



COMMISSION REGULAR MEETING AGENDA

December 13, 2022

To be held virtually via MS Teams and in person at the Port of Seattle Headquarters Building – Commission Chambers, Pier 69, 2711 Alaskan Way, Seattle WA. You may view the full meeting live at meetings.portseattle.org. To listen live, call in at +1 (425) 660-9954 or (833) 209-2690 and Conference ID 385 038 379#

ORDER OF BUSINESS

10:30 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

4a. Proclamation in Recognition of Korean American Day, January 13, 2023 (**no enclosure**)

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>*

During the regular order of business, those wishing to provide public comment on items related to the conduct of the Port 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 related to the conduct of the Port you wish to speak to by 9:00 a.m. PT on Tuesday, December 13, 2022. (**Please be advised that public comment is limited to topics related to the conduct of the Port only.**) You will then be provided with instructions and a link to join the Teams meeting.

3) Deliver public comment in person by signing up to speak on your arrival to the physical meeting location: To take advantage of this option, please arrive at least 15 minutes prior to the start of any regular meeting to sign-up on the public comment sheet available at the entrance to the meeting room to speak on items related to the conduct of the Port.

For additional information, please contact commission-public-records@portseattle.org.

***Agenda Item 11a will be re-ordered on the agenda and presented at this time.**

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

8a. Approval of Minutes of the Special Meeting of November 29, 2022. **(no enclosure)** **(p.5)**

8b. Approval of the Claims and Obligations for the Period November 1, 2022, through November 30, 2022, Including Accounts Payable Check Nos. 945882 through 946240 in the Amount of \$2,779,625.31; Accounts Payable ACH Nos. 049531 through 050452 in the Amount of \$51,767,320.70; Accounts Payable Wire Transfer Nos. 015936 through 015952 in the Amount of \$14,263,484.44; Payroll Check Nos. 204281 through 204685 in the Amount of \$128,132.92; and Payroll ACH Nos. 1106928 through 1111272 in the Amount of \$13,235,780.00, for a Fund Total of \$82,174,343.37. **(memo enclosed)** **(p.14)**

8c. Commission Determination that a Competitive Exemption is Appropriate from Procurement Activities, Including Purchasing and Services, Related to the Advertising Services Associated with the Airport Dining and Retail Tenants Under the Airport Dining and Retail (ADR) Tenant Marketing Fund, for a Period of Not-to-Exceed Ten Years. **(memo enclosed)** **(p.17)**

8d. Authorization for the Executive Director to Increase the Project Budget by \$5,207,000 for a Revised Total Budget of \$8,100,000; to Prepare Design and Construction Bid Documents for the Access Control in Communication Rooms Project; to Utilize Port of Seattle Crews and Small Works Contracts for Pre-Construction Work; to Procure Long-Lead Owner Furnished Equipment to Include Network Switches, Interface Terminal Boxes and Main Headend Gear, in the Request Amount of \$2,000,000, and an Estimated Total Project Cost Not-to-Exceed \$8,100,000. (CIP# C800935) **(memo enclosed)** **(p.19)**

8e. Authorization for the Executive Director to Advertise and Execute a Long-Term Purchasing Agreement for Up to Ten Years with a Manufacturer for Airport Baggage Claim, Ticketing, and Concourse Seating to Replace Existing Seating to Enhance the Level of Service, in the Maximum Contract Value of \$11,000,000. **(memo and presentation enclosed)** **(p.23)**

8f. Authorization for the Executive Director to Award and Execute a Major Construction Contract to the Low Bidder for an Irregular Bid Outcome with Only One Bid Submitted for the Chiller 6 Repair Project at Seattle-Tacoma International Airport. **(memo enclosed)** **(p.31)**

8g. Authorization for the Executive Director to Execute a Settlement Agreement to Recover Environmental Costs. **(memo enclosed)** **(p.33)**

- 8h. Authorization for the Executive Director to Renew a King County Jail Interlocal Agreement to Extend Booking Service for the King County Jail Interlocal Agreement that Expires December 31, 2024. ([memo](#), [agreement](#), and [letter](#) enclosed) (p.35)
- 8i. Authorization for the Executive Director to Execute Contracts for Regional Transportation and Planning Services Related to Port Activities/Assets and the Transportation Systems that are Key to the Port's and the Region's Long-Term Vitality, in an Amount Not-to-Exceed \$400,000 and a Duration of Up to Four Years. ([memo](#) enclosed) (p.65)
- 8j. Authorization for the Executive Director to Proceed with the Storage Area Network Refresh Project and to Execute Contract(s) for Hardware, Software, and Implementation Services for a Total Project Cost Not-to-Exceed \$750,000. (CIP# C801342) ([memo](#) enclosed) (p.69)
- 8k. Authorization for the Executive Director to Execute a New Collective Bargaining Agreement Between the Port of Seattle and the International Brotherhood of Teamsters, Local 117, Representing Police/Fire Communication Specialists at the Port of Seattle Covering the Period from January 1, 2022 through December 31, 2024. ([memo](#) and [agreement](#) enclosed) (p.73)
- 8l. Authorization for the Executive Director to Execute a New Memorandum of Understanding Between the Seattle Building and Construction Trades Council and its Affiliated Union, Representing Iron Workers at Port Construction Services Covering the Period from December 1, 2022, through December 31, 2023. ([memo](#) and [agreement](#) enclosed) (p.118)
- 8m. Number Not Used.
- 8n. Authorization for the Executive Director to Sign a Memorandum of Agreement with King County, Substantially in the Form Attached with Minor Changes to be Approved by Legal Counsel, to Allow the Port to Collaborate with King County on Advancing a Regional Green Jobs Agenda as Supported by One, Twelve-Month FUSE Corps Executive Fellow, With an Optional Two Additional Years of the Agreement. ([memo](#), [draft agreement](#), [project description](#), and [presentation](#) enclosed) (p.125)
- 8o. Authorization for the Executive Director to Design, Bid, and Construct International Arrivals Facility (IAF) Aircraft Gate and Baggage Conveyor Safety Access Improvements Utilizing External and Port Crews; and Extending Staff Coverage as Necessary Through 2023, in the Estimated Amount of \$10 Million, and a Total Program Authorization of \$996,645,000. ([memo](#) enclosed) (p.144)

10. NEW BUSINESS

- 10a. Introduction of Resolution No. 3811: A Resolution Increasing the Rate of Per Diem Allowance to Port of Seattle Commissioners, as Provided for by Washington State Statute RCW 53.12.060(3). ([memo](#), [previously adopted resolution](#), [draft resolution](#), and [presentation](#) enclosed) (p.149)

11. PRESENTATIONS AND STAFF REPORTS

- 11a. ¹On-Demand Taxi/Flat Rate Program Briefing. ([memo](#), [previously adopted resolution](#), [Motion 2019-03, Order 2021-04](#), and [presentation](#) enclosed) (p.166)
- 11b. 2023 Local, Regional and Community Engagement Policy Priorities Briefing. ([memo](#) and [presentation](#) enclosed) (p.259)

12. QUESTIONS on REFERRAL to COMMITTEE and CLOSING COMMENTS

13. ADJOURNMENT

¹ Agenda Item 11a will be re-ordered on the agenda and heard immediately after the Public Comment section of the agenda.



P.O. Box 1209
Seattle, Washington 98111
www.portseattle.org
206.787.3000

APPROVED MINUTES COMMISSION SPECIAL MEETING NOVEMBER 29, 2022

The Port of Seattle Commission met in a special meeting Tuesday, November 29, 2022. The meeting was held at the Seattle-Tacoma International Airport Conference Center, located at 17801 International Blvd, Seattle WA, Mezzanine Level, Seattle, Washington, and virtually on Microsoft Teams. Commissioners Calkins, Cho, Felleman, Hasegawa, and Mohamed were present.

1. CALL to ORDER

The meeting was convened at 10:30 a.m. by Commission President Ryan Calkins.

2. EXECUTIVE SESSION pursuant to RCW 42.30.110

The public meeting recessed into executive session to discuss two matters regarding litigation/or potential litigation/or legal risk, per RCW 42.30.110(1)(i) for approximately 35 minutes, with the intention of reconvening the public session at 12:00 p.m. Following the executive session, the public meeting reconvened at 12:08 p.m. Commission President Calkins led the flag salute.

3. APPROVAL of the AGENDA

The agenda was approved without objection, as amended. *(Item 10d was re-ordered to be heard as the last item under New Business. Item 8h was pulled from the agenda at the request of staff and will be brought forward at a later date.)*

In favor: Calkins, Cho, Felleman, Hasegawa and Mohamed (5)

Opposed: (0)

4. SPECIAL ORDERS OF THE DAY

No Special Orders of the Day were presented.

5. EXECUTIVE DIRECTOR'S REPORT

Executive Director Metruck previewed items on the day's agenda and made general and meeting-related announcements.

6. COMMITTEE REPORTS

Commission Strategic Advisor Erica Chung provided a report regarding discussion held at the Portwide Arts and Culture Board meeting held on November 9, 2022, and regarding the Highline Forum meeting held on November 16, 2022.

Port-Wide Arts and Culture Board

Commissioners Felleman and Hasegawa convened the Portwide Arts and Culture Board on Wednesday, November 9, 2022. Members were introduced to Daphne Maiden, college intern who is interning for another year. Committee Members were also briefed on conservation projects, upcoming installations, art opportunities at the airport and at Fisherman's Terminal, a collaboration youth art project with Port External Relations, and the temporary Schmidt Ocean Institute exhibit at P66 and P69. The Committee and staff also discussed how to support artists, who are small businesses, to better understand the Request for Proposals (RFP) process, the importance of staff being involved early in the capital improvement design and planning stage so that art and wayfinding placement are integrated in the design process; and syncing art with relevant cultural event or heritage month to further highlight diverse art and artist. Members asked staff to include the "Emerald City" art on the next board agenda, so members can better understand the issue. They also agreed to conduct site visits of the airport and Fisherman's Terminal.

Highline Forum

The Highline Forum held its last meeting of the year on November 16, 2022. SeaTac Deputy Mayor Senayet Negusse chaired the meeting, with Commissioner Hasegawa traveling and with the Community Co-Chair unavailable. The Highline Forum received three presentations: (1) Update on the Puget Sound Gateway Program's State Route 509 Extension Project; (2) Update from Sound Transit on projects in South King County, including the Federal Way Link Extension Project, STRide bus rapid transit, and the proposed South Operations and Maintenance Facility; and (3) Update on StART.

The Federal Way Link Extension project is delayed a year. The stations at Kent-Des Moines, Star Lake, and downtown Federal Way will now open in late 2025.

The StART update was provided by Clare Gallagher, standing in for Aviation Managing Director Lance Lyttle. Ms. Gallagher noted that, after completion of a Ground Noise Study and review of the topic of "reverse thrust" by StART's Noise Working Group, the full StART committee recommended a change in language to the Airport's Master Record to discourage the use of reverse thrust beyond what is needed for operational or safety reasons. The change will help reduce ground noise experienced by the neighboring communities, and can only be made voluntarily by the airlines, so a great deal of appreciation has been expressed to Alaska Airlines, Delta Airlines, and the FAA in working to facilitate the change.

A solicitation was made for a new Community Co-Chair for 2023, and Mayor Matt Mahoney has graciously stepped up to serve in that capacity.

7. PUBLIC COMMENT

No public comment was received.

8. CONSENT AGENDA

[Clerk's Note: Items on the Consent Agenda are not individually discussed. Commissioners may remove items for separate discussion and vote when approving the agenda.]

8a. Approval of Minutes of the Regular Meeting of November 8, 2022.

8b. Authorization for the Executive Director to Execute Up to Two Indefinite Delivery, Indefinite Quantity Consultant Agreements for Services Related to Survey and Mapping Services, with a Cumulative Total Amount Not-to-Exceed \$3 Million; One Indefinite Delivery, Indefinite Quantity Consultant Agreement for Services Related to Construction Safety Services with a Cumulative Total Amount Not-to-Exceed \$3,000,000.

Request document(s) included an agenda memorandum.

8c. Authorization for the Executive Director to Execute Two Contracts for Facilitation and Project Management Services Involving Complex Business or Public Policy Issues, for a Cost Not-to-Exceed \$1,500,000 and Duration of Up to Five Years.

Request document(s) included an agenda memorandum.

8d. Authorization for the Executive Director to Acquire Additional Funding for the Construction of the Fishermen's Terminal ADA Compliance Project in the Amount of \$600,000 and a Total Estimated Project Cost of \$1,790,000. (CIP C#801198)

Request document(s) included an agenda memorandum and presentation.

8e. Adoption of Resolution No. 3807: A Resolution Amending the Policy Directive for Salaries and Benefits for Employees not Covered by a Collective Bargaining Agreement Established by Resolution No. 3790 and Providing an Effective Date for All Amendments of January 1, 2023.

Request document(s) included an agenda memorandum, resolution, Attachment A, Exhibit A, 2022 current pay ranges, and definition document.

8f. (Number Not Used.)

8g. Authorization for the Executive Director to Execute a New Memorandum of Understanding Between the Seattle Building and Construction Trades Council and Its Affiliated Unions, Representing Laborers and Operating Engineers at Port Construction Services Covering the Period from December 1, 2022, Through December 31, 2023.

Request document(s) included an agenda memorandum and agreement.

~~8h.¹ Authorization for the Executive Director to Execute a New Memorandum of Understanding Between the Seattle Building and Construction Trades Council and Its Affiliated Union, Representing Iron Workers at Port Construction Services Covering the Period from December 1, 2022, Through December 31, 2023.~~

Request document(s) included an agenda memorandum and agreement.

The motion for approval of consent agenda items 8a, 8b, 8c, 8d, 8e, and 8g carried by the following vote:

In favor: Calkins, Cho, Felleman, Hasegawa, and Mohamed (5)

Opposed: (0)

10. NEW BUSINESS

10a. Adoption of Resolution No. 3805: A Resolution Adopting the Final Budget of the Port of Seattle for the Year 2023; Making, Determining, and Deciding the Amount of Taxes to Be Levied Upon the Current Assessment Roll; Providing Payment of Bond Redemptions and Interest, Cost of Future Capital Improvements and Acquisitions, and for Such General Purposes Allowed by Law Which the Port Deems Necessary; and Directing the King County Council as to the Specific Sums to be Levied on All of the Assessed Properties of the Port of Seattle District in the Year 2023.

10b. Adoption of Resolution No. 3806: A Resolution of the Port Commission of the Port of Seattle Specifying the Dollar and Percentage Change in the Regular Property Levy from the Previous Year per RCW 84.55.120; Providing for an Increase of the Levy from \$81,036,634 to \$82,657,367.

Request document(s) included an agenda memorandum 1, agenda memorandum 2, draft resolution 1, draft resolution 2, and presentation.

Presenter(s):

Dan Thomas, Chief Financial Officer, Finance and Budget
Michael Tong, Director Corporate Budget, Finance and Budget
Borgan Anderson, Director, Aviation Finance and Budget

Clerk Hart read Item 10a and 10b into the record.

Executive Director Metruck introduced the item and presenters.

Members of the Commission and staff discussed:

- release of the budget document on an elevated schedule, release expected December 5th or 6th;
- an increase to the Passenger Facilities Charge day rate, which is not currently reflected in the budget;

¹ Agenda Item 8h was removed from the agenda and returned to staff.

- timing for a briefing regarding the role of the Port of Seattle in future offshore wind in February during a session of the Northwest Seaport Alliance;
- lease potential for the Port in the area of offshore wind; and
- looking closely at spending choices and how it relates to equity.

Members of the Commission thanked Executive Director Metruck and all staff for their work involved in the budget process and production.

The motion, made by Commissioner Felleman, to adopt Resolution Nos. 3805 and 3806, carried by the following vote:

In favor: Calkins, Cho, Felleman, Hasegawa, and Mohamed (5)

Opposed: (0)

10c. Introduction and Adoption of Resolution No. 3808: A Resolution Authorizing the Executive Director to Sell and Convey Port Personal Property in 2023 in Accordance with RCW 53.08.090 with a Value Not Greater than \$23,000 and Repealing Resolution No. 3797, Dealing with the Same Subject.

Request document(s) included an agenda memorandum and resolution.

Presenter(s):

Don Kelley, Senior Manager, AFR General Accounting

Clerk Hart read Item 10c into the record.

Executive Director Metruck introduced the item and presenters.

Without objection, Members of the Commission agreed to consolidate readings of the resolution from two meetings to one, allowing for adoption of the item on the same day it is introduced, per Commission Bylaws and Rules of procedure provisions.

The presentation addressed extension of the existing authority through 2023 and the dollar amount of surplus set by the state.

Members of the Commission recognized Rudy Caluza, Director of Accounting and Financial Reporting, for his efforts to always place surplus equipment in the hands of the community.

The motion to adopt Resolution 3808, made by Commissioner Felleman, carried by the following vote:

In favor: Calkins, Cho, Felleman, Hasegawa, and Mohamed (5)

Opposed: (0)

10e. Introduction and Adoption of Resolution No. 3809: A Resolution Amending Resolution No. 3464 Authorizing Extension of the Passenger Facility Charge Program at Seattle-Tacoma International Airport, Effective January 1, 2023.

Request document(s) included an agenda memorandum, resolution, and presentation.

Presenter(s):

Robert Giacometti, Aviation Grants Program Manager, Aviation Finance and Budget
Borgan Anderson, Director, Aviation Finance and Budget

Clerk Hart read Item 10e into the record.

Executive Director Metruck introduced the item and presenters.

Without objection, Members of the Commission agreed to consolidate readings of the resolution from two meetings to one, allowing for adoption of the item on the same day it is introduced, per Commission Bylaws and Rules of procedure provisions.

The presentation addressed:

- the importance of Passenger Facility Charges (PFCs);
- how PFCs are paid;
- the request to extend the PFC resolution of the Commission to allow continued collection of PFCs until the Port Commission decides to terminate collection;
- PFC annual collections; and
- PFC history of approval and use.

The motion to adopt Resolution No. 3809, made by Commissioner Cho, carried by the following vote:

In favor: Calkins, Cho, Felleman, Hasegawa, and Mohamed (5)

Opposed: (0)

10f. Introduction of Resolution No. 3810: A Resolution Repealing Resolution Nos. 3605, 3628, 3704, and All Preceding Resolutions Pertaining to the Commission's 'Delegation of Responsibility and Authority to the Executive Director' Policy Directive, and Adopting a New Policy Directive as Set Forth in Exhibit A of the Resolution.

Request document(s) included an agenda memorandum, resolution, Exhibit A, and presentation.

Presenter(s):

Dave Soike, Chief Operating Officer
Ryan Stamper, Senior Port Counsel, Attorney Services
Michelle M. Hart, MMC, Commission Clerk

Clerk Hart read Item 10f into the record.

Executive Director Metruck introduced the item and presenters.

The presentation addressed:

- the work of the cross-departmental project team established as a follow-on to the 2020 Internal Audit Committee report, at the directive of the Commission's Audit Committee, to review the Delegation of Responsibility and Authority (DORA) to the Executive Director's policy directive in order to identify efficiencies available to the Commission regarding the delegation;
- the port staff survey of the Commission memo process conducted;

- comparator agencies delegation data;
- inflation erosion upon the delegation threshold;
- the three-year review of Commission data analyzed with respect to Commission actions, types of actions, amount of time to prepare and deliver actions, and where a concentration of dollars are spent in both operating and capital in data;
- benefits to raising the delegation level;
- estimated financial and time savings gained;
- the amount of time currently granted to the Executive under the current delegation authority level to run the Port;
- legal changes to the policy directive and other general updates made;
- transparency measures built in for Commission and public viewing and information; and
- regulatory and statutory provisions to safeguard abuse of the system.

Discussion ensued regarding:

- the failsafe/threshold for an item to be referred to the Commission and having that clearly identified;
- use of agenda setting meetings and other avenues to identify issues that should go to the Commission;
- public access to the records;
- any near-term SAMP projects below the proposed new delegation threshold;
- receiving a list of categories/types of items for authorizations that will fall into the delegated threshold;
- receiving additional comparative agency data;
- conducting additional outreach to stakeholders;
- assurances against project segmentation under delegated thresholds to avoid going to the Commission, with a particular focus on sole source implications;
- creating an amendment for a periodic review of the Delegation policy; and
- providing a redline of the original document to the Commission.

The motion to introduce Resolution No. 3810, made by Commissioner Felleman, carried by the following vote:

In favor: Calkins, Cho, Felleman, Hasegawa, and Mohamed (5)

Opposed: (0)

Commission President Calkins advised that the item would come back to the Commission for consideration of adoption in January 2023.

(Commissioner Mohamed exited the meeting at this time and was recused from voting on Agenda Item 10d.)

10d. Authorization for the Executive Director to Spend Environmental Remediation Funds for 2023 in the Amount of \$11,000,000 and to Approve a Five-Year Spending Plan in the Amount of \$103,000,000 for the Environmental Remediation Liability Program for 2023-2027, of which an Estimated Not-to-Exceed Amount of \$30,000,000 will be Obligated During 2023 to Be Spent in Future Years.

Request document(s) included an agenda memorandum, map 1, map 2, and map 3.

Presenter(s):

Sarah Ogier, Director, Maritime, Maritime Environment and Sustainability
Kathy Bahnick, Senior Manager, Maritime Environment and Sustainability
Megan King, Senior Program Manager, AV Environmental Programs

Clerk Hart read Item 10d into the record.

Executive Director Metruck introduced the item and presenters.

The presentation addressed:

- the Port's request for a five-year approval to address environmental clean-up activities;
- cost recovery efforts of the Port to support the program;
- the purpose of the funding to conduct investigations, identify clean-up approaches, and to perform clean-up operations;
- sites included in the authorization; and
- long-term timelines associated with clean-up efforts.

Discussion ensued regarding:

- the role of the Elliott Bay Trustee Council in managing the ecological impacts of contamination;
- T-5 site clean-up, the adjacent landfill and methane collection occurring on the site;
- planned projects not impacting fishing off the docks; and
- inter-government work with tribes.

The motion, made by Commissioner Felleman, carried by the following vote:

In favor: Calkins, Cho, Felleman, and Hasegawa (4)

Opposed: (0)

(Commissioner Mohamed returned to the meeting at this time.)

11. PRESENTATIONS AND STAFF REPORTS

11a. 2022 Public Art Program Annual Report.

Presentation document(s) included an agenda memorandum and presentation.

Presenter(s):

Lance Lytle, Managing Director, Aviation Director's Office
Tommy Gregory, Senior Public Art Program Manager and Curator, Aviation Directors Office
Annabelle Goavec, Public Art Program Coordinator, Aviation Director's Office

Commission Clerk Michelle Hart read Item 11a into the record.

Executive Director Metruck introduced the item.

The presentation addressed:

- the mission and vision of the public art program;
- 2021 Skytrax reporting;
- capital projects including art;
- indigenous art acquisition;
- employee services center;
- restroom Phase 4 upcoming installations;
- widen arrivals project;
- public art plan alignment with major capital improvement program projects;
- art integration to maritime and economic development projects;
- art acquisition process and milestones;
- art conservation efforts and maintenance;
- temporary exhibitions; and
- other art projects in the works.

Members of the Commission and staff discussed the structure of the art budget and dedicating art funds from the capital improvement program to enhance the customer experience.

12. QUESTIONS on REFERRAL to COMMITTEE and CLOSING COMMENTS

Members of the Commission spoke regarding their recent International travel engagements with the Port's sister city and sister port in Japan; thanked staff for their support and hard work in arranging the trips; and noted the areas of study engagement and the role of ports in economic development.

13. ADJOURNMENT

There was no further business and the meeting adjourned at 3:26 p.m.

Prepared:

Attest:

Michelle M. Hart, Commission Clerk

Toshiko Hasegawa, Commission Secretary

Minutes approved: November 29, 2022

**COMMISSION
AGENDA MEMORANDUM**

Item No. 8b

ACTION ITEM

Date of Meeting December 13, 2022

DATE: December 5, 2022
TO: Steve Metruck, Executive Director
FROM: Eloise Olivar, AFR Senior Manager Disbursements
SUBJECT: **Claims and Obligations – November 2022**

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 November 1 through 30, 2022 as follows:

Payment Type	Payment Reference Start Number	Payment Reference End Number	Amount
Accounts Payable Checks	945882	946240	\$ 2,779,625.31
Accounts Payable ACH	049531	050452	\$ 51,767,320.70
Accounts Payable Wire Transfers	015936	015952	\$ 14,263,484.44
Payroll Checks	204281	204685	\$ 128,132.92
Payroll ACH	1106928	1111272	\$ 13,235,780.00
Total Payments			\$ 82,174,343.37

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 December 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.

Meeting Date December 13, 2022

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 November 2022, over \$68,810,430.45 in payments were made to nearly 787 vendors, comprised of 2,189 invoices and over 9,817 accounting expense transactions. About 91 percent of the accounts payable payments made in the month fall into the Construction, Employee Benefits, Contracted Services, Payroll Taxes, Leasehold Taxes, Utility Expenses, Sales Taxes, Janitorial Services, Insurance and Maintenance Inventory. Payroll expense for the month of November was \$13,363,912.92.

Top 15 Payment Category Summary:

Category	Payment Amount
Construction	28,223,846.25
Employee Benefits	9,134,715.44
Contracted Services	6,229,596.07
Payroll Taxes	4,925,202.38
Leasehold Taxes	4,704,437.18
Utility Expenses	3,927,806.99
Sales Taxes	1,677,944.73
Janitorial Services	1,404,126.55
Insurance	1,194,149.87
Maintenance Inventory	1,027,474.57
Software	821,895.19
Computers & Telephone	654,277.99
Parking Taxes	529,873.62
Bond Fees	523,935.69
Legal	483,767.00
Other Categories Total:	3,347,380.93
Net Payroll	13,363,912.92
Total Payments:	\$82,174,343.37

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 December 13, 2022, 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

RETURN TO AGENDA

**COMMISSION
AGENDA MEMORANDUM**

Item No.

8c

ACTION ITEM

Date of Meeting

December 13, 2022

DATE November 14, 2022

TO: Stephen P. Metruck, Executive Director

FROM: Dawn Hunter, Director, Aviation Commercial Management
Khalia Moore, Senior Manager, Airport Dining and Retail

SUBJECT: Competitive Exemption for the Tenant Marketing Fund

Amount of this request: \$ 0

Total estimated project cost: \$ 0

ACTION REQUESTED

Request Commissioners to determine a competitive exemption is appropriate from procurement activities, including purchasing and services, related to the advertising services associated with the Airport Dining and Retail tenants under the Airport Dining and Retail (ADR) Tenant Marketing Fund, for a period not to exceed ten (10) years.

EXECUTIVE SUMMARY

In 2005, the Port of Seattle (Port) and its ADR tenants established a joint marketing program and associated fund for the purpose of promoting the quality and variety of products, locations, and services available from ADR Tenants. Moreover, it promotes brand identity for tenants and the entire ADR program.

The ADR Tenant Marketing Fund was established to increase awareness of the ADR locations and promote brand identity for the entire ADR program. The program is funded by the concessionaires at the Airport who contribute one half of one percent (0.5%) of monthly gross sales, not to exceed \$24,000 per agreement year. For leases signed in 2016 and beyond, the marketing fee is capped at \$30,000.

The ADR Tenant Marketing Fund is managed by the ADR Tenants through a marketing fund group that is comprised of a member of all ADR Tenants. Annually, the group approves a budget and meets on a quarterly basis. ADR Staff, on behalf of the tenants, ensures the budget is followed and all needed procurements necessary to complete the business of the Marketing Fund are facilitated.

Meeting Date: December 13, 2022

JUSTIFICATION

In accordance with RCW 53.19.020, Commissioners may determine contracts or groups of contracts may be exempted from the competitive solicitation process if Commissioners determine a competitive process is not appropriate or cost effective. Advertising purchases and services associated with the ADR Tenant Marketing Fund are contracts, or group of contracts, Staff recommend to exempt from the competitive solicitation process due to the unique nature of the tenant marketing fund and its collaborative management with ADR tenants.

There are no attachments to this memo.

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**COMMISSION
AGENDA MEMORANDUM**

Item No. 8d

ACTION ITEM

Date of Meeting December 13, 2022

DATE: December 2, 2022

TO: Stephen P. Metruck, Executive Director

FROM: Keri Stephens, Director, Aviation Facilities and Capital Programs
Eileen Francisco, Director, Aviation Project Management

SUBJECT: Access Control in Communication Rooms (CIP# C800935) – Design Authorization

Amount of this request: \$ 2,000,000

Total estimated project cost: \$ 8,100,000

ACTION REQUESTED

Request Commission authorization for the Executive Director to (1) increase the project budget by \$5,207,000 for a revised total budget of \$8,100,000; (2) prepare design and construction bid documents for the Access Control in Communication Rooms project; (3) Utilize Port of Seattle crews and small works contracts for pre-construction work; (4) procurement of long-lead owner furnished equipment to include network switches, interface terminal boxes (ITB), and main headend gear. The amount of this request is \$2,000,000 for an estimated total project cost not to exceed \$8,100,000.

EXECUTIVE SUMMARY

Communication rooms at Seattle-Tacoma International Airport (STIA) house telecommunications and data processing equipment that are critical for airport operations. The Port of Seattle updated the security requirements for communications rooms and a subsequent security audit identified deficiencies in communications rooms in need of correction. This project will bring all STIA terminal communications rooms up to the latest Port of Seattle security standards by installing (details intentionally omitted) enhanced security measures.

When developing the preliminary budget for this project it was assumed core security infrastructure capacity was available and that the project could be completed at a relatively low cost. Through preliminary design and field investigation completed this year, it was determined that substantial additional security infrastructure (local power supplies, new head end equipment and interface terminal boxes) would be required at each communications room. As a result of the additional scope, project delays due to the Coronavirus disruption, rising material costs, increased labor rates, and escalation the project team is requesting an additional \$5,207,000 for a total revised budget of \$8,100,000.

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JUSTIFICATION

This project is designed to comply with findings from an internal audit of the communication rooms at STIA. The locations were identified in the audit, several have since been updated as part of other projects, the remaining rooms will be addressed with this project. These sensitive rooms contain vital communication equipment and cable interconnection infrastructure. The findings from the audit revealed the requirement for increased security and access control for these rooms. Existing key or cipher lock access does not meet the latest heightened security requirements and access controls. The scope of this project will increase security measures to meet current Port standards.

Diversity in Contracting

The design services will be completed using an existing IDIQ contract that was established in 2022 which has a 17% WMBE participation utilization goal.

DETAILS***Scope of Work***

For security purposes, key details of the Access Control in Communication Room project have been intentionally omitted:

- (1) Design services will evaluate the internal audit-identified Communication rooms needing access control devices, associated wiring, and infrastructure equipment.
- (2) Design services will provide communication and electrical drawings required for installing new access control devices, wiring, associated infrastructure equipment and connection to existing STIA networks.
- (3) Construction services:
 - a. Modify room walls to accommodate infrastructure equipment
 - b. Modify walls around door to accommodate access control devices
 - c. Modify doors as required
 - d. Install associated wiring and interconnections for access control devices
 - e. Installation of infrastructure equipment, access control devices, and surveillance equipment.
 - f. Connection to current STIA Access Control System and surveillance system
 - g. Set-up and removal of barricades for securing the rooms during construction

Cost Breakdown

	This Request	Total Project
Design	\$2,000,000	\$2,968,000
Construction		5,132,000
Total	\$2,000,000	\$8,100,000

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ALTERNATIVES AND IMPLICATIONS CONSIDERED

Alternative 1 –Status Quo. Do not proceed with project.

Cost Implications: Expense approximately \$75,000 for notebook development costs.

Pros:

- (1) Delays or defers capital investment.

Cons:

- (1) Audit findings remain unaddressed.
- (2) Security of the communication rooms remain at current levels with no reduction in risk of unauthorized access.
- (3) Change in software/hardware may happen during deferment.
- (4) Potential for additional increase in costs for materials, labor, and/or inflation.

This is not the recommended alternative.

Alternative 2 – Comply with Audit and secure STIA communication rooms.

Cost Implications: \$8,100,000 in capital cost.

Pros:

- (1) Complies with the Audit and brings the security access of these sensitive rooms to current Port standards.
- (2) Reduces the potential risk for unauthorized access onto critical STIA networks.
- (3) Provides the owners of these rooms the ability to remotely monitor room and door status.
- (4) Provides better flexibility to control who has access to these highly sensitive rooms.

Cons:

- (1) Capital Cost

This is the recommended alternative.

Meeting Date: December 13, 2022

FINANCIAL IMPLICATIONS

<i>Cost Estimate/Authorization Summary</i>	Capital	Expense	Total
COST ESTIMATE			
Original estimate	\$2,893,000	\$0	\$2,893,000
Current change	5,207,000	0	5,207,000
Revised estimate	8,100,000	0	8,100,000
AUTHORIZATION			
Previous authorizations	100,000	0	100,000
Current request for authorization	2,000,000	0	2,000,000
Total authorizations, including this request	2,100,000	0	2,100,000
Remaining amount to be authorized	\$6,000,000	\$0	\$6,000,000

Annual Budget Status and Source of Funds

This project C800935 is included in the 2023-2027 capital budget and plan of finance with a budget of \$8,100,000. The funding sources will be the Airport Development Fund and future revenue bonds.

Financial Analysis and Summary

Project cost for analysis	\$8,100,000
Business Unit (BU)	Terminal Building
Effect on business performance (NOI after depreciation)	NOI after depreciation will increase due to inclusion of capital (and operating) costs in airline rate base.
IRR/NPV (if relevant)	N/A
CPE Impact	\$0.02 in 2026

Future Revenues and Expenses (Total cost of ownership)

As a result of this project, Aviation Maintenance may see a small increase in preventative maintenance support.

ATTACHMENTS TO THIS REQUEST

None

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

None

RETURN TO AGENDA



COMMISSION
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Item No. 8e

ACTION ITEM

Date of Meeting December 13, 2022

DATE : November 17, 2022

TO: Stephen P. Metruck, Executive Director

FROM: Laurel Dunphy, Director Airport Operations

SUBJECT: Airport Seating Contract Bag Claim, Ticketing and Concourse

Amount of this request: \$0

Maximum Value of Contract: \$11,000,000

ACTION REQUESTED

Request Commission authorization for the Executive Director to advertise and execute a long-term contract for up to 10 years for airport seating.

EXECUTIVE SUMMARY

This request is for authorization to execute a long-term, purchasing agreement with a manufacturer for airport baggage claim, ticketing, and concourse seating to replace existing seating to enhance the level of service and address deficiencies highlighted from multiple sources. There is no funding request associated with this authorization. Individual purchase orders will be executed to authorize each purchase within approved project authorizations and charges to this contract will be from department budgets and projects that will be authorized separately through established procedures and within the total contract amount. We are asking for \$11 million in contract capacity.

JUSTIFICATION

Seating is a significant factor in passenger experience and our seating at Bag Claim and Ticketing are the lowest scoring areas of the facility. In our 2021 Skytrax Audit, Ticketing seating scored 3.43 and Bag Claim seating scored 3.50 out of a 5 scale, the lowest scoring seating at the airport. Skytrax feedback is this seating "remains basic, does not provide power outlets and the provision for passengers with restricted mobility (ADA) or elderly passengers is quite poor." This feedback is echoed by our 2017 Open Doors Organization Accessibility Report and our Accessibility Advisory Committee. A key passenger desire is for seating with power outlets airport-wide, an industry best practice highlighted by customer service feedback, Skytrax audits, feedback from Airport Service Quality (ASQ) surveys and from JD Power Rankings. Future purchases from this contract may include seating for other public areas of the airport.

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This request is aligned with the Aviation Division’s Goal 2: Advance this region as a leading tourism destination and business gateway, specifically Objective 3: Continuously improve the operational efficiency and customer experience at SEA and Objective 4: Strengthen the competitiveness of SEA in the regional and global marketplace. The request is moderately urgent to ensure approved 2023 Small Capital Purchases can proceed in FY2023. Again, we are asking for \$11 million in contract capacity, but individual projects and budget requests will purchase the seating throughout the life of the contract.

Diversity in Contracting

Separate from this purchasing contract SEA intends to engage WMBE, DBE or SBE companies for the disassembly and full recycling of our existing Herman Miller seating when we dispose of that seating related to replacement furniture purchases.

DETAILS

Since 1973, the airport has purchased and utilized Herman Miller Eames Tandem seating at baggage claim, ticketing designated “Wheelchair Waiting Areas” for where the Port provides the seating for airline wheelchair providers and our concourses. This seating has served us well but is outdated, difficult, and time-consuming to repair and lacking in power outlet options.

Scope of Work

The Port will conduct a competitive process to select the manufacturer of the products. The selection of one manufacturer to supply bag claim, ticketing and seating for other portions of the airport will ensure SEA adheres to the architectural standards of the facility while staying contemporary, maintaining Americans with Disabilities Act (ADA) compliance, and improving the passenger experience and overall customer service.

Below is a list of known upcoming seating requirements.

Project	Number of Seats	Desired First Seat Delivery Date
Ticketing Wheelchair Waiting Areas	~139	December 2023
Bag Claim ADA Seating	~128	December 2023
Bag Claim Remaining Seating	~250	2024
Cruise Seating	~600	2025
D Concourse	~705	2026
South Satellite	~950	2026

Project Objectives

- Improve Customer Experience

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- Maintain one of the top customer service airports in North America
- Improve our Skytrax Audit scores for Ticketing and Bag Claim from 3.43 and 3.50 to over 4.10 helping to maintain our 4-Star Skytrax Airport Rating

Schedule

We intend to select a supplier and execute a contract by May 2023

Activity

Commission contract authorization	4 th Quarter 2022
RFP selection process	1 st Quarter 2023
Contract executed	2 nd Quarter 2023

ALTERNATIVES AND IMPLICATIONS CONSIDERED

Alternative 1 – Status Quo: Maintain Herman Miller at bag claim, ticketing, and other areas of Seattle-Tacoma International Airport

Cost Implications: \$11,000,000 in contract capacity

Pros:

- (1) Minimizes time and resources of the Port to go through the full evaluation process
- (2) Ensures a consistent seating standard is maintained

Cons:

- (1) Does not address seating feedback from Skytrax, ASQ, Open Doors Organization Accessibility Report, and JD Power Rankings
- (2) Does not improve the level of service for passengers with restricted mobility and our Wheelchair Waiting Area seating
- (3) Does not allow assessment of new seating options that may have been introduced since 2003
- (4) Does not allow the Port to negotiate for best pricing through coordinated purchasing

This is not the recommended alternative.

Alternative 2 – Do not establish a new seating standard for Seattle-Tacoma International Airport. Allow discrete projects to determine and incorporate the seating individually.

Cost Implications:

Pros:

- (1) Contractors may be able to obtain better prices for large purchases of seating across multiple projects.
- (2) Provides individual project designers and architects with more autonomy to use the seating to sculpt the desired experience.

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Cons:

- (1) Will result in inconsistency in Airport seating, increasing maintenance and inventory costs.
- (2) Does not address seating feedback from Skytrax, ASQ, Open Doors Organization Accessibility Report, and JD Power Rankings.
- (3) Historically will provide less durable seating or with the lowest upfront cost but with a substantially higher Total Cost of Ownership while requiring additional staffing time to maintain and replace.

This is not the recommended alternative.

Alternative 3 – Execute a long-term contract for airport seating.

Cost Implications: \$11,000,000 in contract capacity.

Pros:

- (1) Allows for a rigorous process to determine the optimal seating selection based on the balance of cost, passenger experience, maintainability, and green principles.
- (2) Enables Port to negotiate for the best price by using coordinated purchasing for planned purchases over the next five years with a focus on the total-cost-of-ownership for seating that meets our standards.

Cons:

- (1) Increased engagement from Port resources necessary to take full advantage of the opportunity and select the correct product.

This is the recommended alternative.

FINANCIAL IMPLICATIONS

Budget Status and Source of Funds

Charges to this contract will be from department budgets and projects that will be authorized separately through established procedures. Consequently, there is no funding request associated with this authorization. Individual purchase orders will be executed to authorize each purchase within approved project authorizations and the total contract amount.

Lifecycle Cost and Savings

The selection criteria will be composed of the total-cost-of-ownership (TCO), comfort, maintainability, aesthetics, and Century Agenda environmental goals. A team will evaluate the cost from a lifecycle perspective versus solely an upfront cost perspective and employ a strategic vendor agreement to ensure a negotiated price is reached to guarantee the best pricing for all anticipated future purchases.

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ADDITIONAL BACKGROUND

None

ATTACHMENTS TO THIS REQUEST

(1) Presentation

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

August 9, 2016 – The Commission authorized similar contract for standardized airport hold room seating.

Airport Seating Contract Bag Claim, Ticketing and Concourse Standardized Seating Procurement

ACTION REQUEST

Dawson Frank – Project Development Manager, Terminal Operations

Jeff Hoevet, Senior Manager, Airport Operations

Ticket Counter and Bag Claim Seating



Before



After

Long Term Contract for Seating

1. Level of Service: Improved seating level of service with option for power outlets
2. Maintainability: Parts substantially easier and quicker to replace
3. Cost: Savings through coordinated purchasing

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COMMISSION
AGENDA MEMORANDUM

Item No. 8f

ACTION ITEM

Date of Meeting December 13, 2022

DATE: November 15, 2022
TO: Stephen P. Metruck, Executive Director
FROM: Mike Tasker, Director Aviation Maintenance
SUBJECT: Chiller 6 Repairs – Irregular Bid

Amount of this request: \$0
Total estimated project cost: \$500,000

ACTION REQUESTED

Request Commission authorization for the Executive Director to award and execute a Major Construction contract to the low bidder for an irregular bid outcome with only one bid submitted. There is no funding associated with this request and the project is currently authorized for construction with a total estimated cost not to exceed \$500,000.

SUMMARY

This request is asking for authorization to proceed with awarding and executing a Major Construction contract on an irregular bid as required by Resolution No. 3605 Paragraph 4.2.3.4. Only one bid was received in response to the construction advertisement which qualifies the bid as irregular. The Engineer's estimate was \$332,596 (excluding WSST) and the bid received was \$319,255 (excluding WSST) which represents a potential construction cost savings of \$13,341.

Chillers provide cold water for the HVAC systems, which in turn provide cool air for critical equipment, planes, passengers, tenants, and employees throughout SEA. Chiller 6 has failed to such an extensive level that the existing maintenance contract would not have funding capacity to effect repairs. It is for this reason that we are asking for specific funding to repair this asset using Major Construction contracting. In 2021, a quote was prepared for anticipated repairs and an expense budget line item was requested, and approved, for the 2022 budget in the amount of \$150,000. In early 2022, additional repairs were identified that were not previously accounted for. The total anticipated cost to repair Chiller 6 has increased substantially to \$500,000. There may still yet be other unknowns with this type of work that won't truly be discovered until the asset is disassembled. The cost will now be incurred in 2023. While this is not included in the 2023 operating budget, Aviation will strive to absorb this necessary repair within the approved budget.

Chiller 6 at SEA has not been operational for approximately two years. This is one of eight chillers at SEA and provides roughly 10% of total capacity, all of which is critical to passenger comfort. Having all chillers available allows for resiliency during peak cooling season. In addition, Facilities

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& Infrastructure is upgrading the chiller controls on other chillers and Chiller 6 is part of that upgrade. This chiller must be operational to complete the project work and is sequenced to be upgraded last to allow time for repairs on Chiller 6 to be completed.

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

August 9, 2022 – The Commission authorized execution of MC contract

There are no attachments to this memo.

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Item No. 8g

ACTION ITEM

Date of Meeting December 13, 2022

DATE: November 23, 2022

TO: Steve Metruck Executive Director

FROM: Pete Ramels, General Counsel
Marie Quasius, Senior Port Counsel

SUBJECT: Commission Authorization for the Executive Director to Execute a Settlement Agreement to Recover Environmental Costs

Amount of this request: None

ACTION REQUESTED

Request Commission authorization for the Executive Director to execute a settlement agreement with ExxonMobil Corporation to recover costs associated with the cleanup of Terminal 91 uplands.

SUMMARY

Over several decades, the Port has spent more than \$28.5 million on the environmental cleanup of Terminal 91. The Port is now working to recover both past and future costs from other responsible parties.

Contamination at Terminal 91 resulted from a variety of sources. From the late 1800s through 1920, owners of the area included various railroads, land development companies, and private individuals. The Great Northern Railroad began to develop the area in the 1900s by filling in the area between the Magnolia Bluff and Queen Anne Hill. Fill material was added to the area through 1920. A tank farm operated by Philip Services was constructed in the 1920s and appears to have been operated as a fuel storage facility in the late 1920s and 1930s. The U.S. Navy acquired the entire facility in 1942 and operated the tank farm primarily as a fuel and lubricating oil transfer station until 1972, when the Port leased back the consolidated facility and subleased the tank farm to Philip Services. Philip Services conducted waste oil recovery and wastewater treatment until 1995 when they ceased operation and performed above-ground closure activities. The tank farm was subsequently used for fuel storage and blending until 2003 and was demolished in 2005.

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Under the proposed settlement agreement, ExxonMobil Corporation will pay the Port \$1.15 million for its share of cleanup costs associated with its contribution to the tank farm, in exchange for a release and indemnity from the Port for potential future Terminal 91 cleanup costs.

This matter was discussed in privileged attorney-client communications. There are no attachments to this memo.

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Item No.

8h

ACTION ITEM

Date of Meeting

December 13, 2022

DATE: November 8, 2022

TO: Stephen P. Metruck, Executive Director

FROM: Thomas Bailey, Police Commander

SUBJECT: King County Jail Public Safety Interlocal Agreement (ILA)

Amount of this request: \$0

Total estimated project cost: \$270,000 (currently budgeted by Police Department)

ACTION REQUESTED

Request Commission authorization for the Executive Director to renew a King County Jail Interlocal Agreement (ILA.) This will extend booking service for the King County Jail ILA that expires December 31, 2024. The Port of Seattle Police Department (POSPD) is not seeking additional funding for approval of this ILA.

