMISSION
AGENDA MEMORANDUM

Item No. 8d

ACTION ITEM

Date of Meeting June 8, 2021

DATE: May 6, 2021

TO: Stephen P. Metruck, Executive Director

FROM: Daniel Alter, AVM Fleet Manager, Louis Ekler, AVM Fleet Assistant Manager, Adrian Down, Environmental Program Manager

SUBJECT: CNG Station Maintenance

Amount of this request: \$1,500,000

ACTION REQUESTED

Request Commission authorization for the Executive Director to execute an agreement between Port of Seattle and a vendor to provide Compressed Natural Gas (CNG) station maintenance, repair, and fuel system compressor rebuilds. The Port of Seattle CNG station is located at 2635 S 194th St SeaTac and is utilized to refuel the rental car and employee parking Port bus fleets. The contract amount shall not exceed \$1,500,000 and seven years.

EXECUTIVE SUMMARY

The Aviation Division and Environmental Department are partnered in reducing greenhouse gas emissions from the Port's vehicle fleet. The Port signed a contract for the purchase of renewable natural gas (RNG) with USGain in October 2020, which includes providing RNG to cover the Port's operational needs as well as SEA's CNG bus fleet. As part of these negotiations, the Port entered into an agreement with Clean Energy to provide CNG fuel and fueling infrastructure for the Port's CNG bus fleet. The Port CNG station dispensed 301,410 Diesel Gallon Equivalent (DGE) of CNG in 2020 to power the Port's fleet of CNG buses for both Rental Car and Employee parking operations. The current maintenance and repair contract will expire in January 2022. Maintenance and repair on the station is critical because there are limited regional CNG stations and these stations cannot sustain busing operations on a continuous basis.

JUSTIFICATION

The Port operates a CNG station to provide fuel for Port bus fleets. This station is located at the Transportation Operation Center (TOC) to increase operational efficiency. The CNG station has maintenance and repair completed by an outside vendor and the current contract is set to expire in January of 2022.

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Diversity in Contracting

We have contacted Diversity and Contracting office and are looking into the feasibility of goals with the limited number of firms regionally that complete this work.

DETAILS

The contract would provide routine maintenance, repair, and compressor rebuilds at the Port owned and operated CNG station for up to seven years. The estimated cost is approximately \$1,500,000.

This contract is important to ensure the Port's system is safely maintained and continues to provide CNG needed to power the Port's bus fleet. The maintenance contract includes detection and elimination of leaks that could contribute to carbon emissions.

Compressor rebuilds are currently estimated at \$225K currently and will not be required for three to four years depending on quantity of fuel used.

The Port anticipates higher labor rates that will increase the cost of the contract.

Schedule

Activity

Publish Solicitation	2021 Q3
Complete Solicitation Process	2021 Q3
Issue PO	2021 Q4
In-use date	2022 Q1

ALTERNATIVES AND IMPLICATIONS CONSIDERED

Alternative 1 – Execute an agreement between Port and a vendor to provide maintenance and repair for the Port's CNG station. This option does not include compressor rebuilds. Compressor rebuilds would be a separate acquisition.

Cost Implications: The requested seven-year contract would decrease by \$300,000 over seven years to \$1,200,000 due to removing the cost of compressor rebuilds.

Pros:

- (1) No gap in CNG station maintenance and repair, which is critical for rental car and employee parking busing operations.
- (2) Lower initial contracted amount.

Cons:

- (1) Increased cost for additional natural gas leaks detection.

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- (2) CNG compressor rebuilds would require a separate procurement through CPO.

This is not the recommended alternative.

Alternative 2 – Execute an agreement between Port and a vendor on an annual or semi basis to provide maintenance and repair for the Port's CNG station.

Cost Implications: Increase in maintenance and repair of \$35,000/year from anticipated increase in labor and repair cost.

Pros:

- (1) No gap in CNG station maintenance and repair, which is critical for rental car and employee parking busing operations.
- (2) Annual cost increase would be better known.

Cons:

- (1) Labor time issuing contract would be increased.
- (2) No long-term certainty about cost for budget projections.
- (3) Short term contract could reduce ability to negotiate.
- (4) CNG compressor rebuilds would require a separate procurement through CPO.

This is not the recommended alternative.

Alternative 3 – Execute an agreement between Port and a vendor to provide maintenance, repair, compressor rebuilds, and increased leak detection for the Port's (CNG) station.

Cost Implications: Increase in maintenance and repair of \$35,000/year from anticipated increase in labor and repair cost.

Pros:

- (1) No gap in CNG station maintenance and repair, which is critical for Rental car and Employee parking busing operations.
- (2) Long term predictability in the price of the contract.

Cons:

- (1) Long term contract could reduce flexibility.

This is the recommended alternative.

FINANCIAL IMPLICATIONS

Cost for maintenance and repair is projected to increase by \$35,000/year due higher cost from labor, repair, and monitoring. Compressor rebuilds are estimated at \$225,000 currently but will not be needed for three to four years. The cost of the contract and compressor rebuilds are budgeted annually through expense funds.

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Authorization Summary

	Capital	Expense	Total
AUTHORIZATION			
Previous authorizations	\$0	\$0	\$0
Current request for authorization	\$0	\$1,500,000	\$1,500,000
Total authorizations, including this request	\$0	\$1,500,000	\$1,500,000
Remaining amount to be authorized	\$0	\$0	\$0

Annual Budget Status and Source of Funds

Funds for the maintenance and repair are come are expensed from the Customer Facility Charge (CFC) that collects funding through rental cars and employee parking fees.

ATTACHMENTS TO THIS REQUEST

None

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

None

COMMISSION
AGENDA MEMORANDUM

Item No. 8e

ACTION ITEM

Date of Meeting June 8, 2021

DATE : June 2, 2021

TO: Stephen P. Metruck, Executive Director

FROM: Tammy Woodard, HR Director – Total Rewards
Kim DesMarais, HR Director – Talent Management

SUBJECT: Adoption of Resolution No. 3790 Updating the Salary and Benefits Policy Directive to Reflect an Administrative Change Modifying Two Definitions Related to Probationary Employees

ACTION REQUESTED

Request Adoption of Resolution No. 3790: A resolution of the Port of Seattle Commission amending the policy directive for salaries and benefits for employees not covered by a collective bargaining agreement established by Resolution No. 3739, to reflect an administrative change modifying two definitions related to probationary employees, and providing an effective date for all amendments of June 8, 2021.

EXECUTIVE SUMMARY

This administrative change updating of two definitions related to probationary employees will permit newly hired employees who have not completed their six-month probation period to apply for job openings across the Port while ensuring a full six-month probation period applies to their latest position.

In January of this year, Human Resources updated the Port's Talent Acquisition Policy (HR-8). One update to the policy removed the restriction on employees who had not yet completed their six-month probationary period from applying for other Port employment opportunities. Probationary employees are now allowed to apply for other opportunities at the Port. Along with removing this restriction and allowing probationary employees to apply for other Port opportunities, the policy now requires a restart to the employee's probation period, which is described as an extension of the hiring process, if the employee is offered a different position while in their probationary period. The probationary period is designed to provide employees with six months to demonstrate an acceptable level of performance and behavior. The probationary period restart gives new employees' managers the same amount of time to observe performance and behavior and assist the employee in reaching the performance level required for continued employment.

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This policy change and the existing definition of Probation Period and Probationary Employee in the Salary and Benefits Policy Directive are out of alignment. The requested update to the Salary and Benefits Policy Directive will bring the HR Policy and the Salary and Benefits Policy Directive back into alignment.

JUSTIFICATION

The updates to the Port's Talent Acquisition Policy permits probationary employees to apply for new opportunities within the Port leading to higher retention rates and employee engagement. The probationary period is designed to give employees an opportunity to learn their job as well as the Port environment where they perform it. It is also an opportunity for the employee's manager to observe performance and behavior together with providing feedback and coaching to help the employee learn their job responsibilities and how to utilize Port systems and processes. This process is designed to help new Port employees be successful at the Port.

Since employees may now change jobs, as well as departments or functions during their initial probationary period, it is reasonable to give the employee the full six months of a probationary period in their new job to learn their responsibilities and the Port environment where they will be performing it before determining if they have achieved a successful level of performance to continue their Port employment. It is also reasonable to give the employee's new manager the same amount of time to observe the employee's work, assess performance, and provide training, feedback, and coaching to help employees achieve the acceptable level of performance. To facilitate this beneficial change, the definitions of Probation Period and Probationary Employee in the Salary and Benefits Policy Directive need to be updated to address the potential for employees changing jobs during their first six months of Port employment.

ATTACHMENTS TO THIS REQUEST

- (1) Resolution No. 3790

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

May 25, 2021 – The Commission approval, introduction of Resolution No. 3790.

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Port of Seattle Commissioners

**COMMISSION
AGENDA MEMORANDUM**

Item No. 8f

ACTION ITEM

Date of Meeting June 8, 2021

DATE : May 18, 2021

TO: Stephen P. Metruck, Executive Director

FROM: David Freiboth, Senior Director Labor Relations

SUBJECT: Extension of the Juneteenth Holiday to Represented Employees

Amount of this request: Approximately \$750,000¹

ACTION REQUESTED

Request Commission authorization for the Executive Director to extend the Juneteenth holiday to those represented employees at the Port with contractual holidays via Memoranda of Agreements (MOAs) with their respective labor representatives.

EXECUTIVE SUMMARY

On November 17, 2020, the Port of Seattle Commission adopted a Proclamation (attached) and Resolution 3781 amending the Salary and Benefits Policy Directive to add an eleventh paid holiday commemorating Juneteenth (on June 19) for non-represented employees.

In May of 2021, the Port and our labor partners, representing Port employees with specific contractual holidays, agreed to include the Juneteenth holiday in each of our respective collective bargaining agreements in 2021.

JUSTIFICATION

See Proclamations (attached)

DETAILS

Each eligible bargaining unit employee at the Port covered by a CBA, will be eligible for the additional holiday of Juneteenth, effective in 2021.

The date of observance of the holiday shall be designated by the Port.

¹ 71% of this cost will be in the Aviation Division, due it being a 7-day a week, 24/7 operation, and having the majority of the Port's employees.

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ATTACHMENTS TO THIS REQUEST

- (1) Proclamation of the Port of Seattle Commission, as amended, May 25, 2021, recognizing Juneteenth as an official Port Holiday for all Port employees.
- (2) 18 Memorandums of Agreement

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

November 17, 2020 – The Commission proclaimed Juneteenth as an official Port Holiday for represented employees.

May 25, 2021—The Commission proclaimed Juneteenth as an official Port Holiday for all Port employees.



PROCLAMATION OF THE PORT OF SEATTLE COMMISSION

WHEREAS, Black lives matter; and

WHEREAS, racial oppression is deeply rooted in our nation's early beginnings — from the mass exploitation of Native American populations to the enslavement of Black Americans — and acknowledging this checkered past is essential to healing and creating a more equitable future; and

WHEREAS, on January 1, 1863, President Lincoln's Emancipation Proclamation declared "that all persons held as slaves...are, and henceforward shall be free"; and

WHEREAS, news and enforcement of the Emancipation Proclamation did not reach Texas until June 19, 1865, two and one half years later — when Major General Gordon Granger, landed at Galveston, Texas with news that the Civil War had ended and that the enslaved were now free; and

WHEREAS, Juneteenth (June 19th) is the oldest nationally celebrated commemoration of the ending of slavery in the United States; and

WHEREAS, in 2003, Port employee Lilyian Caswell-Isley, former Director of Social Responsibility, led the first celebration of Juneteenth at the Port, and through the leadership of Blacks in Government, the Port continues to celebrate Juneteenth annually; and

WHEREAS, the Port of Seattle Commission has a social responsibility to combat systemic racism and racism in all its nefarious forms, and work to contribute to a more equitable and just world; and

WHEREAS, the Century Agenda Goal 5 calls for the Port to "Become a Model for Equity, Diversity and Inclusion;" and

WHEREAS, in 2019 the Port established an Office of Equity, Diversity, and Inclusion to address institutional racism and increase equity, diversity, and inclusion in Port policies, processes, and programs; and

*Amending November 17, 2020, adopted Proclamation

WHEREAS, the official recognition of Juneteenth as a Port Holiday is a significant way that we can celebrate freedom, help create a culture of belonging, and a more equitable, anti-racist Port culture.

NOW, THEREFORE, the Port of Seattle Commission hereby honors and recognizes Juneteenth, the 19th of June each year, as an official Port Holiday for all Port employees, and one of the many ways we celebrate our rich African-American cultural heritage, acknowledge our history of institutional racism and slavery, demonstrate that Black lives matter, and advance racial equity.

Proclaimed by the Port of Seattle Commission this 25 day of May, 2021.

Port of Seattle Commission

Ryan Calkins

Ryan Calkins (May 26, 2021 20:22 PDT)

Stephanie L. Bowman

Stephanie L. Bowman (May 26, 2021 15:41 PDT)

Peter Steinbrueck

Peter Steinbrueck (May 26, 2021 22:11 PDT)

Fred Felleman

Fred Felleman (May 26, 2021 16:53 PDT)

Port of Seattle Commission

COMMISSION AGENDA – Action Item No. 8f_Attach2

Meeting Date: June 8, 2021

MEMORANDUM OF AGREEMENT
by and between
PORT OF SEATTLE
and
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
LOCAL UNION 117
REPRESENTING TRAFFIC SUPPORT SPECIALISTS

This Memorandum of Agreement (MOA), made effective as of the date of signing, is entered into by and between the International Brotherhood of Teamsters, Local 117 (Union), representing Traffic Support Specialists, and the Port of Seattle (Port), referred to herein collectively as the Parties.

On November 17, 2020, the Port of Seattle Commission adopted a Proclamation (attached and incorporated herein) and Resolution 3781 amending the Salary and Benefits Policy Directive to add an eleventh paid holiday commemorating Juneteenth (on June 19) for non-represented employees; and

The Port and the Union are parties to a Collective Bargaining Agreement that expires on December 31, 2021; and

On May 20, 2021, the Port proposed to the Union that the Parties agree to include Juneteenth as a recognized holiday.

On _____, the Union agreed to include Juneteenth as a recognized holiday.

THEREFORE, the Parties agree as follows:

Effective upon ratification and execution between the parties, the Port and the Union agree to amend Article 14, Holidays, of the Collective Bargaining Agreement to include the following additional holiday:

Juneteenth The Port retains the exclusive discretion to designate the date of observance each year.

This Memorandum of Agreement is effective upon signing and shall expire when incorporated into a successor Collective Bargaining Agreement between the Parties.

FOR THE PORT OF SEATTLE

FOR THE UNION

Stephen P. Metruck
Executive Director
Port of Seattle

John Scearcy
Secretary-Treasurer

Date: _____

Date: _____

MEMORANDUM OF AGREEMENT
by and between
PORT OF SEATTLE
and
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
LOCAL UNION 763
REPRESENTING POLICE COMMANDERS

This Memorandum of Agreement (MOA), made effective as of the date of signing, is entered into by and between the International Brotherhood of Teamsters, Local 763 (Union), representing Police Commanders and the Port of Seattle (Port), referred to herein collectively as the Parties.

On November 17, 2020, the Port of Seattle Commission adopted a Proclamation (attached and incorporated herein) and Resolution 3781 amending the Salary and Benefits Policy Directive to add an eleventh paid holiday commemorating Juneteenth (on June 19) for non-represented employees; and

The Port and the Union are parties to a Collective Bargaining Agreement that expires on December 31, 2021; and

On May 20, 2021, the Port proposed to the Union that the Parties agree to include Juneteenth as a recognized holiday.

On 5/27/21, the Union agreed to include Juneteenth as a recognized holiday.

THEREFORE, the Parties agree as follows:

Effective upon ratification and execution between the parties, the Port and the Union agree to amend Article 16, Holidays, of the Collective Bargaining Agreement by adding an additional Port holiday and thereby increasing the number of pool holiday hours by ten (10) for Police Commanders for a total of one-hundred-fifty (150) holiday hours in recognition of the Juneteenth holiday.

Juneteenth	The Port retains the exclusive discretion to designate the date of observance each year.
------------	--

This Memorandum of Agreement is effective upon signing and shall expire when incorporated into a successor Collective Bargaining Agreement between the Parties.

FOR THE PORT OF SEATTLE

Stephen P. Metruck
Executive Director
Port of Seattle

Date: _____

FOR THE UNION

Scott A. Sullivan
Scott A. Sullivan
Secretary-Treasurer

Date: 5-27-21

MEMORANDUM OF AGREEMENT
by and between
PORT OF SEATTLE
and
INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL NO. 302

This Memorandum of Agreement (MOA), made effective as of the date of signing, is entered into by and between the International Union of Operating Engineers Local No. 302 (Union) and the Port of Seattle (Port), referred to herein collectively as the Parties.

On November 17, 2020, the Port of Seattle Commission adopted a Proclamation (attached and incorporated herein) and Resolution 3781 amending the Salary and Benefits Policy Directive to add an eleventh paid holiday commemorating Juneteenth (on June 19) for non-represented employees; and

The Port and the Union are parties to a Collective Bargaining Agreement (CBA) that expires on May 31, 2023; and

On May 19, 2021, the Port proposed to the Union that the Parties agree to include Juneteenth as a recognized holiday;

On 5/19/2021, the Union agreed to include Juneteenth as a recognized holiday;

THEREFORE, the Parties agree as follows:

Effective immediately, the Port and the Union agree to amend Article 13.01 of the CBA to include the following additional holiday:

Juneteenth The Port retains the exclusive discretion to designate the date of observance each year.

This Memorandum of Agreement is effective upon signing and shall expire when incorporated into a successor CBA between the Parties.

FOR THE PORT OF SEATTLE

Stephen P. Metruck
Executive Director
Port of Seattle

Date: _____

FOR THE UNION

Heath Robinette
Heath Robinette (May 19, 2021 08:19 PDT)
Heath Robinette
Field Representative
IUOE Local 302

Date: 5/19/2021



PROCLAMATION OF THE PORT OF SEATTLE COMMISSION

WHEREAS, Black lives matter; and

WHEREAS, racial oppression is deeply rooted in our nation’s early beginnings — from the mass exploitation of Native American populations to the enslavement of Black Americans — and acknowledging this checkered past is essential to healing and creating a more equitable future; and

WHEREAS, on January 1, 1863, President Lincoln’s Emancipation Proclamation declared “that all persons held as slaves...are, and henceforward shall be free”; and

WHEREAS, news and enforcement of the Emancipation Proclamation did not reach Texas until June 19, 1865, two and one half years later – when Major General Gordon Granger, landed at Galveston, Texas with news that the Civil War had ended and that the enslaved were now free; and

WHEREAS, Juneteenth (June 19th) is the oldest nationally celebrated commemoration of the ending of slavery in the United States; and

WHEREAS, in 2003, Port employee Lilyian Caswell-Isley, former Director of Social Responsibility, led the first celebration of Juneteenth at the Port, and through the leadership of Blacks in Government, the Port continues to celebrate Juneteenth annually; and

WHEREAS, the Port of Seattle Commission has a social responsibility to combat systemic racism and racism in all its nefarious forms, and work to contribute to a more equitable and just world; and

WHEREAS, the Century Agenda Goal 5 calls for the Port to “Become a Model for Equity, Diversity and Inclusion;” and

WHEREAS, in 2019 the Port established an Office of Equity, Diversity, and Inclusion to address institutional racism and increase equity, diversity, and inclusion in Port policies, processes, and programs; and

WHEREAS, the official recognition of Juneteenth as a Port Holiday is a significant way that we can celebrate freedom, help create a culture of belonging, and a more equitable, anti-racist Port culture.

NOW, THEREFORE, the Port of Seattle Commission hereby honors and recognizes Juneteenth, the 19th of June each year, as an official Port Holiday for non-represented employees, and one of the many ways we celebrate our rich African-American cultural heritage, acknowledge our history of institutional racism and slavery, demonstrate that Black lives matter, and advance racial equity.

Proclaimed by the Port of Seattle Commission this 17th Day of November, 2020.

Port of Seattle Commission

Peter Steinbrueck
Peter Steinbrueck (Dec 9, 2020 14:31 PST)

Sum 2110

Ryan Calkins
Ryan Calkins (Nov 18, 2020 12:59 PST)

Stephanie L. Bowman
Stephanie L. Bowman (Nov 19, 2020 10:04 PST)

Fred Felleman
Fred Felleman (Nov 20, 2020 14:50 PST)

Port of Seattle Commission

MEMORANDUM OF AGREEMENT
by and between
PORT OF SEATTLE
and
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
LOCAL UNION 1257
REPRESENTING FIREFIGHTERS

This Memorandum of Agreement (MOA), made effective as of the date of signing, is entered into by and between the International Association of Firefighters, Local 1257 (Union), representing Police Firefighters and the Port of Seattle (Port), referred to herein collectively as the Parties.

On November 17, 2020, the Port of Seattle Commission adopted a Proclamation (attached and incorporated herein) and Resolution 3781 amending the Salary and Benefits Policy Directive to add an eleventh paid holiday commemorating Juneteenth (on June 19) for non-represented employees; and

The Port and the Union are parties to a Collective Bargaining Agreement that expire on December 31, 2020; and

On May 20, 2021, the Port proposed to the Union that the Parties agree to include Juneteenth as a recognized holiday.

On 5/25/21, the Union agreed to include Juneteenth as a recognized holiday.

THEREFORE, the Parties agree as follows:

Effective upon ratification and execution between the parties, the Port and the Union agree to amend Article 20, Holidays, of the Collective Bargaining Agreement by adding an additional Port holiday thereby increasing the number of Port holidays to nine (9), to include Juneteenth, and four (4) floaters for a total of thirteen (13) holidays for Day Shift Firefighters.

Juneteenth	The Port retains the exclusive discretion to designate the date of observance each year.
------------	--

The salary schedule for Shift Firefighters will be modified to reflect an increase in their base salary for holidays from 5.5% to 5.96% in recognition of the Juneteenth holiday.

This Memorandum of Agreement is effective upon signing and shall expire when incorporated into a successor Collective Bargaining Agreement between the Parties.

FOR THE PORT OF SEATTLE

Stephen P. Metruck
Executive Director
Port of Seattle

Date: _____

FOR THE UNION,

Chris Nuttall
President

Date: 5/25/2021

MEMORANDUM OF AGREEMENT
by and between
PORT OF SEATTLE
and
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
AFL-CIO
DISTRICT LODGE NO. 160, LOCAL LODGE NO. 289

This Memorandum of Agreement (MOA), made effective as of the date of signing, is entered into by and between the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge No. 160, Local Lodge No. 289 (Union) and the Port of Seattle (Port), referred to herein collectively as the Parties.

On November 17, 2020, the Port of Seattle Commission adopted a Proclamation (attached and incorporated herein) and Resolution 3781 amending the Salary and Benefits Policy Directive to add an eleventh paid holiday commemorating Juneteenth (on June 19) for non-represented employees; and

The Port and the Union are parties to a Collective Bargaining Agreement (CBA) that expires on June 30, 2021; and

On May 19, 2021, the Port proposed to the Union that the Parties agree to include Juneteenth as a recognized holiday;

On 5/19/2021, the Union agreed to include Juneteenth as a recognized holiday;

THEREFORE, the Parties agree as follows:

Effective immediately, the Port and the Union agree to amend Article 16 of the CBA to include the following additional holiday:

Juneteenth The Port retains the exclusive discretion to designate the date of observance each year.

This Memorandum of Agreement is effective upon signing and shall expire when incorporated into a successor CBA between the Parties.

FOR THE PORT OF SEATTLE

Stephen P. Metruck
Executive Director
Port of Seattle

Date: _____

FOR THE UNION

Brandon Hemming
Brandon Hemming (May 19, 2021 09:36 PDT)

Title: Business Representative

Date: 5/19/2021



PROCLAMATION OF THE PORT OF SEATTLE COMMISSION

WHEREAS, Black lives matter; and

WHEREAS, racial oppression is deeply rooted in our nation’s early beginnings — from the mass exploitation of Native American populations to the enslavement of Black Americans — and acknowledging this checkered past is essential to healing and creating a more equitable future; and

WHEREAS, on January 1, 1863, President Lincoln’s Emancipation Proclamation declared “that all persons held as slaves...are, and henceforward shall be free”; and

WHEREAS, news and enforcement of the Emancipation Proclamation did not reach Texas until June 19, 1865, two and one half years later – when Major General Gordon Granger, landed at Galveston, Texas with news that the Civil War had ended and that the enslaved were now free; and

WHEREAS, Juneteenth (June 19th) is the oldest nationally celebrated commemoration of the ending of slavery in the United States; and

WHEREAS, in 2003, Port employee Lilyian Caswell-Isley, former Director of Social Responsibility, led the first celebration of Juneteenth at the Port, and through the leadership of Blacks in Government, the Port continues to celebrate Juneteenth annually; and

WHEREAS, the Port of Seattle Commission has a social responsibility to combat systemic racism and racism in all its nefarious forms, and work to contribute to a more equitable and just world; and

WHEREAS, the Century Agenda Goal 5 calls for the Port to “Become a Model for Equity, Diversity and Inclusion;” and

WHEREAS, in 2019 the Port established an Office of Equity, Diversity, and Inclusion to address institutional racism and increase equity, diversity, and inclusion in Port policies, processes, and programs; and

WHEREAS, the official recognition of Juneteenth as a Port Holiday is a significant way that we can celebrate freedom, help create a culture of belonging, and a more equitable, anti-racist Port culture.

