



COMMISSION REGULAR MEETING AGENDA

April 11, 2023

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 720 875 791#

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. Executive Director Performance Review. **(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, April 11, 2023. **(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.

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

- 8a. Approval of Minutes of the Regular Meeting of March 28, 2023. **(no enclosure) (now at p.4)**
- 8b. Approval of the Claims and Obligations for the Period March 1, 2023, through March 31, 2023, Including Accounts Payable Check Nos. 947452 through 947940 in the Amount of \$6,534,720.24; Accounts Payable ACH Nos. 053145 through 054028 in the Amount of \$49,273,319.38; Accounts Payable Wire Transfer Nos. 016007 through 016030 in the Amount of \$13,426,365.55; Payroll Check Nos. 206047 through 206490 in the Amount of \$190,455.92; and Payroll ACH Nos. 1124399 through 1131010 in the Amount of \$21,553,736.83, for a Fund Total of \$90,978,597.92. **(memo enclosed) (p.14)**
- 8c. 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 Non-Sworn Communication Supervisors at the Police Department for the Port of Seattle Covering the Period from January 1, 2023, through December 31, 2025. **(memo and agreement enclosed) (p.17)**
- 8d. Authorization for the Executive Director to Execute Up to Two Indefinite Delivery, Indefinite Quantity (IDIQ) Contracts for Regulated Materials Management Services to Support Project, Operational and Safety Needs of All Port Divisions and the Northwest Seaport Alliance, for a Total Amount Not-To-Exceed \$3,000,000, and a Contract Ordering Period of Five Years. **(memo enclosed) (p.59)**
- 8e. Authorization for the Executive Director to Advertise and Execute a Major Works Construction Contract to Replace Elements of Dock-E at Harbor Island Marina and Increase its Current Vessel Loading Capacity, for a Total Requested Amount of \$3,955,000, and a Total Authorization Amount of \$5,000,000. **(memo, design approach, and presentation enclosed) (p.64)**
- 8f. Authorization for the Executive Director to Complete the Design of the Keys for Card Readers Project at Seattle-Tacoma International Airport, and to Advertise and Award a Major Works Construction Contract for its Construction in the Total Estimated Project Cost of \$2,900,000. (CIP# C801185) **(memo enclosed) (p.88)**
- 8g. Authorization for the Executive Director to Approve Additional Funding in the Amount of \$350,000 for Construction Completion and Closeout of the Central Waterfront Elevator Modernization Project, for a Total Estimated Project Cost Not-to-Exceed \$3,818,000. (CIP# C801016) **(memo enclosed) (p.93)**

10. NEW BUSINESS

- 10a. Adoption of Resolution No. 3812: A Resolution Establishing an Equity Directive to Guide the Integration of Equity, Diversity, Inclusion, and Belonging into the Port's Practices and Policies and to Move our Work Beyond Compliance and Mandates towards Long-Term Commitment and Sustainable Systems Change. **(memo, resolution w Exhibit A, and previous 03/28/23 presentation enclosed) (p.95)**

- 10b. Order No. 2023-05: An Order of the Port of Seattle Commission to Develop a Language Access Policy and Plan that Ensures Inclusion of Non or Limited English Speakers, Including those who are Hard of Hearing or Deaf, in the Use of Port Services and Facilities; and the Portwide Implementation of a Plan Directing Divisions with Publicly-Facing Public Services to Offer Language Assistance Services Including Translation and Interpretation. ([order](#) and [presentation](#) enclosed) (p.116)

11. PRESENTATIONS AND STAFF REPORTS

- 11a. Diversity in Contracting Annual Report Annual Report. ([memo](#) and [presentation](#) enclosed) (p.124)

12. QUESTIONS on REFERRAL to COMMITTEE and CLOSING COMMENTS

13. ADJOURNMENT



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**APPROVED MINUTES
COMMISSION REGULAR MEETING
MARCH 28, 2023**

The Port of Seattle Commission met in a regular meeting Tuesday, March 28, 2023. 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 Sam Cho.

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 12:05 p.m. Commission President Cho led the flag salute.

3. APPROVAL of the AGENDA

The agenda was approved as amended without objection. *(Items 8b and 8c were pulled from the Consent Agenda, to be discussed separately.)*

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

Opposed: (0)

4. SPECIAL ORDERS OF THE DAY – None.

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 discussions held at the Waterfront and Industrial Lands Committee meeting held on March 20, 2023; the Aviation and the Sustainability, Environment, and Climate Committee meetings held respectively on March 21, 2023;

Digital recordings of the meeting proceedings and meeting materials are available online – www.portseattle.org.

the Equity and Workforce Development Committee meeting held on March 22, 2023; and the external Highline Forum meeting also held on March 22, 2023.

Waterfront and Industrial Lands Committee

On March 20, 2023, Commissioners Felleman and Calkins convened the Waterfront and Industrial Lands Committee. During the meeting they received an update on the City of Seattle's industrial lands zoning and provided direction to staff.

Aviation Committee

On March 21, 2023, Commissioner Calkins and Mohamed met as members of the Commission's Aviation Committee where they received updates on ways the Port is encouraging employees and travelers to take more environmentally sustainable modes of transportation included in our Ground Transportation Access Plan. Topics included a Transportation Management Association, the results of a mode choice modeling study, and other active transportation options the Port is considering.

Sustainability, Environment, and Climate Committee

On March 21, 2023, Commissioners Hasegawa and Felleman convened the Sustainability, Environment, and Climate Committee where they were briefed on two topics related to cruise and tools the Port has to influence its business partners to reduce their environmental impacts. The first item was on cruise Memorandums of Understanding. Staff are currently in discussion with individual cruise lines and Washington State Department of Ecology on re-signing the agreement, and the Port will be party to the longstanding agreement that includes requirements for water quality protections that exceed current regulations along with provisions for an annual public meeting to provide transparency and accountability. The second item discussed was the cruise preferential berthing agreement and leases. The committee was briefed on the Port's overall strategy for agreement and lease negotiation with cruise partners, potential environmental terms and considerations, and progress to date. Commissioners shared the importance of shore power use while cruise ships are at berth and encouraged staff to consider incentivizing cruise line partners to further advance sustainability outcomes.

Equity and Workforce Development Committee

On March 22nd, Commissioners Hasegawa and Calkins convened the Equity and Workforce Development Committee. Commissioners reviewed the staff-proposed definition of "equity-related resources" in the Port's budget. This work is called for in the yet-to-be-passed Equity Policy Directive. Commissioners also received a review of a dashboard displaying staff created data after combing through the Port's recent budgets and finding items that could fall under the proposed definition. Commissioners gave feedback that the definition and criteria for equity-related resources should explicitly include a broad range of marginalized groups. Regarding data on past equity spending, Commissioner Hasegawa requested that this data be disaggregated by impacted group, to the extent possible. Commissioner Calkins also asked that any capital equity spending be separated out from the other equity spending, to remove some volatility from year-to-year spending comparisons.

Highline Forum

On March 22, 2023, Community Co-Chair Des Moines Mayor Matt Mahoney chaired the Highline Forum, with Commissioner Fred Felleman in attendance. Arif Ghouse, SEA's new Chief Operating Officer, provided a comprehensive update on Upgrade SEA and noted SEA received an award from Skytrax as the Best Airport in North America for 2022 and 2023. Violeta Vega, Program Manager for Businesses Ending Slavery and Trafficking (BEST) Alliance, presented on how to identify human

trafficking, and steps that can be taken to stop or prevent it. The Port's Clare Gallagher provided the update on StART, including the FAA's Neighborhood Environmental Survey, the work of the Aviation Noise and Federal Policy Working Groups.

7. PUBLIC COMMENT

Public comment was received from the following individual(s):

- The following people spoke in support of Agenda Item 10d, Resolution No. 3812, establishing an Equity and Diversity Policy Directive for the Port of Seattle: Jermaine Murray; Delmas Whitaker; Peter Gishuru; Wendy Reiter; Sameth Mell; Hayward Evans (written comments submitted); Sofia Aragon, City of Burien Mayor (written only comments submitted); Cynthia Delostrinos Johnson, Tukwila City Councilmember (written comments submitted); Seatac City Deputy Mayor Senayet Negusse (written only comments submitted).
- The following people spoke regarding harmful affects of cruise and the recent International Council on Clean Transportation report: Peggy Printz and Iris Antman.
- The following people spoke in opposition to potential plans to make the upcoming waterfront bicycle path cross Alaskan Way in two locations, noting efficiency and safety concerns: Douglas Ollerenshaw (written only comments submitted) and Donna McBain Evans.

[Clerk's Note: All written comments are combined and attached here as Exhibit A.]

4. SPECIAL ORDERS OF THE DAY – None.

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 March 14, 2023.

8b¹. ~~Authorization for the Executive Director to Execute a Consultant Service Agreement in an Amount Not to Exceed \$500,000 to Provide Services for the Development of Waterfront Design and Environmental Standards.~~

~~Request document(s) included an agenda memorandum.~~

8c². ~~Authorization for the Executive Director to Advertise and Execute a Major Works Construction Contract in the Amount of \$440,000 to Demolish the Fishermen's Terminal Bank Building (C-12), for a Total Project Cost of \$496,000.~~

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

8d. Authorization for the Executive Director to Execute Contract(s) for Long-Lead Major Electrical Equipment for the Maritime Industrial Center Electrical Infrastructure

¹ Agenda Item 8b was removed from the Consent Agenda and addressed separately.

² Agenda Item 8c was removed from the Consent Agenda and addressed separately.

Replacement Project in the Amount of \$1,800,000, and a Total Estimated Project Cost of \$6,780,000. (CIP# C801241).

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

- 8e. Authorization for the Executive Director to Authorize \$815,000 to Complete Design and Permitting for the Corrosion Protection Projects at Bell Harbor Marina and Pier 66, Including Overall Cathodic Protection Replacement and South Apron Pile Wrap for a Total Estimated Project Cost of \$4,500,000. (CIP#s C800539 and C800517)**

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

- 8f. Authorization for the Executive Director to Execute a Change Order to Contract MC-0320697 P69 Underdock Utilities Extending the Duration by 280 Calendar Days for Impacts Due to Supply Chain Delivery Delays of Critical Electrical Equipment; to Approve a Change of Scope to Provide a Larger Electrical Panel to Allow for Future Expansion of Vessel Shore-Power; and to Increase Authorization in the Amount of \$675,000, for a Total Authorization Amount of \$4,475,000 (CIP# C801102)**

Request document(s) included an agenda memorandum.

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

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

Opposed: (0)

ITEMS REMOVED FROM THE CONSENT AGENDA

- 8b. Authorization for the Executive Director to Execute a Consultant Service Agreement in an Amount Not-to-Exceed \$500,000 to Provide Services for the Development of Waterfront Design and Environmental Standards.**

Request document(s) included an agenda memorandum.

Presenter(s):

Joanna Hingle, Assistant Engineering Director, Engineering General Services

Clerk Hart read Item 8b into the record.

Executive Director Metruck introduced the item and presenters.

Commission and Staff discussion ensued regarding use of the Sustainable Evaluation Framework, exceeding the minimum requirements, and incorporating the city into coordination of elements in the waterfront development.

8c. Authorization for the Executive Director to Advertise and Execute a Major Works Construction Contract in the Amount of \$440,000 to Demolish the Fishermen's Terminal Bank Building (C-12), for a Total Project Cost of \$496,000.

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

Presenter(s):

Kelly Purnell, Capital Project Manager IV, Waterfront Project Management
Kyra Lise, Director of Real Estate Development and Economic Development
Jessica Carlson, Senior Real Estate Manager, Marina Office & Retail Management

Clerk Hart read Item 8c into the record.

Executive Director Metruck introduced the item and presenters.

Commission and Staff discussion ensued regarding:

- how much the Gateway project budget was spent before it was cancelled;
- how much of the demolition of Fisherman's Terminal occurred under the old project;
- if there is any historical value to the bank building; and
- if design changed for the Maritime Innovation Center.

The motion, made by Commissioner Mohamed, to approve Agenda Items 8b and 8c, carried by the following vote:

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

Opposed: (0)

10. NEW BUSINESS

10a. Industrial Development Corporation Annual Meeting – Approval of Minutes, Designation of Officers, and Annual Report for 2022.

Request document(s) included a packet and minutes for approval.

Presenter(s):

Ian Burke, Senior Financial Analyst Corporate, Finance and Budget
Scott Bertram, Manager, Finance and Budget

Clerk Hart read Item 10a into the record.

Commission President Cho noted that the IDC is a separate financing entity and the Commission acts as Directors when holding the Annual Meeting of the IDC.

[Clerk's Note: At this time, the Commission meeting recessed, and the Industrial Development Corporation convened its annual meeting of 2021. Director Cho called the meeting to order at 1:02 p.m.]

Executive Director Metruck introduced the item and presenters.

APPROVAL OF MINUTES

The minutes of the April 26, 2022, Annual IDC Meeting were approved as presented, without objection.

DESIGNATION OF OFFICERS

Director Cho read the slate of 2023 Directors into the record.

A motion, made by Director Hasegawa, for approval of the slate of 2023 Industrial Development Corporation Directors, carried by the following vote:

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

Opposed: (0)

The designated Directors for the IDC are as follows: Director Calkins, Director Cho, Director Felleman, Director Hasegawa, and Director Mohamed.

Ian Burke, Senior Financial Analyst, provided the annual report of the Industrial Development Corporation (IDC). The report addressed activity and status of the IDC in 2022.

Discussion ensued regarding remaining IDC projects and associated timelines to pay off debt.

[Clerk's Note: Director Cho adjourned the annual meeting of the IDC without objection and the regular business meeting of the Port of Seattle Commission reconvened at 1:06 p.m.]

10b. Authorization for the Executive Director to Execute a Memorandum of Understanding with King County that Formalizes the County's Funding Support and Participation in the International Public Market Feasibility Study, with an Estimated Project Cost of \$199,000.

Request document(s) included a memo, memorandum of understanding, and presentation.

Presenter(s):

Annie Tran, Economic Development Manager, Economic Development Administration

Dave McFadden, Managing Director, Economic Development Division

Clerk Hart read Item 10b into the record.

Executive Director Metruck introduced the item and presenters.

A presentation was provided to the Members of the Commission. The presentation addressed:

- the request for Commission approval for the Executive Director to execute a Memorandum of Understanding (MOU) with King County that formalizes the County's funding of \$50,000 to support and participate in the International Public Market feasibility study;
- the Port of Seattle and King County are interested in conducting a feasibility study surrounding the concept of developing of an International Public Market facility in South King

- County that will: attract tourists and visitors, provide a gathering space, showcase local cultural attributes, and support economic development and entrepreneurship for small businesses (with an emphasis on supporting small ethnic businesses);
- the MOU also establishes a partnership with King County to manage the feasibility study including participation in the Request for Proposals (RFP) selection process and project advisory committee; and
 - scope of the study and timeline.

Members of the Commission and staff discussed:

- South King County marketing, economic development, and tourism opportunities;
- being intentional about the need and business input into the project study;
- if the market is envisioned to be seasonal or full-time;
- siting, including in the study;
- co-locating the market near light rail facilities for access purposes;
- marketing as a potential tourist destination; and
- being open to the results of the study.

Members of the Commission thanked Commissioner Mohamed for her leadership on the project study.

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

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

Opposed: (0)

10c. Authorization for the Executive Director to Authorize \$156,400,000 for Phase B Construction, to Authorize the Transfer of \$1,559,000 from the Main Terminal Low Voltage Program, to Authorize \$3,100,000 for Final Design Addressing Existing Building Code Compliance, and to Execute a Tenant Reimbursement Agreement with Alaska Airlines, Inc. for this Portion of the Work of the North Main Terminal Redevelopment Program at Seattle-Tacoma International Airport, for a Requested Amount of \$159,500,000 and a Total Estimated Project Cost of \$550,000,000.

Request document(s) included a memo and presentation.

Presenter(s):

Jeff Moken, Senior Manager Airline Affairs and AV Properties, AV Business and Properties
Alan Olson, Capital Project Manager V, AV Project Management Group
Alex Porteshawver, Environmental Programs Manager, AV Environmental Programs Group

Clerk Hart read Item 10c into the record.

Executive Director Metruck introduced the item and presenters.

A presentation was provided to the Members of the Commission. The presentation addressed:

- the SEA Gateway project – part of Upgrade SEA;
- collaboration between the project team, External Relations, and Customer Experience teams for SEA, and Communications and Operations teams for Alaska Airlines;

- updates to be communicated pre-construction with advertising and media tours, social media, and information on the website project;
- partnership with Alaska Airlines communications and marketing;
- program background;
- program drivers;
- status of project progress;
- cost breakdown and schedule;
- program risks and mitigation; and
- construction barricades at baggage claim.

Members of the Commission and staff discussed:

- tenant impacts and relocations;
- bringing options back to the Commission with the application of the Sustainable Evaluation Framework;
- art installations during the construction;
- forecasted growth driving project need and levels of service;
- no expansion of the airport footprint included in the project;
- protection for airport workers' positions in view of new technological automations;
- communications surrounding the project;
- mitigating impacts and tenant reimbursement agreements; and
- if there are construction impacts on neighboring communities.

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

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

Opposed: (0)

10d. Introduction of Resolution No. 3812: A Resolution Establishing an Equity Directive to Guide the Integration of Equity, Diversity, Inclusion, and Belonging into the Port's Practices and Policies and to Move Our Work Beyond Compliance and Mandates Towards Long-Term Commitment and Sustainable Systems Change.

Request document(s) included a memo, draft resolution w Exhibit A, and presentation.

Presenter(s):

Bookda Gheisar, Senior Director, Office of Equity, Diversity, and Inclusion
Tyler Emsky, Commission Office Strategic Advisor, Commission Office
Beth Britz, Senior Manager, Port Construction Services Construction Operations
Kenneth Lyles, Director, Maritime Operations and Security

Clerk Hart read Item 10d into the record.

Executive Director Metruck introduced the item and presenters.

A presentation was provided to the Members of the Commission. The presentation addressed:

- background, history, and actions of the Port to establish Equity, Diversity, and Inclusion in the culture of the Port;
- elements of the proposed Equity Policy Directive;

- highlights of the directive; and
- post-listening session elements incorporated into the directive based on feedback received.

Change team members - Beth Britz, Senior Manager, Port Construction Services Construction Operation and Kenneth Lyles, Director, Maritime Operations and Security – spoke regarding their involvement in Port equity and diversity efforts and their experience in working on the Change Team on the Equity Policy Directive resolution.

Members of the Commission acknowledged the work of the policy directive team, the Office of Equity, Diversity, and Inclusion, the Change Team, and the Port overall to incorporate equity, diversity, and inclusion into its culture and business practices.

Members of the Commission and staff discussed:

- compensating community members who input into the process for their time and experience;
- equity in environmental issues;
- measuring equity investments;
- contracting and partnering with the Port for small businesses; and
- communicating procedural changes to community based organizations.

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

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

Opposed: (0)

11. PRESENTATIONS AND STAFF REPORTS

11a. SEA Stakeholder Advisory Round Table (StART) 2022 Annual Report.

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

Presenter(s):

Lance Lyttle, Managing Director, Aviation Director's Office
Jeff Harbaugh, StART Community Representative
Eric Schinfeld, Senior Manager, Federal and International Government Relations
Marco Milanese, Senior Program Manager Community Engagement, External Relations
Brian Scott, StART Facilitator

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

Executive Director Metruck introduced the item.

The presentation addressed:

- 2022 StART accomplishments and efforts;
- perspective from community representatives;
- purpose and organization of StART;
- development of the forum in consultation with Highline Forum member cities, Alaska Airlines, Delta Airlines, and the FAA;
- 2022 accomplishments of the Aviation Noise Working Group;

- the aviation near-term noise action agenda – initiatives and focus in 2023; and
- shared Federal policy priorities.

Jeff Harbaugh, Burien, StART Community Member spoke regarding his experience working with StART.

Members of the Commission and staff discussed:

- the meeting format for StART;
- the StART Steering Committee governing meeting format, organization, and membership;
- addressing night airplane noise; and
- incorporating exit interviews with outgoing StART committee members.

Commission Mohamed requested that the Port write a letter to the FAA asking them to meet with the Vashon Island community.

12. QUESTIONS on REFERRAL to COMMITTEE and CLOSING COMMENTS

Members of the Commission recognized Holy Week observations. They also recognized the Port's designation as the Best Airport in North America for the second year.

13. ADJOURNMENT

There was no further business and the meeting adjourned at 4:00 p.m.

Prepared:

Attest:

Michelle M. Hart, Commission Clerk

Fred Felleman, Commission Secretary

Minutes approved: April 11, 2023



**COMMISSION
AGENDA MEMORANDUM**

Item No. 8b

ACTION ITEM

Date of Meeting April 11, 2023

DATE: April 3, 2023
TO: Steve Metruck, Executive Director
FROM: Eloise Olivar, AFR Senior Manager Disbursements
SUBJECT: **Claims and Obligations –March 2023**

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 March 1st through 31st, 2023 as follows:

Payment Type	Payment Reference Start Number	Payment Reference End Number	Amount
Accounts Payable Checks	947452	947940	\$ 6,534,720.24
Accounts Payable ACH	053145	054028	\$ 49,273,319.38
Accounts Payable Wire Transfers	016007	016030	\$ 13,426,365.55
Payroll Checks	206047	206490	\$ 190,455.92
Payroll ACH	1124399	1131010	\$ 21,553,736.83
Total Payments			\$ 90,978,597.92

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 April 11, 2023

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 March 2023, over \$69,234,405.17 in payments were made to nearly 771 vendors, comprised of 2,567 invoices and over 9,809 accounting expense transactions. About 91 percent of the accounts payable payments made in the month fall into the Construction, Employee Benefits, Payroll Taxes, Contracted Services, Utility Expenses, NWSA Construction Payments, Janitorial Services, Sales Taxes, Software and Maintenance Inventory. Payroll expense for the month of March was \$21,744,192.75.