EXECUTIVE SUMMARY

The POSPD currently utilizes jail services under an ILA between the Port of Seattle and King County. Pursuant to this agreement, individuals who are arrested by POSPD Officers are processed and screened to determine whether they will be released at the scene or booked into King County Jail. Several factors are used to determine the final disposition of arrestees, including severity of the crime they are suspected of committing, danger to the public, or a warranted mandate to book the suspect into jail.

We ask that the Commission authorize the renewal of the King County Jail ILA in the furtherance of public safety by maintaining the POSPD's ability to book suspects it is unable to book into the South Correctional Entity (SCORE). A draft ILA is attached containing all material provisions which will be finalized by King County in the next month and will be reviewed by Port Legal will review prior to signature.

JUSTIFICATION

This project supports the following Long-Range Plan strategies and objectives for a High-Performance Organization and the Century Agenda:

1. Improve Customer Service and Public Engagement (Long Range Strategy 1, Objective 1)
2. Improve Process Efficiencies and Effectiveness (Long Range Strategy 1, Objective 2)

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The POSPD strives to support the mission of the Port of Seattle. In its role, the POSPD strives to provide safe facilities for Port employees and its customers. Renewal of the ILA with King County will reduce the amount of time waterfront officers are away from the facilities during the booking process, and provide them a second option for booking individuals when beds are not available at SCORE.

Diversity in Contracting

Both King County Jail and SCORE are public entities and do not adversely or positively impact Diversity in Contracting goals.

DETAILS

POSPD seeks to renew this ILA and maintain the option of booking at King County Jail for its Seaport units, or for extraordinary circumstances. With continued booking restrictions at King County Jail, and the addition of the ILA with SCORE, the POSPD average daily bookings and cost have decreased significantly.

Table 1: Proposed King County Jail 2023 fee schedule*

Other Cities	2022 Base Rate ¹	Annual Increase ²	CPI W ²	Base Rate before Debt Svc.	CSSP ³	ISP ³	2023 Final Rate
Daily Maint	\$ 225.80	1.50%	9,50%	\$250.64	\$1.05	\$5.21	\$256.90
Booking - Standard	\$ 236.26	1.50%	9,50%	\$262.25			\$262.25
Booking - Reduced	\$ 160.96	1.50%	9,50%	\$178.67			\$178.67
Acute Psych Housing⁴	\$ 274.33	1.50%	9,50%	\$304.51			\$304.51
Psych Other⁴	\$ 106.01	3.00%	9,50%	\$119.26			\$119.26
Infirmery	\$ 345.77	3.00%	9,50%	\$388.99			\$388.99
1 on 1 Guarding Hrly	\$ 78.63	1.50%	9,50%	\$87.28			\$87.28

¹ Prior years base rate, before the inclusion of the CSSP and ISP fees.

² Exhibit III Section 7 Inflation and Re-Sets of Fees and Charges.

³ Exhibit III Section 1. C, Capital Expenditures included in Daily Maintenance charges. CSSP = Courthouse Seismic Stabilization Project, ISP =

⁴ Exhibit III Section 3 c. Acute Psychiatric Care (Psych Unit) is comprised of the Acute Psychiatric Housing Surcharge and the Psych Other Surcharge.

Schedule

Upon approval of the ILA by the Commission, service utilization will commence/ continue January 1, 2023.

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ALTERNATIVES AND IMPLICATIONS CONSIDERED

Alternative 1 – Using only SCORE Jail for booking services.

Cost Implications: There are several differences in the pricing structure between King County Jail and SCORE. Psychological and Medical may differ significantly. KCPAO does not provide teleconference court appearance services.

Pros:

- (1) SCORE is closer to the airport than King County Jail reducing travel time.

Cons:

- (1) Extended travel time for seaport units.
- (2) Significant impact on patrol resources transporting suspects between SCORE, Southwest District Court in Burien and returning them to SCORE.
- (3) Officers will be unable to book individuals arrested outside of City of SeaTac jurisdictional boundaries. *Note: Individuals who will not be charged through SeaTac Municipal Court must be booked into King County Jail, as POSPD lacks capacity to physically transport individuals from SCORE to King County Courts for their appearances, and King County does not support virtual court.*

This is not the recommended alternative.

Alternative 2 – Stop booking misdemeanor arrestees.

Cost Implications: Less expensive overall. Potential costs are estimated at \$270,000.

Pros:

- (1) Highest cost savings overall.

Cons:

- (1) Misdemeanor offenders would quickly determine there are no consequences for committing low level crimes in our jurisdiction, quickly increasing our offender population.
- (2) Significant rise in criminal offenses within our jurisdiction.

This is not the recommended alternative.

Alternative 3 – Usage of both King County Jail under the existing-proposed-for-renewal ILA, and SCORE under the existing ILA.

Cost Implications: With majority of bookings overall occurring at SCORE, booking and housing charges from King County Jail have decreased over 70% from 2021 to 2022 (2021 costs \$173,814.79, 2022 costs YTD \$38,166.03.)

Pros:

- (1) Bridges the gap in booking alternatives while working with KCPAO.

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- (2) Provides more efficient booking options for both Airport and Seaport Police Units.

Cons:

- (1) None noted.

This is the recommended alternative.

FINANCIAL IMPLICATIONS

We expect King County Jail costs to be considerably lower than in the past, due to our primary utilization of SCORE Jail.

ATTACHMENTS TO THIS REQUEST

- (1) Draft Interlocal Agreement Between King County and the Port of Seattle for Jail Services
- (2) 2023 Rate Letter

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

December 15, 2020 – The Commission approved King County Public Safety ILA 2021-2022

Attachment A

Interlocal Agreement Between King County and The Port of Seattle for Jail Services

THIS AGREEMENT is effective as of January 1, 2023 ("Effective Date"). The Parties to this Agreement are King County, a Washington municipal corporation and legal subdivision of the State of Washington (the "County") and The Port of Seattle, a Washington municipal corporation (the "Port").

WHEREAS, this Agreement is made in accordance with the Interlocal Cooperation Act (RCW Chapter 39.34) and the Port and County Jails Act (RCW Chapter 70.48);

NOW THEREFORE, in consideration of the promises, payments, covenants and agreements contained in this Agreement, the parties agree as follows:

1. **Definitions:** Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this Agreement:
 - 1.1 "Agreement" means this Interlocal Agreement by and between King County and the Port for Jail Services and any amendments to this Agreement.
 - 1.2 "Booking" means registering, screening and examining persons for confinement in the Jail or assignment to a King County Community Corrections Division (CCD) program; inventorying and safekeeping personal property of such persons; maintaining all computerized records of arrest; performing warrant checks; Jail Health Services (JHS) health screening; and all other activities associated with processing a person for confinement in Jail or assignment to a CCD program.
 - 1.3 "Booking Fee" means the fee incurred for booking City Inmates, as further described in Exhibit III, Section 2.
 - 1.4 "Business Day" means Monday through Friday, 8:00 a.m. until 5:00 p.m., except emergency facility closures, holidays and County-designated furlough days.
 - 1.5 "City Detainee" means a person booked into or housed in a Secure Detention facility such as the Jail but also including any other Secure Detention facility not operated by or on behalf of the County, which individual would, if housed in the Jail, qualify as a City Inmate.
 - 1.6 "City Inmate" means a person booked into or housed in the Jail when a City Charge is the principal basis for booking or confining that person.
 - A. A "City Charge" is the principal basis for booking or confining a person where one or more of the following applies, whether pre-trial or post-trial. (See Exhibit I for further billable charge rules.):

-
- 1.6.1 The person is booked or confined by reason of committing or allegedly committing a misdemeanor or gross misdemeanor offense within the City and/or Ports jurisdiction, and:
- 1.6.1.1 The case is referred to the City/Port, through its Attorney or contracted attorney, for a filing decision; or
 - 1.6.1.2 The case is referred to the City/Port, through its Attorney or contracted attorney, who then refers the case to the County Prosecutor for a filing decision per section 1.6.2; or
 - 1.6.1.3 The case is filed by the City/Port, through its Attorney or contracted attorney, whether filed under state law or city ordinance.
- 1.6.2 The person is booked or confined by reason of committing or allegedly committing a misdemeanor or gross misdemeanor offense, whether filed under state law or city ordinance, within the City and/or Port's jurisdiction and the case is referred by the City and/or Port, through its attorney or contracted attorney, or other, to the County prosecutor and filed by the County prosecutor as a misdemeanor in district court due to a conflict or other reason but excluding a case filed in a regionally-funded mental health court as described in Section 1.6.10.
- 1.6.3 The person is booked or confined by reason of a Court warrant issued either by a Municipal Court or other court when acting as a Municipal Court;
- 1.6.4 The person is booked or confined by reason of a Court order issued either by the Municipal Court or other court when acting as the Municipal Court; or,
- 1.6.5 The person is booked or confined by reason of subsections 1.6.1 through 1.6.4 above in combination with charges, investigation of charges, and/or warrants of other governments, and the booking or confinement by reason of subsections 1.6.1 through 1.6.4 above is determined to be the most serious charge in accordance with Exhibit I.
- 1.6.6 The person has been booked or confined for reasons other than subsections 1.6.1 through 1.6.5 and would be released or transferred but for the Port having requested that the County continue to confine the person.
- B. A City Charge is not the principal basis for confining a person where:
- 1.6.7 The person is booked or confined exclusively or in combination with other charges by reason of a felony charge or felony investigation.
- 1.6.8 The person is confined exclusively or in combination with other charges by reason of a felony charge or felony investigation that has been reduced to a State misdemeanor or gross misdemeanor.
- 1.6.9 The Port has requested the transfer of the person to another jail facility not operated by King County and the County denies the request, unless one or more of the transfer exception criteria listed in Attachment I-2 are met, in which case the person remains a City Inmate. The billing status of the person will change to no longer be the Port's responsibility effective the calendar day following the day that the County denies the transfer request. If the County thereafter determines that it no longer needs to detain the person and the person would as a result become a City Inmate, then the County will provide notice to the Port that it will become billable for the Inmate. For details on notice and billing, see Attachment I-2.

- 1.6.10 The person is booked or confined by reason of committing a misdemeanor or gross misdemeanor offense, whether filed under state law or city ordinance, within the Port's jurisdiction and the case is referred by the Port to the County prosecutor and filed by the County prosecutor as a misdemeanor in the mental health court (or successor) for so long as the operations of such court are substantially funded by special regional funds (for example, Mental Illness and Drug Dependency sales tax levy) or other regional funding as the County may determine. The County shall provide the Port thirty (30) days Notification before changing the status of a regionally-funded mental health court to local funding status. The Port is not billed for cases filed by the County prosecutor into mental health court prior to changing to local funding status.
- 1.7 "Community Corrections Programs" means programs designed as alternatives to, or as rehabilitation or treatment in lieu of, Secure Detention, operated by or on behalf of the King County Department of Adult and Juvenile Detention (DAJD) Community Corrections Division, or its successor. Upon the date of the execution of this Agreement, Community Corrections Programs include Electronic Home Detention and Community Center for Alternative Programs (CCAP).
- 1.8 "Continuity of Care Records" means an Inmate's diagnosis, list of current medications, treatments, PPD (tuberculosis screening test) results and scheduled appointments or follow-ups.
- 1.9 "Contract Cities" mean cities, ports, and other governmental agencies that are signatory to an agreement in substantially similar form to this Agreement. Contract Cities do not include cities who are a party to the 2012-2030 Agreement.
- 1.10 "Contract Cities Inmates" means all Contract Cities' City Inmates.
- 1.11 "County Inmate" means any Inmate that is not a City Inmate.
- 1.12 "DAJD" means the King County Department of Adult and Juvenile Detention or its successor agency.
- 1.13 "Fees and Charges" are the Fees and Charges imposed as described in Section 4 and Exhibit III.
- 1.14 "Force Majeure" means war, civil unrest, and any natural event outside of the party's reasonable control, including pandemic, fire, storm, flood, earthquake or other act of nature.
- 1.15 "Inmate" means a person booked into or housed in the Jail.
- 1.16 The first "Inmate Day" means confinement for more than six (6) hours measured from the time such Inmate is first presented to and accepted by the Jail for housing in the Jail until the person is released, provided that an arrival on or after six (6) o'clock p.m. and continuing into the succeeding day shall be considered one day. The second and each

subsequent Inmate Day means confinement for any portion of a calendar day after the first Inmate Day. For persons confined to the Jail for the purpose of mandatory Driving Under the Influence (DUI) sentences, "Inmate Day" means confinement in accordance with Exhibit II.

- 1.17 "Jail" means a place owned or operated by or under contract to the County primarily designed, staffed, and used for the housing, in full confinement, of adults charged or convicted of a criminal offense; for the punishment, correction, and rehabilitation of offenders charged or convicted of a criminal offense; for confinement during a criminal investigation or for civil detention to enforce a court order, all where such place is structured and operated to ensure such individuals remain on the premises 24-hours a day (excluding time for court appearances, court approved off-premises trips, or medical treatment). Inmates housed in the Jail are considered to be in Secure Detention as defined in Section 1.37. Upon the date of the execution of the Agreement, Jail includes the King County Correctional Facility and the detention facility at the Maleng Regional Justice Center.
- 1.18 "Maintenance Charge" is the daily housing charge incurred for City Inmates housed in Jail as further described in Exhibit III, Section 1.
- 1.19 "Medical Inmate" means an Inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing the level of services provided in the Jail's infirmary. If an Inmate is moved to the general population, then the Inmate is no longer considered a Medical Inmate.
- 1.20 "Notification" means provision of written alert, confirmation of information or request meeting the requirements of Section 11.11. In contrast, a "notice" means providing alert or confirmation of information or request in writing to the individuals identified in Section 11.11, or their designee (as may be specified through a formal Notification) through means less formal than required by Section 11.11, including but not limited to electronic mail or facsimile.
- 1.21 "Official Daily Population Count" is an official count of Inmates in the custody of the Jail made at a point in time in a 24-hour period for, among other purposes, security and population management. It is not used for billing purposes.
- 1.22 "Offsite Medical Care Charges" means those pass-through charges for treatment of a City Inmate where that Inmate is clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing services provided from offsite medical institutions, as further defined in Exhibit III Section 4. An Inmate may receive Offsite Medical Care that triggers an Offsite Medical Care Charge without being otherwise classified as a Medical Inmate or Psychiatric Inmate (e.g., some Inmates held in the general population receive offsite medical care that will result in Offsite Medical Care Charges being incurred).
- 1.23 "Psychiatric Inmate" means either an Acute Psychiatric Inmate or a Non-Acute Psychiatric Inmate, as defined below.
- 1.23.1 A "Non-Acute Psychiatric Inmate" is an Inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same

duties, as needing Psychiatric Care Services (as further described in Exhibit III and Attachment III-1) and housed outside the Jail's acute psychiatric housing units.

- 1.23.2 An "Acute Psychiatric Inmate" is an inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing the level of services provided in the Jail's acute psychiatric housing units (as further described in Exhibit III and Attachment III-1). If an Inmate is moved to housing outside the Jail's acute psychiatric housing units then the Inmate is no longer considered an Acute Psychiatric Inmate.
- 1.24 "Parties" mean the Port and County, as parties to this Agreement.
- 1.25 "Secure Bed Cap for Contract Cities" means the maximum total number of beds in Secure Detention in the Jail available on a daily basis to house Contract Cities Inmates in the aggregate. The Secure Bed Cap for Contract Cities is based on the Official Daily Population Count and is established in Section 6.
- 1.26 "Secure Detention" refers to a facility structured and operated for the full confinement of City Detainees to ensure such individuals remain on the premises 24-hours a day (excluding time for court appearances, court approved off-premises trips, or medical treatment), such as the Jail but also including other similar facilities that the Port may elect to house City Detainees. Secure Detention excludes City Inmates enrolled in Community Corrections Programs.
- 1.27 "Surcharge" means any of the following special charges, defined in Exhibit III, Section 3 and further described in Attachment III-1: Infirmary Care Surcharge; Non-Acute Psychiatric Care Surcharge; Acute Psychiatric Care Surcharge; and 1:1 Guarding Surcharge.
- 1.28 "2012-2030 Agreement" means the agreement executed by the County and the City of Seattle effective on January 1, 2012, together with any other interlocal agreement in substantially the same form of said agreement executed by the County and another city.
- 1.29 "Base Year" refers to the year in which the base fees, charges and surcharges are set.
2. Term. This Agreement shall commence on the Effective Date and shall extend through December 31, 2024. This Agreement shall supersede all previous contracts and agreements among the Parties relating to the Jail and any other jail services, except that any obligations contained in these previous contracts or agreements which expressly survived termination or expiration of these previous contracts or agreements shall remain in effect.
3. Jail and Health Services. The County shall accept City Inmates for confinement in the Jail, except as provided in Sections 5.4, and 6 of this Agreement. The County shall also furnish the Port with Jail facilities; booking; transportation among facilities, as determined necessary in the County's sole discretion, including the various Jail facilities, Harborview Medical Center and Western State Hospital; custodial services; and personnel for the confinement of City Inmates at least equal to those the County provides for confinement of County Inmates. However, the County reserves the right to operate specific programs and/or facilities exclusively for County Inmates or persons sentenced or assigned to Community Corrections Programs. The County shall furnish to City Inmates in Secure Detention all medical, dental, and other health care services required to be provided pursuant to federal or state law. Also, the County shall make every reasonable effort to

release a City Inmate as expeditiously as possible after the County has received notice of a court order to release. Nothing in this section shall be deemed to limit the County's right to refuse to accept City Detainees for confinement in Jail when they are deemed by the County to be in need of urgent medical or psychological care, nor to return custody of such inmates back to the PortCity if the City Detainee is admitted to the hospital or psychiatric facility.

4. Port Compensation. The Port will pay the County a Booking Fee, Maintenance Charge, Surcharges, and Offsite Medical Charges as follows (together with such other charges as may be applicable in accordance with this Agreement):
 - 4.1 Booking Fee. The Booking Fee shall be assessed for the booking of City Inmates by or on behalf of the Port into the Jail as further described in Exhibit III, Section 2. The Booking Fee will be inflated effective January 1, 2023.
 - 4.2 Maintenance Charge. The Maintenance Charge shall be assessed for a City Inmate for each Inmate Day as provided in Exhibit III, Subsection 1. The Maintenance Charge will be inflated effective January 1, 2023.
 - 4.2.1 The County will provide notice to the Port after booking a PortCity Inmate in order to give notice that the City Inmate has been booked and to provide the opportunity for release to the Port if the Port so desires. Such action will take place as soon as reasonably possible but no later than the next business day after booking. A City Inmate released within six hours of booking will result in no Maintenance Charges.
 - 4.2.2 The County will provide notice to the Port of the billing status of its Inmates for the prior calendar day in cases where confinement is the result of multiple warrants or sentences from two or more jurisdictions. As of the date of this Agreement, this notice is provided to the Port once each business day when applicable. The intent of this program is to allow the Port to take custody of a City Inmate if they so desire after the other jurisdictional warrants are resolved and thereby prevent unnecessary Maintenance Charges.
 - 4.2.3 The Parties may amend the notice requirements of Sections 4.2.1 and 4.2.2 by administrative agreement signed by both the Chief Executive Officer of the Port and the King County Executive.
 - 4.3 Access to and Charges for City Inmate Use of Community Corrections Programs. The Parties agree to discuss in good faith the ability for the Port to access Community Corrections Programs, and to negotiate charges for such access. Any agreement between the Parties with respect to access and charges for Community Corrections Programs shall be enacted through an amendment to this Agreement.
 - 4.4 Surcharges and Offsite Medical Charges. In addition to the Booking Fee, Maintenance Charge, and any other charges agreed to per Section 4.3, the Port will be charged for Offsite Medical Charges and Surcharges as detailed in Exhibit III, Section 3 and 4.
 - 4.4.1 Proposed Notice of Certain Surcharges. The County intends to provide or make available to the Port timely notice of occurrences when a City Inmate is transported to Harborview Medical Center or other offsite medical institution, or is receiving infirmary care or psychiatric care that will subject the Port to Surcharges. Notice provided or made available will be based on information known to DAJD at the

time (since billing status of an Inmate may be changed retroactively based on new information or other factors). The County intends to provide or make available this notice within two (2) business days following the day in which the chargeable event occurs and will make good faith efforts to provide notice sooner if practicable. The County will make good faith efforts to try to institute a means to provide notice to the Port within twenty-four (24) hours of the admittance of a City Inmate to Harborview Medical Center or other offsite medical institution. The County's failure to provide or make available notice or develop quicker means to provide notice to the Port as detailed above shall not excuse the Port from financial responsibility for related Offsite Medical Charges or Surcharges and shall not be a basis for imposing financial responsibility for related Offsite Medical Charges or Surcharges on the County.

5. Billing and Billing Dispute Resolution Procedures.

5.1 The County shall transmit billings to the Port monthly. Within forty-five (45) days after receipt, the Port shall pay the full amount billed or withhold a portion thereof and provide the County written notice meeting the requirements of Section 5.2.1, specifying the total amount withheld and the grounds for withholding such amount, together with payment of the remainder of the amount billed (if any amount remains). Notwithstanding the foregoing, the County shall bill the Port for Offsite Medical Charges as such charges are periodically received by the County from third party medical institutions or other offsite medical providers. Offsite Medical Charges shall be due within such time and subject to such withholding and dispute resolution procedures as otherwise provided in this Section 5.

5.2 Withholding of any amount billed or alleging a violation related to billing provisions of this Agreement shall constitute a dispute, which shall be resolved as follows:

5.2.1 The County shall respond in writing to billing disputes within sixty (60) days of receipt of such disputes by the DAJD billing offices. To ensure the soonest start to the sixty (60)-day timeline, the Port should electronically mail scanned billing disputes directly to the DAJD billing office, or by fax, or U.S. mail rather than to any other County office or officer. The DAJD billing office contact information as of the date of this Amendment is:

KC DAJD
DAJD-AP@kingcounty.gov
Attn: Finance – Inmate Billing
500 Fifth Avenue
Seattle, WA 98104

5.2.2 In the event the parties are unable to resolve the dispute, either Party may pursue the dispute resolution mechanisms outlined in Section 9.

5.3 Any amount withheld from a billing, which is determined to be owed to the County pursuant to the dispute resolution procedure described herein, shall be paid by the Port within thirty (30) days of the date of the resolution.

5.4 If the Port fails to pay a billing within forty-five (45) days of receipt, the County will provide the Port with a notice of its failure to pay and the Port shall have ten (10) days from

receipt of such notice to cure nonpayment. Any undisputed billing amount not paid by the Port within sixty (60) days of receipt of the billing, and any amounts found to be owing to the County as a result of the billing dispute resolution procedure that are not paid within thirty (30) days of resolution, shall be conclusively established as a lawful debt owed to the County by the Port, shall be binding on the Parties, and shall not be subject to legal question either directly or collaterally. In the event the Port fails to cure its nonpayment, the Port shall be deemed to have voluntarily waived its right to house City Inmates in the Jail and, at the County's request, will remove City Inmates already housed in the Jail within thirty (30) days. Thereafter, the County, at its sole discretion, may accept no further City Inmates until all outstanding bills are paid. This provision shall not limit the Port's ability to challenge or dispute any billings that have been paid by the Port.

- 5.5 The County may charge an interest rate equal to the interest rate on the monthly County investment earnings on any undisputed billing amount not paid by the Port within forty-five (45) days of receipt of the billing, and any amounts found to be owing to the County as a result of the billing dispute resolution procedure. Interest on amounts owed begin accruing on the forty-sixth (46) day after payment was due.
- 5.6 Each Party may examine the other's financial records to verify charges. If an examination reveals an improper charge, the next billing statement will be adjusted appropriately. Disputes on matters related to this Agreement which are revealed by an audit shall be resolved pursuant to Section 5.2.

6. Jail Capacity.

- 6.1 The Contract Cities may house Contract Cities Inmates in the Jail at an aggregate number, calculated based on the Jail's Official Daily Population Count, equal to or less than the Secure Bed Cap for Contract Cities established in Sections 6.1.1.
- 6.1.1 Through December 31, 2024, the Secure Bed Cap for Contract Cities in the aggregate is fifty (50) beds. These fifty (50) beds shall be available on a first-come, first-served basis measured at the time of the Jail's Official Daily Population Count.
- 6.2 In the event the number of Contract Cities Inmates exceeds the Secure Bed Cap for Contract Cities described in Section 6.1, the County will notify the Contract Cities by phone or electronic mail. The County may then decide to continue to house Contract Cities Inmates in excess of the Secure Bed Cap for Contract Cities. Alternatively, the County may refuse to accept bookings from the Port until such time as the aggregate number of Contract Cities Inmates is reduced below the Secure Bed Cap for Contract Cities. If the aggregate number of Contract Cities Inmates is reduced below the Secure Bed Cap for Contract Cities through removal of Contract Cities Inmates from the Jail, then the County will be obligated to accept new Port bookings. The notice required by the first sentence of this Section 6.2, will be made to the person designated in Section 13.10 of this Agreement, and will inform the Port whether the County intends to continue to house Contract Cities Inmates in excess of the Secure Bed Cap for Contract Cities described in Section 6.1, or whether the County will refuse to accept bookings from the Port until such time as the aggregate number of Contract Cities Inmates is reduced below the Secure Bed Cap for Contract Cities described in Section 6.1.

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- 6.3 At the end of the last day of this Agreement, the Contract City agrees to reduce the number of Contract City Inmates in the Jail to zero (0), with the exception that Inmates whose status has changed to Contract City Inmate, will not be included in the calculation of the number of Contract City Inmates, if such individuals are removed from the Jail within seventy-two (72) hours of such change in status.

For the purpose of determining the number of Contract Cities Inmates only, and not for billing purposes, Inmates held on multiple warrants or sentences by the County which include one or more city warrants or sentences in addition to a County and/or state warrant or sentence, and Contract Cities Inmates that have been booked into the Jail and the Contract City has not been notified of such booking shall not be considered a Contract Cities Inmate . Also, Contract Cities Inmates housed in the Jail will not be considered Contract Cities Inmates for the purpose of determining the number of City Inmates.

- 6.4 The Jail's capacity limit for Contract City Medical Inmates is thirty (30). The Jail's capacity limit for Contract City Psychiatric Inmates is one-hundred-fifty-one (151). For the purpose of this Section the Medical and Psychiatric Inmate population will be determined following the definitions in Sections 1.21 and 1.25 at the time of the Jail's Official Daily Population Count.
- 6.5 When the Jail has reached its capacity limit for either Medical or Psychiatric Inmates as set forth in Section 6.5, the County will provide notice to the Port by phone or electronic mail. Such notification will be made to the person designated in Section 11.11 of this Agreement. At the time this notification is made the County may request that the Port take custody of a sufficient number of its Medical or Psychiatric Inmates to reduce the number of Medical or Psychiatric Inmates to the capacity limits detailed in Section 6.5, or the County may inform the Port that the County is willing to continue to house these Inmates.
- 6.6 County requests under Section 6.5 will be made as follows. The billable city (under this Agreement or other jail service agreements between the County and cities that have identical provisions as this Section) with the Inmate most recently admitted as Medical or Psychiatric Inmate will be asked to take custody of that inmate. This process will be repeated until such time as the Medical and Psychiatric populations are reduced below capacity limits, or the Jail is willing to house these Inmates.
- 6.7 If the County, pursuant to Sections 6.5 and 6.6, requests that the Port take custody of Medical or Psychiatric Inmates, the Port shall comply with the County's request. The Port shall take custody of its¹ Medical or Psychiatric Inmates by picking them up no later than twenty-four (24) hours after the County's request. If the Port has not picked-up the Medical or Psychiatric Inmate within twenty-four (24) hours of the County's request, the County shall deliver the Medical or Psychiatric Inmate to the Port's designated drop-off location

¹ Within eight (8)-hours of the County's request, the Port may provide the County with the names of other Medical Inmates to substitute for the Medical Inmates identified for pick-up by the County. In the event the Port identifies substitute Medical Inmates that are City Inmates, the provisions of Section 6 will continue to apply. In the event the Port identifies substitute Medical Inmates that are the responsibility of a different city (Substitute City) that is party to this Agreement or a jail services agreement with the King County containing these same provisions, the Substitute City will be responsible for picking-up the substitute Medical Inmates within 24-hours of the initial request for pick-up. In the event the Substitute City fails to pick-up its Medical Inmates within 24-hours of initial notification to the Port, the County may deliver the Medical Inmates named in the original notification to the Port's designated drop-off location or backup location. The procedures outlined in this footnote will also apply to Psychiatric Inmates.

or backup location. In either case, the Port's designee must accept the Medical or Psychiatric Inmate from the County and must be available to do so seven (7) days a week, twenty-four (24) hours a day. In all cases, the County shall provide the receiving entity with Continuity of Care Records, in a sealed envelope, at the time custody is transferred. The Port will ensure that the Port and the receiving entity comply with all applicable confidentiality laws and rules. Similarly, the Port will ensure that Continuity of Care Records are provided to the County at the time custody of a City Inmate receiving the level of care consistent with a Medical or Psychiatric Inmate is transferred to the County.

- 6.8 If the County, in its sole discretion, decides to transport Medical or Psychiatric Inmates to the Port's designated drop-off location or backup location within King County, Washington, the County will do so without charge. Should the County agree to a drop-off location or backup location outside of King County, Washington, the Port will pay all transportation costs for Medical or Psychiatric Inmates taken to the designated drop off location or backup location. In no case will the County be obligated to transport a Medical or Psychiatric Inmate out-of-state.

7. Jail Planning.

- 7.1 Jail Planning. The County and the Port recognize the value of sharing information about their respective inmate populations and anticipated use of Secure Detention and alternative means of detention. The Parties agree to make good-faith efforts to share this information regularly. Furthermore, should the County begin planning for potential changes in jail space or models, the County will make good-faith efforts to provide notice to the Port that such planning is underway, so that the Port has an opportunity to participate in planning efforts.

8. Indemnification.

- 8.1 The County shall indemnify and hold harmless the Port and its officers, agents, and employees, or any of them, from any, and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the Port, the County shall defend the same at its sole cost and expense; provided, that, the Port retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the Port and its officers, agents, and employees, or any of them, or jointly against the Port and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
- 8.2 The Port shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from any, and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the Port, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the Port shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the Port and their respective officers, agents, and employees, or any of them, the Port shall satisfy the same.

- 8.3 In executing this agreement, the County does not assume liability or responsibility for or in any way release the Port from any liability or responsibility, which arises in whole or in part from the existence or effect of Port ordinances, rules, or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Port ordinance, rule or regulation is at issue, the Port shall defend the same at its sole expense and if judgment is entered or damages are awarded against the Port, the County, or both, the Port shall satisfy the same, including all chargeable costs and attorney's fees.
- 8.4 The terms of this Section 8 "Indemnification" shall survive the termination or expiration of this Agreement.
9. Dispute Resolution. In the event the Parties are unable to resolve a dispute, then either Party may pursue the dispute resolution provisions of this Section 9.
- 9.1. Either Party may give Notification to the other in writing of a dispute involving the interpretation or execution of the Agreement. Within thirty (30) days of this Notification, the King County Executive and the Chief Executive Officer of the Port, or their designees, shall meet to resolve the dispute. If the dispute is not resolved, then at the request of either Party it shall be referred to non-binding mediation. The mediator will be selected in the following manner: The Port shall propose a mediator and the County shall propose a mediator; in the event the mediators are not the same person, the two proposed mediators shall select a third mediator who shall mediate the dispute. Alternately, the Parties may agree to select a mediator through a mediation service mutually acceptable to both Parties. The Parties shall share equally in the costs charged by the mediator or mediation service.
- 9.2. Each party reserves the right to litigate any disputed issue in court, *de novo*.
10. Termination. Either Party may initiate a process to terminate this Agreement as follows:
- 10.1. Ten (10)-Day Notification of Intent to Terminate. Any Party wishing to terminate this Agreement shall issue a written Notification of intent to terminate, not less than ten (10) days prior to issuing a ninety (90) day termination Notification under Section 10.2 of this Agreement. Upon receipt of the written Notification of intent to terminate, the parties will meet to confer on whether there are steps that the non-terminating party can take, in order to, avoid a ninety (90) day termination Notification notice under Section 10.2 of this Agreement.
- 10.2. Ninety (90)-Day Termination Notification. After the ten (10) day period has run under Section 10.1 of this Agreement, the party desiring to terminate this Agreement may provide the other party ninety (90) days written termination Notification, as provided in RCW 70.48.090.
11. General Provisions.
- 11.1. Other Facilities. This Agreement reserves in each party the power to establish a temporary holding facility during a pandemic, riot, civil disobedience or natural disaster, to establish group homes or other care or rehabilitation facilities in furtherance of a social service program, to temporarily transfer Inmates to alternative detention facilities in order to

respond to Jail overcrowding, a public health directive, or to comply with a final order of a federal court or a state court of record for the care and treatment of Inmates.

- 11.2. Grants. Both Parties shall cooperate and assist each other toward procuring grants or financial assistance from the United States, the State of Washington, and private benefactors for the Jail, the care and rehabilitation of Inmates, and the reduction of costs of operating and maintaining Jail facilities.
- 11.3. Law Enforcement Intake Portal. The County will offer the use of a web-based Subject Intake Portal when its Jail Management System goes live in 2021. The tool will allow law enforcement officers to log onto the system and enter all arrest, case/charge, victim, probable cause, and drug crime certificate information. This method is the County's preferred method of intake and booking. Cities that take advantage of this intake method will be able to print out or receive an electronic version of the intake information, including the ability to integrate with the JMS via web services or API integration if desired.
- 11.4. Severability. If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby.
- 11.5. Remedies. No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any one or several occasions does not constitute consent to or waiver of any later non-performance nor does payment of a billing or continued performance after Notification of a deficiency in performance constitute an acquiescence thereto. The Parties are entitled to all remedies in law or equity.
- 11.6. Exhibits. This Agreement consists of several pages plus the following attached exhibits, which are incorporated herein by reference as fully set forth:
- | | |
|-------------|--|
| Exhibit I | Method of Determining Billable Charge and Agency |
| Exhibit II | Exception to Billing Procedure |
| Exhibit III | Calculation of Fees, Charges and Surcharges |
- 11.7. Not Binding on Future Agreements. This Agreement does not bind the Parties as to the terms, fees, or rate formulas to be included in any future jail services agreements.
- 11.8. Entire Agreement. This Agreement, including all exhibits and attachments hereto, represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.
- 11.9. Modifications. The provisions of this Agreement may only be modified and amended with the mutual written consent of the King County Executive and the Chief Executive Officer of the Port and the approval of their respective legislative bodies, excepting that, certain modifications to the notice requirements in Sections 4.2.2, 4.2.3 and Attachment I-2 may be approved administratively by signature of both the Chief Executive Officer of the Port and King County Executive as specified herein.
- 11.10. Force Majeure. In the event either party's performance of any of the provisions of this Agreement become impossible due to Force Majeure, that party will be excused from

performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

- 11.11. Notifications. Except as otherwise provided in this Agreement, any Notification required to be provided under the terms of this Agreement, shall be delivered by certified mail, return receipt requested or by personal service to the following person:

For the Port of Seattle:

Or his/her successor, as may be designated by written Notification from the Port to the County.

For the County:

Chief of Administration
Dept. of Adult and Juvenile Detention
500 Fifth Avenue
Seattle, WA 98104

Or his/her successor, as may be designated by written Notification from the County to the Port.

- 11.12. Council Approval. The Parties' obligations under this Agreement are subject to official Port and County Council approval.
- 11.13. Filing. As provided by RCW 39.34.040, this Agreement shall be filed with the King County Department of Records and Elections.
- 11.14. Assignment/Subcontracting. The Port may not assign or subcontract any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement.
- 11.15. No-Third Party Beneficiaries. Except as expressly provided herein, there are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.
- 11.16. Execution in Counterparts. This Agreement and any amendments thereto, shall be executed on behalf of each party by its duly authorized representative and pursuant to an appropriate

Interlocal Agreement: Jail Services – City of XXXXXXXX

motion, resolution, or ordinance. The Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument.

King County

The Port of Seattle

King County Executive

Stephen P. Metruck, Executive Director/

Date

Date

Approved as to Form:

King County
Deputy Prosecuting Attorney

Date

EXHIBIT I

Method of Determining Billable Charge and Agency

Process Overview

The application of all billing rules in conjunction with Section 1.6 of this Agreement comprises the method for determining the principal basis for booking or confining a person. The County's billing system examines all open and active charges and holds for each calendar day and applies the billing priority rules and tie breaker rules as set forth below. Then the billable agency is determined from the billable charge(s) or hold(s) and the application of exception rules, for example, the special DUI sentencing rule or the special six-hour rule.

Billing Priority Rules

The Billing Priority Group is determined in the following order:

1. Local felony charge(s)	A local felony charge is filed by the King County Prosecuting Attorney into a King County court.
2. Investigation holds from King County agencies or pursuant to a contract	An investigation hold is one that has been referred to the King County Prosecutor and includes King County investigation holds.
3. Department of Corrections (DOC) charge(s) pursuant to contract with DOC	Felony and misdemeanor charges adjudicated by DOC hearing examiner. Cases heard by a local court are considered local misdemeanors even if DOC is the originating agency.
4. Local misdemeanor charge(s) and city court appearance orders	Includes King County misdemeanors.
5. Other holds (contract and non-contract)	

Tie Breaker Rules

Tie breaker rules are applied in the following order to the Local Misdemeanor Priority Group (Number 4 above) when there are charges with multiple billable agencies. The first rule that applies determines the billable charge(s). The billable agency for the selected charge(s) is the billable agency.

1. Longest or only sentenced charge rule	This rule selects the charge(s) with an active sentenced charge or, if there is more than one active sentenced charge, the rule selects the charge with the longest imposed sentence length.
2. Earliest sentence rule	This rule selects the charge(s) with the earliest sentence start date.
3. Lowest sentence charge number rule	This rule selects the sentenced charge(s) with the lowest charge number as given in the DAJD booking system.
4. Arresting agency rule	This rule selects the charge(s) or hold(s) with a charge billable agency that matches the arresting agency for the booking.
5. Accumulated bail rule	This rule selects the agency with the highest total bail summed for all of the charge(s) and hold(s) for which the agency is the billable agency.

6. Lowest charge number rule	This rule selects the charge or hold with the lowest charge number as given in the DAJD booking system.
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Attachment I-1: City and County Jail Charges Clarification

This document contains several examples consistent with Section 1.6 of this Agreement.

#	Situation	Jail Costs associated with these cases are:
1	Inmate booked by a city on a felony investigation, whose case is filed by the Prosecutor <i>initially as a felony in Superior Court</i> but <i>subsequently amended to a misdemeanor</i> charge (for evidentiary reasons, or entry into mental health court, or for other reasons)	County responsibility
2	Inmate booked by a city on a felony investigation and whose case is <i>initially filed</i> by the Prosecutor <i>as a felony in District Court</i> as part of a plea bargain effort (so called “<i>expedited cases</i>”)	County responsibility (including the expedited cases to be filed under the new Prosecutor Filing Standards).
3	Inmate booked by a city on a felony investigation, whose case is initially filed by the County Prosecutor as a <i>misdemeanor</i> in district court (i.e., mental health, domestic violence <u>or</u> in regular district court)	County responsibility
4	Inmate booked by a city on a felony investigation. The County prosecutor declines to file the case and refers it <i>to a city prosecutor</i> or law enforcement for any further action.	County responsibility prior to release of felony investigation by the County prosecutor; City responsibility from and after release of felony investigation
5	Misdemeanor or felony cases <i>originated by state agencies</i> (i.e., WSP)	County responsibility
6	Inmates booked by a city on a <i>juvenile charge</i> who are held in adult detention or become adults during the pendency of their charge or sentence.	County responsibility

Attachment I-2

**Inmate Transfers: Transfer Request Exemption Criteria, Notice and Billing
(Relating to Section 1.6.9)**

- A. In the event of one or more of the following transfer exception criteria are met, a transfer may be denied by the County, in which case the person for whom the City has sought a transfer remains a City Inmate:
- (1) Inmate has medical/health conditions/ treatments preventing transfer.
 - (2) Transfer location refuses Inmate.
 - (3) Inmate refuses to be transported and poses a security risk.
 - (4) Inmate misses transport due to being at court or other location.
 - (5) City refuses to sign transfer paperwork requiring the City to arrange transportation for Inmate back to King County, if needed, when City sentence ends.
- B. If the County has refused a transfer request and thereafter determines that it no longer needs to detain the person and the person would as a result become a City Inmate, then the County will provide notice to the City that it will become billable for the Inmate. The City will not incur a Maintenance Charge on the day of notice. If the City transfers the Inmate during the six calendar days immediately following the day of notice, it will not incur a Maintenance Charge for the first calendar day following notice but will incur a Maintenance Charge for each subsequent calendar day until the Inmate is transferred. If the City does not transfer the Inmate from the Jail during this six-day period, the City is billable beginning the calendar day following the day of notice from the County.
- C. The terms of this Attachment I-2 may be amended by administrative agreement evidenced by execution in writing by the Chief Executive Officer of the City and King County Executive.

EXHIBIT II
Exception to Billing Procedure

For persons serving the one- and two-day commitments pursuant to the mandatory DUI sentence grid who report directly from the community to the Jail for incarceration, Inmate day shall not be defined according to Section 1.16 of the Agreement. Instead, Inmate day shall be defined as a twenty-four-hour period beginning at the time of booking. Any portion of a twenty-four-hour period shall be counted as a full Inmate day. The number of days billed for each sentence shall not exceed the sentence lengths specified on the court commitment.

Two examples are provided for illustration:

Two-day sentence served on consecutive days:

John Doe	Booked 7/1/23 0700	Released 7/3/23 0700
	Number of Inmate days = 2	

Two-day sentence served on non-consecutive days:

John Doe	Booked 7/1/23 0700	Temporary Release 7/2/23 0700
	Return to Jail 7/8/23 0700 Number of Inmate days = 2	Released 7/9/23 0700

The Department of Adult and Juvenile Detention will apply this definition of Inmate day to the City's direct DUI one and two-day Inmates by adjusting the City's monthly bill before it is sent to the City. If the changes are not made for some reason, the City will notify the Department of Adult and Juvenile Detention, which will make the necessary adjustments.

EXHIBIT III
Calculation of Fees, Charges and Surcharges

Starting on the Effective Date of this Agreement, the City shall pay the fees, charges, and surcharges with such annual adjustments for inflation as described below. Starting on the Effective Date of this Agreement, the City shall also pay offsite medical care charges as detailed below

2023 is the Base Year for fees, charges, and surcharges and is the basis from which the fees, charges, and surcharges are to be annually adjusted by applying the inflators set forth in Subsection 5.a. of this Exhibit III.

1. **MAINTENANCE CHARGE AND CAPITAL EXPENDITURE CHARGE**

The Maintenance Charge shall be calculated as described below.

- a. The **Maintenance Charge** starting **January 1, 2023**, and for the remainder of the calendar year 2023, **excluding** any adjustments for Capital Expenditure Charges, will be **\$250.64**. When combined with the Capital Expenditure Charges, the Maintenance Charge for calendar year 2023 is **\$256.90**. The Maintenance Charge shall be inflated in 2024 as described in Section 5. The City will not be charged a Maintenance Charge for a City Inmate where the Inmate has been offsite (e.g. housed outside of the Jail) for all twenty-four (24) hours of a Surcharge Day and subject to 1:1 Guarding Surcharge for the entirety of such twenty-four (24)-hour period.
- b. In addition to the annual adjustment to the Maintenance Charge described above, King County will increase the Maintenance Charge to capture the cost of **Capital Expenditures**. Capital Expenditures are defined as the cost of repairing and renovating current jail capacity and facilities and support and administrative facilities that benefit Jail operations. Additional Capital Expenditures will be included in the Maintenance Charge if such expenditures benefit City Inmates. Any Capital Expenditure that solely benefits County Inmates will not be charged to the City. Capital Expenditures do not include Jail Bed Expansion Projects. Capital Expenditures do not include Major Maintenance.
 - i. Capital Expenditures will be calculated in proportion to the square footage that benefits adult detention. Cities will be billed their proportionate share based on the total number of Inmate Days (as defined in Section 1.17). By August 15 of 2023, DAJD will estimate the total number of Inmate Days for 2024 and provide notice to the City of the Capital Expenditure Charge to be included in the Maintenance Charge for 2024.
 - ii. Upon request of the City, the County shall provide its six (6)-year CIP and its six (6)-year major maintenance plan to the City. The County will provide a detailed line-item budget of each Capital Expenditure. If the City disputes that the Capital Expenditure benefits City Inmates or otherwise disputes the inclusion of the Capital Expenditure or any portion of the Capital Expenditures' budget in the maintenance fee, the matter will be resolved under the dispute resolution processes described herein. Capital Expenditures will not be charged to the City to the extent such Capital Expenditures are covered by federal grants, state grants, insurance proceeds, capital maintenance reserves or voter approved capital funding for jail related improvements.
 - iii. Capital Expenditures, if debt financed, shall begin being charged when debt service payments begin for the permanent financing of the Capital Expenditure and shall

continue until the end of the debt amortization unless the debt amortization is less than fifteen (15) years, in which case the charges to the City will be amortized over fifteen (15) years. If the Capital Expenditure is not debt financed, Capital Expenditure charges shall be based on actual expenditures. The County will make available documentation evidencing such expenditures.

- iv. Beginning January 1, 2023, and continuing through calendar year 2023, the Capital Expenditure Charge for ISP for the City is \$5.21 and the Capital Expenditure Charge for the CSSP is \$1.05, for a combined total Capital Expenditure Charge of \$6.26 to be added to the Maintenance Charge set forth in subparagraphs a and b above.