NOW, THEREFORE, the Port of Seattle Commission hereby honors and recognizes Juneteenth, the 19th of June each year, as an official Port Holiday for non-represented employees, and one of the many ways we celebrate our rich African-American cultural heritage, acknowledge our history of institutional racism and slavery, demonstrate that Black lives matter, and advance racial equity.

Proclaimed by the Port of Seattle Commission this 17th Day of November, 2020.

Port of Seattle Commission

Peter Steinbrueck
Peter Steinbrueck (Dec 9, 2020 14:31 PST)

SHD

Ryan Calkins
Ryan Calkins (Nov 18, 2020 12:59 PST)

Stephanie L. Bowman
Stephanie L. Bowman (Nov 19, 2020 10:04 PST)

Fred Felleman
Fred Felleman (Nov 20, 2020 14:50 PST)

Port of Seattle Commission

MEMORANDUM OF AGREEMENT
by and between
PORT OF SEATTLE
and
TEAMSTERS LOCAL UNION NO. 117
REPRESENTING BUS DRIVERS & PARKING SERVICE REVENUE REPRESENTATIVES

This Memorandum of Agreement (MOA), made effective as of the date of signing, is entered into by and between the Teamsters Local Union No. 117, representing Bus Drivers & Parking Service Revenue Representatives (Union) and the Port of Seattle (Port), referred to herein collectively as the Parties.

On November 17, 2020, the Port of Seattle Commission adopted a Proclamation (attached and incorporated herein) and Resolution 3781 amending the Salary and Benefits Policy Directive to add an eleventh paid holiday commemorating Juneteenth (on June 19) for non-represented employees; and

The Port and the Union are parties to a Collective Bargaining Agreement (CBA) that expires on May 31, 2022; and

On May 19, 2021, the Port proposed to the Union that the Parties agree to include Juneteenth as a recognized holiday;

On 5/19/2021, the Union agreed to include Juneteenth as a recognized holiday;

THEREFORE, the Parties agree as follows:

Effective immediately, the Port and the Union agree to amend Article 8.01 of the CBA to include the following additional holiday:

Juneteenth The Port retains the exclusive discretion to designate the date of observance each year.

This Memorandum of Agreement is effective upon signing and shall expire when incorporated into a successor CBA between the Parties.

FOR THE PORT OF SEATTLE

Stephen P. Metruck
Executive Director
Port of Seattle

Date: _____

FOR THE UNION

John Searcy
Secretary-Treasurer
Teamsters Local 117

Date: 5-19-21



PROCLAMATION OF THE PORT OF SEATTLE COMMISSION

WHEREAS, Black lives matter; and

WHEREAS, racial oppression is deeply rooted in our nation's early beginnings — from the mass exploitation of Native American populations to the enslavement of Black Americans — and acknowledging this checkered past is essential to healing and creating a more equitable future; and

WHEREAS, on January 1, 1863, President Lincoln's Emancipation Proclamation declared "that all persons held as slaves...are, and henceforward shall be free"; and

WHEREAS, news and enforcement of the Emancipation Proclamation did not reach Texas until June 19, 1865, two and one half years later – when Major General Gordon Granger, landed at Galveston, Texas with news that the Civil War had ended and that the enslaved were now free; and

WHEREAS, Juneteenth (June 19th) is the oldest nationally celebrated commemoration of the ending of slavery in the United States; and

WHEREAS, in 2003, Port employee Lilyian Caswell-Isley, former Director of Social Responsibility, led the first celebration of Juneteenth at the Port, and through the leadership of Blacks in Government, the Port continues to celebrate Juneteenth annually; and

WHEREAS, the Port of Seattle Commission has a social responsibility to combat systemic racism and racism in all its nefarious forms, and work to contribute to a more equitable and just world; and

WHEREAS, the Century Agenda Goal 5 calls for the Port to "Become a Model for Equity, Diversity and Inclusion;" and

WHEREAS, in 2019 the Port established an Office of Equity, Diversity, and Inclusion to address institutional racism and increase equity, diversity, and inclusion in Port policies, processes, and programs; and

WHEREAS, the official recognition of Juneteenth as a Port Holiday is a significant way that we can celebrate freedom, help create a culture of belonging, and a more equitable, anti-racist Port culture.

NOW, THEREFORE, the Port of Seattle Commission hereby honors and recognizes Juneteenth, the 19th of June each year, as an official Port Holiday for non-represented employees, and one of the many ways we celebrate our rich African-American cultural heritage, acknowledge our history of institutional racism and slavery, demonstrate that Black lives matter, and advance racial equity.

Proclaimed by the Port of Seattle Commission this 17th Day of November, 2020.

Port of Seattle Commission

Peter Steinbrueck
Peter Steinbrueck (Dec 9, 2020 14:31 PST)

[Signature]

Ryan Calkins
Ryan Calkins (Nov 18, 2020 12:59 PST)

Stephanie L. Bowman
Stephanie L. Bowman (Nov 19, 2020 10:04 PST)

Fred Felleman
Fred Felleman (Nov 20, 2020 14:50 PST)

Port of Seattle Commission

MEMORANDUM OF AGREEMENT
by and between
PORT OF SEATTLE
and
TEAMSTERS LOCAL UNION NO. 117
REPRESENTING BUS DRIVERS & PARKING SERVICE REVENUE REPRESENTATIVES

This Memorandum of Agreement (MOA), made effective as of the date of signing, is entered into by and between the Teamsters Local Union No. 117, representing Bus Drivers & Parking Service Revenue Representatives (Union) and the Port of Seattle (Port), referred to herein collectively as the Parties.

On November 17, 2020, the Port of Seattle Commission adopted a Proclamation (attached and incorporated herein) and Resolution 3781 amending the Salary and Benefits Policy Directive to add an eleventh paid holiday commemorating Juneteenth (on June 19) for non-represented employees; and

The Port and the Union are parties to a Collective Bargaining Agreement (CBA) that expires on May 31, 2022; and

On May 19, 2021, the Port proposed to the Union that the Parties agree to include Juneteenth as a recognized holiday;

On 5/19/2021, the Union agreed to include Juneteenth as a recognized holiday;

THEREFORE, the Parties agree as follows:

Effective immediately, the Port and the Union agree to amend Article 8.01 of the CBA to include the following additional holiday:

Juneteenth The Port retains the exclusive discretion to designate the date of observance each year.

This Memorandum of Agreement is effective upon signing and shall expire when incorporated into a successor CBA between the Parties.

FOR THE PORT OF SEATTLE

Stephen P. Metruck
Executive Director
Port of Seattle

Date: _____

FOR THE UNION

John Scearcy
Secretary-Treasurer
Teamsters Local 117

Date: 5-19-21



PROCLAMATION OF THE PORT OF SEATTLE COMMISSION

WHEREAS, Black lives matter; and

WHEREAS, racial oppression is deeply rooted in our nation's early beginnings — from the mass exploitation of Native American populations to the enslavement of Black Americans — and acknowledging this checkered past is essential to healing and creating a more equitable future; and

WHEREAS, on January 1, 1863, President Lincoln's Emancipation Proclamation declared "that all persons held as slaves...are, and henceforward shall be free"; and

WHEREAS, news and enforcement of the Emancipation Proclamation did not reach Texas until June 19, 1865, two and one half years later – when Major General Gordon Granger, landed at Galveston, Texas with news that the Civil War had ended and that the enslaved were now free; and

WHEREAS, Juneteenth (June 19th) is the oldest nationally celebrated commemoration of the ending of slavery in the United States; and

WHEREAS, in 2003, Port employee Lilyian Caswell-Isley, former Director of Social Responsibility, led the first celebration of Juneteenth at the Port, and through the leadership of Blacks in Government, the Port continues to celebrate Juneteenth annually; and

WHEREAS, the Port of Seattle Commission has a social responsibility to combat systemic racism and racism in all its nefarious forms, and work to contribute to a more equitable and just world; and

WHEREAS, the Century Agenda Goal 5 calls for the Port to "Become a Model for Equity, Diversity and Inclusion;" and

WHEREAS, in 2019 the Port established an Office of Equity, Diversity, and Inclusion to address institutional racism and increase equity, diversity, and inclusion in Port policies, processes, and programs; and

WHEREAS, the official recognition of Juneteenth as a Port Holiday is a significant way that we can celebrate freedom, help create a culture of belonging, and a more equitable, anti-racist Port culture.

NOW, THEREFORE, the Port of Seattle Commission hereby honors and recognizes Juneteenth, the 19th of June each year, as an official Port Holiday for non-represented employees, and one of the many ways we celebrate our rich African-American cultural heritage, acknowledge our history of institutional racism and slavery, demonstrate that Black lives matter, and advance racial equity.

Proclaimed by the Port of Seattle Commission this 17th Day of November, 2020.

Port of Seattle Commission

Peter Steinbrueck
Peter Steinbrueck (Dec 9, 2020 14:31 PST)

[Signature]

Ryan Calkins
Ryan Calkins (Nov 18, 2020 12:59 PST)

Stephanie L. Bowman
Stephanie L. Bowman (Nov 19, 2020 10:04 PST)

Fred Felleman
Fred Felleman (Nov 20, 2020 14:50 PST)

Port of Seattle Commission

MEMORANDUM OF AGREEMENT
by and between
PORT OF SEATTLE
and
INTERNATIONAL LONGSHORE and WAREHOUSE UNION, LOCAL NO. 9
Representing
Airfield Operations Specialists; and Senior Operations Controllers

This Memorandum of Agreement (MOA), made effective as of the date of signing, is entered into by and between the International Longshore and Warehouse Union (ILWU), Local No. 9, representing Aviation Operations Personnel (Union) and the Port of Seattle (Port), referred to herein collectively as the Parties.

On November 17, 2020, the Port of Seattle Commission adopted a Proclamation (attached and incorporated herein) and Resolution 3781 amending the Salary and Benefits Policy Directive to add an eleventh paid holiday commemorating Juneteenth (on June 19) for non-represented employees; and

The Port and the Union are parties to a Collective Bargaining Agreement (CBA) that expired on December 31, 2019; and

On May 19, 2021, the Port proposed to the Union that the Parties agree to include Juneteenth as a recognized holiday;

On 05/26/2021, the Union agreed to include Juneteenth as a recognized holiday;

THEREFORE, the Parties agree as follows:

Effective immediately, the Port and the Union agree to amend Article 15 of the CBA to include the following additional holiday:

Juneteenth The Port retains the exclusive discretion to designate the date of observance each year.

This Memorandum of Agreement is effective upon signing and shall expire when incorporated into a successor CBA between the Parties.

FOR THE PORT OF SEATTLE

Stephen P. Metruck
Executive Director
Port of Seattle

Date: _____

FOR THE UNION

Michael Pavelic
Michael Pavelic (May 26, 2021 09:18 PDT)

Title: Business Agent/Sec. Treasurer

Date: 05/26/2021



PROCLAMATION OF THE PORT OF SEATTLE COMMISSION

WHEREAS, Black lives matter; and

WHEREAS, racial oppression is deeply rooted in our nation’s early beginnings — from the mass exploitation of Native American populations to the enslavement of Black Americans — and acknowledging this checkered past is essential to healing and creating a more equitable future; and

WHEREAS, on January 1, 1863, President Lincoln’s Emancipation Proclamation declared “that all persons held as slaves...are, and henceforward shall be free”; and

WHEREAS, news and enforcement of the Emancipation Proclamation did not reach Texas until June 19, 1865, two and one half years later – when Major General Gordon Granger, landed at Galveston, Texas with news that the Civil War had ended and that the enslaved were now free; and

WHEREAS, Juneteenth (June 19th) is the oldest nationally celebrated commemoration of the ending of slavery in the United States; and

WHEREAS, in 2003, Port employee Lilyian Caswell-Isley, former Director of Social Responsibility, led the first celebration of Juneteenth at the Port, and through the leadership of Blacks in Government, the Port continues to celebrate Juneteenth annually; and

WHEREAS, the Port of Seattle Commission has a social responsibility to combat systemic racism and racism in all its nefarious forms, and work to contribute to a more equitable and just world; and

WHEREAS, the Century Agenda Goal 5 calls for the Port to “Become a Model for Equity, Diversity and Inclusion;” and

WHEREAS, in 2019 the Port established an Office of Equity, Diversity, and Inclusion to address institutional racism and increase equity, diversity, and inclusion in Port policies, processes, and programs; and

WHEREAS, the official recognition of Juneteenth as a Port Holiday is a significant way that we can celebrate freedom, help create a culture of belonging, and a more equitable, anti-racist Port culture.

NOW, THEREFORE, the Port of Seattle Commission hereby honors and recognizes Juneteenth, the 19th of June each year, as an official Port Holiday for non-represented employees, and one of the many ways we celebrate our rich African-American cultural heritage, acknowledge our history of institutional racism and slavery, demonstrate that Black lives matter, and advance racial equity.

Proclaimed by the Port of Seattle Commission this 17th Day of November, 2020.

Port of Seattle Commission

Peter Steinbrueck
Peter Steinbrueck (Dec 9, 2020 14:31 PST)

[Signature]

Ryan Calkins
Ryan Calkins (Nov 18, 2020 12:59 PST)

Stephanie L. Bowman
Stephanie L. Bowman (Nov 19, 2020 10:04 PST)

Fred Felleman
Fred Felleman (Nov 20, 2020 14:50 PST)

Port of Seattle Commission

MEMORANDUM OF AGREEMENT CNT

Final Audit Report

2021-05-26

Created:	2021-05-19
By:	Matthew Bullock (bullock.m@portseattle.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAg8wkJPsiYohtdpblY7QcyrGXhbx2H1x1

"MEMORANDUM OF AGREEMENT CNT" History

-  Document created by Matthew Bullock (bullock.m@portseattle.org)
2021-05-19 - 11:00:27 PM GMT- IP address: 98.125.195.209
-  Document emailed to Michael Pavelic (ba@ilwu9.org) for signature
2021-05-19 - 11:02:26 PM GMT
-  Email viewed by Michael Pavelic (ba@ilwu9.org)
2021-05-26 - 4:13:15 PM GMT- IP address: 73.97.1.60
-  Document e-signed by Michael Pavelic (ba@ilwu9.org)
Signature Date: 2021-05-26 - 4:18:03 PM GMT - Time Source: server- IP address: 73.97.1.60
-  Agreement completed.
2021-05-26 - 4:18:03 PM GMT

MEMORANDUM OF AGREEMENT
by and between
PORT OF SEATTLE
and
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 46
REPRESENTING ELECTRONIC TECHNICIANS

This Memorandum of Agreement (MOA), made effective as of the date of signing, is entered into by and between the IBEW Local Union 46 representing Electronic Technicians (Union) and the Port of Seattle (Port), referred to herein collectively as the Parties.

On November 17, 2020, the Port of Seattle Commission adopted a Proclamation (attached and incorporated herein) and Resolution 3781 amending the Salary and Benefits Policy Directive to add an eleventh paid holiday commemorating Juneteenth (on June 19) for non-represented employees; and

The Port and the Union are parties to a Collective Bargaining Agreement (CBA) that expires on May 31, 2023; and

On May 19, 2021, the Port proposed to the Union that the Parties agree to include Juneteenth as a recognized holiday;

On 05/25/2021, the Union agreed to include Juneteenth as a recognized holiday;

THEREFORE, the Parties agree as follows:

Effective immediately, the Port and the Union agree to amend Article 8 of the CBA to include the following additional holiday:

Juneteenth The Port retains the exclusive discretion to designate the date of observance each year.

This Memorandum of Agreement is effective upon signing and shall expire when incorporated into a successor CBA between the Parties.

FOR THE PORT OF SEATTLE

Stephen P. Metruck
Executive Director
Port of Seattle

Date: _____

FOR THE UNION

Erick Lee
Erick Lee (May 25, 2021 16:47 PDT)

Title: Business Rep

Date: 05/25/2021



PROCLAMATION OF THE PORT OF SEATTLE COMMISSION

WHEREAS, Black lives matter; and

WHEREAS, racial oppression is deeply rooted in our nation's early beginnings — from the mass exploitation of Native American populations to the enslavement of Black Americans — and acknowledging this checkered past is essential to healing and creating a more equitable future; and

WHEREAS, on January 1, 1863, President Lincoln's Emancipation Proclamation declared "that all persons held as slaves...are, and henceforward shall be free"; and

WHEREAS, news and enforcement of the Emancipation Proclamation did not reach Texas until June 19, 1865, two and one half years later – when Major General Gordon Granger, landed at Galveston, Texas with news that the Civil War had ended and that the enslaved were now free; and

WHEREAS, Juneteenth (June 19th) is the oldest nationally celebrated commemoration of the ending of slavery in the United States; and

WHEREAS, in 2003, Port employee Lilyian Caswell-Isley, former Director of Social Responsibility, led the first celebration of Juneteenth at the Port, and through the leadership of Blacks in Government, the Port continues to celebrate Juneteenth annually; and

WHEREAS, the Port of Seattle Commission has a social responsibility to combat systemic racism and racism in all its nefarious forms, and work to contribute to a more equitable and just world; and

WHEREAS, the Century Agenda Goal 5 calls for the Port to "Become a Model for Equity, Diversity and Inclusion;" and

WHEREAS, in 2019 the Port established an Office of Equity, Diversity, and Inclusion to address institutional racism and increase equity, diversity, and inclusion in Port policies, processes, and programs; and

WHEREAS, the official recognition of Juneteenth as a Port Holiday is a significant way that we can celebrate freedom, help create a culture of belonging, and a more equitable, anti-racist Port culture.

NOW, THEREFORE, the Port of Seattle Commission hereby honors and recognizes Juneteenth, the 19th of June each year, as an official Port Holiday for non-represented employees, and one of the many ways we celebrate our rich African-American cultural heritage, acknowledge our history of institutional racism and slavery, demonstrate that Black lives matter, and advance racial equity.

Proclaimed by the Port of Seattle Commission this 17th Day of November, 2020.

Port of Seattle Commission

Peter Steinbrueck
Peter Steinbrueck (Dec 9, 2020 14:31 PST)

[Signature]

Ryan Calkins
Ryan Calkins (Nov 18, 2020 12:59 PST)

Stephanie L. Bowman
Stephanie L. Bowman (Nov 19, 2020 10:04 PST)

Fred Felleman
Fred Felleman (Nov 20, 2020 14:50 PST)

Port of Seattle Commission

MEMORANDUM OF AGREEMENT ELT

Final Audit Report

2021-05-25

Created:	2021-05-25
By:	Matthew Bullock (bullock.m@portseattle.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7PJ4jHIKwPZ3ATMTBSjVEJ6hF2CpngP

"MEMORANDUM OF AGREEMENT ELT" History

-  Document created by Matthew Bullock (bullock.m@portseattle.org)
2021-05-25 - 10:32:43 PM GMT- IP address: 98.125.191.113
-  Document emailed to Erick Lee (erick@ibew46.com) for signature
2021-05-25 - 10:34:31 PM GMT
-  Email viewed by Erick Lee (erick@ibew46.com)
2021-05-25 - 10:44:23 PM GMT- IP address: 65.154.18.34
-  Document e-signed by Erick Lee (erick@ibew46.com)
Signature Date: 2021-05-25 - 11:47:49 PM GMT - Time Source: server- IP address: 65.154.18.34
-  Agreement completed.
2021-05-25 - 11:47:49 PM GMT

MEMORANDUM OF AGREEMENT

by and between
PORT OF SEATTLE

and

INTERNATIONAL LONGSHORE and WAREHOUSE UNION, LOCAL NO. 9

Representing

Construction Support Specialists; Construction Support Specialists, Lead; Full Employee Screeners; Senior
Access Controllers; and Senior Access Controllers, Lead

This Memorandum of Agreement (MOA), made effective as of the date of signing, is entered into by and between the International Longshore and Warehouse Union (ILWU), Local No. 9, representing Aviation Security Personnel and the Port of Seattle (Port), referred to herein collectively as the Parties.

On November 17, 2020, the Port of Seattle Commission adopted a Proclamation (attached and incorporated herein) and Resolution 3781 amending the Salary and Benefits Policy Directive to add an eleventh paid holiday commemorating Juneteenth (on June 19) for non-represented employees; and

The Port and the Union are parties to a Collective Bargaining Agreement (CBA) that expired on December 31, 2019; and

On May 19, 2021, the Port proposed to the Union that the Parties agree to include Juneteenth as a recognized holiday;

On 05/20/2021, the Union agreed to include Juneteenth as a recognized holiday;

THEREFORE, the Parties agree as follows:

Effective immediately, the Port and the Union agree to amend Article 15 of the CBA to include the following additional holiday:

Juneteenth The Port retains the exclusive discretion to designate the date of observance each year.

This Memorandum of Agreement is effective upon signing and shall expire when incorporated into a successor CBA between the Parties.

FOR THE PORT OF SEATTLE

Stephen P. Metruck
Executive Director
Port of Seattle

Date: _____

FOR THE UNION

Michael Pavelic
Michael Pavelic (May 20, 2021 16:08 PDT)

Business Agent/Sec. Treasurer
Title: _____

Date: 05/20/2021






MEMORANDUM OF AGREEMENT SEC

Final Audit Report

2021-05-20

Created:	2021-05-19
By:	Matthew Bullock (bullock.m@portseattle.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqm4lfB9_-qQs1Sq8vZ_j2Wcs_Jn69G3w

"MEMORANDUM OF AGREEMENT SEC" History

-  Document created by Matthew Bullock (bullock.m@portseattle.org)
2021-05-19 - 11:03:03 PM GMT- IP address: 98.125.195.209
-  Document emailed to Michael Pavelic (ba@ilwu9.org) for signature
2021-05-19 - 11:04:11 PM GMT
-  Email viewed by Michael Pavelic (ba@ilwu9.org)
2021-05-20 - 5:27:19 PM GMT- IP address: 73.97.1.60
-  Document e-signed by Michael Pavelic (ba@ilwu9.org)
Signature Date: 2021-05-20 - 11:08:17 PM GMT - Time Source: server- IP address: 73.97.96.137
-  Agreement completed.
2021-05-20 - 11:08:17 PM GMT

MEMORANDUM OF AGREEMENT
by and between
PORT OF SEATTLE
and
THE SEATTLE BUILDING AND CONSTRUCTION
TRADES COUNCIL
and its
AFFILIATED LOCALS

This Memorandum of Agreement (MOA), made effective as of the date of signing, is entered into by and between the Seattle Building and Construction Trades Council and its Affiliated Locals (Union) and the Port of Seattle (Port), referred to herein collectively as the Parties.

On November 17, 2020, the Port of Seattle Commission adopted a Proclamation (attached and incorporated herein) and Resolution 3781 amending the Salary and Benefits Policy Directive to add an eleventh paid holiday commemorating Juneteenth (on June 19) for non-represented employees; and

The Port and the Union are parties to a Collective Bargaining Agreement (CBA) that expires on December 31, 2021; and

On May 20, 2021, the Port agreed to include Juneteenth as a recognized holiday;

THEREFORE, the Parties agree as follows:

Effective immediately, the Port and the Union agree to amend Article 16 of the MAA to include the following additional holiday:

Juneteenth The Port retains the exclusive discretion to designate the date of observance each year.

This Memorandum of Agreement is effective upon signing and shall expire when incorporated into a successor CBA between the Parties.

FOR THE PORT OF SEATTLE

Stephen P. Metruck
Executive Director
Port of Seattle

Date: _____

FOR THE UNION

Monty Anderson
Monty Anderson (May 26, 2021 08:33 PDT)

Title: Seattle Building Trades

Date: 05/26/2021



PROCLAMATION OF THE PORT OF SEATTLE COMMISSION

WHEREAS, Black lives matter; and

WHEREAS, racial oppression is deeply rooted in our nation’s early beginnings — from the mass exploitation of Native American populations to the enslavement of Black Americans — and acknowledging this checkered past is essential to healing and creating a more equitable future; and

WHEREAS, on January 1, 1863, President Lincoln’s Emancipation Proclamation declared “that all persons held as slaves...are, and henceforward shall be free”; and

WHEREAS, news and enforcement of the Emancipation Proclamation did not reach Texas until June 19, 1865, two and one half years later – when Major General Gordon Granger, landed at Galveston, Texas with news that the Civil War had ended and that the enslaved were now free; and

WHEREAS, Juneteenth (June 19th) is the oldest nationally celebrated commemoration of the ending of slavery in the United States; and

WHEREAS, in 2003, Port employee Lilyian Caswell-Isley, former Director of Social Responsibility, led the first celebration of Juneteenth at the Port, and through the leadership of Blacks in Government, the Port continues to celebrate Juneteenth annually; and

WHEREAS, the Port of Seattle Commission has a social responsibility to combat systemic racism and racism in all its nefarious forms, and work to contribute to a more equitable and just world; and

WHEREAS, the Century Agenda Goal 5 calls for the Port to “Become a Model for Equity, Diversity and Inclusion;” and

WHEREAS, in 2019 the Port established an Office of Equity, Diversity, and Inclusion to address institutional racism and increase equity, diversity, and inclusion in Port policies, processes, and programs; and

WHEREAS, the official recognition of Juneteenth as a Port Holiday is a significant way that we can celebrate freedom, help create a culture of belonging, and a more equitable, anti-racist Port culture.

NOW, THEREFORE, the Port of Seattle Commission hereby honors and recognizes Juneteenth, the 19th of June each year, as an official Port Holiday for non-represented employees, and one of the many ways we celebrate our rich African-American cultural heritage, acknowledge our history of institutional racism and slavery, demonstrate that Black lives matter, and advance racial equity.

Proclaimed by the Port of Seattle Commission this 17th Day of November, 2020.