Top 15 Payment Category Summary:

Category	Payment Amount
Construction	29,260,436.14
Employee Benefits	9,201,339.03
Payroll Taxes	8,705,083.98
Contracted Services	6,070,852.96
Utility Expenses	2,616,689.21
NWSA Construction Payments	1,730,311.09
Janitorial Services	1,633,708.25
Sales Taxes	1,298,745.79
Software	1,203,718.12
Maintenance Inventory	965,457.99
Legal	670,383.12
Environmental Remediation	565,328.28
Membership Dues	517,202.42
Parking Taxes	488,786.17
Furn & Equip Purchase	425,304.01
Other Categories Total:	3,881,058.61
Net Payroll	21,744,192.75
Total Payments:	\$90,978,597.92

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 April 11, 2023, 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

April 11, 2023

DATE: April 5, 2023

TO: Stephen P. Metruck, Executive Director

FROM: Mikel O’Brien, 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, Teamsters, Representing Non-Sworn Communication Supervisors**

Total Port Cost Increase for the Duration of the Agreement: \$90,492

ACTION REQUESTED

Request Commission 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 Non-Sworn Communication Supervisors at the Police Department for the Port of Seattle covering the period from January 1, 2023, through December 31, 2025.

EXECUTIVE SUMMARY

Good faith bargaining between the International Brotherhood of Teamsters, Local 117, representing Non-Sworn Communication Supervisors and the Port of Seattle resulted in a fair collective bargaining agreement consistent with the Port’s priorities.

There are currently three (3) Non-Sworn Communication Supervisors, and one vacant position, employed at the Port of Seattle who are assigned to the Port of Seattle Police Department. Non-Sworn Communication Supervisors are assigned to the Port of Seattle Police Department and supervise the Police/Fire Communications Specialists in the 911 call Center.

This agreement is for three years covering the period from January 1, 2023, through December 31, 2025. The estimated total additional cost for wages and benefit increases is \$90,492.

The estimated cumulative cost per year of the contract is: year one, \$42,780; year two, \$26,059 and year three, \$21,653.

COMMISSION AGENDA – Action Item No. 8c

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The cost is based upon a Cost of Living increase in year one of the agreement, plus an additional three percent (3.0%); a Cost of Living increase in year two of the agreement, plus an additional two percent (2.0%); and a Cost of Living increase in year three of the agreement, plus an additional one percent (1.0%).

The cost also consists of a 4.3% increase in health insurance in year one of the agreement and an estimated 4.0% increase in health insurance in years two and three of the agreement.

Other additions to the agreement consist of 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; an addition to the hours of work section of the agreement that specifies that work schedules shall be selected annually by seniority no later than December 15th.

The holiday provision was modified to reflect a pool of holiday hours with 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. Employees in the bargaining unit medical premium contributions will increase from \$125 per month to \$150 per month effective in year two of the agreement. The longevity provision in the agreement was adjusted to allow employees to receive longevity credit for the duration of their employment with the Port.

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 bargain wages, hours and conditions of employment with the exclusive bargaining representative designated by the employees.

DETAILS

Term of the Agreement

Retroactive to January 1, 2023, through December 31, 2025.

FINANCIAL IMPLICATIONS

Wages

Classification	Service Time	Effective 1/1/23 Base Hourly Rate (COLA) + 3.0%	Effective 1/1/24 Base Hourly Rate (Estimated +3.0% COLA) + 2.0%	Effective 1/1/25 Base Hourly Rate (Estimated 3.0% COLA) + 1.0%
Non-Sworn Communications Supervisor	Entry	\$50.25	\$52.76	\$54.86
	1 Year	\$53.04	\$55.69	\$57.91
	2 Year	\$55.83	\$58.62	\$60.96

Employees were provided with a Cost of Living increase in year one of the agreement based on the Seattle/Tacoma/Bellevue CPI-U (All Urban Consumers) October 2021 to October 2022 Index (effective January 1, 2023), plus an additional three percent (3.0%) increase; an estimated 3.0% Cost of Living increase in year two of the agreement based on the Seattle/Tacoma/Bellevue CPI-U (All Urban Consumers) October 2022 to October 2023 Index (effective January 1, 2024), plus an additional two percent (2.0%) increase; and an estimated 3.0% Cost of Living increase in year three of the agreement based on the Seattle/Tacoma/Bellevue CPI-U (All Urban Consumers) October 2023 to October 2024 Index (effective January 1, 2025), plus an addition one percent (1.0%) increase.

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 two of the agreement. Total employee medical contribution will therefore increase to one hundred fifty dollars (\$150) per month effective in year two of the agreement.

COMMISSION AGENDA – Action Item No. 8c

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Holiday

Employees will be 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 holiday leave hours twice a year, June and December, with a limit of not more than seventy (70) 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.

Longevity

Employees in the bargaining unit only received Longevity credit based on their time in the bargaining unit. The longevity provision has been modified to allow for longevity credit to include the entire time the employee has been employed with the Port.

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).

Cost Impact \$	Year 1	Year 2	Year 3
Pay	\$33,841	\$20,728	\$16,185
Benefits	\$8,939	\$5,331	\$5,468
Total New Money	\$42,780	\$26,059	\$21,653
Total Cumulative Cost	\$42,780	\$68,839	\$90,492

The estimated total additional cost to the Port of Seattle for the duration of the contract is \$90,492.

ATTACHMENTS TO THIS REQUEST

- (1) Collective Bargaining Agreement

COMMISSION AGENDA – Action Item No. 8c

Meeting Date: April 11, 2023

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PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

None

PORT OF SEATTLE WHAT IF PACKAGE PROPOSALS

**February 23, 2023 – 1125
SETTLEMENT AGREEMENT**

COLLECTIVE BARGAINING AGREEMENT

By and Between



Port of Seattle

And

Teamsters Local Union No. 117

**Affiliated with the
International Brotherhood of Teamsters**

**Representing
Police Non-Sworn Supervisors**



Term of Agreement

January 1, – December 31,

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 POLICE AGREEMENT **NON-SWORN SUPERVISORS**

ARTICLE 1 – PURPOSE OF AGREEMENT

This mutual Collective Bargaining Agreement (hereinafter referred to as the Agreement) has been entered into by the International Brotherhood of Teamsters, Local No. 117 (hereinafter referred to as the Union), and the Port of Seattle (hereinafter referred to as the Port), which may hereinafter be referred to as the 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 the classification of Police Non-Sworn Supervisors, which includes the job titles as set forth in Appendix A.

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 MEMBERSHIP

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 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 save the Port harmless against any liability, which may arise by reasons of any action(s) taken by the Port to comply with the provisions of 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

Democrat, Republican, Independent Voter Education (DRIVE). Both the Port and Local 117 agree to reopen the contract on DRIVE if any other Local 117 bargaining group with the Port of Seattle negotiate contract language in their respective contract on this issue at any time during the term of this agreement.

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 AND UNION COMMUNICATION

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.

Bargaining unit members are expected to comply with Port policies relating to the use of Port equipment and systems. In no circumstance shall use of the Port's equipment interfere with operations and/or service to the public.

Stewards and Union staff may use the Port's electronic mail system for communications related to contract administration to the extent that such use complies with applicable Port policies. The Parties understand and agree that there is no expectation of privacy of electronic mail messages.

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 Agreement providing a specific benefit or perquisite to 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;
- (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 – SENIORITY AND REDUCTION IN FORCE

9.01 An employee's seniority date shall be the date of hire in the Port. The probationary period for any employee appointed to a classification under this Agreement shall be for the twelve (12) calendar months following such appointment. The probationary period may be extended at the discretion of the Chief of Police (hereinafter referred to as the Chief) if the probationary employee has been absent due to bona fide illness or other legitimate reason. If an employee, who has promoted to the bargaining unit from a Police Communication Specialist or a Police Specialist position, fails to pass the probationary period, the employee shall be allowed to return to his/her former position provided there is an opening available. An employee returning to a former position under these circumstances shall resume their seniority within the former bargaining unit as if continuously employed there.

9.02 Seniority shall prevail in the event of a layoff; thus, the last employee hired in a classification shall be the first laid off. 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. Employees who are separated from employment before the completion of their probationary period shall not be subject to recall rights as outlined in this Article.

9.03 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.

9.04 Vacation scheduling shall be done so that seniority is the primary consideration. Vacation scheduling shall be by Department Policy and Procedures.

9.05 Seniority shall only be broken in the event of retirement, voluntary quit, failure to return from an approved leave of absence, layoff exceeding one (1) year, or discharge for just cause.

9.06 A seniority list shall be provided to the Union on request.

ARTICLE 10 – JURY DUTY

10.01 When an employee is called for, and serves, on jury duty, that employee shall, during such service period, receive full regular compensation from the Port,. Port compensation for service under this Section only applies to absence from scheduled work hours.

10.02 Communications Supervisors shall be assigned to a Monday through Friday workweek on day shift schedule for the period of jury duty service. Upon final release from jury duty, the Communications Supervisor will return to his/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 Communications Supervisor regularly scheduled to work night shift shall be required to work on the night shift immediately following the conclusion of jury duty.

10.03 If an employee is released from jury service prior to the end of his/her scheduled work hours, the employee shall immediately call in to work and report to duty or use vacation time to cover the remaining hours. At management's discretion, an employee may work from home to cover the remaining hours.

10.04

10.05 For service as a subpoenaed witness on a Port-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.

10.06 Communication Supervisors who are lateral hires from within the State of Washington will be compensated for their appearances for their prior jurisdiction. Management shall adjust the employee's schedule to accommodate the appearance and avoid payment of overtime.

10.07 This Article shall not apply to either grievances or arbitrations, which are defined in Article 22 of this Agreement.

ARTICLE 11 – BEREAVEMENT LEAVE

11.01 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.

11.02 "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, aunts and uncles. In special circumstances, the Chief and/or Human Resources may include other relatives in the definition for purposes of bereavement leave.

11.03 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.

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

ARTICLE 12 – HOURS OF WORK AND OVERTIME

12.01 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.

12.02 Communication Supervisor. The normally scheduled workday shall be no less than eight (8) hours, at the discretion of the Chief or designee; provided, the employee shall be entitled to at least two (2) consecutive days off, and the Department shall provide the employee at least fourteen (14) days advance notice of schedule changes, except during a bona fide emergency. The workday shall include, at a minimum, a paid mealtime of thirty (30) minutes, a paid fifteen (15) minute rest period before mealtime, and a paid fifteen (15) minute rest period after mealtime. Employees may work alternative work schedules with the mutual agreement of management, and the Union. . Annually and for the term of the contract, no later than

December 15th of each year, work schedules shall be selected by bargaining unit seniority order.

12.04 Overtime Pay and Exceptions. Hours worked in excess of the normal workday, or the normal forty (40) hour workweek, shall be compensated for at the overtime rate of one and one-half (1½) of the employee's regular straight time rate of pay (see Appendix A). All compensated hours shall apply to workdays and/or work weeks for the qualification of overtime; however, holiday cash-out pay, as specified in Article 14.02(b)(2), shall not count as hours worked or compensated for calculation of overtime thresholds.

12.05 There shall be no compounding or "pyramiding" of overtime pay.

12.06 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.

12.07 In the event that an employee is called back to work from mealtime and is not provided a meal period of reasonable duration later in the scheduled workday, such employee shall receive overtime pay for the remainder of the mealtime not taken. If an employee independently and without proper authorization elects not to take a mealtime, such employee shall not receive overtime payment for the mealtime missed.

12.08 Approval for Overtime Work. Authority for approval of any overtime work shall be limited to Departmental management or its designees.

12.09 Cellular Phones & Stand-By. Employees may be required by the Department to carry and monitor cellular phones while off-duty. If an employee is specifically directed by a supervisor to be available and on stand-by for a specific assignment, such employee shall be considered available for work within one (1) hour, and will be compensated at ten percent (10%) of their straight-time hourly rate for each hour so assigned.

12.10 Call-Back. In the event that overtime, 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.

12.11 Training. The normal workweek and normal workday for employees may be modified to accommodate training or educational requirements.

ARTICLE 13 – VACATION

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

13.01 Scheduling of Vacation Leave. At any time after the successful completion of six (6) months of employment, regular permanent employees may request and use vacation leave of up to the number of hours accrued at the time of the desired vacation date, subject to the approval of the Manager or designee. Seniority shall be considered in accordance with Departmental procedures when scheduling vacations. Normally, requests for approval of vacation schedules shall be made to the Manager or designee on a vacation request form thirty (30) days or more in advance; more notice may be required by the Manager or designee when necessary to provide for proper scheduling of personnel.

13.02 Limits on Accumulating Vacation Leave. Vacation leave accumulation shall be limited to four hundred eighty (480) hours.

13.03 Rates of Accrual. Effective upon ratification between the parties, eligible employees shall receive vacation accruals based upon a pro rata share of a full-time work schedule. Vacation leave is earned as follows:

(a) 96 Hours of Vacation. Based on the first day of employment, from the first (1st) full day of employment up to and including the forty-second (42nd) full month of employment, permanent employees shall accrue vacation 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, eligible employees shall accrue vacation 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 and thirty-second (132nd) full month of continuous employment, eligible employees shall accrue vacation 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.

(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, eligible employees shall accrue vacation 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-eighth (228th) full month of continuous employment, eligible 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 months = 168 hours per year).

(f) 176 Hours Vacation. From the two hundred twenty-ninth (229th) full month, to and including the two hundred fortieth (240th) full month of continuous employment, eligible employees shall accrue vacation leave at the rate of fourteen and sixty seven hundredths (14.67) 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, eligible 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 Vacation. From the two hundred fifty-third (253rd) full month, to and including the two hundred sixty-fourth (264th) full month of continuous employment, eligible 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), to and including all subsequent full month of continuous employment, eligible employees shall accrue vacation 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).

13.04 Payment for Vacation Leave at Termination. Upon termination, regular permanent employees shall receive pay in lieu of unused vacation based on limitations stated above and as further limited by this Section.

Employees shall receive, upon termination, pay in lieu of unused vacation up to the limits as prescribed above. However, at their option, such employees may elect to take paid service time in lieu of termination pay.

Employees who terminate active employment before completing six (6) months of employment shall receive no vacation pay. Pay for unused vacation leave shall be computed through the last day of employment.

13.05 Cash Out Option. Employees may cash-out vacation leave according to the limits and procedures for the cash out of paid time off (PTO) as applied to non-represented

employees. The Union shall be notified of changes to the limits and procedures affecting vacation leave cash out.

ARTICLE 14 – HOLIDAYS

14.01 Effective at the signing of this Agreement, for the Police Administrative Supervisor, twelve (12) paid holidays shall be recognized and observed, as follows:

New Year’s Day	January 1 st
Martin Luther King’s Birthday	Third Monday in January
Presidents’ Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25 th
One “Floating” Holiday	Designated by Port each year
Two “Floating” Holidays	Designated by Employee each year, with approval of the Manager

Any date commonly observed, as designated by State, national authority, or the Port of Seattle may be observed as a holiday and paid for as such in lieu of the date designated above for the paid holidays listed.

14.02 Police Administrative Supervisor. Holiday pay shall be one (1) day’s pay at the straight-time rate, based on the employee’s normal work schedule, and will not exceed one (1) regular workday; provided, holiday pay is subject to the following conditions:

(a) If Department management determines that it is possible to schedule an employee for a day off from the normal work schedule when a designated holiday occurs, such employee shall be required to take that holiday off.

(b) When the holiday falls on the employee’s normal day off, the employee may choose from one of two options:

(1) The employee may elect to schedule any other day within the pay period as a day off on holiday pay; or

(2) The employee may elect not to take another day off, and instead, cash-out one (1) day’s holiday pay at the straight time hourly rate. Selecting this option

does not constitute hours worked or compensated for purposes of calculating overtime.

(c) Subject to (a) above, if the employee is required to work on the designated holiday, the employee may not elect to take another day off. Such employee shall receive one (1) day's holiday pay at the straight-time hourly rate, in addition to pay at the overtime rate for all hours worked on the designated holiday.

14.03 **Communications Supervisor**. All eligible employees shall receive a pool of one hundred and fifty (150) holiday hours per year based upon ten recognized holidays and four (4) floating holidays and a four (4) day ten (10) hour schedule. Holiday hours will accrue on the basis of the ten (10) recognized holidays listed in Article 14.04 below as they occur in the calendar year for a total of ten (10) hours per holiday on a four (4) day ten (10) hour schedule. The four (4) floating holidays will accrue as ten (10) hours for the month of January, ten (10) hours for the month of February, ten hours for the month of July, and ten (10) hours for the month of August.

14.04 The holidays are in recognition of ten Port of Seattle holidays listed in the Port of Seattle Salary and Benefit resolution, HR-5 and serves as a basis for compensation. The ten holidays are as follows:

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Juneteenth Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas
Port Designated Floating Holiday (Day before or after Christmas as determined by the Port Human Resources Department).

Four (4) additional holidays that are noted in Section 14.03 above are designated as floating holidays and are not tied to any of the traditional recognized Port of Seattle holidays provided in this section.

Pooled holiday hours will not be carried over from year to year. The Port will cash-out any unused pooled holiday leave that have already accrued on the first paycheck of January of the subsequent year. Upon termination of employment, accrued, unused, holiday hours shall be cashed out, subject to proration.

A Communications Supervisor may request and use pooled holiday leave up to the number of hours that have already accrued at the time of the desired use, subject to the approval of the Communications Center Manager. Seniority shall be considered, in accordance with Departmental procedures, when scheduling such use. Normally, requests shall be made at least thirty (30) days or more in advance; however, requests made less than thirty (30) days in advance shall be considered and approved if it will not negatively impact Departmental operations.

Up to four (4) holidays not used or cashed out at the end of the calendar year can be exchanged for vacation that was already used at any time within the same calendar year.

Compensation tied to holiday cash out will only be reported to the Department of Retirement Service on the basis of the ten (10) Port of Seattle recognized holidays. Compensation tied to holiday cash out for the four (4) floating holidays will not be reported to the Department of Retirement Services unless they are used.

14.04 Holiday pay shall be prorated for all employees who work less than a full-time schedule.

14.05 Effective January 1, 2024 and for the duration of the agreement, in lieu of holidays, employees shall receive a pool of one hundred and fifty (150) holiday hours on January 1st of each year for the duration of the agreement. 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.

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. Pooled holiday hours will not be carried over from year to year. The Port will cash-out any unused pooled holiday leave that have already accrued on the first paycheck of January of the subsequent year. Upon termination of employment, accrued, unused, holiday hours shall be cashed out, subject to proration.

14.06 A Communications Supervisor may request and use pooled holiday leave up to the number of hours that have already accrued at the time of the desired use, subject to the approval of the Communications Center Manager. Seniority shall be considered, in accordance with Departmental procedures, when scheduling such use. Normally, requests shall be made at least thirty (30) days or more in advance; however, requests made less than

thirty (30) days in advance shall be considered and approved if it will not negatively impact Departmental operations.

Up to four (4) holidays not used or cashed out at the end of the calendar year can be exchanged for vacation that was already used at any time within the same calendar 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 only if they are used as time off but not if they are cashed out.

14.07 Holiday pay shall be prorated for all employees who work less than a full-time schedule.

ARTICLE 15 – COMPENSATION FOR TRAVEL TIME

15.01 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.

15.02 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.

15.03 The normal pay and work schedule shall apply, as provided in this Agreement and subject to Article 12, 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 requirement.

ARTICLE 16 – PROFESSIONAL LIABILITY

The Port shall provide professional liability coverage for employees when they are acting within the scope of their authority and duties with the Port of Seattle.

ARTICLE 17 - 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. (Contingent on retention of the program for all Port employees.)
- (d) Parking as currently provided limited to employees on-duty status in the parking garage. Off-duty employees may use alternative Port parking, during vacations and such, in the same manner as salaried employees.
- (e) Lockers and lunchroom facilities.
- (f) Washington State Self Insured Workers' Compensation.
- (g) Educational assistance for employees shall be subject to approval of the Chief. Such assistance shall be 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 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.
 - (2) After one year of continuous employment, for individual courses limited to job related educational curricula, one hundred percent (100%) reimbursement for tuition only. Reimbursement shall be provided after evidence of satisfactory completion.
 - (3) For courses or seminars initiated for an individual employee at the direction of the Chief, reimbursement shall be provided for entire costs of such instruction. Reimbursement shall include amounts to cover tuition, books, and miscellaneous instructional fees.
 - (4) The employee must provide to the Department a detailed Letter of Commitment that captures his/her study and career goals.
 - (5) The employee should normally expect to provide a minimum of two (2) years of service to the Port upon completion of study towards a college degree. This is not a payback provision.

(h) 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 or to any other provisions of this Collective Bargaining Agreement or to negotiation by the Union.

(i) Supplemental Pension. The Port agrees to contribute to the Pacific Coast Benefits Trust, on account of each of its employees who perform the work covered by this Agreement, for every hour for which compensation was paid as follows:

Effective January 1, 2008, in the amount of \$1.50 per hour.

(j) The Port of Seattle shall allow all employees the opportunity to attend the Port of Seattle retirement planning seminars.

(k) Life Insurance. Effective the first (1st) of the month following date of hire or date of hire if on first (1st) of month, eligible employees shall receive life insurance benefits in the amount of two (2) times their annual base rate rounded up to the next one hundred dollars (\$100). Eligible dependents shall receive life insurance benefits in such amount and in such manner as are provided in contracts by the Port to provide such benefits. Employees shall also be covered by the AD&D policy provided by the Port.

(l) Supplemental life insurance programs offered by the Port to salaried employees shall also be made available to employees covered by this Agreement.

(m) Paid Parental Leave. The Port shall continue to provide Paid Parental Leave to members of this bargaining unit. Eligibility, participation, and terms of the Paid Parental Leave shall be as provided to non-represented employees as outlined in Port Policy HR-5. The Port may change or modify its Paid Parental Leave policy and/or procedure. If the Port desires a change/modification, the Port agrees to provide the Union with advance notice of any change.

(n) COMMUTER BENEFITS

Employees in the bargaining unit shall be eligible for the following benefits:

The One Regional Card for All ("ORCA Card") Program:

The Port offers ORCA cards to eligible employees at a substantially reduced cost for transportation on multiple regional transit systems. Employees who

participate in the ORCA card program may also be eligible for additional subsidized transportation services. The availability of the ORCA program, annual cost, potential tax consequences for employees, and other provisions are subject to change based on guidelines provided by agencies with whom the Port contracts for the ORCA program benefits, IRS requirements, as well as the Port's discretion.