2. BOOKING FEE

- a. The booking fee shall be based on whether, or not the City is using the County's Personal Recognizance (PR) screeners for individuals it brings to a County jail facility to be booked. The two booking fees starting January 1, 2023, and for the remainder of the calendar year 2023 will be initially set as follows:
 - i. The **Base Booking Fee** shall be **\$178.67**. This is the booking fee payable by Contract Cities that are **not** using the County's PR screeners. This Booking Fee shall include **40.86%** of the total Budgeted Jail Costs associated with booking (including Jail Health Intake Services); this percentage of booking costs to be included in the Booking Fee shall remain fixed through the term of this Agreement.
 - ii. The **Standard Booking Fee** shall be **\$262.25**. This is the booking fee payable by Contract Cities using the County's PR screeners. This booking fee is composed of the Base Booking Fee plus the fee associated with the County's PR screeners.
- b. If the City has a court order on file as of the Effective Date, confirming that the City and not the County will have authorization to provide PR screening for City Inmates, then the City will be qualified for the Base Booking Fee as of the Effective Date. To qualify for the Base Booking Fee in 2024, the City must either provide a court order not later than July 1, 2023, confirming that the City and not the County will have authorization to provide PR screening for City Inmates, or a previously issued court order must remain in effect. If an authorizing court order is revoked or expires and is not renewed, the City will no longer qualify for the Base Booking Fee.

The Booking Fee shall be inflated in 2023 as described in section 5 below.

3. SURCHARGES

In addition to payment of the Maintenance Charge and the Booking Fees, the City shall pay Surcharges associated with services provided to City Inmates as described below. The types of services provided to an Inmate associated with each Surcharge, and a general description of each Surcharge, is set forth in Attachment III-1.

The initial Surcharge amounts described in paragraphs (a) – (d) below shall apply from the January 1, 2023, through December 31, 2023, and shall be inflated for 2024 as described in Section 5 below.

- a. **Infirmiry Care.** For Medical Inmates, the City shall pay an Infirmiry Care Surcharge of **\$388.99** for each Surcharge Day.

- b. **Non-Acute Psychiatric Care.** For Non-Acute Psychiatric Inmates, the City shall pay a Psychiatric Care Surcharge of **\$119.26** for each Surcharge Day.
- c. **Acute Psychiatric Care.** For Acute Psychiatric Inmates, the City shall pay an Acute Psychiatric Care Surcharge of **\$304.51** for each Surcharge Day.
 - i. The **Acute Psychiatric Surcharge** for each Surcharge Day shall be **\$304.51**.
 - ii. The **Psychiatric Care Surcharge** for each Surcharge Day of **\$119.26** is added to the Acute Psychiatric Housing surcharge for a total Acute Psychiatric Care Surcharge of **\$423.77**.
- d. **1:1 Guarding Surcharge.** The 1:1 Guarding Surcharge is the charge imposed when the County dedicates an individual officer to guard a City Inmate. The Surcharge shall be **\$87.28** per guard *for each hour* or portion thereof, and as further described in Attachment III-1.
- e. A **Surcharge Day** is defined as a 24-hour period from midnight to midnight, or any portion thereof, in which an Inmate receives any of the services within the Surcharges listed in subparagraphs (a) – (c) above; *provided that* with respect to the Infirmary Care Surcharge, Psychiatric Care Surcharge and Acute Psychiatric Surcharge, a maximum of one (1) charge may be imposed within the twenty-four (24)-hour period for a single inmate, and the charge imposed shall be the highest applicable charge. For example, if an inmate is placed in Acute Psychiatric Care, released to the general population, and then again placed in Acute Psychiatric Care all within the same twenty-four (24)-hour period (midnight to midnight), a single Acute Psychiatric Care Surcharge will be imposed. Similarly, if an Inmate is placed in Acute Psychiatric Care and then in Non-Acute Psychiatric Care within the twenty-four (24)-hour midnight to midnight period, then a single Acute Psychiatric Care charge will be imposed.

4. OFFSITE MEDICAL CARE CHARGES

In addition to the Maintenance Charge, the Booking Fee, and the Surcharges detailed above, the City shall be responsible for payment of all Offsite Medical Care Charges incurred by a City Inmate.

5. INFLATORS AND RE-SETS OF FEES CHARGES, AND SURCHARGES

- a. Inflators. Effective January 1, 2023, all fees, charges, and surcharges, excluding: (1) Offsite Medical Care Charges and, (2) the Capital Expenditure Charge components of the Maintenance Charge, shall be inflated by the percentage rates described below.

Non-Medical Charges: the following fees and charges are subject to an annual inflator of the Seattle-Tacoma-Bremerton CPI-W (covering the 12-month period ending in June) plus 1.5% but shall in no event be lower than 1.5%:

- i. Maintenance Charge
- ii. Booking Fee
- iii. Acute Psychiatric Housing Surcharge
- iv. 1:1 Guarding

Medical Charges: The following fees and charges are subject to an annual inflator of the Seattle-Tacoma-Bremerton CPI-W (covering the twelve (12)-month period ending in June) plus three (3) percent, but shall in no event be lower than three (3) percent:

-
- i. Infirmiry Care Surcharge
 - ii. Psychiatric Care Surcharge
- b. Final Fee, Charge and Surcharge Notice for Following Calendar Year. No later than August 15, the County will provide notice to the City of the final fees, charges and surcharges listed in this Subsection 5.a. reflecting the application of the June-June CPI index in the manner prescribed in Subsection 5.a above.
- c. Inflation Re-sets. Notwithstanding the terms of Subsections 5.a and 5.b to the contrary, in the event the Seattle-Tacoma-Bremerton CPI-W (June-June) exceeds eight (8) percent then, as part of the August 15, final fee and charge notice, the County will include information demonstrating whether, based on factors affecting the DAJD Budgeted Jail Costs including but not limited to personnel costs, food, utilities and pharmaceuticals, the County’s reasonably expected inflation experience for the DAJD Budgeted Jail Costs in the next calendar year (the “Expected Inflation Rate”) is *less than or greater than* said CPI-W (June-June) rate. If the Expected Inflation Rate is lower than the CPI-W (June-June) rate, the County will apply the lower of the two rates to the fees and charges listed in this Subsection 5.c for the following calendar year.

Attachment III-1
Summary Description of Medical Cost Model Surcharges and Pass-Through Charges

	Surcharge	Description
1.	1:1 Guarding	Cost to guard an inmate in a 1:1 situation. Most common occurrence is at hospital or at off-site medical appointments. If more than one guard is required, then the rate would be the multiple of guards.
2.	Acute Psychiatric Care (two components) – billed by location	
	a. Psychiatric Care Surcharge	Costs for Jail Health Services (JHS) treatment team for services listed below for Psychiatric Care.
	b. Acute Psychiatric Surcharge	Costs for additional officer staffing for: 15-minute checks, assistance with feeding, emergency responses, escorts, and other necessary services to provide for an inmate who poses a potential danger to him or herself.
3.	Non-Acute Psychiatric Care (one component)	
	a. Psychiatric Care Surcharge	Costs for JHS Psychiatric treatment team for services listed below for Psychiatric Care.
4.	Infirmiry Care	Costs for JHS Infirmiry care, services listed on reverse.

	Pass-Through Charge	Description
5.	Off-Site Medical Charges	Costs for inmates to receive services from outside medical providers (services not available from JHS). Examples include: <ul style="list-style-type: none"> ❖ Hospital care ❖ Dialysis ❖ Cancer treatment (chemotherapy, radiation) ❖ Specialized transport to medical appointments (wheelchair bound inmates)

JHS Psychiatric Care

Services Provided:	Criteria:
<ul style="list-style-type: none"> ❖ Psychiatric Treatment & Management ❖ Psychiatric Treatment Team Monitoring ❖ Medication Administration ❖ Mental Health Crisis Counseling ❖ Psychiatric Therapy Groups 	<i>Inmates with severe or unstable mental health conditions are placed in psychiatric housing units and receive a level of monitoring and care based on the acuity of their mental illness. Inmates in psychiatric housing are evaluated upon admission and then re-evaluated on a regular basis by a multi-disciplinary treatment team.</i>

JHS Infirmary Care

Services Provided:	Criteria:
<ul style="list-style-type: none"> ❖ 24-hour Skilled Nursing Care ❖ Daily Provider Rounds ❖ Treatment and Management of Complex Disease States ❖ Medication Administration ❖ Activities of Daily Living Assistance ❖ Alcohol Detoxification 	<p><i>Inmates who meet diagnostic criteria that require 24-hour skilled nursing care are housed in the KCCF Infirmary. Examples include but are not limited to:</i></p> <ul style="list-style-type: none"> ❖ <i>Patients requiring medical detoxification/withdrawal management</i> ❖ <i>Individuals with non-stable medical conditions such as: need for kidney dialysis, wired jaws, newly started on blood thinning medication;</i> ❖ <i>Individuals who are mobility impaired and/or not independent in activities of daily living;</i> ❖ <i>Individuals requiring IV therapy or with central lines in place;</i> ❖ <i>Individuals who are acutely ill, post-surgical, who require convalescent care, and those with conditions requiring extensive treatment and frequent monitoring; and</i> ❖ <i>Individuals with severe respiratory problems requiring nebulizer treatments, oxygen and close observation.</i> <p><i>Inmates are formally admitted to infirmary care following assessment by a physician or nurse practitioner and then monitored daily by provider and nursing staff. Discharge from the infirmary occurs either at the time of release from jail or as the patient's condition improves and can be safely managed in general population housing. Some individuals remain in infirmary care for the duration of their incarceration.</i></p>



King County

Department of Adult and Juvenile Detention

Directors Office
500 Fifth Avenue
Seattle, WA 98104

August 30, 2022

City of Port of Seattle,

This letter is to provide you with 2023 detention rates for housing your inmates in King County jail facilities. Rates were prepared pursuant to the Interlocal Agreement between the County and King County cities. Due to continued COVID-19 population restrictions, the Department of Adult and Juvenile Detention is again only employing basic annual inflation in 2023, rather than implementing a full cost reset.

In addition, the Jail Services Agreement between your jurisdiction and King County is set to expire at the end of 2022. For 2023, we will be offering a two-year contract which will be substantially like our current contract.

Today, we are providing forecasted 2023 jail rates. While our council will have final approval of our rates, we are optimistic the figures below will not be substantially different, if at all. Once we have final approval from the council, we will reach back out with both the rates and a contract for your leadership to sign. The rates being proposed, and the methodology follows our current Jail Services Agreement with your agency.

Rates effective January 1, 2023, through December 31, 2023

The Exhibit III Calculation of Fees, Charges and Surcharges, in the Interlocal Agreement specifies the fees, charges and surcharges as well as the Offsite Medical Charges, the City shall pay. Also, Exhibit III c., i., denotes that King County will increase the Maintenance charge to capture the cost of capital expenditures that benefit jail operations. In 2023, the debt service for the Courthouse Seismic Stabilization Project (CSSP) is \$1.05 and the debt service for the Integrated Security Project (ISP) is \$5.21. For the period of January 2023 through December 2023, the rates are as follows:

Other Cities	2022 Base Rate ¹	Annual Increase ²	CPI W ²	Base Rate before Debt Svc.	CSSP ³	ISP ³	2023 Final Rate
Daily Maint	\$ 225.80	1.50%	9,50%	\$ 250.64	\$ 1.05	\$ 5.21	\$ 256.90
Booking - Standard	\$ 236.26	1.50%	9,50%	\$ 262.25			\$ 262.25
Booking - Reduced	\$ 160.96	1.50%	9,50%	\$ 178.67			\$ 178.67
Acute Psych Housing ⁴	\$ 274.33	1.50%	9,50%	\$ 304.51			\$ 304.51
Psych Other ⁴	\$ 106.01	3.00%	9,50%	\$ 119.26			\$ 119.26
Infirmery	\$ 345.77	3.00%	9,50%	\$ 388.99			\$ 388.99
1 on 1 Guarding Hrly	\$ 78.63	1.50%	9,50%	\$ 87.28			\$ 87.28

¹ Prior years base rate, before the inclusion of the CSSP and ISP fees.

² Exhibit III Section 7 Inflation and Re-Sets of Fees and Charges.

³ Exhibit III Section 1. C, Capital Expenditures included in Daily Maintenance charges. CSSP = Courthouse Seismic Stabilization Project, ISP =

⁴ Exhibit III Section 3 c. Acute Psychiatric Care (Psych Unit) is comprised of the Acute Psychiatric Housing Surcharge and the Psych Other Surcharge.

Please call me (206-477-2339) if you have any questions regarding the rates.

Sincerely,

Steve Larsen
DAJD Chief of Administration

RETURN TO AGENDA



**COMMISSION
AGENDA MEMORANDUM**

Item No. 8i

ACTION ITEM

Date of Meeting December 13, 2022

DATE: November 30, 2022

TO: Stephen P. Metruck, Executive Director

FROM: Pearse Edwards, Senior Director External Relations
Geri Poor, Senior Manager, Regional Transportation, External Relations

**SUBJECT: Service Agreement for IDIQ Contract for Regional Transportation
Project and Planning Services IDIQ Contracts**

Contract total: \$400,000

ACTION REQUESTED

Request Commission authorization for the Executive Director to execute contracts for regional transportation and planning services related to Port activities/assets and the transportation systems that are key to the Port's and the region's long-term vitality, for a cost not to exceed \$400,000 and duration of up to four years. There is no funding request associated with this authorization.

EXECUTIVE SUMMARY

The Port anticipates a need for regional transportation consultant services for transportation planning, design, design review, traffic modelling or data collection, monitoring or analysis, related to Port activities or assets and the broader transportation system. This need may be related to limitations on staff resource availability or staff expertise and may be a short or long-term need.

Indefinite delivery, indefinite quantity (IDIQ) contracts provide the Port with flexibility to meet business requirements as they arise, issuing individual service directives to accomplish tasks within a general, pre-defined scope of work, on an as-needed basis, for a fixed period, and a maximum contract amount. Our Diversity in Contracting department within the Economic Development Division set a women- and minority-owned business enterprise (WMBE) goal of 10-percent of contract spending. Funding of services under this contract will come separately from annual operating budgets.

JUSTIFICATION

There are several situations where External Relations or other Port departments may benefit from Regional Transportation project and planning services by a consultant. The use of consulting services may occur because they bring unique knowledge or specialized skills or experience that Port staff may not possess. In other situations, an issue may emerge

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unexpectedly, and Port staff might not have the ability to shift other responsibilities to assume this new work. Another example where an objective third party is valuable is to assess Port activities or assessment.

Anticipated work in the coming four years may be related to city arterials and regional highways, bicycle or pedestrian corridors, transit planning and design, ground transportation components of Green Corridors, wayfinding and signage, freight mobility and truck parking, funding mechanisms and priorities, capacity restrictions, reductions or enhancements or other regional transportation issues. Two items from the 2023 commissioner budget priorities that may be completed under this contracting authority are related to waterfront signage and SEA bike and pedestrian commuter improvements.

Diversity in Contracting

Procurement for consultants to support this work is covered under separate Commission actions. Diversity in contracting will be included in the procurement for this contract authorization. Procurements have included a minimum of 10% WMBE utilization commitment.

DETAILS

Scope of Work

The consultant will assist the Port in project and planning services.

The consultant assistance may include the following work:

- (1) Evaluate and review technical analysis and documents produced by other
- (2) Conduct original technical analysis or conceptual design
- (3) Develop and facilitate solutions to transportation issues affecting the Port
- (4) Support Port staff in communicating Port-related transportation issues
- (5) Support transportation grant planning, development, and completion for federal, state regional or other grant opportunities.

Deliverables will be negotiated at the time of issuance of a service directive and may include:

- (1) Summary of technical review
- (2) Draft and final analyses or designs
- (3) Meeting summaries, presentations, documents, graphics, mapping or other
- (4) Grant applications or components thereof
- (5) Other documents needed to support tasks authorized under service directives, as directed by Port staff.

Schedule

The contracts are estimated to be executed in the first half of 2023.

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ALTERNATIVES AND IMPLICATIONS CONSIDERED

Alternative 1 – Contract for regional transportation planning or project consultant on a project-by-project basis.

Cost Implications: Increase in costs due to individual additional procurements.

Pros:

- (1) Separate contracts will provide multiple opportunities for consulting firms to compete for work.
- (2) Flexible staffing resources.

Cons:

- (1) This alternative would require additional time and cost to procure a consultant for each project, requiring additional lead time, management oversight and additional administrative preparation.
- (2) Consultant firms may need to spend more time and money responding to individual project-based procurements.
- (3) This alternative may lead to more non-competitive contracts.

This is not the recommended alternative.

Alternative 2 –

Establish two or more contracts for a total of \$400,000 for regional transportation planning or project consultant services Portwide.

Cost Implications: \$400,000

Pros:

- (1) This provides a competitive process to establish multiple contracts and assures the Port has critical consultant service available on short notice.
- (2) Retain consultant to perform specific work on service directives in an expeditious manner since the contract and prices will already be established. Port will only need to negotiate specific scope and associated fee.

Cons:

- (1) Fewer opportunities for firms to compete for various projects.
- (2) Staff may rely too heavily on readily available consulting services rather than first exploring lower-cost options.

This is the recommended alternative.

FINANCIAL IMPLICATIONS

Annual Budget Status and Source of Funds

There is no funding request associated with this authorization. No work is guaranteed to the consultants. The Port is not obligated to pay the consultant until a service directive is executed.

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ATTACHMENTS TO THIS REQUEST

None.

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

None.

RETURN TO AGENDA

**COMMISSION
AGENDA MEMORANDUM**

Item No. 8j

ACTION ITEM

Date of Meeting December 13, 2022

DATE : November 16, 2022
TO: Stephen P. Metruck, Executive Director
FROM: Krista Sadler, Director Technology Delivery
SUBJECT: **Storage Area Network Refresh (C801342)**

Amount of this request: \$750,000
Total estimated project cost: \$750,000

ACTION REQUESTED

Request Commission authorization for the Executive Director to 1) proceed with the Storage Area Network Refresh project and 2) execute contract(s) for hardware, software, and implementation services for a total project cost not to exceed \$750,000.

EXECUTIVE SUMMARY

This project will refresh the Port's Enterprise Storage Area Network (SAN), a critical part of the overall Enterprise technology infrastructure. The Port SAN hosts over 1000 physical and virtual servers that run our applications and supports the data backups that keep our information secure. Systems hosted on the SAN include the Port website, PeopleSoft Financials and Human Capital Management, emergency response systems, Maritime and Aviation maintenance work order and asset management system, and hundreds of additional systems that are critical to the business of the Port.

Maintenance on the SAN expires in July 2023, after which we will no longer receive security patching or general maintenance services to assist with problems and equipment failures. Extended maintenance is available, but 4-year costs are similar or slightly higher than the recommended refresh alternative. This planned project is part of the 2023-2027 plan of finance as a \$750,000 CIP. This project will be completed by Information and Communication Technology (ICT).

JUSTIFICATION

The Port's Enterprise technology infrastructure includes many components that support the communications, systems, and applications that are critical to Port operations, cyber security protection, and resiliency. Equipment refreshes and software upgrades protect our infrastructure

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by ensuring security patch and maintenance availability. The Enterprise SAN is a vital component of this technology infrastructure to ensure the efficient and secure storage of Port information.

Benefits of new SAN technology include:

- (1) Security, performance, and feature advances in upgraded storage infrastructure help maintain current system up-time and support evolving business needs.
- (2) Storage management software will be deployed to optimize the infrastructure and support cloud-based expansion.

Diversity in Contracting

Project staff will work with the Diversity in Contracting Department to determine if a direct women-and-minority-owned business enterprise (WMBE) aspirational goal should be assigned.

DETAILS

Scope of Work

- (1) Procure and install new storage controllers and associated equipment with the most current software in the SEA Data Center.
- (2) Migrate data from the old equipment to the new SAN.

Schedule

Activity

Commission authorization	2022 Q4
Procurement Complete	2023 Q2
In-use date	2023 Q4

Cost Breakdown

	This Request	Total Project
Equipment, Software, and Vendor Services	\$660,000	\$660,000
Port Labor	\$90,000	\$90,000
Total	\$750,000	\$750,000

ALTERNATIVES AND IMPLICATIONS CONSIDERED

Alternative 1 – Pay for extended maintenance on existing equipment and software

Cost Implications: \$1,002,000 in Expense for extended maintenance

Pros:

- (1) Capital funding and Port resources are available for other efforts.
- (2) The Port would continue to receive security patches and important maintenance benefits.

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Cons:

- (1) The 4-year total cost of extended maintenance is similar or exceeds the cost of new equipment and software with 4 years of reduced maintenance and additional cloud storage.
- (2) New feature and efficiency benefits would not be available.
- (3) Will still need to replace some equipment that is end of life.

This is not the recommended alternative.

Alternative 2 – SAN RefreshCost Implications: \$750,000Pros:

- (1) The Port's Enterprise technology infrastructure will be less vulnerable to failure due to equipment outages.
- (2) Updated equipment and software will receive security patches and remediations.
- (3) SAN components will adhere to latest security protocols to improve our security monitoring capabilities.
- (4) Increase capacity will support the growth of data.

Cons:

- (4) Capital funds and Port resources are not available for other efforts.

This is the recommended alternative.

FINANCIAL IMPLICATIONS***Cost Estimate/Authorization Summary***

	Capital	Expense	Total
COST ESTIMATE			
Original estimate	\$750,000	\$0	\$750,000
AUTHORIZATION			
Previous authorizations	\$0	\$0	\$0
Current request for authorization	\$750,000	\$0	\$750,000
Total authorizations, including this request	\$750,000	\$0	\$750,000
Remaining amount to be authorized	\$0	\$0	\$0

Annual Budget Status and Source of Funds

This project was included in the 2023-2027 capital budget and plan of finance for \$750,000. The project will be funded with 82.1% Airport Development Fund and \$17.9% General Fund.

Financial Analysis and Summary

Project cost for analysis	\$750,000
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Meeting Date: December 13, 2022

Business Unit (BU)	Division-wide allocation
Effect on business performance (NOI after depreciation)	NOI after depreciation will increase due to inclusion of capital (and operating) costs in airline rate base.
IRR/NPV (if relevant)	N/A
CPE Impact	\$0.01

Future Revenues and Expenses (Total cost of ownership)

We are not expecting significant change in recurring maintenance and licensing costs as a result of this project.

ATTACHMENTS TO THIS REQUEST

None

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

None

RETURN TO AGENDA

COMMISSION
AGENDA MEMORANDUM

Item No.

8k

ACTION ITEM

Date of Meeting

December 13, 2022

DATE: November 30, 2022

TO: Stephen P. Metruck, Executive Director

FROM: Mikel O'Brien, Interim Senior Director of Labor Relations
Milton Ellis, Labor Relations Manager

SUBJECT: New collective bargaining agreement between the Port of Seattle and the International Brotherhood of Teamsters, Local 117, representing Police/Fire Communication Specialists

Total Port Cost Increase for the Duration of the Agreement: \$694,120

ACTION REQUESTED

Request Commission authorization for the Executive Director to execute a new collective bargaining agreement (CBA) between the Port of Seattle and the International Brotherhood of Teamsters, Local 117, representing Police/Fire Communication Specialists at the Port of Seattle covering the period from January 1, 2022 through December 31, 2024.

EXECUTIVE SUMMARY

Good faith bargaining between the International Brotherhood of Teamsters, Local 117, representing Police/Fire Communication Specialists and the Port of Seattle resulted in a fair collective bargaining agreement consistent with Port's priorities.

There are currently fifteen (15) Police/Fire Communication Specialists employed at the Port of Seattle who are assigned to the 911 emergency call center at the Port of Seattle Police Department. Police/Fire Communication Specialists respond to and dispatch emergency calls in the 911 emergency call center of the Port Police Department.

This agreement is for three years covering the period from January 1, 2022 through December 31, 2024. The estimated total additional cost for wages and benefit increases is \$689,233. The estimated additional cost per year of the contract is: year one, \$113,751; year two, \$250,924, and year three \$324,558.

The cost is based upon an eight percent (8.0%) wage increase in year one of the agreement; a Cost-of-Living increase, plus an additional two and one tenths percent (2.1%) increase in wages, in year two of the agreement; and a Cost-of-Living increase, plus an additional one percent (1.0%) increase in wages, in three of the agreement.

Meeting Date: December 13, 2022

The cost also consists of a health insurance increase of 4.7% in year two of the agreement and an estimated 3% increase in health insurance in year three of the agreement.

Other additions to the agreement consist of establishing a procedure for a voluntary employee contribution to the Teamsters Democratic, Republican, Independent, Voter Education (DRIVE) program; an addition to the Equal Employment Opportunity provision wherein both the Port and the Union commit to promoting equity, diversity and inclusion in the workplace; modification of the jury duty compensation procedure in which employees are no longer required to remit any payment from the court to the Port payroll department; the inclusion of aunts and uncles in the definition of the immediate family under the Bereavement Leave provision of the agreement; modification of the Vacation provision that specifies that only those employee who have completed training are eligible for vacation bidding and that non-bid vacation commences ten days after the vacation bidding process has concluded.

The holiday provision was modified to reflect a limit on holiday hours being cashed out in the first cash out period, June, and that holiday hours will only be reported to the Department of Retirement Services if used. The Port's contribution to the Pacific Coast Benefit Trust will increase from \$1.40 per compensated hour to \$1.50 per compensated hour effective the third year of the agreement. Employees in the bargaining unit medical premium contributions will increase from \$125 per month to \$150 per month effective in year three of the agreement.

Other additions include the adoption of Washington paid sick leave law language in compliance with state law; and an acknowledgement that the Port will comply with State law when information is being requested from a bargaining unit members personnel file based on a public records request.

JUSTIFICATION

RCW Chapter 41.56 requires the Port of Seattle to collectively bargaining wages, hours and conditions of employment with the exclusive bargaining representative designated by the employees.

DETAILS

Term of the Agreement

Retroactive to January 1, 2022, through December 31, 2024.

Meeting Date: December 13, 2022

FINANCIAL IMPLICATIONS***Wages***

Classification	Current Rate	Effective 1/1/22 Base Hourly Rate (+8.0%)	Effective 1/1/ Base Hourly Rate (+6% Estimated COLA + 2.1%))	Effective 1/1/19 Base Hourly Rate (+3% Estimated COLA) + 1.0%
Communication Specialists	\$29.59	\$31.96	\$34.55	\$35.93

Wage

Employees were provided with an eight percent (8.0%) wage increase in the first year of the agreement; a cost-of-living increase in year two of the agreement based on the Seattle/Tacoma/Bellevue CPI-U (All Urban Consumers) October to October Index, plus an additional two and one-tenths percent (2.1%) above the CPI-U; and a cost-of-living increase in year three of the agreement based on the Seattle/Tacoma/Bellevue CPI-U (All Urban Consumers) October to October Index, plus an additional one percent (1.0%) above the CPI-U.

Health and Welfare

Members of the bargaining group are currently enrolled in Teamsters Medical Plan A where they are contributing one hundred twenty-five dollars (\$125) per month toward the cost of their medical insurance. The contract provides for an increase in the amount of premium share paid by employees of twenty-five dollars (\$25) in year three of the agreement. Total employee medical contribution will therefore consist of employees contributing one hundred fifty dollars (\$150) in year three of the agreement.

Pension

Members of the bargaining group are enrolled in the Pacific Coast Supplemental Pension Plan where the Port currently contributes an amount of \$1.40 per compensated hour. This amount will increase by ten cents (\$0.10) in year three of the agreement for a total Port contribution of one dollar and fifty cents (\$1.50) per compensated hour.

Holiday

Employees are provided with a pool of one hundred fifty (150) leave hours that are not tied to specific Port holidays. Employees will be permitted to cash out leave holiday hours twice a year, June and December, with a limit of not more than seventy-hours being allowed for an employee to cash out in June. Also, only holiday hours that are used will be reported to the Department of Retirement Service.

Meeting Date: December 13, 2022

Other Changes

- Modification to the Sick Leave provision in accordance with the Washington State Paid sick leave law.
- Equal Employment Opportunity modified to reflect the Port and Union’s commitment to diversity, equity, and inclusion.
- Modification of the definition of immediate family for bereavement leave to include Aunts and Uncles.
- Personal File – Public Records request for information in employee’s personnel file administered in accordance with RCW 42.56.250 (12).
- Procedure established for Voluntary employee contribution to DRIVE.
- Modification to the vacation bidding process.

Cost Impact \$	Year 1	Year 2	Year
Pay	\$96,366	\$105,352	\$56,243
Benefits	\$17,384	\$31,822	\$17,390
Total New Money	\$113,751	\$137,174	\$73,633
Total Cumulative Cost	\$113,751	\$250,924	\$324,558

The estimated total additional cost to the Port of Seattle for the duration of the contract is \$689,233.

ATTACHMENTS TO THIS REQUEST

1. Collective Bargaining Agreement between the Port of Seattle and the International Brotherhood of Teamsters, Local 117, representing Police/Fire Communications Specialists assigned to the Port of Seattle Police Department, covering the period from January 1, 2022, through December 31, 2024.

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

None

COLLECTIVE BARGAINING AGREEMENT

By and Between



And

Teamsters Local Union No. 117

**Affiliated with the
International Brotherhood of Teamsters**

**REPRESENTING
POLICE/FIRE COMMUNICATIONS SPECIALISTS**



**Term of Agreement
January 1, 2022- December 31, 2024**

NOTICE TO ALL MEMBERS

If you become unemployed, or are off due to an on the-job injury, in the jurisdiction of the Local Union, you will be put on a withdrawal status on request providing all dues and other financial obligations are paid to the Local Union, including the dues for the month in which the withdrawal status is effective.

If you are on a dues check-off with your company and leave for any reason and dues are not deducted, it is your obligation and responsibility to keep your dues current or request a withdrawal.

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PORT OF SEATTLE
POLICE/FIRE COMMUNICATIONS SPECIALISTS

ARTICLE 1 – PURPOSE OF AGREEMENT

This mutual Collective Bargaining Agreement (hereinafter referred to as the Agreement) has been entered into by Teamsters Local Union No. 117, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the “Union”), and the Port of Seattle (hereinafter referred to as the “Port”), which may hereinafter be referred to as Parties. The purpose of this Agreement is the promotion of harmonious relations between the Port and the Union; the establishment of equitable and peaceful procedures for the resolution of differences; and the establishment of rates of pay, hours of work, benefits, and other terms and conditions of employment.

ARTICLE 2 – UNION RECOGNITION

2.01 The Port recognizes the Union as the sole and exclusive bargaining agent for Port Police employees performing radio dispatch and police/fire communications duties, except employees classified in supervisor or manager positions.

2.02 In accordance with RCW 41.56.037, the Union will be given thirty (30) minutes to meet with new employees of the bargaining unit within ninety (90) days of employment at a mutually agreeable time to discuss matters concerning the rights of employees, responsibilities of the Union, and services available to the membership. A Business Representative, Shop Steward, and/or Local Union member will be responsible for the presentation. Only the new employee will be released from duty with pay.

ARTICLE 3 – UNION SECURITY

3.01 The Port shall notify the Union as soon as possible of any deduction authorization received by the Port. Upon receiving notice from the Union the Port agrees to deduct from the paycheck of each Union member or each non-member voluntary financial supporter covered by this Agreement who has voluntarily so authorized it, the initiation fee, and regular monthly dues, assessments or voluntary non-member financial supporter fee. Such authorization for deductions may be made in writing, electronically or through recorded voice. The Port shall transmit fees and dues to the Union once each month on behalf of the employees involved. If a deduction error is identified, the error will be addressed as soon as practicable.

3.02 The Port agrees to notify the Union of any new employees employed in classifications covered by this Agreement within five (5) days/seven (7) or ten (10) business days from date of hire.

3.03 A Union member or voluntary financial supporter of the Union may cancel their payroll deduction authorization in accordance with the terms of the Union’s payroll deduction authorization form by giving written notification to the Union. If the Union receives such written notification, confirmation will promptly be sent to the Port by the Union when the terms of the

employee's signed payroll deduction authorization form regarding cancellation have been met. The Port will make an effort to end the automatic dues deduction effective the first pay period but no later than the second pay period after receipt of the written cancellation notice.

3.04 The Union agrees to indemnify and hold harmless the Port for any actions taken pursuant to this Article. The Union agrees to refund to the Port any amounts paid to it in error upon presentation of proper evidence thereof.

ARTICLE 4 – PAYROLL DEDUCTION

4.01 Dues Deduction. The Port agrees to deduct from the paycheck of each member covered by this Agreement who has so authorized it by signed notice submitted to the Port, the initiation fee, and regular monthly dues. The Port shall transmit such fees to the Union once each month on behalf of the members involved.

4.02 Teamsters Legal Defense Fund Participation. The Port agrees to deduct from the paycheck of each member covered by this Agreement who has so authorized it by signed notice submitted to the Port, the necessary fee, assessment, and regular monthly fee to provide the Teamsters Legal Defense Fund. The Port shall transmit such fees made payable to "Teamsters Legal Defense Fund" and send to American Legal Services, Inc.

4.03 Democrat, Republican, Independent Voter Education (DRIVE): Effective upon ratification and execution of the agreement between the parties, in the event a minimum of forty (40) current Port of Seattle employees elect to contribute to the Democrat, Republican, Independent Voter Education (DRIVE), the Port agrees to deduct from the paycheck of employees covered by this Agreement voluntary contributions to DRIVE. Deductions must be a minimum of five dollars (\$5) per month per contributing employee. Both DRIVE and the employee shall notify the Port of the amount to be deducted from the employee's paycheck on a monthly basis. The Port shall transmit (electronically via ACH) to DRIVE National Headquarters on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the last four (4) digits of the employee's social security number and the amount deducted from the employee's paycheck.

The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the bi-weekly payroll deduction plan. The IBT Local 117 further agrees to facilitate timely recoupment or to reimburse the Port for any contributions made to DRIVE in error.

Upon issuance and transmission of a check to DRIVE, the Port's responsibility shall cease with respect to such deductions. The Union shall indemnify and hold the Port harmless from all claims, demands, suits, or other forms of liability that may arise against the Port for or on account of any deduction made from the wages of such employee. The Port shall be obligated to honor only an authorization to deduct the amount specified, in writing by the employee. The Port shall have no obligation or responsibility for calculating, computing, or verifying the amount to be deducted.

The Port reserves the right to discontinue DRIVE deductions in the event participation drops below the minimum fifty (50) Port employees.

Both the Port and Local 117 agree to reopen the contract on DRIVE if any other Local 117 bargaining group within the Port of Seattle Police Department negotiate contract language with lower minimums of the number of employees required to contribute or the total monthly contribution amount in their respective contract on this issue.

ARTICLE 5 – UNION REPRESENTATIVE ACCESS

The Port agrees to allow reasonable access to Port facilities for union representatives who have been properly authorized by the Union. Such access shall be permitted in a manner as not to interfere with the functions of the Police Department (hereinafter referred to as the Department) or the Port. This Article shall apply within the constraints of federal or state regulations, statutes, and the Airport Security Plan.

ARTICLE 6 – BULLETIN BOARD

A bulletin board found to be acceptable and in compliance with the needs of limited use by the Union shall be provided by the Port. This bulletin board shall be used, maintained, and controlled by the Union. It is understood and agreed to that no material shall be posted which is obscene, defamatory, or which would impair Port operations.

ARTICLE 7 – EQUAL EMPLOYMENT OPPORTUNITY

The Port of Seattle is an equal opportunity employer. The Port embraces, and in fact relies on having a diverse workforce. Every employee has the right to work in surroundings that are free from all forms of unlawful discrimination. The Port and the Union will not engage in, or tolerate, any discrimination in the workplace prohibited by local, state or federal law. Specifically, no employee will be discriminated against on the basis of his or her age, race, color, national origin/ancestry, religion, disability, Family Medical Leave Act (FMLA) use, pregnancy, sex/gender, sexual orientation, whistleblower status, marital status, military status, use of workers' compensation, transgender status, political beliefs, or any other category protected by applicable federal, state or local law ("Protected Status").

The Port and the Union are committed to promoting equity, diversity and inclusion in the workplace. The Port refers to equity as the fair treatment, access, opportunities, and advancement for all people while striving to identify and eliminate barriers that have prevented the full participation of historically oppressed communities.

ARTICLE 8 – MANAGEMENT RIGHTS

8.01 The Union recognizes the prerogatives of the Port to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.

8.02 The Port reserves any and all exclusive rights concerning the management and operation of the Department, except as specifically limited in this Agreement. In exercise of such exclusive management rights, it is not intended that any other provision of this Contract providing a specific benefit or perquisite to the covered employees shall be changed, modified, or otherwise affected, without concurrence of the Union.

8.03 Subject to the provisions of this Agreement, the Port reserves the following specific and exclusive management rights:

- (a) To recruit, assign, transfer, or promote members to positions within the Department, including the assignment of employees to specific jobs;
- (b) To suspend, demote, discharge, or take other disciplinary action against members for just cause;
- (c) To determine the keeping of records;
- (d) To establish employment qualifications for new employee applicants, to determine the job content and/or job duties of employees, and to execute the combination or consolidation of jobs;
- (e) To determine the mission, methods, processes, means, policies, and personnel necessary for providing service and Department operations, including, but not limited to: determining the increase, diminution, or change of operations, in whole or in part, including the introduction of any and all new, improved, automated methods of equipment; and making facility changes on Port-owned, leased, or rented property;
- (f) To control the Departmental budget, and if deemed appropriate by the Port, to implement a reduction in force;
- (g) To schedule training, work, and overtime as required in a manner most advantageous to the Department and consistent with requirements of municipal employment and public safety, subject to the provisions of this Agreement;
- (h) To establish reasonable work rules, and to modify training;
- (i) To approve all employees' vacation and other leaves;
- (j) To take whatever actions are necessary in emergencies in order to assure the proper functioning of the Department; and

- (k) To manage and operate its Departments, except as may be limited by provisions of this Agreement.

8.04 It is understood by the Parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.

ARTICLE 9 – DISCIPLINE

The Parties agree that discipline is a command function. Decisions on disciplinary matters where discipline imposed involves discharge, suspension, demotion, or written reprimands shall be subject to the grievance procedure; however written reprimands may not be pursued to Arbitration. Oral admonishments, verbal warnings, counseling, performance evaluations, and remedial training shall not be subject to the grievance procedure.

ARTICLE 10 – REDUCTION IN FORCE

10.01 The Port shall maintain one (1) seniority roster for police/fire communications employees. Employees laid off as a result of reduction in force shall be laid off according to reverse seniority on the roster. Employees with the least time shall be the first laid off. In the event that two (2) or more employees eligible for layoff shall have the same seniority date, the Chief of Police (hereinafter referred to as Chief) shall determine the order of layoff based on management's evaluation of individual employee performance and special skills.

10.02 Employees laid off in accordance with the provisions of this Article will be eligible for rehire in the inverse order of layoff for a period of one (1) year following layoff. The Port shall provide updated seniority rosters to the Union on a quarterly basis or upon the Union's request.

10.03 In the event of an imminent reduction in force, written notice shall be provided to each employee scheduled for layoff at least fourteen (14) days prior to termination.

10.04 Probationary employees shall not be subject to recall, pursuant to Article 31 of this Agreement.

ARTICLE 11 – JURY DUTY & WITNESS SERVICE

11.01 Compensation. When a Communication Specialist is called for and serves on jury duty, the Communication Specialist will be compensated for the number of hours that the Communication Specialist regularly works in a workweek. For a Communication Specialist's service as a subpoenaed witness on a job related case, Port compensation outside of regularly scheduled work hours is payable at the overtime rate if such service is in excess of the normal daily or normal weekly working hours' schedules. (See Appendix A, Section II(F) – Court Appearances).

11.02 Hours of Work. For the period of jury duty service, the Communication Specialist shall be assigned to a Monday through Friday workweek on day shift schedule. The Communication Specialist that is released from jury service on any day shall immediately call-in to work and report for duty if required. Upon final release from jury duty, the Communication Specialist will return to his or her regular schedule in such a way as to permit an uninterrupted continuation of compensation, and the maximum amount of work availability for the Port; provided, that no Communication Specialist regularly scheduled to work night shift shall be required to work on the night shift immediately following the conclusion of jury duty.

11.03 This Article shall not be construed to include either grievances or arbitrations as defined in Article 28 of this Agreement.

ARTICLE 12 – BEREAVEMENT LEAVE

12.01 Employees who have been employed for thirty (30) or more days of uninterrupted service, and who have suffered the loss by death of a member of their immediate family, as defined in this Article, shall be eligible to receive up to forty (40) hours of leave per bereavement, at the discretion of the employee's supervisor, and under the supervision of the Chief of Police. Such leave shall not result in compensation for more than the number of hours in any normal work week.

12.02 "Immediate family" shall be defined as the spouse or domestic partner of the employee, and the following relatives of either the employee, spouse, or domestic partner: child, step-child, child's spouse, grandchild, parent, step-parent, grandparent, sibling, sibling's spouse, aunt, and uncle. In special circumstances, the Chief and/or Human Resources may include other relatives in the definition for purposes of bereavement leave.

12.03 Individual circumstances, such as distance to the funeral and the extent of employee involvement with the arrangements for the deceased, shall be considered in determining the number of hours to be granted an employee.

12.04 Following use of bereavement leave, in case of death of an employee's spouse, domestic partner (as defined under the Port's Salary and Benefit Resolution), or child, an employee may take up to two (2) weeks of sick leave.

ARTICLE 13 – HOURS OF WORK AND OVERTIME

13.01 Designated Workweek. The normally scheduled workweek shall be comprised of forty (40) hours, defined by the Port as beginning at 12:01 a.m. on Sunday and ending at midnight on Saturday. Port payroll shall be on an eighty (80) hour biweekly basis.

13.02 Hours of Work. The normally scheduled workweek for employees shall be forty (40) hours per week as generated by the four/ten (4/10) work schedule. Rest periods are fifteen (15) minutes in length.

13.03 Work Schedule. The normal work schedule shall be as follows:

All full-time regular employees shall be assigned by seniority preference to staff the work shifts per the work schedule. The work schedule is 4/10 schedule with a variety of a day, swing and graveyard hours. The annual shift bid process shall commence no later than September 30th of each year. Bidding will be in one round with each employee required to bid one (1) cycle in each grouping of Day/Swing or Swing/Graveyard shifts (12 months). The cycles will begin on the first Sunday in January and the first Sunday in July. Each employee shall have a maximum of twenty-four (24) hours to place his/her bid. Failure to place a bid within twenty-four (24) hours will result in a forfeiture of bid order.

As soon as practical within thirty (30) days following a vacancy, employees (who have completed the training program) shall be provided the opportunity to exercise seniority preference to fill any open regular position in the schedule caused by transfer out of the bargaining unit or termination of employment unless the opening occurs less than forty-five (45) days from the next scheduled shift rotation as defined in Article 13.05 (Shift Rotation) and provided that a senior employee may not displace a regularly assigned junior employee (no "bumping"). Bid vacation is not guaranteed if an employee chooses to exercise seniority rights to change shifts; however, bid vacation will be accommodated if possible.

The normal workweek and normal workday for Communication Specialists may be modified to accommodate training or educational requirements with as much notice as possible, but not less than five (5) calendar days' notice.

13.04 Work Shifts. Starting times for regular assigned rotating shifts will be:

Day Shift shall start between 0400 hours and 1059 hours.

Swing Shift shall start between 1100 hours and 1659 hours.

Graveyard Shift shall start between 1700 hours and 0359 hours.

Regular assigned employee schedules shall not be changed except in the following situations:

- A bona fide emergency;
- To accommodate training requirements and requests;
- By mutual agreement.

Employees shall have a minimum of twelve (12) hours off between shifts. If an employee returns to work with less than twelve (12) hours off, he/she shall receive pay at the overtime rate for all time worked until twelve (12) hours have passed since the end of the prior hours worked.

13.05 Shift Rotation. Each full-time regular employee shall rotate, every six (6) months, so as to work one (1) cycle in each grouping of Day/ Swing and Swing/Graveyard shifts. The rotation shall occur on the first Sunday in January and again on the first Sunday in July. During the rotation employees will be scheduled in accordance with Section 13.04. No employee will be scheduled more than five (5) work shifts in a row.

Other schedules may be worked during the rotation period if mutually agreed upon by the employee and their supervisor.

13.06 Scheduling Days Off. The Port shall not change or reschedule days off to prevent payment of overtime.

13.07 Trading Days Off. With supervisory approval an employee may trade days off with another employee, provided that the trade involves an even, reciprocal arrangement that is accomplished within a forty-five (45) day period. When trading days off, employees' paychecks will vary to show actual time worked, and hours in excess of the provisions of Section 13.09 of this Article resulting only from the trade shall be compensated at the straight-time rate. In the event a person scheduled to work pursuant to a shift trade arrangement fails to report to work as agreed, the appropriate leave bank of that person will be charged.

13.08 Mealtime Disruption. In the event an employee is called back to work from mealtime and is not provided a meal period of reasonable duration later in the shift, or the employee is not provided proper relief in order to take a meal period during the shift, the employee shall be compensated one-half ($\frac{1}{2}$) hour at the overtime rate for the remainder of the mealtime not taken. An employee shall not be required to take a meal period during the first two (2) hours or the last two (2) hours of the shift. An employee who works more than four (4) hours shift extension or more than four (4) hours call-in or scheduled overtime shift, shall be provided a meal period during the overtime assignment or be compensated at the overtime rate for the missed mealtime. If any employee independently or without proper authorization elects not to take a mealtime, and no emergency or extenuating circumstance exists, such employee shall not receive overtime payment for the mealtime missed.

13.09 Overtime Pay & Approval and Assignment of Overtime. Authority for the approval of overtime work shall be limited to Department management or its designees, provided however, that when unanticipated coverage is needed, in the Supervisor's absence, employees may authorize, approve, and assign overtime to themselves or to solicit other Communications employees to work overtime.

In the event that two (2) or more employees request the same overtime assignment, the senior employee shall be given preference. However, preference will be given to an employee willing to work the majority of the available hours of an overtime assignment when called in on a scheduled day off. An employee who accepts an overtime assignment is expected to fill that assignment.

In the event of involuntary assignment of overtime, the junior eligible employee shall receive the assignment, provided however, that all other options should be exhausted prior to calling an employee in on a scheduled day off. Except in a bona fide emergency, no employee shall be assigned to work more than twelve (12) hours in any day, including overtime, provided however, that an employee may volunteer to work up to sixteen (16) hours with supervisor approval.

The overtime rate of pay is one and one-half (1½) times the employee's regular rate of pay for work performed. There shall be no compounding or "pyramiding" of overtime pay.