Port of Seattle Commission

Peter Steinbrueck
Peter Steinbrueck (Dec 9, 2020 14:31 PST)

[Signature]

Ryan Calkins
Ryan Calkins (Nov 18, 2020 12:59 PST)

Stephanie L. Bowman
Stephanie L. Bowman (Nov 19, 2020 10:04 PST)

Fred Felleman
Fred Felleman (Nov 20, 2020 14:50 PST)

Port of Seattle Commission

MEMORANDUM OF AGREEMENT_MAA






5-26-2021

Final Audit Report

2021-05-26

Created:	2021-05-26
By:	Matthew Bullock (bullock.m@portseattle.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhzOKOZTXZSF0rKT24xD_9f2Yy00vn1zK

"MEMORANDUM OF AGREEMENT_MAA 5-26-2021" History

-  Document created by Matthew Bullock (bullock.m@portseattle.org)
2021-05-26 - 3:29:41 PM GMT- IP address: 98.125.191.113
-  Document emailed to Monty Anderson (monty@seattlebuildingtrades.org) for signature
2021-05-26 - 3:30:47 PM GMT
-  Email viewed by Monty Anderson (monty@seattlebuildingtrades.org)
2021-05-26 - 3:33:10 PM GMT- IP address: 73.225.169.244
-  Document e-signed by Monty Anderson (monty@seattlebuildingtrades.org)
Signature Date: 2021-05-26 - 3:33:47 PM GMT - Time Source: server- IP address: 73.225.169.244
-  Agreement completed.
2021-05-26 - 3:33:47 PM GMT

MEMORANDUM OF AGREEMENT
by and between
PORT OF SEATTLE
and
THE PACIFIC NORTHWEST REGIONAL COUNCIL OF
CARPENTERS

This Memorandum of Agreement (MOA), made effective as of the date of signing, is entered into by and between the Pacific Northwest Regional Council of Carpenters (Union) and the Port of Seattle (Port), referred to herein collectively as the Parties.

On November 17, 2020, the Port of Seattle Commission adopted a Proclamation (attached and incorporated herein) and Resolution 3781 amending the Salary and Benefits Policy Directive to add an eleventh paid holiday commemorating Juneteenth (on June 19) for non-represented employees; and

The Port and the Union are parties to a Collective Bargaining Agreement (CBA) that expires on December 31, 2021; and

On May 18, 2021, the Port proposed to the Union that the Parties agree to include Juneteenth as a recognized holiday;

On 5-19-21, the Union agreed to include Juneteenth as a recognized holiday;

THEREFORE, the Parties agree as follows:

Effective immediately, the Port and the Union agree to amend Article XVII of the CBA to include the following additional holiday:

Juneteenth The Port retains the exclusive discretion to designate the date of observance each year.

This Memorandum of Agreement is effective upon signing and shall expire when incorporated into a successor CBA between the Parties.

FOR THE PORT OF SEATTLE

Stephen P. Metruck
Executive Director
Port of Seattle

Date: _____

FOR THE UNION

Jesse Scott-Kandoll

Jesse Scott-Kandoll (May 19, 2021 07:24 PDT)

Jesse Scott-Kandoll
Contract Administrator
CWA & PLA Contract
Representative

Date: 5-19-21



PROCLAMATION OF THE PORT OF SEATTLE COMMISSION

WHEREAS, Black lives matter; and

WHEREAS, racial oppression is deeply rooted in our nation's early beginnings — from the mass exploitation of Native American populations to the enslavement of Black Americans — and acknowledging this checkered past is essential to healing and creating a more equitable future; and

WHEREAS, on January 1, 1863, President Lincoln's Emancipation Proclamation declared "that all persons held as slaves...are, and henceforward shall be free"; and

WHEREAS, news and enforcement of the Emancipation Proclamation did not reach Texas until June 19, 1865, two and one half years later – when Major General Gordon Granger, landed at Galveston, Texas with news that the Civil War had ended and that the enslaved were now free; and

WHEREAS, Juneteenth (June 19th) is the oldest nationally celebrated commemoration of the ending of slavery in the United States; and

WHEREAS, in 2003, Port employee Lilyian Caswell-Isley, former Director of Social Responsibility, led the first celebration of Juneteenth at the Port, and through the leadership of Blacks in Government, the Port continues to celebrate Juneteenth annually; and

WHEREAS, the Port of Seattle Commission has a social responsibility to combat systemic racism and racism in all its nefarious forms, and work to contribute to a more equitable and just world; and

WHEREAS, the Century Agenda Goal 5 calls for the Port to "Become a Model for Equity, Diversity and Inclusion;" and

WHEREAS, in 2019 the Port established an Office of Equity, Diversity, and Inclusion to address institutional racism and increase equity, diversity, and inclusion in Port policies, processes, and programs; and

WHEREAS, the official recognition of Juneteenth as a Port Holiday is a significant way that we can celebrate freedom, help create a culture of belonging, and a more equitable, anti-racist Port culture.

NOW, THEREFORE, the Port of Seattle Commission hereby honors and recognizes Juneteenth, the 19th of June each year, as an official Port Holiday for non-represented employees, and one of the many ways we celebrate our rich African-American cultural heritage, acknowledge our history of institutional racism and slavery, demonstrate that Black lives matter, and advance racial equity.

Proclaimed by the Port of Seattle Commission this 17th Day of November, 2020.

Port of Seattle Commission

Peter Steinbrueck
Peter Steinbrueck (Dec 9, 2020 14:31 PST)

[Signature]

Ryan Calkins
Ryan Calkins (Nov 18, 2020 12:59 PST)

Stephanie L. Bowman
Stephanie L. Bowman (Nov 19, 2020 10:04 PST)

Fred Felleman
Fred Felleman (Nov 20, 2020 14:50 PST)

Port of Seattle Commission

Signature: Jesse Scott-kandoll
Jesse Scott-kandoll (May 19, 2021 07:35 PDT)

Email: jkandoll@nwcarpenters.org

MEMORANDUM OF AGREEMENT
by and between
PORT OF SEATTLE
and
GENERAL TEAMSTERS LOCAL UNION NO. 174
Affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

This Memorandum of Agreement (MOA), made effective as of the date of signing, is entered into by and between the General Teamsters Local Union No. 174 Affiliated with the International Brotherhood of Teamsters (Union) and the Port of Seattle (Port), referred to herein collectively as the Parties.

On November 17, 2020, the Port of Seattle Commission adopted a Proclamation (attached and incorporated herein) and Resolution 3781 amending the Salary and Benefits Policy Directive to add an eleventh paid holiday commemorating Juneteenth (on June 19) for non-represented employees; and

The Port and the Union are parties to a Collective Bargaining Agreement (CBA) that expires on May 31, 2022; and

On May 19, 2021, the Port proposed to the Union that the Parties agree to include Juneteenth as a recognized holiday;

On _____, the Union agreed to include Juneteenth as a recognized holiday;

THEREFORE, the Parties agree as follows:

Effective immediately, the Port and the Union agree to amend Section 17 of the CBA to include the following additional holiday:

Juneteenth The Port retains the exclusive discretion to designate the date of observance each year.

This Memorandum of Agreement is effective upon signing and shall expire when incorporated into a successor CBA between the Parties.

FOR THE PORT OF SEATTLE

FOR THE UNION

Stephen P. Metruck
Executive Director
Port of Seattle

Rick Hicks
Secretary-Treasurer
General Teamsters Local No. 174
Affiliated with the International
Brotherhood of Teamsters

Date: _____

Date: _____



PROCLAMATION OF THE PORT OF SEATTLE COMMISSION

WHEREAS, Black lives matter; and

WHEREAS, racial oppression is deeply rooted in our nation's early beginnings — from the mass exploitation of Native American populations to the enslavement of Black Americans — and acknowledging this checkered past is essential to healing and creating a more equitable future; and

WHEREAS, on January 1, 1863, President Lincoln's Emancipation Proclamation declared "that all persons held as slaves...are, and henceforward shall be free"; and

WHEREAS, news and enforcement of the Emancipation Proclamation did not reach Texas until June 19, 1865, two and one half years later – when Major General Gordon Granger, landed at Galveston, Texas with news that the Civil War had ended and that the enslaved were now free; and

WHEREAS, Juneteenth (June 19th) is the oldest nationally celebrated commemoration of the ending of slavery in the United States; and

WHEREAS, in 2003, Port employee Lilyian Caswell-Isley, former Director of Social Responsibility, led the first celebration of Juneteenth at the Port, and through the leadership of Blacks in Government, the Port continues to celebrate Juneteenth annually; and

WHEREAS, the Port of Seattle Commission has a social responsibility to combat systemic racism and racism in all its nefarious forms, and work to contribute to a more equitable and just world; and

WHEREAS, the Century Agenda Goal 5 calls for the Port to "Become a Model for Equity, Diversity and Inclusion;" and

WHEREAS, in 2019 the Port established an Office of Equity, Diversity, and Inclusion to address institutional racism and increase equity, diversity, and inclusion in Port policies, processes, and programs; and

WHEREAS, the official recognition of Juneteenth as a Port Holiday is a significant way that we can celebrate freedom, help create a culture of belonging, and a more equitable, anti-racist Port culture.

NOW, THEREFORE, the Port of Seattle Commission hereby honors and recognizes Juneteenth, the 19th of June each year, as an official Port Holiday for non-represented employees, and one of the many ways we celebrate our rich African-American cultural heritage, acknowledge our history of institutional racism and slavery, demonstrate that Black lives matter, and advance racial equity.

Proclaimed by the Port of Seattle Commission this 17th Day of November, 2020.

Port of Seattle Commission

Peter Steinbrueck
Peter Steinbrueck (Dec 9, 2020 14:31 PST)

[Signature]

Ryan Calkins
Ryan Calkins (Nov 18, 2020 12:59 PST)

Stephanie L. Bowman
Stephanie L. Bowman (Nov 19, 2020 10:04 PST)

Fred Felleman
Fred Felleman (Nov 20, 2020 14:50 PST)

Port of Seattle Commission

MEMORANDUM OF AGREEMENT
by and between
PORT OF SEATTLE
and
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
LOCAL UNION 117
REPRESENTING POLICE NON-SWORN SUPERVISORS

This Memorandum of Agreement (MOA), made effective as of the date of signing, is entered into by and between the International Brotherhood of Teamsters, Local 117 (Union), representing Police Non-Sworn Supervisors and the Port of Seattle (Port), referred to herein collectively as the Parties.

On November 17, 2020, the Port of Seattle Commission adopted a Proclamation (attached and incorporated herein) and Resolution 3781 amending the Salary and Benefits Policy Directive to add an eleventh paid holiday commemorating Juneteenth (on June 19) for non-represented employees; and

The Port and the Union are parties to a Collective Bargaining Agreement that expires on December 31, 2021; and

On May 20, 2021, the Port proposed to the Union that the Parties agree to include Juneteenth as a recognized holiday.

On _____, the Union agreed to include Juneteenth as a recognized holiday.

THEREFORE, the Parties agree as follows:

Effective upon ratification and execution between the parties, the Port and the Union agree to amend Article 14, Holidays, of the Collective Bargaining Agreement by adding an additional Port Holiday and thereby increasing the number of pool holiday hours by ten (10) for Communication Supervisors for a total of one-hundred-fifty (150) holiday hours in recognition of Juneteenth holiday.

Juneteenth	The Port retains the exclusive discretion to designate the date of observance each year.
------------	--

This Memorandum of Agreement is effective upon signing and shall expire when incorporated into a successor Collective Bargaining Agreement between the Parties.

FOR THE PORT OF SEATTLE

FOR THE UNION

Stephen P. Metruck
Executive Director
Port of Seattle

John Scearcy
Secretary-Treasurer

Date: _____

Date: _____

MEMORANDUM OF AGREEMENT
by and between
PORT OF SEATTLE
and
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
LOCAL UNION 117
REPRESENTING POLICE/FIRE COMMUNICATION SPECIALISTS (DISPATCHERS)

This Memorandum of Agreement (MOA), made effective as of the date of signing, is entered into by and between the International Brotherhood of Teamsters, Local 117 (Union), representing Police/Fire Communication Specialists (Dispatchers), and the Port of Seattle (Port), referred to herein collectively as the Parties.

On November 17, 2020, the Port of Seattle Commission adopted a Proclamation (attached and incorporated herein) and Resolution 3781 amending the Salary and Benefits Policy Directive to add an eleventh paid holiday commemorating Juneteenth (on June 19) for non-represented employees; and

The Port and the Union are parties to a Collective Bargaining Agreement that expires on December 31, 2021; and

On May 20, 2021, the Port proposed to the Union that the Parties agree to include Juneteenth as a recognized holiday.

On _____, the Union agreed to include Juneteenth as a recognized holiday.

THEREFORE, the Parties agree as follows:

Effective upon ratification and execution between the parties, the Port and the Union agree to amend Article 15, Holidays, of the Collective Bargaining Agreement by adding an additional Port Holiday and thereby increasing the number of pool holiday hours by ten (10) for a total of one-hundred-fifty (150) holiday hours in recognition of Juneteenth holiday.

Juneteenth	The Port retains the exclusive discretion to designate the date of observance each year.
------------	--

This Memorandum of Agreement is effective upon signing and shall expire when incorporated into a successor Collective Bargaining Agreement between the Parties.

FOR THE PORT OF SEATTLE

FOR THE UNION

Stephen P. Metruck
Executive Director
Port of Seattle

John Searcy
Secretary-Treasurer

Date: _____

Date: _____

MEMORANDUM OF AGREEMENT
by and between
PORT OF SEATTLE
and
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
LOCAL UNION 117
REPRESENTING POLICE OFFICERS

This Memorandum of Agreement (MOA), made effective as of the date of signing, is entered into by and between the International Brotherhood of Teamsters, Local 117 (Union), representing Police Officers and the Port of Seattle (Port), referred to herein collectively as the Parties.

On November 17, 2020, the Port of Seattle Commission adopted a Proclamation (attached and incorporated herein) and Resolution 3781 amending the Salary and Benefits Policy Directive to add an eleventh paid holiday commemorating Juneteenth (on June 19) for non-represented employees; and

The Port and the Union are parties to a Collective Bargaining Agreement that expires on December 31, 2021; and

On May 20, 2021, the Port proposed to the Union that the Parties agree to include Juneteenth as a recognized holiday.

On _____, the Union agreed to include Juneteenth as a recognized holiday.

THEREFORE, the Parties agree as follows:

Effective upon ratification and execution between the parties, the Port and the Union agree to amend Article 13, Holidays, of the Collective Bargaining Agreement by increasing the number of pool holiday hours by an additional ten (10) hours for 10 hours shift, twelve (12) hours for 12 hours shift, and twelve and a half (12.5) hours for 12.5 hours shift reflected as follows:

10-hour shift	from 120 to 130 hours
12-hour shift	from 144 to 156 hours
12.5-hour shift	from 150 to 162.50 hours

in recognition of the addition of the Juneteenth holiday, for a total of eleven (11) recognize Port holidays and two (2) floating holidays.

Juneteenth	The Port retains the exclusive discretion to designate the date of observance each year.
------------	--

This Memorandum of Agreement is effective upon signing and shall expire when incorporated into a successor Collective Bargaining Agreement between the Parties.

FOR THE PORT OF SEATTLE

Stephen P. Metruck
Executive Director
Port of Seattle

Date: _____

FOR THE UNION

John Scearcy
Secretary-Treasurer

Date: _____

MEMORANDUM OF AGREEMENT
by and between
PORT OF SEATTLE
and
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
LOCAL UNION 117
REPRESENTING POLICE SERGEANTS

This Memorandum of Agreement (MOA), made effective as of the date of signing, is entered into by and between the International Brotherhood of Teamsters, Local 117 (Union), representing Police Sergeants and the Port of Seattle (Port), referred to herein collectively as the Parties.

On November 17, 2020, the Port of Seattle Commission adopted a Proclamation (attached and incorporated herein) and Resolution 3781 amending the Salary and Benefits Policy Directive to add an eleventh paid holiday commemorating Juneteenth (on June 19) for non-represented employees; and

The Port and the Union are parties to a Collective Bargaining Agreement that expires on December 31, 2021; and

On May 20, 2021, the Port proposed to the Union that the Parties agree to include Juneteenth as a recognized holiday.

On _____, the Union agreed to include Juneteenth as a recognized holiday.

THEREFORE, the Parties agree as follows:

Effective upon ratification and execution between the parties, the Port and the Union agree to amend Article 17, Holidays, of the Collective Bargaining Agreement by increasing the number of pool holiday hours by an additional ten (10) hours for 10 hours shift, ten and a half (10.5) hours for a ten and a half hour shift, twelve (12) hours for 12 hours shift, and twelve and a half (12.5) hours for 12.5 hours shift reflected as follows:

10-hour shift	from 120 to 130 hours
10.5- hour shift	from 126 to 136.5 hours
12-hour shift	from 144 to 156 hours
12.5-hour shift	from 150 to 162.50 hours

in recognition of the addition of the Juneteenth holiday, for a total of eleven (11) recognize Port holidays and two (2) floating holidays.

Juneteenth	The Port retains the exclusive discretion to designate the date of observance each year.
------------	--

This Memorandum of Agreement is effective upon signing and shall expire when incorporated into a successor Collective Bargaining Agreement between the Parties.

FOR THE PORT OF SEATTLE

Stephen P. Metruck
Executive Director
Port of Seattle

Date: _____

FOR THE UNION

John Searcy
Secretary-Treasurer

Date: _____

MEMORANDUM OF AGREEMENT
by and between
PORT OF SEATTLE
and
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
LOCAL UNION 117
REPRESENTING POLICE SPECIALISTS

This Memorandum of Agreement (MOA), made effective as of the date of signing, is entered into by and between the International Brotherhood of Teamsters, Local 117 (Union), representing Police Specialists, and the Port of Seattle (Port), referred to herein collectively as the Parties.

On November 17, 2020, the Port of Seattle Commission adopted a Proclamation (attached and incorporated herein) and Resolution 3781 amending the Salary and Benefits Policy Directive to add an eleventh paid holiday commemorating Juneteenth (on June 19) for non-represented employees; and

The Port and the Union are parties to a Collective Bargaining Agreement that expires on June 30, 2021; and

On May 20, 2021, the Port proposed to the Union that the Parties agree to include Juneteenth as a recognized holiday.

On _____, the Union agreed to include Juneteenth as a recognized holiday.

THEREFORE, the Parties agree as follows:

Effective upon ratification and execution between the parties, the Port and the Union agree to amend Article 14, Holidays, of the Collective Bargaining Agreement to include the following additional holiday:

Juneteenth	The Port retains the exclusive discretion to designate the date of observance each year.
------------	--

This Memorandum of Agreement is effective upon signing and shall expire when incorporated into a successor Collective Bargaining Agreement between the Parties.

FOR THE PORT OF SEATTLE

FOR THE UNION

Stephen P. Metruck
Executive Director
Port of Seattle

John Searcy
Secretary-Treasurer

Date: _____

Date: _____

**COMMISSION
AGENDA MEMORANDUM**

Item No. 8g

ACTION ITEM

Date of Meeting June 8, 2021

DATE : May 4, 2021

TO: Stephen P. Metruck, Executive Director

FROM: Sandra Kilroy, Director, Maritime Environment & Sustainability
Jon Sloan, Senior Manager, Environmental Programs

SUBJECT: Maritime Environmental Management and Compliance IDIQ Service Agreement

Amount of this request: \$0

Total estimated project cost: \$3,500,000.00

ACTION REQUESTED

Request Commission authorization for the Executive Director to execute up to two consulting services indefinite delivery, indefinite quantity (IDIQ) contracts to provide environmental management and compliance support with a total value of \$3,500,000 and a contract ordering period of five years. No funding is associated with this request.

EXECUTIVE SUMMARY

Maritime Environment & Sustainability provides and manages environmental compliance and response for regulated hazardous materials, dangerous waste, underground storage tanks, spills, and stormwater compliance. The Port anticipates the two IDIQ on-call contracts will be of equal value with one award to a qualified Small Business Enterprise (SBE). The sum of the contracts is not to exceed \$3,500,000 over five years. The value of each IDIQ contract for services will not exceed \$1,750,000. The contract will provide services, as needed, to all Maritime and Economic Development division groups, as well as the Northwest Seaport Alliance, if needed.

JUSTIFICATION

Regulatory compliance is managed for ongoing operations and construction projects for the Maritime and Economic Development divisions. Maritime Environmental also develops and implements a coherent and detailed environmental management program designed to help its internal customers and Port tenants maintain and track compliance with environmental regulations to reduce overall environmental impacts from operations. These contracts provide capacity to assess, plan, carry out, and monitor environmental compliance for Port-owned operations and construction projects for all environmental media. The two contracts will cover

Meeting Date: June 8, 2021

work on properties the Port currently owns, owned, or used in the past or properties that could be acquired or used in the future.

Procuring multiple IDIQ service agreements will ensure the Port has the capacity to support capital and operational projects with varying scopes and deadlines. The service agreements will provide access to a wide array of technical disciplines required for ongoing and unforeseen environmental compliance activities. While Port managers are responsible for managing Port compliance, technical services and support provided by contractors will ensure the Port meets ongoing requirements.

Funding for service directives will come separately from either annual operating budgets or individual project authorizations.

Diversity in Contracting

The proposed procurement plans will execute two service agreements. It is estimated that the contracts may require up to 20,000 hours of professional services over a five-year period. The wide array of required specialized services will provide business opportunities for multiple firms to team on this procurement. In coordination with the Diversity in Contracting Department , both contracts will promote Women & Minority Business Enterprise (WMBE) through a WMBE aspirational goal for subcontractors.

DETAILS

This authorization request will replace expiring contracts, allowing Maritime Environment & Sustainability to maintain both capacity and continuity in providing environmental management and compliance services for maritime operations and capital development.

Scope of Work

The primary focus of the present request for proposals is to provide assistance to the Maritime Environment & Sustainability group in seven major task elements. These task elements primarily provide the fieldwork, oversight, and sampling to support compliance construction monitoring, hazardous material compliance, and general on-call incident response to unforeseen environmental incidents.

To a lesser extent, the request for proposals is to provide expertise to the Maritime Environment & Sustainability group in the development and implementation of environmental management initiatives, such as facility environmental auditing, waste minimization efforts, preparation of spill prevention plans, and development of compliance tracking programs for Maritime, Port Construction Services, and Economic Development.

Meeting Date: June 8, 2021

Schedule

The IDIQ service agreements will have a contract ordering period of five years during which service directives may be issued. Each service directive will specify the scope, duration, and schedule associated with the work. This contract ordering period will help enable continuity of environmental management and compliance efforts.

ALTERNATIVES AND IMPLICATIONS CONSIDERED

There is no funding request associated with this authorization. Individual service directives will be executed to authorize the consultant to perform work on the contract pursuant to approved project authorizations and in accordance with the General Delegation of Authority.

Budget Status and Source of Funds

Source of funds will be authorized through annual operations and maintenance budget approved by the Commission or by specific project authorizations. Work elements will be defined by each service directive.

Alternative 1 – Let existing IDIQs expire and instead utilize Port staff

Cost Implications: \$4,195,000

Pros:

- (1) Increases internal continuity of services
- (2) Reduces contracting requirements and expenses
- (3) Less contract management burden on staff

Cons:

- (1) Requires the addition of approximately 3.5 FTE staff to serve over 8 technical disciplines
- (2) Increases costs approximately \$945,000 more over five years relative to the preferred alternative
- (3) Port staff does not have all tools and equipment necessary to perform some of the work
- (4) Staffing costs would remain fixed year-to-year regardless of workload
- (5) Sporadic nature of work requested could create costly delays in service

This is not the recommended alternative.

Alternative 2 – Execute Separate Procurements

Cost Implications: \$3,750,000.00

Executing separate procurements based on scope breakdown would result in a similar contracting capacity with increased monies associated with administrative and procurement efforts.

Pros:

- (1) Flexibility in task delegation through smaller scopes of work
- (2) Increased small business and Small Contractors and Suppliers opportunities

Meeting Date: June 8, 2021

- (3) Increased ability to acquire needed specialized services

Cons:

- (1) Port Staff would be tied to numerous procurements resulting in inefficient use of staff time
- (2) Multiple low dollar contracts with varying end dates creates a management burden to Port staff.
- (3) Level of service to Maritime Environment & Sustainability internal customers would be delayed possibly resulting in non-compliance issues.
- (4) Smaller scopes of work would inhibit growth of Small Business Enterprise and Small Contractors and Suppliers.

This is not the recommended alternative.

Alternative 3 – Execute New IDIQs

Cost Implications: \$3,500,000.00

Pros:

- (1) Allows staff to maximize and manage productivity by strategically optimizing staff-consultant workloads
- (2) Facilitates Small Business Enterprise/Small Contractors and Suppliers (SBE/SCS) participation and growth by awarding a large contract to a qualified SBE/SCS firm
- (3) Provides a multi-disciplinary team to help accomplish unique and time-sensitive work
- (4) Overlap in scope allows for much-needed capacity in emergency situations

Cons:

- (1) Higher administrative costs associated with contract management
- (2) Complexity of managing work distribution between contracts

This is the recommended alternative.

FINANCIAL IMPLICATIONS

None

Annual Budget Status and Source of Funds

None

Financial Analysis and Summary

None

Future Revenues and Expenses (Total cost of ownership)

None

ADDITIONAL BACKGROUND

None

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ATTACHMENTS TO THIS REQUEST

None

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

February 23, 2016 – The Commission authorized two IDIQ service agreements totaling \$3,250,000 for environmental compliance and management services to support the Maritime Division.

December 4, 2012 – The Commission authorized three IDIQ service agreements totaling \$2,250,000 for environmental compliance and management services to support the Seaport division.