Ferry Reimbursement

Employees who use the Washington State Ferry System for all or part of their work commute are eligible for reimbursement of ferry commuting costs up to a monthly maximum. This monthly maximum reimbursement amount is determined by the Port. Amounts and procedures can be found on the Total Rewards Compass Page and may be subject to tax.

The Port shall maintain full discretion to modify, change, amend, and/or discontinue either and/or both the ORCA program and the Ferry Reimbursement benefit;

Prior to modifying, changing, amending, and/or discontinuing either and/or both the ORCA program and the Ferry Reimbursement benefit, the Port agrees to provide advance notice to the Union.

- (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 Non-Sworn Supervisors.

ARTICLE 18 – LEAVE WITHOUT PAY

18.01 After one (1) year's service, an employee shall be eligible for a leave of absence without pay, not to exceed six (6) work weeks. Requests for such leave 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.

18.02 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.

18.03 In the event of special conditions, such as family emergencies or educational programs, leaves of absence may be extended beyond six (6) weeks, but shall not exceed one (1) year at the discretion and approval of the Chief and/or the 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. If the employee remains on approved Leave of Absence for more than six (6) weeks, the employee shall retain his/her original seniority date in the bargaining unit but shall not further accumulate seniority.

18.04 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.

ARTICLE 19 – SICK LEAVE

19.01 Based on a pro rata share of a full-time active work schedule, permanent employees shall accrue up to one (1) working day per month of sick leave, accrued at an hourly rate per each straight-time hour compensated (to be calculated based on work schedule), .

Effective upon ratification between the parties and execution of the agreement, sick leave is accrued from the first (1st) day of employment, but may not be used until the completion of thirty (30) days of continuous employment, and is to be used under the conditions stated in Section 19.02 of this Article.

19.02 Sick leave will be used only in instances of non-job related employee or dependent illness or injury and as provided by law. However, sick leave may be used to cover normally scheduled workdays within the three (3) day exclusion of the Washington State Workers' Compensation program. Departmental management may require a physician's statement to justify 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, to the extent provided by law.

19.03 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.

19.04 Sick leave shall be applied in coordination with the Teamster Plans indicated in Article 21. 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.

19.05 Upon termination or retirement following five (5) continuous years of active employment in a permanent position, qualified employees shall be compensated for fifty percent (50%) of their unused sick leave 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 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.

19.06 Family Medical Leave. Family leave will be administered in accordance with current Federal and State laws, and applicable Port policies.

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 the 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.

19.07 Attendance incentive.

(a) Five hundred dollars (\$500.00) for any employee who has completed a full calendar year of continuous employment without any absence from work. Incentive pay will be subject to payroll withholding requirements.

(b) Any absence except the following will disqualify an employee:

- (1) Vacation
- (2) Holidays
- (3) Bereavement Leave
- (4) Comp Time
- (5) Military Leave
- (6) Jury Duty
- (7) Subpoenaed Witness Serve on a Port-related case
- (8) Appointment Time
- (9) Effective January 1, 2018, the first .025 per hour worked of paid sick leave
- (10) Other leave as protected by law.

(c) The Police Department time cards and payroll hours will be used to determine eligibility.

19.08 Appointments. Regular full-time employees who are scheduled to work a full time schedule may be granted brief periods of paid time off for medical, dental, or other personal business appointments (such as appointments with attorneys) which could not be arranged during non-working hours. The Chief or designee may authorize time off for not more than twelve (12) hours of personal appointments during a calendar year.

19.09 Abuse of Sick Leave. Both parties are committed to work to minimize or eliminate any abuse of sick leave.

19.10 Shared Leave. The parties agree to adopt a Shared Leave Program under the terms and conditions set forth in applicable Port policies covering shared leave of salaried employees.

(a) Purpose. The Shared Leave Program enables employees to donate accrued sick leave to fellow employees who are faced with taking leave without pay or termination due to extraordinary or severe physical or mental illnesses. Implementation of the program for any individual employee is subject to agreement by the Port and the availability of shared leave from other employees. The Port's decisions in implementing and administering the shared leave program shall be reasonable.

(b) Participation. Participation in the Shared Leave Program is voluntary. No employee shall be coerced, threatened, intimidated or financially induced into donating accrued leave for purposes of this program.

ARTICLE 20 – LONG TERM DISABILITY

Effective upon ratification and execution of the agreement, employees in the bargaining group are eligible for long-term disability benefits on the first (1st) of the month following the date of hire or immediately if the employee is hired on the first of the month. Such coverage shall be the same as that provided for exempt and non-exempt employees as provided for in the Port’s Salary and Benefit Resolution.

ARTICLE 21 – HEALTH AND WELFARE PROGRAMS

21.01 Effective January 1, 2022 (based on December 2021 hours), and each month thereafter during the period this Agreement is in effect, the Port agrees to pay to Washington Teamsters Welfare Trust c/o Northwest Administrators, Inc. for every eligible employee covered by this Agreement who was compensated for eighty (80) hours or more in the preceding month the following:

- a. Health & Welfare – Contribute the sum of \$ 1,543.80 per month for benefits under the “**Medical PLAN A**” as described below:

Medical Plan A	\$ 1,496.40
Domestic Partner Coverage	\$ 18.00
9 month Additional Waiver	\$ 11.40
Time Loss Plan A (\$400/wk)	<u>\$ 18.00</u>
Total	\$ 1,543.80

- b. Dental – Contribute the sum of \$132.70 per month for continued benefits under the “**PLAN A including domestic partner dental coverage.**”
- c. Vision – Contribute the sum of \$17.30 per month for continued benefits under the “**EXTENDED BENEFITS PLAN including domestic partner vision coverage.**”

21.02 Effective January 1, 2023, (based on December 2022 hours) and each month thereafter during the period this Agreement is in effect, the Port agrees to pay to Washington Teamsters Welfare Trust c/o Northwest Administrators, Inc. for every eligible employee covered by this Agreement who was compensated for eighty (80) hours or more in the preceding month the following:

- a. Health & Welfare – Contribute the sum of \$ 1,615.60 per month for benefits under the “**Medical PLAN A**” as described below:

Medical Plan A	\$ 1,567.60
Domestic Partner Coverage	\$ 18.00
9 month Additional Waiver	\$ 11.40
Time Loss Plan A (\$400/wk)	<u>\$ 18.00</u>
Total	\$ 1,615.60

- b. Dental – Contribute the sum of \$122.70 per month for continued benefits under the “**PLAN A including domestic partner dental coverage.**”
- c. Vision – Contribute the sum of \$ 17.30 per month for continued benefits under the “**EXTENDED BENEFITS PLAN including domestic partner vision coverage.**”

21.03 Employee Premium Share

Effective January 1, 2020, , each employee eligible for benefits in any month shall contribute seventy-five dollars (\$75) per month toward the cost of the Health and Welfare monthly premium.

Effective January 1, 2022, each employee shall contribute \$125.00 per month toward the monthly premium costs in Article 21.02.

Effective January 1, 2024, each employee shall contribute \$150.00 per month toward the monthly premium costs in Article 21.02.

The Port will continue to cover at one-hundred percent (100%) employee Dental and Vision benefit premiums during the life of the Agreement.

21.04 Retirees Health & Welfare. The Port shall contribute the following for continued benefits under the Retirees Welfare Trust “**RWT-PLUS PLAN,**” and the Port shall continue to reduce each member of the Bargaining Unit’s wages by an amount equal to one half (½) of the monthly premium per member.

Effective January 1, 2017	\$94.85
Effective January 1, 2018	\$94.85
Effective January 1, 2019	\$94.85

Effective upon ratification and execution of the agreement, members of the bargaining group will be eligible to enroll in the Teamsters Retiree Welfare Trust XL plan. The Port shall contribute fifty dollars (\$50) per month for the term of the agreement toward the monthly premium of each member enrolled in the Teamsters Retiree Welfare Trust 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.

21.05 Maintenance of Plans/ACA Plan Compliance. The Trustees may modify benefits or eligibility of any plan, in Sections 21.01 and 21.02 above, for the purposes of cost containment, cost management, changes in medical technology and treatment, and to maintain compliance with the Affordable Care Act. 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. The Union will assist the Port in acquiring information from the medical benefits trust to insure that the Port is in compliance with the Affordable Care Act.

21.06 The Port agrees to provide Flexible Spending Accounts as provided for salaried employees, not to include employer contributions, if any.

The level of benefits agreed upon in this Article at the signing of the Agreement shall remain in effect for the duration of the Agreement.

ARTICLE 22 – GRIEVANCE PROCEDURE

22.01 **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.

22.02 **Discipline.** The Parties agree that discipline is a command function. Decisions on disciplinary matters where discipline imposed involves a discharge, suspension, demotion, or written reprimand shall be subject to the grievance procedure; however written reprimands may not be pursued to arbitration.

22.03 **Time Limits.** All grievances shall be presented within twenty (20) days of the occurrence or the date that 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.

22.04 **Election of Forum.** An employee electing to pursue a matter through the Civil Service System may not also pursue to arbitration a grievance through this 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.

22.05 **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.

22.06 **Grievance Procedure.**

STEP I

The affected employee shall present the grievance in writing to his or her division commander. If the division commander or the division commander's designee and the grievant are unable to arrive at a satisfactory settlement, the division commander (or designee) will

issue a written response to the employee, with a copy to the Union's business representative. The response shall be issued no later than ten (10) days after the date that the grievance was initially filed. The Union may refer the grievance to Step 2 within ten (10) days of receipt of the division commander's response, or if the division commander's response is untimely, within ten (10) days of the date when the division commander's response was due.

STEP II

Initiation of Step 2. The Union's business representative shall present the grievance in writing to the Chief of Police or the Chief's designee. 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) employee, the Union may elect to file a grievance at Step 2 without the need for individual employees to file grievance at Step 1. The twenty (20) day time limit referenced in Section 22.03, as well as the other requirements of this Article, shall be applicable to such filings.

Step 2 Meeting. Within fourteen (14) days after the initiation of Step 2, the Union's business representative and the Chief or the Chief's designee shall meet to discuss possible resolution of the grievance. If the parties are unable to arrive at a satisfactory settlement, the Union may refer the grievance to Step 3 within ten (10) days of the meeting.

STEP III

Initiation of Step 3. The Union shall notify the Chief and the Port's Labor Relations 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 held 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 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 the parties are unable to arrive at a settlement, or if the Board of Adjustment hearing is not held within twenty (20) days after initiation of Step 3, the Union may refer the matter to Step 4. The parties may mutually agree to waive the Step 3 process.

STEP IV: Arbitration

Initiation of Step 4. The Union initiates Step 4 by filing a written request with the Port, specifying the issue to be arbitrated. The request must be submitted within ten (10) days of completion of the Board of Adjustment, or if no Board of Adjustment is scheduled within twenty (20) days after the initiation of Step 3, then within twenty-seven (27) days after the initiation of Step 3.

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 submitted for arbitration, and shall not have the authority to determine any other issues 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 and witness compensation.

ARTICLE 23 – PERSONNEL FILE - PUBLIC RECORDS REQUEST

The Port will comply with RCW 42.56.250 (12) when information contained in a member of the bargaining unit's personnel file is subject to a public records request.

ARTICLE 24 – PERFORMANCE OF DUTY, STRIKES, AND LOCKOUTS

23.01 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 the Port.

23.02 The Port agrees that there shall be no lockouts.

23.03 The conditions stated in Sections 23.01 and 23.02 of this Article shall remain in effect with or without a signed Labor Agreement.

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

25.01 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.

25.02 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 276 – LETTERS OF AGREEMENT AND APPENDICES

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

- 1. Appendix A – Pay Rates
- 2. Appendix B – Drug Testing

ARTICLE 28 – TERM OF AGREEMENT: JANUARY 1, 2023 TO DECEMBER 31, 2025

All provisions of this Agreement shall extend from effective date to December 31, 2025. The Agreement may be opened by either party giving notice in writing not later than sixty (60) days prior to the expiration date.

PORT OF SEATTLE

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

STEPHEN METRUCK
Executive Director

JOHN SCEARCY
Secretary-Treasurer

Date

Date

APPENDIX A
PAY RATES

I. PAY SCHEDULES

A. Effective the first full pay period of 2020, the following wage rates shall apply:

<u>Job Title</u>	<u>Length of Service</u>	<u>Rate of Pay</u>
Police Administrative Support	Entry	\$ 40.91
	One (1) Year (Top Base)	\$ 43.06
Communications Supervisor	Entry	\$ 42.60
	One (1) Year	\$ 44.96
	Two (2) Year (Top Base)	\$ 47.33

As a condition of continued employment, all employees are required to participate in the Port’s direct deposit program for payroll purposes.

The wage scales shall be adjusted by applying the Cost-of-Living Adjustments (COLA) to the top step of each scale as follows:

In addition, effective the first full pay period of 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. In addition, members of the bargaining group will receive an additional three percent (3.0%).

Effective the first full pay period of 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. In addition, members of the bargaining group will receive an additional two percent (2.0%).

Effective the first full pay period of 2025, 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 2023 to October 2024, with a zero percent (0%) minimum and a six percent (6%) maximum. In addition, members of the bargaining group will receive an additional one percent (1.0%).

For Police Administrative Supervisor the Entry rate shall be ninety five percent (95%) of the One Year rate. For Communications Supervisor the One (1) Year rate shall be ninety five percent (95%) of the Two (2) Year rate; the Entry rate shall be ninety percent (90%) of the Two Year rate.

II. DIFFERENTIALS AND OTHER PAY CONSIDERATIONS

(A) **Communication Supervisors' Differential.** The entry level base pay rate for Non-Sworn Communication Supervisors shall be maintained at a level, which is at least nine point two percent (9.2%) above the top step base rate of pay for the Police/Fire Communications Specialists.

(B) **Longevity Premium.** Effective January 1, 2023, base hourly pay for all classifications shall be increased by the following longevity premium schedule, based upon date of hire into the Non-Sworn Supervisor's 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 to and beyond of continuous employment, permanent employees shall be paid a longevity premium of six percent (6%).

Effective upon ratification and execution between the parties, longevity placement will be based upon date of hire at the Port of Seattle.

(C) **Educational Incentive.** Base pay for Communications Supervisors and Police Administrative Supervisors with six (6) months service in the bargaining unit shall be increased by the following educational incentive schedule.

<u>Percent of Base Rate</u>	<u>Degree</u>
2%	Associates of Arts Degree

4% Bachelor's Degree
6% Advanced Degrees (e.g. MA, MBA, .JD)

- (D) **Shift Differential.** Effective upon ratification between the parties, Communication Supervisors who are permanently assigned to night shift shall receive a two percent (2%) pay differential above the employee's base rate of pay for all hours worked.
- (E) **Working Out of Class:** Issues involving employee(s) working out of class will be addressed on a case-by-case basis.
- (F) **Training:** Effective upon ratification and execution of the agreement, Communication Supervisors assigned to train new dispatchers for a minimum of one full work day or more, shall receive a ten percent (10%) premium above their straight time hourly rate of pay.

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 Non-Sworn Supervisors Employee's 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, testing shall be applicable to all entry level probationary employees and to any other employee for whom the Port has a reasonable suspicion that the employee is working while under the influence of alcohol or drugs.

- 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 an employee may be tested for drugs or alcohol based upon reasonable suspicion, the Port must meet the following prerequisites:
 - 1. The Port shall inform employees in the bargaining unit what drugs or substances are prohibited.
 - 2. The Port shall 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.
 - 4. Lieutenants or higher ranked officers or managers shall be the department representative to authorize or approve a drug/alcohol test.
 - 5. The Lieutenant or higher ranked officer or manager authorizing or approving a drug or alcohol test under this Appendix B shall provide a written report to the Chief of Police, or Department Director if the employee is not part of the Police Department, and to the employee. If requested, that documents the basis for ordering the test under the reasonable suspicion standard. The report shall be completed no later than the end of the shift on which the test was ordered.
 - 6. The Port shall not use the drug testing program to harass any employee.

- C. The Department shall also have the discretion to order any entry level probationary 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 by a GC/MS 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 or alcohol tests performed pursuant to the testing procedure:
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 as 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.
7. Employees tested for alcohol shall be subject to the collection of a breath sample(s), conducted as defined in E (9), to determine if current consumption of alcohol is present.

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 a 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 equal parts. Each of the two 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 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.

9. All screening and confirmatory breath alcohol tests shall be conducted by certified breath alcohol technicians and in accordance with the procedures set forth in WAC 448.

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 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 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.

RETURN TO AGENDA



**COMMISSION
AGENDA MEMORANDUM**

Item No. 8d

ACTION ITEM

Date of Meeting April 11, 2023

DATE: March 29, 2023

TO: Stephen P. Metruck, Executive Director

FROM: Dave Soike, Deputy Executive Director
Jermaine Murray, Director, Port Construction Services

SUBJECT: IDIQ Contracts for Regulated Materials Management Services

Amount of this request: \$0

Total requested project cost: \$3,000,000

ACTION REQUESTED

Request Commission authorization for the Executive Director to execute up to two (2) indefinite delivery, indefinite quantity (IDIQ) contracts for regulated materials management services to support project, operational and safety needs of all Port divisions and the Northwest Seaport Alliance, for a total amount not-to-exceed \$3,000,000. There is no budget request associated with this authorization. Each contract will have an ordering period of five years.

EXECUTIVE SUMMARY

This memorandum requests authorization to execute contracts with consulting firms to provide the Port with regulated materials management (RMM) support at Port of Seattle and Northwest Seaport Alliance facilities. It is necessary to arrange for new publicly competed contracts because existing contracts are expiring. Regulated materials (e.g., asbestos, lead and other heavy metals, PCBs, refrigerants) are managed by the Port RMM Program. The program also provides industrial hygiene services (e.g., indoor air quality, mold assessment and abatement, water intrusion assessment, employee exposure assessment, COVID Safety Plan review).

The primary concerns of the RMM Program are:

- (1) The health and safety of the public and Port employees, tenants and contractors;
- (2) Regulatory compliance during routine Port operations; and
- (3) Regulatory compliance during construction or maintenance projects.

The Port RMM Program is implemented by a team of qualified Port staff in Port Construction Services (PCS) and Marine Maintenance. In order to achieve regulatory compliance and a safe working environment, the RMM Program also requires a variety of RMM consulting services.

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These services include:

- (1) Regulated materials program management;
- (2) Regulated materials surveys or “good faith” inspections;
- (3) Regulated materials abatement design services;
- (4) Regulated materials project and abatement monitoring services; and
- (5) Industrial hygiene services.

Charges to the proposed RMM Support Services contracts will be funded by projects that have previously been authorized by the Commission under separate requests. Consequently, there is no budget or funding request associated with this authorization.

JUSTIFICATION

Regulated materials (asbestos, lead and other heavy metals, PCBs, refrigerants) and industrial hygiene issues (mold, indoor air quality, employee exposure) must be managed by building owners in accordance with a complex and comprehensive set of federal, state and local regulations. Port Construction Services (PCS) manages the Port’s Regulated Materials Management (RMM) Program using a combination of Port staff from PCS and Marine Maintenance, and specialized consultants who are well versed in regulatory issues and industry standards for RMM and industrial hygiene.

Prior to any construction, demolition, renovation or maintenance project, the Port is required to perform a “good faith” inspection to determine if asbestos or other regulated materials will be disturbed by the work. Hazards in the work area must then be communicated to individuals with the potential for exposure in the form of reports and awareness training. During projects that disturb regulated materials, continuous third-party monitoring is necessary to maintain regulatory compliance and a safe environment for staff, tenants, contractors and the public.

The scope of services in these contracts will allow the Port of Seattle and Northwest Seaport Alliance to achieve our safety objectives and ensure regulatory compliance.

These contracts will also contribute to the Century Agenda, Strategy 6: Be a highly effective public agency. As stated in Strategy 6, the Port is dedicated to employee safety. The primary objective of the services provided by these contracts is employee, tenant, and public safety. A safe working environment will also allow the Port to set the standard for high-quality, cost-effective, and timely delivery of capital programs.

Diversity in Contracting

These contracts will contribute to the Port’s goal of increasing the participation of women and minority business enterprises (WMBE) in our contracting for public works, consulting services, supplies, material, equipment, and other services. The Diversity in Contracting Department has set an aspirational goal of 12% WMBE participation for each of these contracts.

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DETAILS

The Port RMM Program is implemented by a team of qualified Port staff in PCS and Marine Maintenance. In order to achieve regulatory compliance and a safe working environment, the RMM Program also requires a variety of RMM consulting services.

Indefinite delivery, indefinite quantity (IDIQ) contracts provide the Port with the flexibility to meet RMM and industrial hygiene needs as they arise. Individual service directives are issued to accomplish specific RMM tasks, on an as-needed or on-call basis, for a defined period, up to a defined dollar amount.

Scope of Work

The intent of these IDIQ contracts will be to provide comprehensive RMM support services for all Port of Seattle and Northwest Seaport Alliance facilities. RMM support services will include, but will not be limited to:

- (1) Regulated materials surveys (good faith inspections);
- (2) Regulated materials design services;
- (3) Abatement cost estimating;
- (4) Abatement project monitoring and project oversight inspection services;
- (5) Contractor quality control monitoring and inspections;
- (6) Construction management support services;
- (7) Support and coordination of RMM work for Operations and Maintenance (O&M) activities and capital projects;
- (8) Construction Safety Plan reviews and site safety inspections for construction projects;
- (9) Safety training, including asbestos, lead and silica awareness;
- (10) Industrial hygiene – indoor air quality assessment;
- (11) Industrial hygiene – mold assessment and abatement and
- (12) Industrial hygiene – employee exposure assessment.

Schedule

We anticipate executing contracts in Quarter 3 of 2023. Each contract will have an ordering period of five years, ending in Quarter 3 of 2028. During that time, the Port may authorize work through service directives if there is sufficient capacity remaining on the contract at the time of service directive execution to complete all of the work. Work on service directives executed within the ordering period may be completed after expiration of the ordering period.

Activity

Commission authorization	2023 Quarter 2
Procurement complete	2023 Quarter 3
Contract ordering period start	2023 Quarter 3
Contract ordering period end	2028 Quarter 3

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Cost Breakdown

Charges to these contracts will be funded by projects that have previously been authorized by the Commission under separate requests. Consequently, there is no budget or funding request associated with this authorization.