All hours worked in excess of ten (10) hours per day, or in excess of the normally scheduled forty (40) hours workweek as defined in Section 13.01 of this Article, shall be compensated at the overtime rate.

Overtime provisions in this Article are subject to the requirements of the Fair Labor Standards Act (FLSA).

13.10 Daylight Savings Time. When time is officially changed (as from standard time to daylight savings time or vice versa) during an employee's working hours, the employee shall be paid for actual hours worked. If the employee loses a straight-time (non-overtime) hour, the employee will not receive pay for that straight-time hour, unless the employee elects to use vacation to replace the lost hour. If an employee works an extra hour, the employee will receive pay subject to the overtime provisions of the Collective Bargaining Agreement.

ARTICLE 14 – VACATION

Annual vacation with pay shall be granted to all employees on the following basis:

14.01 Scheduling of Vacation Leave. At any time after the successful completion of six (6) months of employment, employees may request and use vacation leave up to the number of hours accrued at the time of the desired vacation date, subject to the approval of the Communications Supervisor. Seniority shall be considered in accordance with the procedures contained herein when scheduling vacations. Normally, requests for approval of vacation schedules shall be made to the Communications Supervisor on a vacation request form thirty (30) days or more in advance, provided however, that requests made with less advance notice shall not be denied based only on the time frame and may be granted, subject to staffing requirements.

An annual vacation bid shall commence ten (10) days after the completion of the annual shift bid process for the following year, subject to the following provisions. All employees who have successfully completed training are eligible for vacation bidding. Each employee shall have a maximum of twenty-four (24) hours to place his/her bid. Failure to place a bid within twenty-four (24) hours will result in a forfeiture of the bid for that round. Employees who forfeit their seniority bid will be given an opportunity to bid at the end of the round. The bid must be placed within twelve (12) hours of notification to the employee.

Prime vacation time is designated as May 1st through August 31st.

Employees may not bid more hours than that which they shall have accrued at the time of the requested vacation. At the employee's option, Holiday Pooled Leave (Article 15) may be included in vacation bids.

Two (2) employees may request and shall be granted vacation leave on any one (1) day.

Employees may select, by seniority preference, up to one hundred twenty (120) hours, contained in not more than two (2) periods of available consecutive days, during each of three (3) rounds of bidding, provided however, that no employee shall select more than eighty (80) hours prime vacation time during any one (1) round.

In the event that an employee cancels a bid vacation during a period when two (2) employees have been granted leave, that period shall be made available to other employees by seniority preference.

The Employer will notify bargaining unit members that the vacation bid has ended and of the date that Employees can begin submitting non-bid vacation requests. Employees can begin submitting non-bid vacation requests ten (10) days after the vacation bid process is completed, with non-bid vacation being awarded on a first come, first serve basis.

When a junior employee selects a vacation period that had been available but not selected by a senior employee, after the initial bidding period, the senior employee may not displace the junior employee's bid (no "bumping").

14.02 Limits on Accumulating Vacation Leave. Vacation leave accumulation shall be limited to four hundred eighty (480) hours accrual at any time. Any portion above a four hundred eighty (480) hour accrual of unused vacation leave shall be forfeited, unless the reason for not taking such vacation leave is at management's direction, as under emergency conditions. In such event, unused vacation leave shall not be forfeited. Employees shall be responsible for scheduling annual leave in order to avoid any forfeiture of vacation leave.

14.03 Rates of Accrual. Effective upon ratification between the parties, based upon a pro rata share of a full-time work schedule calculated by an hourly accrual method, vacation leave is earned as follows:

- (a) 96 Hours of Vacation. Based on the first day of employment, from the first (1st) full month, to and including the forty-second (42nd) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of eight (8) hours per month of active employment, or the equivalent of up to ninety-six (96) hours per year (8 hours per month X 12 months = 96 hours per year).
- (b) 120 Hours of Vacation: From the forty-third (43rd) full month, to and including the eighty-fourth (84th) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of ten (10) hours per month of active employment, or the equivalent of up to one hundred twenty (120) hours per year (10 hours per month X 12 months = 120 hours per year).

- (c) 140 Hours of Vacation. From the eighty-fifth (85th) full month, to and including the one hundred thirty-second (132nd) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of eleven and sixty-seven hundredths (11.67) hours per month of active employment, or the equivalent of up to one hundred forty (140) hours per year (11.67 hours per month X 12 months = 140 hours per year).
- (d) 160 Hours of Vacation. From the one hundred thirty-third (133rd) full month, to and including the one hundred and ninety-second (192nd) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of thirteen and thirty-four hundredths (13.34) hours per month of active employment, or the equivalent of up to one hundred sixty (160) hours per year (13.34 hours per month X 12 months = 160 hours per year).
- (e) 168 Hours of Vacation. From the one hundred ninety-third (193rd) full month, to and including the two hundred twenty-eight (228th) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of fourteen (14) hours per month of active employment, or the equivalent of up to one hundred sixty-eight (168) hours per year (14 hours per month X 12 month = 168 hours per year).
- (f) 176 Hours of Vacation. From the two hundred twenty-ninth (229th) full month, to and including the two hundred fortieth (240th) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of fourteen and sixty-seven hundredths (14.67) hours per month of active employment, or the equivalent of up to one hundred seventy-six (176) hours per year (14.67 hours per month X 12 months = 176 hours per year).
- (g) 184 Hours of Vacation. From the two hundred forty-first (241st) full month, to and including the two hundred fifty-second (252nd) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of fifteen and thirty-four hundredths (15.34) hours per month of active employment, or the equivalent of up to one-hundred and eighty-four (184) hours per year (15.34 hours per month X 12 months = 184 hours per year).
- (h) 192 Hours of Vacation. From the two hundred fifty-third (253rd) full month, to and including the two hundred sixty-fourth (264th) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of sixteen (16) hours per month of active employment, or the equivalent of up to one-hundred and ninety-two (192) hours per year (16 hours per month X 12 months = 192 hours per year).
- (i) 200 Hours of Vacation. From the two hundred sixty-fifth (265th) full month, to and including all subsequent full months of continuous employment, permanent employees shall accrue vacation leave at the rate of sixteen and sixty-seven hundredths (16.67) hours per month of active employment, or the equivalent of

up to two-hundred (200) hours per year (16.67 hours per month X 12 months = 200 hours per year).

14.04 Payment for Vacation Leave at Termination/Paid Service Time. Regular, permanent employees shall be eligible to use accrued vacation leave, up to a limit of four hundred eighty (480) hours, in the form of paid service time prior to termination. Paid service time shall be provided as time off work with pay immediately prior to their termination date. Employees exercising their right to utilize vacation hours as paid service time shall be required to report for work on their last day of paid service time prior to termination. Any remaining accrued vacation leave (up to the 480-hour limit) not used as paid service time shall be cashed-out upon termination of employment. No employee terminated for just cause will be permitted to utilize vacation hours as paid service time, but rather, shall have vacation leave cashed-out under this Article.

If a regular, permanent employee is ineligible to use accrued vacation as paid service time, as specified in this Article, or elects against taking paid service time, such employee shall receive a lump sum payment in lieu of unused vacation leave, upon termination, up to a maximum of four hundred eighty (480) hours. Pay for unused vacation leave shall be computed through the last day of employment.

In addition, employees who terminate active employment before completing six (6) months of employment shall receive no vacation pay nor be eligible to use vacation as paid service time; thus, their vacation leave shall be forfeited.

This Section may be subject to modification to meet legal requirements in the event of further changes in State law.

14.05 In the event of a bona fide family emergency at the Chief's discretion, the Chief or his/her designee can permit an employee to take one (1) day off with vacation leave applied as compensation.

14.06 If the lateral is hired from within the Port of Seattle, he or she shall use his/her original hire date with the Port of Seattle for the purpose of vacation accrual as defined in Article 14, Section 14.03 of the current Collective Bargaining Agreement.

ARTICLE 15 – HOLIDAYS

15.01 In lieu of holidays, employees shall receive a pool of one hundred and fifty (150) holiday hours on January 1st of each year. It is understood that the pool of holiday hours is not tied to any designated Port holidays or a specific date. Changes in the number of pooled holiday hours due an employee resulting from a change of schedule, separation from the Department, or for any other reason, shall be prorated.

15.02 Pooled Holiday Leave may be used in one (1) hour increments in the same manner and with the same restrictions as vacation time, upon approval of the Communications Supervisor. During the year, employees may request payment for their unused pooled hours,

and such holiday leave cash-out (if requested by an employee) will occur twice (2x) per year, in the last paycheck of June and the last paycheck of December. Employees may request to cash-out up to a maximum of seventy (70) hours in the last paycheck of June. Employees may request to cash-out any remaining unused hours in the last paycheck of December. No pooled holiday hours may be carried over from year to year.

Consistent with Department of Retirement Services rules and regulations, the pool of holiday hours will be considered leave hours and, therefore, will be reported to the Department of Retirement Services if they are used as time off but not if they are cashed out.

15.03 Employees who cash out their Pooled Holiday Leave, then separate from the Department, shall be obligated to repay the value of the prorated pooled hours from the date of separation until the end of the year, which the Port may deduct from the employee's final paycheck.

15.04 During the first (1st) year of employment, employees shall receive a prorated benefit of Pooled Holiday Leave for each full month of employment. Absent supervisory approval, employees may not use Pooled Holiday Leave during the first six (6) months of employment.

15.05 Paid Service Time. Regular, permanent employees, who terminate active employment after completing six (6) months of employment, shall be eligible to use one hundred percent (100%) of their unused holiday leave (up to the 140-hour limit) as paid service time. Such holiday leave shall be prorated based on the employee's anticipated termination date. Paid service time shall be provided as time off work with pay immediately prior to their termination date. Employees exercising their right to utilize holiday hours as paid service time shall be required to report for work on their last day of paid service time prior to termination. Any remaining accrued holiday leave not used as paid service time shall be cashed-out upon termination of employment.

In addition, no employee terminated for just cause, nor an employee who terminates active employment before completing six (6) months of employment, will be permitted to utilize holiday hours as paid service time; rather, such employee shall have holiday leave cashed-out upon termination.

15.06 Holiday leave is payable, in a monetary amount, to the employee's spouse or other designated beneficiary in the event of an employee's death.

ARTICLE 16 – COMPENSATION FOR TRAVEL TIME

16.01 The Parties recognize federal and state audit requirements, and hereby agree to comply with the Port's accounting and procurement policies relating to, among other things, reimbursement for work-related mileage, reasonable out-of-pocket expenses, proof of

expenditures, reporting and audit requirements, travel authorizations, and use of a Port credit card.

16.02 An employee's normal pay and work schedule shall apply as provided for in this Agreement in connection with travel assignments inside and outside of King County, as defined under the Fair Labor Standards Act (FLSA) guidelines. This provision does not restrict Management's ability to modify an employee's normal workweek and normal workday to accommodate training or educational requirements.

16.03 When travel by an employee's private vehicle is required and authorized by Department management, such travel shall be reimbursed in accordance with the mileage reimbursement schedule as approved by the Port Commission for Port employees. However, at no time shall the amount be less than the IRS-approved mileage rate. Requests for mileage shall be submitted according to Port policy.

ARTICLE 17 – PROFESSIONAL LIABILITY

The Port shall continue to provide professional liability coverage for Port Police/Fire Communications employees when they are acting within the scope of their authority and duties for the Port of Seattle.

ARTICLE 18 – UNIFORMS AND EQUIPMENT

If the Port decides to require uniforms for Communications Specialists, the Port shall provide and maintain Communications uniform clothing and equipment in accordance with requirements that are mutually agreed between the Parties.

ARTICLE 19 – REQUESTED BENEFITS

The Port agrees to provide the following benefits requested by the Union:

- (a) Washington State Public Employees Retirement System.
- (b) Unemployment compensation benefits under the Washington State Employment Security Act.
- (c) Social Security Insurance (FICA) as covered by the Federal Insurance Contribution Act.
- (d) Free parking limited to employees on duty status.
- (e) Locker and lunchroom facilities.
- (f) Washington State Self-Insured Workers' Compensation.

- (g) Educational assistance for employees shall be subject to approval of the Chief. It is agreed that if funds are not available from other sources, such as special Federal or State programs, with the advance approval of the Chief, the Port shall provide reimbursement limited to job related educational curricula on the following basis:
 - (1) For employees engaged in continuing education at accredited institutions to obtain a college degree, fifty percent (50%) of tuition costs following one (1) year of continuous employment and seventy-five percent (75%) following four (4) years of continuous employment. Payment will be made upon evidence of satisfactory completion and will cover tuition fees only. Reimbursement may be applied for following each semester. The employee should normally expect to provide a minimum of two (2) years of service to the Port upon completion of study toward a college degree. This is not a repayment provision.
 - (2) After one (1) year of continuous employment, for individual courses limited to job related subject matter and not in connection with course work for a college degree, one hundred percent (100%) reimbursement for tuition only. Reimbursement shall be provided after evidence of satisfactory completion. This applies to courses taken as a result of a request initiated by an employee. However, non-mandatory specialized police/fire training courses taken at the option of the employee shall result in reimbursement to the Port by the employee for actual expenses if the employee voluntarily resigns (for other than medical reasons) or retires in less than two (2) years after completion of the special training.
 - (3) For courses or seminars initiated for an individual employee at the direction of the Chief, reimbursement shall be provided for the entire cost(s) of such instruction. Reimbursement shall include amounts to cover tuition, books, and miscellaneous instructional fees.
 - (4) Such educational assistance shall be linked to a detailed Letter of Commitment, provided to the Department by the employee that captures the employee's study and career goals.
- (h) Twenty-four (24) hours training per year per employee.
- (i) As provided below in this paragraph, employees shall be eligible for participation in the Port of Seattle's Deferred Compensation Plan. Eligibility and participation of employees shall be subject to the terms and conditions of such plan including any plan amendments, revisions, or possible cancellation. It is further agreed that content of the plan itself, plan administration, and any determinations made under the plan shall not be subject to the Grievance Procedure (Article 28) or to any other provisions of this Labor Agreement or to negotiation by the Union.

- (j) PACIFIC COAST BENEFIT PLAN: The Port contribution to the Pacific Coast Benefit Trust for each employee shall be one dollar and forty cents (\$ 1.40) per hour compensated.

Effective January 1, 2024, the Port's contribution to the Pacific Coast Benefit Trust for each employee will increase to one dollar and fifty cents (\$1.50) per hour compensated.

- (k) The Port of Seattle shall allow all employees the opportunity to attend the Port of Seattle retirement planning seminars.
- (l) Flexible Spending Account: Employees shall be eligible for participation in the Port of Seattle's Flexible Spending Account program. Eligibility and participation of employees shall be subject to the terms and conditions of such plan including any plan amendment, revision or possible cancellation. It is further agreed that content of the plan itself, plan administration and any determination made under the plan shall not be subject to the Grievance Procedure (Article 28) or to any other provision of this Labor Agreement or to negotiation by the Union.
- (m) Teamsters Legal Defense Fund Participation: The Port agrees to effectuate payroll deduction for those members wishing to participate in the Teamsters Legal Defense Fund as provided in Section 4.02.
- (n) Life Insurance: The Port agrees to provide life insurance in an amount which insures each eligible employee shall be covered for an amount of life insurance equal to forty percent (40%) of his/her total annualized pay rate, based upon the employee's classification.
- (o) Port of Seattle Long Term Care Insurance: If the Port adopts a Long Term Care Insurance Program, the parties will discuss the availability of such Long Term Program, if applicable, to Police/Fire Communication Specialists.

ARTICLE 20 – LEAVE WITHOUT PAY

20.01 After one (1) year's service, an employee shall be eligible for a leave of absence without pay not to exceed six (6) weeks. Requests for such leaves shall be submitted in writing to the Chief for approval thirty (30) days in advance of the leave time period. In emergency situations, the notification may be waived at the option of the Chief.

20.02 Leave approval considerations shall include:

- (a) The purpose and length of requested leave;
- (b) The employee's length of service;
- (c) The effect of such an extended absence on departmental operational efficiency;

- (d) Employee past performance and attendance; and
- (e) In establishing the priority for such leaves, mutual benefit to the Port shall also be a consideration. For example, leaves of absence for educational purposes shall receive greater priority than leaves for the purpose of travel.

20.03 In the event of special conditions, such as family emergencies or educational programs, leaves of absence may be extended beyond six (6) weeks with the approval of the Chief and/or Port's Executive Department. An employee shall suffer no loss of seniority for time spent on approved leave of absence of six (6) weeks or less.

20.04 Under normal conditions, leaves of absence shall not be granted for the purpose of seeking or engaging in other employment. Any exception to this provision shall be at the sole discretion of the Chief.

20.05 Employees shall be eligible for family leave pursuant to the Family and Medical Leave Act (FMLA), Washington Family Care Act (WCA), and Port policies relating to the FMLA and WCA.

ARTICLE 21 – SICK LEAVE

21.01 Regular permanent full-time employees shall accrue up to eight (8) hours per month of sick leave, accrued per straight-time hour compensated based on an hourly accrual method, not to exceed ninety-six (96) hours in any calendar year. Such sick leave shall be based on a pro rata share of time worked on a full-time work schedule. Regular permanent part-time employees shall accrue pro rata sick leave based on time worked on less than full-time schedules.

21.02 Sick leave is accrued after thirty (30) days of continuous employment and is to be used under the conditions stated in Section 21.03 of this Article as provided by law.

21.03 Except as provided in Section 21.08 of this Article and by law, sick leave will be used only in instances of non-job related employee or dependent illness or injury. However, sick leave may be used to cover normally scheduled workdays within the three (3) day exclusion of the Washington State Workers' Compensation Program. Such special application of sick leave would be limited to those employees who are not eligible for benefits provided in Article 22, Sections 22.01 and 22.02.

21.04 Departmental management may require a physician's statement to validate use of sick leave and/or to determine that an employee's return from absence due to illness or injury is sanctioned by the attending physician as provided by law.

New: The Port will continue to identify the portion of accrued sick leave that is available for use according to the minimum requirements of the Washington Paid Sick Leave Law on each employee's paycheck (e.g., one hour of accrued sick leave for each 40 hours worked by eligible employees). This is not an additional accrual amount. It is a designation of a portion of current accrual amounts. Employees shall be entitled to carryover no more than

forty (40) hours of Washington Paid Sick Leave into the following year, provided that any amount over the maximum will be maintained as general sick leave available for use under the terms of this Agreement.

21.05 Sick leave shall be applied for employee non-duty disabilities in coordination with the Teamster Plan A indicated in Article 23, Section 23.02. In no case shall the combined effect of sick leave and/or other benefits be applied so that compensation exceeds the employee's normal rate of pay.

21.06 Upon termination or retirement following five (5) continuous years of active employment in a permanent position with the Port, qualified employees shall be compensated for fifty percent (50%) of their unused sick leave (within the 960-hour limit) at the rate of pay at termination. The Port will first deduct from the Washington Paid Sick Leave hours of a qualified employee and then the remainder from the regular sick leave hours of the qualified employee, within the 960-hour limit, when compensating the employee fifty percent (50%) of their unused sick leave. Such accumulated sick leave payoff is payable to the employee's spouse or other designated beneficiary in the event of an employee's death.

21.07 Family Medical Leave. Family leave will be administered in accordance with current federal and state laws, and applicable Port policies.

21.08 The Port shall comply with the requirements of the Washington Paid Family and Medical Leave Act and shall have full discretion on meeting those requirements (e.g. Voluntary Plan), which shall not be subject to the grievance procedure or to any other provision of this Agreement or to negotiation by the Union. However, the Port agrees to provide to the Union advance notice of how the Port intends to comply, and when and if there are any changes.

Effective upon ratification between the parties and execution of the agreement, the Port will pay the employee portion of the premium associated with this provision.

Employees may use sick leave and/or vacation leave to supplement wages while using paid family medical leave.

21.09 Shared Leave: Employees shall be eligible to participate in the voluntary share leave program made available for Port employees through the HR-5 Leave Policy as follows:

The Port of Seattle Shared Leave Program is designed to allow employees to come to the aid of fellow Port employees who are suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which is not related to a Workers' Compensation claim and has caused, or is likely to cause, the employee to take leave without pay or terminate his or her employment. This includes the first six to eight weeks of maternity leave (up until the physician releases the mother to return to work). It may also include time off needed by the employee to care for a child, spouse or domestic partner, or parent who is suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition. "Severe" or "extraordinary" condition is defined as serious, extreme, chronic and/or life threatening.

Requests for Shared Leave will be generated by the employee or his or her work unit and management in consultation with Human Resources and Development. Shared Leave hours are given to address a specific medical condition for a specific employee. Shared Leave hours which have not been used for six months will be returned to the donors' accrued leave balances on a pro-rata basis unless Human Resources and Development management authorizes an extension to the six-month period. Shared Leave hours may not be "banked" or used for reasons other than the original cause for the donations. Shared Leave hours are not payable to an employee's estate and cannot be cashed out.

An employee may donate any amount of Paid Leave Time, provided the employee retains a minimum balance of two work weeks of accruals for his or her own use. However, it is not the intention of the Shared Leave program to allow employees who are terminating their employment with the Port to donate their unused leave upon their termination. Donations of leave are not tax-deductible for the donor.

Shared Leave will be paid at the recipient's own rate of base pay. For example, a recipient who earns \$20 per hour and receives four (4) hours of leave from a donor who earns \$15 per hour will be eligible to use the 4 hours of donated leave at \$20 per hour.

All Shared Leave must be given voluntarily. No employee shall be coerced, threatened, intimidated or financially induced into donating leave. It is not the intent of the Shared Leave program to allow employees who are terminating their employment with the Port to donate their unused leave upon their termination.

Employees will accrue leave hours on Shared Leave hours paid. Paid Shared Leave hours will be reported as taxable income on the recipient's Form W-2. Shared Leave must be recorded on time logs using the appropriate time reporting code. It is the responsibility of the recipient employee or the employee's designee to coordinate with the Benefits staff in Human Resources and Development to track the employee's available Shared Leave balance. Shared Leave is not subject to PERS or LEOFF contributions. PERS and LEOFF service credit for pension calculations will not accrue on Shared Leave hours. Contributions to the Pacific Coast Benefit Trust will be paid on shared leave hours used by the recipient as compensated hours per Article 19 (k).

ARTICLE 22 – LONG TERM DISABILITY

22.01 The Port shall provide employees with Long Term Disability Insurance on the first (1st) day of active employment following six (6) continuous months of regular employment. Subject to qualified disability an employee will receive sixty percent (60%) of covered monthly earnings less income from other specified sources. Benefits begin after an elimination period of forty-five (45) days for a non-occupational disability and one hundred eighty (180) days for an occupational disability. Benefits continue during qualified disability, but not past your sixty-fifth (65th) birthday or ADEA extension. The maximum benefit is three thousand five hundred dollars (\$3,500.00) with a three percent (3%) cost-of-living net benefit adjuster. The policy

contains a three to six (3-6) month preexisting condition limitation and certain exclusions and limitations for benefit payment.

This is a brief description of the Long Term Disability plan. Employees may refer to their Certificate of Insurance or to the group master policy for additional details and controlling coverage provisions.

22.02 Return To Work. If an employee becomes disabled as a result of duty-disability, the employee will have his/her job rights protected for two (2) years from the date of the disability provided the employee is released to return to work and can perform all the job requirements of a Communications Specialist.

In the event the employee is not able to perform the job requirements of a Police/Fire Communications Specialist, the Port will make a good faith effort to find other suitable jobs within the Port for which the employee is qualified. In no event will jobs be created or modified specifically for this purpose. This understanding is predicated on a good faith application by the Parties involved.

ARTICLE 23 – TEAMSTERS HEALTH AND WELFARE PROGRAMS

23.01 The Port agrees to provide and maintain the health and welfare benefits listed in Sections 23.02 and 23.05 for all active employees working under the jurisdiction of said Union for not less than eighty (80) hours employment in the previous month which includes all compensable time. In the event of a duty-disability covered under Article 22, the hours requirement shall not apply.

23.02 Effective January 1, 2022 (based on December 2021 hours), the Port agrees to provide and maintain the following benefits:

- (a) Medical - Contribute the sum of \$1,514.40 per month for benefits under the "PLAN A" (price includes an addition of \$18.00 for domestic partner coverage).
- (b) 9-Month Disability Waiver of Contribution Extension – Medical Contribution of \$11.40 per month.
- (c) Dental - Contribute the sum of \$122.70 per month for benefits under the "PLAN A" (price includes an addition of \$2.20 for domestic partner coverage.)
- (d) Vision - Contribute the sum of \$17.30 per month for continued benefits under the "EXTENDED BENEFITS" (price includes an addition of \$0.20 for domestic partner coverage.)

23.03 Maintenance of Plans. The Trustees may modify benefits or eligibility of any plan, listed above, for the purposes of cost containment, cost management, or changes in medical technology and treatment. If increases are necessary to maintain the current benefits or eligibility, or benefits or eligibility as may be modified by the Trustees during the life of this

Agreement, the Port shall pay such premium increases as determined by the Trustees, except for, effective January 1, 2018 the employees shall pay \$75.00 a month toward the cost of the plans.

Employees shall pay one hundred twenty- five dollars (\$125.00) a month toward the cost of the plan.

Effective January 1, 2024, employees shall pay one-hundred fifty dollars (\$150.00) a month toward the cost of the plan for the remainder of this agreement.

23.04 The Union may establish supplemental insurance programs for the employees under this Agreement. All of the premiums for such plans, if established, shall be paid for by the employees covered. If the Port is to process payroll deductions from employees to pay the insurance carrier on the employees' behalf, the Plan shall be subject to approval by the Port in regard to the responsibility of ongoing administration and related details.

23.05 Retiree's Welfare Trust. The port shall contribute the following for continued benefits under the "RWT Plus XL" plan:

Effective January 1, 2021 \$175

The Port shall continue to reduce each member of the Bargaining Units' monthly wage to offset the monthly RWT-Plus XL Plan premium such that the Port pays the same amount that it contributed when bargaining unit members were enrolled in the "RWT Plus" plan—forty-seven dollars and forty-three cents (\$47.43)—per month toward the monthly premium of each member enrolled in the Teamsters Retiree Welfare Trust Plus XL plan. The balance of the monthly premium rate will be paid by members of the bargaining group through monthly payroll deduction. The Port will be absolved and indemnified by Local 117 from any liability associated with the Teamsters Retiree Welfare Trust plan.

ARTICLE 24 – PERFORMANCE OF DUTY, STRIKES, AND LOCKOUTS

24.01 Nothing in this Agreement shall be construed to give an employee the right to strike, and no employee shall strike or refuse to perform assigned duties to the best of his/her ability. The Union agrees that it will not condone or cause any strike, slowdown, mass sick call, or any other form of work stoppage or interference with the normal operation of the Police Department or of the Port.

24.02 The Port agrees that there shall be no lockouts.

24.03 The conditions stated in Sections 24.01 and 24.02 of this Article shall remain in effect with or without a signed Labor Agreement.

24.04 If a Party is alleged to have violated this Article, the Parties agree to submit the alleged violation to this Article to expedited binding arbitration.

ARTICLE 25 – SAVINGS CLAUSE

If any Article of this Agreement or any Appendix hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Appendix should be restrained by such tribunal, the remainder of this Agreement and Appendices shall not be affected thereby, and the Parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article.

ARTICLE 26 – ENTIRE AGREEMENT

26.01 The Agreement expressed herein in writing constitutes the entire agreement between the Parties and no oral statement shall add to or supersede any of its provisions.

26.02 The Parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement.

ARTICLE 27 – APPENDICES AND MEMORANDUMS OF AGREEMENT INCORPORATED INTO AGREEMENT

By reference herein, the Memorandums of Agreement and Appendices listed below are hereby made part of this Agreement and do not require individual Employer-Union signature.

- (1) Appendix A – Pay Rates
- (2) Appendix B – Drug Testing/Substance Tests
- (3) Memorandum of Agreement – Retro Pay

ARTICLE 28 – GRIEVANCE PROCEDURE

28.01 Grievance Defined. Any dispute regarding the interpretation or application of this Agreement shall be regarded as a grievance and shall be subject to the terms of this grievance procedure.

28.02 Time Limits. All grievances shall be presented within twenty (20) days of the occurrence or the date the employee actually knew or reasonably should have known of the occurrence, whichever is later. This time limit and the other time limits set forth in this Article may be extended by mutual agreement of the Employer and the Union. All references to time in this Article shall be to calendar days.

28.03 Election of Forum. An employee electing to pursue a matter through the Civil Service System may not also pursue to arbitration a grievance through the grievance procedure. Any complaint that a matter constitutes a violation of Article 7 of this Agreement may not be pursued to grievance arbitration if the matter has been challenged in any other administrative or judicial forum.

28.04 Informal Resolution. The Parties acknowledge that every effort should be made by the employee(s) and the supervisor(s) to resolve issues prior to initiating grievance procedures.

28.05 Employer Grievances. Port grievances will be initiated at Step 2.

28.06 By mutual agreement, the Parties may agree to waive any step in the grievance procedure.

28.07 Grievance Procedure.

STEP 1

The affected employee shall present the grievance in writing to the Communications Manager. A Shop Steward or Business Representative may present the grievance on the employee's behalf. Either Party may request to convene a meeting to discuss the grievance within ten (10) days of the filing of the grievance. If the Parties are unable to arrive at a satisfactory settlement, the Communications Manager (or designee) will issue a written response to the employee, with a copy to the Union's Business Representative and, if requested by the grievant, the Shop Steward. The response shall be issued no later than ten (10) days after the date the grievance was initially filed or the date of the grievance meeting, if a grievance meeting occurred. The Union may refer the grievance to Step 2 within ten (10) days of receipt of the Communication Manager's response, or the date the response was due.

STEP 2

Initiation of Step 2. The Union's Business Representative shall present the grievance in writing to the Chief of Police (or designee) or the Port will present the grievance in writing to the Union's Business Representative. The written grievance shall contain a statement of the relevant facts, the section(s) of the Agreement allegedly violated, and the remedy that is sought.

Class Grievances. With respect to issues affecting more than one (1) bargaining unit employee, the Union may elect to file a grievance at Step 2 without the need for the individual employee(s) to file the grievance at Step 1. The twenty (20) day time limit referenced in Section 28.02, as well as the other requirements of this Article, shall be applicable to such filing.

Step 2 Meeting. Within fourteen (14) days after the initiation of Step 2, the Union's Business Representative and the Chief of Police (or designee) shall meet to discuss possible resolution of the grievance. If the Parties are unable to arrive at a satisfactory settlement, the responding Party will issue a written response to the grieving Party within ten (10) days of the meeting. The grieving Party may refer the grievance to Step 3 within ten (10) days of receipt of the response or the date the response was due.

STEP 3

Initiation of Step 3. The Union shall notify the Chief of Police and the Port's Labor Relations Representative or the Port shall notify the Union's Business Representative, in writing, of its desire to move the matter to a Board of Adjustment.

Board of Adjustment. The Parties shall schedule a Board of Adjustment hearing which shall be heard no later than twenty (20) days after the initiation of Step 3. The purpose of the hearing is to evaluate all known facts relating to the grievance in order to determine an appropriate resolution. The Port's Labor Relations Representative, the Chief of Police (or designee), and two (2) Union Representatives shall be present, and both sides shall have an opportunity to present all information that they have relating to the grievance. If a resolution is reached, the Parties will document the agreement in writing. If the Parties are unable to arrive at a settlement, the grieving Party may refer the matter to Step 4 within ten (10) days following the Board of Adjustment hearing.

STEP 4 – ARBITRATION

Initiation of Step 4. The Union or the Port initiates Step 4 by filing a written request with the other Party, specifying the issue to be arbitrated.

Selecting an Arbitrator. The Port and the Union mutually agree that either Party to this Agreement may apply to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) persons who are qualified and available to serve as arbitrators for the dispute involved. The Parties agree to equally split any costs associated with obtaining a list of arbitrators from FMCS. Within ten (10) days of receipt of the FMCS list, the Parties will jointly select an arbitrator from the list by alternately striking one (1) arbitrator on the list until the final remaining arbitrator is selected as the arbitrator for the particular hearing. The Parties shall determine first initiative through a coin flip.

The Hearing. The hearing on the grievance shall be informal and the rules of evidence shall not apply. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented; and shall confine his/her decision solely to the interpretation, application, or enforcement of this Agreement. The arbitrator shall confine himself/herself to the precise issue(s) submitted to him/her for arbitration, and shall not have the authority to determine any other issue(s) not so submitted to him/her. The decision of the arbitrator shall be final and binding upon the aggrieved employee, the Union, and the Port. The fees and expenses of the arbitrator shall be equally split between the Parties; otherwise, each Party shall pay its own fees, expenses, and costs, including attorney fees, witness compensation, and transcript requests.

ARTICLE 29 – CONFERENCE BOARD

29.01 There shall be a Department Conference Board consisting of up to three (3) employees named by the Union and up to three (3) representatives of the Department named by the Chief. The Chief, or his/her representative, shall sit as one (1) of the three (3) employer representatives to the maximum extent practicable, but any of the up to six (6) members may

be replaced with an alternate from time to time. The Parties may mutually agree to bring in additional persons with expertise in the matters being discussed.

29.02 The Conference Board shall meet at the request of the Union or the Port, and shall consider and discuss matters of mutual concern pertaining to the improvement of the Department and the safety and welfare of the employees. These matters may include issues of development, committee membership, testing, et cetera.

29.03 The purpose of the Conference Board is to deal with matters of general concern to members of the Department, as opposed to individual complaints of employees; provided, however, it is understood that the Conference Board shall function in a communications and consultative capacity to the Chief of Police. Accordingly, the Conference Board will not discuss grievances properly the subject of the grievance procedure, except to the extent that such discussion may be useful in suggesting improved Departmental policies. Either the Union representatives or the Port representatives may initiate discussion of any subject of a general nature affecting the operations of the Department or its employees.

29.04 An agenda describing the issue(s) to be discussed shall be prepared by the initiating Party and distributed at least three (3) days in advance of each meeting, and minutes may be kept and made available to members. Nothing in this Section shall be construed to limit, restrict, or reduce the management prerogatives outlined in this Agreement.

29.05 The Conference Board shall provide an answer to those issues/questions brought before it within a mutually agreed upon time.

ARTICLE 30 – PERSONNEL FILE - PUBLIC RECORDS REQUEST

The Port will comply with RCW 42.56.250(12) and provide notice when information contained in a member of the bargaining unit's personnel, supervisor, and/or training file is subject to a public records request.

ARTICLE 31 – RE-EMPLOYMENT RIGHTS AFTER VOLUNTARY TERMINATION OF EMPLOYMENT

An employee who was not on probation and was in good standing at the time of voluntary separation from the Department may apply for re-employment to the Department, subject to the following conditions:

- (a) Must apply for re-employment within one (1) year from the date of separation from the Department; and

- (b) The application request must be for the classification(s) which the employee held at the time of voluntary separation. An opening for that classification does not have to exist at the time of request, but if no opening for the position occurs within the one (1) year period, then this offer is void and any pending requests will become ineligible. An employee who reinstates under this provision shall retain longevity accrued at the time of separation; however, the returning employee shall be placed on the bottom of the seniority roster; and:
- (c) The Department may require any investigation it deems necessary before the application is approved for reinstatement. At the discretion of the Chief of Police, a background investigation, polygraph examination, and medical examination may be conducted for the period of absence during the first ninety (90) days. After ninety (90) days, the background investigation, polygraph examination, and a medical examination will be mandatory. A drug screen test will be administered regardless of the time away from the department.

ARTICLE 32 – SENIORITY

32.01 As provided within this Agreement, vacation scheduling, assignment to open positions on the work schedule, and overtime assignments, shall be controlled by classification seniority with the senior person having preference.

32.02 Probationary Period. Employees shall be subject to a one (1) year probationary period following such date of hire or appointment to the bargaining unit position. The probationary period may be extended at the discretion of the Chief if the probationary employee has been absent due to bona fide illness or other legitimate reason. Employees that are separated from employment before the completion of their one (1) year probationary period shall not be subject to recall rights as outlined in Article 10 of this Agreement.

32.03 Acquisition of Seniority. A new employee will attain seniority after one (1) year from date of hire or appointment to the bargaining unit position. After completion of their probationary period, the employee's seniority date shall be the date of hire or appointment to the bargaining unit position. Prior to the acquisition of seniority, an employee shall be on probationary status.

32.04 Test Scores/Coin Flip. When two (2) or more employees have the same seniority date, it is agreed that the pre-employment test scores will determine who is the senior employee for all provisions of this Agreement. When two (2) or more employees have the same test scores, it is agreed that a flip of the coin will determine who is the senior employee for all provisions of this Agreement. The coin flip would be made on the date after the employees have achieved seniority as provided in paragraph 31.03.

32.05 Loss of Seniority. Seniority shall be broken for the following reasons:

- (a) Justifiable discharge;
- (b) Voluntary quit;

- (c) Retirement;
- (d) Layoffs of twelve (12) months or more;
- (e) Absence from work because of a non-occupational illness or injury of twelve (12) months or more;
- (f) Absence because of an occupational illness or injury of twenty-four (24) months or more;
- (g) Failure to return from approved leave of absence;
- (h) Transfer to another position in the Port of Seattle which is outside this bargaining unit, if such transfer extends for a period in excess of ninety (90) calendar days.

32.06 Time Limit Extension. The time limits specified in Section (e), (f), and (g) may be extended by mutual agreement between the Employer and the Union.

32.07 Seniority List. A list of employees arranged in the order of their seniority shall be posted in a conspicuous location at their place of employment and a copy shall be sent to the Union on an annual basis or as requested by the Union.

32.08 Lateral Entry Communications Specialists. All issues related to seniority will be based upon the lateral's hire date within the Port of Seattle Police Department. He or she shall not be credited any time towards seniority for either prior dispatch experience or past Port of Seattle employment.

ARTICLE 33 – JOB SHARE

The Parties agree to reasonably meet to discuss job share agreements for employees, however, in no event, shall the Port be obligated to create job share agreements.

ARTICLE 34 – TERM OF AGREEMENT: JANUARY 1, 2022 THROUGH DECEMBER 31, 2024

34.01 Wage rate effective dates shall be as provided for in Appendix A.

34.02 All other conditions shall be effective on the date the Agreement is signed and executed, or as otherwise identified in this Agreement. All provisions of this Agreement shall extend from effective date through December 31, 2021. The Agreement may be opened by either Party giving notice in writing not later than sixty (60) days prior to the expiration date.

34.03 It is agreed and understood the Parties will commence negotiations for a new Agreement by July 1st of the expiring year. This is intended to allow adequate time to negotiate in an effort to reach agreement prior to the Agreement's expiration.

PORT OF SEATTLE

**TEAMSTERS LOCAL UNION
NO. 117/IBT**

STEPHEN P. METRUCK
Executive Officer

JOHN SCEARCY
Secretary-Treasurer

Date

Date

APPENDIX A

PAY RATES

I. PAY SCHEDULES

(A) Effective as listed below, base hourly wage rates will be as follows:

<u>Classifications</u>	<u>TENURE SINCE DATE OF HIRE</u>	<u>Effective 1/1/2022 8% COLA</u>
Communications Specialist	After 60 Months	\$ 40.90
	After 36 Months	\$ 40.14
	After 30 Months	\$ 39.16
	After 18 Months	\$ 36.62
	After 6 Months	\$ 34.25
	Starting Rate	\$ 31.96

(B) The wage scales shall be adjusted by applying the Cost-of-Living Adjustments (COLA), including the entry step, as follows:

- (1) Effective January 1, 2022, base hourly wage rates will be increased by eight percent (8%).
- (2) Effective January 1, 2023, base hourly wage rates will be increased by an amount equal to one hundred percent (100%) of the Seattle/Tacoma/Bellevue CPI-U (All Urban Consumers), October 2021 to October 2022, with a zero percent (0%) minimum and a six percent (6%) maximum. Members of the bargaining group will also receive a two and one tenth of a percent (2.1%) increase above COLA.
- (3) Effective January 1, 2024, base hourly wage rates will be increased by an amount equal to one hundred percent (100%) of the Seattle/Tacoma/Bellevue CPI-U (All Urban Consumers), October 2022 to October 2023, with a zero percent (0%) minimum and a six percent (6%) maximum. Members of the bargaining group will also receive a one percent (1.0%) increase above COLA.

(C) Those employees designated to perform the duties of Relief Supervisor or Trainer, shall receive a ten percent (10%) premium above their straight time hourly wage rate, plus any applicable differentials to which the employee is otherwise entitled, for all hours during such assignment.

(D) The Parties acknowledge that the base hourly wage rates listed in this Appendix already include a five and eight-tenths percent (5.8%) premium for working varying shifts.

- (E) All base hourly wages shall be rounded to the nearest whole cent.

II. DIFFERENTIALS AND OTHER PAY CONSIDERATIONS

- (A) Longevity Premium. Effective January 1, 2018, base hourly pay for all classifications shall be increased by the following longevity premium schedule, based upon date of hire or appointment into the Police/Fire Communications Specialists' bargaining unit:
- (1) 2% Longevity Premium. From the start of the sixty-first (61st) full month to and including the one hundred twentieth (120th) full month of continuous employment, permanent employees shall be paid a longevity premium of two percent (2%).
 - (2) 3% Longevity Premium. From the start of the one hundred twenty-first (121st) full month to and including the one hundred eightieth (180th) full month of continuous employment, permanent employees shall be paid a longevity premium of three percent (3%).
 - (3) 4% Longevity Premium. From the start of the one hundred eighty-first (181st) full month to and including the two hundred fortieth (240th) full month of continuous employment, permanent employees shall be paid a longevity premium of four percent (4%).
 - (4) 5% Longevity Premium. From the start of the two hundred forty-first (241st) full month to and including the three hundredth (300th) full month of continuous employment, permanent employees shall be paid a longevity premium of five percent (5%).
 - (5) 6% Longevity Premium. From the start of the three hundred first (301st) full month and beyond of continuous employment, permanent employees shall be paid a longevity premium of six percent (6%).
- (B) Educational Incentive. Base pay for Communications Specialists with six (6) months service shall be increased by the following educational incentive schedule.
- | <u>Percent of "A" Rate</u> | <u>Degree</u> |
|----------------------------|-------------------------------------|
| 2% | Associate of Arts Degree |
| 4% | Bachelor's Degree |
| 6% | Advanced Degrees (e.g. MA, MBA, JD) |
- (C) Out-of-Classification Pay. In the event an employee is required to assume duties and responsibilities out of his/her classification, he/she will be paid the first pay

step of the next higher classification to commence immediately upon assumption of said duties, provided the assignment is for one-half (1/2) shift or more. Longevity credits shall not be applied when the highest classification falls outside of the bargaining unit.

- (D) Standby. The Port agrees to minimize standby time and to compensate employees placed on off-duty standby status at fifty percent (50%) of straight-time rate of pay. Standby time shall be authorized by the Chief or his/her designee. Beginning and ending times for the standby period shall be established and communicated to the employee prior to placement on standby. If an employee is called back to work, the off-duty premium shall cease, and thereafter normal overtime rules shall apply.
- (E) Call Back. In the event that short notice overtime (less than five (5) days' notice given), which has been specifically authorized by supervisory or command personnel, is not an extension at the beginning or end of a normal shift, the employee shall be paid for a minimum of four (4) hours at the overtime rate for the employee's classification or for the actual hours worked at the overtime rate if in excess of four (4) hours.

The call back minimum of four (4) hours overtime shall not apply when the overtime is approved at the request of the employee, even with less than five (5) days' notice.

However, in the event that overtime occurs telephonically, which has been specifically authorized by supervisory or command personnel, and is not an extension at the beginning or end of a normal shift, the employee shall be paid for a minimum of two (2) hours at the overtime rate for the employee's classification or for the actual hours worked at the overtime rate if in excess of two (2) hours.

- (F) Court Appearances. For a Communication Specialist's service as a subpoenaed witness on a job related case. Before or after his/her regularly scheduled workday, an off-duty employee shall be compensated for three (3) hours at the time and one-half (1½) rate, or for the actual time spent for each court appearance at the time and one-half (1½) rate, whichever is greater. To verify time in excess of three (3) hours spent in court, an employee shall submit to the Port a time slip signed by an official of the court.

Exceptions to the above are:

- When a court appearance commences on an employee's scheduled shift and extends after shift completion, the employee shall be compensated at the overtime rate only for the actual time in court after his/her regular shift, plus thirty (30) minutes travel time at the overtime rate.

- An employee shall receive a minimum of four (4) hours pay at the overtime rate when required to appear in court on his/her regularly scheduled day off.
- Employees who are called in for court while on their vacation shall be placed on regular, straight-time, pay status and compensated for a full day's pay. In addition, they shall have the vacation day restored which was lost due to said appearance.

III. PAY PERIODS. No deductions shall be made from pay checks without the written consent of the employee, except as provided by federal, state, or municipal law. As a condition of continued employment, all employees are required to participate in the Port's direct deposit program for payroll purposes. The Port agrees that if there is a payroll error resulting in an employee being owed one hundred dollars (\$100.00) or greater in gross straight-time pay, the Port shall make payment to the employee in the form of a separate check given to the employee within two (2) regular work days. If there is a payroll error resulting in an employee being owed less than one hundred dollars (\$100.00) in gross straight-time pay, or if there is a payroll error resulting in an employee being owed any amount of overtime, the Port will include the pay correction on the employee's next regular pay check.

IV. LATERAL ENTRY EMPLOYEES: At the Port's discretion, lateral entry employees may receive compensation based on the relationship between their verifiable years of public safety communications experience, i.e., police, fire, emergency medical dispatch, and/or call receiving, utilizing the "TENURE SINCE DATE OF HIRE" column of Appendix A (A1) of the current Collective Bargaining Agreement.

APPENDIX B
DRUG TESTING
SUBSTANCE TESTS

PREAMBLE

While abuse of alcohol and drugs among our members is the exception rather than the rule, the Teamsters Local 117 Police/Fire Communications Specialists Negotiating Committee shares the concern expressed by many over the growth of substance abuse in American society.

The drug testing procedure, agreed to by labor/management, incorporates state-of-the-art employee protections during specimen collection and laboratory testing to protect the innocent.

In order to eliminate the safety risks which result from alcohol or drugs, the Parties have agreed to the following procedures.