November 3, 2009 – The Commission authorized five IDIQ service agreements totaling \$3,750,000 to support environmental compliance and management services to support the Seaport division.

RETURN TO AGENDA

**COMMISSION
AGENDA MEMORANDUM**

Item No. 8h

ACTION ITEM

Date of Meeting June 8, 2021

DATE: May 28, 2021

TO: Stephen P. Metruck, Executive Director

FROM: Laurel Dunphy, Director, Airport Operations
Wayne Grotheer, Director, Aviation Project Management

SUBJECT: North Employee Parking Lot Improvements (C800957)

Amount of this request: \$4,385,000

Total estimated project cost: \$15,400,000

ACTION REQUESTED

Request Commission authorization for the Executive Director to (1) authorize an additional amount of \$980,000 for the design and construction of Phase I, and (2) complete design, (3) utilize Port crews and small works contracts to complete early pavement work, and (4) authorize an additional amount of \$3,405,000, for Phase II of the North Employee Parking Lot Improvements project at Seattle-Tacoma International Airport. This request is in the amount of \$4,385,000, for a total authorization in the amount of \$5,000,000.

EXECUTIVE SUMMARY

The North Employee Parking Lot (NEPL) Improvements project is being conducted in 2 phases and provides upgrades and replacement to failing infrastructure at the existing employee parking facility. NEPL project Phase I consists of improvements to the bus shelters and electric vehicle parking stations to support operations in existing infrastructure, which has been in use for over 23 years. Phase II of the project includes pavement restoration, an assessment of electric vehicle parking expansion and replacement of failing storm water channel drains, water lines, and an approximately 1,400-foot rockery retaining wall. The total project cost estimate has increased from \$6,635,000 to \$15,400,000 primarily due to scope additions for failing infrastructure and costs associated with schedule delays. The authorization for construction of Phase II is not included in this request. Staff will return for Commission consideration separately at a later date.

JUSTIFICATION

This project supports the Century Agenda goals to advance this region as a leading tourism destination and business gateway and to be the greenest and most energy-efficient port in North America. The NEPL was placed into service in August 1998 and provides employee parking for Airport tenants, service providers, and airline employees. After 23 years of use, the NEPL requires improvements to ensure the continued use of this facility, as well as improve environmental

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compliance, and increase customer satisfaction. The project will also expand electric vehicle parking as allowed by current infrastructure and assess further expansion.

Diversity in Contracting

The project team is working with the Diversity in Contracting Department to determine participation opportunities and will set appropriate aspirational goals for women and minority business enterprises (WMBE) participation for the construction contracts. The design contract includes an aspirational goal of seven percent for WMBE participation.

DETAILS

The NEPL provides 4,122 employee parking spaces for Airport tenants, service providers, and airline employees. A total of 11,170 monthly parking permits have been issued for the use of this facility out of an available 12,000 monthly parking permits. Airport Operations provides a 24/7 transit connection to the Main Terminal that currently operates on a ten-minute headway.

Port Commission authorized Phase I design and construction on October 9, 2018 and the project had completed 60% design before being deferred last year. Phase I of the NEPL Improvements project is comprised of a minor remodel of the bus shelters, upgrades to restrooms compliant with the current Americans with Disabilities Act requirements, and will establish a permanent space to support the busing operations, which will include the installation of Wi-Fi. The NEPL project Phase I also expands the available electric vehicle parking from 12 existing stalls to 14 stalls. Primarily due to requirements driven by codes and standards and costs associated with the schedule delay, the Phase I estimate increased from \$615,000 to \$1,595,000 for this project. Additionally, NEPL Phase I and Phase II improvements were separated into their own individual projects and an estimate error occurred, which did not account for the cost of contractor general conditions, estimated in the amount of \$444,000.

Phase II of the NEPL Improvements project will replace the failing asphalt concrete pavement along the bus pathway and repair limited identified areas of pavement distress. The entire parking lot will be seal coated to extend the useful life of the pavement in the parking areas. In addition, the project scope has increased to include the replacement of failing storm water channel drains, water line, and a rockery retaining wall. Mainly, due to the addition of project scope to replace failing infrastructure, standards, additional contingency to cover project risks, and costs associated with the schedule delay, the cost estimate has increased from \$6,020,000 to \$13,805,000 for Phase II. Details of the cost increase can be found in the attached presentation.

Phase II of the NEPL Improvements project will also incorporate a small works contract that will seal coat a portion of the parking area during summer 2021. Due to the current decrease in overall airport activity levels there is an opportunity to complete this work and minimize the impacts to Airport employees from the larger construction effort. This early pavement work also reduces the overall construction schedule and budget for the larger construction effort.

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In support of the Environmental Sustainability Framework, this project will also assess the amount and type of electric vehicle parking station that should be provided. Phase I of this project completes the installation of two additional electric vehicle charging stations utilizing existing infrastructure for a total of 14 charging stations in NEPL. Additional infrastructure improvements are required to further expand electric vehicle charging. Therefore, Phase II of this project will assess the overall requirements and expansion of the existing infrastructure as part of the schematic design effort. Currently, the project scope does not include an expansion of existing electrical infrastructure or additional charging equipment to support further expansion of electric vehicle parking.

Scope of Work

Phase I of the project includes:

- Upgrade and refresh of existing bus shelters including operational areas, restrooms, and associated accessibility improvements
- Replacement of a failed perimeter gate
- Update of existing entry monument site to meet code requirements
- Installation of two additional electric vehicle charging stations

Phase II of the project includes:

- Replacement of failed asphalt with concrete pavement in the bus pathway, asphalt restoration and seal coating in parking areas, restriping and numbering of all vehicle stalls, fire and bus lanes, pedestrian walkway, and updating signage.
- Replacement of one 3" water line providing domestic water service to all three bus shelters.
- Replacement of failing storm water channel drains with heavy duty channel drains along the bus pathway.
- Replacement of failing rockery retaining wall on the northside of the parking lot.

Schedule***Activity***

Phase I Construction start	2022 Q1
Phase I In-use date	2022 Q3
Phase II Design start	2021 Q2
Phase II Commission construction authorization	2022 Q1
Phase II Construction start	2022 Q2
Phase II In-use date	2023 Q3

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Cost Breakdown

This Request

Total Project

Phase I Design	\$392,000	\$706,000
Phase I Construction	\$588,000	\$889,000
Phase II Design	\$3,051,000	\$3,051,000
Phase II Construction	\$354,000	\$354,000
Total	\$4,385,000	\$5,000,000

ALTERNATIVES AND IMPLICATIONS CONSIDERED**Alternative 1** – Only Phase I of the project is completedCost Implications: \$1,595,000Pros:

- (1) Bus shelter improvements would be completed in support of operational requirements
- (2) Capital costs are minimized

Cons:

- (1) Maintenance costs for failing areas of the parking lot (pavement, water line, channel drains, rockery retaining wall) would continue to escalate
- (2) Continuing degradation to Port assets and risk of complete failure

This is not the recommended alternative.

Alternative 2 – Complete Phase I, and complete pavement preservation only for Phase IICost Implications: \$8,200,000Pros:

- (1) Bus shelter improvements would be completed in support of operational requirements.
- (2) Pavement in the bus pathway and parking areas are renewed to support continuing operations
- (3) Capital costs are reduced

Cons:

- (1) Maintenance costs for failing areas of the parking lot (water line, channel drains, rockery retaining wall) will continue to escalate
- (2) Continuing degradation to Port assets and risk of complete failure.
- (3) Significant construction phasing will be required to minimize impact to the customers lengthening the schedule and increasing costs.
- (4) Potential loss of public parking revenue at the Main Garage to provide employee overflow parking during construction

This is not the recommended alternative.

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Alternative 3 – Complete Phase I and all of Phase IICost Implications: \$15,400,000Pros:

- (1) Bus shelter improvements would be completed in support of operational requirements.
- (2) Extends the life of Port assets through pavement renewal and replacement of failing infrastructure.
- (3) Reduces on-going facility maintenance requirements therefore reducing long term costs to the Port.

Cons:

- (1) Significant construction phasing will be required to minimize impact to the customers, lengthening the schedule and increasing costs.
- (2) Potential loss of public parking revenue at the Main Garage to provide employee overflow parking during construction.

This is the recommended alternative.**FINANCIAL IMPLICATIONS*****Cost Estimate/Authorization Summary***

	Capital	Expense	Total
COST ESTIMATE			
Original estimate	\$6,635,000	\$0	\$6,635,000
Current change	\$8,692,000	\$73,000	\$8,765,000
Revised estimate	\$15,327,000	\$73,000	\$15,400,000
Art (Transfer to Art CIP, Phase 1 Only)	(\$16,000)	\$0	(\$16,000)
Revised Total	\$15,311,000	\$73,000	\$15,384,000
AUTHORIZATION			
Previous authorizations	\$615,000	\$0	\$615,000
Current request for authorization	\$4,385,000	\$0	\$4,385,000
Total authorizations, including this request	\$5,000,000	\$0	\$5,000,000
Remaining amount to be authorized	\$10,311,000	\$73,000	\$10,384,000

Annual Budget Status and Source of Funds

This project, CIP C800957, was included in the 2021-2025 capital budget and plan of finance with a total budget of \$6,635,000. A budget increase of \$8,765,000 was transferred from the Non-Aeronautical Reserve CIP (C800754) resulting in zero net change to the Aviation capital budget. \$16,000 will be transferred into the Art Pool (C102066) pending this request. The funding source will be the Airport Development Fund (ADF) and revenue bonds. The incremental impact to Employee Parking Card rate between \$0.10 to \$10.40 in 2022-2024.

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Financial Analysis and Summary

Project cost for analysis	\$15,400,000
Business Unit (BU)	Employee Parking
Effect on business performance (NOI after depreciation)	NOI after depreciation will decrease due to inclusion of capital (and operating) cost.
IRR/NPV (if relevant)	Incremental employee parking card rate between \$0.10 to \$10.40 in 2022-2024
CPE Impact	N/A

Future Revenues and Expenses (Total cost of ownership)

This project will reduce long-term operating and maintenance costs for the facility by replacing failing infrastructure.

ATTACHMENTS TO THIS REQUEST

- (1) Presentation slides

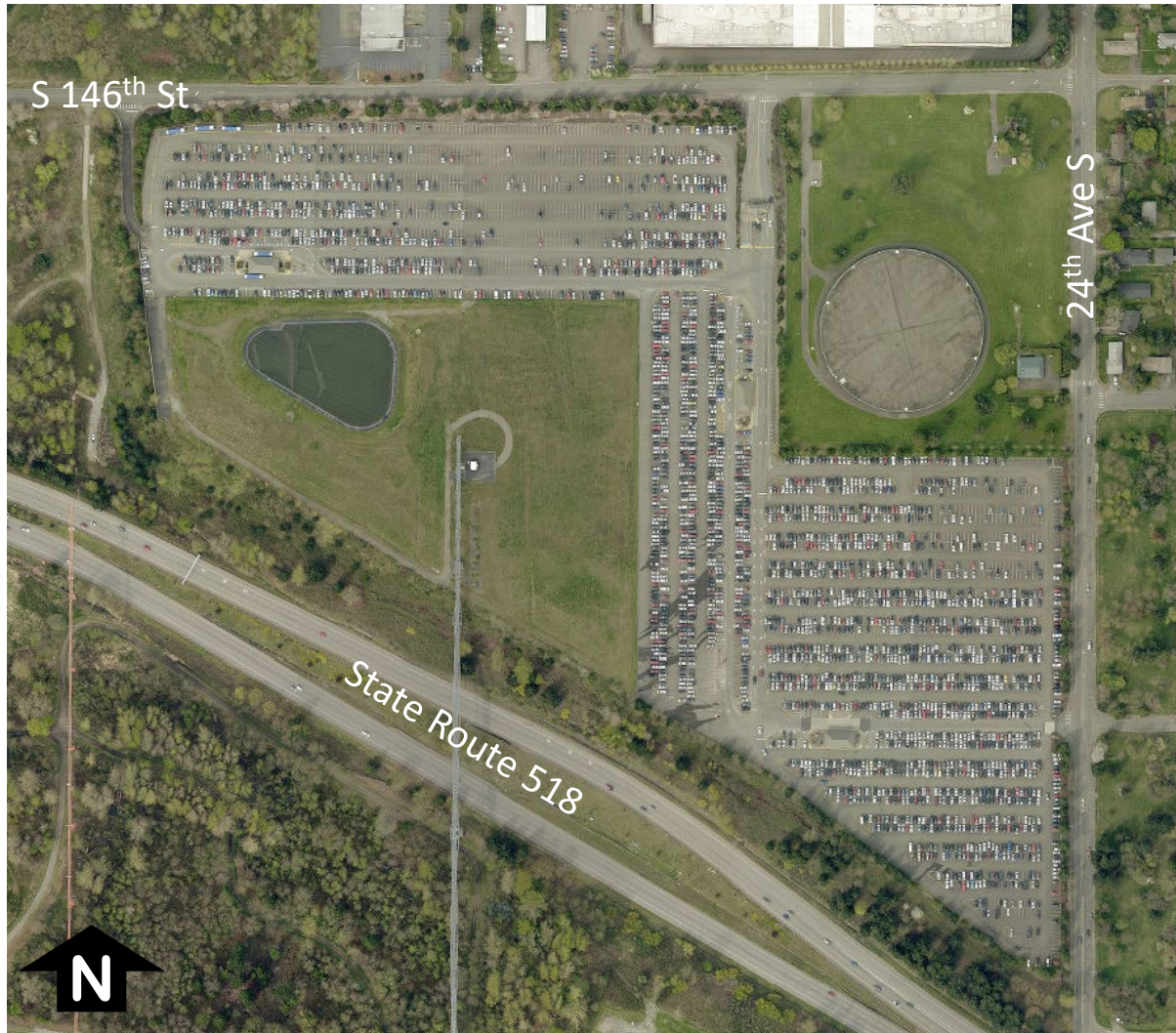
PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

October 9, 2018 – The Commission authorized Design and Construction for Phase I of the NEPL Improvements project

North Employee Parking Lot Improvements

Design Authorization

Project Location



North Employee Parking Lot (NEPL)

- Parking for airport employees
- 4,122 parking stalls
- 11,170 parking permits (maximum 12,000)

Project Purpose

Purpose:

Extend the life of the North Employee Parking Lot and improve customer service and operational support.

Phasing:

- Phase I: Improvements to the Bus Shelters and limited site features
- Phase II: Improvements to the parking areas including pavement, signage, and underlying infrastructure

Project Scope – Phase I

- Remodel of Bus Shelters (restrooms and interiors)
- Permanent operational support area in Shelter 1 (including Wi-Fi)
- Code required monument sign modifications
- Replacement of vehicle gate
- Expansion of electric vehicle parking utilizing existing infrastructure



Project Scope – Phase II

- Pavement and signage renewal
- Replace failing water main
- Replace failing storm water channel drains
- Replace failing rockery retaining wall
- Assessment of expansion of electric vehicle parking*



*additional budget will be required to support expansion of existing infrastructure and additional charging stations

Project Budget – Phase I

Commission authorization for design and construction October 2018

Original Budget: \$615,000

Revised Budget: \$1,595,000

Budget increase due to:

- Cost estimate error for General Conditions (\$444,000)
- Port Standards/Accessibility Requirements (\$166,000)
- Wi-Fi Discretionary Change (\$61,000)
- Stop/Restart COVID-19 Delay (\$309,000)

Project Schedule – Phase I

Key Schedule Milestones:

- Design Start: May 2019
- Design Delayed: June 2020
- Design Restarted: January 2021
- Construction Start: Q1 2022
- In-Use Date: Q3 2022

Project Budget – Phase II

Original Budget: \$6,020,000

Revised Budget: \$13,805,000

Budget increase due to:

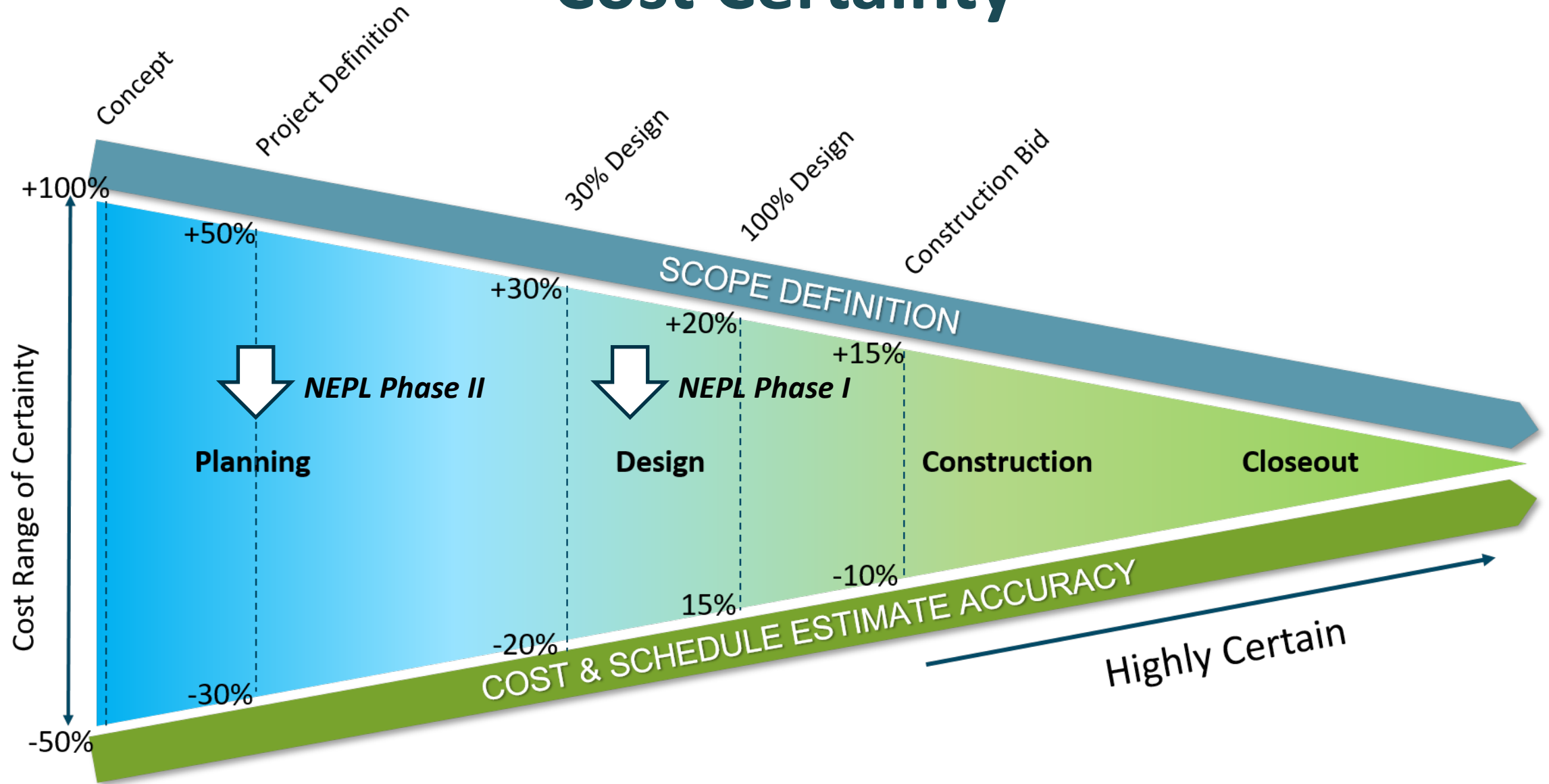
- Scope additions to replace failing infrastructure
 - Retaining Wall (\$2,403,000)
 - Water Line (\$2,156,000)
 - Stormwater Drains (\$251,000)
- Port Standards (\$1,168,000)
- COVID-19 Delay (\$794,000)
- Additional Risks (\$633,000)
- Additional Soft Costs (\$380,000)

Project Schedule – Phase II

Key Schedule Milestones:

- Design Start: June 2021
- Early Work: Q3 2021
- Construction Start: Q2 2022
- In-Use Date: Q3 2023

Cost Certainty



Lessons Learned from other Projects

Past Lesson Learned	Project Application
Guide specification calls for Engineer to provide direction on tack coat application for pavement overlay	Guide specification will be revised to require tack coat application for pavement overlay
Access for landscape maintenance is problematic on steep slopes	Consider maintenance access as part of replacement retaining wall design
Project Manager planned additional project contingency to support risk of substandard pavement section in bus area	Determine potential for substandard pavement section during design and consider additional project contingency to support construction phase
Asphalt pavement section at bus stops does not support employee parking busing operation	Aviation to update standards requiring a Portland cement concrete pavement section at bus stops
Asphalt pavement section at bus stops does not support employee parking busing operation	Aviation to update standards requiring a Portland cement concrete pavement section at bus stops

Project Risks – Phases I and II

Risk	Description	Probability	Impact	Mitigation Plan
Compliance issues	Restroom revisions to support accessibility compliance may be more costly	H	M	Considering non-gender specific and accessibility compliant restroom
Regulatory issues	Regulatory requirements increase costs (e.g., code required conductor removal)	M	M	PM working with designer to determine scope and cost impacts
Construction Bid	Cost of acquiring contractors in a competitive construction environment (anticipated in 2022)	L	M	Project will be bid as a unit price contract to reduce contractor risk
Additional Failure	Rockery retaining wall will continue to fail prior to construction	M	L	Place barriers in places of failure; monitor wall condition

[RETURN TO AGENDA](#)

**COMMISSION
AGENDA MEMORANDUM**

Item No. 10a

ACTION ITEM

Date of Meeting June 8, 2021

DATE : June 2, 2021

TO: Stephen P. Metruck, Executive Director

FROM: Stephanie Jones Stebbins, Managing Director, Maritime
Michael McLaughlin, Director Cruise Operations & Maritime Marketing
Marie Ellingson, Cruise Operations & Business Development Manager

SUBJECT: Port Agreements Under Center for Disease Control's Framework for Conditional Sailing Order

Amount of this request: \$0

Total estimated project cost: \$0

ACTION REQUESTED

Request Commission authorization for the Executive Director to finalize and sign Port Agreements under CDC's Framework for Conditional Sailing Order, and amend leases relating to Port cruise facilities to incorporate such Port Agreements.

EXECUTIVE SUMMARY

Since the CDC issued its Conditional Sailing Order guidelines, Port staff have been working diligently with cruise lines intending to sail this season as well as state and local health departments. Our efforts are focused on fulfilling the Port's commitment to protect the health and safety of the community, cruise passengers, crew and others associated with the cruise operations.

These Port Agreements will generally cover protections to prevent the spread of COVID onto the vessels and also into the community. However, in the event of an on-board infection does occur, the agreements require pre-planning measures to address such an outbreak. More specifically the agreements will cover actions by the cruise line to provide transportation, quarantine and hospitalization of affected crew and passengers. The agreements also will detail the port's responsibilities, which will include the duties of our Cruise Terminal Manager (CTA).

We are aiming to complete these agreements shortly after June 8, in order to permit the first sailings of Cruise ships in July.

As summary of the elements required in the agreement are provided below.

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JUSTIFICATION

CDC Requirements

As defined in CDC's Framework for Conditional Sailing Order, for a Cruise line to begin sailing with passengers from a U.S. Port, each ship intending to sail must receive from CDC a Certificate of Conditional Sailing. For the cruise lines to receive this certificate, a Port Agreement with the Port and local health authorities is required prior to sailing with passengers.

Port Staff is working towards a template agreement that will be substantially similar across Cruise lines, although each Cruise Line would have a separate Port Agreement. These agreements will be signed by:

- Cruise Line Operator
- Port of Seattle
- State Department of Health and Public Health – Seattle & King County

These agreements will include and cover the following elements

- Cruise Ship Line protocols for the following
 - Embarkation Procedures –Restricted Passenger Voyages;
 - Procedures for Day of Embarkation Screening;
 - Emergency Response Plans;
 - Protocols for Contacting Emergency Medical Services (Non COVID-19 Related);
 - Protocols that Avoid Medical Evacuations at Sea;
 - Disembarkation Procedures in Event of COVID-19 Outbreak;
 - Procedures to Avoid Congregation of Embarking and Disembarking Travelers;
 - Procedures for Informing Port personnel who interact with travelers of COVID-19 Risks;
 - Procedures for Routine Testing and Symptom Monitoring of vessel crew, passengers and terminal personal who are expected to interact with travelers;
 - Procedures for Routine and Outbreak-Level Cleaning for Gathering Areas and Transportation Vehicles; and
 - Reporting Requirements of COVID-19 Cases During Voyages
- Cruise Ship Lines contractual arrangements with:
 - lodging facilities,
 - medical service providers, and
 - medical transportation service providers
- Cruise Ship Vaccinations Strategy
- Approved Ships and Capacity
- Cleaning sanitation requirements for Cruise Terminal

Background and full details of what is required in Port Agreements is presented in the CDC's [Technical Instructions for a Cruise Ship Operator's Agreement with Port and Local Health Authorities under CDC's Framework for Conditional Sailing Order.](#)

Meeting Date: June 8, 2021

Diversity in Contracting

Not Applicable.

FINANCIAL IMPLICATIONS These agreements are necessary for Cruise Ships to call in Seattle in 2021. While there remains uncertainty, at this time our forecasted budget revenue for the year is \$8.5M. This is a realistic, if not conservative, estimate. These agreements are necessary to realize that revenue.