ALTERNATIVES AND IMPLICATIONS CONSIDERED

Alternative 1 – Prepare a separate procurement for each of the above services.

Pros:

- (1) Smaller scopes of work reduce contract amounts and the resources needed to procure each contract.
- (2) Higher potential for small business and WMBE participation with smaller scopes of work.

Cons:

- (1) The dollar amount associated with each individual RMM service may not require a competitive procurement process for each contract.
- (2) Scopes of work may be too small and reduce interest from potential bidders.
- (3) This option would not be the most efficient use of Port resources, as it would result in procurement and management of multiple low dollar contracts for related services.

This is not the recommended alternative.

Alternative 2 – Provide the necessary services with Port staff.

Pros:

- (1) Around-the-clock coverage for regulated materials and industrial hygiene issues.
- (2) Consistent report formats for good faith inspections, abatement closeout reports, assessment reports, and other air monitoring reports.

Cons:

- (1) During project work, the Port often experiences spikes that require around-the-clock coverage. Providing Port staff to respond to these needs on an on-call basis would require PCS to hire additional full-time staff for swing and graveyard shifts. Since the need for these services is intermittent and dependent on project schedules, there would be periods of time where these individuals would not have work. As full-time employees, they would be paid a salary regardless. This would not be an efficient use of the Port’s resources.
- (2) Some of the referenced work requires specialized certifications that are not practical for Port staff to maintain.
- (3) Consultants provide a form of “third-party insurance” by verifying regulated materials controls and abatement work on behalf of the Port. This minimizes the Port’s risk associated with RMM work. Providing Port staff to perform verification would eliminate the benefits of third-party verification.

This is not the recommended alternative.

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Alternative 3 – Prepare one Category III Procurement that includes all the above services in the scope of work, and issues two indefinite delivery, indefinite quantity (IDIQ) contracts.

Pros:

- (1) This alternative ensures a competitive process.
- (2) This alternative provides Port staff with the information and tools needed to respond in a timely manner for requested services.
- (3) This alternative provides the resources to cover multiple projects simultaneously.
- (4) This alternative allows for intermittent coverage as dictated by project needs.

Cons:

- (1) Lower potential for small business and WMBE participation; however, participation by subcontractors (e.g., laboratories, industrial hygiene services) that are small businesses or WMBE firms is likely.

This is the recommended alternative.

FINANCIAL IMPLICATIONS

Charges to these contracts will be funded by projects that have previously been authorized by the Commission under separate requests. Consequently, there is no budget or funding request associated with this authorization.

ADDITIONAL BACKGROUND

In 2020, the Port issued a contract for industrial hygiene services (amount: \$100,000). That contract expired in August 2022. In 2021, the Port issued two contracts (amounts: \$500,000 each) for RMM services. These contracts will expire on February 26, 2024. However, contract capacity is forecasted to be fully expended in September 2023.

ATTACHMENTS TO THIS REQUEST

None

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

None

RETURN TO AGENDA



**COMMISSION
AGENDA MEMORANDUM**

Item No.

8e

ACTION ITEM

Date of Meeting

April 11, 2023

DATE: March 24, 2023

TO: Stephen P. Metruck, Executive Director

FROM: Kenneth Lyles, Director, Maritime Operations and Security
Darrell Dare, Sr. Manager, Recreational Boating
Tim Leonard, Capital Project Manager

SUBJECT: Harbor Island Marina Dock-E Float and North Pier Improvements Project Construction Funding (C800678)

Amount of this request: \$3,955,000

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

ACTION REQUESTED

Request Commission authorization for the Executive Director to advertise and execute a major works construction contract to replace elements of Dock-E at Harbor Island Marina and increase its current vessel loading capacity. Total request for this action will be \$3,955,000 for a project total authorization of \$5,000,000.

EXECUTIVE SUMMARY

This capital improvements construction will replace the southernmost 23 (out of 78 total) existing floats at Dock-E at Harbor Island Marina with heavier duty floats and piles; upgrade the remaining dock portion; and replace the dock’s elevated North Pier structure to restore vehicle access to it. These proposed improvements are needed to increase the dock’s current vessel loading capacity and improve its operational ability to provide moorage for large commercial tug tenants.

Port Environmental staff are currently in negotiation with the tribes, as well as in discussions with USACE and National Marine Fisheries Service regarding the required USACE permit, but based on current agency backloads and increased regulatory requirements, the permit is not anticipated to be issued until as late as summer 2023. Due to current market conditions though, it’s imperative that construction approval is granted in April 2023 to complete the bid/contractual processes necessary to provide the contractor a minimum of five months to procure the materials necessary to subsequently start and complete the first construction phase in-water work within the initial limited 2023-24 “fish window”.

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JUSTIFICATION

Dock Structural Integrity

Originally designed and constructed in 1983 for recreational boats, Dock-E at Harbor Island Marina has been providing moorage for large commercial tugs for over a decade and is currently primarily utilized by long-time commercial tenants Global Diving and Western Towboat, as well as other commercial marine vessel tenants on a more limited basis. As a result of the structural load from heavier vessels, up to 94-ton (gross) and 120-feet in length, much of the dock's piles, walers, cleats, bollards, and pile hoops have been severely worn or damaged and these elements have been repaired or upgraded over the last ten years by Marine Maintenance in a continual effort to extend the dock's capability to accommodate the tenant vessels' berthing needs. Additionally, although many of the original timber guide piles have been replaced with steel piles as part of a facility programmatic replacement, some lower load capacity timber piles still remain. All of these factors have contributed to Dock-E currently functioning with a reduced level of structural integrity as well as requiring a higher rate of repairs and maintenance within its remaining service life.

Economic Impact

This improvement project contributes directly to the jobs engine of the local maritime industry cluster. Tugboats and towboats are an essential component of the maritime sector. As just one measure of this value, the 2015 Ties that Bind report by The McDowell Group found that Seattle and Tacoma continue to serve as the "lifeline" to Alaska as they capture 97% of cargo, by weight, moved between Puget Sound and Alaska. This report examined the array of goods and services that Alaska sources from Puget Sound. It found that in 2013 the total value of those goods and services was \$5.4 billion. Additionally, the more recent 2019 Community Attributes "Tri-Port" Economic Impact study identified tug and barge operators that utilize Port of Seattle facilities dockage and moorage leases generated nearly \$2.4 million in revenue for the Port of Seattle in 2017.

DETAILS

Design and Environmental Sustainability

The proposed Dock-E Float and North Pier Improvements project was designated a Tier 2 project under the Port's Sustainable Evaluation Framework Policy Directive. As presented to the Energy and Sustainability committee in 2021, the project team explored material alternatives to minimize adverse environmental impacts, while still meeting determined design goals and objectives. Accordingly, the project's proposed environmentally beneficial improvements include the following:

- Existing treated timber piles to be eliminated, reducing water quality impacts
- New steel piles and dock floats framework to be epoxy coated (rather than galvanized) to reduce leaching of zinc into waterways

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- Fiberglass grated decking on new dock floats to allow light penetration to the water below while maintaining ADA accessibility
- High-density polyethylene (HDPE) pipe filled with buoyant foam material to provide increased durability and corrosion resistance

Permitting

The following required permits have been issued for the project:

- State Environmental Policy Act - Determination of Non-Significance
- Washington Dept. of Fish and Wildlife - Hydraulic Project Approval
- SDCI - Shoreline Substantial Development Permit

The following required permits are currently under review:

- SDCI Construction Permit: The proposed design has been approved by SDCI and the required Construction Permit is anticipated to be issued by, or soon after, the Port scheduled construction authorization date of 4/11/23.
- USACE Section 10 Permit: The required USACE Section 10 permit is pending approval. Port Environmental staff are currently in negotiation with the tribes, as well as in discussions with USACE and National Marine Fisheries Service, but due to agency backloads and increased regulatory requirements, the in-water permit is not anticipated to be issued until as late as summer 2023.

The opportunity and risk identified in conjunction with advertising and executing a major works construction contract for this project prior to the SDCI and USACE permits being issued are as follows:

- The opportunity of this contracting option is the mitigation of schedule risks associated with delaying the bid advertisement, or possibly bid opening. Due to current market conditions, it's imperative that the contractor has a minimum of five months to procure the materials necessary to subsequently start and complete the first construction phase in-water work within the initial limited 2023-24 "fish window". "Advertising & Executing Contract without Permit" provides the means for the contractor to start the materials procurement required to meet the regulatory "fish windows" and ultimately complete full project construction by spring 2025.
- The risk of this contracting option is that of a contract change order or termination, in the event of a permit condition arising that impacts the contracted construction work. Given the comparatively straight forward nature of the project scope, as well as the minimally anticipated potential review agency or tribal concerns, the risk of any design change associated with the pending approval of the USACE permit is considered to be low.

Based on this assessment, the project has been approved to proceed to advertisement and contract execution prior to issuance of all permits.

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Construction

Construction will be performed under a major works contract to complete the proposed improvements. All construction work and materials storage will be performed utilizing barges to the degree possible. As required construction materials to be fabricated and/or procured, include new float dock sections and pier structural elements, as well as steel piles; pre-procurement of these materials by the Port is neither recommended nor planned.

Diversity in Contracting

The project design has been performed by a consultant engineering firm under an existing Port of Seattle IDIQ contract in which a women and minority owned business enterprise (WMBE) participation commitment of 43% has been established. In coordination with the Port's Diversity in Contracting Department, a WMBE aspirational goal of 5% has been determined for the project's construction work.

Scope of Work

The project's construction scope includes the following improvement elements:

- Complete replacement of 23 (out of 78 total) of Dock-E's existing float sections with new heavier duty floats, piles, and appurtenances designed for larger vessel berthing and higher load mooring capability. The existing floats to be replaced are located at the south end of Dock-E.
- Refurbishment of 55 (out of 78 total) of Dock-E's existing float sections consisting of replacing all remaining timber guide piles with higher load capacity steel piles; replacement of damaged walers and cleats; nominal leveling; and concrete surface crack repairs and sealing. The existing floats, to remain in place and be refurbished, comprise the north portion of Dock-E.
- Demolition and replacement of Dock-E's existing elevated timber North Pier, with a new concrete structure and steel pile, to restore vehicle access to it for loading and unloading purposes.

Schedule

The project construction is planned to be completed in two separate phases for the North Pier and south dock section replacements to maintain moorage (not currently available at other Port facilities) at HIM Dock-E for the existing tenants. In-water work for the project, primarily consisting of dock/pier demolition and pile installation, must be performed during the typical permitting "fish window" of October 1st – February 15th of each year at this location. Additionally, to avoid impacting tribal treaty rights, the in-water work will not start until December 15th of each year.

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Given these constraints, in-water work is planned to be performed within two separate abbreviated “fish windows” of December 15th – February 15th in 2023-24 and 2024-25.

Construction Schedule Milestones:

<u>Milestone</u>	<u>Date</u>
Commission construction authorization	4/11/2023
Advertise for construction bids	4/13/2023
Construction bids opening	5/11/2023
USACE in-water permit issuance (anticipated)	June 2023 +/-
Construction Notice of Intent to Award	June 2023
Construction materials procurement start	June 2023
Construction NTP issuance	Aug 2023
Phase I construction start	12/15/2023
Phase 2 construction start	12/15/2024
Substantial construction completion	3/31/2025

Cost Breakdown

	This Request	Total Project
Design and Permitting	\$0	\$1,045,000
Construction	\$3,955,000	\$3,955,000
Total	\$3,955,000	\$5,000,000

ALTERNATIVES AND IMPLICATIONS CONSIDERED

Alternative 1: Do nothing – continue to repair Dock-E as necessary to maintain current tenant vessels moorage.

Pros

- Retains Port capital for other priority projects and financial initiatives.
- Avoids temporary construction impacts to existing tenant moorage.

Cons

- Dock-E will continue to incur damage due to high impact loading from existing large tenant vessels.
- High ongoing repair and maintenance costs will continue to be incurred in order to keep the dock operational.
- Dock-E will continue to be at greater risk of safety/structural failure due to ongoing heavy commercial vessel berthing loads.

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This is not the recommended alternative

Alternative 2: Perform a full replacement (Level 4) of all Dock-E floats and the north access pier.

Pros

- All-new Dock-E with full 50-year service life for north as well as south floats.
- Reduced maintenance cost for required tenant vessel moorage.
- Eliminates current safety/failure risk for entire dock due to existing tenant large vessel moorage loading impacts.

Cons

- High initial cost for full dock replacement.
- High level of temporary construction disruption to tenant moorage.

This is not the recommended alternative

Alternative 3: Perform proposed combination (Levels 2 and 3) of Dock-E float replacements/repairs as well as replacement of north access pier

Pros

- Extends overall service life of Dock-E while addressing most urgent tenant vessel loading impacts at south end of dock.
- Restores vehicle access capability to north pier in order to better meet tenant business needs.
- Limits temporary construction impacts to existing tenant moorage.
- Maintains ability to extend tenant vessel berthing, with continued maintenance, while limiting overall cost of capital improvements and future maintenance.
- April 2023 construction approval mitigates 1-year schedule delay risk associated with delaying the bid advertisement and subsequent construction contract award.

Cons

- Temporary impact to tenant vessel moorage due to required construction phasing.
- Higher than typical maintenance costs will continue to be incurred with north dock floats in order to keep the dock operational for large vessel moorage.
- Combination of old and new floats will require more complicated maintenance schedule.
- Construction approval prior to issuance of USACE permit creates a low risk of a construction contract change order or termination, in the event of a permit condition arising that impacts the contracted construction work.

This is the recommended alternative

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FINANCIAL IMPLICATIONS

<i>Cost Estimate/Authorization Summary</i>	Capital	Expense	Total
COST ESTIMATE			
Estimate at design funding	\$4,500,000	\$0	\$4,500,000
Current change	\$500,000	0	\$500,000
Revised estimate	\$5,000,000	0	\$5,000,000
AUTHORIZATION			
Previous authorizations	\$1,045,000	0	\$1,045,000
Current request for authorization	\$3,955,000	0	\$3,955,000
Total authorizations, including this request	\$5,000,000	0	\$5,000,000

Annual Budget Status and Source of Funds

This project has been included in the 2023 Capital Plan under C800678 T102 HIM E Dock Rehabilitation for a total project cost of \$4,780,000. The increased estimated cost will be covered by the Maritime CIP Reserve.

This project is funded by the General Fund.

Financial Analysis and Summary

Project cost for analysis	\$5,000,000
Business Unit (BU)	Maritime Operations & Security
Effect on business performance (NOI after depreciation)	This project is not expected to directly generate incremental revenue. Currently, E Dock generates approximately \$77K in annual revenue. It is estimated this project will increase annual depreciation expense by approximately \$100,000.
IRR/NPV (if relevant)	Payback: 28 years
CPE Impact	N/A

ATTACHMENTS TO THIS REQUEST

- (1) Design Approach Paper
- (2) Presentation slides

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

November 17, 2020 – The Commission authorized \$1,045,000 for design funding.

SUSTAINABLE DESIGN APPROACH / SUSTAINABLE DESIGN STRATEGY

HARBOR ISLAND MARINA DOCK-E FLOATS AND NORTH PIER IMPROVEMENTS

PURPOSE

This serves as a summary document for the sustainable design coordination for the Harbor Island Marina (HIM) Dock-E Floats and North Pier Improvements project. Additional information can be found in Project Management's Notebook.

SUSTAINABLE DESIGN APPROACH

The HIM Dock-E Floats and North Pier Improvements projects has been identified as a Tier 2 project under the Sustainable Evaluation Framework Policy Directive (SEF Policy Directive) adopted by the Port of Seattle Commission in January 2020. Tier 2 projects are described as:

Tier 2: Medium-sized, or more complex, projects that have opportunities for sustainability benefit would be subject to targeted sustainability analyses and strategies. Tier 2 projects may receive a cost per ton of carbon calculation.

The HIM Dock-E Floats and North Pier Improvements project consists of the following elements (see Figure 1):

- Complete replacement of 23 (out of 78 total) of Dock-E's existing float sections with new heavier duty floats, steel piles, and appurtenances designed for larger vessel berthing and higher load mooring capability.
- Refurbishment of 55 (out of 78 total) of Dock-E's existing float sections consisting of replacing all remaining timber guide piles with higher load capacity steel piles; replacement of damaged walers and cleats; nominal leveling; and concrete surface crack repairs and sealing.
- Demolition and replacement of Dock-E's existing North Pier to restore vehicle access to it.

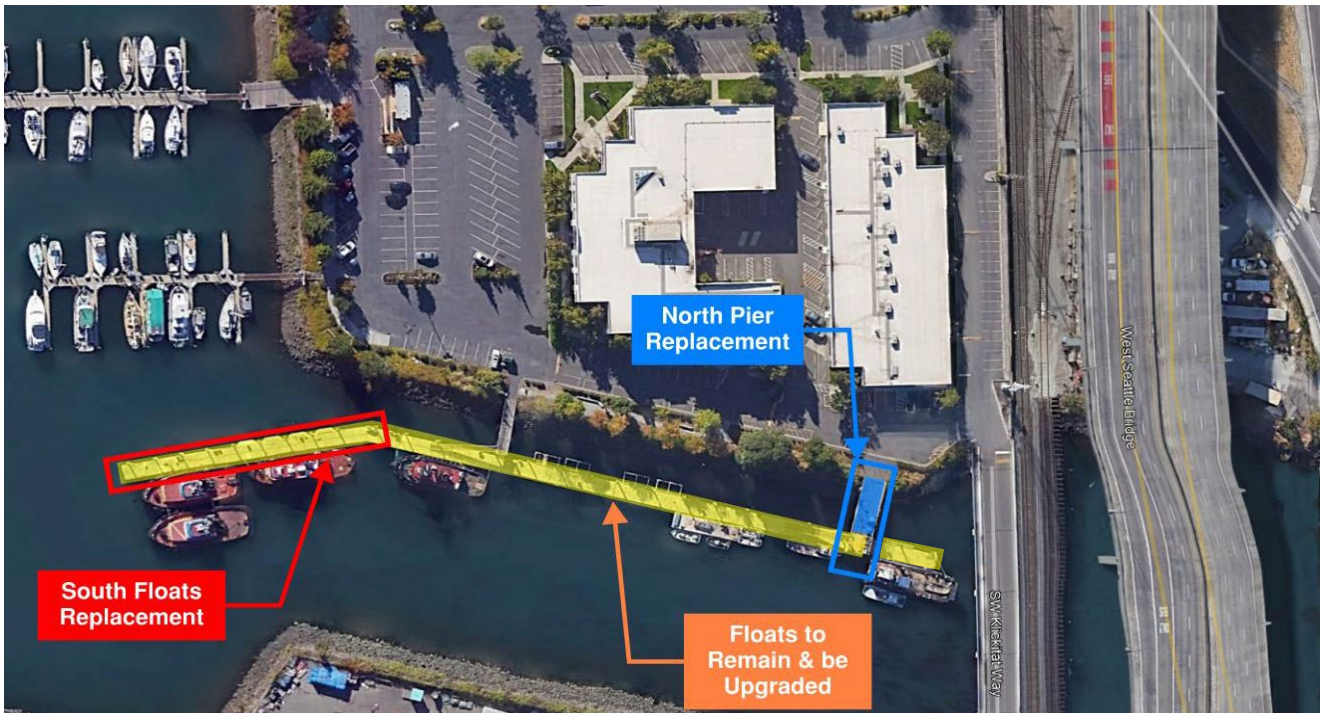


Figure 1. HIM Dock-E Floats and North Pier Improvements

Following the project kickoff meeting, the Project Manager and Sustainability Coordinator assembled a *Sustainable Project Assessment and Review Collaboration* (SPARC) team. The SPARC team leverages port expertise and knowledge of existing and emerging sustainability practices to:

- (1) Identify, review, brainstorm, and recommend sustainability concepts and ideas for project and operational teams to consider and evaluate during the development and design stage of port projects.
- (2) Encourage project and operational teams to evaluate and consider innovative strategies to reduce emissions and energy use beyond traditional approaches.
- (3) Select and apply the relevant Sustainable Evaluation Framework criteria to highlight tradeoffs and benefits during development of the Sustainable Design Approach (SDA).

PROJECT GOALS

The SPARC team met in January 2020 to solidify project goals which were shared with the designer to identify potential design alternatives/strategies to move forward into the 30% design process. Given the limited nature of the project's scope, only a few sustainability goals were concentrated on. However, though sustainability aspects such as well-being and equity are not addressed directly, they are included in the project's general requirements.

- **Sustainable Asset Management**
 - Upgrade structural integrity and load capacities to meet existing uses
 - Restore vehicle access to North Pier
 - Avoid future structural damage to dock

- **Habitat**
 - Look for cost effective opportunities to enhance habitat, such as
 - Including light transmissivity elements such as “open grating”
 - Removing angular rock from bankline to increase potential for shoreline vegetation
 - Removing debris from the bankline and seabed
 - Consider use of Reinhall piles to reduce underwater noise during pile driving
- **Materials**
 - Consider alternative design materials for replaced structures
 - Low-embodied carbon concrete
 - Alternatives to concrete
 - Alternative flotation materials
- **Water Quality**
 - Look into options to address spill containment where feasible
- **Financial Sustainability**
 - Balance project cost and function against environmental benefits

SUSTAINABLE EVALUATION FRAMEWORK CRITERIA

The goals identified by the SPARC team support three of the seven criteria articulated in the SEF Policy Directive:

- **Reduce GHG Emissions.** The design acknowledges the need for shore power and will accommodate the existing system during float replacement. We will prioritize locally sourced and recycled materials where possible to reduce lifecycle emissions.
- **Increase Resilience.** The proposed improvements will upgrade the existing system to provide necessary structural support, limiting future damage to the existing structures and allowing for the docks to meet current and future intended function.
- **Protect Health and the Environment.** This project focuses on the replacement and upgrade of existing infrastructure while limiting environmental impacts. Goals focus on materials, habitat, and water quality.
- **Support Local Economic Development/Advance Equity.** Prioritize WMBE and local business use in contracting and material sourcing.

THIRD PARTY CERTIFICATION

The SDA is required to include a recommendation as to whether a project should pursue an applicable third-party sustainability certification (such as LEED or Envision.) Staff does not recommend pursuing certification for this project due to its limited scope but may apply principles from the American Society of Civil Engineers “Envision” rating system to help inform the design as appropriate.