As referred to herein, employee shall mean entry level probationary employee.

- (A) Illicit substance or drug abuse by members of the Department is unacceptable and censurable conduct worthy of strong administrative action.
- (B) Preconditions to Drug Testing: Before any entry level probationary employee may be tested for drugs, the Port must meet the following prerequisites.
 - (1) Entry level probationary employees in the bargaining unit must be clearly informed of what drugs or substances are prohibited by the Port.
 - (2) The Port must provide in-service training containing an educational program aimed at heightening the awareness of drug and alcohol related problems.
 - (3) The Port and the Union shall jointly select the laboratory or laboratories which will perform the testing.
- (C) The Department shall also have the discretion to order any entry level probationary sworn employee to submit to a blood, breath, or urine test for the purposes of determining the presence of a narcotic, drug, or alcohol a minimum of two (2) times during such employee's entry level probationary period. These tests will be conducted in the following manner:
 - (1) Tests will be administered to each entry level probationary employee a minimum of two (2) times, at various intervals, during the probationary period.

- (2) Entry level probationary employees shall only be tested while on duty.
- (3) The providing of a urine sample will be done in private.
- (4) Obtaining of urine samples shall be conducted in a professional and dignified manner.
- (5) A portion of urine samples shall be preserved to permit the following:
 - (a) Positive samples shall be tested a GC/MX test.
 - (b) A third test for positive samples shall be conducted if requested by the employee, at Port expense, by a reputable laboratory of mutual choice.

The exercise of this discretion by the Department shall be deemed a term and condition of such employee's period of entry level probation, and need not be supported by any showing of cause.

If any employee is ordered to submit to these tests involuntarily, the evidence obtained shall be used for administrative purposes only.

- (D) Testing Mechanisms: The following testing mechanisms shall be used for any drug tests performed on entry level probationary members of the Department:
- (1) It is recognized that the Employer has the right to request the laboratory personnel administering a urine test to take such steps as checking the color and temperature of the urine samples to detect tampering or substitution, provided that the employee's right of privacy is guaranteed, and in no circumstances may observation take place while the employee is producing the urine sample. If it is established that the employee's specimen has been intentionally tampered with or substituted by the employee, the employee is subject to discipline as if the sample tested positive. In order to deter adulteration of the urine sample during the collection process, physiologic determinations such a creatinine and/or chloride measurements may be performed by the laboratory.
 - (2) The Parties recognize that the key to chain of possession integrity is the immediate labeling and initialing of the sample in the presence of the tested employee. If each container is received at the laboratory in an undamaged condition with properly sealed, labeled and initialed specimens, as certified by the laboratory, the Employer may take disciplinary action based upon properly obtained laboratory results.

- (3) Any screening test shall be performed using the enzyme immunoassay, (EMIT) method.
 - (4) Any positive results on the initial screening test shall be confirmed through the use of the high-performance thin-layer chromatography (HPTLC), gas chromatography (GC) and gas chromatography/mass spectrometry (GC/MS). If at any time there exists a test with a higher rate of reliability than the GC/MS test, and if such test is reasonably accessible at a reasonable cost, such test shall be used in place of the GC/MS test if requested by the Union.
 - (5) All samples which test negative on either the initial test or the GC/MS confirmation test shall be reported only as negative. Only samples which test positive on both the initial test and the GC/MS confirmation test shall be reported as positive.
 - (6) In reporting a positive test result, the laboratory shall state the specific substance(s) for which the test is positive and shall provide the quantitative results of both the screening and the GC/MS confirmation tests, in terms of nanograms per milliliter. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate.
- (E) Procedures to be used when the sample is given: The following procedures shall be used whenever an employee is requested to give a blood or urine sample. Normally, the sample will be taken at the laboratory. If taken at another location, transportation procedures as identified shall be followed. All sample taking will be done under laboratory conditions and standards as provided by the selected laboratory:
- (1) Prior to testing, or if incapacitated as soon as possible afterwards, the employee will be required to list all drugs currently being used by the employee on a form to be supplied by the Port. The Employer may require the employee to provide evidence that a prescription medication has been lawfully prescribed by a physician. If an employee is taking a prescription or non-prescription medication in the appropriate described manner and has noted such use, as provided above, he/she will not be disciplined. Medications prescribed for another individual, not the employee, shall be considered to be illegally used and subject the employee to discipline.
 - (2) When a blood test is required, the blood sample shall be taken promptly with as little delay as possible. Immediately after the samples are drawn, the individual test tubes shall, in the presence of the employee, be sealed, labeled and then initialed by the employee. The employee has an obligation to identify each sample and initial same. If the sample is taken at a location other than the testing laboratory, it shall be placed in a transportation container after being drawn. The sample shall be sealed in

the employee's presence and the employee given an opportunity to initial or sign the container. The container shall be stored in a secure and refrigerated atmosphere, and shall be delivered to the laboratory that day or the soonest normal business day by the fastest available method.

- (3) In testing blood samples, the testing laboratory will analyze blood/serum by using gas chromatography/mass spectrometry as appropriate. Where Schedule I and II drugs in blood are detected, the laboratory is to report a positive test based on a forensically acceptable positive quantum of proof. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate.
- (4) When a urine sample will be given by the employee, the employee shall be entitled, upon request, to give the sample in privacy. In most cases, this process will take place at laboratory. The sample container shall remain in full view of the employee until transferred to, and sealed and initialed in the two (2) tamper resistant containers and transportation pouch.
- (5) Immediately after the sample has been given, it will be divided into two (2) equal parts. Each of the two (2) portions of the sample will be separately sealed, labeled. If the sample is taken at a location other than the laboratory, it shall be stored in a secure and refrigerated atmosphere. One of the samples will then be delivered to a testing laboratory that day or the soonest normal business day by the fastest available method.
- (6) The sample will first be tested using the screening procedure set forth in Section (D) (3) of this Appendix. If the sample tests are positive for any prohibited drug, the confirmatory test specified in Section (D) (4) of the Appendix will be employed.
- (7) If the confirmatory test is positive for the presence of an illegal drug, the employee will be notified of the positive results within twenty-four (24) hours after the Port learns of the results, and will be provided with copies of all documents pertinent to the test sent to or from the Port by the laboratory. The employee will then have the option of submitting the untested sample to a laboratory of mutual choice, at the Port's expense.
- (8) Each step in the collecting and processing of the urine samples shall be documented to establish procedural integrity and a chain of evidence. All samples deemed "positive" by the laboratory, according to the prescribed guidelines, must be retained, for identification purposes, at the laboratory for a period of six (6) months.

(F) Consequences of positive test results:

- (1) An employee who tests positive shall have the right to challenge the accuracy of the test results before any disciplinary procedures are invoked as specified in Section (E) (7) and the Departmental Grievance Procedure.
- (2) Consistent with the conditions of the Appendix, the Employer may take disciplinary action based on the test results as follows:

Confirmed positive test - Employee is subject to discharge.

(G) Employee rights:

- (1) The employee shall have the right to a Union representative during any part of the drug testing process.
- (2) If at any point the results of the testing procedures specified in the Appendix are negative, all further testing shall be discontinued. The employee will be provided a copy of the results, and all other copies of the results (including the original) shall be destroyed within twenty-four (24) hours after the test results have been received by the Employer. All positive test results will be kept confidential, and will be available only to the Chief, one (1) designated representative of the Chief, and the employee.
- (3) Any employee who tests positive shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the equipment used in the testing process, the qualifications of the laboratory personnel, the chain of custody of the specimen, and the accuracy rate of the laboratory.

MEMORANDUM OF AGREEMENT

By and Between

PORT OF SEATTLE

And

TEAMSTERS LOCAL UNION NO.117

Affiliated With The

International Brotherhood of Teamsters

REPRESENTING POLICE/FIRE COMMUNICATIONS SPECIALISTS

Re: Retroactive Payment

The Port of Seattle shall make payment of any retroactive pay owed, to either current or past members of the Bargaining Unit, within forty-five (45) days of the signing of the current Collective Bargaining Agreement.

RETURN TO AGENDA

**COMMISSION
AGENDA MEMORANDUM**

Item No. 81

ACTION ITEM

Date of Meeting December 13, 2022

DATE: November 29, 2022

TO: Stephen P. Metruck, Executive Director

FROM: Mikel O'Brien, Senior Director of Labor Relations
Matthew Bullock, Labor Relations Manager

SUBJECT: **New Memorandum of Understanding between the Port of Seattle and the Seattle Building and Construction Trades Council and its Affiliated Union; the Iron Workers District Council of the Pacific Northwest, Local Union No. 86**

Total Port Cost Increase for the Duration of the Agreement: \$3,640.00

ACTION REQUESTED

Request Commission authorization for the Executive Director to execute a new Memorandum of Understanding (MOU) between the Seattle Building and Construction Trades Council and its Affiliated Union, representing Iron Workers at Port Construction Services (PCS) covering the period from December 1, 2022, through December 31, 2023.

EXECUTIVE SUMMARY

Good faith bargaining between the Seattle Building and Construction Trades Council and its Affiliated Union, and the Port of Seattle resulted in a fair collective bargaining agreement consistent with Port's priorities.

There are currently one (1) Iron Worker employed at the Port who regularly work for PCS. Laborers are generally involved in field fabrication and/or erection of structural, ornamental and reinforcing steel work.

Prior to this agreement, Local 86 represented Iron Workers working at PCS were not covered by a Collective Bargaining Agreement between the Port of Seattle and the Iron Workers District Council of the Pacific Northwest, Local Union No. 86. Wages, health coverage, and pension, unless otherwise modified by the terms of the agreement, are paid in accordance with the terms negotiated between the Iron Workers, Local Union No. 86 and the Northwest Iron Workers Employers Association, Inc.

This MOU is for thirteen months covering the period from December 1, 2022, through December 31, 2023. The estimated total additional cost for wages and benefit increases over the term is \$3,640.00.

Meeting Date: November 29, 2022

The cost is based on an annual wage and benefit increases of an estimated 4% each year of the CBA¹ and with the assumption of similar hours worked by each of the two current employees. The cost also consists of the additional costs associated with an annual safety shoe stipend for each employee.

JUSTIFICATION

RCW Chapter 41.56 requires the Port of Seattle to collectively bargaining wages, hours and conditions of employment with the exclusive bargaining representative designated by the employees.

DETAILS

Term of the Agreement

December 1, 2022, through December 31, 2023.

FINANCIAL IMPLICATIONS

Wages

Classification	Current Rate	6/1/2023 Base Hourly Rate (*\$1.75 estimated increase)
Iron Worker	\$49.90	\$51.65*

Health and Welfare

The Port currently contributes \$9.09 per hour worked to the Iron Worker Health and Welfare on behalf of each employee.

Pension

The Port currently contributes \$11.00 per hour worked to the Laborer Pension Trust fund on behalf of each employee.

Notable Items in the new CBA

- Bi-weekly pay and direct deposit

¹ Wage rate, health insurance contributions, pension contributions, apprenticeship contributions all subject to the terms of the agreement between the Northwest Iron Workers Employers Association, Inc. and Local 86; current figures only negotiated between those parties until 5/31/2024.

Meeting Date: November 29, 2022

- Grievance procedure
- Paid Parental Leave language
- Education and development opportunities
- Commuter trip Reduction language
- Annual safety shoe stipend

Laborer

Cost Impact \$	Year 1
Pay	\$3,640
Benefits	TBD
Total	\$3,640

The estimated total cost to the Port of Seattle for the duration of the contract is **\$3,640.00**.

ATTACHMENTS TO THIS REQUEST

(1) Memorandum of Understanding

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

None

MEMORANDUM OF UNDERSTANDING

Between the
PORT OF SEATTLE
and the
SEATTLE BUILDING AND
CONSTRUCTION TRADES COUNCIL
and AFFILIATED LOCAL 86 IRON WORKERS
MAINTENANCE AGREEMENT ADDENDUM

The Port of Seattle (“Port”) and the Seattle Building and Construction Trades Council and Affiliated Local 86 Iron Workers (“Union”) agree to the following:

Whereas the Port and the Union are Parties to a Maintenance Agreement Addendum (MAA) covering Regular Employees, Apprentices, and Emergency Employees, in both the Marine Maintenance and Aviation Maintenance Departments in effect through December 31, 2023;

Whereas through Port Construction Services (PCS) the Port manages construction projects and other work as assigned with the use of its’ own forces and/or private contractors, primarily for use on jobs within Small Works;

Whereas when PCS determines to use its’ own forces on construction projects and other work as assigned, PCS hires through Iron Workers Local 86;

Whereas PCS currently does not employ Regular Employees as defined in the MAA;

The Port and the Union agree that the following MAA provisions shall apply to the PCS employees as follows;

Beginning upon execution:

1. Article 5. Definition of Employee: Shall apply to PCS employees to include the following definition:
 - E. Port Construction Services (PCS) Regular Employee: PCS Regular Employees shall mean those employees who have been hired by Port PCS in accordance with the Port's required posting and selection procedures.
 - F. Port Construction Services (PCS) Emergency Hire Employee: PCS Employees shall mean those employees who have been hired by Port PCS to meet the temporary and/or fluctuating needs of PCS. Such employees are hired without the necessary posting requirements to qualify them as a Regular Employee.
2. Article 7. Terms and Conditions, shall be amended to read as follows:

Meeting date: December 13, 2022

PCS Regular Employees shall be compensated, on an hourly basis, to all regular journey level employees an hourly rate equal to 88% of the construction rates as defined by the labor agreements between the Unions and their construction contractors. Benefits, provided in the Maintenance Addendum shall be extended to the PCS Regular Employees, unless modified by this MOU:

Holidays;
Floater Holidays;
Paid Time Off;
Sick Leave;
Paid medical leaves;
Deferred Compensation.
Paid Parental Leave;
Paid Family Leave;
Flexible Spending Account;
Bereavement leave and;
Safety shoe stipend;
And other benefits provided through Port Policies for Maintenance Employees, including but not limited to jury duty

PCS Emergency Hire employees hired by the Port shall be compensated at the construction rate with current fringe benefits as provided for in respective area construction agreements. This is in lieu of holidays, paid time off, bereavement leave and safety shoe stipend.

All new PCS employees, excluding PCS emergency employees, shall be subject to a one hundred and eighty (180) calendar day probationary period commencing with their first compensated day of regular employment. Employees hired into regular positions who have served in emergency hire status in six (6) months of the last eighteen months shall be considered to have served their probationary period.

PCS iron worker employees who have been performing on-going work and who have exceeded 180 calendar days will convert to PCS Regular Employee positions. Therefore, the Port of Seattle and the Seattle Building Trades agree that the iron worker positions represented by the Seattle Building Trades and Affiliated Unions, will be converted as follows:

- The vacation accrual rate for PCS employees who become PCS Regular Employees shall be based on their initial date of hire at the Port unless they have had more than a six (6) month or longer break in service. In such case, the accrual

Meeting date: December 13, 2022

rate will be based on the date of their return to work at the Port after the six month or longer break in service.

- The Port shall provide PCS iron workers converted to PCS Regular Employees a one-time Five Hundred Dollars (\$500.00) lump sum payment to be paid the first full pay period following execution of this Agreement.
 - PCS iron workers converted to PCS Regular Employees will be eligible for the 2022 Christmas holiday, One (1) Floating holiday, and 2023 New Year's holiday.
 - This is a one-time agreement that will apply to all PCS iron workers positions converted to PCS Regular Employees.
3. Article 12. Shop Stewards, shall extend to PCS employees to include that the Union has the right to appoint one (1) PCS employee as a shop steward per craft.
4. Article 13. Fringe Benefits, items A., B., C., and D.
5. Article 26. Bi-weekly Pay, PCS employees pay shall be distributed on a biweekly basis consistent with the payroll procedures for non-represented employees effective December 23, 2022. As a condition of employment, all employees are required to participate in the Port's direct deposit program for payroll purposes.

This Memorandum of Understanding is effective upon signing and shall expire when incorporated into a successor Collective Bargaining Agreement between the Parties, extended by mutual agreement or on December 31, 2023, whichever is sooner. Any dispute regarding the terms of this MOU or the terms and conditions of employment of employees covered by this MOU shall be resolved via the dispute resolution procedure in Article 21 of the Maintenance Addendum. Any items not addressed by this MOU shall be governed by the terms and conditions of the appropriate uptown outside agreements.

FOR THE SEATTLE/KING COUNTY BUILDING & CONSTRUCTION TRADES COUNCIL
AND ITS AFFILIATED UNIONS:

By

Monty Anderson, Executive Secretary,
Seattle Building and Construction Trades Council

Date: _____

By _____

Chris McClain, Business Manager

Date: _____

no. 8l_attach

Meeting date: December 13, 2022

Iron Workers Local Union, Local No. 86

FOR THE PORT OF SEATTLE:

By

Stephen P. Metruck
Executive Director

Date: _____

RETURN TO AGENDA

**COMMISSION
AGENDA MEMORANDUM**

Item No. 8n

ACTION ITEM

Date of Meeting December 13, 2022

DATE : December 13, 2022

TO: Stephen P. Metruck, Executive Director

FROM: Tiffany Sevilla, Workforce Development Program Manager and Data Analyst

SUBJECT: Memorandum of Agreement with King County for FUSE Corps Fellowship

Amount of this request: \$26,667

Total estimated project cost: \$146,667

ACTION REQUESTED

Request Commission authorization for the Executive Director to sign a Memorandum of Agreement (MOA) with King County, substantially in the form attached with minor changes to be approved by legal counsel. The MOA will allow the Port to collaborate with King County on advancing a regional green jobs agenda as supported by one (1) 12-month FUSE Corps Executive Fellow, with an optional two additional years.

EXECUTIVE SUMMARY

The Port of Seattle, pursuant to RCW 54.08.245, declared in Resolution No. 3776 a commitment to the identification of opportunities for the Port to promote an inclusive green economy through innovative workforce training and career pathways that further advance opportunities for port-related activities to advance the region's sustainability and climate change resilience.

King County, the City of Seattle, and the Port of Seattle will partner with FUSE Corps to develop a strategic plan for regional public-private collaboration to foster alignment between all three entities' green job promotion goals and strategies. The FUSE Corps fellow will also create a funding plan to access federal, state and local resource networks to execute the strategy and launch a platform for regional green employment stakeholders to collectively advance their agenda. This work will ensure the region's transition from a community that is vulnerable to climate change to one that is climate resilient and that centers inclusive, climate-positive employment in a low-carbon economy.

JUSTIFICATION

The Port of Seattle's workforce development policy directive per Commission Resolution No. 3776 states that the Port shall "Foster partnership with community-based organizations,

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educational institutions, labor, industry stakeholders, and government agencies to maximize the workforce development impact of the Port of Seattle.” The proposed project for advancing the regional green jobs agenda and aligning strategies from key public organizations will create a platform for such collaboration, allowing the Port to leverage its impact. Through the FUSE Corps Executive Fellowship program, the Port and its regional partners will benefit from the work of an experienced, mid-career professional who can meet the partners mutual needs.

Diversity in Contracting

FUSE’s vision is “A country free from the social and economic barriers to opportunities that have been perpetuated by a history of systemic and institutionalized racism.” FUSE Executive Fellows are closely connected to the communities that their project will serve, and each cohort is a “majority-minority group.” The Port will participate in interviews of fellowship candidates to ensure there are questions about diversity, equity, and inclusion.

DETAILS

FUSE Corps is a national nonprofit working to expand social and economic opportunities, particularly for communities that have been limited by a history of systemic and institutionalized racism. FUSE partners with local governments and communities to more effectively address pressing challenges by placing experienced professionals within city and county agencies. These FUSE Executive Fellows lead strategic projects designed to advance racial equity and accelerate systems change. Since 2012, FUSE has led over 250 projects in 40 governments across 20 states, impacting the lives of 25 million people.

When designing each fellowship project, FUSE works closely with government partners and local stakeholders to define a scope of work that will achieve substantive progress toward regional priorities. FUSE then conducts an individualized search for each project to ensure that the selected candidate has at least 15 years of professional experience, the required competencies for the role, and deep connections to the communities being served. They are data-driven and results-oriented and able to effectively manage complex projects by developing actionable roadmaps and monitoring progress to completion.

Executive Fellows are hired as FUSE employees and embedded in government agencies for at least one year of full-time work. Throughout their fellowships, they receive training, coaching, and professional support from FUSE to help achieve their project goals. FUSE Executive Fellows bring diverse perspectives and new approaches to their projects. They build strong relationships with diverse arrays of stakeholders, foster alignment within and across various layers of government, and build partnerships between governments and communities.

Scope of Work**Conduct a Stakeholder Listening Tour**

Starting in February 2023, the FUSE Executive Fellow will cultivate relationships with a range of green employment stakeholders including multiple governments (e.g., King County, the City of

Meeting Date: December 13, 2022

Seattle, Port of Seattle, and local tribal governments), community-based organizations (e.g., workforce development councils, environmental justice organizations), and the private sector. The Executive Fellow will gain an understanding of the strengths, opportunities, gaps, and constraints shaping stakeholders' ability to create green jobs, green existing jobs, and facilitate frontline and BIPOC communities' access to green careers. The FUSE Executive Fellow will also conduct extensive research on best practices and promising approaches to promoting green career growth in cities, rural areas, and tribal nations that are comparable to King County, Washington's diverse composition of communities.

Create a Strategic Plan

Next, the Executive Fellow will work with King County government stakeholders (with an emphasis on Human Resources, Executive Services, Local Services, Metro, and DNRP), City of Seattle government stakeholders (with an emphasis on Office of Economic Development, Office of Sustainability & Environment, Seattle City Light, Seattle Public Utilities, and the Department of Facilities and Administrative Services), and Port of Seattle government stakeholders (with an emphasis on the Office of Equity, Diversity, and Inclusion and the Office of Engineering, Environment and Sustainability) to develop a strategic plan to promote green jobs and equitable green career access regionally, through both internally to King County government and in external policies, programs, and platforms to promote regional green jobs agenda. This agenda should align with the City of Seattle's Green New Deal programming and the Port of Seattle's green jobs initiatives to ensure a joint strategy. The strategic plan should identify and fill gaps and opportunities in King County's regional green jobs ecosystem and should not replicate or compete with external partners. Based on the details of the strategic plan and existing funding streams, the Executive Fellow will also develop a funding plan to fill staff and financial resource gaps.

Launch Collective Action Platform

Finally, the Executive Fellow will design and launch a collective action platform where regional governments (including county, city, port, and tribal representatives), community-based organizations, and the private sector can work together to advance the regional green employment agenda. This platform should include knowledge and opportunity sharing, program and policy co-creation, and a practical approach to racial equity within the green jobs space. Participants will center green jobs that provide living wages for middle skill workers as well as eliminating barriers for BIPOC and frontline communities in accessing green skills and careers.

KEY STAKEHOLDERS

- **Project Supervisor** – **Michael Carter**, *Green Jobs Program Manager*; Department of Natural Resources and Parks
- **Project Stakeholder** – Tiffany Sevilla, *Program Manager & Data Analyst (Maritime & Green Jobs Workforce Development)*, *The Port of Seattle*
- **Project Stakeholder** – Vin Valentino, *Green Economy Advisor*, *City of Seattle, Office of Economic Development*

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Schedule

The fellowship will begin in February of 2023 and last for 12 months.

Activity

Commission authorization	2022 Quarter 4
Fellowship start date	2023 Quarter 1

Cost Breakdown

	This Request	Total Project
2023-2024 Fellowship	\$26,667	\$26,667
Total	\$26,667	\$26,667

ALTERNATIVES AND IMPLICATIONS CONSIDERED

Alternative 1 – Engage a Port of Seattle graduate intern to execute the project.

Cost Implications: Cost would be higher, approximately \$52,000 at a rate of \$25/hour for one year of full time work.

Pros:

- (1) Builds on a robust internship program.
- (2) Introduces environmental issues to a person at the start of their professional career.

Cons:

- (1) Interns are less experienced than a mid-career Fellow and would not provide the same value.

This is not the recommended alternative.

Alternative 2 – Engage a full-time staff position to undertake the work.

Cost Implications: Cost would be substantially higher at \$175,000 per position.

Pros:

- (1) Hiring full-time employee is an investment which develops long-term internal competency and provides the Port with more consistency over time.

Cons:

- (1) Cost of a full-time employee is substantially higher.
- (2) Hiring an additional FTE requires a longer lead time and investment of resources.
- (3) The FUSE Corps fellowship exposes many individuals to public service opportunities, whereas this alternative does not.

This is not the recommended alternative.

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Alternative 3 – Collaborate with King County to engage a FUSE Corps fellow to execute the work.

Cost Implications: The cost is split between the Port of Seattle and other regional stakeholders, so the cost to the Port is just \$26,667.

Pros:

- (1) Port benefits from a highly experienced mid-career professional coming from a leadership role in the private or social sector who would be better equipped to coordinate with regional stakeholders and employers.
- (2) Collaboration with regional partners allows the Port to leverage its impact and innovation for workforce development leadership.

Cons:

- (1) The fellowship is a short-term opportunity (1 year with an optional second year), and thus the Port can only access the fellow for a one-year period.

This is the recommended alternative.

FINANCIAL IMPLICATIONS

Hiring an FTE to undertake similar work would cost up to \$175,000 plus the administrative time related to the hiring process. The FUSE Corps Executive Fellowship program offers an exceptional value to the Port related to expertise and contributions to the Workforce Development Program.

Cost Estimate/Authorization Summary

	Capital	Expense	Total
COST ESTIMATE			
Original estimate	\$0	\$0	\$0
AUTHORIZATION			
Previous authorizations	0	0	0
Current request for authorization	0	\$26,667	\$146,667
Total authorizations, including this request	0	0	\$146,667
Remaining amount to be authorized	\$0	\$0	\$120,000

Annual Budget Status and Source of Funds

Funds are available in the approved 2022 expense budget. This position will be funded from Workforce Development's annual expense budget. Budget requests will be included in the annual expense budget requests moving forward.

Future Revenues and Expenses (Total cost of ownership)

In future years, the Port may wish to continue to work with a FUSE Corps Executive Fellow for collaboration with regional public partners. The flat fee annually for a Fellow is \$180,000. For the current proposed project, a discount of \$100,000 has been applied due to a grant that FUSE

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Corps has for climate change-related projects. Thus the cost to the three stakeholders is a total of \$80,000. If in years 2 and 3 of a potential continuation of this project the stakeholders are responsible for \$180,000 annually and that cost is divided evenly among the three stakeholders, the Port's not-to-exceed agreed upon cost the additional two years would be \$120,000 total.

ATTACHMENTS TO THIS REQUEST

- (1) Draft Memorandum of Agreement
- (2) Project description
- (3) Presentation

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

None

Memorandum of Agreement

Item No. 8n_attach_1
Meeting Date: December 13, 2022

Between the Port of Seattle and King County

Relating to the FUSE Corps Executive Fellowship

This Agreement is made and entered into by King County ("King County"), and the Port of Seattle ("Port"), municipal corporations of the State of Washington, individually a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, Chapter 39.34 RCW authorizes government entities to contract to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform;

WHEREAS, the Port and King County have mutual interests in equitable green jobs workforce development;

WHEREAS, King County has a contract with FUSE Corps which is a national nonprofit working to expand social and economic opportunities, particularly for communities that have been limited by a history of systemic and institutionalized racism and partners with local governments and communities to more effectively address pressing challenges by placing experienced professionals within city and county agencies;

WHEREAS, the Port, pursuant to RCW 53.08.245, declares that port-related workforce development provides a substantial public benefit consistent with the port commission's economic development goals;

WHEREAS, under the Port's Century Agenda, the Port has committed to advance regional workforce development in port-related industries to provide equitable access to quality careers;

WHEREAS, the Port desires to contribute one third of the proposed cost of a FUSE Corps Fellow ("Fellow") for one year, with King County and the City of Seattle providing the remainder of the funding; and

WHEREAS, the Parties desire to have the option to extend the agreement for up to three years if a suitable candidate for a Fellow can be identified in future years.

NOW, THEREFORE, the Parties agree as follows:

TERMS AND CONDITIONS

1. **Port of Seattle.** The Port of Seattle shall:

- a) Transmit 50% of the fellow's cost in a one-time lump-sum payment to King County within sixty (60) days execution of this contract, and the remaining 50% within sixty (60) days after at the completion of the fellowship term; and
- b) Provide guidance from staff to the FUSE Corps fellow to develop a strategic plan for the next

two years; foster alignment of green job strategies between the Port, King County and the City of Seattle; create a funding plan to execute the strategy; and launch a platform for regional green employment stakeholders to collectively advance their agenda.

2. **King County.** King County shall:
 - a) Hire and administer fellowship stipend payments and manage and distribute professional development funds.
 - b) Be available to the Port and the Fellow for consultation on fellowship progress when needed.
 - c) Provide access to office space, equipment, training, and other items needed to perform assigned work.
 - d) Ensure that Fuse Corps provides supervision and evaluation of the Fellow.
 - e) Refund the Port a pro-rated portion of the \$26,667 payment if a Fellow chooses to terminate their employment with King County prior to the 11th month of the fellowship.
3. **Budget.** King County will provide one Fellow at a rate of \$26,667 for the first year, and funding will be provided by the Port. If the Agreement is extended in accordance with Sections 4 and 9 below by written notice, the funding will be provided in the same way for future years, with half paid in a lump sum payment within sixty (60) days after the first day of the new year, and the other half paid in a lump sum payment within sixty (60) days after the completion of the term.
4. **Option Years.** If Parties agree on a suitable Fellow for future years, the Port can extend the agreement for up to two (2) years by providing written notice in accordance with Section 11 below. Such written notice will describe the projects and initiatives for the year, as well as the lump sums to be paid by the Port, which shall be one third of the proposed cost of the Fellow, with King County and the City of Seattle providing the remainder of the funding. The total not to exceed amount to be paid by the Port under this Agreement shall be \$146,667.
5. **Property.** Upon termination of this Agreement, each Party will retain ownership of any real or personal property acquired in its own name prior to execution of this Agreement.
6. **Additional Services:** The Parties can negotiate additional and non-standard services. These services must be agreed to in writing prior to implementation.
7. **Termination of Agreement:** Either Party may terminate this Agreement upon thirty days written notice to the other Party. King County shall refund the Port a pro-rated portion of any payment if the Agreement is terminated prior to completion of the 11th month of a one-year period.
8. **Dispute Resolution:** Any disputes or questions of interpretation of this Agreement that may arise between the Port and King County shall be governed under these Dispute Resolution provisions. The Port and King County agree that cooperation and communication are essential to resolving issues

efficiently. If disputes about the implementation of this Agreement arise, the designated contact persons for the Port and King County shall meet to discuss the issues and attempt to resolve the dispute in a timely manner. If the designated contact persons are unable to resolve the dispute, then the Parties may pursue any legal remedies. At all times prior to resolution of the dispute, the Parties shall continue to perform and make any required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute.

9. **Term of Agreement:** The initial term of this Agreement shall begin on February 1, 2023, and end on January 30, 2024. The Agreement may be extended up to two (2) additional years if written notice is provided in accordance with Sections 4 and 11 of this Agreement.
10. **Indemnification:** To the maximum extent allowed by law, the Parties shall protect, defend, indemnify, and save harmless each other, their officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, judgments, penalties, and/or awards of damages, arising out of or in any way resulting from the Parties' own negligent acts or omissions in connection with performance of activities under the terms of this Agreement. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 Revised Code of Washington (RCW). In the event that a Party incurs any judgment, award, and/or cost arising there from, including attorneys' fees, to enforce the provisions of this Article, all such fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's culpability. This indemnification shall survive the termination of this Agreement.
11. **Notification:** Any notice required or permitted to be given pursuant to this Agreement shall be in writing, and shall be sent by U.S. Mail and by email (with telephonic confirmation), to the following addresses unless otherwise indicated by the Parties to this Agreement:

For King County:

Michael Carter

Department of Natural
Resources and Parks
King Street Center
201 S Jackson St Rm 5700
Seattle, WA 98104-3855

For the Port of Seattle:

Tiffany Sevilla

Program Manager and Data Analyst, Workforce Development
Port of Seattle
2711 Alaska Way
Seattle, WA 98121

12. **Amendment:** Either Party may request changes to the provisions contained in this Agreement. Any change to this Agreement must be mutually agreed to by both Parties, in writing and executed with the same formalities as the original Agreement.
13. **Applicable Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
14. **Jurisdiction and Venue:** The King County Superior Court in Seattle, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.
15. **Severability:** If any court determines that any provision of this Agreement is invalid or unenforceable to any extent, the remainder of the Agreement shall not be affected thereby and each other term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.
16. **Waiver of Default:** Waiver of any default by either Party shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of any default or breach shall be interpreted or construed to constitute a modification of the terms of this Agreement, unless so stated in writing and signed by both Parties.
17. **Entire Agreement:** This Agreement and the Exhibits attached hereto, and by this reference incorporated herein, set forth the entire Agreement of King County and the Port, and there are no other agreements or understandings, oral or written, between King County and the Port concerning this Agreement.
18. **Mutual Negotiation:** The Parties agree that the terms and provisions of this Agreement have been negotiated, that the Agreement shall be deemed to be mutually negotiated and mutually drafted by both Parties, and the language in the Agreement and Exhibits shall, in all respects, be construed according to its fair meaning and not strictly for or against either Party.
19. **Legal Obligations.** This Agreement does not relieve either Party of any obligation or responsibility imposed upon it by law. No third-party beneficiaries are intended to be created by this Agreement and no third party, by law or equity, may enforce this Agreement against the Port or King County, their officers or elected officials, or any person.
20. **Counterparts:** The Parties may execute this Agreement in counterparts, which, taken together, constitute the entire Agreement.

EXECUTED BY THE UNDERSIGNED PARTIES effective as of the date last below written and posted pursuant to Chapter 39.34 RCW:

Port of Seattle:

Signature _____

Printed Name Stephen P. Metruck

Title Executive Director

Date _____

King County:

Signature _____

Printed Name Maurin (Mo) McBroom

Title Deputy Department Director, Department of
Natural Resources and Parks

Date _____

Approved as to form

Attorney for King County

Date

ADVANCING THE REGIONAL GREEN JOBS AGENDA
Department of Natural Resources and Parks
King County, WA

In 2019, King County, Washington passed a green jobs ordinance. Promoting green job growth, the greening of existing jobs, and equitable access to green career pathways are key components of the county's Strategic Climate Action Plan. The FUSE Executive Fellow will support county officials in setting and advancing the regional green jobs agenda and facilitating public-private partnerships and regional collective action to achieve green employment goals.

ABOUT THE FUSE EXECUTIVE FELLOWSHIP

FUSE Corps is a national nonprofit working to expand social and economic opportunities, particularly for communities that have been limited by a history of systemic and institutionalized racism. FUSE partners with local governments and communities to more effectively address pressing challenges by placing experienced professionals within city and county agencies. These FUSE Executive Fellows lead strategic projects designed to advance racial equity and accelerate systems change. Since 2012, FUSE has led over 250 projects in 40 governments across 20 states, impacting the lives of 25 million people.

When designing each fellowship project, FUSE works closely with government partners and local stakeholders to define a scope of work that will achieve substantive progress toward regional priorities. FUSE then conducts an individualized search for each project to ensure that the selected candidate has at least 15 years of professional experience, the required competencies for the role, and deep connections to the communities being served. They are data-driven and results-oriented and able to effectively manage complex projects by developing actionable roadmaps and monitoring progress to completion.

Executive Fellows are hired as FUSE employees and embedded in government agencies for at least one year of full-time work. Throughout their fellowships, they receive training, coaching, and professional support from FUSE to help achieve their project goals. FUSE Executive Fellows bring diverse perspectives and new approaches to their projects. They build strong relationships with diverse arrays of stakeholders, foster alignment within and across various layers of government, and build partnerships between governments and communities.

PROJECT CONTEXT

According to King County Washington's [2019 Green Jobs Ordinance](#), jobs focused on energy efficiency pay more than the national median wage, but women and BIPOC communities are frequently excluded from these employment opportunities. As the county implements its [Strategic Climate Action Plan](#) (SCAP), climate justice and equity for BIPOC and frontline communities form a cornerstone of the approach.

As part of the King County climate justice framework, the [Department of Natural Resources and Parks](#) (DNRP) implements the county's green jobs initiatives. The green jobs program team aims to foster climate-focused careers both within and outside of government. For example, they work with King County Human Resources, [Executive Services](#), [Local Services](#), and [Metro](#) to identify green career pathways in government, educate members of frontline communities on how to identify and apply for green career opportunities, and make these roles more accessible to BIPOC individuals. They also adopt a public-private partnership approach to promote green investment, build skills, and foster sustainable economic opportunity. Throughout these approaches, the green jobs team centers the needs of Black and indigenous residents and job seekers, especially those who fall in the "Middle Skill" category (i.e., completed high school but did not complete college). Run on a biennial strategy cycle, the green jobs team is thinking through the next iteration of the strategy.

The City of Seattle’s [Green New Deal resolution](#) and [executive order](#) directs all City departments to work together with the [Green New Deal Oversight Board](#), the [Environmental Justice Committee](#), and other key stakeholders to advance our shared goals.

This bold leap towards a climate pollution-free city aims to create jobs and advance an equitable transition from fossil fuels to renewable energy by prioritizing investments in communities historically most harmed by economic, racial, and environmental injustices.

The Port of Seattle, pursuant to RCW 54.08.245, declared in Resolution No. 3776 a commitment to the identification of opportunities for the Port to promote an inclusive green economy through innovative workforce training and career pathways that further advance opportunities for port-related activities to advance the region’s sustainability and climate change resilience.

King County, the City of Seattle, and the Port of Seattle will partner with FUSE Corps to develop a strategic plan for the next two years, foster alignment between all three entities’ green job strategies, create a funding plan to execute the strategy, and launch a platform for regional green employment stakeholders to collectively advance their agenda. This work will ensure the region’s transition from a community that is vulnerable to climate change to one that is climate resilient and that centers inclusive, climate-positive employment in a low-carbon economy.

PROJECT SUMMARY & POTENTIAL DELIVERABLES

The following provides a general overview of the proposed fellowship project. This project summary and the potential deliverables will be collaboratively revisited by the host agency, the fellow, and FUSE staff during the first few months of the fellowship.

Starting in February 2023, the FUSE Executive Fellow will cultivate relationships with a range of green employment stakeholders including multiple governments (e.g., King County, the City of Seattle, Port of Seattle, and local tribal governments), community-based organizations (e.g., workforce development councils, environmental justice organizations), and the private sector. The Executive Fellow will gain an understanding of the strengths, opportunities, gaps, and constraints shaping stakeholders’ ability to create green jobs, green existing jobs, and facilitate frontline and BIPOC communities’ access to green careers. The FUSE Executive Fellow will also conduct extensive research on best practices and promising approaches to promoting green career growth in cities, rural areas, and tribal nations that are comparable to King County, Washington’s diverse composition of communities.

Next, the Executive Fellow will work with King County government stakeholders (with an emphasis on Human Resources, Executive Services, Local Services, Metro, and DNRP), City of Seattle government stakeholders (with an emphasis on Office of Economic Development, Office of Sustainability & Environment, Seattle City Light, Seattle Public Utilities, and the Department of Facilities and Administrative Services), and Port of Seattle government stakeholders (with an emphasis on the Office of Equity, Diversity, and Inclusion and the Office of Engineering, Environment and Sustainability) to develop a strategic plan to promote green jobs and equitable green career access regionally, through both internally to King County government and in external policies, programs, and platforms to promote regional green jobs agenda. This agenda should align with the City of Seattle’s Green New Deal programming and the Port of Seattle’s green jobs initiatives to ensure a joint strategy. The strategic plan should identify and fill gaps and opportunities in King County’s regional green jobs ecosystem and should not replicate or compete with external partners. Based on the details of the strategic plan and existing funding streams, the Executive Fellow will also develop a funding plan to fill staff and financial resource gaps.

Finally, the Executive Fellow will design and launch a collective action platform where regional governments (including county, city, port, and tribal representatives), community-based organizations, and the private sector can work together to advance the regional green employment agenda. This platform should include knowledge

and opportunity sharing, program and policy co-creation, and a practical approach to racial equity within the green jobs space. Participants will center green jobs that provide living wages for middle skill workers as well as eliminating barriers for BIPOC and frontline communities in accessing green skills and careers.

KEY STAKEHOLDERS

- **Project Supervisor** – Michael Carter, *Green Jobs Program Manager*; Department of Natural Resources and Parks
- **Project Stakeholder** – Tiffany Sevilla, *Program Manager & Data Analyst (Maritime & Green Jobs Workforce Development)*, The Port of Seattle
- **Project Stakeholder** – Vin Valentino, *Green Economy Advisor*, City of Seattle, Office of Economic Development
- **Project Executive Sponsor**: Mo McBroom, *Deputy Director*, DNRP

QUALIFICATIONS

In addition to the qualifications listed below, a background in **green workforce development, environmental justice, and public-private partnership development** is strongly preferred for this project.

- Synthesizes complex information into clear and concise recommendations and action-oriented implementation plans.
- Develops and effectively implements both strategic and operational project management plans.
- Generates innovative, data-driven, and result-oriented solutions to difficult challenges.
- Responds quickly to changing ideas, responsibilities, expectations, trends, strategies and other processes.
- Communicates effectively both verbally and in writing, and excels in both active listening and conversing.
- Fosters collaboration across multiple constituencies in order to support more effective decision making.
- Establishes and maintains strong relationships with a diverse array of stakeholders, both inside and outside of government, and particularly including community-based relationships.
- Embraces differing viewpoints and implements strategies to find common ground.
- Demonstrates confidence and professional diplomacy, while effectively interacting with individuals at all levels of various organizations.

FUSE Corps is an equal opportunity employer with core values of diversity, equity, and inclusion. We encourage candidates from all backgrounds to apply for this position.

FUSE Corps Executive Fellowship

Memorandum of Agreement with King County

December 13, 2022

Request

- Authorize Executive Director to sign a 3-year Memorandum of Agreement with King County
- Funding authorized in 2022-23 expense budget (\$26,667)
- Subsequent years cost may increase to \$60,000 per year
- Fellow is a FUSE Corps employee embedded within King County Department of Natural Resources and Parks for 12 months
- Start date February 2023

FUSE Corps Executive Fellow Program

- FUSE increases the capacity of local governments to engage communities, advance racial equity, and work more effectively for everyone.
- FUSE Executive Fellows are:
 - Mid-career professionals with at least 15-years of experience.
 - Coming from leadership roles in the private and social sectors.
 - Closely connected to the communities that their project will serve.
 - Racially diverse, with each cohort being a majority-minority group.
 - Passionate about a career shift into the public sector and service.
 - Representative of an alumni community in which 59% remain in civic leadership roles after the conclusion of their fellowships.

Scope of Work

- **Conduct a Stakeholder Listening Tour** — cultivate relationships with a range of green employment stakeholders... gain an understanding of the strengths, opportunities, gaps, and constraints shaping stakeholders' ability to create green jobs, green existing jobs, and facilitate frontline and BIPOC communities' access to green careers
- **Develop a Strategic Plan** — develop a strategic plan to promote green jobs* and equitable green career access regionally... The strategic plan should identify and fill gaps and opportunities in King County's regional green jobs ecosystem and should not replicate or compete with external partners
- **Launch Collective Action Platform** — design and launch a collective action platform where regional governments (including county, city, port, and tribal representatives), community-based organizations, and the private sector can work together to advance the regional green employment agenda. This platform should include knowledge and opportunity sharing, program and policy co-creation, and a practical approach to racial equity within the green jobs space. Participants will center green jobs that provide living wages for middle skill workers as well as eliminating barriers for BIPOC and frontline communities in accessing green skills and careers.



[RETURN TO AGENDA](#)



AGENDA MEMORANDUM

ACTION ITEM

Item No.

80

Date of Meeting:

December 13, 2022

DATE: January 27, 2022

TO: Stephen P. Metruck, Executive Director

FROM: Dave Soike, Chief Operating Officer

SUBJECT: Request for Authorization for Aircraft Gate and Baggage Conveyor Safety Improvements, and Extension of Staff Coverage through 2023 (CIPs - #C800583, C800781, C800836)

Amount of this request: \$10 Million

Total estimated project cost: \$996,645,000

ACTION REQUESTED

Request Authorization for the Executive Director to Design, Bid, and Construct International Arrivals Facility (IAF) Aircraft Gate and Baggage Conveyor Safety Access Improvements utilizing external and port crews; and extend staff coverage as necessary through 2023. The estimated cost is \$10 million. This increases the program authorization by one percent from \$986,645,000 to \$996,645,000.

EXECUTIVE SUMMARY

The IAF construction work has not been completed by the milestone dates set forth in the contract, and some of the work has not been completed correctly. The project was anticipated to be complete in early June 2020 and now is expected to reach contractual substantial completion in Q1 2023 and full completion at approximately mid-year.

Several of the new gate positions do not accommodate wide-body aircraft, which was a requirement of the contract, so the Port needs to make adjustments to certain gate appurtenances such as jet-bridges, fire and fuel hydrants, bollards, stairways, etc. in order to mitigate our damages and increase SEA's ability to accommodate mixes of larger aircraft due to current gating needs. For safety reasons, staff propose to add catwalks over busy drive lanes and alongside certain difficult-to-access ceiling-hung catwalk sections. Additionally, the Port IAF project team did not anticipate working into 2023 to assist in completing the project. This request provides necessary construction inspectors, resident engineers, construction managers, project managers, engineering specialty consultants, security personnel, operational personnel, etc. to manage work around aircraft gates, monitor and review contractor submittals, perform quality checks, and manage the program.

JUSTIFICATION

This authorization is necessary to (a) mitigate the Port's damages due to the contractor's non-conforming work; (b) bring the finished work closer to the contractual expectations of service size and safety; and (c) ensure continued port staff coverage while the prime design-builder completes their work.