ATTACHMENTS TO THIS REQUEST

1. Checklist for Port and Local Health Authorities

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

None

Checklist for Port and Local Health Authorities: Cruise Ship Operator Agreements

Checklist for Port and Local Health Authorities: Cruise Ship Operator Agreements under CDC's Framework for Conditional Sailing Order (CSO)



Background

This checklist is intended to assist U.S. port and local health authorities in their deliberations with cruise ship operators seeking to enter into agreements with port and local health authorities with jurisdiction where a ship intends to dock or make port during one or more simulated voyages and commence restricted passenger voyages under CDC's [Framework for Conditional Sailing Order](#) (CSO).

As required under the CSO, a cruise ship operator's agreement with U.S. port authorities and local health authorities must include the following elements: (1) a port component (including a vaccination component) between the cruise ship operator and port authority to determine the number of cruise ships operating out of any single port in order to not overburden the public health response resources of any single jurisdiction in the event of a COVID-19 outbreak; (2) a medical care component between the cruise ship operator and health care entities, addressing evacuation and medical transport to onshore hospitals for passengers and crew in need of medical care, in accordance with CDC technical instructions and orders; and (3) a housing component between the cruise ship operator and one or more shoreside facilities for isolation and quarantine of passengers or crew members with COVID-19 and close contacts, identified from the day of embarkation through disembarkation for each voyage.

This checklist is not intended as, and does not constitute, a comprehensive statement regarding a cruise ship operator's duties and obligations under the CSO. This checklist reflects CDC's reasoned judgement based on the best available current science regarding the subject areas covered in this document. U.S. port, and local public health authorities should carefully consider each item within this checklist in developing their own jurisdiction's health and safety protocols.

In deliberating with cruise ship operators, U.S. port and local health authorities consistent with their own jurisdiction's legal authorities, needs, and local considerations may impose additional requirements that reflect a higher level of public health protection than in this checklist and do not otherwise conflict with CDC's exercise of federal authority. Additionally, U.S. port authorities and local health authorities should take into consideration CDC's [Interim Public Health Recommendations for Fully Vaccinated People](#). For purposes of these instructions, CDC considers cruise ships to constitute a residential congregate setting.

For the purpose of this checklist, and the Technical Instructions for a Cruise Ship Operator's Agreement with Port and Local Health Authorities under CDC's Framework for Conditional Sailing Order only, the following definitions apply:

- "[local health authorities](#)" refers to all health departments responsible for implementing state, territorial, and local laws relating to public health (e.g., city, county, territorial, and/or state health departments) and exercising jurisdiction over the U.S. port where the cruise ship operator intends to conduct one or more simulated voyages and commence restricted passenger operations.
- "U.S. port authorities" refers to officials responsible for exercising oversight and control over the U.S. port where the cruise ship operator intends to conduct one or more simulated voyages and commence restricted passenger operations.

Cruise Ship Operator and Ship Information

Name of Cruise Ship Operator:

Name of Cruise Ship(s):

Port of Embarkation/Debarcation:

Checklist for Port and Local Health Authorities: Cruise Ship Operator Agreements

General Terms and Conditions

1.	<input type="checkbox"/>	Includes contact information for all parties to the agreement, including the cruise ship operator, U.S. port authority where the cruise ship operator intends to conduct one or more simulated voyages and commence restricted passenger operations, and all health departments exercising jurisdiction over the port. The signatories to the agreement must include the following:
	<input type="checkbox"/>	a) The cruise ship operator's responsible officials, meaning the Chief Executive Officer (or equivalent) of the operating cruise company and all parent companies, the Chief Compliance Officer (or equivalent) of the operating cruise company and all parent companies, and the highest-ranking Medical Officer of the operating cruise company and all parent companies.
	<input type="checkbox"/>	b) The highest-ranking officials for all relevant local public health authorities, except that such officials may delegate at their own discretion.
	<input type="checkbox"/>	c) The U.S. port authority's highest-ranking official. This individual will typically be designated as the Port Director/Chief Executive Officer.
2.	<input type="checkbox"/>	Lists the cruise ship operator's ships covered by the terms of the agreement. Only those cruise ships specifically listed by name in the agreement are covered by its terms.
3.	<input type="checkbox"/>	Includes total number of ships (including maximum number of travelers [passengers and crew]) permitted to operate, make port, embark, or disembark. The parties to the agreement should jointly consider the number of ships (including maximum number of travelers [passengers and crew]) that can safely operate, make port, embark, or disembark at any one time without exceeding the ability of local public health, port authority, hospital, and other emergency response personnel to respond to an onboard outbreak of COVID-19.
	<input type="checkbox"/>	a) Includes a brief explanation of the factors relied upon by all parties in determining these numbers, including the potential for COVID-19 variants, which could undermine vaccine efficacy.
4.	<input type="checkbox"/>	Specifies the following: <ul style="list-style-type: none"> • number of ships that will be permitted to make port, embark, and disembark, • hours of the day and days of the week during which these activities will occur, and • maximum number of travelers permitted during those hours and on those days.
5.	<input type="checkbox"/>	Includes a clause maintaining the right of the parties to the agreement to modify, amend, or rescind the agreement. The parties should also maintain the right to temporarily suspend or rescind an agreement if resources in the local community (e.g., local public health, port authorities, hospital, or emergency response personnel) become insufficient to adequately respond to an onboard outbreak of COVID-19 on a cruise ship.
6.	<input type="checkbox"/>	Includes a plan to monitor and enforce compliance with the agreement.
7.	<input type="checkbox"/>	Includes requirements for reporting of cases identified during a voyage to the local health authorities, including thresholds for reporting, timelines, reporting mechanisms, and points of contact. Such reporting requirements, if any, should be incorporated into the agreement and may be in addition to, but not replace, CDC-mandated reporting by cruise ship operators.

Vaccination Components

Checklist for Port and Local Health Authorities: Cruise Ship Operator Agreements

1.	<input type="checkbox"/>	Includes a plan and timeline for vaccination of cruise ship crew prior to resuming passenger operations. Due to the international representation of cruise travelers, cruise operators must use either FDA-authorized vaccines or a vaccine product that has received emergency use listing from the World Health Organization (WHO).
2.		The vaccination component of the agreement must also include:
	<input type="checkbox"/>	a) Presentation of proposals regarding how the cruise ship operator intends to incorporate vaccination strategies to maximally protect passengers and crew from introduction, amplification, and spread of COVID-19 in the maritime environment and land-based communities.
	<input type="checkbox"/>	b) Designation of a cruise ship operator vaccine coordinator to oversee implementation and maintenance.
	<input type="checkbox"/>	c) Processes for vaccination of crew currently onboard as well as newly embarking crew, including reporting side effects to appropriate public health agency.
	<input type="checkbox"/>	d) Education component for port personnel and travelers about the importance of getting the COVID-19 vaccine.
	<input type="checkbox"/>	e) Processes for vaccination of port personnel who are expected to interact with travelers.
Port Components		
1.	<input type="checkbox"/>	Specifies embarkation procedures that the cruise ship operator intends to use during simulated voyages and restricted passenger voyages. These embarkation procedures must be designed insofar as possible to minimize contact between travelers and port personnel. CDC may request that the parties modify or amend the agreement to reflect changes to embarkation procedures based on “lessons learned” from the cruise ship operator’s simulated voyage(s) as described in the after-action report for each voyage.
2.	<input type="checkbox"/>	Specifies procedures for day-of-embarkation screening for signs and symptoms of COVID-19 , laboratory testing of travelers, including testing locations and management of individuals who test positive and their close contacts.
3.	<input type="checkbox"/>	Includes emergency response plans in the event of a “worst case” scenario of multiple ships’ experiencing simultaneous outbreaks of COVID-19. If the port authority intends to allow more than one cruise ship operator to operate at its port facilities, then the port authority and local public health authorities should jointly consider emergency response plans involving a “worst case” scenario of multiple ships from multiple cruise ship operators experiencing simultaneous outbreaks of COVID-19.
4.	<input type="checkbox"/>	Includes clear protocols for contacting emergency medical services while at port for exigent circumstances not covered by the hospital component of the agreement (e.g., a medical emergency not related to COVID-19, such as a heart attack).
5.	<input type="checkbox"/>	Includes clear protocols that avoid medical evacuations at sea to the greatest extent possible for both COVID-19 and non-COVID-19 related medical reasons. Protocols rely on commercial resources (e.g., ship tender, chartered standby vessel, chartered airlift) for unavoidable medical evacuation at sea and are designed to minimize the burden to the greatest extent possible on Federal, State, and Local government resources, including U.S. Coast Guard resources. All medical evacuations at sea must be coordinated with the U.S. Coast Guard.
6.	<input type="checkbox"/>	Specifies disembarkation procedures that will be implemented in the event of an outbreak of COVID-19, and that the cruise ship operator intends to use during simulated

Checklist for Port and Local Health Authorities: Cruise Ship Operator Agreements

		voyages and restricted passenger voyages. CDC may request that the parties modify or amend the agreement to reflect changes to disembarkation procedures based on “lessons learned” from the cruise ship operator’s simulated voyage(s) as described in the after-action report for each voyage.
7.		Specifies procedures to:
	<input type="checkbox"/>	a) Avoid congregating of embarking and disembarking travelers (passengers and/or crew).
	<input type="checkbox"/>	b) Ensure disembarking and embarking travelers (from the same ship but different voyages) do not occupy the same enclosed or semi-enclosed areas (e.g., gangways, terminal waiting spaces, check-in areas) within the same 12-hour period.
	<input type="checkbox"/>	c) Ensure disembarking and embarking travelers from different ships do not occupy the same enclosed or semi-enclosed areas (e.g., gangways, terminal waiting spaces, check-in areas) within the same 12-hour period.
8.	<input type="checkbox"/>	Includes procedures for informing port personnel who are expected to interact with travelers (passengers and/or crew) of the risks of COVID-19 and how to prevent exposure .
9.		Considers incorporating specific procedures for routine testing and symptom monitoring of port personnel who are expected to interact with travelers (passengers and/or crew). Additionally, employers should encourage employees to get the COVID-19 vaccine when eligible and the vaccine is available. This includes but is not limited to the following personnel:
	<input type="checkbox"/>	a) Port agents/greeters
	<input type="checkbox"/>	b) Security personnel
	<input type="checkbox"/>	c) Transportation staff
	<input type="checkbox"/>	d) Baggage handlers
	<input type="checkbox"/>	e) Check-in staff
	<input type="checkbox"/>	f) Cleaners/janitorial staff
	<input type="checkbox"/>	g) Longshoremen
	<input type="checkbox"/>	h) Maritime pilots
10.	<input type="checkbox"/>	Includes routine and outbreak-level cleaning procedures for areas where travelers are reasonably expected to gather or otherwise make use of, including terminals and restrooms. In addition, includes routine and outbreak-level cleaning procedures for transportation vehicles under a cruise lines’ control (e.g., buses, shuttle vans). For more information about cleaning and disinfection, please refer to CDC’s Detailed Disinfecting Guidance for Facilities and Cleaning and Disinfection for Non-emergency Transport Vehicles .
		a) It is recommended that commercial transportation companies/drivers be provided with information on cleaning procedures (taxi, ride share services, parking lot shuttle vans). For this industry, please refer to CDC’s COVID-19 webpage for Specific Industries .

Medical Care Components

Checklist for Port and Local Health Authorities: Cruise Ship Operator Agreements

1.	<input type="checkbox"/>	Includes documentation of contractual arrangements to provide for the emergency medical transportation of critically ill persons with suspected or confirmed COVID-19 from the ship to a shoreside medical facility in such a manner as to minimize potential for exposure.
2.	<input type="checkbox"/>	Includes documentation of contractual arrangements with a shoreside medical facility or healthcare system or multiple shoreside medical facilities or healthcare systems with redundant capacities to ensure that travelers receive appropriate clinical evaluation, including testing, and medical care when needed.
	<input type="checkbox"/>	<p>a) This requirement is to reduce the need to divert patients to other medical facilities or healthcare systems that do not have such a contractual arrangement with the cruise ship operator.</p> <p>b) If the cruise ship operator intends to rely on the services of a single medical facility or healthcare system, it must document that it has made contractual arrangements with a second medical facility or healthcare system if its primary medical facility or healthcare system is unable to accept additional patients or provide the necessary level of care.</p>
3.	<input type="checkbox"/>	Includes documentation of contractual shoreside medical facilities or healthcare systems that either singularly or collectively have enough medical capacity, in the judgement of the local health authorities, to care for travelers if an unanticipated outbreak of COVID-19 occurs on board the cruise ship operator's ships. The cruise ship operator's contractual shoreside medical facilities or healthcare systems should have enough bed capacity for both potential intensive care and non-intensive care needs, as well as enough capacity to isolate patients with COVID-19.
4.	<input type="checkbox"/>	Considers the potential medical care needs of travelers including the capacity of local public health, port authority, hospital, and other emergency response personnel to respond to an onboard outbreak of COVID-19.
	<input type="checkbox"/>	a) Includes a brief explanation of the factors relied upon by all parties in determining the capacity of the cruise ship operator's contractual shoreside medical facilities or healthcare systems.
5.	<input type="checkbox"/>	Evaluates the need for further contingency planning to provide medical care to travelers in the event of limited hospital beds, medical personnel, or other factors potentially limiting the capacity of the cruise ship operator's designated shoreside medical facilities or healthcare systems.
	<input type="checkbox"/>	a) Includes a brief explanation of the outcome of these deliberations.

Housing Components

1.	<input type="checkbox"/>	Includes documentation of contractual arrangements (or corporate-owned shoreside housing facilities) in sufficient quantities to meet the shoreside housing needs of travelers (passengers and crew) for isolation and quarantine identified from the day of embarkation through disembarkation for each voyage. In determining sufficient quantities of shoreside housing for isolation and quarantine, the parties should consider the potential for COVID-19 variants, which could undermine vaccine efficacy. The parties may consider the following options for crew who are considered close contacts but have tested negative for COVID-19:
	<input type="checkbox"/>	a) All crew quarantine on board the ship provided that all crew can be housed in single-occupancy cabins with private bathrooms. Essential crew may have a

Checklist for Port and Local Health Authorities: Cruise Ship Operator Agreements

		working quarantine (i.e., continue working with appropriate public health measures such as social distancing and face masks).
	<input type="checkbox"/>	b) Essential crew stay on board the ship for a working quarantine (i.e., continue working with appropriate public health measures such as social distancing and face masks) while nonessential crew quarantine shoreside.
	<input type="checkbox"/>	c) All crew quarantine shoreside and essential crew are replaced with a contingent of alternate personnel.
2.	<input type="checkbox"/>	Considers where the ship will be physically located during the isolation and quarantine period (i.e., at the pier or at anchor). In addition, considers the potential housing needs of travelers including the capacity of local public health, port authorities, hospital, and other emergency response personnel to oversee and monitor the housing needs of travelers under isolation and quarantine.
	<input type="checkbox"/>	a) Includes a brief explanation of the factors relied upon by all parties in determining the sufficiency of the cruise ship operator's contractual or corporate-owned shoreside housing facilities.
3.	<input type="checkbox"/>	Includes documentation of contractual arrangements (or has corporate-owned shoreside housing facilities) in sufficient quantities as determined by the local health authorities to meet the housing needs of travelers until they meet CDC's criteria to discontinue isolation or for the CDC-recommended quarantine period .
4.	<input type="checkbox"/>	Includes documentation of arrangements (or has corporate-owned vehicles) in sufficient quantities to meet the transportation needs of all travelers from the ship to the shoreside housing facilities and from the shoreside housing facility to the contractual medical facilities or healthcare systems if needed with precautions in place to avoid exposure of vehicle operators.
5.	<input type="checkbox"/>	Shoreside housing meets CDC guidelines for isolation or quarantine including separate bedrooms, bathrooms, and no shared living spaces for individuals who are not part of the same household, and the ability to separate infected persons within households from those not known to be infected.
6.	<input type="checkbox"/>	Shoreside housing provides separate ventilation systems for all travelers who are not part of the same household.
7.		Considers the following needs of travelers (passengers and crew) under quarantine and isolation and includes a brief explanation of the outcome of these deliberations in the agreement:
	<input type="checkbox"/>	a) Availability and frequency of testing including the logistics of specimen collection and transportation of specimens to laboratories for testing.
	<input type="checkbox"/>	b) Availability of mental health services, pharmacy delivery, and other essential services.
	<input type="checkbox"/>	c) Availability of security, including legal considerations, to prevent travelers from violating the terms of any mandatory isolation or quarantine, and a mechanism to notify public health authorities immediately in the event that a traveler attempts to violate such terms.
	<input type="checkbox"/>	d) A check-in process, including delivery of luggage, designed insofar as possible to minimize contact between exposed travelers and unexposed persons.
	<input type="checkbox"/>	e) Procedures to ensure the daily monitoring of travelers in quarantine, including points of contact for travelers to notify if symptoms develop in between symptom checks.

Checklist for Port and Local Health Authorities: Cruise Ship Operator Agreements

	<input type="checkbox"/>	f) Procedures to minimize contact between travelers in quarantine and/or isolation and support staff, while still ensuring the delivery of essential services:
	<input type="checkbox"/>	i. Food delivery
	<input type="checkbox"/>	ii. Laundry services
	<input type="checkbox"/>	iii. Cleaning and linen change
	<input type="checkbox"/>	iv. Garbage pick up
	<input type="checkbox"/>	v. Post-quarantine cleaning and disinfection procedures
	<input type="checkbox"/>	g) Post-isolation and post-quarantine procedures to allow travelers to safely return to their home communities.
Signatures & Execution		
1.	<input type="checkbox"/>	The agreement is signed and executed, and the cruise ship operator provides a copy (including all attachments, exhibits, and annexes) to CDC, prior to CDC approving a cruise ship operator's request to embark non-essential crew. The agreement must be emailed to CDC at eocevent349@cdc.gov .

RETURN TO AGENDA

**COMMISSION
AGENDA MEMORANDUM**

Item No. 10b

ACTION ITEM

Date of Meeting June 8, 2021

DATE: April 23, 2021

TO: Stephen Metruck, Executive Director

FROM: Sandra Kilroy, Director, Maritime Environment & Sustainability
Kathy Bahnick, Senior Manager, Remediation Programs

SUBJECT: Clean-Up Design for the Middle Third of the Lower Duwamish Waterway

Amount of this request: \$0

Total estimated project cost: \$4,000,000 - \$5,000,000

ACTION REQUESTED

Request Commission Authorization for the Executive Director to: (1) execute a Fifth Amendment to the Administrative Order on Consent with the U.S. Environmental Protection Agency for the Lower Duwamish Waterway (LDW) Superfund Site; and (2) execute a Seventh Amendment to the Lower Duwamish Waterway Group Memorandum of Agreement to contract for and perform cleanup design of the middle third of the LDW.

EXECUTIVE SUMMARY

The purpose of this amendment is to continue the design of the cleanup work for the Lower Duwamish Waterway Superfund Site. Since 2001, the Port, the City of Seattle, King County, and The Boeing Company (referred to as the Lower Duwamish Waterway Group, or LDWG) have been working under an agreement with the U.S. Environmental Protection Agency (EPA) to perform cleanup investigation activities for the LDW.

The estimated cost is approximately \$16,000,000 - \$20,000, split equally between the four parties and subject to later reallocation. The Port's share is No funding is requested at this time. Funds to perform the Port's share of this work will continue to be included in the Environmental Remediation Liability (ERL) annual authorization.

For purposes of designing and implementing the cleanup, EPA has divided the Waterway into thirds. LDWG is more than halfway through design of the cleanup of the upper (southern) third, which is being conducted under the fourth amendment to the Order. The next phase of work in this new amendment to the Order is the design of the cleanup of the middle third. This work will include studies to delineate the location of the different cleanup approaches, development of the engineering design drawings and specifications; and an assessment of regional existing fish and shellfish chemistry data to refine background concentrations. This amendment will allow LDWG's continued participation in the design work that must be completed prior to

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implementation of the LDW cleanup. The design of the middle reach is anticipated to take four years.

The Memorandum of Agreement (MOA) amendment identifies the contracting and cost sharing arrangement for this work. Under the amendment, the City will be the contracting agent for this work on behalf of LDWG. The City will follow their public contracting process which includes WMBE goals, records retention, and prompt payment, among other requirements. The consultant will be selected by consensus by LDWG.

JUSTIFICATION

This work supports the Century Agenda goal of being the greenest, most energy efficient Port in North America by moving toward cleanup of the LDW. Meeting our LDW Superfund obligations is a critical component of the Green Gateway strategy of meeting our legal obligations as efficiently and effectively as possible. It also supports the strategic focus on social equity by moving the cleanup forward for a site located on the shores of two environmental justice communities, South Park and Georgetown.

Addressing unacceptable levels of environmental risk caused by the presence of contaminants in soil, groundwater, and sediment is not only the goal of numerous state and federal laws; it reflects our commitment to environmental stewardship, from the perspectives of both the surrounding communities and the customers that we serve. Design is a critical step in moving towards cleanup of the LDW.

The local communities (South Park and Georgetown) are actively watching and commenting on this cleanup project and are eager to see the LDW cleanup continue to move forward.

DETAILS

LDWG completed the Remedial Investigation/Feasibility Study, a fisher study, a carbon amendment pilot study, and a pre-design study under the original Order and three subsequent amendments.

The Statement of Work detailed in the fifth amendment to the Order requires that LDWG perform cleanup design tasks for the middle third of the Waterway from river mile 1.6 to 3.0 and an assessment of regional existing fish and shellfish chemistry data to refine background concentrations. Source control work continues and is expected to be complete for the middle third of the river prior to construction being initiated.

Scope of Work

As presented in the Statement of Work attached to the fifth amendment to the Order, LDWG will perform the following tasks:

1. Design of the middle third of the LDW

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2. Ongoing monitoring of site conditions
 - a. Water quality
 - b. Fish, crab, and clams
3. Assessment of Fish and Shellfish Tissue Data to Refine Background Concentrations
4. Continued funding for the Institutional Control Plan for seafood consumption, aimed at educating local fisher people on safe resident seafood consumption. The work is led by EPA and the Seattle King County Department of help with members of the community as advisory educators.

Schedule

The schedule of the required work is based on the Statement of Work attached to the fifth amendment to the Order

<i>Activity</i>	<i>Estimated Schedule</i>
Commission authorization of Order	Q2 - 2021
Contracting	Q3/ Q4 -2021
Begin Clean-up Design process for the middle third	Q1 – 2022

Cost Breakdown

Estimated Total
Project

Design of the middle third	\$4,000,000
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ALTERNATIVES AND IMPLICATIONS CONSIDERED**Alternative 1 – Do not authorize entering into either Amendment**

Cost Implications: \$0 at this time, but comes with certain risks.

Pros:

- (1) Could delay the spending on this work until a later date, if the Port does not enter into the Order amendment but the other LDWG partners do

Cons:

- (1) Could result in EPA imposing a unilateral enforcement order requiring the Port and/or LDWG and/or a collection of other parties including the Port to perform the work.
- (2) Could result in other parties, including the other LDWG parties, potentially left responsible to perform the work, bringing a claim for contribution against the Port.
- (3) Would impact the Port's ability to influence the extent and design of the work performed.
- (4) Would not move the cleanup of the LDW forward in an expeditious fashion.

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- (5) Would not be consistent with the values of the Port.
- (6) Not performing this work could tarnish the Port's reputation with EPA and the community as having a commitment to public health and being a steward of community resources and the environment.

This is not the recommended alternative.

Alternative 2 – Authorize entering into both Amendments

Cost Implications: Approximately \$4,000,000 (25% of \$16 million).

Pros:

- (1) Ensures compliance and continued cooperation with EPA.
- (2) Allows progress toward the ultimate cleanup.
- (3) Continues current working relationship among the LDWG partners and continues cost sharing for the required additional studies and agency oversight.
- (4) Demonstrates the Port's commitment to public health, social equity and being a responsible steward of community resources and the environment.

Cons:

- (1) Costs of approximately \$4,000,000 by the Port to complete the Order's Statement of Work.

This is the recommended alternative.

FINANCIAL IMPLICATIONS

There is no funding request as part of this authorization. Funding for the associated scope of work and costs is included in the annual Environmental Remedial Liability (ERL) authorization. Under the MOA amendment covering this work, the costs would be shared with our LDWG partners. Port costs may also be eligible for insurance reimbursement and/or state grant recovery.