SUSTAINABLE DESIGN STRATEGY

A Sustainable Design Meeting was held on February 22, 2021. The Project Manager and Sustainability Coordinator worked with our design consultant, Reid Middleton, to create a Sustainable

Design Report for the project. Based on the objectives above, Sustainable Asset Management and Habitat objectives will be met regardless of project alternative. Water Quality, Materials, and Financial Sustainability were evaluated for the float guide piling system, replaced South Float System, and replaced North Pier.

FLOAT GUIDE PILING

Current system: steel piling and treated timber, treated timber to be removed and replaced

Infeasible replacement alternatives:

- Composite piling is not feasible structurally due to proposed loads and substrate conditions
- Concrete piling is not feasible unless all piles are replaced (cannot mix concrete piles with steel piles)
- Reinhall piling not feasible due to size (Reinhall available at 18” diameter)
- Treated timber pile is not recommended due to environmental concerns
- Thicker steel piles not feasible unless all piles are replaced (cannot mix pile sizes)

Feasible steel pile replacement alternatives:

Alternatives	Water Quality Impacts	Materials	Financial Sustainability	
			Cost	Design Life
12” ½” Wall Steel Pile	None identified	Needs to be replaced quicker, wasting more material	\$60,000	25 years
12” ½” Wall Steel Pile: Galvanized	Release of zinc into the environment	Longer design life	\$66,000	45 years
12” ½” Wall Steel Pile: Epoxy-coated	None identified	Longer design life, coating maintenance due to abrasion	\$77,000	35 years
12” ½” Wall Steel Pile: Galvanized and Epoxy-coated	Can release zinc into environment if coating is abraded	Longer design life, coating maintenance due to abrasion	\$165,000	60 years
12” ½” Wall Steel Pile: Galvanized and HDPE Sleeve	Increases submerged land impact, can release zinc into environment if sleeve fails	Longer design life, sleeve maintenance	\$99,000	55 years

NOTE: Alternatives analyses in this document use color coding to help identify the tradeoffs between alternatives. Green shading represents an alternative that advances project goals, yellow represents neutral impact, and red represents an alternative that does not advance goals. The highlighted row is the recommended alternative.

Alternative selection:

There are environmental concerns with having galvanization exposed to the environment. High levels of zinc have been found in stormwater, which has been attributable to galvanized metal surfaces, motor oil and hydraulic fluid, and tire dust. The Department of Ecology has an initiative to remove zinc from the environment as part of its purview over stormwater and the Port of Seattle strives to limit the amount of galvanized materials in the environment by recommending the use of regular steel, stainless steel, or coatings over galvanized metal. This has typically been discussed in the context of upland applications and we are currently exploring application of this standard to in-water projects.

The upfront cost and life of both galvanized steel and epoxy-coated steel is similar. However, long-term maintenance costs of epoxy-coated steel could be higher since there is the potential for coating abrasion due to rubbing of the floating dock against the pile. This also reduces its expected design life. The Port of Seattle does not typically use coated steel and we therefore have no information on life and maintenance costs for coated piles. Washington State Ferries commonly uses coated steel and we have requested information from them. This information and other research will inform the Port's final approach.

In consultation with the Port Stormwater Utility, Engineering, and Marine Maintenance, we propose this project as a pilot using coated steel. Its life and condition will be assessed yearly. This is a good location for a pilot since the piles are easily accessible for repair and maintenance purposes.

SOUTH FLOAT REPLACEMENT

Current system: concrete floats

Infeasible replacement alternatives:

- Aluminum and plastic float systems are not feasible due to the design loads for the facility
- Concrete floats are not feasible since they cannot allow for light penetration (code compliance)
- Composite frame is not feasible due to structural integrity
- Uncoated steel is not feasible due to corrosion, aesthetics, and safety concerns
- Coated steel decking is not a common product and is therefore not analyzed

Feasible float replacement alternatives:

Design Component	Alternatives	Water Quality Impacts	Materials	Financial Sustainability	
				Cost	Design Life
Frame	Galvanized Steel Frame	Release of zinc into the environment	Longer design life	\$95,000	45 years
	Steel Frame with Epoxy Coating	None identified	Longer design life, coating maintenance due to abrasion	\$110,000	35 years
	Galvanized Steel Frame with Epoxy Coating	Can release zinc into environment if coating is abraded	Longer design life, coating maintenance due to abrasion	\$190,000	60 years
Decking	Galvanized Grated Steel Decking	Release of zinc into the environment	Longer design life	\$65,000	50 years
	Fiberglass Grated Decking	None identified	Longer design life, low maintenance, light weight, durable	\$44,000	50 years
Floats	Float Tub	Thin cover around flotation prone to expose foam to environment	Shorter design life	\$36,000	30 years
	Galvanized Steel Filled with Flotation	Release of zinc into the environment	Longer design life	\$125,000	35 years

Design Component	Alternatives	Water Quality Impacts	Materials	Financial Sustainability	
				Cost	Design Life
	Coated Galvanized Steel Filled with Flotation	Can release zinc into environment if coating is abraded	Longer design life, coating maintenance due to abrasion	\$220,000	50 years
	Coated Steel Filled with Flotation	None identified	Longer design life, coating maintenance due to abrasion	\$140,000	35 years
	HDPE Pipe Filled with Flotation	None identified	Longer design life, low maintenance	\$75,000	50 years

NOTE: Alternatives analyses in this document use color coding to help identify the tradeoffs between alternatives. Green shading represents an alternative that advances project goals, yellow represents neutral impact, and red represents an alternative that does not advance goals. The highlighted row is the recommended alternative.

Alternative selection:

Frame

Float framing options include steel framed systems, which can be designed for commercial loading at a moorage facility and have been used for a long time. Steel frames for the float system should be hot-dip galvanized or coated to protect them from corrosion and provide a longer service life. The Port recommends epoxy coating over galvanization due to concerns with zinc and comparable service life.

Decking

Any grating used should be suitable for ADA accessibility and have no greater than a half-inch gap. From a sustainability perspective, the more open space in the grating, the more light penetration can occur. Generally, grating with 60 percent or more open space is requested for use on floating docks to provide environmental benefits. There are fiberglass gratings that provide both ADA accessibility and have 60 percent or more open space. Steel grating could be used but adds significant weight to the float system and would need to be galvanized or coated to provide corrosion and slip resistance. Since no commercial operations are conducted on the float deck and heavy equipment is not used on the float deck, fiberglass decking is recommended from both a sustainability and a life cycle cost perspective.

Floats

The floats will require flotation units that are fully encased. Four potential options include standard manufactured float tubs, flotation with sprayed-applied coating, steel pipes or pontoons filled with flotation, and High-Density Polyethylene (HDPE) pipes filled with flotation. Standard manufacturer float tubs have relatively thin coverage around the flotation. HDPE pipes have a much thicker wall of protection around the foam flotation. Steel pipes or pontoons would need to be protected from corrosion with galvanizing or coatings. Given the heavy loads, potential for high impact and commercial operations at the facility, and desire for sustainability to reduce zinc in the environment, we recommend HDPE pipes filled with flotation are utilized as the flotation units for the float system.

NORTH PIER REPLACEMENT

Current system: treated timber pier

Infeasible replacement alternatives:

- Grating is not recommended as a feature due to heavy equipment use on pier

- Composite piling not feasible structurally due to proposed loads and substrate conditions
- Reinhall piling not feasible due to substrate conditions
- Treated timber pile is not recommended due to environmental concerns
- Concrete piling is not recommended due to substrate conditions
- Uncoated steel deck is not feasible due to corrosion, aesthetics, and safety concerns

Feasible north pier replacement alternatives:

Design Component	Alternative	Water Quality Impacts	Materials	Financial Sustainability	
				Cost	Design Life
Deck	Concrete Deck	Consideration of embodied carbon	Longer design life	\$120,000	50 years
	Coated Galvanized Steel Deck	Can release zinc into environment if coating is abraded	Longer design life, coating maintenance due to abrasion	\$245,000	60 years
	Galvanized Steel Deck	Release of zinc into the environment	Longer design life	\$140,000	50 years
Piles	18" ½" Wall Steel Pile	None identified	Needs to be replaced quicker, wasting more material	\$136,000	25 years
	18" 1" Wall Steel Pile	Increases submerged land impact	Increased design life, but limited to no availability	\$272,000	50 years
	18" ½" Wall Steel Pile: Galvanized	Release of zinc into the environment	Longer design life	\$144,000	45 years
	18" ½" Wall Steel Pile: Epoxy-coated	None identified	Longer design life, coating maintenance due to abrasion	\$158,000	40 years
	18" ½" Wall Steel Pile: Galvanized and Epoxy-coated	Can release zinc into environment if coating is abraded	Longer design life, coating maintenance due to abrasion	\$252,000	60 years
	18" ½" Wall Steel Pile: Galvanized and HDPE sleeve	Increases submerged land impact, can release zinc into environment if sleeve fails	Longer design life, sleeve maintenance	\$180,000	55 years

NOTE: Alternatives analyses in this document use color coding to help identify the tradeoffs between alternatives. Green shading represents an alternative that advances project goals, yellow represents neutral impact, and red represents an alternative that does not advance goals. The highlighted row is the recommended alternative.

Alternative selection:

Deck

A concrete deck is recommended for its sustainability, having a long service life and relatively inert material properties once cured. Concrete pier decks are common and durable for the type of operations at the facility. The solid concrete deck will also allow for collection and containment of stormwater

runoff that could then be routed upland for treatment prior to discharge. To further improve the sustainability of the project, the solid concrete deck can be precast concrete deck panels to minimize overwater concrete work and construction time. Low embodied carbon concrete may be an option for the pier deck depending on availability, schedule, and cost.

Piles

Potential pile types include different steel treatments. As discussed for the guide piling system, we propose this project as a pilot to use epoxy-coated steel. Its life and condition will be assessed yearly. This is a good location for a pilot since the piles are easily accessible for repair and maintenance purposes.

OVERALL SUSTAINABILITY MEASURES

The following sustainability measures will be considered regardless of the alternatives listed above:

- Demolition and Disposal Plan
- Adherence to a Water Quality Control and Spill Control Plan
- Proper removal and disposal of all treated timber piling, timber pier structure, and other demolition debris
- Consideration of coatings or sleeves for any steel or galvanized components
- Utilization of a fully grated deck for the new South Float System to maximize light penetration
- Maintenance or reduction of the overall footprint of the South Float System
- Addition of supplemental flotation to maintain wood waler system on North Float above water
- Utilization of vibratory hammer where feasible
- Require use of bubble curtain to reduce underwater noise if impact pile driving necessary
- Utilization of sustainable (low-embodied) concrete and concrete products
- Utilization of environmentally friendly sealants
- Utilization of stainless-steel utility hangers
- Limited use of treated timber
- Prioritize WMBE and local business use in contracting and material sourcing
- Prioritize locally sourced and recycled materials where possible
- Designed to be ADA compliant
- Design will accommodate the existing shore power system during float replacement

Harbor Island Marina Dock-E Floats & North Pier Improvements

CONSTRUCTION FUNDING APPROVAL

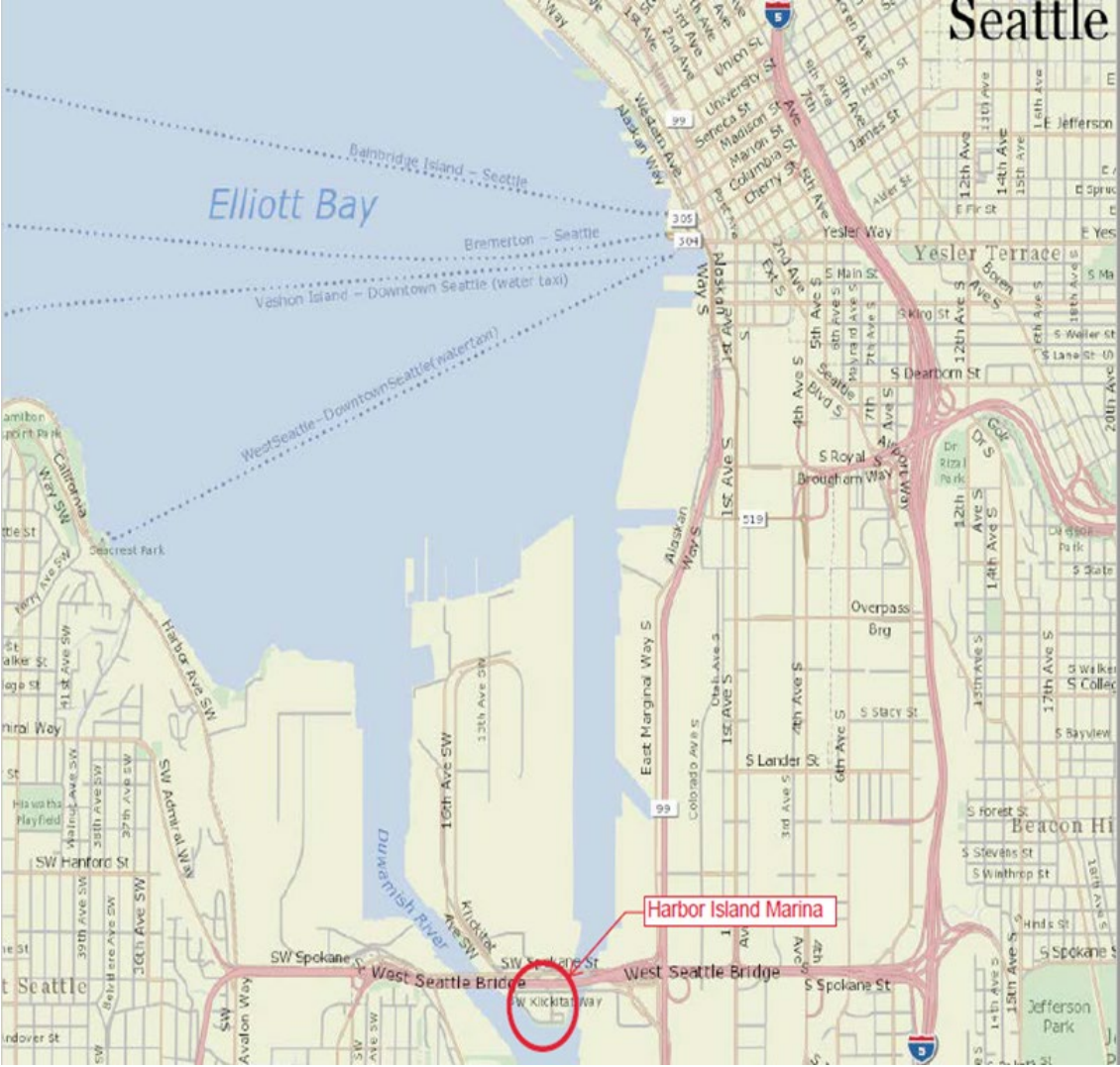
April 11, 2023

Authorization Request

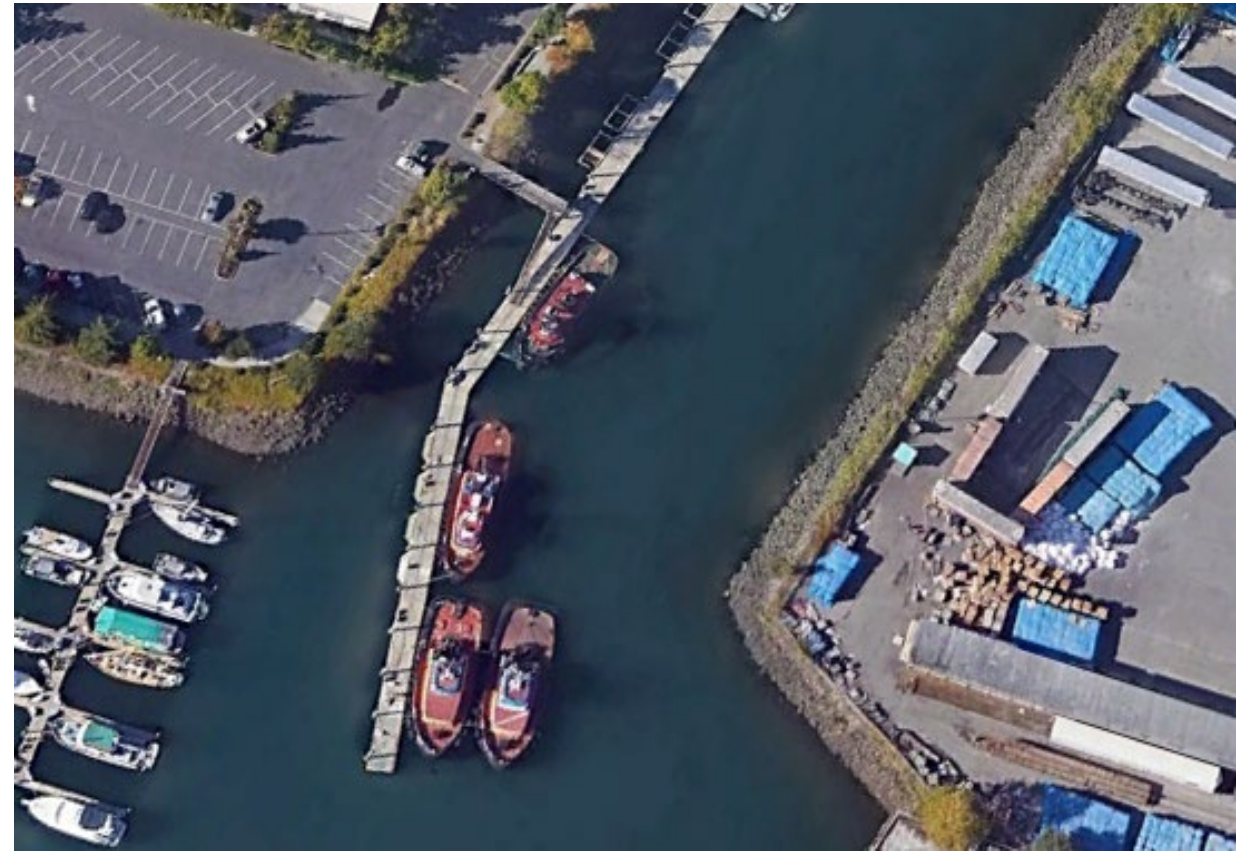
HIM Dock-E Floats & North Pier Improvements

Request Commission authorization for the Executive Director to advertise and execute a major works construction contract to replace elements of Dock-E at Harbor Island Marina and increase its overall vessel loading capacity. Total request for this action will be \$3,955,000 for a project total authorization of \$5,000,000.