Meeting Date: December 13, 2022

FINANCIAL IMPLICATIONS

Cost Estimate/Authorization Summary	Capital	Expense	Total
COST ESTIMATE			
Cost estimate on September 15, 2018	\$955,445,000	\$13,000,000	\$968,445,000
January 2021 approval – staff extension	\$18,200,000	\$0	\$18,200,000
Current Change	\$10,000,000	\$0	\$10,000,000
Revised estimate	\$983,645,000	\$13,000,000	\$996,645,000

AUTHORIZATION			
Previous authorizations	\$973,645,000	\$13,000,000	\$986,645,000
Current request for authorization	\$10,000,000	\$0	\$10,000,000
Total authorizations, including this request	\$983,645,000	\$13,000,000	\$996,645,000

This program cost includes the following categories:

Description	CIP #	Cost
International Arrivals Facility - Capital	C800583	\$959,645,000
International Arrivals Facility - Expense	N/A	\$13,000,000
SSAT Narrow Body Gates - Capital	C800781	\$5,500,000
Outbound Baggage - Capital	C800836	\$18,500,000
Total		\$996,645,000

ATTACHMENTS TO THIS REQUEST

None

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

1. January 12, 2021 – The Commission authorized an \$18.2M to extend the Port project team for 13 months supporting project delays.
2. October 13, 2020 – IAF Progress
January 28, 2020 – IAF Briefing
3. June 25, 2019 – Progress Briefing
4. February 26, 2019 – Progress Briefing
5. September 25, 2018 - Authorized a Guaranteed Maximum Price (GMP)
6. September 11, 2018 – The Commission received a comprehensive briefing regarding the program and Guaranteed Maximum Price negotiated with the design-builder.
7. March 27, 2018 – The Commission was briefed on IAF progress.
8. November 14, 2017 – The Commission was briefed on 3rd quarter 2017 progress.
9. August 15, 2017 – The Commission authorized the balance of IAF funding in a joint request with the NSAT project.
10. March 28, 2017 - The Commission authorized additional IAF funding.
11. October 11, 2016 – The Commission authorized IAF to add balance of Phase 2 for

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- accelerated execution.
12. September 27, 2016 – The Commission was briefed on IAF reconsidering phasing and project update.
 13. September 13, 2016 – The Commission authorized IAF FAA reimbursement agreement.
 14. July 12, 2016 – The Commission authorized IAF to add Phase 2 scope to meet continuing rapid growth.
 15. June 28, 2016 – The Commission was briefed on two additional international aircraft gates at IAF to meet continuing rapid growth briefing.
 16. May 17, 2016 – The Commission was briefed on Plan of Finance update. April 26, 2016 – The Commission was briefed on IAF 1Q2016 update.
 17. February 9, 2016 - The Commission was briefed on IAF 4Q2015 update.
 18. December 8, 2015 – IAF Guaranteed Maximum Price (GMP) Development Period authorization (presented in combination with NSAT authorization request).
 19. November 10, 2015 – The Commission was briefed on IAF update.
 20. August 11, 2015 – The Commission lead a special meeting, roundtable with airline representatives.
 21. July 28, 2015 – The Commission lead an IAF forum. July 14, 2015 – The Commission lead an IAF forum.
 22. June 23, 2015 – The Commission authorized execution of the IAF Design-Build Contract. May 26, 2015 – The Commission approved IAF preliminary funding plan motion.
 23. April 28, 2015 – The Commission authorized a service agreement for Commissioning Services. April 28, 2015 – The Commission authorized execution of a lease agreement with SEATAC VENTURES 2010 LLC for IAF program management office space near Sea-Tac International Airport. February 24, 2015 – The Commission authorized a service agreement for IAF consultant program leader.
 24. January 27, 2015 – The Commission was briefed on IAF funding plan.
 25. January 27, 2015 – The Commission approved IAF request for proposals advertisement. January 13, 2015 – The Commission was briefed on IAF update.
 26. December 2, 2014 – The Commission was briefed on IAF scope and budget update. October 28, 2014 – The Commission was briefed on IAF 3Q2014 update.
 27. August 19, 2014 – The Commission was briefed on IAF 2Q2014 update.
 28. August 5, 2014 – The Commission authorized IAF request for qualifications advertisement. July 22, 2014 – The Commission was briefed on IAF progress.
 29. June 10, 2014 – The Commission was briefed on IAF 1Q2014 update. May 6, 2014 – The Commission was briefed on IAF project delivery.
 30. April 22, 2014 – The Commission was briefed on capital program. March 11, 2014 – The Commission authorized IAF master planning. February 25, 2014 – The Commission was briefed on IAF program.
 31. November 19, 2013 – The Commission authorized IAF construction management, testing and inspection; surveying and locating and safety service agreements.
 32. July 23, 2013 – The Commission authorized IAF project and program support; and price factor design-build methodology.
 33. July 9, 2013 – The Commission was briefed on IAF.
 34. July 9, 2013 – The Commission was briefed on alternative public works contracting. April 9, 2013 – The Commission was briefed on IAF.

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35. June 26, 2012 – The Commission was briefed on airport terminal development challenges at Seattle-Tacoma International Airport.
36. June 14, 2011 – The Commission was briefed on international air service growth and future facility.

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37. February 2, 2010 – The Commission was briefed on South Satellite passenger growth and facility considerations, Delta’s proposed airline lounge and other possible future aviation projects.

RETURN TO AGENDA

**COMMISSION
AGENDA MEMORANDUM**

Item No. 10a

ACTION ITEM

Date of Meeting December 13, 2022

DATE : November 20, 2022

TO: Stephen P. Metruck, Executive Director

FROM: Aaron, Pritchard, Commission Chief of Staff

SUBJECT: Introduction of Resolution No. 3811: A Resolution Increasing the Rate of Per Diem Allowance to Port of Seattle Commissioners, as Provided for by Washington State Statute RCW 53.12.060(3)

Amount of this request: N/A

Total estimated project cost: N/A

ACTION REQUESTED

Request Commission Introduction of Resolution No. 3811: A Resolution Increasing the Rate of Per Diem Allowance to Port of Seattle Commissioners, as Provided for by Washington State Statute RCW 53.12.060(3).

EXECUTIVE SUMMARY

The proposed Resolution enables Port of Seattle Commissioners to increase the number of days Commissioners may receive per diem and to increase the per diem rate to that set by Washington State. This is an increase in the per diem allowance Port of Seattle Commissioners can earn from \$128 a day and a maximum of \$15,360 per year to \$185 a day and a maximum of \$37,925 per year, for a total potential increase of up to \$22,565.

JUSTIFICATION

Additional oversight and community engagement by commissioners is needed in order to align the Port with the region's needs and values associated with the growing demands of the region's aviation and maritime gateways.

As candidates for Port Commission become more diverse and have more responsibilities to family and non-Port-related work, it is necessary to recognize that the part-time commissioner position can be a significant burden for those who are not in retirement or independently wealthy. This per diem rate increase is intended to encourage candidates from more diverse backgrounds, while recognizing that the position has grown into a greater-than-part-time position.

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In 2013 (Resolution 3678) the Commission linked commissioner salary and pay raises to the Washington State Legislature to establish a base salary and to keep pace with inflation. However, the rate of the per diem was not linked to legislators per diem allotment. As the workload for commissioners has increased over the past decade, the per diem allowance has not been sufficient to cover the number of days commissioners conduct Port-related work. Most Commissioners exhaust their current per diem allowance by August, approximately two-thirds of the way through the year.

The Washington Citizens' Commission on Salaries for Elected Officials (WCCSEO) sets the salaries for state elected officials. According to the WCCSEO website, "State law requires that (the WCCSEO) base the salaries of the elected officials on realistic standards in order to pay them according to the duties of their office and to attract citizens of the highest quality to public service."

The Commission's action is authorized by RCW 53.12.060(3) and cannot not take effect for any individual or Commissioner until that person is elected or re-elected.

DETAILS

The nature of the Port of Seattle Commissioner position has changed over the last decade. Specifically, the amount of time and number of days commissioners are expected to execute the duties of the position have significantly increased. Since the passage of resolution 3678 in 2013, the addition of the Northwest Seaport Alliance to their responsibilities has increased the number of public meetings, committee meetings, and related briefings by roughly 50%. Similarly, commissioners are expected to meet with more constituents and stakeholders, prepare for more meetings, and create more written content than their predecessors.

According to the National Conference of State Legislators, Washington's legislators' per diem is \$185 per day and it is tied to 89% of the federal per diem rate. Aligning commissioners' per diem rate to state allowances will increase the daily rate from \$128 to \$185. This action would also raise the number of days that a commissioner can earn a per diem from 120 days per year to 205 per year. The combination of the extension of days a commissioner can earn per diem along with the increase in per diem rate results in the potential additional compensation of \$22,565 to what commissioners can currently earn.

Commissioners commonly have multiple meetings that they are expected to attend during at least three days a week and often as many as five. Article II of the state constitution provides that legislators receive compensation "for each day's attendance during the session" and RCW 44.04.120 provides that members may receive an allowance, "in lieu of per diem or any other payment, for a day or major portion thereof in which he or she is engaged in legislative business..." This is how the commissioner per diem operates. Thus, commissioners will not

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automatically get any funds. These funds would only be available when they submit requests based on the days that they take meetings.

Currently, in addition to the per diem compensation, pursuant to Resolution 3678 and RCW 53.12.260(3), all Port of Seattle Commissioners are paid the same salary as members of the Legislature of the State of Washington. Unless it is otherwise waived, the current annual salary for members of the Legislature is set at \$57,867, made effective on July 1, 2022. Unlike State legislators, Commissioners do not receive retirement benefits.

Commissioners' per diems and other expenses are posted on the Port of Seattle website.

ALTERNATIVES AND IMPLICATIONS CONSIDERED

None.

FINANCIAL IMPLICATIONS**Current and Proposed Rate Equations**

	Rate	# of Days Allowed	Total Possible Annual Reward
Current per Diem	\$120	128	\$15,360
Proposed per Diem	\$185	205	\$37,925

Approval of the resolution could result in an additional \$45,130 in 2024 and 2025 if commissioners submit the maximum in per diem requests and \$112,825 in 2026 and beyond.

ADDITIONAL BACKGROUND

None.

ATTACHMENTS TO THIS REQUEST

- (1) Draft Resolution No. 3811
- (2) Resolution No. 3678 (*Previously Adopted*)
- (3) Presentation

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

None.

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PORT OF SEATTLE RESOLUTION NO. 3811

A RESOLUTION of the Port of Seattle Commission setting the daily per diem allowance Port of Seattle commissioners can earn to be equal to that of Washington state legislators, and increasing each commissioner's maximum number of days of per diem reimbursement per calendar year from 120 days to 205 days.

WHEREAS, the voters of King County authorized and approved the formation of a port district co-extensive with King County to be known as the Port of Seattle in a special election on September 5, 1911; and

WHEREAS, the Port of Seattle is governed by five commissioners elected to four-year terms of office by the voters of King County and whose mission is to promote economic opportunities and quality of life in the region by advancing trade, travel, commerce, and job creation in an equitable, accountable, and environmentally responsible manner; and

WHEREAS, the Port of Seattle is unique amongst most ports in the nation in the diversity of operations it manages that includes an airport, seaport, grain terminal, three cruise ship berths, four recreational marinas, Fishermen's Terminal, industrial lands, and parks, and is engaged in an expanding variety of economic development activities such as workforce development, tourism, as well as a joint cargo terminal operating agreement with the Port of Tacoma known as the Northwest Seaport Alliance; and

WHEREAS, in a representative democracy, it is essential for elected officials to reflect the full diversity of their constituency and that those citizens who choose elected office can maintain the economic means to participate while in office; and

WHEREAS, as a matter of good governance and sound public policy, the Port of Seattle Commission wishes to set a livable wage for Seattle Port Commissioners to encourage residents of King County from diverse backgrounds to seek election to the Seattle Port Commission; and

WHEREAS, the Port of Seattle Commission is the legally constituted governing body of the Port whose primary duties are to establish policies that guide the Port's future, hire the Executive Director to implement those policies, execute its fiduciary responsibilities in the oversight of the expenditure of public funds, and to annually determine the amount of tax levy will be assessed on properties in King County; and

42 **WHEREAS**, Port of Seattle Commissioners are responsible to the voters in protecting
43 the public's interests and resources, which is different than a corporate board accountable to
44 shareholders; and
45

46 **WHEREAS**, the Port of Seattle's Century Agenda, established in 2012, envisions
47 extensive outreach across King County by Seattle Port Commissioners to other regional
48 government officials, industry and union stakeholders, educational institutions, and community
49 organizations; and
50

51 **WHEREAS**, the role of Port of Seattle Commissioners has expanded considerably since
52 the adoption of the Century Agenda and the passage of Resolution No. 3678 in 2013, which set
53 the salary of Port of Seattle Commissioners to that of legislators in the State of Washington, but
54 did not address the per diem rate and allowance for commissioners; and
55

56 **WHEREAS**, the creation of the Northwest Seaport Alliance in 2015, the nation's first
57 joint port development authority, established a unique marine cargo operating partnership with
58 the Ports of Seattle and Tacoma in which the five Commissioners from each Port hire and oversee
59 an independent executive thereby creating significantly expanded oversight duties of investments
60 and operations in both the Seattle and Tacoma harbors; and
61

62 **WHEREAS**, additional Commission responsibilities include providing oversight and
63 assuring the implementation of significant new policy directives passed by the Commission to
64 include much greater emphasis on equity, diversity and inclusion, workforce development and
65 more stringent environmental and greenhouse gas reduction goals; and
66

67 **WHEREAS**, there is a significant need for oversight of unprecedented levels of
68 construction and operational changes occurring at the airport and seaport, as well as development
69 of surrounding Port properties which increases pressure for commercial development on
70 industrial lands; and
71

72 **WHEREAS**, the current per diem for a Seattle Port Commissioner of \$128 per day with
73 an annual maximum of \$15,360 per calendar year, which equates to 120 days per calendar year,
74 is not commensurate with the substantial year-round commitment of time and effort required to
75 fulfill the duties of the office which is exacerbated by significant rising cost of living in King
76 County; and
77

78 **WHEREAS**, Port Commissioners are currently not eligible for the Public Employee
79 Retirement System nor the per diem set by the Washington State legislature; and
80

81 **WHEREAS**, as of July 1, 2022, port commissioner salaries annually, not including per
82 diem or other allowable reimbursements, is \$56,881 as determined by the Washington Citizen's
83 Commission on Salaries for Elected Officials for members of the State legislature on which
84 Resolution 3678 based Port Commissioner salaries; and
85

86 **WHEREAS**, Washington's legislators' per diem is currently \$185 per day and it is tied
87 to 89% of the federal per diem rate; and

WHEREAS, Article II of the Washington State Constitution provides that legislators receive compensation “...for each day's attendance during the session” and RCW 44.04.120 provides that members may receive an allowance, "in lieu of per diem or any other payment, for a day or major portion thereof in which he or she is engaged in legislative business...;" and

WHEREAS, unlike Washington state legislators, the official work of Port of Seattle Commissioners extends throughout the calendar year and beyond the legislative session.

NOW, THEREFORE, BE IT RESOLVED by the Commission of the Port of Seattle as follows:

SECTION 1. Port of Seattle Commissioners' per diem shall be equal to that of Washington state legislators and shall be increased or decreased consistent with changes made to the legislators' rate. A commissioner may not receive more than 205 days of per diem in a calendar year.

SECTION 2. This change in per diem rate and the increase in the maximum number of per diem days that can be reimbursed for each commissioner in a calendar year shall apply to all newly-elected Port of Seattle commissioners and not enter into effect for any currently-serving commissioner until that commissioner is re-elected to another term of office.

SECTION 3. As provided by RCW 53.12.265, a Port of Seattle Commissioner may waive all or any portion of the compensation payable under RCW 53.12.260 by filing a written waiver with the Secretary of the Port of Seattle Commission. In accordance with commission bylaws, such waiver shall become a public record held by the Port of Seattle Commission Clerk.

ADOPTED by the Port of Seattle Commission at a duly noticed public meeting thereof, held this _____ day of _____ 2022, and duly authenticated in open session by the signatures of the commissioners voting in favor thereof and the seal of the commission.

Port of Seattle Commission

RESOLUTION NO. 3678

A RESOLUTION of the Port Commission of the Port of Seattle setting the annual salary compensation of Seattle Port Commissioners at the same amount as paid to legislators in the State of Washington.

WHEREAS, the Port of Seattle was established as a port district by the voters of King County, Washington, on the 5th day of September 1911, and has been a major economic force in Puget Sound since its founding; and

WHEREAS, the Port of Seattle is governed by five Commissioners elected to four-year terms of office by the voters of King County and whose mission is to create jobs by advancing trade and commerce, promoting industrial growth and stimulating economic development; and

WHEREAS, in a representative democracy, average citizens representing the diverse residents of King County ought to be able to serve in elected office, such as a Seattle Port Commissioner; and

WHEREAS, the \$6,000 annual salary of a Seattle Port Commissioner is a barrier for many average citizens to serve in this position and is not commensurate with the breadth and complexity of the operations of the Port of Seattle, nor the substantial commitment of time and effort required to fulfill the duties of the office in advancing the interests of the Port of Seattle and King County; and

WHEREAS, as a matter of good governance and sound public policy, the Port of Seattle Commission wishes to set a higher salary for Seattle Port Commissioners; and

WHEREAS, a higher salary may encourage more average citizens of King County to be candidates for election to the Seattle Port Commission since salary may be a consideration in an individual's decision to seek elective office.

WHEREAS, the Century Agenda adopted by the Port of Seattle Commission in 2012 aspires to create 100,000 new Port-related jobs over the next twenty-five years in addition to the 200,000 regional jobs already dependent on the Port of Seattle; and

WHEREAS, the Century Agenda envisions extensive outreach across King County by the Seattle Port Commissioners to other regional government officials, industry and union stakeholders, educational institutions and community organizations leading to job creation and workforce development in the maritime and aviation sectors; and

WHEREAS, the success of the Century Agenda is critical to the long-term continued job growth, economic health and environmental sustainability of the Puget Sound region;

NOW, THEREFORE, BE IT RESOLVED by the Port Commission of the Port of Seattle as follows:

Section 1. As provided by RCW 53.12.260(3), which allows a port commission to set the compensation to be paid to commissioners, Seattle Port Commissioners shall be paid the same salary as members of the Legislature of the State of Washington.

Section 2. This change in salary shall not enter into effect until each Commissioner currently in office shall be re-elected to another term of office. Any Commissioner appointed to the Port of Seattle Commission shall not be eligible for this salary increase until after being elected to the position of Seattle Port Commissioner.

Section 3. Any changes in the salary for members of the Legislature of the State of Washington as determined by the Washington Citizens' Commission on Salaries for Elected Officials, or any other changes adopted by statute, shall apply to Seattle Port Commissioners.

Section 4. As provided by RCW 53.12.265, a Seattle Port Commissioner may waive all or any portion of the compensation payable under RCW 53.12.260 by filing a written waiver with the Secretary of the Seattle Port Commission.

ADOPTED by the Port Commission of the Port of Seattle at a duly noticed public meeting thereof, held March 12, 2013, and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the seal of the Port Commission.

Port of Seattle Commissioners Per Diem

December 13, 2022

Current Commissioner Per Diem

- Resolution 3678—In 2013 Commission:
 - Tied commissioners' salaries to State of WA legislators
 - Did not address commissioners' per diem
- Per diem is \$128/day; up to 120 days per year
- Maximum annual per diem is \$15,360

Increased Workload

- Northwest Seaport Alliance
- Commission Committees
- Additional number of stakeholders and meetings
- Most commissioners expire their per diem by August

2022 State Legislators' Per Diem

- WA state legislators' rate is \$185/day*
- Rate is set at 89% of the federal per diem rate

** National Conference of State Legislators*

Legislators' Requirements to Receive Per Diem

- State legislators receive compensation for each day's attendance during the legislative session*
- Legislators may also receive an allowance for a day or major portion thereof in which they are engaged in legislative business**

** Article II of the Washington State Constitution*

*** RCW 44.04.120*

Proposed Commissioner Compensation

- Per diem: \$185 per day
- Up to 205 days per year
- Maximum annual per diem is \$37,925
- Ties commissioners' rate to state legislators' rate

Current and Proposed Rate Equations

	Rate	# of Days Allowed	Total Possible Annual Reward
Current per Diem	\$128	120	\$15,360
Proposed per Diem	\$185	205	\$37,925

Benefits and Caveats of New per Diem

- Enable and inspire more citizens to run for office
- Attract citizens of the highest quality to public service*
- Pay according to duties*
- Commissioners may choose to not receive per diem
- New per diem only applies to newly elected or re-elected commissioners

** Washington Citizen's Commission on Salaries for Elected Officials*

Questions?

RETURN TO AGENDA

**COMMISSION
AGENDA MEMORANDUM**

BRIEFING ITEM

Item No.	11a
Date of Meeting	December 13, 2022

DATE: November 14, 2022

TO: Stephen P. Metruck, Executive Director

FROM: Lance Lyttle, Aviation Managing Director
Jeff Wolf, Senior Manager Aviation Business Development

SUBJECT: On-Demand Taxi/Flat Rate Program Briefing

EXECUTIVE SUMMARY

This briefing is to inform the Commission of the history of On-Demand Taxi/Flat-Rate (“On-Demand”) services, industry changes, establishment of a pilot program, stakeholder outreach and driver voice, and development of a post-pilot program and next steps moving forward.

In July 2019 the Commission passed Resolution 3759 (see attachment #1) establishing a Ground Transportation Directive and Principles at Seattle-Tacoma International Airport (“SEA” or “Airport”). The principles included in the Directive were the basis for development of a new On-Demand system at SEA in 2019 known as the Taxi Pilot Program (“Pilot”.) The guiding principles include the following:

- Reduce environmental impact
- Reduce roadway congestion
- Support customer choice
- Social equity
- Generate revenue for sustainable airport

Prior to implementation of the Pilot, SEA provided On-Demand services via competitively bid concession contracts held by taxi/flat-rate dispatch companies, dating back to the late 1980s. For a number of reasons, in 2019 SEA transitioned to a non-concession-based system with direct agreements and payment between SEA and vehicle owners/operators under a new Pilot.

Because of the novel nature of the Pilot, one key element of the system established by the Commission was the incorporation of a “driver voice”, through the formal recognition of a voluntary organization who could demonstrate support by the driver community. The formal arrangement with the voluntary organization included monthly meetings with SEA staff and structured feedback mechanisms associated with (a) the operation of the Pilot program, and (b) the opportunity for the volunteer organization to provide comments on the future, post-Pilot program. In addition, quarterly stakeholder outreach for all system operators was established as a key component of the Pilot. Together, the driver voice and outreach allowed for a feedback

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process for SEA staff to understand the performance of the Pilot and to inform and develop a more permanent post-Pilot program.

Post-Pilot Program Recommendation

The culmination of the stakeholder outreach, best practice/peer airport research, and internal discussions resulted in the following recommendation for a post-Pilot program:

1. **Permitting/composition of fleet**
 - Three (3) year direct relationship between SEA and current medallion owners, free to affiliate with company of choice
 - No transferability of agreement without SEA approval
2. **Fee/cost to operate/technology**
 - Year 1: \$6/pick-up, then re-evaluate the fee level for years 2 and 3 to minimize increase (i.e.- no prescribed fee amount at this point for years 2 and 3)
 - Fees paid directly to SEA upon passenger pick-up
 - Explore virtual queue options with drivers, including education on program elements and comparison with peer airports' programs
 - SEA contracts and pays curbside management services
3. **Driver's voice future**
 - SEA continues quarterly stakeholder outreach sessions for all drivers and operators
 - SEA retains the Driver Voice element from the pilot program, including monthly meetings with VO
 - SEA works on development of a job training program for opportunities available to drivers at SEA or with other service providers

ADDITIONAL BACKGROUND

History

Taxi service accommodating on-demand pick-up trips has gone through several key changes over the last several decades. Prior to 1989, SEA allowed all individual owners/operators with valid operating permits from King County to provide taxi service at the Airport in what could be defined as an "open" system. In late 1989, SEA and a few key taxi owners collaborated on a plan to bring the owners together and create an association to provide enhanced taxi service to the traveling public. At that time, the individual owner/operator model provided transportation with what was considered poor customer service, inconsistent availability, poor vehicle conditions, and by drivers who would often aggressively compete for customer trips. Taxis are internationally

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understood by travelers with an expectation that vehicles be readily available on-demand and in the Pacific Northwest particularly, there is an expectation that vehicles will be environmentally friendly, along with safe drivers and high customer service.

As a result of the collaboration in 1989 and the expectations for taxi service, Airport staff implemented an exclusive arrangement for on-demand pick-up taxi service which allowed the Airport to require the highest standards to meet customer demand, which are more difficult to enforce in an open system. These standards included 1) 100% “green” fleets, 2) five-minute maximum wait times for customers, 3) timely customer complaint response, and 4) 24/7 availability, during both peak and non-peak periods, during inclement weather, and during other major events or conventions in the region. The first exclusive contract, established in August 1989, was held by Seattle-Tacoma International Taxi Association (“STITA”). STITA continued to provide exclusive on-demand pick-up service until 2010, when a competitive selection process was undertaken and the contract was awarded to Puget Sound Dispatch, dba Yellow Cab, who held the contract into 2016. After a new competitive selection process, Eastside For Hire (“ESFH”) was chosen as the next concessionaire beginning October 1, 2016.

Industry Changes

Leading up to and while SEA contracted with ESHF, two major shifts in the industry occurred that had significant impacts on how On-Demand services were provided at the airport.

Transportation Network Companies (TNCs)

Beginning in 2013, and with significant ramp-up throughout 2014 and 2015, TNCs entered the market and started to become a significant provider of transportation to the traveling public, both generally in the Puget Sound area and specifically at SEA. The TNC model, based on utilization of a smartphone application to procure rides, and the fulfillment of the rides by privately-owned vehicles (non-commercially licensed vehicles), introduced a transportation alternative that was similar to, but separate and distinct from On-Demand services. In response, SEA staff negotiated a pilot agreement with TNC providers which commenced on March 31, 2016. A new agreement was negotiated in 2020 and commenced January 1, 2021. Since their introduction in 2016, TNC pick-up activity at SEA has gone from zero to now comprising approximately 50-60% of all ground transportation pick-up trips for the traveling public. Total annual TNC pick-up trips are approximately 2-3 million per year. While TNC trips have increased, On-Demand trips have declined over the same period. Total pick-ups were just under 1 million per year in 2015 (peak year) and dropped to just over 270,000 in 2021.

King County/City of Seattle Regulation of Taxicabs/Flat-Rate For-Hires

Concurrent with the introduction of TNCs in the Airport transportation landscape, another change in the industry occurred causing disruption. Regulations within King County and the City of Seattle were (and remain) very unique with the separation and distinction between taxi and

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flat-rate for-hire vehicles. County and City codes separate the two types of services with different definitions and regulations. For example, taxi vehicles must be one solid color (not multiple) and include a meter within the vehicle to calculate fares for customers. Flat-rate for-hire vehicles must be two or more colors (not one solid color) and fares are pre-defined for given destinations and must be available to customers upon request.

As a result of the distinction between taxi and flat-rate for-hire vehicles established by County and City regulations, several new for-hire service providers entered the transportation landscape, including ESFH and others. Despite regulatory differences, customers often-times view the two provider types similarly (just as “taxis”) and may not understand the distinction between the two services, especially associated with fares (variable taxi meter vs. flat-rate).

Commission Approved Relief

The impacts of the introduction of TNCs and the regulations within the County/City, along with other factors, were significant on ESFH and its ability to fulfill negotiated obligations as part of its contract with SEA that commenced in 2016. On September 26, 2017, the Commission voted to provide relief to operators within the ESFH fleet, including lowering the per-trip fee paid to SEA from its scheduled increase from \$7.00 to \$7.50 per trip, down to \$6.00 and relaxing vehicle miles per gallon (MPG) standards to allow for Prius V vehicles to operate in the fleet. Subsequently, on July 10, 2018, the Commission approved the transfer of curbside management/oversight responsibilities from ESFH to SEA, including payment for services at a cost of approximately \$1.9 million per year.

Pilot Program

In anticipation of the expiration of the ESFH contract on September 30, 2019, the Commission directed staff to undertake an extensive outreach process to help develop a new On-Demand system at SEA. Beginning in October 2018 and throughout Q1 2019, with the assistance of outside consultants, staff hosted several stakeholder outreach sessions with the On-Demand community which provided key insights and feedback to help inform a new program.

In addition to and in conjunction with the stakeholder outreach effort, in 2018 and early 2019 staff was also finalizing the Ground Transportation Access Plan (“GTAP”) with its consultant, Ricondo, which resulted in the development of ten key transportation related strategies. The plan also included a set of guiding principles for ground transportation services at SEA ranging from reducing environmental impacts and roadway congestion, to supporting customer choice and equity issues (see above). Together with the input from the stakeholder outreach efforts, a foundation for a new On-Demand system was established.

On May 28, 2019, staff briefed the Commission on a proposed pilot program for On-Demand services based on the Commission’s guiding principles and stakeholder outreach feedback. The Commission passed Motion 2019-03 (see attachment #2) formally establishing a two-year pilot

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program which began on October 1, 2019. The Pilot was a shift away from the exclusive dispatch company concessionaire-based model, was developed to incorporate several areas identified through driver outreach, and included the following main elements:

- Retention of the then-current owners from ESFH with non-transferable agreements (approximately 409);
- Direct agreement with SEA and direct payment of all-inclusive \$6.00 per trip fee;
- Open dispatch company affiliation;
- SEA manages and pays for curbside management services;
- Recognition of a voluntary organization with monthly meetings and feedback opportunities; and
- Quarterly stakeholder outreach.

The Pilot was extended one year to September 30, 2022, per Commission Order 2021-04 (see attachment #3) as a result of the negative effects of Covid. The Pilot is currently in a month-to-month holdover status.

Stakeholder Outreach

With the help of an outside consultant, SEA staff undertook an extensive stakeholder outreach process as part of the Pilot program. A total of 17 outreach sessions were held throughout the Pilot, consisting of 12 in-person sessions and five via zoom during the height of the pandemic. In addition, three online surveys were conducted as a supplemental and alternative method for stakeholders to provide feedback to SEA. Staff also met monthly with the voluntary organization and interested owner/operators throughout the Pilot to discuss the operation and solicit feedback.

Although the feedback was very diverse on a variety of topics pertaining to the Pilot, some main themes emerged, outlined below:

- Concerns over short trips/fares and requests to implement a minimum fare from SEA;
- Among the approximately 400 vehicle owners/drivers that had been part of the exclusive pool of owners/drivers authorized to pick up On-Demand passengers at the Airport since the ESFH agreement, there was support for the existing fleet size and composition, including ability to affiliate with dispatch companies of choice;
 - Among outreach to other drivers and dispatch companies not currently involved in the Pilot, as well as City of Seattle and King County representatives, there was support for modifying fleet size and/or composition;
- Consideration of transferability of agreements;
- Support for SEA overseeing curbside management functions;
- Support for direct payment to SEA and pay-as-you-go system;
- Concerns over increases in fees, especially as it compares to TNCs;
- Concerns about regulated fare differences between taxis and flat-rate for-hire vehicles;

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- Requests to continue coordination with voluntary organization;
- Questions and concerns over concept of “virtual queue” systems associated with On-Demand; and
- Mixed opinions regarding passing along additional fees to customers through a surcharge.

In conjunction with the stakeholder outreach, SEA staff also hired a consultant to provide an industry best practice report and peer airport review to support development of a post-Pilot program recommendation. The consultant identified the industry as continuing to be in transition, especially with declining passenger demand leading to fewer revenue trips, as well as increased costs of operating On-Demand vehicles. As a result, the consultant did not anticipate that a competitively bid agreement (as in years past) would generate sufficient interest by bidders and that SEA would need to continue to financially support On-Demand services at the Airport.

Staff also regularly briefed Commissioners throughout 2022 as part of the overall feedback and communication process. Based on feedback from outreach, the consultant’s analysis and identification of an industry that continues to be in transition, SEA staff recommends the proposed On-Demand program (described above) to best meet the Port’s guiding principles for ground transportation as identified in Resolution 3759.

Next Steps

After briefing the Commission, SEA staff intends to conduct outreach sessions with owners/operators to educate and socialize the elements of the recommended post-Pilot program in preparation for implementation. Staff expects to be able to transition to a post-Pilot program in Q1 2023 and will continue with the month-to-month holdover of the current program until that time.

ATTACHMENTS TO THIS BRIEFING

- (1) Resolution No. 3759- SEA Ground Transportation Principles and Goals Policy Directive
- (2) Motion 2019-03- Establishment of a Two-Year Pilot Program
- (3) Order 2021-04- Extending the On-Demand Pilot Program to September 30, 2022
- (4) Presentation

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

April 13, 2021 – The Commission adopted Order 2021-04 extending the pilot program for on-demand taxi/flat-rate for-hire services at SEA through September 30, 2022.

July 9, 2019 – The Commission adopted Resolution 3759 establishing ground transportation goals and guiding principles.

May 28, 2019 – The Commission adopted Motion 2019-03 establishing a two-year pilot program for on-demand taxi/flat-rate for-hire services at SEA.

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July 10, 2018 – The Commission authorized the Executive Director to (1) execute a Second Amendment to Concession Agreement Between the Port of Seattle and Eastside for Hire Inc. and (2) assume the subcontract between Eastside for Hire Inc. and SP Plus Corporation for related curbside management services.

September 26, 2017—The Commission authorized the First Amendment to the Concession Agreement to the Eastside for Hire concession agreement.

January 12, 2016 —The Commission authorized the Chief Executive Officer to execute a contract for on-demand, metered, and flat-rate for-hire transportation services at the Airport.

RESOLUTION NO. 3759

A RESOLUTION of the Port of Seattle Commission creating a Seattle-Tacoma International Airport ground transportation policy directive, including principles, goals, monitoring, and reporting, and affirming airport commute-trip-reduction goals for the port.

WHEREAS, the Port of Seattle is committed to providing quality customer service, reducing congestion, and minimizing the environmental impacts of vehicles at Seattle-Tacoma International Airport; and

WHEREAS, the Port of Seattle's commitment includes implementing strategies and tactics to discourage use of private vehicles and promote higher-occupancy transportation modes; and

WHEREAS, the port is committed to achieving or exceeding the goals created under the Washington State Commute Trip Reduction (CTR) program for Port of Seattle employees at the Airport; and

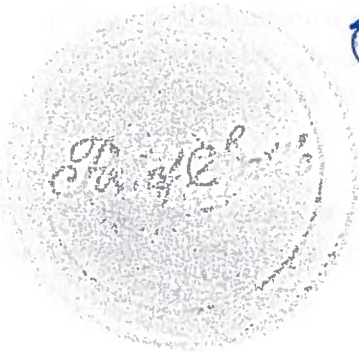
WHEREAS, under the Washington state commute-trip-reduction program, the City of SeaTac established the 65 percent target drive-alone rate that applies to SeaTac area employers with over 100 employees, including the Port of Seattle; and


WHEREAS, the Port of Seattle developed guiding principles and goals drawn from the Port's Ground Transportation Access Plan, and affirmed the direction in public at the Commission's July 10, 2018, "Travel to and From the Airport Study Session," and were briefed in public again at the September 25, 2018, commission public meeting;

NOW, THEREFORE, BE IT RESOLVED by the Port of Seattle Commission as follows:


SECTION 1. The Policy Directive on Ground Transportation Principles and Goals as shown in the attached Exhibit A is hereby established.

ADOPTED by the Port of Seattle Commission at a duly noticed public meeting thereof, held this 9th day of July, 2019, and duly authenticated in open session by the signatures of the commissioners voting in favor thereof and the seal of the commission.






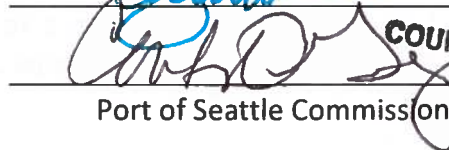
RYAN CALKINS



FRED FELLEMAN



STEPHANIE BOWMAN



COURTNEY GREGOIRE

Port of Seattle Commission



Exhibit A to Resolution 3759

Port of Seattle Commission

Ground Transportation Principles and Goals Policy Directive

**As Adopted
July 9, 2019**

SECTION 1. Purpose.

This policy directive establishes guidance on ground transportation at the Seattle-Tacoma International Airport including principles, goals, monitoring, and reporting; creates an Annual Ground Transportation Progress Report; affirms airport commute-trip-reduction (CTR) goals; and establishes a transportation management association.

SECTION 2. Definitions.

When used in this policy directive, the following words and phrases shall have the meanings given below unless the context in which they are included clearly indicates otherwise:

“Commute-trip reduction (CTR)” refers to the regulations developed under the Washington Administrative Code 468-63-010, with the intent to reduce automobile-related air pollution, traffic congestion, and energy use through employer-based programs that encourage the use of alternatives to single occupant vehicles travelling during peak traffic periods for the commute trip.

“Ground transportation” means non-aviation activities that relate to travelling to and from the airport.

“Scope 3 greenhouse gas (GHG) emissions” refers to the GHG Protocol Corporate Standard that classifies a company’s GHG emissions into three ‘scopes.’ Scope 1 emissions are direct emissions from owned or controlled sources. Scope 2 emissions are indirect emissions from the generation of purchased energy. Scope 3 emissions are all indirect emissions (not included in scope 2) that occur in the value chain of the reporting company, including both upstream and downstream emissions.

SECTION 3. Scope and Applicability.

This policy directive applies to all activities related to ground transportation to and from Seattle-Tacoma International Airport.

SECTION 4. Responsibilities.

The Executive Director shall engage in the following activities in pursuit of this policy directive, either directly or by appropriate delegation of authority:

- A. Ensure the Ground Transportation principles are applied to decisions on ground transportation at the appropriate time and in the appropriate manner.
- B. Strive to achieve the goals enumerated below.
- C. Provide an Annual Ground Transportation Report to the Commission.

SECTION 5. Policy.

- A. **Ground Transportation Principles.** The Federal Aviation Administration regulatory guidance directs an airport fee and rental structure designed to make the airport as self-sustaining as possible. In this context, self-sustaining is generally interpreted as applying fair market value commercial rates under the particular airport's circumstances. This reduces the airport's reliance on federal funds and local tax revenues. In developing recommendations to the Commission governing ground transportation, Port staff shall, alongside the regulatory guidance, use the following guiding principles in managing ground transportation activities at Seattle-Tacoma International Airport.
- (1) Reduce passenger and commuter trips and lower carbon emissions to achieve Port GHG-reduction goals and reduce negative community impacts.
 - (2) Reduce airport drive and roadway congestion, improve ease of access to the airport, increase transportation options, and improve the customer experience.
 - (3) Support equity considerations by promoting living wage jobs, equal business opportunities, and accessibility for people with disabilities.
- B. **Ground Transportation Goals.** Port staff shall apply the principles in Section 5(A) and implement strategies to achieve the following ground transportation goals.
- (1) Reduce curbside private vehicle pickup/drop off from 41 percent to 30 percent of mode share by 2030.
 - (2) Reduce Scope 3 GHG emissions from passenger vehicles to 50 percent of 2007 levels by 2030.
 - (3) Maintain a maximum 15-minute travel time from the airport clock tower to terminal curb or parking garage.
- C. **The Port is committed to airport employee CTR.**
- (1) The Commission affirms the Port's commitment to achieving the drive-alone rate goal for Port employees at the Airport established by the CTR program currently set by the City of SeaTac at a 65 percent drive-alone rate.
 - (2) The Port shall establish a Transportation Management Association (TMA) by 2020 and make membership available to all employers operating at the Airport. The TMA will support commute reduction strategies that go beyond minimum CTR requirements and facilitate efficient movement of employees to and from

the Airport. The primary goal of the TMA will be to support the reduction of drive-alone rates for employees that work at the Airport.

- (3) The Port shall develop and implement parking management strategies and tools to help achieve airport CTR goals, reduce drive-alone rates, and achieve the desired mode split.

SECTION 6. Program Evaluation.

Port staff shall prepare and deliver to the Commission an Annual Ground Transportation Progress Report by June 30th of each year that includes progress and recommendations to better achieve the policy outlined in Sections 3 A. B. and C.

SECTION 7. Fiscal Implications.

Fiscal implications shall be reviewed by the Executive Director annually, at a minimum, to ensure the implementation of the policy directive is adequately resourced and shall submit a budget request as appropriate.

SECTION 8. Research Findings

The following attachments document the research findings of this policy directive:

Attachment 1: Ground Transportation Access Study Report dated August 20, 2018 (Table of Contents and Executive Summary – full report available on request)

Attachment 2: Ground Transportation Commission Study Session Briefing PowerPoint of July 10, 2018

Attachment 3: Ground Transportation Commission Briefing PowerPoint of September 25, 2018

Seattle-Tacoma International Airport



Service Directive #7: Ground Transportation Access Plan (GTAP) Study Final Report

PREPARED FOR:

Port of Seattle



PREPARED BY:

RICONDO & ASSOCIATES, INC.

IN ASSOCIATION WITH:

JACOBS, INC. (CH2M HILL, INC.)

PRR BIZ, INC.



AUGUST 20, 2018

FINAL

Ricondo & Associates, Inc. (R&A) prepared this document for the stated purposes as expressly set forth herein and for the sole use of the Port of Seattle and its intended recipients. The techniques and methodologies used in preparing this document are consistent with industry practices at the time of preparation.

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Table of Acronyms

ACRONYM/ABBREVIATION	DEFINITION	SECTION FIRST NOTED
AV	autonomous vehicle	3.1
BOS	Boston Logan International Airport	3.2.1
BRT	Bus Rapid Transit	5.1.2
CPH	Copenhagen Airport	3.3
DUB	Dublin Airport	3.3
E-KPI	Environmental Key Performance Indicator	6.1.7.1
EPS	Enplaning Passenger Survey	1.1
ESFH	Eastside for Hire	6.1.7.2
FAA	Federal Aviation Administration	6.1.4
GHG	greenhouse gas	3.2.1
GIS	geographic information system	7.3.3
GT	ground transportation	1.2
GTAP	Ground Transportation Access Plan	1.1
HOV	high-occupancy vehicle	3.1
KCM	King County Metro	1.2
LAX	Los Angeles International Airport	4.3.1
LGW	Gatwick Airport	3.3
LHR	Heathrow Airport	3.3
LOS	level of service	1.2
MAP	million annual passengers	3.3
PMT	passenger miles traveled	4.4.1
Port	Port of Seattle	1.2
PRR	PRR Biz	2
SAMP	Sustainable Airport Master Plan	1.1
SEA or the Airport	Seattle-Tacoma International Airport	1.1
SD	Service Directive	1.2
SFO	San Francisco International Airport	6.1.7.1
ST	Sound Transit	1.2
TMA	Transportation Management Association	3.1
TMS	taxi management system	3.3.1.6
TNC	transportation network company	1.1
TSA	Transportation Security Administration	2.3
VMT	vehicle miles traveled	4.4.1

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Executive Summary

Seattle-Tacoma International Airport (SEA or Airport) is one of the busiest airports in the United States, serving almost 47 million annual passengers (MAP) in 2017. This activity is projected to increase to more than 60 MAP¹ in the next 10 years.² The Airport has a major economic impact on King County and the Puget Sound region, supporting \$22.5 billion in total economic activity in 2017, according to the *Sea-Tac International Airport Economic Impacts* study (January 2018).

To accommodate this projected increase in passenger traffic, the *Sustainable Airport Master Plan* (SAMP) includes an ambitious capital improvement program centered around a major terminal expansion program and associated landside improvements. It sets the stage for future development to accommodate increased demand, but doing so in a way that ensures long-term sustainability of this critical element of the Puget Sound economic fabric.

In 2017, the Port of Seattle commissioned this Ground Transportation Access Plan (GTAP) to advance efficient and sustainable transportation modes, including consideration of equity while also addressing traffic congestion on the airport curbs and roadways. It is a key objective of the Port to foster equity, both from a consumer-options perspective and a desire to support quality "living wage" jobs perspective. The underlying purpose of the GTAP Study is to assist the Airport and the Puget Sound region identify strategies that foster shifts in the way Airport customers and the workforce think about Airport access; strategies that will affect a person's mode choice in favor of longer-term sustainable options, while being sensitive to established equity and producing measurable benefits at a reasonable cost.

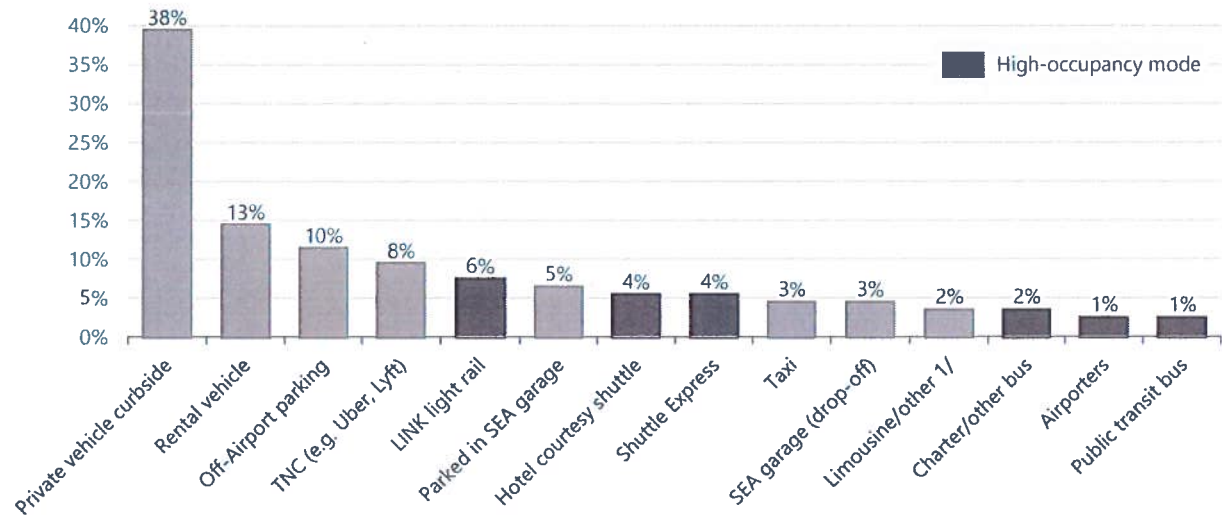
A major contributor to traffic congestion is a heavy reliance on low-occupancy modes of transportation to access the airport. According to the most recent passenger survey (conducted quarterly by Port staff) and as reflected on **Exhibit ES-1**, almost 80% of originating passengers arrive at the Airport via low-occupancy modes, including private vehicles, rental cars, taxis, limousines, and vehicles associated with transportation network companies (TNCs) such as Uber or Lyft. This ongoing reliance on single- or low-occupancy modes of transportation to the Airport perpetuates several burdens, ranging from Airport Expressway congestion to Airport curbside congestion and environmental pollution. Addressing this congestion in a constrained environment by simply building more roadway facilities becomes financially and environmentally unsustainable.