Cost Estimate/Authorization Summary

	Capital	Expense	Total
COST ESTIMATE			
Original estimate	\$0	\$4,000,000	\$4,000,000
AUTHORIZATION			
Previous authorizations (by ERL)	0	\$4,000,000	\$4,000,000
Current request for authorization	0	0	0
Total authorizations, including this request	0	0	0
Remaining amount to be authorized	\$0	\$0	\$0

ATTACHMENTS TO THIS REQUEST

- (1) Presentation Slides

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- (2) Fifth Amendment of the Lower Duwamish Waterway Administrative Order on Consent and Statement of Work
- (3) Seventh Amendment to the Lower Duwamish Waterway Group Memorandum of Agreement

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

- November 10, 2020 – The Commission authorized spending environmental remediation liabilities funds for 2021 in the amount of \$33,100,000 and a five-year plan of \$106,200,000 for Environmental Remediation Liability Program for 2021-2025 of which an amount estimated not to exceed \$30,000,000 will be obligated during 2021 to be spent in future years.
- June 12, 2018 - Fourth Amendment of the Lower Duwamish Waterway Administrative Order on Consent, Sixth Amendment of the Lower Duwamish Waterway Group Memorandum of Agreement
- April 12, 2016 - Third Amendment of the Lower Duwamish Waterway Administrative Order on Consent, Fourth Amendment of the Lower Duwamish Waterway Group Memorandum of Agreement
- July 1, 2014 – Second Amendment of the Lower Duwamish Waterway Administrative Order on Consent, Second Amendment of the Lower Duwamish Waterway Group Memorandum of Agreement
- February 26, 2013 – First Amendment to the Lower Duwamish Waterway Group Administrative Order on Consent
- January 22, 2013 – First Amendment to the Lower Duwamish Waterway Group Memorandum of Agreement
- October 12, 2010 – Briefing on the Lower Duwamish Waterway Feasibility Study
- May 5, 2009 – Briefing on the Lower Duwamish Waterway Feasibility Study
- November 4, 2008 – Briefing on the Lower Duwamish Waterway Remedial Investigation and Feasibility Study
- November 6, 2007 – Briefing on Lower Duwamish Sediment Superfund site

REMEDIAL DESIGN
STATEMENT OF WORK
LDW MIDDLE REACH
LOWER DUWAMISH WATERWAY SUPERFUND SITE
Seattle, King County, State of Washington
EPA Region 10
May 2021

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1. INTRODUCTION AND BACKGROUND

- 1.1 Introduction.** This Statement of Work (SOW) sets forth the procedures and requirements for implementing Amendment #5 (also referred to as AOC5 or the Fifth Amendment) of the Administrative Order on Consent for Remedial Investigation (RI)/Feasibility Study (FS) of the Lower Duwamish Waterway Superfund Site (Site or LDW) (U.S. EPA Region 10 Docket No. CERCLA 10-2001-0055, Ecology Docket N. 00TCPNR-1895, RI/FS AOC). Amendment #5 work includes remedial design for the middle reach of the Site, as defined in Section 3.2 below, and other tasks enumerated in this SOW, in accordance with the Record of Decision for the Site signed November 21, 2014 (ROD).

Work associated with sitewide Seafood Consumption Institutional Controls, periodic monitoring of fish, crabs, and surface water, and design of the remedy for the Upper Reach will continue under AOC4. Upon EPA approval of the 100% design submittal for the Upper Reach, Respondents shall continue the Seafood Consumption Institutional Controls work under AOC5, as described in this SOW, until EPA approval of the 100% design submittal for the Middle Reach. Respondents shall ensure that work under AOC5 and AOC4 is coordinated to minimize conflicts and address design needs for overlapping or contiguous areas.

1.2 Structure of the SOW.

- Section 2 (Continued Implementation of Seafood Consumption Institutional Controls (ICs)) sets forth the process for continuing to support the implementation of institutional controls related to seafood consumption.
- Section 3 (Remedial Design) sets forth the process for developing the Remedial Design (RD), which includes the submission of specified primary deliverables.
- Section 4 (Periodic Monitoring of Selected Site Conditions) sets forth elements of site monitoring to be performed by the year 2023.
- Section 5 (Compilation and Assessment of Fish and Shellfish Tissue Data to Refine Background Concentrations) sets forth the process for recommending additional fish and shellfish sampling if needed to further refine background tissue concentrations, as required per Section 8.3.2 of the ROD.
- Section 6 (Deliverables) describes the content of supporting deliverables and the general requirements regarding Respondents' submission of, and EPA's review of, approval of, comment on, and/or modification of, the deliverables.
- Section 7 (Schedule) sets forth the schedule for submitting the primary deliverables, specifies the supporting deliverables that must accompany each primary deliverable, and sets forth the schedule of milestones regarding the completion of the RD.
- Section 8 (References) provides a list of references, including URLs.

The terms used in this SOW that are defined in CERCLA, in regulations promulgated under CERCLA, or in the RI/FS AOC, have the meanings assigned to them in CERCLA, in such regulations, or in the RI/FS AOC, except that the term “Paragraph” or “¶” means a paragraph of the SOW, and the term “Section” means a section of the SOW, unless otherwise stated.

2. CONTINUED IMPLEMENTATION OF SEAFOOD CONSUMPTION ICs

- 2.1** This section incorporates Support for Implementation of Seafood Consumption Institutional Controls. Respondents are responsible for costs incurred by EPA related to work performed under this section from the date of EPA approval of the upper reach Final (100%) Remedial Design through the date of EPA approval of the middle reach Final (100%) Remedial Design. Respondents shall provide, fund, or participate in the following: (1) a planning group responsible for implementation of a plan for institutional controls; (2) incentives for participation on the planning group by community members who have relevant knowledge or experience, subject to public agencies’ legal authority to provide such incentives; (3) technical materials to support the institutional controls; (4) pilot testing of potential institutional control tools, such as outreach campaigns developed using community based social marketing principles; (5) revisions to the plan, and (6) assessment of the plan’s success and recommendations for future ICs on the LDW.
- 2.2** Respondents shall provide support for planning and managing the meetings of the Healthy Fish Consumption Consortium.
- 2.3** Respondents shall fund a cooperative agreement between EPA and Public Health Seattle & King County. The tasks under the Cooperative Agreement include: continuation of a community based participatory process for the Duwamish Seafood Consumption IC Plan; providing on-going direct health promotion and outreach to implement the Duwamish Seafood Consumption ICs; building capacity of community partners that serve the affected communities to design, pilot test and implement community focused IC tools; monitoring and evaluating the IC program effectiveness, as well as providing regular Progress Reports; and developing recommendations for adaptively managing the program and ensuring continued community capacity building.

3. REMEDIAL DESIGN

- 3.1** The remedial design is generally defined as those activities to be undertaken to develop final construction plans and specifications, general provisions, special requirements, and all other technical documentation necessary to solicit bids for construction of the remedial action. The remedial design also includes identification of the required documentation to be provided by the construction contractor, subject to approval by EPA during the construction phase, and annotated

outlines, conceptual plans, or initial drafts of certain documents to be finalized after construction.

- 3.2** Respondents shall design the selected remedy in the LDW ROD as it applies in the LDW Middle Reach. The LDW Middle Reach (LDW-MR) is defined as River Mile 1.6 to River Mile 3.0.
- 3.3** Plans and specifications shall be submitted in accordance with the schedule set forth in Section 7 of this SOW. Subject to inclusion in the RD Work Plan and approval by the EPA, Respondents may submit more than one set of design submittals reflecting different components of the remedial action. Remedial design work, including plans and specifications, shall be developed in accordance with the EPA's Superfund Remedial Design and Remedial Action Guidance (OSWER Directive No. 9355.0-4A) and shall demonstrate that the remedial action shall meet all requirements of the ROD. The Respondents shall meet regularly with the EPA to discuss design issues.
- 3.4** Respondents shall use EPA guidance documents as the basis for development of work plans, quality assurance project plans, sampling plans, water quality monitoring plans, and other documents. The remedial design and supporting deliverables shall be consistent with current technical guidance, including but not limited to Contaminated Sediment Remediation Guidance for Hazardous Waste Sites, 2005; Guidance for In Situ Subaqueous Capping of Contaminated Sediments, 2012; Contaminated Sediments Remediation: Remedy Selection for Contaminated Sediments, 2014, and shall meet professional engineering standards for sediment remediation sites.
- 3.5** Remedial Design will progress from the preliminary design phase (30%) through 60%, 90%, and final (100%), with deliverables as identified below and in the RDWP. As information is developed during the phases of design, Respondents shall be prepared to present information and receive input through the Community Involvement process, which includes the Roundtable and other public fora.

4. PERIODIC MONITORING OF SELECTED SITE CONDITIONS

- 4.1** AOC Amendment #4 requires Respondents to repeat elements of the Pre-Design Studies work plan developed under RI/FS AOC Amendment #3 for the Site as a whole, specifically to assess dissolved PCBs in near bottom surface water using passive samples and to sample fish and crab tissue samples for Remedial Action Objective 1 contaminants of concern as conditions in the waterway continue to change due to remediation activities, natural recovery processes, and ongoing source control.
- 4.2** Under AOC Amendment #5, Respondents shall add collection of clam tissue data to the AOC Amendment #4 fish and crab sampling. Sampling plans and reports

prepared for AOC Amendment #4 periodic monitoring work shall include clam sampling plans and results.

5. **COMPILATION AND ASSESSMENT OF FISH AND SHELLFISH TISSUE TO REFINER BACKGROUND CONCENTRATIONS**

- 5.1 Section 8.2.3 of the ROD states that fish and shellfish target tissue concentrations based on background data are uncertain because they were developed with a limited dataset. The ROD calls for collection of additional fish and shellfish background data during the remedial design phase to increase understanding of non-urban tissue concentrations of the human health COCs.
- 5.2 Respondents shall compile and assess data gathered in Puget Sound since the dataset used for the ROD was established. Respondents shall recommend additional Puget Sound seafood sampling that may be necessary to establish statistically supported non-urban background levels for human health COCs in LDW relevant fish and shellfish species.
- 5.3 The data compilation and assessment, including any recommendations for additional Puget Sound seafood sampling, shall be presented in a technical report.

6. **DELIVERABLES**

- 6.1 **Applicability.** Respondents shall submit deliverables for EPA comment or approval or comment as specified in this Section. Copies of deliverables shall be provided, as directed by EPA, to Ecology, the Muckleshoot Tribe, and the Suquamish Tribe to ensure a reasonable opportunity for review and comment. As requested by EPA, Respondents shall provide additional hard copies for use in Community Involvement, including the LDW Roundtable.
- 6.2 **Technical Specifications**
 - (a) LDWG shall submit electronic data in accordance with the Region 10 Data Management Plan (May 2014) and associated guidance and templates. Respondents shall submit sampling and monitoring data in Region 10 Electronic Data Deliverable (EDD) format. Respondents shall upload the data into EPA's SCRIBE and into Ecology's EIM database. Respondents shall provide EPA with a copy of the files created to load data into the EPA database.
 - (b) Spatial data, including spatially-referenced data and geospatial data, shall be submitted following the procedures in the "U.S. EPA Region 10 Geographic Information Systems (GIS) for External Entities"; and (2) as unprojected geographic coordinates in decimal degree format using North American Datum 1983 (NAD83) or World Geodetic System 1984 (WGS84) as the datum. If

applicable, submissions should include the collection method(s). The GIS data must be submitted to EPA on disc at the same time as the final reports are submitted. If requested by EPA, LDWG shall provide GIS data used in sampling plans, QAPPs, reports, or other submittals where GIS and mapping programs were used to generate maps, diagrams, and other visual aids. Projected coordinates may optionally be included but must be documented. Spatial data should be accompanied by metadata, and such metadata should be compliant with the Federal Geographic Data Committee (FGDC) Content Standard for Digital Geospatial Metadata and its EPA profile, the EPA Geospatial Metadata Technical Specification. An add-on metadata editor for ESRI software, the EPA Metadata Editor (EME), complies with these FGDC and EPA metadata requirements and is available at <https://edg.epa.gov/EME/>.

- (c) Each file must include an attribute name for each site unit or sub-unit submitted. Consult <https://www.epa.gov/geospatial/geospatial-policies-and-standards> for any further available guidance on attribute identification and naming.
- (d) Spatial data submitted by Respondents does not, and is not intended to, define the boundaries of the Site.

6.3 Remedial Design Work Plan. Respondents shall submit a Remedial Design (RD) Work Plan (RDWP) for EPA approval. The RDWP shall include a proposed plan and schedule for implementing all RD activities for the LDW Middle Reach and identification and development of all RD supporting documents. The RDWP must include:

- (a) A description of the overall management strategy for performing the RD.
- (b) A description of the proposed general approach to contracting, construction, operation, maintenance, and monitoring in the LDW Middle Reach;
- (c) A description of the responsibility and authority of all organizations and key personnel involved with the development of the RD;
- (d) A discussion of additional challenges, data needs, investigations or retesting necessary to initiate or complete the remedial design (e.g., how to characterize and remediate areas with structural or access restrictions);
- (e) A Pre-Design Investigations (PDI) Work Plan, as specified in Section 6.4.
- (f) Descriptions of any applicable permitting requirements and other regulatory requirements (including but not limited to Applicable or Relevant and Appropriate Requirements (ARARs) identified in the ROD);

- (g) Description of plans for obtaining access in connection with RD and RA, such as property acquisition, property leases, and/or easements, and for developing institutional controls in accordance with the ROD;
- (h) Proposed approach to reporting data from Pre-Design Investigation (PDI);
- (i) Discussion of existing data (e.g., upstream suspended solids data, source control storm drain solids data, flow and other hydrodynamic data, pre-design data, and EAA monitoring data) and data to be collected as part of design or following construction that will assist in anticipating the quality of surface sediments over time. This discussion shall include a conceptual site model (CSM) that considers suspended and bedded sediments, including dredge residuals, and how they move during and after construction, to aid in interpreting monitoring outcomes in the Middle Reach; and
- (j) A comprehensive listing and brief description of elements of remedial design to be addressed or supporting deliverables to be submitted as part of remedial design, including but not limited to those listed below or described in ¶ 6.10 (Components of Remedial Design Reports).
 - (1) QAPPs and health and safety plan [HSP].
 - (2) Remedial action basis of design report, including.
 - (i) Narrative basis of design of dredge, cap, ENR, and MNR>SCO elements, including supporting technical evaluations.
 - (ii) Permitting and site access.
 - (iii) Construction sequence, scheduling and cost estimate.
 - (iv) Anticipated long-term monitoring and maintenance approaches, including any expected measures for climate change adaptation.
 - (v) Evaluation of institutional controls requirements for caps
 - (vi) Archaeological monitoring and discovery.
 - (vii) Transportation and disposal approaches.
 - (viii) Scheduling and coordination of work under this SOW with other in-water work or navigation or development projects on the bank and intertidal or subtidal areas, if they may substantively affect remedial design or construction in the LDW Middle Reach.
 - (ix) Green and sustainable remediation evaluation and implementation approach.

- (x) Approach to implementation and assurance of institutional controls.
- (xi) Geotechnical basis of design.
- (xii) Sediment excavation prism verification.
- (3) Water quality monitoring plan.
- (4) Biological assessment.
- (5) Construction quality assurance plan.

6.4 Pre-Design Investigation. The purpose of the PDI is to address data needs for completion of design, by conducting field investigations.

- (a) **PDI Work Plan.** Respondents shall submit a PDI Work Plan (PDIWP) per Section 6.4.b, for EPA approval. The PDIWP must include:
 - (1) An evaluation and summary of existing data and description of data gaps;
 - (2) A strategy for timely characterization, testing or data gathering to support delineation of areas where each remedial technology applies and engineering design, a discussion of the timing and type of data collection needed to document ARARs compliance, and a plan for natural recovery monitoring where required;
 - (3) A conceptual sampling plan including proposals and clearly stated rationales for any proposed tiering analyses or phasing of work to refine recovery categories, apply remedial technologies, including natural recovery, and design the remedy. The sampling plan shall identify media to be sampled, general location type and purpose, field sampling and lab analyses, bathymetric, hydrogeologic, and geotechnical studies; and
 - (4) A schedule for implementing the PDI work.
 - (5) A sampling design that uses the conceptual site model for the Middle Reach and multiple lines of conceptual and statistical evidence to identify RAL exceedance areas with a targeted level of accuracy and uncertainty. The specifics of sampling design will be in the QAPP and QAPP addendum.
 - (6) Phasing of sampling and tiering for chemical and physical analysis will be limited to no more than 2 phases with no more than 2 analytical tiers within a phase, unless further tiering or phasing does not affect the project schedule and is approved by EPA. The purpose of this is to ensure timely completion of the pre-design investigation to support future design.

- (7) Interpolation methods will be used in identifying RAL exceedance areas for design. Any interpolation model that is used for decisions, including additional sample placement shall be accompanied with an uncertainty analysis that summarizes the parameters selected for the model and the prediction accuracy and uncertainty of the model. A new uncertainty analysis shall be generated for each completed phase that incorporates new sample data.
 - (8) A minimum of 20% of the samples collected to ensure spatial coverage will be analyzed for dioxin/furans to ensure development of a complete dataset.
 - (9) The approach to be used to override existing data with new results shall be identified in the pre-design investigation work plan, including criteria for overriding subsurface data in limited cases (e.g., if the sampled location was later dredged), proximity requirements, and a process for evaluating discrepancies between existing and new data (e.g., magnitude of increase or decrease) that will be flagged for discussion and approval by EPA.
- (b) **PDI Quality Assurance Project Plan.** A QAPP addresses sample collection, analysis and data handling. The QAPP must include a field sampling plan, maps of sampling locations, and an explanation of Respondents' data quality objectives, quality assurance, quality control, and chain of custody procedures for all treatability, design, compliance, and monitoring samples. The QAPP shall address disposal of Investigation Derived Waste. Respondents shall submit a QAPP for each field sampling effort and shall develop the QAPP in accordance with *EPA Requirements for Quality Assurance Project Plans*, QA/R-5, EPA/240/B-01/003 (Mar. 2001, reissued May 2006); *Guidance for Quality Assurance Project Plans*, QA/G-5, EPA/240/R 02/009 (Dec. 2002); and *Uniform Federal Policy for Quality Assurance Project Plans*, Parts 1-3, EPA/505/B-04/900A through 900C (Mar. 2005).
- (1) To ensure that Respondents' Labs perform all analyses using EPA-accepted methods (i.e., the methods documented in EPA Contract Laboratory Program (CLP) SOW for Inorganic Superfund Methods (ISM02.4, October, 2016); EPA CLP SOW for Organics Superfund Methods (SOM02.4, October, 2016); EPA CLP SOW for High Resolution Superfund Methods (HRSM01.2, October, 2014), or as updated; other methods acceptable to EPA;
 - (2) To ensure that Respondents' Labs participate in an EPA-accepted QA/QC program or other program QA/QC acceptable to EPA;
 - (3) To ensure that Respondents validate data in accordance with EPA-accepted data validation guidelines: National Functional Guidelines for Inorganic Superfund Methods Data Review (EPA-540-R-2017-001,

January, 2017); National Functional Guidelines for Organic Superfund Methods Data Review (EPA-540-R-2017-002, January, 2017) National Functional Guidelines for High Resolution Superfund Methods Data Review (EPA-542-B-16-001, April, 2016) or as updated.

- (c) **PDI Health and Safety Plan(s).** A Health and Safety Plan (HASP) describes all activities to be performed to protect on site personnel and others transiting the area or living or working nearby from physical, chemical, and all other hazards posed by the Work. Respondents shall develop HASPs in accordance with EPA's Emergency Responder Health and Safety and Occupational Safety and Health Administration (OSHA) requirements under 29 C.F.R. §§ 1910 and 1926. EPA does not approve the HASP, but will review it to ensure that all necessary elements are included and that the plan provides for the protection of human health and the environment.
 - (d) **PDI Data.** Respondents shall submit data in accordance with the Schedule of Deliverables.
 - (e) **PDI Data Evaluation Reports Phase I and II.** This report shall include:
 - (1) Summary of the investigations performed;
 - (2) Summary of investigation results;
 - (3) Narrative interpretation of data and results, with supporting figures and tables, including updated graphics (similar to ROD Figure 18 or more detailed) of where specific remedial technologies and details of how the decision trees in the ROD (Figure 19 and corrected Figure 20) were applied;
 - (4) Results of statistical and modeling analyses, as applicable;
 - (5) Photographs documenting the work conducted; and
 - (6) Conclusions and recommendations for RD, including design parameters and criteria, and identification of any remaining data gaps needed to support the design.
- 6.5** Should additional data be needed to support the design, a QAPP addendum shall be submitted per the schedule in Section 7.
- 6.6 Preliminary (30%) RD.** Respondents shall submit a Preliminary (30%) RD for EPA's comment. The Preliminary RD must include the following elements and deliverables:
- (a) A basis of design report providing descriptions of the analyses conducted to select the design approach, including a summary and detailed justification of design

assumptions, restrictions and objectives to be used in design of the selected remedy; Essential supporting calculations shall be included (at least one sample calculation presented for each significant or unique design calculation, such as cap thickness or propeller wash modeling)

- (b) Preliminary plans and drawings, and a list of all drawings to be included in the intermediate, pre-final and final design;
 - (c) An outline of required specifications;
 - (d) Identification of candidate transloading location(s), transport methods, and permitted upland off-site landfill facility, and import material sources
 - (e) A schedule, contracting strategy, contractor requirements, any needed controls and monitoring to comply with ARARs and minimize impacts (in accordance with Section 13.2.5 and Section 13.2.8 of the ROD), and plans to manage potential conflicts with other in-water work, treaty-protected uses, navigation, recreation and commerce, and upland developments and land use changes that may affect remedial design and construction in the Middle Reach;
 - (f) Access and easement requirements.
 - (g) Descriptions of how compliance with ARARs will be achieved and documented, specifying documentation requirements associated with ARARs identified in Table 26 (such as a Biological Assessment, Compensatory Mitigation Plan if needed, Archaeological Discovery plan);
 - (h) An outline and description of Long Term Maintenance, and Monitoring Plan (LTMMP) elements for the Middle Reach;
 - (i) An outline of an Institutional Controls Implementation and Assurance Plan (ICIAP), including an evaluation of the most appropriate institutional, proprietary controls and location-specific use restrictions needed to ensure long-term effectiveness, consistent with ROD Section 13.2.4 (This ICIAP is distinct from plans developed under Section 2 of this SOW).
- 6.7 Intermediate (60%) RD.** Respondents shall submit the Intermediate (60%) RD for EPA's comment. The Intermediate RD must: (a) be a continuation and expansion of the Preliminary RD; (b) address EPA's comments regarding the Preliminary RD; and (c) include the elements and deliverables required for the Preliminary (30%) RD at a 60% level of completion.
- 6.8 Pre-Final (90%) RD.** Respondents shall submit the Pre-final (90%) RD for EPA's comment. The Pre-final RD must be a continuation and expansion of the previous design submittal and must address EPA's comments regarding the Intermediate RD.

The Pre-final RD will serve as the approved Final (100%) RD if EPA approves the Pre-final RD without comments. The Pre-final RD must include:

- (a) A complete set of construction drawings and specifications that are: (1) certified by a registered Professional Engineer; (2) suitable for procurement; and (3) follow the Construction Specifications Institute's MasterFormat (or equivalent) and meet other relevant standards for design of sediment cleanup;
- (b) A survey and engineering drawings showing existing features in the LDW Middle Reach, such as property boundaries, easements, bathymetry, structures to be protected or removed, and other relevant conditions;
- (c) A specification for all necessary construction documentation, including but not limited to photographs and videos, bathymetric surveys, and GPS coordinates); and
- (d) Those elements listed for the Preliminary Design, as well as the following (unless previously approved by the EPA):
- (e) Draft Construction Quality Assurance Plan (CQAP).
- (f) Draft Water Quality Monitoring Plan.
- (g) Draft QAPP/HSP for remedial action construction and monitoring activities.
- (h) Draft Permitting and Site Access Plan.
- (i) Outline of ICIAP, including specific IC elements for each affected area.
- (j) Required elements of a vessel management plan (to be finalized by contractor)
- (k) Annotated outline and conceptual description of LTMMP elements specific to the Middle Reach, discussing how the elements and schedule fit into a likely LTMMP approach for the LDW site as a whole.
- (l) Habitat Area Identification. For the purpose of complying with Endangered Species Act and Section 404 of the Clean Water Act (CWA) (see Table 26 of the ROD), Respondents shall identify habitat areas and proposed elevations and substrate materials for caps, ENR, or placement of backfill materials in any identified habitat areas and shall identify any areas where loss of aquatic habitat is unavoidable.
- (m) Draft Biological Assessment.
- (n) Draft CWA 404 and Section 10 Rivers and Harbors Act of 1899 memorandum
- (o) Engineer's Capital and Operation and Maintenance Cost Estimate.

- (p) Engineer's Construction Project Schedule.
- (q) Community Outreach and Communications Plan
- (r) Any additional plans identified in the Remedial Design Work Plan.

6.9 Final (100%) RD. Respondents shall submit the Final (100%) RD for EPA approval. The Final RD must address EPA's comments on the Pre-final RD and must include final versions of all Pre-final RD elements and deliverables. The ICIAP and LTMMP will remain as annotated outlines in the Final RD.

6.10 Components of Remedial Design Reports. Respondents shall submit each of the following supporting deliverables for EPA approval with each Remedial Design submittal, except as specified in Sections 6.6, 6.7, and 6.8 above. Respondents shall develop the deliverables in accordance with all applicable regulations, guidance, and policies (see Section 8 (References)). Respondents shall update and refine supporting deliverables related to design in accordance with the degree of design completion (30/60/90/100%) or as directed by EPA.

- (a) **LDW Middle Reach Water Quality Monitoring Plan.** The purpose of the LDW Middle Reach Water Quality Monitoring Plan (WQMP) is to obtain information during construction to identify water quality impacts that may be caused by remedy construction; The WQMP must include:
 - (1) Description of the data collection parameters, including existing and proposed monitoring devices and locations, schedule and frequency of monitoring, analytical parameters to be monitored, and analytical methods employed;
 - (2) Description of how performance data will be analyzed, interpreted, and reported, and/or other Site-related requirements;
 - (3) Description of the communications and response protocols to respond to detected exceedances of water quality parameters as defined in the EPA 401 memo;
 - (4) Description of deliverables that will be generated in connection with monitoring, including sampling schedules, laboratory records, monitoring reports, data reports and data evaluation reports to EPA; and
 - (5) Description of additional monitoring and data collection actions (such as increases in frequency of monitoring, and/or installation of additional monitoring devices in the affected areas) that would be triggered in the event that monitoring results indicate higher than expected concentrations of TSS or the contaminants of concern in surface water.