Project Location

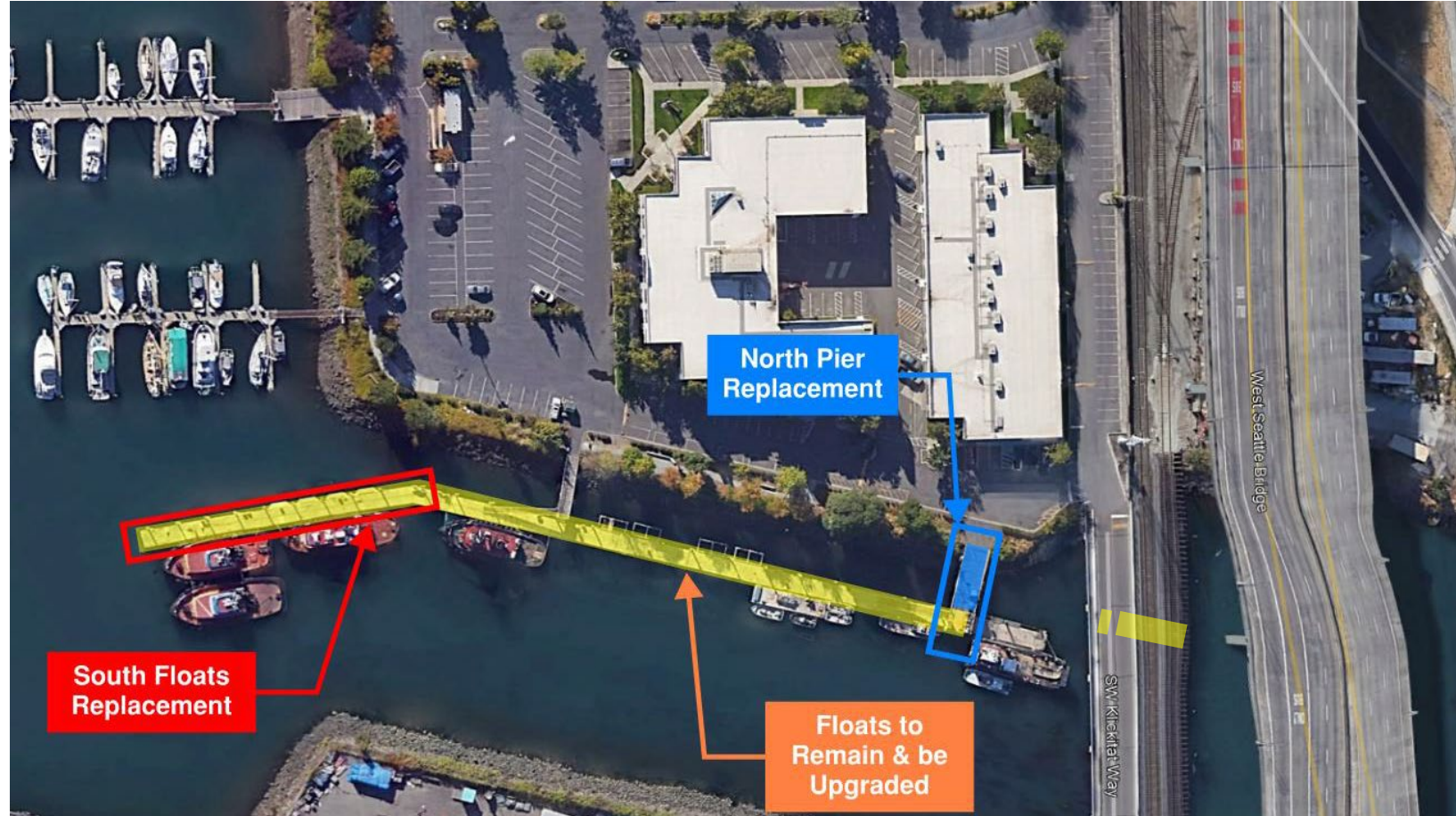


HIM Dock-E Existing Tenant Moorage



HIM Dock-E Floats & North Pier Improvements

Scope of Work

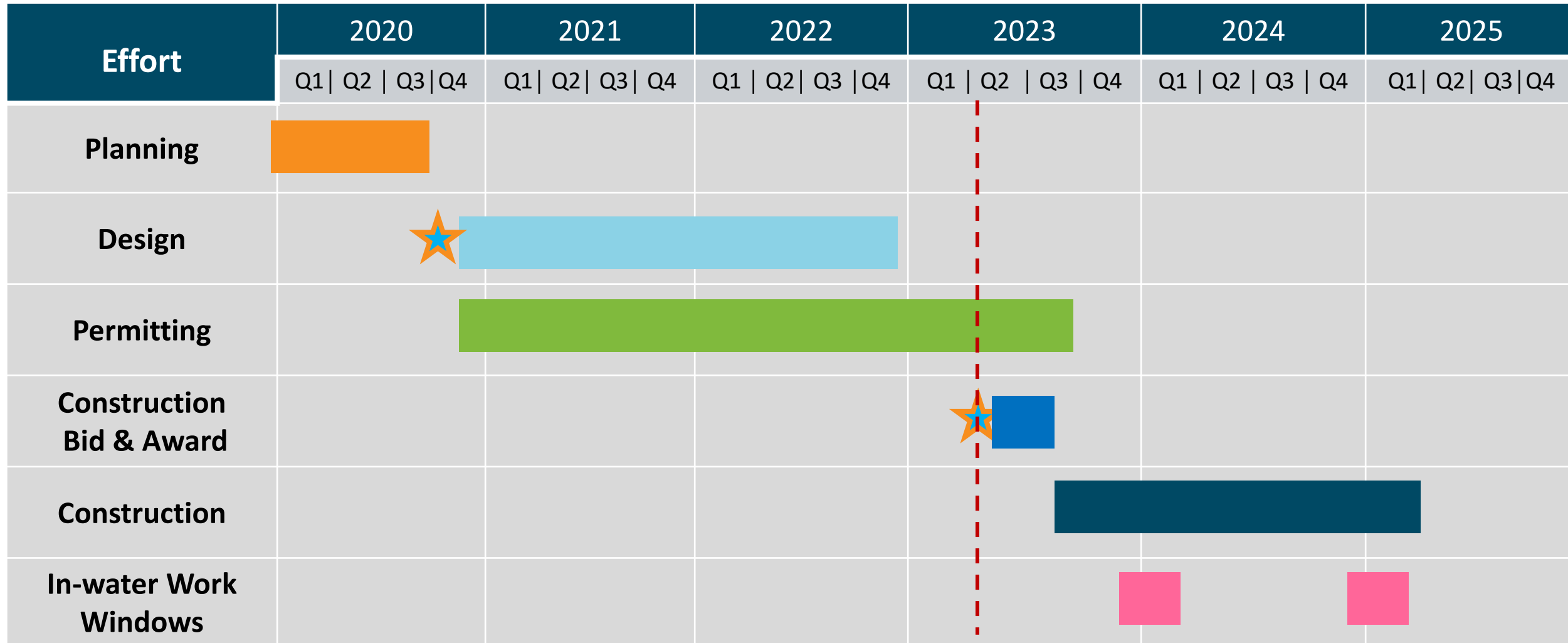




Sustainable Evaluation Framework

- **Designated as Tier 2 project**
- **Sustainability Recommendations (Energy & Sustainability Committee, July 2021) :**
 - Existing treated timber piles to be eliminated, reducing water quality impacts
 - New steel piles and dock floats framework to be epoxy coated (rather than galvanized) to reduce leaching of zinc into waterway
 - Fiberglass grated decking on new dock floats to allow light penetration to the water below while maintaining ADA accessibility
 - High-density polyethylene (HDPE) pipe filled with buoyant foam material to provide increased durability and corrosion resistance

HIM Dock-E Floats & N. Pier Schedule



 = Commission Meeting Authorization

Construction Schedule Milestones

Commission construction authorization	4/11/2023
Advertise for construction bids	4/13/2023
Construction Notice of Intent to Award (enabling start of materials procurement by Contractor)	June 2023
Construction Notice to Proceed issuance	Aug 2023
Phase I construction start	12/15/2023
Phase 2 construction start	12/15/2024
Substantial construction completion	3/31/2025

Financial Summary

	This Request	Total Project
Design and Permitting	\$0	\$1,045,000
Construction	\$3,955,000	\$3,955,000
Total	\$3,955,000	\$5,000,000

[RETURN TO AGENDA](#)



**COMMISSION
AGENDA MEMORANDUM**

Item No. 8f

ACTION ITEM

Date of Meeting April 11, 2023

DATE: April 3, 2023

TO: Stephen P. Metruck, Executive Director

FROM: Eileen Francisco, Director, Aviation Project Management
Wendy Reiter, Director, Aviation Security

SUBJECT: Keys for Card Readers Design and Construction Authorization (CIP# C801185)

Amount of this request: \$2,850,000

Total requested project cost: \$2,900,000

ACTION REQUESTED

Request a single Commission authorization for the Executive Director to (1) complete the design of the Keys for Card Readers project at Seattle-Tacoma International Airport, and (2) advertise and award a major works construction contract for its construction. The total project estimated cost is \$2,900,000.

EXECUTIVE SUMMARY

Seattle-Tacoma International Airport is divided into two zones, one publicly accessible and one secured and accessible only to authorized personnel. This project will improve security at ten (10) baggage conveyor belt doors at the Airport’s ticketing lobby by treating seven (7) doors with Airport Access Controls and ten (10) doors with cameras. These improvements will facilitate Port security management, monitoring, and investigations. This project will also replace one manually operated door with an automated roll-up door. This new door and the enclosure surrounding the conveyor pathway will be fire-rated to meet current building code requirements. The anticipated total project value is \$2.9 million.

JUSTIFICATION

This project increases airport security by installing access control at the baggage conveyor belt doors at the ticketing lobby with direct access from the public to the secured areas of the airport. This project focuses on the baggage induction points that do not currently have access control system card readers. This will allow for proper auditing and tracking of access to these areas. This will also allow for employee access to be added and removed expeditiously. In addition, this project will provide alarm when the doors are left open, reducing the safety issue if someone tries to go through the door. The Alarm Response Monitor (ARM) will now have the ability to receive the alarm and dispatch security when deemed necessary.

Meeting Date: April 11, 2023

Diversity in Contracting

The project staff intends to utilize an existing Indefinite Delivery Indefinite Quantity (IDIQ) Contract (P00320886) that has an established 25% WMBE aspirational commitment associated with the design. In partnership with the Diversity in Contracting department, this project will look for opportunities to further increase the established commitment under this service directive. In partnership with Diversity in Contracting, we have established an 8% WMBE aspirational goal associated with construction.

DETAILS

Initially, the project anticipated replacing four manually operated baggage conveyor belt doors with automated access control doors along with adding access control to operate another six doors for a total of ten doors being replaced or upgraded. As project definition progressed it became clear that three doors would be best completed by other projects that would be modifying these doors anyway at some point in the near future. Thus, the project will upgrade seven existing baggage conveyor belt doors that are operated with keys to doors that will be operated through the Airport’s access control system in the Airport’s ticketing lobby while adding cameras to view all 10 doors. These upgrades are listed in more detail below.

Scope of Work

Includes

- (1) Convert six (6) keyed baggage conveyor belt doors in the ticketing lobby from key locks to card readers.
- (2) Replace one (1) manual baggage conveyor belt door with a 2-hour fire-rated automated access control door.
- (3) Improve the fire-rating of the conveyor enclosure behind the replaced door to a 2-hour fire-rated assembly.
- (4) Install ten (10) security cameras at the baggage conveyor belt doors.

Schedule

Activity

Design start	2023 Quarter 2
Construction start	2024 Quarter 4
In-use date	2025 Quarter 2

Cost Breakdown

	This Request	Total Project
Design	\$550,000	\$600,000
Construction	\$2,300,000	\$2,300,000
Total	\$2,850,000	\$2,900,000

Meeting Date: April 11, 2023

ALTERNATIVES AND IMPLICATIONS CONSIDERED

Alternative 1 – Replace 4 baggage induction doors, construct code required 2-hour area separation walls, install 10 card readers, and install 10 security cameras.

Cost Implications: \$5,000,000

Pros:

- (1) Provides increased security.
- (2) Standard across multiple doors to allow for maintainability.
- (3) Immediate ability to get a notification when a door is left open.
- (4) Immediate ability to grant or remove access privileges.

Cons:

- (1) Requires larger capital expenditure, more than double the current budget.
- (2) Door retrofit may be impacted due to existing infrastructure that may be in the way.

This is not the recommended alternative.

Alternative 2 – Install 6 card readers and 10 cameras. Replace no doors.

Cost Implications: \$2,000,000

Pros:

- (1) Requires smaller capital expenditure.
- (2) Provides increased security.
- (3) Standard across multiple doors to allow for maintainability.
- (4) Immediate ability to grant or remove access privileges.
- (5) Immediate ability to get a notification when a door is left open.

Cons:

- (1) Four existing doors not replaced would still be keyed.
- (2) Will not provide the immediate ability to add or remove access at all doors.
- (3) Will not prove an immediate ability to get a notification for the door if left open at all doors.

This is not the recommended alternative.

Alternative 3 – Replace 1 baggage conveyor door, install 7 card readers, and install 10 security cameras.

Cost Implications: \$2,900,000

Pros:

- (1) Provides increased security.
- (2) Requires medium capital expenditure.
- (3) Allows other projects to remain fully in control of their own scopes and not rely on this project to complete one element, i.e., the conveyor door(s).
- (4) Immediate ability to grant or remove access privileges.
- (5) Immediate ability to get a notification when a door is left open.

Meeting Date: April 11, 2023

Cons:

- (1) 3 existing doors not replaced would still be keyed until the Airline Realignment and American Airlines projects are carried out.
- (2) Will not provide the immediate ability to grant or remove access at all doors.
- (3) Will not provide the immediate ability to get a notification when a door is left open at all doors.

This is the recommended alternative.

FINANCIAL IMPLICATIONS

<i>Cost Estimate/Authorization Summary</i>	Capital	Expense	Total
COST ESTIMATE			
Original estimate	\$1,946,000	\$0	\$1,946,000
Current change	\$954,000	\$0	\$954,000
Revised estimate	\$2,900,000	\$0	\$2,900,000
AUTHORIZATION			
Previous authorizations	\$50,000	\$0	\$50,000
Current request for authorization	\$2,850,000	\$0	\$2,850,000
Total authorizations, including this request	\$2,900,000	\$0	\$2,900,000
Remaining amount to be authorized	\$0	\$0	\$0

Annual Budget Status and Source of Funds

The Keys for Card Readers #C801185 is included in the 2023-2027 capital budget and plan of finance with a budget of \$1,946,000. The capital budget increase of \$954,000 was transferred from the Aeronautical Allowance CIP C800753 resulting in no net change to the Airport capital budget. The funding sources will be the Airport Development Fund and future revenue bonds.

Financial Analysis and Summary

Project cost for analysis	\$2,900,000
Business Unit (BU)	Airfield Movement Area
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 in 2025

Meeting Date: April 11, 2023

Future Revenues and Expenses (Total cost of ownership)

Aviation Maintenance anticipates a minimal increase in ongoing operations and maintenance costs to maintain the additional security equipment and roll-up doors. While the impact from this individual project is minimal, the overall impact from upcoming security projects will likely require an additional Electrical and Electronic systems technician to support ongoing operations and maintenance.

ATTACHMENTS TO THIS REQUEST

None

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

None

RETURN TO AGENDA



**COMMISSION
AGENDA MEMORANDUM**

Item No. 8g

ACTION ITEM

Date of Meeting April 11, 2023

DATE: March 17, 2023

TO: Stephen P. Metruck, Executive Director

FROM: Susie Archuleta, Sr. Real Estate Manager
Rod Jackson, Capital Project Manager
Melinda Miller, Director, Portfolio and Asset Management

SUBJECT: Central Waterfront Elevator Modernization Project Additional Funding Request (CIP # C801016) (Short Form)

Amount of this request:	\$350,000
Previously Authorized:	\$3,468,000
Total estimated project cost:	\$3,818,000

ACTION REQUESTED

Request Commission authorization for the Executive Director to approve additional funding in the amount of \$350,000 for construction completion and closeout of the Central Waterfront Elevator Modernization project.

The amount of this request is \$350,000 for a total estimated project cost not to exceed \$3,818,000.

SUMMARY

The Bell Street Elevator modernization is substantially complete, however the Lenora Elevator is having challenges that continue to go beyond what our contingency fund can cover due to the recent developments on site such as the following:

- Soft cost increases (In-house staff) due to the longer than anticipated project schedule.
- Elevator valve and oil cooler installation delays for Lenora Street elevator.
- Fire Alarm Permit approvals (Life Safety) once both elevator punch list items are almost complete.
- Lessons Learned follow up discussions with the team as the project closes out.
- Staff doesn't know how long it will take for the water infiltration damage claim to be processed with Granite/City and funds returned to the port.
- Liquidated Damages will be issued to Turner/Schindler for the late delivery; however, it will still take time to offset the current costs after project completion.

Meeting Date: April 11, 2023

- Staff was informed by contractor, Turner/Schindler, that delays are expected for the final punch list installations. (Beyond our previously anticipated August 2022 completion date).

The Lenora and Bell Street elevators are critical waterfront infrastructure, providing access for thousands of visitors and residents annually from the Central Waterfront to the Market and Seattle’s downtown. Both elevators are over 20 years old with critical operating components now at the end of their programmed service lives and this project will finally upgrade the supporting architectural elements of both elevators, consisting of towers, bridges, walkways, and stairways.

The project is still expected to be complete in Q2/2023 with Closeout in Q4/2023.

There are no attachments to this memo.

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

June 28, 2022 – Additional funding authorization

August 11, 2020 – Design and Construction funding authorization

RETURN TO AGENDA



**COMMISSION
AGENDA MEMORANDUM**

Item No. 10a

ACTION ITEM

Date of Meeting April 11, 2023

DATE : March 10, 2023

TO: Stephen P. Metruck, Executive Director

FROM: Bookda Gheisar; Senior Director, Office of Equity, Diversity, and Inclusion
Tyler Emsky, Vy Nguyen; Strategic Advisor, Commission Office

SUBJECT: **Resolution No.3812- Adoption of the Equity Policy Directive**

ACTION REQUESTED

Request Adoption of Resolution No. 3812: a Resolution of the Port of Seattle Commission establishing an Equity Policy Directive to guide the integration of equity, diversity, inclusion, and belonging into the Port’s practices and policies.

EXECUTIVE SUMMARY

The Equity Policy Directive was drafted in close coordination between the Commission Office and the Office of Equity, Diversity, and Inclusion (OEDI) with consultation of members of the Executive Leadership Team, Port staff, and community-based external stakeholders.

The Directive seeks to codify work launched by OEDI as a result of prior Port Commission action: Motion 2020-19 and Order 2018-06. Through proposed changes in policy and protocol and program evaluation for this body of work, the Directive takes Port values of equity, inclusion, and belonging into concrete action steps and a clear mandate for all Port employees to advance our Century Agenda equity goals and vision while shifting the Port to becoming an inclusive employer where every employee is valued.

JUSTIFICATION

As the first port to establish an Office of Equity, Diversity, and Inclusion, the Port of Seattle has accomplished much in the four short years since the creation of OEDI. This Directive was called for in Order 2018-06, and its development was further bolstered by Motion 2020-19. This Directive would ensure that the equity infrastructure and practices developed specifically for the Port of Seattle continue to be a Portwide priority, with the appropriate staffing and resources, regardless of who holds positions of leadership at the Port in the future.

Meeting Date: April 11, 2023

DETAILS

The Directive makes the Office of Equity, Diversity, and Inclusion (with the Director of OEDI serving on the Executive Leadership Team) and the inter-departmental Change Team permanent parts of the organization.

Operational elements proposed in the Directive include annual equity goal setting and reporting requirements, utilization of Port-developed equity tools such as the Equitable Budgeting Tool to the greatest extent possible in planning and operationalization of Port work, and clarification of OEDI’s role in supporting employee growth, advancement, and knowledge of equity practices and/or issues across the Port.

External-facing parts of the Directive include: a commitment to expand our portfolio of community-based programs such as the Duwamish Valley Community Equity Program, engage community advisors as needed, and to work to reduce barriers to participation by community leaders in Port outreach.

Finally, this Directive launches two initiatives for the Port: 1) development of an environmental justice framework and/or principles to guide future Port operations and projects; and 2) an internal workgroup to examine and define “equity-related resources” for future budget planning and proposals.

FINANCIAL IMPLICATIONS

To the extent the Equity Policy Directive has financial implications, these will be identified and evaluated annually as part of the regular budget planning process.

ATTACHMENTS TO THIS REQUEST

- (1) Resolution No. 3812
- (2) Previous 03/28/23 Presentation Attachment

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

October 13, 2020 – The Commission approved Motion 2020-19

May 8, 2018 – The Commission approved Order 2018-06

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**PORT OF SEATTLE
RESOLUTION NO. 3812**

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A **RESOLUTION** of the Port of Seattle Commission establishing an Equity Directive to guide the integration of equity, diversity, inclusion, and belonging into the Port’s practices and policies, and to move our work beyond compliance and mandates towards long-term commitment and sustainable systems change.

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

WHEREAS, the mission of the Port of Seattle is to promote economic opportunities and quality of life in the region which includes building an inclusive economy and public agency that values and advances equity, diversity, inclusion, and belonging; and

WHEREAS, the Port of Seattle Commission adopted Order No. 2018-06 on May 8, 2018, which created an equity pilot program which recognized equity as critical to the Port’s core values as an organization and called for the creation of an Equity Policy Directive; and

WHEREAS, the Port of Seattle Commission adopted Motion 2020-19 on October 13, 2020, which directed the Executive Director to examine Port operations and policies for sources of racial bias and discrimination and to develop programs and policies to eliminate inequity in all aspects of the organization; and

WHEREAS, the Port’s Office of Equity, Diversity, and Inclusion was created in 2019, the first of its kind for a port nationally, with a mission to build capacity across the organization to address institutional oppression and to transform Port policies, practices, and processes; and

WHEREAS, Order 2018-06 and Motion 2020-19 have both informed development of an Equity Policy Directive that would apply Portwide and incorporate equity into the Port’s structural, operational, and external practices, and would help to achieve the Century Agenda goal of becoming a more equitable, diverse, and inclusive organization; and

WHEREAS, environmental justice is a distinct and critical component of equity, the Port’s long history of and ongoing engagement with communities along the Duwamish, Elliott Bay, and surrounding the airport will be vital to deepening the Port’s expertise on environmental justice as directed by the Equity Policy Directive; and

42 **WHEREAS**, the Port of Seattle has continuously worked to put our equity values into
43 action by re-building the Port into a national leader and as an inclusive employer where
44 employees feel they belong and are valued; and by pro-actively working to ensure our programs,
45 policies, and initiatives incorporate equity best practices to the greatest extent possible in order
46 to reach our anti-racist goals.

47
48 **NOW, THEREFORE, BE IT RESOLVED** by the Port of Seattle Commission as
49 follows:

50
51 SECTION 1. The Equity Policy Directive as shown in the attached Exhibit A is hereby
52 established with the following goals:

53
54 Goal 1: Identifying and eliminating disparities in access to working with and for the Port of Seattle.

55
56 Goal 2: Ensuring that all internal and external initiatives, programs, structures, and practices have
57 Equity, Diversity, Inclusion, and Belonging at their core.

58
59 Goal 3: Developing leadership accountability for reaching Equity, Diversity, Inclusion, and
60 Belonging goals in our work across the Port and in port-related industries.

61
62 Goal 4: Deepening our collective analysis of anti-Black racism in order to improve our policies,
63 programming, and practices to positively impact Black employees and community members.

64
65 Goal 5: Strengthening our community partnerships in Port-related work through authentic
66 relationship building and engagement with Port-impacted communities.

67
68 Goal 6: Proactively seeking community input to inform and influence decision-making related to
69 Port of Seattle projects, programs, and initiatives.

70
71 Goal 7: Working to infuse recommendations from the Port’s Equity Assessment and Women of
72 Color Assessment and any future assessments into practice and policy as well as working towards
73 culture and system shifts to strengthen equity at the Port of Seattle.

74
75 SECTION 2. The Policy Directive contained in Exhibit A and attached to this Resolution
76 shall be labeled and catalogued as appropriate, together with other Commission Policy Directives,
77 and shall be made readily available for use by Port staff and members of the public as a governance
78 document of the Port of Seattle.

89 **ADOPTED** by the Port of Seattle Commission at a duly noticed public meeting thereof,
90 held this ___ day of _____, 2023, and duly authenticated in open session by the
91 signatures of the commissioners voting in favor thereof and the seal of the Commission.

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Port of Seattle Commission

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EXHIBIT A to Resolution 3812 –



Port of Seattle Commission
Equity Policy Directive

As Adopted
XXXX XX, 2023

116 **SECTION 1. Purpose.**

117
118 The Port of Seattle is committed to being a regional and national leader in equity and social
119 justice.

120
121 At the Port of Seattle, we center racial equity because of the role that government, as an
122 institution, has and continues to have in perpetuating racial inequities. Racial oppression is
123 foundational to our country's origins; it forms the language and structure for all types of
124 discrimination. Centering racial equity at the Port of Seattle sets a specific, strategic focus that
125 will allow us to develop structural approaches to address all forms of oppression and to advance
126 our inclusion and belonging values as a public agency.

127
128 Our vision is to develop a Port that mirrors — throughout its breadth of operations and services
129 and within its leadership structure — the diversity of our community, instills principles of equity
130 in its culture, and ensures a fair and intentional distribution of opportunities with the goal of
131 expanding economic development and quality of life for all.