¹ MAP – million annual passengers.

² FAA Terminal Area Forecast (TAF), https://www.faa.gov/data_research/aviation/taf (accessed January 24, 2018).

This is a significant issue that challenges most major metropolitan areas in the United States, even if the airport has been adequately served by higher-occupancy forms of transportation for decades.

Exhibit ES-1: Enplaning Passenger Survey Results: Travel Mode (2017)



NOTE: 1/ Other includes bicycle.

SOURCES: Business Intelligence, *Enplaning Passenger Survey*, January 2018, Ricondo & Associates, Inc., February 2018 (Analysis).

Overview of GTAP Study Methodology

The GTAP Study process included five general components, as illustrated on **Exhibit ES-2** and described in the following paragraphs.

Exhibit ES-2: Overall Strategy Evaluation Process



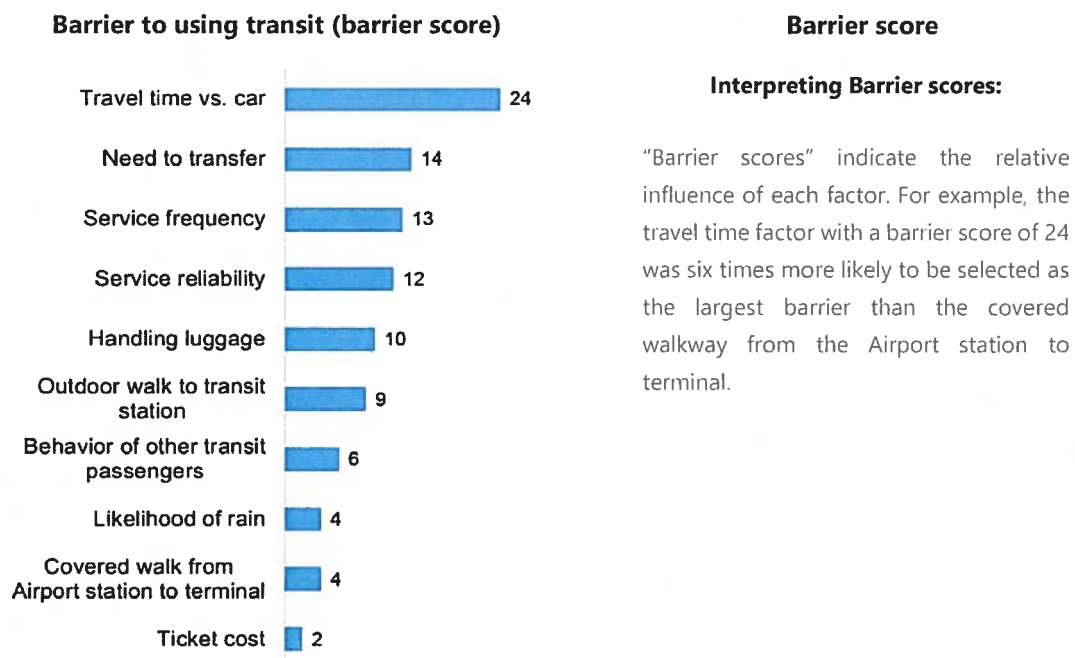
SOURCE: Ricondo & Associates, Inc, March 2018 (Analysis).

[FINAL]

The GTAP Study began with a series of meetings with Port staff, stakeholders, and regional transportation agencies to gain a contextual understanding of transportation issues and trends in the Puget Sound region, and how they impact the Airport. This component of the study also included data collection to quantify regional transportation trends, information gathering about ongoing Airport development programs, research of regional transportation programs and initiatives (existing services as well as future planned improvements), and benchmarking airports with comparable activity levels and service offerings to identify trends and best practices as they relate to airport access.

Simultaneous to this information gathering phase, the GTAP Study team was assessing mode choice and mode shift trends as they relate to the Airport and the entire Puget Sound region. While it may be possible to reliably predict if a certain strategy or policy will affect mode choice in a “positive” or “negative” way, it is very challenging to predict or quantify “how positive” or “how negative” the impact of a strategy will be in terms of how many passengers will change behavior. This challenge is increased when considering rapidly emerging trends where there is very little historical data to assess consumer preferences. [For example, Transportation Network Companies (TNCs) like Uber or Lyft emerged only 2-3 years ago and grew from escorting zero passengers to the Airport to almost 1.3 million passengers in 2017 according to the Port of Seattle’s Ground Transportation Monthly Activity Report. Similarly, it is difficult to predict what impact driverless vehicles may have in the coming years.] **Exhibit ES-3** illustrates many of the perceived barriers that passengers face when making decisions about mode choice, particularly as they relate to the option of using transit.

Exhibit ES-3: Results and Interpretation of Barriers to Light Rail Survey

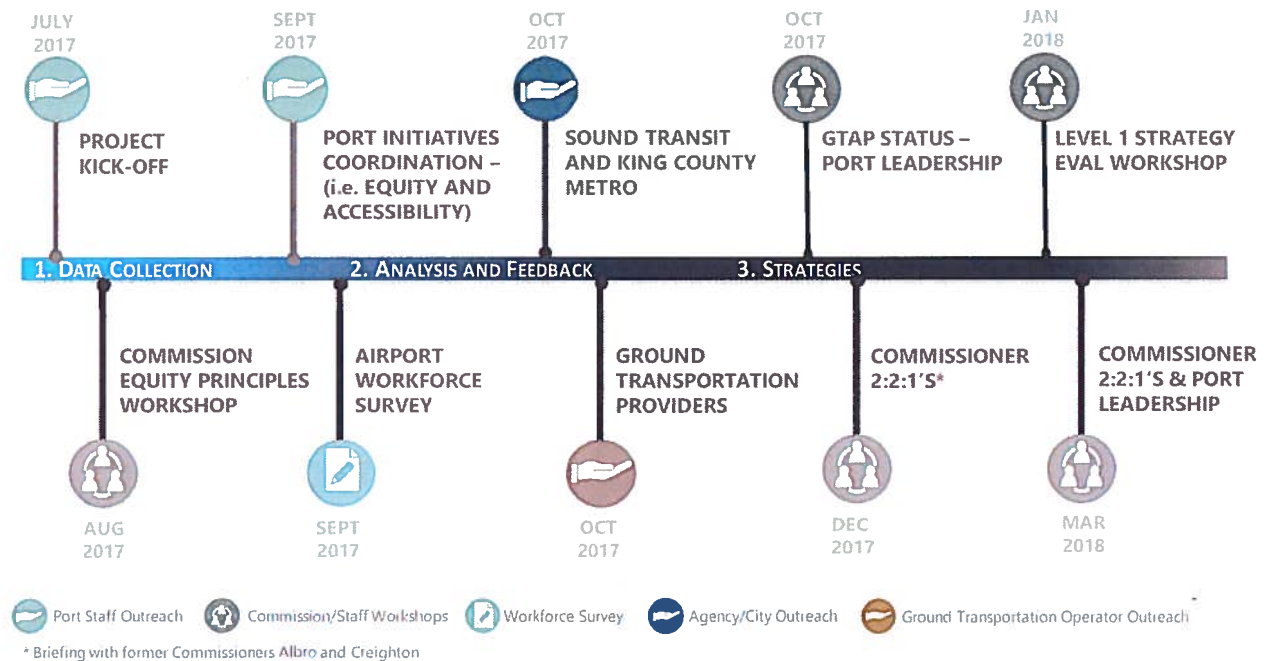


SOURCE: Business Intelligence, *Light Rail Barrier Survey*, Port of Seattle, November 2016.

[FINAL]

As the GTAP Study progressed, the GTAP Study Team and Port leadership conducted a series of meetings and workshops with Airport staff and tenant employees, local and regional transportation agencies, and key airport users/stakeholders (e.g., TNC, taxi and commercial ground transportation operators). The purpose and timeline of these meetings are summarized on **Exhibit ES-4**. Detailed results of the meetings, workshops, and surveys are presented in appendices of this document.

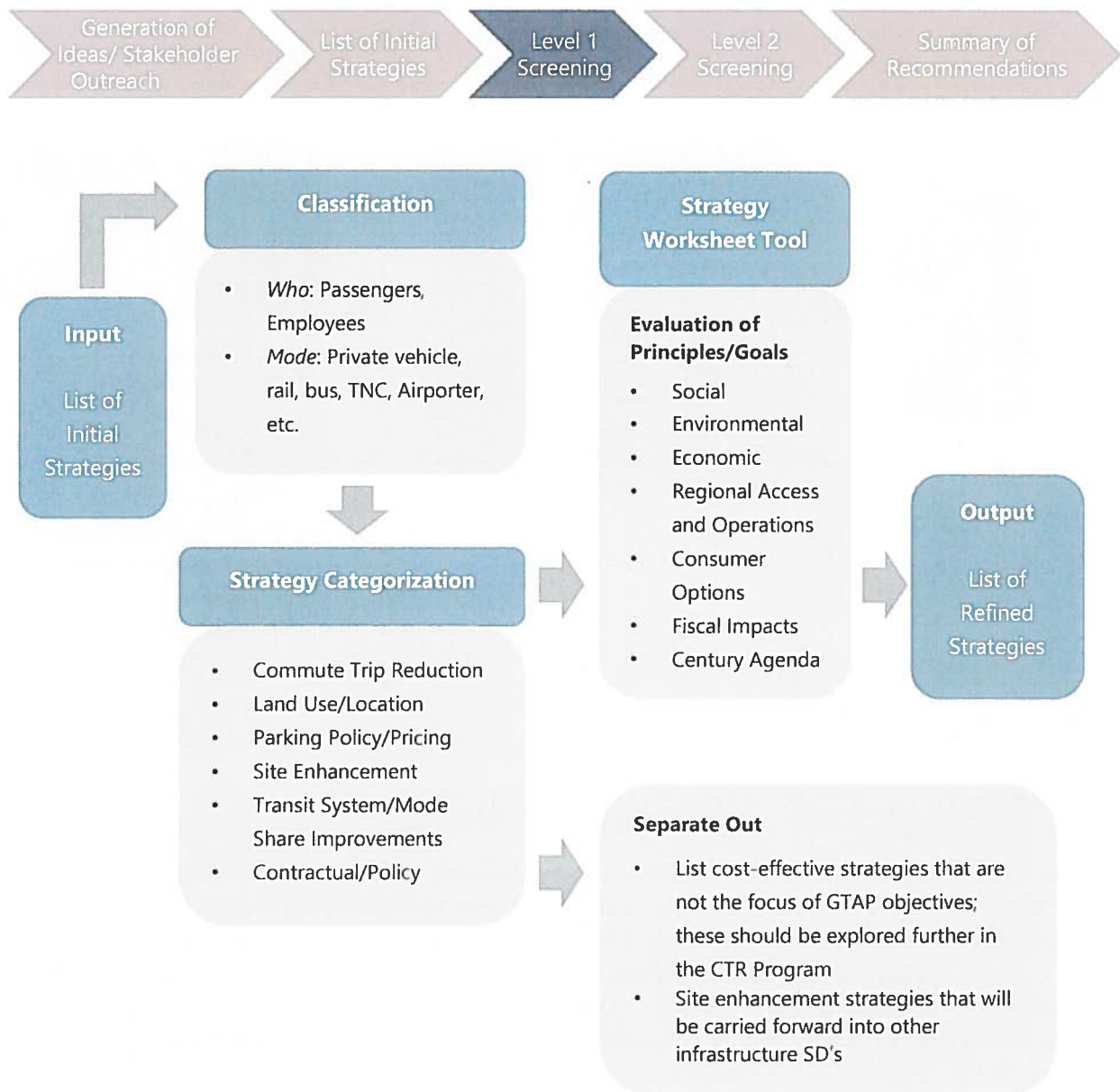
Exhibit ES-4: Flowchart of Stakeholder Outreach Process



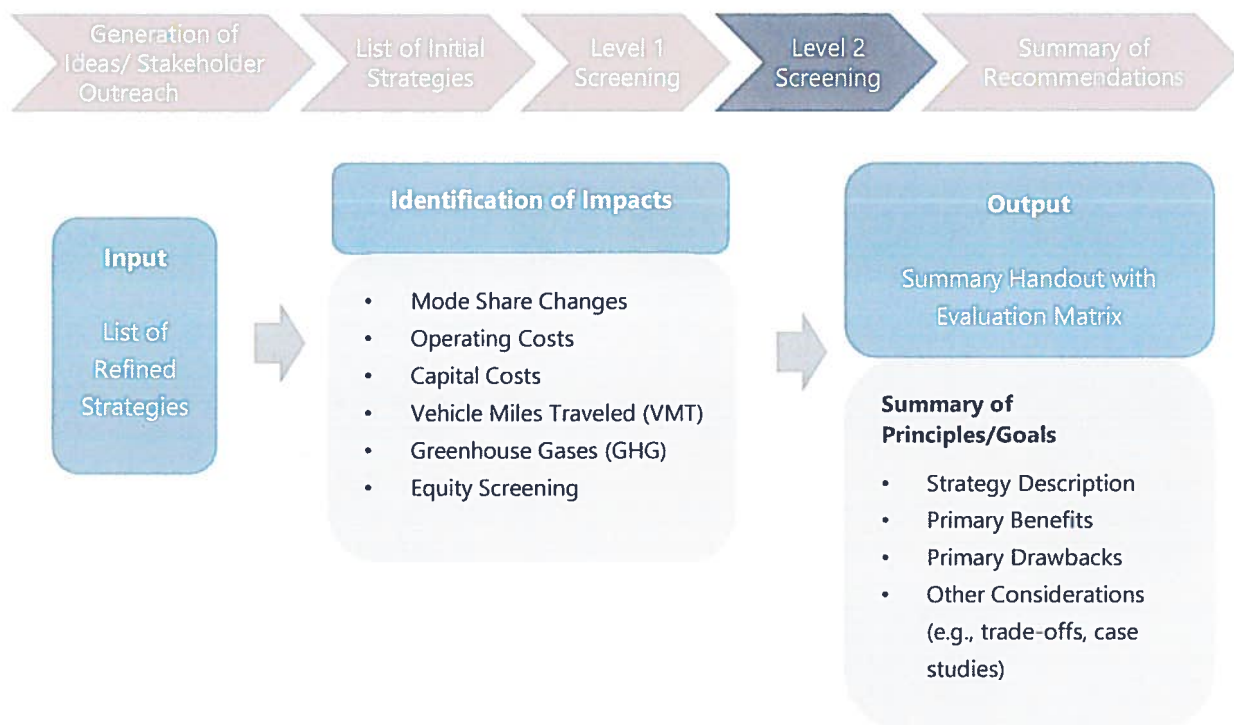
SOURCE: PRR Biz, February 2018 (Analysis); Ricondo & Associates, Inc., March 2018 (Analysis).

These workshops led to the identification of more than 60 potential strategies to fulfil/foster the user changes required to achieve the stated goals and objectives of the GTAP Study. These potential strategies are detailed in appendices of this report.

The Ricondo Team organized/condensed the strategies by classifying them into one of four target audiences that each would impact, as well as identifying the key mode(s) that would be affected. Further, the Team evaluated the strategies through a two-step screening process, illustrated on **Exhibit ES-5** and **Exhibit ES-6**. In the first level of screening (Exhibit ES-5), each strategy was scored using principles/goals that reflect the purpose of the GTAP Study and the Port Century Agenda goals. In the second level of screening (Exhibit ES-6), the team relied on industry research and professional judgement to quantitatively assess the strategy's potential impact on metrics such as mode shift, vehicle miles traveled, greenhouse gas emissions, capital investment requirements, and operating costs. Equity principles were also assessed, including economic equity, environmental equity, regional access and operational equity, and social equity.

Exhibit ES-5: Level 1 Strategy Screening Process

SOURCES: Ricondo & Associates, Inc., March 2018 (Analysis).

Exhibit ES-6: Level 2 Strategy Screening Process

SOURCES: Ricondo & Associates, Inc., March 2018 (Analysis).

Summary of GTAP Study Recommendations

From this two-level screening/evaluation process, several recommendations and feasible strategies emerged. (Note, some of these strategies combined multiple items identified in the ground access strategies workshops and stakeholder engagement process). The final recommendations and shortlisted strategies are categorized as either being a Business Strategy or a Ground Access Strategy. These are summarized below in **Table ES-1** and **Table ES-2**, and detailed in Section 8 of the study. The detailed qualitative and quantitative evaluation of the shortlisted (top 10) ground access strategies are provided in **Table ES-3**. In summary, should all of the top 10 ground access strategies be implemented, the planning-level estimated aggregate impact is a reduction of up to 10 percent of the Port-controlled greenhouse gas emissions (GHG) (with an estimated annual reduction of up to 100 million vehicle miles traveled (VMT) and 42,000 tons of GHG, and potentially 2 million single-occupancy vehicles off the road annually). It has been noted, however, that several of the strategies require further detailed study prior to implementation, and the estimated cumulative effects will be influenced by the ultimate combination of strategies actually implemented, and the success of those efforts.

Table ES-1: Shortlisted (Top 10) GTAP Study Strategies

STRATEGY	DESCRIPTION	NEXT STEPS	AFFECTED STAKEHOLDER(S)		
			Air Pax	Workforce	GT Oper.
Multiple Variations of Express Bus Service	<ul style="list-style-type: none"> Express service from park and ride lots in primary surrounding city locations: secure parking, 30 minute service (Port, KCM, ST TBD) 	<ul style="list-style-type: none"> Conduct Port sponsored feasibility study and Pilot program (scoping underway) 	✓	✓	
Form a Transportation Management Association	<ul style="list-style-type: none"> Member controlled, organizations that provide transportation services in a particular area. Dedicated staff to manage CTR programs for airport workforce including ride share matching, guaranteed ride home, transit subsidies 	<ul style="list-style-type: none"> Conduct Port sponsored feasibility study Recommend Port to incorporate in Commute Trip Reduction program 		✓	
Information Sharing and Promoting Transit	<ul style="list-style-type: none"> Distribute information about transit routes and integrate promotions/marketing during airline ticket purchase and check in 	<ul style="list-style-type: none"> Recommend Port to pursue stakeholder partnerships and additional advertising/information sharing opportunities 	✓		
Public Private Partnerships for First/Last Mile Coverage	<ul style="list-style-type: none"> Develop partnerships with ride share companies and regional agencies to provide first and last mile coverage 	<ul style="list-style-type: none"> Conduct Port sponsored feasibility study with TNC companies and regional agencies 	✓	✓	✓
Increase/preserve King County Metro RapidRide and Sound Transit Express Bus Service	<ul style="list-style-type: none"> More frequent service (assuming regional agency sponsorship) Change pick up/drop off location 	<ul style="list-style-type: none"> Coordination with regional agencies (additional study and/or travel demand modeling may be necessary) 	✓	✓	✓
Ticket for Free Transit Ride/Ride Free Area	<ul style="list-style-type: none"> Passengers and employees ride free on trips from the Airport 	<ul style="list-style-type: none"> Coordination with regional agencies (additional study and/or travel demand modeling may be necessary) 	✓	✓	
Incentives for Ride Share and Transit Use	<ul style="list-style-type: none"> Provide discounts at airport concessionaires or access to airline club lounges for travelers with transit pass, transit receipt, or verification of participation in Ride Share program Implement a parking "cash out" program managed by Airport TMA 	<ul style="list-style-type: none"> Recommend Port to incorporate in CTR program 	✓	✓	
Revenue structures anticipating Autonomous Vehicles	<ul style="list-style-type: none"> Develop a financial model to estimate impacts of AV adoption Develop recommendations for Port policies and programs around AVs 	<ul style="list-style-type: none"> Further revenue/financial analysis 			✓
Airport Access Fees	<ul style="list-style-type: none"> Consider establishing fee structure for vehicles accessing terminal curbs, consider legislative implications Install gantries for electronic fee collection 	<ul style="list-style-type: none"> Further revenue/financial analysis 	✓		
Restructure Employee Parking	<ul style="list-style-type: none"> Restructure complimentary garage parking to incentivize Ride Share and transit Implement a parking "cash out" program managed by Airport TMA Subsidize ORCA passes (state CTR program influences benefit) 	<ul style="list-style-type: none"> Further revenue/financial analysis (paired with TMA and garage analyses findings) 		✓	

NOTE Strategies are not in order of priority

SOURCE Ricordo & Associates Inc. June 2018 (Analysis)

Table ES-2: Recommended Business Strategies Summary

CATEGORY	DESCRIPTION
Business Model	<ul style="list-style-type: none"> Continue with hybrid model approach, with agreements awarded to qualified concessionaire(s)
Fiscal/Revenue	<ul style="list-style-type: none"> Develop a financial model to assess: <ul style="list-style-type: none"> What sort of structures might adapt well to future C/AVs How changes to commercial GT rates may affect long-term SEA financial needs How changes will affect cost per enplaned passenger The extent to which a revised fee structure will affect the entire range of businesses: taxis, limos, TNCs, courtesy shuttles, rental cars, and airporters How changes to the rate structure will affect the Airport capital program and the ability to fund long-term needs, including SAMP Assess annual permit process for GT operators in lieu of per trip fees Consider impact of a market-based competitively bid rate Airport access fees Potential for offering first/last mile coverage incentives Employee parking – impact of potential restructuring
Technology	<ul style="list-style-type: none"> Consider future installation of communication infrastructure to support C/AVs and airport access mechanisms, including collecting data that supports incentivizing higher occupancies
Labor Harmony	<ul style="list-style-type: none"> Labor Relations and Office of Social Responsibility continue to develop Port-wide Labor Harmony Policy and community engagement plan
Number of Vehicles	<ul style="list-style-type: none"> Establish fleet to balance supply against demand, while minimizing wait time, and optimizing driver income
Environmental/Sustainability	<ul style="list-style-type: none"> Continue Re-match program for TNCs
Facilities and Operations	<ul style="list-style-type: none"> Use Bandwagon or comparable API to discount passenger fare while increasing driver receipts
Management	<ul style="list-style-type: none"> Conduct feasibility study for forming a Transportation Management Association

SOURCE: Ricondo & Associates, Inc., June 2018 (Analysis).

Table ES-3: Summary of Qualitative and Quantitative Analysis of Shortlisted (Top 10) Strategies

QUALITATIVE IMPACTS: EQUITY TRADE-OFFS					QUANTITATIVE IMPACTS				
STRATEGY	ECONOMIC	ENVIRONMENT	REGIONAL ACCESS & OPERATIONS	SOCIAL	STRATEGY	ESTIMATED CAPITAL COST	ESTIMATED OPERATING COST	ESTIMATED GREENHOUSE GASES (GHG) REDUCED	ANTICIPATED REVENUE IMPACTS
Multiple Variations of Express Bus Service	✓	✓	✓	○	Multiple Variations of Express Bus Service	○	X	X	○
Form a Transportation Management Association (TMA)	○	○	✓	○	Form a Transportation Management Association (TMA)	✓	✓	X	○
Information Sharing and Promoting Transit	✓	✓	✓	N/A	Information Sharing and Promoting Transit	✓	✓	X	X
Public-Private Partnerships for First/Last Mile Coverage	✓	✓	✓	○	Public-Private Partnerships for First/Last Mile Coverage	✓	✓	X	X
Increase/preserve King County Metro RapidRide and Sound Transit Express Bus Service	✓	✓	✓	○	Increase/preserve King County Metro RapidRide and Sound Transit Express Bus Service	○	○	X	○
Ticket for Free Transit Ride/Ride-Free Area	✓	✓	✓	○	Ticket for Free Transit Ride/Ride-Free Area	✓	✓	○	X
Incentives for Ride Share and Transit Use	✓	N/A	N/A	N/A	Incentives for Ride Share and Transit Use	✓	✓	○	X
Revenue structures anticipating Autonomous Vehicles (AVs)	○	○	○	○	Revenue structures anticipating Autonomous Vehicles (AVs)	✓	✓	○	✓
Airport Access Fees	X	✓	✓	○	Airport Access Fees	✓	✓	✓	✓
Restructure Employee Parking	N/A	○	○	X	Restructure Employee Parking	✓	✓	X	✓

LEGEND			
SCORE	CAPITAL/OPERATING COST	GHG REDUCTION (TONNES/YR)	REVENUE IMPACT (MILLION \$ ANNUALLY)
✓	\$0 to \$2m	≥ 10,000	Source (+)
○	\$2 to \$10m	5,000 < 10,000	<\$1m Loss (-)
X	>\$10	<5,000	>\$1m Loss (-)

SOURCE: Ricardo & Associates, Inc., June 2018 (analysis)

1. Introduction

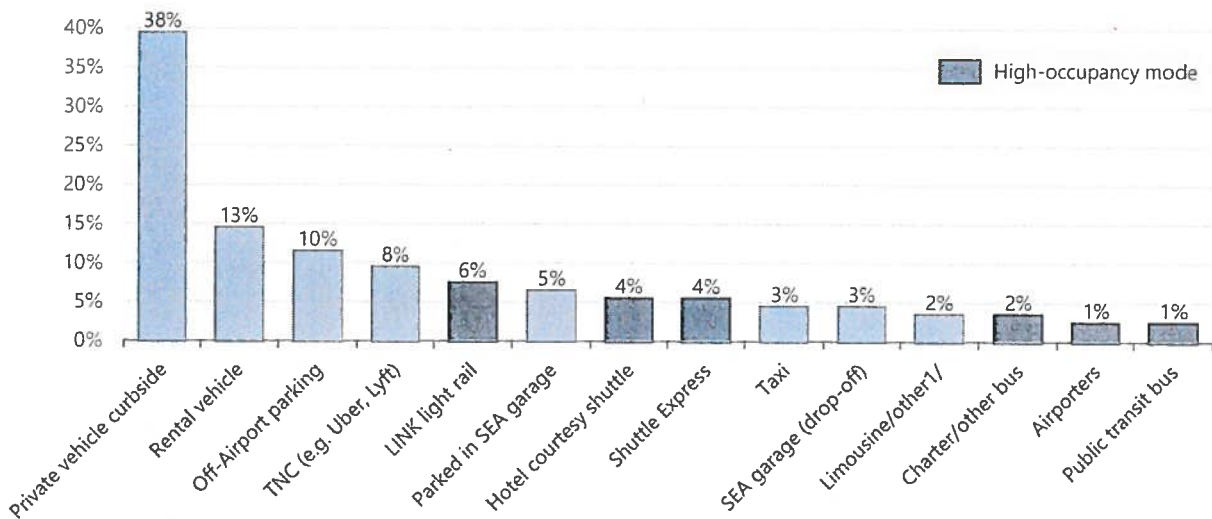
1.1 Study Objectives

Seattle-Tacoma International Airport (SEA or the Airport) is one of the busiest airports in the United States; it served 46.9 million passengers in 2017. The Airport has a major economic impact on King County and the Puget Sound region, in which it supported \$22.5 billion in total economic activity in 2017.³ The Sustainable Airport Master Plan (SAMP) forecasts continued high passenger growth for the Airport. As a result, the Port of Seattle (the Port) is seeking ways to reduce traffic congestion and air pollution at SEA, which has resulted in the development of this Ground Transportation Access Plan (GTAP) Study.

The GTAP Study identifies several objectives, which include advancing transportation modes and programs that foster equity from the consumer options perspective, as well as supporting quality “living wage” jobs. Other key objectives include promoting Airport access via environmentally preferred modes and increasing the carrying capacity on the ground access system. The strategy development process included a consideration of changing technologies and trends in the transportation industry, as well as coordination efforts and partnerships with regional transit providers and nearby communities. The GTAP Study will inform the Airport’s ground transportation business model, with an emphasis on contractual relationships, support of the Airport workforce, and a focus on current and future ground access trends. These objectives guided the study and will help the Port advance toward its “Century Agenda” goals.

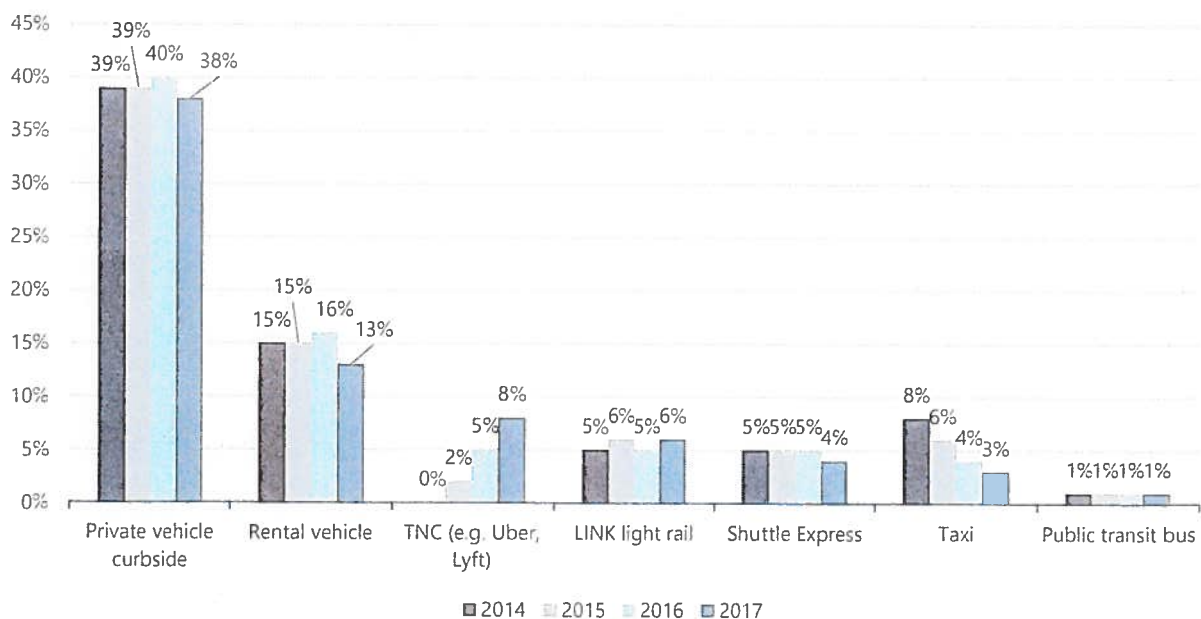
As shown on **Exhibit 1-1**, and based on the most recent quarterly Enplaning Passenger Survey (EPS), approximately 80 percent of all originating passengers arrive to the Airport via single-occupancy or low-occupancy mode (e.g. private vehicle, rental car, taxi, limousine). Shifting passengers from single-occupancy modes to higher occupancy modes, such as public transit and Airporters, should relieve some of the traffic congestion and delays that passengers experience accessing the Airport. **Exhibit 1-2** shows the travel mode trends, which are based on results from three previous EPSs compared with the current year. **Table 1-1** provides mode share category definitions for SEA and illustrates the change in data definition within the EPSs. Noticeable trends are the introduction and growth of transportation network companies (TNCs) and the decline of taxi share at the Airport.

³ Community Attributes, Inc., *Sea-Tac International Airport Economic Impacts*, January 2018.

Exhibit 1-1: Enplaning Passenger Survey Results: Travel Mode (2017)

NOTE: 1/ Other includes bicycle.

SOURCES: Business Intelligence, *Enplaning Passenger Survey*, January 2018; Ricondo & Associates, Inc., February 2018 (Analysis).

Exhibit 1-2: Enplaning Passenger Survey Results: Travel Mode Trends (2014 to 2017)

NOTE: Selected travel modes are only shown for data collected in the same category definition. Categories have changed across analysis years; 100 percent of modes are therefore not reflected. See Table 1-1.

SOURCES: Business Intelligence, *Enplaning Passenger Survey*, January 2018; Ricondo & Associates, Inc., February 2018 (Analysis).

Summary of the Ground Transportation Access Plan (GTAP) Study

July 6, 2018

Overview

- Port goals
- Study objectives & approach
- Current Issues
- Top 10 strategies
- Initiatives Already Underway
- Next steps
- Appendix

Presents study findings and next steps with technical details in Appendix

Port Goals

- Century Agenda
 - Reduce Scope 3 carbon emissions:
 - 50% below 2007 levels by 2030
 - 80% below 2007 levels by 2050
- Reduce travel/processing time
 - Max 45 minutes from clock tower to post security



GTAP strategies designed to achieve Port goals

Study Objectives

- Increase **access to high occupancy modes** such as transit
- Advance transportation modes and programs to **foster social equity** and customer choice
- Consider the **financial/revenue** impacts of potential strategies.



GTAP objectives advance all three aspects of sustainability

Study Approach

- Conduct benchmarking research & stakeholder outreach
 - Identified over 64 transportation strategies
 - Determined industry best practices
- Screen strategies to determine top 10
 - Evaluation criteria: congestion relief, mode shift, customer choice, feasibility, environmental benefit and fiscal impact



Identify top 10 strategies to reduce congestion and advance sustainability goals

Current Issues

- Increasing roadway congestion
- Market disruptions
- Emerging ground transportation modes
- Social equity
- Environmental effects
- Infrastructure limitations



Anticipate increasing congestion as demand increases

Top 10 Strategies from GTAP Study

- **Near-term Port initiatives:**
 - Multiple variations of express bus service
 - Form a Transportation Management Association (TMA)
- **Partner with regional agencies to incentivize mode shift:**
 - Information sharing and promoting transit
 - Public-private partnerships for First/Last Mile Coverage
 - Increase/preserve King County Metro RapidRide and Sound Transit bus service
 - Offer ticket for free transit ride/ride-free area
 - Provide incentives (e.g., coupons) for ride-share and transit use
- **Further analyze:**
 - Revenue structures for autonomous vehicles (AVs)
 - Airport access fees
 - Restructuring employee parking

Each of the 10 strategies needs additional research and/or key partnerships

Top 10 Strategies

Strategy	Description	Affected Stakeholder(s)		
		Air Pax	Work-force	GT Oper.
Multiple Variations of Express Bus Service	<ul style="list-style-type: none"> Express service from park and ride lots in primary surrounding city locations; secure parking; 30 minute service (Port, KCM, ST TBD) 	✓	✓	
Form a Transportation Management Association (TMA)	<ul style="list-style-type: none"> Member-controlled, organizations that provide transportation services in a particular area. Dedicated staff to manage CTR programs for airport workforce including ride-share matching, guaranteed ride home, transit subsidies 		✓	
Information Sharing and Promoting Transit	<ul style="list-style-type: none"> Distribute information about transit routes and integrate promotions/marketing during airline ticket purchase and check-in 	✓		
Public-Private Partnerships for First/Last Mile Coverage	<ul style="list-style-type: none"> Develop partnerships with ride-share companies and regional agencies to provide first and last mile coverage 	✓	✓	✓
Increase/preserve King County Metro RapidRide and Sound Transit Express Bus Service	<ul style="list-style-type: none"> More frequent service (assuming regional agency sponsorship) Change pick-up/drop-off location 	✓	207 ✓	✓

Top 10 Strategies (con't)

Strategy	Description	Affected Stakeholder(s)		
		Air Pax	Work-force	GT Oper.
Ticket for Free Transit Ride/Ride-Free Area	<ul style="list-style-type: none"> Passengers and employees ride free on trips from SEA 	✓	✓	
Incentives for Ride Share and Transit Use	<ul style="list-style-type: none"> Provide discounts at airport concessionaires or access to airline club lounges for travelers with transit pass, transit receipt, or verification of participation in Ride Share program Implement a parking “cash-out” program managed by SEA TMA 	✓	✓	
Revenue Structures Anticipating Autonomous Vehicles (AVs)	<ul style="list-style-type: none"> Estimate impacts and timeline of AV adoption (revenue) 			✓
Airport Access Fees	<ul style="list-style-type: none"> Consider establishing fee structure for vehicles accessing terminal curbs 	✓		
Restructure Employee Parking	<ul style="list-style-type: none"> Restructure complimentary garage parking to incent Ride Share and transit Implement a parking “cash-out” program managed by SEA TMA ORCA subsidies 		✓	

Initiatives Already Underway

- Rematch program for TNCs
- Advance immediate GT recommendations (garage utilization, re-match, entrance)
- Continuous Process Improvement exercise focused on airport roadway congestion
- Widen arrivals approach
- SR 518 Corridor study
- Express Bus studies



Ongoing initiatives will significantly reduce congestion and some will reduce carbon

Next Steps

Top 10 Strategies	Planning timeframe	Implementation timeframe
Multiple Variations of Express Bus Service	2018 –2019	1-3 yrs
Transportation Management Association (TMA)	2019	1-3 yrs
Information/Promotion of Transit	2018 –2019	1-3 yrs
Public-Private Partnerships for First/Last Mile Coverage	2019	1-3 yrs
Increase / preserve KCM RapidRide and ST Exp. Bus Service	2018 –2019	3-5 yrs
Ticket for Free Transit Ride/Ride-Free Area	2019	1-3 yrs
Incentives for Ride Share / Transit Loyalty Program	2019	1-3 yrs
Revenue Structures Anticipating Autonomous Vehicles	2020 – 2021	5-10 yrs
Airport Access Fees	2019 –2021	TBD
Restructure Employee Parking	2019 – 2020	1-3 yrs

Most of the top 10 strategies can be implemented in 1 to 3 years

Thank You

Appendix

Benchmarked Airports

US AIRPORTS

San Francisco

Los Angeles

Boston Logan

Minn.–Saint Paul

Denver

Miami

NON-US AIRPORTS

London Gatwick

Dublin

Copenhagen

London Heathrow



Comparing Among Similar Airports

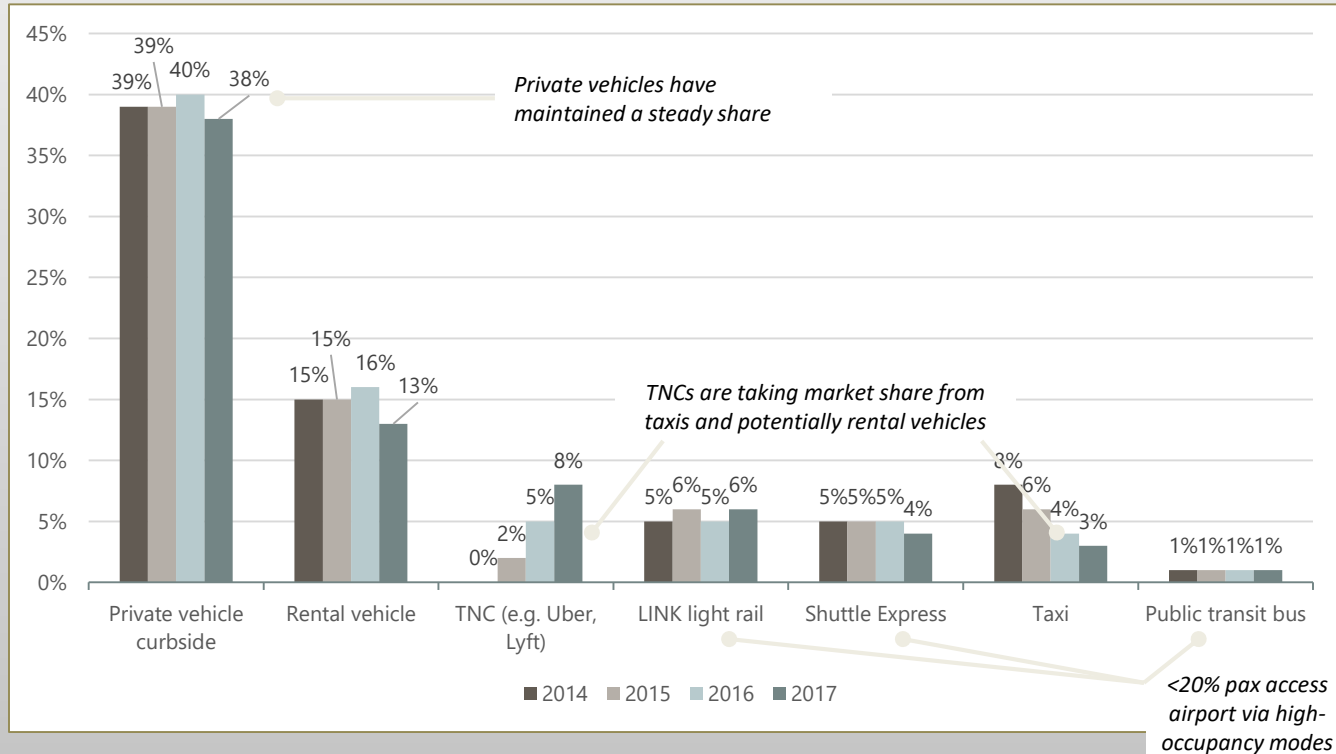
Transportation Mode	SEA (2017)	SFO (2017)	BOS (2016)
Private vehicle	46% ¹	26%	34%
Rental vehicles and off-airport parking	23%	21%	11%
TNC	8%	30%	14%
Taxi	3%	5% ²	10%
Limousine or town car	2%		
Non-HOV Modes	82%	82%	69%
Shuttles/vans or other commercial buses	11%	13%	17%
Public transit/express bus/parking and ride (SFO)	7%	5%	14% ²
HOV Modes	18%	18%	31%

1. Includes private vehicles parking, dropping off or passing through parking garage.

2. Includes limousines and town cars.

214

SEA Trends in Mode Share



SOURCE: Port of Seattle Business Intelligence, Enplaning Passenger Survey (2014-2017).

64 Candidate Strategies Evaluated for “People • Profit • Planet”

1. Reduce Traffic Congestion

Reduces traffic volumes, improves passenger throughput, and/or improves efficiency along the Airport drive and curbside.

2. Support Customer Choice

Increases access to ground transportation modes to/from the Airport.

3. Influence Mode Share

Reduces percent of travelers using single occupancy vehicles.

4. Fiscal Impact to Sea-Tac

Potential revenue source or offset to capital investment versus the annual operating costs.

5. Reduce Environmental Impacts

Reduces greenhouse gases, vehicle miles traveled (VMT), and promotes mass transit.

6. Feasibility

Potential to implement/whether the strategy been successfully implemented in other locations, and general comparative assessment of potential for positive ROI.

Top 10 Analyzed for Equity and Impacts

1. Qualitatively scores strategies for equity principles
2. Quantifies environmental benefits, capital costs, operating costs, and revenue impacts

Defining Equity Principles

- **Environmental:** Minimizes *disproportionate environmental impacts* on stakeholders
- **Economic:** Creates *small business growth and workforce development* in and around the airport while minimizing financial burden of accessing transportation options
- **Regional access and operations:** Provides *more modes of transportation* to the airport
- **Social:** Eliminate barriers to *equal opportunity for historically underserved groups*

Top 10 Strategies - Equity Trade-offs

STRATEGY	ECONOMIC	ENVIRONMENT	REGIONAL ACCESS & OPERATIONS	SOCIAL
Multiple Variations of Express Bus Service	✓	✓	✓	○
Tolling Curbside	X	✓	✓	○
Information / Promotion of Transit	✓	✓	✓	NA
Transportation Management Association (TMA)	○	○	✓	○
Restructure Employee Parking	NA	○	○	X

Several strategies support three of the equity principles but none meet all four

Top 10 Strategies - Equity trade-offs (*cont'd*)

STRATEGY	ECONOMIC	ENVIRONMENT	REGIONAL ACCESS & OPERATIONS	SOCIAL
Revenue Structures Anticipating Autonomous Vehicles	○	○	○	○
Public-Private Partnerships for First/Last Mile Coverage	✓	✓	✓	○
Increase / preserve KCM RapidRide and ST Express Bus Service	✓	✓	✓	○
Ticket for Free Transit Ride / Ride-Free Area	✓	✓	✓	○
Incentives for Ride Share/Transit Loyalty Program	✓	NA	NA	NA

Several strategies support three equity principles but none meet all four

Trips per Mode

Fewest Vehicle Trips
Per Air Passenger



Transit, Scheduled & Courtesy Buses, Shared-Ride Van, Airporters

HOV: Transit & Shared-Ride



Long-Term Parking

Parked Vehicles



Taxi, TNC, Limos

Curbside Vehicles

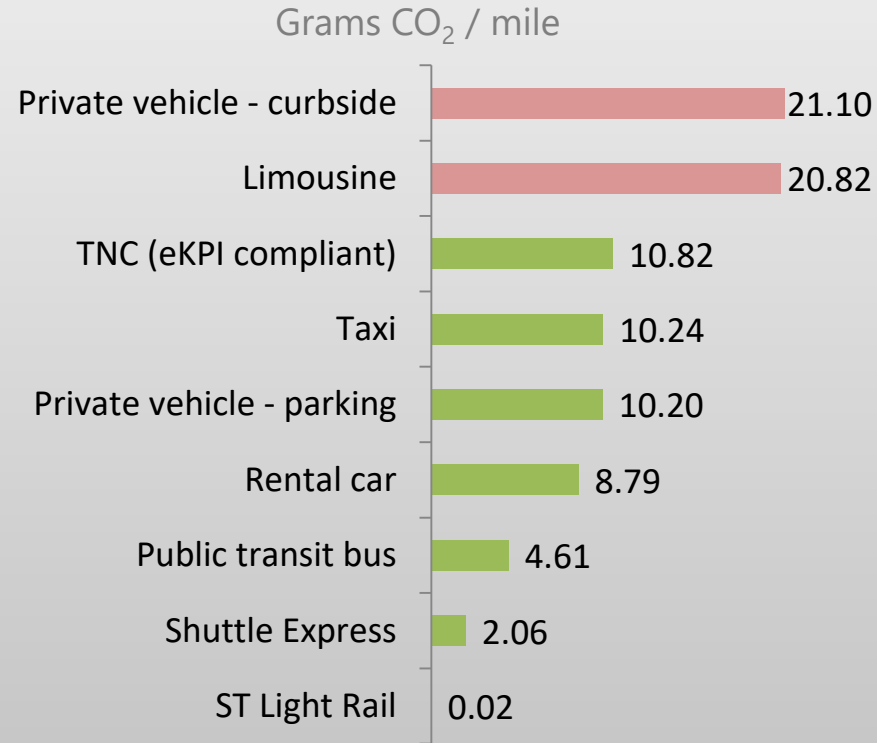


Drop-Off Pick-Up

Up to 4 Vehicle Trips
Per Air Passenger

Quantitative Analysis – Measurable Impacts

- Capital & operating costs
 - Estimated order of magnitude
- Vehicle miles traveled
 - Result of mode shift incurred
- Greenhouse gas emissions
 - Result of change in VMT



Quantitative Analysis of Top 10 Strategies

STRATEGY	Estimated Capital Cost	Estimated Operating Cost	Estimated Greenhouse Gases Reduced	Anticipated Revenue Impacts
Multiple Variations of Express Bus Service	○	X	X	○
Tolling Curbside	✓	✓	✓	✓
Information / Promotion of Transit	✓	✓	X	X
Transportation Management Association (TMA)	✓	✓	X	○
Restructure Employee Parking	✓	✓	X	✓

Key

Score	Capital / Operating Cost	GHG Reduction – tonnes/yr	Revenue Impact (Million \$ Annually)
✓	\$0 to \$2m	≥ 10,000	Source (+)
○	\$2 to \$10m	5,000 < 10,000	<\$1m Loss (-)
X	>\$10	<5,000	>\$1m Loss (-)

Most strategies perform well in two or more criteria but measurable impact requires combination of strategies

Quantitative Analysis of Top 10 Strategies, *cont'd*

STRATEGY	Estimated Capital Cost	Estimated Operating Cost	Estimated Greenhouse Gases Reduced	Anticipated Revenue Impacts
Revenue Structures Anticipating Autonomous Vehicles	✓	✓	○	✓
Public-Private Partnerships for First/Last Mile Coverage	✓	✓	X	X
Increase / preserve KCM RapidRide and ST Express Bus Service	○	○	X	○
Ticket for Free Transit Ride / Ride-Free Area	✓	✓	○	X
Incentives for Ride Share/Transit Loyalty Program	✓	✓	○	X

Key

Score	Capital / Operating Cost	GHG Reduction – tonnes/yr	Revenue Impact (Million \$ Annually)
✓	\$0 to \$2m	≥ 10,000	Source (+)
○	\$2 to \$10m	5,000 < 10,000	<\$1m Loss (-)
X	>\$10	<5,000	>\$1m Loss (-)

Most strategies perform well in two or more criteria but measurable impact requires combination of strategies

Top 10 Strategies Cumulative Benefits

- Potential cumulative benefit
 - Reduce 100 million vehicle miles traveled (VMT) per year
 - Reduce 42,000 tons carbon emissions per year
 - Remove over 2 million single occupancy vehicles from the road

Transportation Management Association

Description: Form a Sea-Tac Airport Transportation Management Association (TMA) with dedicated staff focused on Commute Trip Reduction and Transportation Demand Management strategies, such as ridesharing/matching, preferential parking for van and carpools, guaranteed ride home/emergency ride home program, and transit subsidy. Hold a quarterly TMA open-house for employees to attend and gain information on available commuting options.