- (b) **Construction Quality Assurance Plan.** The purpose of the CQAP is to describe planned and systemic activities that provide confidence that the RA construction will satisfy all plans, specifications, and related requirements, including quality objectives. In addition, the purpose is to describe the activities to verify that RA construction has satisfied all plans, specifications, and related requirements, including quality objectives. The CQAP must:
- (1) Identify, and describe the responsibilities of, the organizations and personnel implementing the CQAP;
 - (2) Describe the requirements to be met to achieve completion of the LDW Middle Reach RA;
 - (3) Describe the key performance standards and quality control elements required of the Contractor in the technical specifications;
 - (4) Describe verification activities, such as inspections, sampling, testing, monitoring, and production controls, under the CQAP
 - (5) Describe procedures for tracking construction deficiencies from identification through corrective action;
 - (6) Describe procedures for documenting all CQAP activities; and
 - (7) Describe procedures for retention of documents and for final storage of documents.
- (c) **Emergency Response Plan.** Specifications for an Emergency Response Plan (ERP) shall be submitted as part of the 30/60/90 and 100% design submittal to address requirements for clear procedures in the event of an accident or emergency during remedial construction (for example, vessel or equipment damage, failure or power outages, unauthorized discharges to water, water impoundment failure, bank slope failure, etc.). The ERP may be updated in future as part of the remedial action work plan (RAWP). Specifications for the ERP shall address:
- (1) Name of the person or entity responsible for responding in the event of an emergency incident;
 - (2) Plans for meeting(s) with the local community, including local, State, and federal agencies involved in the cleanup, as well as local emergency squads and hospitals;
 - (3) Spill Prevention, Control, and Countermeasures (SPCC) Plan (if applicable), consistent with the regulations under 40 C.F.R. Part 112, describing measures to prevent, and contingency plans for, spills and discharges;

- (4) Notification activities in the event of a release of hazardous substances requiring reporting under Section 103 of CERCLA, 42 U.S.C. § 9603, or Section 304 of the Emergency Planning and Community Right-to-know Act (EPCRA), 42 U.S.C. § 11004; and
 - (5) A description of all necessary actions in the event of an occurrence during the performance of the Work that causes or threatens a release of Waste Material from the Site that constitutes an emergency or may present an immediate threat to public health or welfare or the environment.
- (d) **Community Outreach and Communications Plan (COCP).** The COCP shall describe actions being taken to minimize the potential impacts including safety issues of remedy implementation on the community (e.g. residents, businesses, fishers, commuters, waterway users) and a plan for communicating with and responding to the community. Safety and other community concerns about construction will also be discussed with the Round Table during RD.
 - (e) **Archeological Discovery Plan.** For the purpose of complying with historical and archaeological preservation requirements, Respondents shall document any districts, sites, buildings, structures or objects included or eligible for inclusion in the National Register of Historic Places potentially impacted by remedy implementation and shall include specifications for an archaeological discovery plan to ensure protection of Native American artifacts and cultural or archaeological resources.
 - (f) **Biological Assessment.** With the 90% RD, Respondents shall submit a biological assessment for EPA review and use in consultation related to the Endangered Species Act.
 - (g) **Compensatory Mitigation Plan.** If necessary to comply with Clean Water Act Section 404 requirements, Respondents shall submit a plan for compensatory mitigation.
 - (h) **Section 408 Compliance Documentation.** Respondents shall include documentation necessary to evaluate compliance with 33 U.S.C. Section 403 and Section 408.

7. SCHEDULE

- 7.1 Applicability and Revisions.** All deliverables and tasks required under this SOW must be submitted or completed by the deadlines or within the time durations listed in the Schedule of Deliverables set forth below. Deliverables not identified below shall be due in accordance existing requirements (progress reports), an EPA approved schedule proposed by Respondents or as directed by EPA. Respondents may propose changes to the Schedule of Deliverable for EPA approval. Upon

EPA's approval, the revised schedule supersedes the schedule set forth below and previously-approved schedules.

- 7.2 General.** Unless otherwise approved by EPA, submittal revisions following initial EPA comments shall be due 30 days from receipt of the comments. Subsequent revisions shall be due 14 days or as directed in EPA comments on the prior revision.

Schedule of Deliverables – Fifth Amendment of RI/FS AOC

Item	Deliverable, Task	SOW or (AOC) reference	Deadline
1	Notification of contractor/sub-contractor selection	(RI/FS AOC VIII, 1)	180 days from Amendment #5 effective date
2	RDWP	6.3	135 days from Issuance of Notice to Proceed to Contractor
3	PDIWP	6.4a	same as #2 above
4	PDI QAPP/HSP	6.4b/c	same as #2 above
5	Completion of PDI field work	6.4a	In accordance with the schedule in the approved PDIWP, unless otherwise approved by EPA.
6	Phase 1 PDI Data Submittal	6.4d	10 days after Respondents' receipt of validated PDI sampling data from Tier 1, or from Tier 2 if there are two or more tiers of analysis.
7	PDI Phase 1 Data Evaluation Report and Phase II QAPP Addendum	6.4b/e	80 days after Respondents' submittal of the PDI data for Phase 1 data collection to EPA.
	Phase II PDI Data Submittal	6.4e	10 days after Respondents' receipt of validated PDI sampling data from Tier 1, or from Tier 2 if there are two or more tiers of analysis
8	PDI Phase II Data Evaluation Report	6.4e	60 days after Respondents' submittal of PDI Phase II data to EPA.
9	Preliminary (30%) RD submittal	6.6	45 days from EPA approval of PDI Phase II Data Evaluation Report.
10	Intermediate (60%) RD Submittal	6.7	120 days after EPA comments on Preliminary RD.
11	Pre-final (90%) RD Submittal	6.8	90 days after EPA comments on Intermediate RD.
12	Final (100%) RD	6.9	60 days after EPA comments on Pre-final RD.
13	Periodic Monitoring QAPP Addendum for clam tissue	4	For clams: concurrent with plans for 2023 fish and crab sampling required under AOC Amendment #4.

14	Periodic Monitoring Data Evaluation Report	4	For clams, included with or concurrent with reporting of fish and crab sampling required under AOC Amendment #4.
15	Fish and Shellfish Background Compilation Report	5	15 months from Amendment #5 effective date.

8. REFERENCES

8.1 The following regulations and guidance documents, among others, apply to the Work. Any item for which a specific URL is not provided below is available on one of the two EPA Web pages listed in ¶ 8.2:

- (a) A Compendium of Superfund Field Operations Methods, OSWER 9355.0-14, EPA/540/P-87/001a (Aug. 1987).
- (b) CERCLA Compliance with Other Laws Manual, Part I: Interim Final, OSWER 9234.1-01, EPA/540/G-89/006 (Aug. 1988).
- (c) CERCLA Compliance with Other Laws Manual, Part II, OSWER 9234.1-02, EPA/540/G-89/009 (Aug. 1989).
- (d) Guidance on EPA Oversight of Remedial Designs and Remedial Actions Performed by Potentially Responsible Parties, OSWER 9355.5-01, EPA/540/G-90/001 (Apr. 1990).
- (e) Guidance on Expediting Remedial Design and Remedial Actions, OSWER 9355.5-02, EPA/540/G-90/006 (Aug. 1990).
- (f) Guide to Management of Investigation-Derived Wastes, OSWER 9345.3-03FS (Jan. 1992).
- (g) Permits and Permit Equivalency Processes for CERCLA On-Site Response Actions, OSWER 9355.7-03 (Feb. 1992).
- (h) National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule, 40 C.F.R. Part 300 (Oct. 1994).
- (i) Guidance for Scoping the Remedial Design, OSWER 9355.0-43, EPA/540/R-95/025 (Mar. 1995).

- (j) Remedial Design/Remedial Action Handbook, OSWER 9355.0-04B, EPA/540/R-95/059 (June 1995).
- (k) EPA Guidance for Data Quality Assessment, Practical Methods for Data Analysis, QA/G-9, EPA/600/R-96/084 (July 2000).
- (l) Guidance for Quality Assurance Project Plans, QA/G-5, EPA/240/R-02/009 (Dec. 2002).
- (m) Institutional Controls: Third Party Beneficiary Rights in Proprietary Controls (Apr. 2004).
- (n) Quality management systems for environmental information and technology programs -- Requirements with guidance for use, ASQ/ANSI E4:2014 (American Society for Quality, February 2014).
- (o) Uniform Federal Policy for Quality Assurance Project Plans, Parts 1-3, EPA/505/B-04/900A through 900C (Mar. 2005).
- (p) USEPA Office of Solid Waste and Emergency Response. Geospatial Superfund Site Data Definition and Recommended Practices Memo. OLEM Directive 9200.2-191. (November 29, 2017)
- (q) Principles for Greener Cleanups (Aug. 2009), <https://www.epa.gov/greenercleanups/epa-principles-greener-cleanups>.
- (r) Contaminated Sediment Remediation Guidance for Hazardous Waste Sites, EPA-540-R-05-012 Office of Solid Waste and Emergency Response OSWER 9355.0-85 December 2005
- (s) Guidance for In Situ Subaqueous Capping of Contaminated Sediments, USACE 2012
- (t) Contaminated Sediments Remediation: Remedy Selection for Contaminated Sediments, ITRC 2014
- (u) USEPA Contract Laboratory Program Statement of Work for Inorganic Superfund Methods (Multi-Media, Multi-Concentration), ISM02.4 (October 2016).
- (v) USEPA Contract Laboratory Program Statement of Work for Organic Superfund Methods (Multi-Media, Multi-Concentration), ISM02.4 (October 2016).
- (w) EPA CLP SOW for High Resolution Superfund Methods (HRSM01.2, October, 2014)

- (x) National Functional Guidelines for Inorganic Superfund Methods Data Review (EPA-540-R-2017-001, January, 2017)
- (y) National Functional Guidelines for Organic Superfund Methods Data Review (EPA-540-R-2017-002, January, 2017)
- (z) National Functional Guidelines for High Resolution Superfund Methods Data Review (EPA-542-B-16-001, April, 2016)
- (aa) Recommended Evaluation of Institutional Controls: Supplement to the “Comprehensive Five-Year Review Guidance,” OSWER 9355.7-18 (Sep. 2011).
- (bb) Construction Specifications Institute’s MasterFormat 2012, available from the Construction Specifications Institute, <http://www.csinet.org/masterformat>.
- (cc) Institutional Controls: A Guide to Planning, Implementing, Maintaining, and Enforcing Institutional Controls at Contaminated Sites, OSWER 9355.0-89, EPA/540/R-09/001 (Dec. 2012).
- (dd) Institutional Controls: A Guide to Preparing Institutional Controls Implementation and Assurance Plans at Contaminated Sites, OSWER 9200.0-77, EPA/540/R-09/02 (Dec. 2012).
- (ee) Guidance for Management of Superfund Remedies in Post Construction, OLEM 9200.3-105 (Feb. 2017), <https://www.epa.gov/superfund/superfund-post-construction-completion>.
- (ff) EPA Requirements for Quality Assurance Project Plans, QA/R-5, EPA/240/B-01/003. Mar. 2001, reissued May 2006.

8.2 A more complete list may be found on the following EPA Web pages:

Laws, Policy, and Guidance <https://www.epa.gov/superfund/superfund-policy-guidance-and-laws>

Test Methods Collections <https://www.epa.gov/measurements/collection-methods>

For any regulation or guidance referenced in the RI/FS AOC or Amendment #5 the reference will be read to include any subsequent modification, amendment, or replacement of such regulation or guidance.

**LOWER DUWAMISH WATERWAY GROUP
MEMORANDUM OF AGREEMENT**

SEVENTH AMENDMENT

THIS SEVENTH AMENDMENT to the Lower Duwamish Waterway Group Memorandum of Agreement ("MOA"), dated _____, is made and entered into by and among the Port of Seattle, City of Seattle, King County, and The Boeing Company, collectively referred to as the "Lower Duwamish Waterway Group" or "LDWG" and individually as "Member" or "Members."

This Seventh Amendment to the MOA ("Seventh Amendment") provides for the performance of remedial design for the middle reach of the LDW Site, as defined in Attachment A (Statement of Work), and other tasks as provided in the SOW. This Seventh Amendment applies MOA contracting, invoicing and grant procedures that reflect current LDWG practices.

All terms and provisions in the original MOA remain in effect, except as expressly supplemented and modified herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the LDWG Members mutually agree and covenant as follows:

1. Contracting Responsibility

The City of Seattle (City) has agreed to hire a consultant ("Consultant") to design the remedy for the middle reach of the LDW Site and perform certain other tasks for the LDWG, as provided for in the SOW. The Consultant's scope shall be according to the SOW, and any modifications to the SOW that are approved by the LDWG and EPA, and any other scope items that are approved by LDWG.

2. Effective Date and Condition Subsequent

This Seventh Amendment shall become effective when all four Members have signed it. This Seventh Amendment shall remain in effect until completion of the Consultant's scope or until it is terminated by the LDWG.

3. Middle Reach Remedial Design Work

3.1 Allocation of Shared Middle Reach Remedial Design Work Costs

Middle Reach Remedial Design Work includes design of the Middle Reach of the LDW Site plus other work as required by the SOW, including any modifications to the SOW that are approved by the LDWG and EPA, and including any other scope items that are approved by LDWG. The LDWG Members hereby agree to pay the Shared Middle Reach Remedial Design Work Costs (as defined in Section 3.2) by allocating such costs on an interim equal (*per capita*) basis, pending a final allocation. Each Member shall be severally, and not jointly, liable for this interim allocation of Shared Middle Reach Remedial

Design Work Costs. A performing Member reserves all rights of action against a defaulting or nonperforming Member for recovery of Shared Middle Reach Remedial Design Work Costs under all applicable statutes and theories of law or equity.

The Members agree that such payments do not constitute an allocation of responsibility for investigation or cleanup of the Lower Duwamish Waterway. Members reserve their right to seek an allocation or contribution different from that set forth in Section 2.1 of the original LDWG MOA from other Members and to seek an allocation or contribution from persons or entities not a Member to the MOA.

3.2 Definition of Shared Middle Reach Remedial Design Work Costs

Shared Middle Reach Remedial Design Work Costs shall mean: 1) payments, including payments associated with changes to original contracts that are agreed to by the Members or required by the EPA, to the Consultant hired to perform the Middle Reach Remedial Design Work; 2) EPA and Ecology oversight costs applicable to the Middle Reach Remedial Design Work, and any modifications to the SOW that are approved by the LDWG and EPA; 3) costs associated with implementing changes or additional work required during and/or after completion of the Middle Reach Remedial Design Work that are mandated by the EPA; and 4) solely for the purposes of this Seventh Amendment, Shared Costs shall include costs for the City's contract, project management, and property acquisition staff and payment for appropriate access, easement, or similar agreements, as necessary to implement the Middle Reach Remedial Design Work and any modifications thereto.

3.3 Procedure for Payments.

3.3.1 The City shall pay the Consultant according to the terms of its contract with the City. The City shall invoice the other LDWG Members their *per capita* shares of those payments and the City's internal costs described in Section 3.2. The invoices shall distinguish the City's internal costs for contract, project management, and property acquisition staff from the payments to the Consultant and shall indicate the name and job title of each City staff member whose costs are included. Invoices will include sufficient backup and detail concerning the work performed to comply with each Member's cost recovery requirements. Each Member shall transmit to the City's Designated Representative, as set forth in Section 24 of the MOA, its part of the Shared Remedial Design Work Costs, within thirty (30) days of receiving an invoice with appropriate backup from the City.

3.3.2 The County, Port, and Boeing shall continue in their roles as contracting agents for LDWG's consultants other than the Consultant to be retained by the City pursuant to this Seventh Amendment, and other than with regard to any continuing work that is now incorporated into the attached SOW. The procedures established in the original MOA sections 2.3, 3.4 and 4.4 are hereby modified as follows: The

County, Port, and Boeing shall pay the LDWG consultants' invoices according to the terms of their contracts. The Members shall invoice the other LDWG Members their *per capita* shares of those payments as established in this and past amendments. Each Member shall transmit to the contracting Member its portion of the LDWG consultant costs within thirty (30) days of receiving an invoice with appropriate backup.

3.3.3 The Port shall continue being responsible for distributing invoices for each Member's share of EPA's and Ecology's oversight costs applicable to the Administrative Order on Consent/Agreed Order entered into by LDWG, EPA, and Ecology in 2000 for the LDW Site. The Port shall pay valid EPA and Ecology oversight cost invoices upon receipt of appropriate invoice backup. Following payment of such invoices, the Port shall distribute invoices to the other Members for each of those Members' respective shares of the oversight cost payment to the agencies. Each Member shall transmit to the Port's Designated Representative, as set forth in Section 24 of the MOA, its part of each EPA and Ecology invoice, payable to the Port, within thirty (30) days of receipt by the Member. If backup is not provided by the agency or there is a dispute of any part of the oversight charges, the disputed amounts shall be held in escrow, in accordance with EPA and Ecology dispute resolution procedure requirements. The Port shall transmit the payments of undisputed amounts to EPA or Ecology. Individual Members will pay any interest charges that are due to EPA or Ecology because of that Member's payment being late.

3.4 Selection of Middle Reach Remedial Design Work Consultant

3.4.1 The City will comply with its own and all other applicable statutes regarding hiring of consultants and contractors by governmental entities in advertising for and selecting the Consultant for the Middle Reach Remedial Design Work. Members will have a reasonable opportunity to provide the City with input on the qualifications and specifications for the contract as described in Section 3.4.2 below.

3.4.2 The County, Port, and Boeing will each have one representative on the selection committee for the Middle Reach Remedial Design Work Consultant. The City will have two members (project delivery and technical lead), as well as WMBE specialist input. Before candidates for the Consultant are interviewed and scored, each Member shall identify any candidate that has done work for the Member related to the LDW and the Members shall reach an agreement concerning which consultants have a conflict of interest based on their work for individual Members. The City shall execute a contract with the Consultant that is selected using the agreed upon selection process.

3.5 Oversight of the Middle Reach Remedial Design Work Consultant

3.5.1 Decisions regarding Consultant's work products will be made by consensus of the Members. Such decisions will be communicated to the Consultant by the City's project manager.

3.5.2 The Consultant hired to perform the Middle Reach Remedial Design Work will not communicate with third parties, including EPA or Ecology personnel, without first notifying the LDWG Technical Committee and receiving its authorization for the communication. Such authorization will be made by consensus of the Members and communicated by the City's project manager.

3.5.3 All documents, including but not limited to analytical data, that are prepared, developed or generated by the Consultant shall be provided to all Members and shall be subject to review by all Members prior to submission to EPA or any other third party. Members shall be given at least fifteen business days to review and comment on drafts of work by the Consultant that are going to be provided to EPA or any other third party, unless EPA's deadlines require that a shorter review time be provided. The Consultant shall compile all Member comments and distribute them to all Members. The City project manager will direct the consultant on needed consensus changes to workproducts.

4. Responsibility for Changes to the Schedule

The Members are jointly responsible for delays to the schedule for the Middle Reach Remedial Design Work as set forth in the SOW (as may be amended by EPA), including delays related to acquisition of property rights required for completion of work pursuant to the SOW.

5. Cooperation on Model Toxics Control Act Grants

The Members will coordinate and cooperate concerning the documentation of costs that are eligible for partial reimbursement through Model Toxics Control Act grants.

6. Counterparts

This Seventh Amendment to the LDWG MOA may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one document.

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IN WITNESS WHEREOF, the Members hereby enter into this Seventh Amendment. Each person signing this Seventh Amendment represents and warrants that he or she has been duly authorized to enter into this Seventh Amendment by the corporation or municipality on whose behalf it is indicated that the person is signing.

PORT OF SEATTLE

KING COUNTY

Date: _____

Date: _____

CITY OF SEATTLE

THE BOEING COMPANY

Date: _____

Date: _____

Clean-Up Design for the Middle Third of the Lower Duwamish Waterway



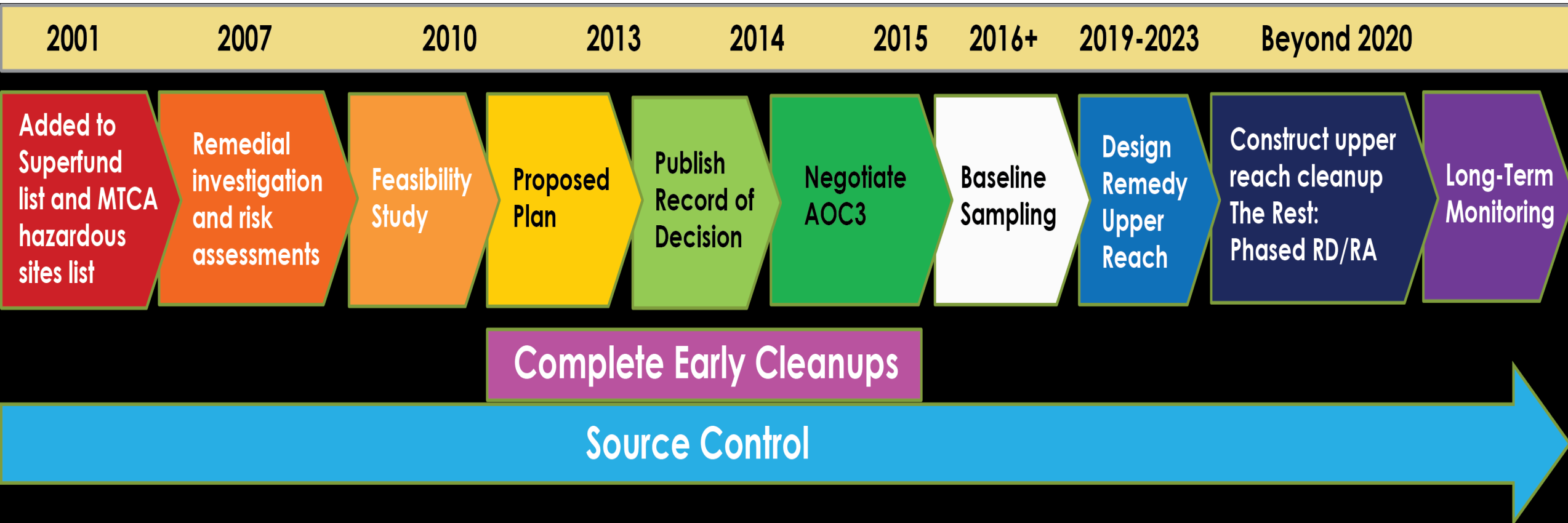
Joanna Florer
Kathy Bahnick
Sandy Kilroy

Lower Duwamish Waterway (LDW)

- Located in South Seattle through Seattle's industrial core and South Seattle residential neighborhoods of Georgetown and South Park
- Cleanup of the river helps improve environmental justice communities



LDW Cleanup Timeline



Lower Duwamish Waterway Cleanup Goals

Reduce risks to:

1. People who eat resident fish and shellfish
2. People coming into contact with contaminated sediments
3. Bottom dwelling organisms: worms, crabs and clams
4. Fish, birds, and mammals (including salmon and orcas)



Cleanup Accomplishments

Five “early actions” completed:

- Reduced average surface sediment levels of polychlorinated biphenyl (PCB) contamination by 50%
- Targeted areas with the highest PCB contamination in the sediment
- Cleaned up 29 acres of sediment

Design of the Upper Third 2/3 complete

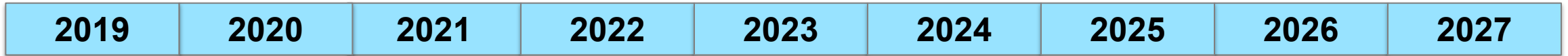


5th Amendment to the Administrative Order on Consent (AOC)

- Cleanup Design for the middle third of the LDW - 1.5 miles
- Continue monitoring water and fish/shellfish tissue concentrations
- Continue to fund the seafood consumption advisory efforts
- Port's share of cost around \$4-5M from the annual ERL authorization



Timeline of Current Activities



Cleanup Design of the Upper Third (AOC4)

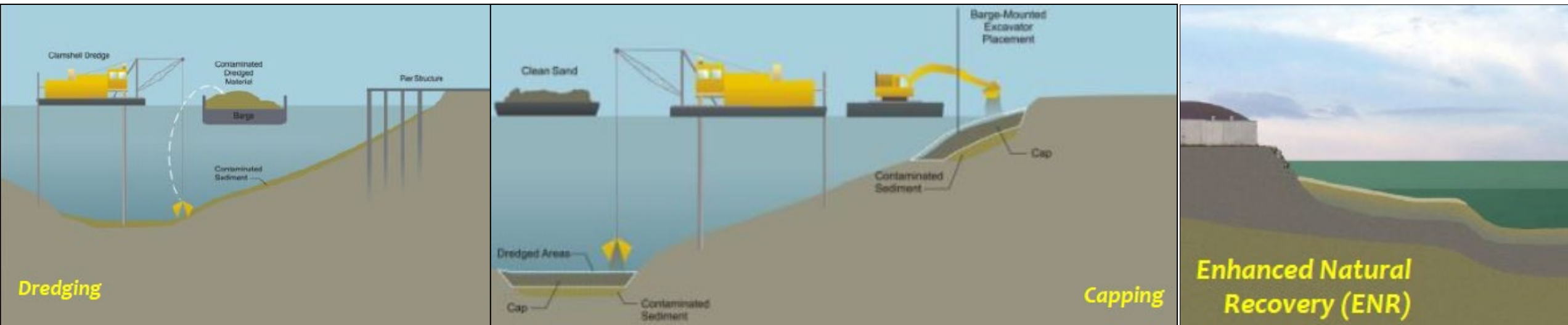
Cleanup Design of the Middle Third and
Ongoing Monitoring (AOC5)

Seafood Consumption Advisory (AOC1, AOC3, AOC4, and AOC5)

Cleanup Construction

Elements of the Cleanup Design

- Sediment sampling to define the extent of cleanup needed
- Determining the appropriate cleanup method
- Engineer design drawings and specifications



Another Notable Sediment Clean-up Milestone

- EPA's proposed clean-up plan for the **East Waterway Superfund Site** will be published this summer
- Adjacent and downstream of the LDW and is a separate cleanup
- Will also remove a considerable quantity of PCBs from the environment, to the benefit of people, salmon, and orcas

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**COMMISSION
AGENDA MEMORANDUM**

Item No. 11a

BRIEFING ITEM

Date of Meeting June 8, 2021

DATE: June 1, 2021

TO: Steve Metruck, Executive Director

FROM: Eric Ffitch, Manager, State Government Relations
Nate Caminos, Director, Government Relations

SUBJECT: 2021 State Legislative Session Review and Federal Affairs Look Ahead

EXECUTIVE SUMMARY

The purpose of this briefing is to provide the Port of Seattle Commission, Executive Director, and Executive Leadership Team with a final report on the 2019 State Legislative Session, with specific attention given to the Port's 2019 State Legislative Agenda.