132
133 The purpose of this policy directive is to guide the integration of equity, diversity, inclusion, and
134 belonging into the Port’s practices and policies, and to move our work beyond compliance and
135 mandates towards long-term commitment and sustainable systems change. The Port has already
136 taken the critical step of recognizing the need to center equity in the work of the organization.
137 The Port of Seattle Commission has centered equity in several ways, such as: adding a goal to
138 become a model for equity, diversity, inclusion, and belonging to the Century Agenda; creating
139 the first in the nation Port Office of Equity, Diversity, and Inclusion (OEDI); conducting a Port
140 Policing Equity Assessment; adopting the Duwamish Valley Community Benefits Commitment
141 Policy Directive; recognizing Juneteenth as a Port-paid holiday; and passing the 2020 Racial Bias
142 and Equity Motion.

143
144 To further this work, this directive will advance equity, diversity, inclusion, and belonging by:

- 145 A. Identifying and eliminating disparities in access to working with and for the Port of
146 Seattle.
- 147 B. Ensuring that all internal and external initiatives, programs, structures, and practices
148 have Equity, Diversity, Inclusion, and Belonging at their core.
- 149 C. Developing leadership accountability for reaching Equity, Diversity, Inclusion, and
150 Belonging goals in our work across the Port and in port-related industries.
- 151 D. Deepening our collective analysis of anti-Black racism in order to improve our policies,
152 programming, and practices to positively impact Black employees and community
153 members.
- 154 E. Strengthening our community partnerships in Port-related work through authentic
155 relationship building and engagement with Port-impacted communities.
- 156 F. Proactively seeking community input to inform and influence decision-making related to
157 Port of Seattle projects, programs, and initiatives.

160 G. Working to infuse recommendations from the Port’s Equity Assessment and Women of
161 Color Assessment and any future assessments into practice and policy as well as working
162 towards culture and system shifts to strengthen equity at the Port of Seattle.

163
164 **SECTION 2. Definitions.**

165
166 When used in this policy directive, the following words and phrases shall have the meanings given
167 below, unless the context in which they are included clearly indicates otherwise:

168
169 “Anti-Black Racism” means policies and practices rooted in institutions and systems that
170 reinforce beliefs, attitudes, prejudice, stereotyping, and/or discrimination towards Black people.
171 While many racial and ethnic groups experience racism or prejudice, the term anti-Black racism
172 underscores the unique experiences of racism for Black people.

173
174 “Belonging” means having a meaningful voice and the opportunity to participate in the design of
175 initiatives, programs, and team/cultural norms. At its core, belonging is not just about inclusion,
176 but also about sharing power, access, and opportunities among all groups and individuals within
177 an organization.

178
179 "Business Planning Efforts" mean Port-wide strategic planning efforts, executed on a quarterly
180 cadence by all divisions and Centers of Expertise across the organization. Quarterly efforts are as
181 follows: Q1 - Analysis of prior year's performance; Q2 - Strategic Business; Q3 - Budget
182 development; and Q4 - Finalizing Budget, Business Plans and goals for the following year.

183
184 “Century Agenda” means the Port’s directional compass that guides the vision of the entire
185 organization.

186
187 “Change Team” means a Port-wide cohort of employees from all departments and lines of
188 business, working to engage all levels of the Port in using a racial equity framework in their daily
189 work, decisions, programming, and policies.

190
191 “Department” means any Port of Seattle organizational structure that has a director that reports
192 to a Managing Director who serves on the Executive Leadership Team.

193
194 “Economic Development Programs” means occupational job training and placement, job
195 advancement and job retention, pre-apprenticeship training, or occupational education
196 programs associated with port tenants, customers; local economic development programs
197 related to port tenants or port-related economic activities that are sponsored by a port and
198 operated by a nonprofit, private, or public entity; small business development; and other
199 programs as authorized by RCW 53.08.245.

204
205 “Equity” means fair treatment, access, opportunity, and advancement for all people while
206 striving to identify and eliminate barriers that have prevented the full participation of historically
207 oppressed communities. Improving equity involves increasing justice and fairness within the
208 procedures and processes of institutions or systems and a fair, intentional distribution of
209 resources.

210
211 “EDI” means equity, diversity, and inclusion. “Equity, diversity, and inclusion” and “equity,
212 diversity, inclusion, and belonging” will be used interchangeably to reflect the growing language
213 of equity-focused work to create a culture and environment of belonging.

214
215 “Equity Directive Implementation Guide” means the reference guide developed to capture the
216 Port’s emerging equity protocols and processes to operationalize equity motions and directives
217 passed by the Commission. As a guide, it is intended to provide a road map on internal systems
218 changes led by OEDI. The Equity Directive Implementation Guide will be updated at the direction
219 of the Senior Director of OEDI. Updates will be developed in consultation with Change Team
220 members, the Executive Director, Executive Leadership Team (ELT), and the Commission
221 committee responsible for oversight of OEDI.

222
223 “Environmental Justice” is the principle that all people and communities have a right to a healthy
224 environment and a right to equal protection and equal enforcement of environmental laws and
225 regulations, and recognizes that vulnerable communities are subjected to disproportionate
226 burdens of pollution.

227
228 “Equity in Budgeting” is the integration of an equity lens into the budgeting process and decision-
229 making, including policies, practices, programs, and ultimately, departmental budgets, to
230 develop strategies and actions that reduce inequities, with a particular focus on racial inequities.

231
232 “*Executive Director’s Protocol on Port-wide Goal Establishment and Reporting*” refers to
233 protocols issued by the Executive Director’s Office which provide guidance and direction on how
234 all new goals, objectives and reporting requirements that impact a majority of divisions, DOEs or
235 staff will be reviewed and adopted by the Executive Director and the ELT.

236
237 “Port Assessments” is in reference to two prior Port assessments: the Equity Assessment and the
238 Women of Color Assessment. In 2021, these two organizational assessments surveyed employee
239 perceptions of the state of equity and conditions for women of color at the Port of Seattle. The
240 findings of each report identify issues and contain recommendations that will move the Port
241 towards its Century Agenda goals and address systemic and/or cultural issues.

242
243 “Port-impacted communities” includes both internal and external stakeholders impacted by Port
244 activities. Internal stakeholders include employees, and external stakeholders include small
245 businesses, vendors, contractors, airport workers, and vulnerable communities impacted by
246 port-related activities.

247

248 “Port-related industries” means aviation, maritime, construction trades, and green career
249 industries.

250
251 “Social Justice” means equal rights and equitable opportunities for all.
252

253 “Women or Minority-Owned Business” (WMBE) means a business that is at least 51 percent
254 owned and controlled by women and/or minority (including, but not limited to African
255 Americans, Native Americans, Asians, and Latino) group members.
256

257 “Workforce Development” means the composite of strategies and services, including career
258 connected learning, K-12 education, worker and employer training and job matching that help
259 connect and retain workers to careers within the Port and port-related economic activities, and
260 that help ensure area businesses have access to the skilled workforce they need to thrive and
261 grow. RCW 53.08.245(1) provides that “[i]t shall be in the public purpose for all port districts to
262 engage in economic development programs.” RCW 53.08.245(2)(a) provides that such economic
263 development programs may include “[o]ccupational job training and placement, job
264 advancement and job retention, pre-apprenticeship training, or occupational education
265 programs associated with port tenants, customers, and local economic development related to
266 port tenants or port-related economic activities that are sponsored by a port and operated by a
267 nonprofit, private, or public entity.”
268

269 **SECTION 3. Scope and Applicability.**
270

271 This directive pertains to all Port of Seattle employees and related business units. Activities to
272 implement this directive must be feasible, under the Port’s legal authority, and within the Port’s
273 policies. Port contractors are outside the scope of this policy directive.
274

275 **SECTION 4. Responsibilities.**
276

277 The Executive Director, or delegate, shall engage in the following activities in pursuit of this policy
278 directive:
279

- 280 1. Develop and implement initiatives, programs, practices, and policies to foster and grow
281 a culture of belonging and inclusion within the Port consistent with this policy directive,
282 including but not limited to: contracting, business opportunities for women or minority-
283 owned businesses, workforce development, creating and supporting internal pathways
284 for employees of color and women to advance within the organization to be successful
285 in their work, and other relevant Port directives and activities.
 - 286 a. For additional guidance on implementation of this directive, the Port shall refer
287 to the Equity Policy Directive Implementation Guide and/or consult with OEDI.
288
- 289 2. Use the Port's influence to advance equity as part of the Port’s mission to promote
290 economic development and enhance quality of life via programs and strategies across
291 King County and the region.

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SECTION 5. Policy.

As part of the Port’s comprehensive Century Agenda Strategic Plan, the Port will strive to “Become a Model for Equity, Diversity, Inclusion.” In doing so, the Port will ensure that internal and external initiatives, programs, structures, and practices will be implemented using an equity lens. To achieve this Century Agenda goal, the Executive Director, or designee, shall implement the following structural, operational, and external-facing policies, and develop the Port’s environmental justice policies:

A. Structural

1. OEDI shall be a permanent department at the Port of Seattle and reside within Corporate/Central Services.
 - a. The leader of OEDI shall serve on the Port’s Executive Leadership Team.
 - b. The mission of OEDI shall be to work with departments to lead and/or support the Port’s efforts to advance equity and inclusion across the Port.
2. The Executive Director, or delegate, shall establish and empower a permanent internal Change Team at the Port. The Change Team shall be empowered to collaborate with managers, directors, senior leadership, and other stakeholders to integrate equity and anti-racism practices and advance Port and department EDI goals
3. Change Team activities and methods will be reviewed and approved by the Executive Director or their delegate.
4. In cases where these activities or methods would impact the majority of divisions, departments, or staff, the Change Team or OEDI shall submit plans for these efforts to the Executive Director, delegate, and ELT for review and approval prior to adoption.

B. Operational

1. As part of annual business planning efforts, each Port department shall set its own annual equity, diversity, and inclusion goals, and work towards achieving these goals. The Executive Director, or delegate, shall designate Port staff to assist departments in the creation and revision of their EDI goals. Departmental EDI goals shall be informed by broad engagement of employees across the department, including Port assessments.
 - a. Any equity goal set for a department shall be developed collaboratively with the respective manager or director of that department and reviewed during the business planning period prior to adoption and implementation.
 - b. Any proposed new goals or reporting requirements shall be brought to regularly scheduled business planning meetings, events, or efforts (annually in Q2), to be included into the standard business planning process conducted by all departments.
 - c. Any goal creation by the ED, delegate or Change Team member shall follow the Executive Director’s Protocol on Port-wide Goal Establishment and Reporting.

- 336 2. Progress towards setting and achieving departmental equity goals shall be considered in
337 the annual performance reviews of the Executive Director and members of the ELT.
- 338 3. The Port shall use an equity in budgeting toolkit, or equivalent mechanism, in the
339 business planning and budgeting process for every department.
- 340 4. The Executive Director, or a delegate, shall:
- 341 a. Develop a definition for “equity-related resources” The proposed definition shall
342 be reviewed by Commissioner Mohamed, Commissioner Cho, and the Equity and
343 Workforce Development Committee.
- 344 b. Calculate and summarize all such equity-related resources in the 2019-2022 Port
345 budgets. These resources shall be calculated as a percent of the total operating
346 budget.
- 347 c. Propose a structure for communicating and executing a pilot for “equity-related
348 resources” in the 2024 budget to Commissioner Mohamed, Commissioner Cho,
349 and the Equity and Workforce Development Committee before the adoption of
350 the 2024 budget. The results of this pilot shall be considered for further action.
- 351 5. All Port departments shall utilize trainings and tools created by the Port’s Change Team
352 committees and OEDI to the greatest extent feasible to incorporate equity into their
353 respective programming and strategic planning.
- 354 a. Change Team members shall work with their manager and respective ELT
355 members to create alignment between training opportunities, tools, and new
356 programs with existing business and strategic planning processes and protocols
357 to the greatest extent possible.
- 358 6. OEDI shall support the growth of equity culture and practice among Port employees
359 through training and programming to deepen Port staff understanding, analysis and
360 awareness of systemic and institutionalized racism and anti-Black racism.
- 361 a. These trainings shall consist, at a minimum, of a mandatory annual racial equity
362 training for all Port employees.
- 363 b. Individuals in leadership or supervisory roles shall undertake at least one
364 training, orientation, or other learning opportunity to advance a culture of
365 belonging and inclusion per year in addition to the mandatory annual equity
366 training requirement.

367
368 **C. External**

- 369
- 370 1. The Port, with the approval of the Executive Director and Commission President, will
371 convene cohorts of community advisors as needed to provide opportunities for dialogue
372 to increase equity in Port policies, programs, and initiatives that directly affect advisors’
373 communities.
- 374 a. External Relations and OEDI shall increase opportunities for community
375 participation by including language access plans and/or stipends for community
376 advisory activities as appropriate.

- 377 b. These advisors shall reflect the interests of communities most directly affected
378 by Port operations and programs and shall include representatives from these
379 Port-impacted communities.
- 380 2. The Executive Director and the ELT, with support from OEDI, shall identify programs that
381 will undergo a closer review and analysis in order to advance Century Agenda equity
382 goals.
- 383 3. The Port shall pursue opportunities and partnerships to expand its portfolio of
384 community-based equity programs and investments that support quality of life,
385 workforce development, and/or economic development enhancements.
- 386 4. The Port shall pursue opportunities to partner with other governments to advance
387 equity initiatives. In particular, the Port shall seek opportunities to establish a leadership
388 role in the equity space in our relationships with other ports. This may include sharing
389 lessons learned, equity best practices, and other efforts.

390

391 **D. Environmental Justice**

- 392 1. To develop and implement expertise in environmental justice, the Executive Director and OEDI
393 shall:
- 394 Coordinate environmental justice efforts between the Port of Seattle Commission, External
395 Relations, Environment and Sustainability staff, and various Port environmental programs.
396 Convene a stakeholder group including representatives of near-Port communities to discuss
397 environmental justice principles.
398 Develop a draft set of environmental justice principles informed by this engagement.
399 Deliver an update to the Commission no later than Q1 of 2024 on the Port’s environmental justice
400 work.

401

402 **SECTION 6. Program Evaluation.**

403

404 The Executive Director, or a delegate, shall monitor and evaluate progress towards departmental
405 equity goals, equity objectives, and areas of emphasis outlined in the Port’s Century Agenda
406 Strategic Plan and resultant from prior Port assessments. This monitoring and evaluation shall
407 include but not be limited to the following:

- 408 1. In alignment with the Port’s business planning, a report to the Commission on an annual
409 basis, at a minimum including:
- 410 a. A summary of each department’s equity goals and progress made towards
411 achieving these equity goals.
- 412 b. Identification of the most significant emergent and/or ongoing barriers Port
413 employees face in fairly accessing resources and opportunities at the Port as
414 determined via OEDI and/or HR engagement.
- 415 c. Identification of continuous process improvement opportunities in contracting
416 with Community Based Organizations. This identification shall be informed by
417 engagement with community-based organizations, including at least one
418 listening session conducted by OEDI and/or External Relations.

419

420

- 421 2. Regular Port-wide data-gathering regarding progress towards equity outcomes and
422 implementing the equity practices identified in Port assessments.
423 a. Any data-gathering or reporting shall follow the *Executive Director’s Protocol on*
424 *Port-wide Goal Establishment and Reporting*.
425 b. Progress towards equity outcomes shall be measured by in-depth, qualitative
426 assessments (similar to the 2021 Equity Assessment) every four years, as well as
427 annual quantitative surveys of Port employee sentiment regarding equity
428 progress.
429 c. The results of these annual equity surveys and assessments shall be made public.
430 d. Progress towards implementing equity practices shall be monitored by OEDI
431 staff, who will gather information on the implementation of these practices
432 across the Port.
433 3. Internal Audit shall conduct an audit of the policy requirements outlined in this directive
434 on a periodic basis.
435 a. Internal Audit shall present the results of this audit to the Audit Committee as
436 well as the Commission Committee responsible for oversight of OEDI.
437 4. The Commission directs the Executive Director, or delegate, to review current and
438 proposed policies for equity impacts and to consult with the Commission to ensure
439 inclusive, open, and fair access by stakeholders in decision processes that impact
440 community.
441
442

Equity Policy Directive

Presenters:

Bookda Gheisar, Office of Equity, Diversity, and Inclusion

Tyler Emsky, Commission Office

March 28, 2023, Presentation to Commission



Background

- Motion 2018-06
 - Directed Port staff to create and implement an equity pilot program.
 - This pilot program shall inform the development of an equity policy directive.
- Motion 2020-19 (sponsored by Commissioner Cho)
 - Required racial equity and unconscious bias trainings
 - Established an internal Change Team
 - Called for annual assessments on state of equity in the Port starting in 2021
- 8/10 EWFD Committee Feedback
- Additional rounds of staff dialogue and edits
- 10/28 EWFD Committee Preliminary Approval
- January and February Listening Sessions (2 internal, 2 external)
- Final revisions responsive to community feedback

Elements of Proposed Equity Policy Directive



Structural

- Makes permanent:
 - Office of Equity, Diversity, and Inclusion, Senior Director position
 - Change Team



Operational

- Annual equity goal setting & reporting requirements
- All departments to use equitable budgeting tool
- OEDI to support employee growth, advancement, and knowledge of equity culture and practices across the Port



External

- As-needed cohorts of external community equity advisors
- Port to pursue opportunities to expand community equity programs

Highlights of the Equity Policy Directive Draft

- Makes equity a permanent, ongoing commitment by the Port of Seattle for every level, every division, and every employee
 - Annual equity goals set by depts to reflect where they want to grow
 - Progress towards EDI goals shall be part of performance reviews of the Executive & members of the ELT
 - Utilization of Port developed 'equity tools' such as the equitable budgeting tool
 - Audit team to perform periodic assessments of OEDI work and report to appropriate Commission committees
 - Tools & supports to be developed to enhance and strengthen equity in programs and policies

Highlights (continued)

- Commits the Port to grow its portfolio of community-based equity work and investments
- Language to address barriers to community participation in Port outreach, as appropriate (stipends, language access)
- To inform future action, Port staff are tasked with :
 - Examining past Port equity-related funding, in order to propose an ongoing commitment of resources for equity
 - Convening as-needed groups of community equity advisors on an issue-by-issue basis.
 - Developing the Port's environmental justice principles and framework through engagement with near Port communities.

Post-listening Session Edits to Equity Policy Directive

- Annual reporting on continuous process improvement opportunities regarding Port contracting with community-based organizations, informed by least one listening session with these CBOs.
- Alignment of timelines to reflect proposed date of passage.

Thank You

Questions?

[RETURN TO AGENDA](#)

ORDER 2023-05
AN ORDER OF THE PORT OF SEATTLE COMMISSION

... To develop a language access policy and plan that ensures inclusion of non or limited English speakers, including those who are hard of hearing or deaf, in the use of Port services and facilities; and the portwide implementation of a plan directing divisions with publicly facing public services to offer language assistance services including translation and/or interpretation.

PROPOSED
APRIL 11, 2023

TEXT OF THE ORDER

The Port Commission hereby directs the Executive to develop a Portwide policy on language access. At a minimum, this language access policy shall include an assessment of current practices (including a review of publicly facing documents, resources, signage, websites, social media sites, and forms); development of a guidance manual for divisions to create language access plans; and a proposal for budgeting resources necessary to implement this policy. The Office of Equity, Diversity, and Inclusion (OEDI) and External Relations (ER) shall deliver a report to the Commission and Executive Director by February 29, 2024 on the findings of any language access assessments and the development and implementation of language access policy across the Port. The findings of this report may then be used to inform additional Executive Director and/or Commission action.

The following shall be considered a guide to the implementation of this order:

1. OEDI shall conduct an assessment of every department, except External Relations, across the organization to determine the following: the most critical materials that need translation, the need for interpreters, and the level of training and implementation necessary to meet Safe Harbor guidance by the U.S. Department of Justice and/or the Four Factor LEP Analysis framework from Federal agencies as part of the Title VI plans for the Port of Seattle and SEA. These assessments will be conducted with support from the Change Team and shall be completed by February 29th, 2024.
2. External Relations shall conduct a prioritized assessment of its most critical internal and external facing communications and determine the level of resources needed to implement language access in the department's materials and programming. External Relations shall share these findings with OEDI by September 2023 and propose a multi-year, prioritized language access implementation plan for ER starting in the 2024 budget. External Relations shall also collaborate with OEDI in assessing the Aviation Division.
3. By September 2023, OEDI and ER shall start to collaborate to develop a Language Access guidance manual. This Language Access guidance manual must include, but is not limited to, guidance for when targeted, culturally and linguistically responsive public communications must be translated, how to establish and meet interpretation requests as they relate to services

48 offered by the Port of Seattle, how to select quality, certified translators and interpreters when
49 needed, when to consider alternative forms of language access when translation or
50 interpretation may not be the most effective methods, and post-translation and interpretation
51 quality assurance review. This guidance manual shall be completed and available for
52 department and division use by February 29th, 2024.
53

- 54
- 55 4. Based on the assessments in Sections 1 and 2, by February 29th, 2024 the Office of Equity,
56 Diversity, and Inclusion and External Relations shall begin to provide departments and divisions
57 technical assistance for establishing and/or updating annual language access plans.
58 Departments prioritized for support will be departments and divisions with external facing
59 and/or customer facing operations. This technical support shall include budget planning for
60 departments to resource language access strategies and implementation.
61
- 62 5. Departments and divisions shall establish and/or update their language access plans on an
63 annual basis starting no later than 2025.
64
- 65 6. Any language access assessments or annual language access plans shall consider the needs of
66 people who communicate using American Sign Language.
67
- 68
- 69 7. Per the 2022 Salary and Benefits Resolution, Human Resources shall propose a policy and
70 compensation model for Port employees who are tasked with translation services outside of
71 their regular job duties prior to the 2025 budget development process.
72
- 73 8. OEDI shall collaborate with King County to access King County’s data related to first, second, and
74 third tier languages and make this data available through the equity index and by sharing with
75 other departments throughout the organization.
76
- 77 9. The Office of Equity, Diversity, and Inclusion is designated co-lead to provide technical support,
78 oversight, and program management duties in fulfillment of this order.
79
- 80 10. External Relations is designated co-lead to provide technical support for departments to execute
81 language access plan strategies related to the Port's external facing operations and outreach
82 activities in fulfillment of this order.
83
- 84 11. By February 29, 2024, OEDI and External Relations shall provide a report to the Executive
85 Director and the Commission on lessons learned and future considerations related to this order
86 to establish language access plans and tools across the Port.
87

STATEMENT IN SUPPORT OF THE ORDER

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The Port of Seattle strives to be inclusive in providing access to services and to provide a welcoming environment for customers, employees and the general public. We welcome citizens, neighbors, and visitors from throughout the world regardless of race, color or national origin and strive to exceed the values expressed in Title VI of the Civil Rights Act of 1964, which requires recipients of Federal financial assistance to take reasonable steps to make their programs, services, and activities accessible by eligible persons with limited English proficiency. The Port is committed to access to services, especially historically and currently overburdened communities and populations, including those with limited English proficiency, to promote the general health, safety, and economic prosperity of our region.