Primary Benefits

- Provides employees with improved level of service and reliability for their commute.
- Encourages carpooling and ride sharing to access the Airport, reducing congestion from single-occupancy vehicle trips.
- Supports workforce job satisfaction.
- Mitigates environmental issues, especially greenhouse gas emissions, because of decreased single-occupancy vehicle trips.
- Expands the state-required program for having a Commute Trip Reduction Coordinator.
- There are very low (or no) capital costs.

Primary Drawbacks

- Limited potential for results (e.g. limited ability to reduce traffic congestion and air pollution).



Ground Transportation at Sea-Tac Airport

September 25, 2018

Briefing Outline

- Ground Transportation Framework
- Ground Transportation Initiatives currently underway
- Ground Transportation Access Plan (GTAP)
 - Objectives and approach
 - Context
 - Results
- Next Steps and Timeline

Port is implementing a range of ground transportation improvements and initiatives

Current Challenges

- Increasing roadway congestion
- Market disruptions
- Emerging ground transportation modes
- Social equity
- Environmental effects
- Infrastructure limitations



Anticipate increasing roadway congestion as demand increases

Framework



- Framework provides clear guidance about how to evaluate strategies and tactics
- Illustrates extent to which an approach achieves desired outcomes
- Applies to facilities, operations and regional strategies

Guiding Principles

- Consider overall environmental effects and reduce impacts where possible
- Improve customer experience by reducing roadway congestion
- Support customer choice for a range of transportation options to and from the airport
- Support living wage jobs and equal business opportunities
- Generate revenue to support region's needs for a sustainable airport, including leveraging existing infrastructure

Goals

- Reduce 2007 scope 3 GHG emissions* 50% by 2030 (to 79k)
 - *2017 Scope 3 GHG emissions*: 190,000 tonnes/year*
- Max 15 minute travel time – clock tower to curb or parking
 - *Port data will be leveraged to track travel time*
- Reduce private vehicle pickup/drop off to 30%
 - *Current mode share: 41%*
- Achieve social equity goals (support living wages and equal business opportunities)
- Ensure a first-class ground transportation operation for customers through financial sustainability

*From passenger vehicles

Ground Transportation Framework

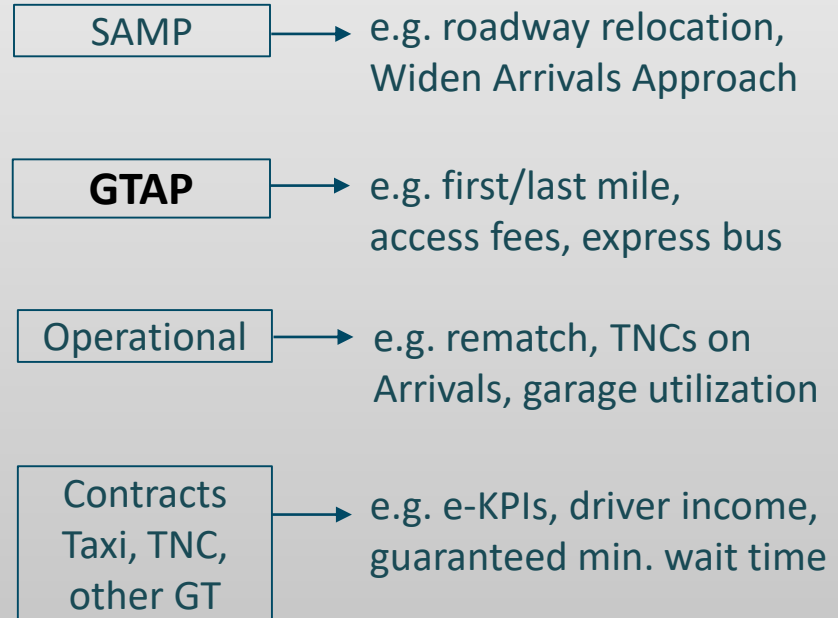
Guiding Principles

- Reduce environmental impact
- Reduce roadway congestion
- Support customer choice
- Social equity
- Generate revenue for sustainable airport

Goals

- 50% scope 3 reduction
- 15 minutes tower to curb
- 30% private vehicle pick-up/drop-off
- Social Equity
- Financial sustainability

Strategies and Tactics



Port policies provide guidance in all categories

Initiatives to Leverage Existing Infrastructure

- Continuous Process Improvement exercise focused on airport roadway congestion – shifted TNCs to Arrivals Drive in a.m. peak
- Evaluate immediate GT recommendations (e.g. garage utilization, alternate GT entrance)
- Express Bus/Eastside Baggage study
- Rematch program for TNCs
- Widen Arrivals Approach project
- SR 518 Corridor study
- Taxi RFP draft

Ongoing initiatives will significantly reduce congestion and some will reduce carbon

Ground Transportation Access Plan (GTAP)



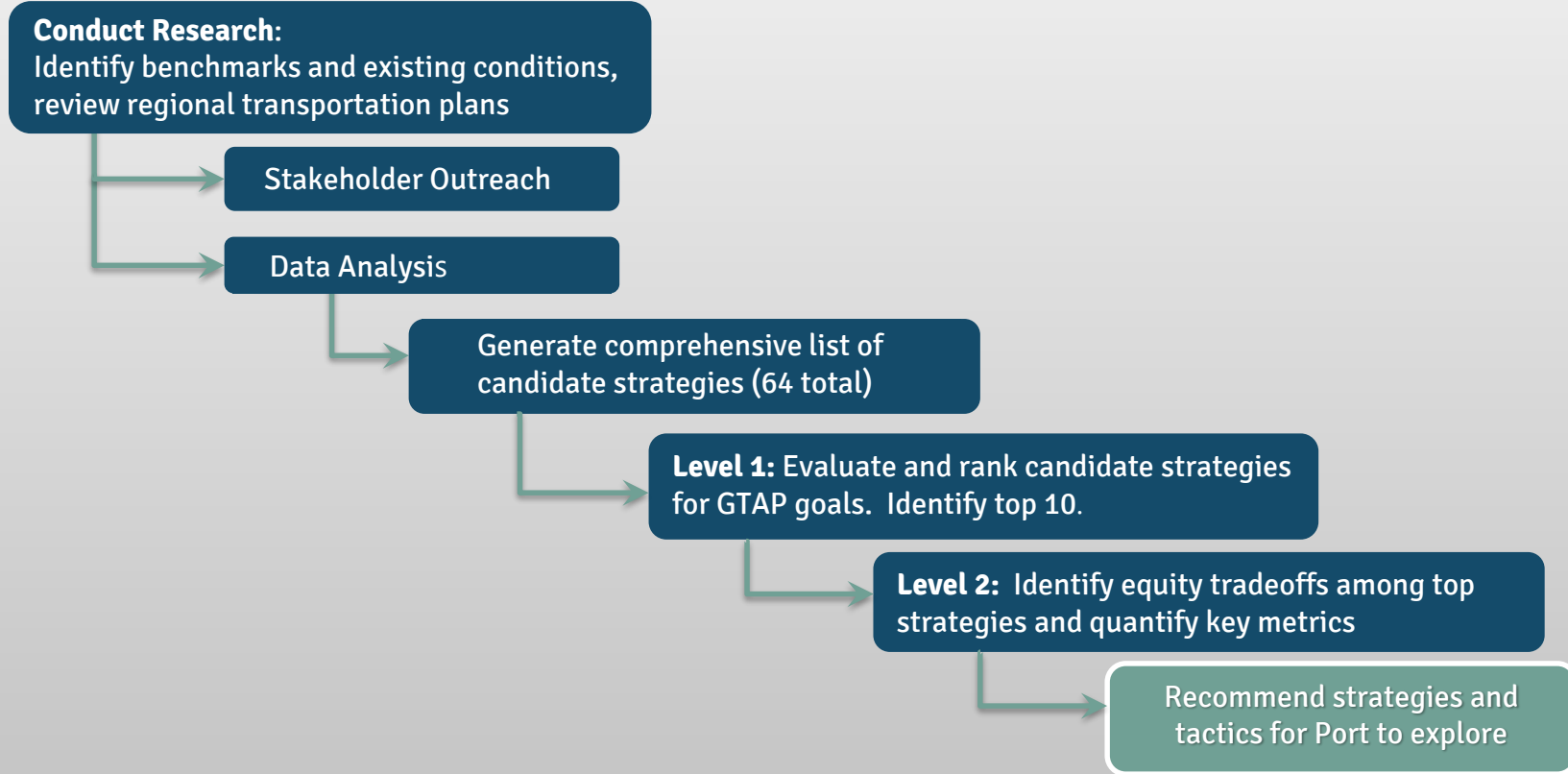
Study Objectives

- Increase **access to high occupancy modes** such as transit
- Advance transportation modes and programs to **foster social equity** and customer choice
- Consider the **financial/revenue** impacts of potential strategies.



GTAP objectives advance all three aspects of sustainability

Study Approach



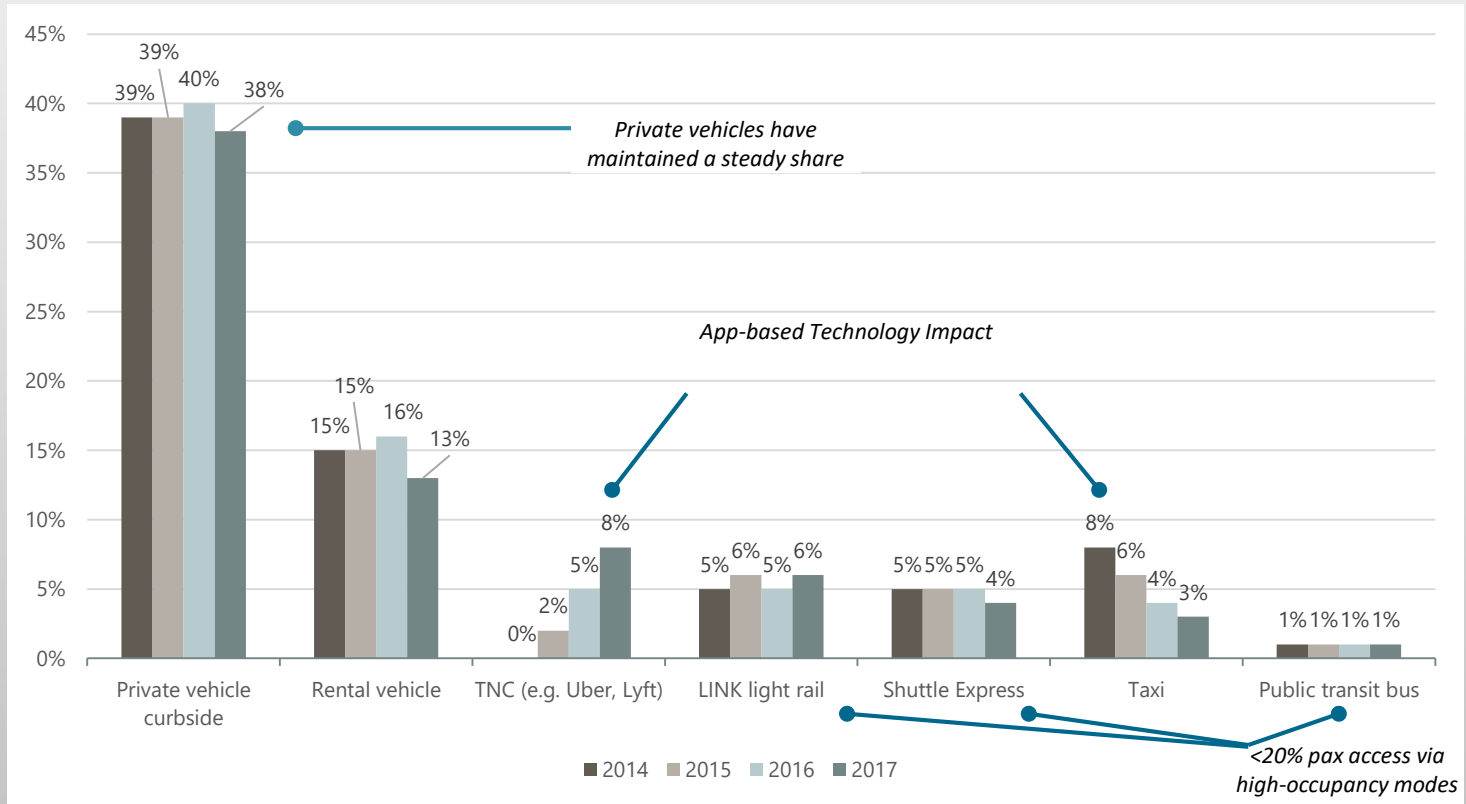
Confirming Principles

Ground Transportation Access Plan (GTAP)	Commission Study Session (July 10 th)
Improve regional access and operations	NA
Reduce environmental impacts	Environmental
Increase revenue	Affordability/increase revenue
Support customer choice	Increase customer service
Reduce traffic congestion	Reduce congestion
Social: reduce barriers to opportunity for historically underserved communities	Equity: protecting surrounding communities.
Provides economic opportunity	Economic opportunity for providers and contracted organizations

Strong correlation between GTAP study screening of strategies and Commission feedback

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SEA Trends in Mode Share



SOURCE: Port of Seattle Business Intelligence, Enplaning Passenger Survey (2014-2017). Does not reflect total mode share.

Current Mode Split

Travel Mode	% of Passengers
Private vehicle drop/pickup	41%
Airport Garage/off-airport parking	15%
TNC	9%
LINK Light Rail	6%
Taxi	3%
Public transit bus	1%
Other (charter, airporter, shuttle, rental cars)	25%

Private vehicle drop off/pick-up is highest mode with public transit bus least-used mode

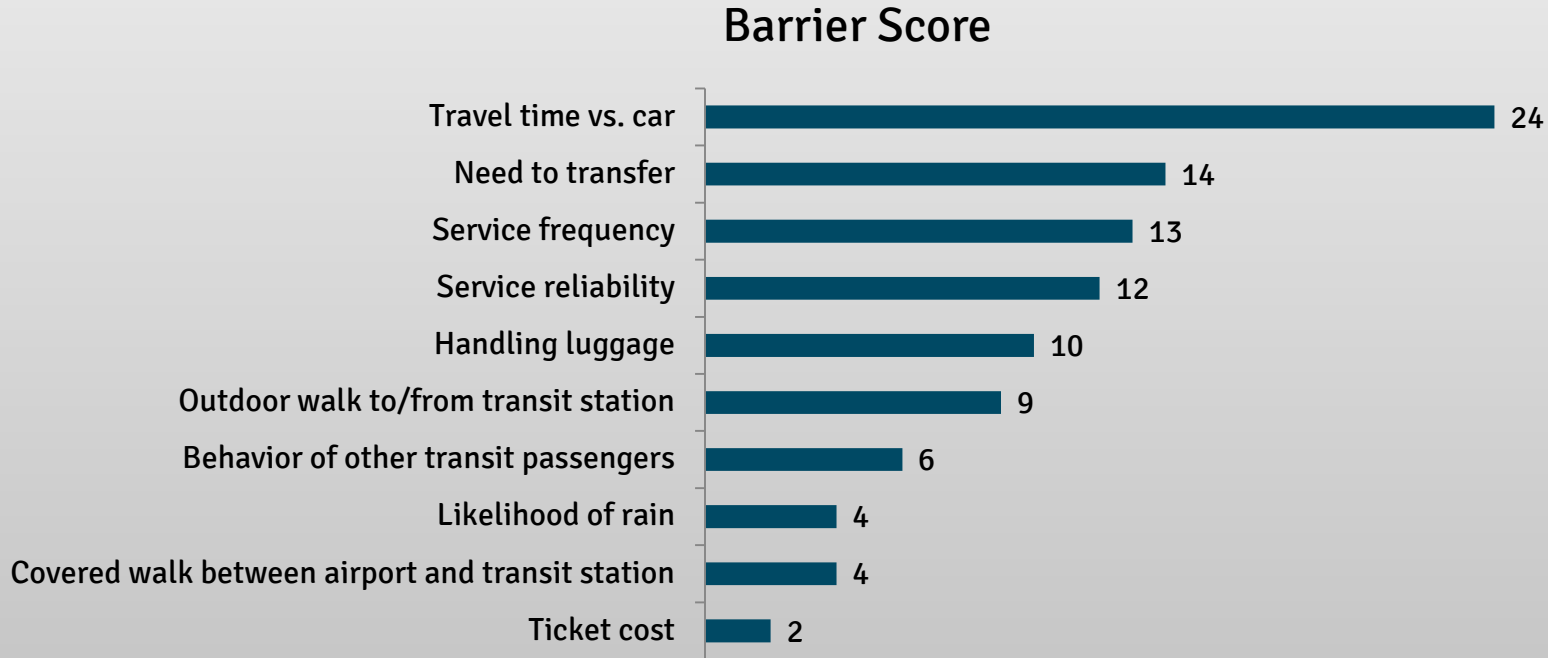
Consider Typical Airport Passenger...

- Extremely time-sensitive
- Relatively high income
 - 48% earn > 100K/yr
- Travels alone (55%)
- Flies thru SEA
 - 54% once or twice/year
- Trip origin
 - 70% SEA origin/destination



Passenger travel motivations are different from average road/rail commuter

Barriers to using Link Light Rail to and from the Airport



Top 10 GTAP Strategies and Tactics

- **Near-term Port initiatives:**
 - Express Bus/Eastside Baggage Service (feasibility study)
 - Form an airport-wide Transportation Management Association (TMA)
- **Partner with regional agencies to incentivize mode shift:**
 - Information sharing and promoting transit
 - Public-private partnerships for First/Last Mile Coverage
 - Increase/preserve King County Metro RapidRide and Sound Transit bus service
 - Offer ticket for free transit ride/ride-free area
 - Provide incentives (e.g., coupons) for ride-share and transit use
- **Further analyze:**
 - Revenue structures for autonomous vehicles (AVs)
 - Airport access fees
 - Restructuring Port employee parking

Each of the 10 strategies needs additional research and/or key partnerships

Next Steps

- **September 25, 2018:** Commission briefing on ground transportation framework and GTAP study
- **October 23, 2018:** Commission discussion/possible action on GT framework and briefing on taxi service options
- **November 13, 2018:** Commission discussion/possible action on taxi RFP
- **December 11, 2018:** Commission request for design authorization for Widen Arrivals Approach project
- **January 30, 2019:** Taxi RFP released
- **June 30, 2019:** Sign new taxi contract and 90 day transition for 10/1 start
- **September 30, 2019:** ESFH contract expires, contains holdover provisions and two (2) optional one-year extensions

Coordinated schedule to move forward with multiple initiatives

**MOTION 2019-03:
A MOTION OF THE PORT OF SEATTLE COMMISSION**

establishing a two-year pilot program for on-demand taxi/flat-rate for-hire service at Seattle-Tacoma International Airport.

**AMENDED AND ADOPTED
MAY 28, 2019**

INTRODUCTION

The Port of Seattle has utilized exclusive agreements to provide on-demand taxi and for-hire ground transportation services at Seattle-Tacoma International Airport for many years. The current agreement with the exclusive provider expires September 30, 2019. Port staff has explored new options for service and recommend a pilot program based on the policy framework of guiding principles for ground transportation services at Sea-Tac. These guiding principles are to support customer choice; provide social equity; ensure accessibility; and generate revenue for a sustainable airport, while reducing environmental impact and roadway congestion.

The recommended approach balances equity issues, existing environmental and congestion relief goals, and a minimum level of revenue to the port. During the two-year pilot program, port staff will further study a broad-based program across all surface transportation modes at the airport.

The Port of Seattle Commission is committed to making Sea-Tac the most accessible airport in the nation. With continued passenger growth at Sea-Tac, increasing population in the county, and an aging population, the Port of Seattle must ensure reliable, predictable, and high-quality wheelchair accessible services at Sea-Tac.

To support this new relationship with the industry, the commission finds that both the port and the on-demand taxi/flat-rate for-hire owner and operator community will benefit from a facilitated relationship that highlights driver voices and establishes direct and regular communication and consultation on operation of the on-demand transportation system. The input received can help resolve the day-to-day issues that arise and inform the development and outcomes of the pilot project.

TEXT OF THE MOTION

The Port Commission hereby directs the Executive Director to establish a two-year pilot program for on-demand taxi/flat-rate for-hire service at Seattle-Tacoma International Airport to include the following elements:

- (1) Vehicle owners currently offering on-demand taxi and flat-rate for-hire services will be retained during the pilot program through September 30, 2021.
- (2) The number of wheelchair-accessible vehicles shall be increased from 18 to 23. Additional wheelchair-vehicle operators will be chosen by lottery. The total number of vehicles will be limited to no more than 410.
- (3) Permits for every medallion will be issued by the Port of Seattle and will not be transferable. Prior to issuance of permits, the Port will obtain, maintain, and update complete vehicle ownership information on every vehicle.
- (4) Owners may associate with any dispatch company.
- (5) The port will collect an all-inclusive, per-trip fee of \$6/trip.
- (6) The port will contract separately for curb management services, which includes passenger loading assistance, holding lot and queue management, equal access to rotation of shifts among on-demand operators as outlined in current operating procedures, and oversight of adherence to vehicle and operating rules and requirements by owners/drivers.
- (7) The Executive Director shall report to the commission within 30 days of adoption of this motion on airport signage, physical accessibility and wayfinding (both digital and print formats) to ground-transportation services for disabled passengers, and the status of implementation of the primary recommendations of the 2017 Open Doors report. Full implementation of the 2017 Open Doors Primary Recommendations of pages 70-71 of the report shall be made a high priority for completion within 18 months from adoption of this motion.
- (8) The port shall develop a reporting system with the ground-transportation curbside manager to compile records of complaints and other service comments for operations within the airport, including information on actions taken in response to complaints and comments.
- (9) The port will work with King County to install signage in vehicles operating in the airport on-demand fleet that lists contact information for reporting of complaints and other service comments directly to the port and assure that all complaints are reported to the Port of Seattle.

- (10) There shall be quarterly outreach to owners and drivers for feedback and input on the pilot program.
- (11) The curbside manager will track and maintain records of the following:
 - (a) Wait time sampling of vehicle pick-ups
 - (b) Number of accessible trips and wait times
 - (c) Number of trips per operator
 - (d) Complaints lodged against operators and disposition
 - (e) Passenger service comments
- (12) The Executive Director shall report to the commission on the operation of the pilot program, including customer service and provision of accessible services, outreach to people with disabilities and the general public, and any recommendations for revisions, in one year from adoption of this motion.
- (13) To improve accessible services, the port will develop a plan for wheelchair-accessible transportation services at the airport to increase awareness and use of the on-demand fleet and conduct research on potential improvements of accessible transportation services to and from the airport, including collection of data on pre-arranged airport transportation services.
- (14) The commission directs the Port of Seattle Executive Director to engage with the on-demand taxi/flat-rate for-hire owner and operator community at Seattle-Tacoma International Airport to develop an agreement or memorandum of understanding that will recognize a voluntary organization with at least five years of experience as a not-for-profit organization operating in the state of Washington, that has an established process for worker involvement in decision making, and that can demonstrate support of at least 60 percent of operators included in the pilot project.
- (15) The voluntary organization and the port, along with other interested drivers and owners, will explore the development of a process, available to all drivers and owners, for input on the pilot program on items such as performance of the permit relationship between the port, its curbside manager, and the owner/driver community, including scheduling, compliance, dispute resolution, and other issues related to management of the system.

STATEMENT IN SUPPORT OF THE MOTION

The port has extensively researched options for on-demand systems at the airport. The port conducted and participated in three major multi-year, consultant-supported ground transportation studies from 2015-2018 (Leigh Fisher – 2015, Transportation Research Board – 2015, Ricondo – 2017/2018). The Leigh Fisher and Ricondo work were supported by significant

stakeholder outreach and identified best practices for ground transportation models across the country and included recommendations for Sea-Tac Airport.

The port also held three public presentations on October 25, 2018, and two public presentations on February 15 and one on February 28, 2019. Stakeholder representation included multiple owner-operators, drivers, transportation network companies (TNCs, or rideshares), dispatch companies, Teamsters, and other industry representatives.

ORDER NO. 2021-04

AN ORDER OF THE PORT OF SEATTLE COMMISSION

to extend the on-demand taxi and flat rate for hire service pilot program at Sea-Tac International Airport until September 30, 2022.

**ADOPTED
APRIL 13, 2021**

INTRODUCTION

In recognition of the prolonged impact of the pandemic on the on-demand taxi and flat rate for-hire service, the Commission finds that it is necessary to extend the two-year pilot program created in 2019 for one year. The extension to September 30, 2022, assures stability in airport operating conditions, will avoid unnecessary disruption, and allows for more time to analyze the outcomes of the program.

TEXT OF THE ORDER

The Port Commission hereby directs the Executive Director to extend the on-demand taxi and flat-rate for-hire service pilot program at Seattle-Tacoma International Airport, as described in Motion 2019-03, until September 30, 2022.

Item No. 11a supp

Meeting Date: December 13, 2022

On-Demand Taxi/Flat Rate Program Briefing

December 13, 2022

Briefing Agenda

- History/Industry Changes
- Pilot Program
- Stakeholder Outreach
- Post-Pilot Program Recommendation
- Next Steps



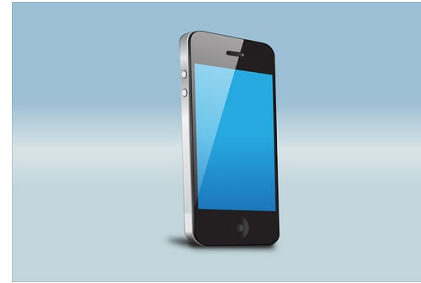
History

Taxi/Flat Rate Contracts and Features 1989 to 2022

Contract	Term	Vehicles	Trips per Year
Sea-Tac International Taxi Association (STITA)	1989 - 2009 (exclusive)	165	696,000 (est. 2009)
Puget Sound Dispatch/dba Yellow Cab	2010 - 2016	239 (+pool of 60)	960,000 (2015-peak)
Eastside for Hire/SP Plus (ESFH)	2016-2019	405 (three pools of 135)	760,000 (2017)
Pilot Program	2019-Current	409 (three pools of 136)	264,110 (2021)

Industry Changes

- Smartphone technology
 - Rideshare (TNC) applications



- King County/City of Seattle Regulations
 - Taxi vs. flat-rate for-hire



- Commission-approved relief
 - Eastside For Hire agreement (2017 and 2018)

Pilot Program

- Resolution 3759 – (July 2019)

- Motion 2019-03 (May 2019)

Ground Transportation Framework

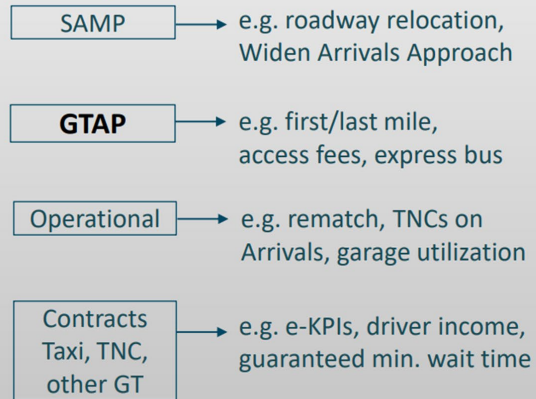
Guiding Principles

- Reduce environmental impact
- Reduce roadway congestion
- Support customer choice
- Social equity
- Generate revenue for sustainable airport

Goals

- 50% scope 3 reduction
- 15 minutes tower to curb
- 30% private vehicle pick-up/drop-off
- Social Equity
- Financial sustainability

Strategies and Tactics



Port policies provide guidance in all categories

7

- Retention of current owners with non-transferable agreements (approximately 409)
- Direct agreement with SEA and direct payment of all-inclusive \$6.00 per trip fee
- Open dispatch company affiliation
- SEA manages and pays for curbside management services
- Recognition of a voluntary organization with monthly meetings and feedback opportunities
- Quarterly stakeholder outreach

Stakeholder Outreach/Feedback on Pilot Program

Frequently heard feedback:

- Concerns over short trips and surcharge changes
- Requests to implement a minimum fare
- Operators continue to affiliate with own dispatch company
- Maintain existing fleet size
- Allow ability to transfer agreement to others
- Port should oversee curbside management
- Continue trip fee payment directly to the Port + “pay as you go” system
- Concerns about fare differences between metered and flat-rate cabs
- Requests to continue coordination with Voluntary Organization
- Concerns related to implementation of a virtual queue system

Outreach recap:

- Outreach sessions: 17 (12 in-person, 5 via Zoom)
- 3 online surveys
- Monthly meetings with the Voluntary Organization



Post Pilot Program Recommendation

Program Area	Elements
Permitting/Composition of Fleet	<ul style="list-style-type: none"> • Three year direct relationship with current medallion holders • Free affiliation with dispatcher of choice • No transferability
Fee/Cost to Operate/Technology	<ul style="list-style-type: none"> • Year 1: \$6 per pick-up, then re-evaluate level for years 2 and 3 • Direct payment from driver to SEA • Explore virtual queue options with operators • SEA contracts and pays for curbside management
Driver's Voice Future	<ul style="list-style-type: none"> • Continue quarterly stakeholder outreach • Retain Driver Voice via monthly meeting with Voluntary Organization • SEA works on development of a job training program



Next Steps

- Commission Briefing – 12/13 (today!)
- Stakeholder outreach/education – end of Q4 2022/early Q1 2023
- Public communication/outreach – Q1 2023
- Implement operational and contractual changes – Q1 2023
- Targeted implementation date – 4/1/23

Questions/Comments

- Thank you to all involved:
 - Owners/Operators
 - Voluntary Organization
 - Port Staff/Commission
 - Maul Foster & Alongi
 - InterVISTAS
 - King County/City of Seattle



[RETURN TO AGENDA](#)

COMMISSION
AGENDA MEMORANDUM
BRIEFING ITEM

Item No.	11b
Date of Meeting	December 13, 2022

DATE: December 6, 2022

TO: Stephen P. Metruck, Executive Director

FROM: Sabrina Bolieu, Regional Government Relations Manager, External Relations
 Dave Kaplan, Local Government Relations Manager, External Relations
 Nate Caminos, Government Relations Director, External Relations

SUBJECT: Briefing on 2023 Local, Regional and Community Engagement Policy Priorities

EXECUTIVE SUMMARY

Port of Seattle government relations staff worked with Commissioners, executive team members, internal subject matter experts, and external stakeholders to develop local, regional and community engagement policy priorities and partnerships to guide Port advocacy efforts to fulfill our mission to promote economic opportunities and quality of life in the region by advancing trade, travel, commerce and job creation in an equitable, accountable and environmentally responsible manner.

Throughout 2022, staff worked to execute the 2022 regional and local policy priorities. Progress was made on many of the priorities, and current and future priorities will continue to be pursued over the next several years.

For 2023, the Local & Regional Policy Priorities are organized under the Century Agenda Goals and Objectives. The Century Agenda is the directional compass for the Port of Seattle that was introduced in 2012 and updated in 2017 and again in 2020.

These priorities are accomplished through the development of relationships with local jurisdictions and regional organizations, by both staff and elected officials, resulting in the partnerships necessary to successfully accomplish the Port's goals. Regional engagement through such organizations as the Puget Sound Regional Council, the Sound Cities Association, and others are a necessity to build these relationships.

2023 LOCAL AND REGIONAL POLICY PRIORITIES

Port of Seattle Century Agenda Goals

Goal 1: Position the Puget Sound as a premier international logistics hub

Objective 1: Meet the Puget Sound region's international trade and cargo needs in an efficient and sustainable manner

- T-5 Phase 2 Agreements
- T-46 Tenancy

Objective 2: Support the continued success and competitiveness of the NWSA

- Support alignment of goals with the Northwest Seaport Alliance
- Assure no net loss of Industrial Lands
- Identify ownership opportunities along the waterfront

Meeting Date: December 13, 2022

Goal 2: Advance this Region as a Leading Tourism Destination and Business Gateway

Objective 3: Continuously improve the operational efficiency and customer experience as SEA

Objective 4: Strengthen the competitiveness of SEA in the regional and global markets

- Continue to educate the local communities on the SAMP NTP, and opportunities to engage on the release of the environmental reviews

Objective 5: Meet the region's air transportation needs by delivering vital facilities and infrastructure in a sustainable and cost-effective manner

Goal 3: Responsibly Invest in the Economic Growth of the Region and all its Communities

Objective 6: Increase career and business opportunities for local communities in all port-related industries

- Promote tourism, including responsible outdoor recreation
- Small Business Export Accelerator
- Advocate for Youth Maritime Workforce Development, CORE plus, and the Seattle Maritime Academy
- Help promote the Community Business Connector initiative
- Expand Green Job opportunities

Objective 7: Advance maritime industries through innovation, strategic investment and capable management of Port facilities

- Explore the Port's involvement and use of Port facilities for alternative fuels, including hydrogen production, storage & distribution
- Explore the use of Port facilities to support Off-shore Wind development
- Explore strategic investments in land acquisition countywide

Objective 8: Expand the economic, cultural and community benefits of Cruise Operations while preserving industrial lands

- Help lead on development of a Green Corridor for Cruise
- Continue to explore expanding opportunities for local and diverse businesses in supplying goods and services to the cruise industry
- Support the Duwamish Valley Community Equity Program

Goal 4: Be the Greenest and Most Energy-Efficient Port in North America

Objective 9: Meet all increased energy needs through conservation and renewable sources

Objective 10: Meet or exceed agency requirements for stormwater leaving Port-owned or operated facilities

Objective 11: Reduce air pollutants and carbon emissions

- Advance waterfront electrification efforts, such as shore power at Pier 66
- Foster the Clean Truck Program
- Continue to further the development of Sustainable Aviation Fuels at SEA
- Support the Kelp – Seaweed Collaborative

Meeting Date: December 13, 2022

- Support decarbonization of shipping

Objective 12: Restore, create, and enhance 40 additional acres of habitat in the Green/Duwamish habitat

- Steward Maritime Parks, especially those in the Duwamish to support port values and better serve near port communities
- Meet the Port's obligations for cleanup and remediation of all sites, including the East Waterway, to meet the health and equity goals of the Duwamish Valley and nearby areas.

Goal 5: Become a Model for Equity, Diversity & Inclusion

Objective 13: Increase utilization of WMBE and DBE firms and eliminate disparity of access to opportunities

- Further WMBE and Diversity in Contracting
- Minority Business Accelerator
- Support feasibility study surrounding development of a South King County Public Market

Objective 14: Ensure that all internal and external programs, structures and practices provide equitable opportunities for all

- Meet regularly with Tribal leaders and affiliated organizations in the state and region to build, strengthen and sustain the government-to-government and community-to-community relationships with the Port of Seattle.
- Finalize the Tribal Memorandum of Agreements (MOA) and
- Further discussions and negotiations with Native American tribal governments or tribal governments' supported entities, such as the Northwest Indian Fish Commission, in hopes of creating mutually beneficial agreements and partnerships between the port and those tribal governments.
- Hold an interjurisdictional meeting with the Beacon Hill, Georgetown, and South Park communities
- The Office of Equity, Diversity, and Inclusion will lead internal efforts and provide technical support to Port divisions and departments in order to advance the Port's Century Agenda via equity best practices and environmental justice principles

Objective 15: Advance regional workforce development in port-related industries to provide equitable access to quality careers

- Tribal Engagement Internship Program
- Duwamish Valley Community Equity Program
- Expand Green Jobs strategies in Port sectors, support regional coordination efforts (i.e. inter-governmental, public-private partnerships) for green jobs workforce development
- Support career connected learning programs and education institutions (Seattle Maritime Academy, Maritime High School, Career and Technical Education (CTE) programs)
- Continue to support equitable access for BIPOC communities and women into quality jobs in port sectors with investments in outreach training, retention, navigation

Meeting Date: December 13, 2022

- Support stronger collaboration with regional agencies, the regional workforce development boards, and USDOT
- Develop stronger industry relations to ensure effective placement of youth and adults into “in-demand” jobs
- Lead conversations with public agencies and employers on developing best practices for respectful work sites to support retention of historically underrepresented workers in Port-related industries.

Goal 6: Be a Highly Effective Public Agency⁷⁵

Objective 16: Advance the Port's dedication to employee engagement, safety, innovation, and financial stewardship

Objective 17: Foster an environment of transparency, accountability, respect, leadership, and fairness to give Port staff the tools to be exceptional public servants

Objective 18: Partner and engage with external stakeholders to build healthy, safe and equitable communities

- Engage with local and regional partners and identify opportunities for collaboration on how to replace infrastructure, in transitioning away from fossil fuels
- Continue to advocate for PFAS Transition to Fluorine free foam
- Advocate for the long-term health of North SeaTac Park through an invasive and ecological assessment
- Develop the Port’s environmental justice principles with internal and external stakeholders to achieve equal protection and equal enforcement of environmental laws and regulations, advance environmental and health hazard mitigations strategies, and ensure meaningful community engagement for healthier communities.

Objective 19: Set the standard for high-quality, cost-effective, and timely delivery of capital programs

- SEA Pre-Conditioned Air Systems Optimization
- Explore partnerships for SEA Bike & Pedestrian Commuter Improvements
- Continue the work of the Sound Insulation program to meet the 2026 goal

ATTACHMENTS

(1) Presentation

Draft 2023 Local and Regional Policy Priorities Commission Briefing

Sabrina Bolieu, Regional Government Relations Manager, External Relations
Dave Kaplan, Local Government Relations Manager, External Relations
Nate Caminos, Director of Government Relations, External Relations



Overview

- 2022 Priorities Advancement
 - Progress made on advancing Port priorities in 2022
- 2023 Priorities track with the Port's Century Agenda Goals and Objectives
 - Priorities aligned in furtherance of the six Century Agenda Goals
- Next Steps
 - Incorporate Commission feedback
 - Seek adoption at January 10 meeting



2022 Local & Regional Priorities Advancement

- West Seattle Bridge Agreement, addressing funding and truck parking
- Washington State Afghan Refugee Resettlement Effort
- Launching the Community Business Connector Initiative
- Obtaining local jurisdiction support and participation in the effort to combat Human Trafficking
- Educated and engaged South King County jurisdictions on Workforce Development in a variety of venues, including the Highline Forum

2023 Local & Regional Policy Priorities

Century Agenda Goal 1: Position the Puget Sound as a premier international logistics hub

- Work to facilitate full use of Port facilities (T-5 Phase 2, T-46 Tenancy)
- Support the alignment of goals with the Northwest Seaport Alliance
- Assure no net loss of industrial lands, and identify opportunities to expand ownership along the waterfront



2023 Local & Regional Policy Priorities

Century Agenda Goal 2: Advance this Region as a Leading Tourism Destination and Business Gateway

- Continuously improve operational efficiency and customer experience at SEA
- Strengthen the competitiveness of SEA in regional and global markets
- Meet the region's air transportation needs by delivering vital facilities and infrastructure in a sustainable and cost-effective manner.



2023 Local & Regional Policy Priorities

Century Agenda Goal 3: Responsibly Invest in the Economic Growth of the Region and all of its Communities

- Promote tourism, including responsible outdoor recreation
- Educate local communities about business support and opportunities, such as the Small Business Export Accelerator, Community Business Connector Initiative, and opportunities to supply goods and services to the Cruise industry
- Spearhead the development of a Green Corridor for Cruise



2023 Local & Regional Policy Priorities

Century Agenda Goal 3: Responsibly Invest in the Economic Growth of the Region and all of its Communities

- Advocate for Youth Maritime Workforce Development, CORE plus, and the Seattle Maritime Academy
- Explore the Port's involvement and use of Port facilities for alternative fuels, including hydrogen production, storage, distribution, and support for Off-Shore Wind development
- Support the ongoing work of the Duwamish Valley Community Equity Program



2023 Local & Regional Policy Priorities

Century Agenda Goal 4: Be the Greenest and Most Energy-Efficient Port in North America

- Support decarbonization of the waterfront, including shore power at Pier 66, shipping decarbonization, and fostering the Clean Truck Program
- Support decarbonization of the airport, including the development of Sustainable Aviation Fuels at SEA
- Support the Kelp-Seaweed Collaborative



2023 Local & Regional Policy Priorities

Century Agenda Goal 4: Be the Greenest and Most Energy-Efficient Port in North America

- Steward Maritime Parks, especially those in the Duwamish, to support Port values and better serve near-Port communities
- Meet the Port's obligations for cleanup and remediation of all sites, including the East Waterway, to meet the health and equity goals of the Duwamish Valley and nearby areas.



2023 Local & Regional Policy Priorities

Century Agenda Goal 5: Become a Model for Equity, Diversity, and Inclusion

- Further WMBE and Diversity in Contracting
- Minority Business Accelerator
- Support a feasibility study surrounding development of a South King County Public Market
- Hold an interjurisdictional meeting with the Beacon Hill, Georgetown, and South Park communities
- Tribal Engagement Internship Program
- Duwamish Valley Community Equity Program



2023 Local & Regional Policy Priorities

Century Agenda Goal 5: Become a Model for Equity, Diversity, and Inclusion

- Expand Green Jobs strategies in Port sectors, support regional coordination efforts (i.e. inter-governmental, public-private partnerships) for green jobs workforce development
- Support career connected learning programs and education institutions (Seattle Maritime Academy, Maritime High School, Career and Technical Education (CTE) programs)
- Continue to support equitable access for BIPOC communities and women into quality jobs in Port sectors with investments in outreach, training, retention, and navigation



2023 Local & Regional Policy Priorities

Century Agenda Goal 5: Become a Model for Equity, Diversity, and Inclusion

- Lead conversations with public agencies and employers on developing best practices for respectful work sites, to support retention of historically under-represented workers in Port-related industries
- Modeling the Port's EDI Goals to partner with and support local jurisdictions in our collaborative efforts to become a more equitable, diverse, and inclusive region.



2023 Local & Regional Policy Priorities

Century Agenda Goal 6: Be a Highly Effective Public Agency

- Engage with local and regional partners and identify opportunities for collaboration on how to replace infrastructure, in transitioning away from fossil fuels
- Continue to advocate for PFAS transition to Fluorine-free foam
- Advocate for the long-term health of North SeaTac Park through an invasive and ecological assessment



2023 Local & Regional Policy Priorities

Century Agenda Goal 6: Be a Highly Effective Public Agency

- Develop the Port's environmental justice principles with internal and external stakeholders to achieve equal protection and equal enforcement of environmental laws and regulations, advance environmental and health hazard mitigations strategies, and ensure meaningful community engagement for healthier communities
- SEA Pre-Conditioned Air Systems Optimization
- Explore partnerships for SEA bike and pedestrian commuter improvements
- Continue the work of the Sound Insulation Program to meet the 2026 goal



Next Steps

- Now through January 10 – Incorporate feedback
- January 10 – Seek Commission adoption
- Meetings with other jurisdictions and key stakeholders to share top priorities and the local and regional focus for the year

QUESTIONS?

RETURN TO AGENDA