On Sunday, April 25th, the Washington State Legislature adjourned SINE DIE, meaning there is no date set for them to reconvene. This represented the end of the 2021 105-day session, and it ended with a flurry of action on Port of Seattle priorities.

On Sunday afternoon, April 25th, the House and Senate both voted to approve the conference report on HB 1091, Representative Fitzgibbon's low carbon fuel standard. First added to the Port's priority list in 2018, this was a major step forward for the state's and the port's aggressive environmental goals. The final compromise included some substantive policy updates which are described in greater detail below, but in all the key provisions of the program remain.

Also, that afternoon, the legislature approved the 2021-2023 biennial operating budget, finalizing the state's \$250,000 annual contribution to the Quiet Sound program. Securing that funding was an advocacy effort led by the Port and initiated by Commissioner Felleman, that ended up including a wide array of stakeholders from the American Waterways Operators to the Washington Environmental Council. State funding partnership will allow this program to get up and running in the current fiscal year.

There were challenges this session as well, notably legislation on tax increment financing that was approved in spite of our significant concerns. Negotiations yielded some protections for the port, but this issue is likely to require continued advocacy in the years ahead. Similarly, the Legislature was not able to secure passage of a transportation revenue package, one of the Port's top priorities. With the City of Seattle as our partner we were able to ensure that both proposed revenue packages included \$25m for the West Seattle Bridge, but neither package advanced. This will likely be an issue the Legislature returns to soon, including current rumors of a potential fall "special session." And of course, one of our other top priorities didn't even end up being

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introduced—the bill to reduce the required local match for public improvement projects from three-to-one down to two-to-one. We’ve been assured by our two legislative champions that it is an issue they can turn their attention to next year.

The memo below provides a high-level overview of issues the Port supported, monitored, or otherwise engaged on, and their status at the end of the 2021 legislative session.

Staff will be joined by the Port’s Senior Manager for Federal and International Affairs to provide a look ahead at federal policy updates.

SUCCESS FOR PORT PRIORITIES:

Low carbon fuel standard (HB 1091): On Saturday, April 24th, the House and Senate reached agreement on a compromise version of House Bill 1091, legislation to reduce emissions from the transportation sector by capping the carbon intensity of transportation fuel sold in Washington state. More commonly known as a low carbon fuel standard (LCFS) or clean fuel standard (CFS), this policy has been the Port of Seattle’s priority legislation since the 2018 legislative session.

The policy put in place by HB 1091 is relatively simple: it requires producers of transportation fuels to meet a carbon intensity threshold set by the Department of Ecology. Producers who don’t meet that threshold generate “obligations,” and producers that blend in biofuels to reduce the carbon intensity below the threshold generate “credits.” Those have value on the open market, since producers that generate obligations will need to purchase them to comply with the program.

Final amendments were incorporated to secure passage, and those include:

- ***Transportation linkage:*** Rather than requiring enactment of a \$500m/biennium transportation package, the bill is now tied to the passage of a \$.05 cent gas tax increase. This is the same change that was made to SB 5126, the cap-and-trade bill, during the final negotiations in the last forty-eight hours.
- ***Slowed implementation timeline:*** Where Rep. Fitzgibbon’s previous bill phased in the program by directing Ecology to require a 10 percent carbon intensity reduction by 2028 and a 20 percent reduction by 2035; the conference agreement instead calls for 10 percent by 2030, and 20 percent by 2038
- ***Legislative review:*** In addition, for Ecology to go beyond the 10 percent threshold (now in 2031-2033), the Joint Legislative Audit and Review Committee must conduct a review of program impacts and forward that to the Legislature. Further, the 10 percent threshold could not be increased until after the 2033 legislative session.
- ***Biofuels capacity requirement:*** In addition to the requirement for a Legislative Review when the carbon intensity reaches 10 percent, to go above that reduction

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amount the state must have demonstrated a 10 percent increase in the biofuel production capacity of the state and in the use of in-state agriculture feedstocks. Further, to go beyond 10 percent there would have to be at least one 10m gallon capacity biofuel facility sited, and the state would need to demonstrate an additional 60m capacity for biofuel production overall.

For the Port, the bill will have a significant impact on our work to reduce the emissions from our operations. It will mean more biofuels on the market in Washington and it will drive them to price parity with conventional fossil fuels.

And it will mean that biofuels facilities currently producing these fuels in our state—like the Renewable Energy Group in Hoquiam—will sell their products to Washington consumers, rather than shipping them to California.

Governor Inslee signed HB 1091 into law on May 17, 2021 and vetoed the section that required passage of a gas tax increase prior to program implementation.

Flight kitchens (SB 5385): SB 5385, legislation to clarify the size of an airport in order for the airport operator to set minimum labor standards for employees working at the airport, passed and became law. SB 5385 amends legislation enacted last year that gave airport operators some limited authority to set labor standards. That bill stated that an airport with twenty million enplanements had that authority, and SB 5285 clarifies that the enplanement number is calculated based on average enplanements over the last seven years.

After passing the Senate on a strong bipartisan vote of 36-13 on March 2nd, it passed the House by a vote of 57-41 on Monday, April 5th. It was signed into law by Governor Inslee on Friday, April 16th, and will take effect on July 25th, 2021.

Inslee/Carlyle “Climate Commitment Act” (SB 5126): Senator Carlyle/Governor Inslee’s proposal to create a “cap-and-invest” framework to promote carbon emissions reduction in Washington was one of two signature environmental accomplishments that passed in the final days of session.

Under the provisions of SB 5126, titled the Climate Commitment Act by supporters, the state would establish a cap on greenhouse gas emissions for the largest-emitting industries. The Department of Ecology would ensure industry compliance with that cap through the sale, tracking, and accounting of greenhouse gas credits (known as “allowances”).

The bill passed the Senate by a vote of 25-24 on April 8th. At that point it was still considered a serious long shot, with just over two weeks remaining in session, but it sped through the House thanks in large part to the stewardship of Representative Fitzgibbon. It passed the House on April

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23rd by a vote of 54-43, and the Senate voted to concur with House amendments on the penultimate day of the legislative session.

Like the low carbon fuel standard, the Climate Commitment Act contained language stating that it could not be fully implemented until the Legislature has adopted a \$.05 gas tax to fund a transportation package. And like the LCFS, Gov. Inslee vetoed that section when he signed the bill into law on Monday, May 17th.

HEAL Act, Environmental Justice Task Force recommendations (SB 5141): Senator Saldaña’s bill to implement the recommendations of the Governor’s Environmental Justice Task Force was passed by the House on Saturday, April 10th, and on April 20th the Senate voted to concur in the House amendments. Some substantive changes were made during the House floor debate, including a Republican amendment that requires business representation on the Environmental Justice Council. Broadly speaking, the bill seeks to ensure that state agencies comply with environmental justice requirements; establishes an Environmental Justice Council to advise state agencies on EJ issues; and requires an “environmental justice assessment” for certain actions taken by an agency.

The Port offered our support for Sen. Saldaña’s efforts in a letter from the Commission President and Executive Director on March 30, 2021, just as it moved to the House from the Senate. The original version had caused concern about impact to state agency action—which implicated Port partnership with entities like the Washington State Department of Transportation—but we expressed agreement with the bill’s intent throughout the process. Amendments eventually clarified the role of the Environmental Justice Council with respect to state agencies and eased their concerns and ours.

Passage of the HEAL Act compliments enactment of the low carbon fuel standard and the cap-and-invest proposal and ended up a signature priority for both House and Senate Democratic Caucuses.

Gov. Inslee signed the HEAL Act into law on May 17th.

Port issues in budget process:

Transportation budget: The House and Senate passed a conference agreement on a “current law” transportation budget but could not reach agreement on an additive transportation funding bill.

- Puget Sound Gateway program: Ensuring adequate funding to continue the Puget Sound Gateway program was the main issue the Port was following in the transportation current law budget process. The final budget included funding for the Gateway program, which didn’t lose any ground in spite of concerns that scope could shrink, or the schedule could slip. There remains a \$90m shortfall in the

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budget but that merely needs to be resolved prior to Stage 2 and is expected to be taken care of in an additive transportation package.

Capital Budget:

- Model Toxics Control Act environmental cleanup funding: Remedial Action Grants to fund cleanup work at the East Waterway, Lower Duwamish, T115 and T91 were all fully funded in the final capital budget. This was a big year for our cleanup projects, with the strongest funding for MTCA since legislation was passed two years ago to reform the way funds were collected and distributed.
- Seattle Aquarium expansion: This session, the Port supported the Seattle Aquarium in advocating directly to the Capital Budget Chair Frockt asking for \$3m in capital funding in the 2021-2023 biennium to support the planned Ocean Pavilion expansion project. The final capital budget included \$2m for the expansion project, a win for the Aquarium and for the Port.

Operating Budget:

- Quiet Sound program: As staff reported last week, good news from the Senate about the Quiet Sound, but the House budget did not include any funding for the program. This will be the focus of staff efforts in the coming week. Budget conferees were named last week, and Port staff are seeking meetings with House conferees to seek support.
- Tourism recovery program: Early in session, the Port joined a long list of advocates seeking state support for funding to reinvigorate the tourism economy. The total ask was \$12m to support the Washington Tourism Marketing Authority. The full amount was included in the final 2021-2023 operating budget, a win for the small businesses that are involved in the tourism industry.

Broadband expansion for ports and PUDs (HB 1336): Rep. Hansen's legislation is part of a continuing effort by ports and public utilities district to assist in provision of broadband service to underserved communities. The bill gives ports/PUDs/cities/towns and counties the authority to provide retail telecommunication services. It is important to note, NO PORT intends to become a retail provider of broadband. However, there is considerable federal funding through the Federal Communications Commission (FCC) that can only be allocated to entities that have retail authority. Passage of this bill will allow the various ports across WA who are leading in broadband to access federal funding and continue to provide service.

Port staff have offered support to the Washington Public Ports Association, for whom this is a priority, and we submitted written testimony in support at various stages in the process.

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HB 1336 passed the House on February 23rd by a vote of 60-37 and the Senate on April 23rd by a 27-22 margin.

Governor Inslee signed the bill into law on Wednesday, May 12.

Alternative Public Works Contracting (SB 5032): SB 5032 reauthorizes the Capital Projects Advisory Review Board. Janice Zahn currently holds the Ports seat on CPARB, and she partnered with Chris Herman from the Washington Public Ports Association and with other Port of Seattle staff to push the legislation forward. The legislation passed the Senate unamended with a unanimous 49-0 vote.

SB 5032 was the subject of sweeping amendment put forward by Rep. Santos in the House committee that sought to maintain her emphasis on equity in the public contracting space. The Port was supportive, though focused on ensuring that CPARB felt the changes were implementable. Rep. Santos worked with Rep. Tharinger—who sits on CPARB—to keep her equity focus but ensure it was practical for CPARB.

Gov. Inslee signed the bill into law on Monday, May 10th.

Streamlined sales tax mitigation (HB 1521): Another port priority bill, Representative Enteman (D-47th LD, Kent, Auburn) introduced legislation to continue Streamlined Sales Tax mitigation payments to certain cities that are still feeling financial harm from the enactment of that policy. HB 1521 would create a “warehousing and manufacturing job centers account” and require transfers from the general fund into that account “to mitigate actual net losses.”

HB 1521 passed the House with a unanimous vote on March 3rd, and the Senate voted 44-5 to advance the bill on Tuesday, April 6th. It was signed by Governor Inslee on Friday, April 16th.

Juneteenth (HB 1016): HB 1016, establish Juneteenth as a state holiday, passed the Senate by a vote of 47-1 on Friday, April 9th. Cmr. Cho was invited by the Governor’s office to provide testimony in support when it was first heard in the House. The bill is a priority of the House Democratic Caucus and did not face substantial opposition as it moved through the process. The bill was signed into law by Governor Inslee on Thursday, May 13th.

MORE WORK TO BE DONE: Issues that we will work next year

Transportation revenue package: Both the House and Senate Transportation Committees held work sessions early in the 2021 Session to explore stakeholder priorities for a transportation revenue package. There were three packages introduced in concept: one from House Transportation Chair Jake Fey, which spent \$26m over 16 years and did not require issuance of bonds; one from Senate Transportation Chair Steve Hobbs that spent between \$17 and \$18b over sixteen years and did require bond issuance; and one from Senate Transportation Ranking

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Republican Curtis King, who proposed a smaller package of around \$11b in the same time horizon.

Chair Fey relied on carbon fees (along with gas tax increases and other pay-fors) while Chair Hobbs' initial proposal was flexible, with either a cap-and-trade funding the multimodal side of the package OR a carbon fee, depending which advanced. One of the big developments midway through session, then, was Hobbs negotiating with Sen. Carlyle to secure \$5.2b from his Climate Commitment Act (Cap and invest bill) to go toward transportation.

In spite of that progress, neither bill was able to secure consensus. By the end, the good news for the Port was only that each proposal included \$25m in funding for the West Seattle Bridge, a clear priority of ours all session.

Rumors abound that a fall special legislative session will consider a sixteen year transportation revenue package, and the Port will continue to monitor that conversation and ensure that the West Seattle Bridge funding remains.

Three-to-one match bill: One of the dark spots for the Port this session was the lack of progress on reducing the required local match for community improvement projects, like those funded by our Airport Community Ecology fund and South King County Fund. The obscure statute that allows small-dollar grants to be exempted from public bidding requirements, also requires that grant recipients demonstrate that they've provided three times the value of the public money they received. The Port worked on legislation in 2020 to reduce that to a *two to one* match. But due to the strictures of this odd virtual session—where each member agreed to only introduce seven bills maximum—neither of our champions from 2020 were willing to introduce the bill in the 2021 session.

Both legislators, Reps. Orwall and Gregerson from the 33rd Legislative District, expressed a willingness to work on the bill when the 2022 session convenes next January.

Tax increment financing: Senator Frockt and Representative Duerr sponsored legislation that seeks to give local governments – including port districts -- the authority to use Tax Increment Financing to fund public improvement projects. HB 1189 passed both chambers and was signed by Gov. Inslee on

This is a priority for the Washington Public Ports Association along with the Association of Washington Cities (AWC), the Washington Economic Development Association (WEDA), and many more. Because any taxing district could create an "increment finance area," without necessarily seeking the consent of or collaboration with other taxing districts with overlapping jurisdiction, it could result in lost property tax revenue to port districts.

Port staff engaged in negotiations with WPPA, Port of Tacoma, Port of Moses Lake, and bill supporters from the AWC and WEDA to discuss potential amendments to the bill after identifying

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overarching concern at the way the bill is written and the fact that it will capture all increased property value in an increment area, rather than simply the increase in value that's attributable to the public improvement project. In the end, Port advocates secured language in the bill that caps the overall size of tax-increment areas to \$200m in overall property value and moved our position to neutral.

HB 1189 passed the Senate in its amended form 45-2, then went back to the House where the concurrence voted was 68-30. It was signed into law by Governor Inslee on Monday, May 10th.

Staff mark this in the “more work to be done” category because advocates who support TIF are expected to seek future amendments to RAISE the cap size we negotiated. And in turn. If port districts who were opposed to the original bill see this policy implemented in a way that's detrimental to our fiscal position, ports may seek additional protections in future legislative session.

ADDITIONAL ISSUES OF INTEREST:

Police reform and accountability measures: After communicating briefly to Representative Jesse Johnson early in session about specific elements of his signature police reform bill, HB 1054, the Port moved to a “monitor” position on policing bills. The justification for not engaging more actively was that our advocacy subcommittee, created by the Policing Task Force, had not yet put forward clear policy recommendations for adoption by the commission.

Legislation that we monitored this session in Olympia included:

- ESHB 1054, Rep. Johnson's bill relating to police tactics/equipment:
 - Brief background: restricts chokeholds, military style equipment, establishes guidelines for use of teargas; outlines parameters for engaging in vehicular pursuit; and more
 - Status: Passed House by 54-43 vote on 2/27; Passed Senate 27-22 on April 6th; **Signed by the Governor on May 18th.**
- E2SHB 1089, audits of law enforcement agencies and peace officers:
 - Brief background: authorizes State Auditor to audit investigations of deadly use of force incidents by a peace officer; authorizes Criminal Justice Training Commission to request audits of law enforcement agencies regarding compliance with training and certification of peace officers
 - Status: Passed House by 80-18 vote on 2/10; Passed Senate 42-7 on April 7th; **Signed by the Governor on May 18th.**
- ESHB 1267, investigation of criminal conduct related to police use of force

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- Brief background: Creates Office of Independent Investigations (OII) withing Governor's office to conduct "Fair and competent" investigations of police use of force
 - Status: Passed House by a 57-39 vote; Passed Senate 27-22 on April 9th; **Signed by the Governor on May 18th.**
- E2SHB 1310, permissible use of force standard
 - Brief background: establishes a civil standard for peace officer use of force; requires AG to develop model policies on use of force
 - Status: Passed House by a 55-42 vote, 3/6/21; Passed Senate 26-23 on April 10; **Signed by the Governor on May 18th.**
- E2SSB 5051, state oversight of peace officers
 - Brief background: expands authorities of Criminal Justice Training Commission; expands background investigation requirements for peace officer applicants; overhauls certification and decertification processes for peace officers
 - Status: Passed Senate by a 26-19 vote on 2/25; Passed House by a 54-43 vote on April 7th; **Signed by the Governor on May 18th.**
- SSB 5066, peace officer duty to intervene
 - Brief background: requires a peace officer who witnesses another officer using excessive force to render aid to the other party; requires a peace officer to report incidents of excessive force they witness
 - Status: Passed Senate 28-21 on February 23rd; Passed Senate 71-27 on April 7th; **Signed by the Governor on May 18th.**
- E2SSB 5259, law enforcement data collection
 - Brief background: requires AG to recommend development of a statewide program for collecting use of force data; requires law enforcement agencies to begin reporting no later than three months after program is established; requires reports on issues including location, race of detainee, type of injury sustained, type of force employed
 - Status: Passed Senate by a vote of 46-2 on 3/1; Passed House 97-1 on April 6th; **Signed by the Governor on May 18th.**

Ballard-Interbay State Lands Development Authority (HB 1173): Rep. Liz Berry (D-36th LD, Ballard, Fremont, parts of Downtown) introduced legislation that Rep. Tarleton introduced at the end of her tenure in the 2020 session. HB 1173 would create a new development authority, known as a State Lands Development Authority, that would be charged with overseeing the

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redevelopment of the Armory Property in Seattle's Interbay neighborhood. Rep. Berry's "substitute" amendment to the bill reflects one concern raised by staff. However, the redevelopment options available to the Development Authority still include residential, so there are lingering concerns with the legislation.

HB 1173 passed the House by a vote of 77-21 on February 25th and was approved by its Senate committee on April 2nd. The bill then advanced to the Senate floor calendar on April 10th and was even added to a run list on April 11th. However, the Senate ran out of time and adjourned on April 11th without acting on the bill. That means it will not continue advancing and will be reintroduced at the House Rules Committee at the beginning of the 2022 legislative session.

ATTACHMENTS TO THIS BRIEFING

- (1) Presentation slides

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

November 17, 2020 – The Commission approved the 2021 State Legislative Agenda

October 27, 2020 – The Commission was briefed on the 2021 State Legislative Agenda

2021 State Legislative Session Review and Federal Affairs Look Ahead

Briefing to Port of Seattle Commission
June 8, 2021

Eric ffitch, Manager, State Government Relations, Port of Seattle

Eric Schinfeld, Senior Manager, Federal and International Government Relations, Port of Seattle

Trent House, Contract Lobbyist

Dennis McLerran, Contract Consultant

Overview

- High-level recap of 2021 Legislative Session, which adjourned on Sunday, April 25th
 - Adopted three budgets: transportation, operating, and capital.
 - LCFS and Operating Budget pass in final hours of session
- Port priority items – Big successes! But more work to be done
 - Finally successful in push for low carbon fuel standard
 - Secured state funding partnership for Quiet Sound program
 - Swift passage of technical correction to airline catering legislation passed in 2020
- Additional items of interest
 - Juneteenth
 - Tourism funding
 - Environmental cleanup projects

Priority Agenda Items

Low Carbon Fuel Standard: In final hours of the 2021 session, this long-held Port of Seattle priority was negotiated and passed and sent to the Governor for his signature. Major step forward in Washington's— and the Port's— efforts to fight climate change and reduce air pollution in communities.



Airline catering workers: With only a few days till session, the Port brought a technical issue to Senator Keiser, and asked her to help clarify that the Port had the authority to implement minimum labor standards for certain employees. The bill sailed through with little opposition and will be big for our flight kitchen employees.



Quiet Sound funding: In spite of not being included in Governor Inslee's budget request, the Port led a coalition of maritime industry leaders, environmental advocates, and more to push for \$250,000 in annual funding for each of the next two years to implement the Quiet Sound voluntary vessel noise reduction program.

Additional Port Priorities

- Cap-and-invest (SB 5126)
- Streamlined sales tax mitigation
- Model Toxics Control Act funding
- Juneteenth
- CPARB reauthorization
- Port districts retail broadband authority
- HEAL Act

More Work to be Done

- Transportation revenue package
- 2:1 match for local improvement projects
- Tax increment financing bill



Next Steps

- Funding and other follow ups: LCFS next steps; Quiet Sound implementation; transportation special session?
- Interim meetings with lawmakers (July-December 2021)
- Potential small group tours with legislative stakeholders (July-September 2021)
- 2022 Legislative Agenda Development (now through November 2021)

Federal Political Context

- President Biden has prioritized infrastructure and climate action as a main focus of his Administration
 - American Jobs Plan
 - Regulatory actions and executive orders
 - Negotiations with Senate Republicans
- Additional Port priorities with potential for action this year:
 - Policing reform
 - Equity
 - COVID recovery (i.e. – travel & tourism)
- 50-50 Senate split creates major challenges for legislative action
 - “Budget Reconciliation” is a potential path for major progress, but limited to issues with a fiscal nexus

American Jobs Plan (& American Families Plan) the path forward

There are not 60 votes for a \$2.3B infrastructure & climate bill (plus \$1.8B for family policies) in the US Senate. Therefore, to enact some or all of these policies:

Either

- 50-vote budget reconciliation process (only Democratic votes)
 - Limits inclusion of policy, all aspects would need a budgetary nexus
 - Unclear whether there are 50 votes for this approach

Or

- 60 vote “traditional infrastructure only” bill THEN a climate (plus family policy) reconciliation package
 - Unclear whether there are 60 votes for the former
 - Unclear whether there are 50 Democratic votes for the latter

Climate Legislation* and Other Priorities

Climate

- **Sustainable Aviation Fuel Act:** SAF Blender's Tax Credit, FAA grant program, EPA Low Carbon Aviation Fuel Standard, DoD purchasing requirement, FAA/DOE/Ag research programs
- **SAF Blenders Tax Credit Legislation:** SAF BTC only
- **Climate Smart Ports Act:** \$1 billion-a-year zero-emissions ports infrastructure program
- **Resilient Ports Act:** creates eligibility within the Port Infrastructure Development Program (PIDP) for port environmental and resiliency projects
- **CLEAN Future Act:** authorizes \$565 billion in spending over the next decade to achieve US decarbonization, including \$2 billion annually to decarbonize and electrify port infrastructure and operations.

Other

- **Policing reform negotiations** (Scott/Bass/Booker)
- **Endless Frontiers Act/US Innovation & Competition Act** (includes Office of Manufacturing and Industrial Innovation, plus some helpful trade/tariff policies)
- **FY22 Appropriations**

**Best chances for any of these bills would be as part of the American Jobs Plan*

Executive/Regulatory Action

- Significant regulatory action on climate, immigration, equity and other priorities
- On climate:
 - Initiated action to address 120 of the 210 environmental actions taken by the Trump Administration
 - New focus on offshore wind
 - Updating grant criteria in BUILD, INFRA and PIDP
 - New grant programs (i.e.-FAA Environmental Pilot Program Grant)
- No action yet on trade and tariffs

Port Advocacy Next Steps

- Sharing support for American Jobs Plan with Washington Congressional delegation and Biden Administration (SecDoT retweet!)
- Working to build champions for SAF and maritime decarbonization efforts within Delegation
- Engaging with PNNL & DOE to identify opportunities for port decarbonization pilot programs, demonstration projects or partnerships
- Seeking FY22 appropriations earmarks and increased programmatic funding for key Port infrastructure and community programs

Questions?

RETURN TO AGENDA

Thanks for your engagement in our expansive advocacy work!