Language Access Order

Presenters:

Bookda Gheisar, Office of Equity, Diversity, and Inclusion

Tyler Emsky, Commission Office

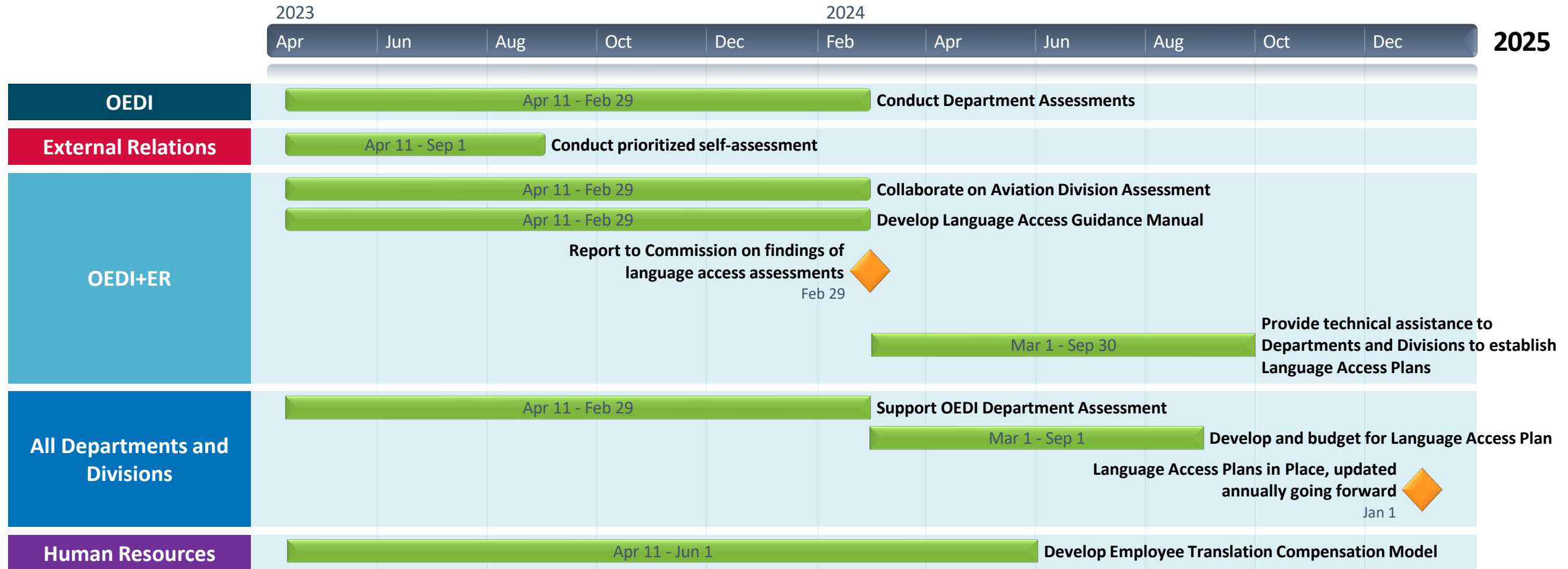
Highlights of the Language Access Order

- Makes language access a permanent, ongoing commitment by the Port of Seattle in every department and every division.
 - OEDI and ER to develop Language Access Guidance Manual for use by departments in developing their plans.
 - OEDI and ER to assist every department in developing/updating annual Language Access Plans.
 - Departments and divisions shall establish and/or update language access plans on an annual basis starting no later than 2025.

Highlights (continued)

- Language Access Plans to consider the needs of people who communicate using American Sign Language.
- Per authority granted by Salary and Benefits Resolution, prior to the 2025 budget development process Human Resources will propose a policy and compensation model for Port employees who are tasked with translation services.
- OEDI and ER to report to the Commission and Executive Director by February 2024 on the findings of language access assessments.

Language Access Order Implementation Timeline



Thank You

Questions?

[RETURN TO AGENDA](#)



**COMMISSION
AGENDA MEMORANDUM**

Item No. 11a

BRIEFING ITEM

Date of Meeting April 11, 2023

DATE: April 11, 2023

TO: Stephen P. Metruck, Executive Director

FROM: Dave McFadden, Managing Director, Economic Development Division
Mian Rice, Director Diversity in Contracting

SUBJECT: Diversity in Contracting 2022 Annual Report

EXECUTIVE SUMMARY

The Diversity in Contracting Annual Report to the Commission provides the Port's division/department 2022 Woman and Minority Business Enterprise (WMBE) results, 2023 department/division WMBE goals, and affirmative efforts to assure equality of contracting opportunities.

2022 was the fourth full year of the Diversity in Contracting program operations, in which Port divisions and departments established 2022 WMBE utilization goals. On an annual basis, the Port starts from zero in its tracking of firms utilized and percent achieved.

In non-construction, 16.4% of the Port's total spend of \$269M went to WMBE firms (\$44.2M) - meeting its 15% goal for 2022 and showing a marked increase from the 14.6% WMBE utilization in 2021. This goal did not include construction projects where utilization goals are established on a project-by-project basis.

In construction, 2022 was the first year the Port established a goal. 7.5% of the Port's total spend of \$203M went to WMBE firms (\$15.1M) - short of its 12.5% goal and its 11.5% WMBE utilization in 2021.

In total spend, which includes both non-construction and construction, 12.6% of the Port's total spend of \$472.2M went to WMBE firms (\$59.3M) – making progress towards the 2023 goal of 15% utilization, and demonstrating a slight increase from the 12.1% WMBE utilization in 2021.

In addition, the Port continues to make strides towards its five-year goal of tripling the number of WMBE businesses working with the Port (354 WMBE firms by 2023) by having worked with 351 WMBE firms in 2022, an increase from 344 in 2021.

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As the Port continues to grow in its WMBE utilization, staff is continuing to make progress on the goals set forth by the Commission, including the continued focus on eliminating specific disparities in utilization for certain ethnic groups and women.

BACKGROUND AND GOALS

On January 9, 2018, the Port Commissioners adopted a new Diversity in Contracting (DC) policy directive with a supporting Resolution 3737, that drives equity in Port contracting. The policy was developed over the years of 2016-2017, using 2016 as the baseline for what was eventually passed. 2019 was the first full year the program and goals came into effect.

The purpose of this policy directive is to provide the maximum practicable opportunity for increased participation by minority and women owned and controlled businesses in Port contracting for public works, consulting services, supplies, materials, equipment, and other services to create the opportunity to leverage Port spending to increase WMBE utilization.

As part of the Diversity in Contracting policy directive, the Port Commission established utilization goals for both the amount of contracting dollars paid to WMBE firms as well as the number of WMBE firms under contract to the Port using 2016 baseline utilization results:

Five-Year Goals

- (1) Triple the number of WMBE firms that contract with the Port, and
- (2) Increase to 15% the percentage of dollars spent on WMBE contracts.

The policy also directed the establishment of:

- Executive level accountability that drives performance across the Port.
- Port-wide goal setting and reporting processes, requiring Divisions/Departments to establish Annual WMBE Plans that include aspirational goals and performance targets.
- Clear lines of responsibility and accountability for implementation with designated WMBE liaisons for each division.
- Enhanced compliance and tracking of key performance objectives and incorporation of WMBE goals into the Port's Long Range Plan.
- Categories of contracts where inclusion plans and other tools will be used.
- Implementation and monitoring procedures to ensure prompt payment and change order processes.
- Expanded technical assistance for WMBE firms, coordination with external partners, and support for internal training to Port staff.

2022 Results

2022 was the fourth year of the DC policy/program implementation.

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Per the DC policy directive, every division/department sets WMBE aspirational goals prior to the beginning of the year. The table below illustrates by division the 2022 WMBE results for non-construction procurements which includes P-Card spend. The Port met its 2022 non-construction goal of 15%. The Port has driven \$44.2M of work to WMBE firms for an overall utilization rate of 16.4%. The table below reflects the dollars in 2022 driven to WMBE businesses broken down by Division:

2022 Non-Construction Utilization

Division	Total Port Spend	WMBE Spend	2022 Goal %	2022 WMBE %
Aviation (AV)	\$189.4M	\$29.9M	15%	15.8%
Corporate	\$30.9M	\$8.2M	14%	26.6%
Economic Development Division (EDD)	\$3.7M	\$0.6M	14%	16.8%
Maritime Division (MD)	\$20M	\$4.5M	16%	22.4%
Northwest Seaport Alliance (NWSA)	\$25.3M	\$1M	N/A	4%
Total	\$269.2M	\$44.2M	15%	16.4%

The Port of Seattle’s Annual Division Goals are established on “Non-Construction” spend in Divisions’ Outside Service budgets

Since the program launch in 2019, DC staff have established WMBE aspirational goals for Construction on a project-by-project basis. In 2022, we set a 12.5% Portwide Annual Construction goal for the first time. However, lower total Port spend on construction, and a large, specialized project with low WMBE availability resulted in 7.5% total WMBE utilization in construction, as shown in the table below:

2022 Construction Utilization*

2022 Construction*	Total Port Spend	WMBE Spend	WMBE%
Aviation (AV)	\$164.6M	\$9.8M	6%
Corporate	\$48.7K	\$1.6K	3.5%
Economic Development Division (EDD)	\$6.5M	\$1.2M	18.5%
Maritime Division (MD)	\$2.8M	\$1.2M	43.3%
Northwest Seaport Alliance (NWSA)	\$28.8M	\$2.6M	9%
Total	\$203M	\$15.1M	7.5%

**WMBE Aspirational Goals for Construction are set project-by-project*

The table below shows the final Port-wide WMBE attainment for 2022 per division/department, with a combined WMBE total (construction and non-construction) of 12.6%. The table also includes the number (351) of WMBE businesses utilized.

2022 Total Port Spend (Construction & Non-Construction Combined)

Division	Total Port Spend	WMBE Spend	WMBE %
Aviation (AV)	\$354M	\$39.6M	11.2%
Corporate	\$30.9M	\$8.2M	26.6%
Economic Development Division (EDD)	\$10.2M	\$1.8M	17.9%
Maritime Division (MD)	\$22.7M	\$5.7M	24.9%

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Northwest Seaport Alliance (NWSA)	\$54.1M	\$3.6M	6.7%
Total Port Spend	\$472.2M	\$59.3M	12.6%
Total Number of WMBE Firms Utilized			351

The table below illustrates the Port’s WMBE percentages and number of firms utilized from one year to the next. Since 2016, the Port has steadily increased WMBE participation in both measurements.

Port WMBE Utilization 2016-2022

WMBE Utilization	2016	2017	2018*	2019	2020	2021	2022	Policy Goal
Percentage	5.3%	8.8%	8.9%	10%	10.9%	12.1%	12.6%	15%
Number of Firms	118	200	258	296	325	344	351	354

2023 DIVISION/DEPARTMENT GOALS

The table below provides the 2023 WMBE aspirational percent goals per division/department with a combined total goal of 15% utilization for non-construction procurements on outside services.

2023 Non-Construction Goals

Division	Projected Total Outside Services Spend	2023 WMBE Projected Spend	2023 WMBE Goal
Aviation Division (AV)	\$112.3M	\$15.7M	14%
Corporate	\$40.9M	\$6.5M	16%
Economic Development Division (EDD)	\$3.9M	\$0.6M	14%
Maritime Division (MD)	\$5.9M	\$1.2M	20%
Total	\$163M	\$24M	15%

Construction Annual WMBE Goal

For 2023, the construction WMBE goal is **13%**. This goal is based on historical WMBE utilization over the past three years (average percent utilization between 2020-2022 was 9.93%). Despite ending 2022 with 7.5% WMBE Utilization on construction, we anticipate more projects to be in the construction phase in 2023 and believe 13% WMBE Utilization is a stretch goal for 2023. Achieving 13% in construction utilization is necessary to reach the Port-wide (construction and non-construction) 5-year goal of 15% WMBE utilization.

Issues/Challenges

Under the Diversity in Contracting (DC) Policy Directive, the Port’s efforts in setting annual non-construction goals by division have been successful. The percent utilization of WMBE firms in non-construction continues to follow an upward trajectory. This includes the number of total (construction and non-construction) WMBE firms utilized, which in 2022 was 351 firms. By the year 2023, the Port’s

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five-year goal is utilization of 354 WMBE firms. On an annual basis, the Port starts at zero in its quest to achieve its 5-year WMBE goals.

However, under Washington State’s construction procurement laws and policies, in conjunction with the State’s anti-affirmative action clauses, government entities have far less control over WMBE utilization on low-bid lump sum procurements. As a result, WMBE participation may be impacted regardless of their overall availability to work on Port projects.

The Port currently sets WMBE aspirational goals on a project-by-project basis, based upon project scope and WMBE availability. We have been averaging between 8% to 10% on our construction projects thus far. These averages will need to increase to achieve the set DC goals.

2023 is the last and final year of the 5-year goal for Diversity in Contracting Policy Directive to try to achieve the 15% utilization goal. Although we may run short of the 15% utilization goal, the Port has made tremendous progress in increasing the utilization of WMBE businesses and will continue to strive to achieve the 15% goal in its final year. The number of WMBE businesses utilized on an annual basis has continued to grow and appears likely, if the upward trend continues, to reach the 5-year goal of tripling the number of WMBE firms we partner with.

Recommendations

The Port continues to set WMBE Divisional goals while exploring additional ways to increase the utilization of WMBE firms on construction projects. This would be done by:

- Leveraging more alternative delivery methods like Design/Build (D/B) or General Contractor/Construction Management (GC/CM) procurements. Alternative delivery methods such as these may allow Port staff to continue to push the construction contacting limits to not only achieve, but perhaps exceed project WMBE goals.
- Evaluating opportunities for unbundling projects.
- Continuing to breakdown project scopes of work.
- Establishing better tie-ins with PortGen training participants within consulting and A&E.
- Continuing to outreach and conduct workshops/trainings.
- Continuing to partner with community and trade organizations.
- Continuing to partner with industry primes.

The Port is completing a WMBE analysis study in 2023 to identify barriers to WMBE utilization which will also help inform additional policy or program refinements that will enable the Port to achieve its current and future Diversity in Contracting Policy Directive goals. Once the initial 5-year cycle of the DC Program concludes at the end of 2023, the Port will reassess future goals informed by past WMBE data collected and studies conducted.

ATTACHMENTS TO THIS BRIEFING

- (1) Video
- (2) Presentation slides

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

April 12, 2022 – Diversity in Contracting Annual Report

COMMISSION AGENDA – Briefing Item No. 11a

Meeting Date: April 11, 2023

April 13, 2021 – Diversity in Contracting Annual Report

March 26, 2019 – Diversity in Contracting Annual Report

June 12, 2018 – Commission briefing on Diversity in Contracting program development

January 8, 2018 – Diversity in Contracting 2nd reading policy and passage of resolution 3737

December 19, 2017 – Diversity in Contracting Policy Review

December 12, 2017 - Women and Minority Business Enterprise Policy Review – Resolution 3737 (first reading)

December 5, 2017 - Women and Minority Business Enterprise Policy Review

November 28, 2017 –Women and Minority Business Enterprise Policy Review

October 24, 2017 - Women and Minority Business Enterprise Policy Review

July 12, 2017 – Commission Budget Priorities, Building Economic Opportunity in Underserved Communities

March 28, 2017 – Small Business Development Update

March 22, 2016 – Small Business Utilization briefing

December 14, 2014 – Disparity Study briefing

August 19, 2014 – Small Business Utilization briefing

January 26, 2010 – Adoption of Resolution No. 3618 concerning small business utilization

Diversity in Contracting 2022 Annual Report



Dave McFadden, Managing Director, Economic Development
Mian Rice, Director, Diversity in Contracting
Lawrence Coleman, WMBE Manager, Diversity in Contracting
Emily Ho, Engagement and Training Manager, Diversity in Contracting

April 11, 2023



Policy Directive

2022 Diversity in Contracting (DC) WMBE Results

2023 Goals

Moving Forward



Purpose:

Advance equity and address contracting disparities by increasing the utilization of Women Minority Business Enterprises and other disadvantaged firms

Five-year Policy Benchmarks:

- Increase to 15% the amount of spend on WMBE contracts within 5 years (Baseline was **5.3%**)
- Triple the number of WMBE firms doing business with the Port (Baseline was **118**; Goal is **354**)

2022 WMBE Results



2016-2022 Port-wide WMBE Utilization

(\$ in Millions)

WMBE Utilization	2016	2017	2018 (Program Start)	2019	2020	2021	2022
Percent Utilization	5.30%	8.80%	8.90%	10.0%	10.90%	12.1%	12.6%
Number of Firms	118	200	258	296	318	344	351

5-year goal is 15% utilization and 354 firms by 2023

2022 Port-wide WMBE Utilization

(\$ in Millions)

Category	Total Port Spend	Total WMBE Spend	WMBE Utilization
Public Works (Construction)	\$203	\$15.1	7.5%
Non-Construction	\$269.2	\$44.2	16.4%
Total	\$472.2	\$59.3	12.6%

WMBE Utilization improved from 12.1% in 2011

2022 WMBE Utilization– Ethnicity Breakout

Ethnicity	Ethnicity Spend	Percent of Port Spend	Number of Companies
Asian	\$7.2 M	1.5%	37
Black or African American	\$10.3 M	2.2%	22
Hispanic/Latino	\$5.2 M	1.1%	28
Native American	\$3.1 M	0.7%	14
Minority Ethnicity Total	\$26 M	5.5%	107
Caucasian Women	\$11.8 M	2.5%	70

2022 WMBE Division Utilization - (Non-Construction)

Division	2022 Goal	2021 Actual	2022 Actual
Aviation (AV)	15%	12.3%	15.8%
Economic Dev. (EDD)	14%	15.8%	16.8%
Maritime (MD)	16%	13.8%	22.4%
Corporate	14%	15.3%	26.6%
Port Wide	15%	13%	16.4%

2022 WMBE Division Utilization (Non-Construction) - *Corporate

Department	2021 WMBE Attainment (Percentage)	2022 Goal	2022 Attainment
Police	2.3%	5%	13.5%
Human Resources	22%	22%	22%
External Relations	19.9%	20%	20.1%
Office of Strategic Initiatives	83.7%	50%	71.1%
Internal Audit	7.7%	3%	2.2%
Labor Relations	40.9%	25%	25.1%
Diversity, Equity & Inclusion	7.9%	9%	9.9%
Engineering	11.5%	5%	40.3%
Environmental	0.1%	5%	20.4%
Central Procurement Office	5.1%	5%	0.1%
Legal	0.1%	1%	3.4%
Finance/ICT/BI	24.6%	19%	37%
Commission	10.9%	11%	16%

***Corporate**

Goal: 14%

Attainment: 26.6%

Non-Construction

- 2022 WMBE Spend rose from previous year
- Actual dollars spent in 2022 reached an all-time high

Year	Port Spend	WMBE Spend	% Utilization	Utilization % Change (Year to Year)
2017	\$185.5	\$16.1	8.66%	Baseline
2018	\$180.2	\$16.5	9.15%	+0.5%
2019	\$208.7	\$25.3	12.11%	+3%
2020	\$199.9	\$33	16.50%	+4.4%
2021	\$205.6	\$26.7	13%	-3.5%
2022	\$269.2	\$44.2	16.4%	+3.4%

Construction

- Total Construction spend in 2022 was low compared to previous years
- Total Construction spend included \$90M from a large specialized project from a previous year with low WMBE%
- Many projects were in planning and design phase in 2022, moving into construction phase in 2023

Year	Port Spend	WMBE Spend	% Utilization	Utilization % Change (Year to Year)
2017	\$230.4	\$19.1	8.27%	Baseline
2018	\$516.5	\$45.3	8.77%	+0.5%
2019	\$493.2	\$45	9.12%	+0.35%
2020	\$495.7	\$42.5	8.58%	-0.54%
2021	\$325.2	\$37.3	11.5%	+2.92%
2022	\$203	\$15.2	7.5%	-6.6%

Training and Opportunities

- Improved and refined 101, 201, Business Accelerator educational offerings
- Increased access to Port projects through PortGen First Look presentations
- Facilitated networking through PortGen Connects events

Communications

- Established weekly opportunities e-digest
- Published blogs spotlighting WMBE businesses

Engagement

- Connected WMBE firms with resources
- Conducted Federal Disadvantage Business Enterprise (DBE) Trainings
- Partnered with allied orgs to support WMBE firms
- Participated in Association of General Contractors (AGC) Diversity Sub-Committee

Event Results

- Hosted and Participated at: 36 events
- PortGen event registrants: 945 individuals, 452 companies
- WMBEs who attended event and was awarded Port contract: 27

Communications Results

- Mailing list reach: 4,000 contacts
- Email open rate: 33%

Outreach Results

- New WMBE firm VendorConnect registrations: 74

2022 marked the fourth year of the DC program

Virtues

- We continue to expect an overall increase in WMBE Utilization and higher construction WMBE spend in 2023
- Number of utilized WMBE firms in 2022 – **351** (5 year - Goal 354)
- Increased Training and Outreach Efforts

Challenges

- Program is not on target to achieve Port-wide 5-year WMBE utilization goal of 15%.
- Port will not achieve 15% without increasing construction WMBE utilization

**2023
(Final Year
of 5-Year)
WMBE
Goals**



2023 WMBE Division Utilization Goals (Non-Construction)

Division	2023 Goal	2022 Actual	2022 Goal
Aviation (AV)	14%	15.8%	15%
Economic Dev. (EDD)	15%	16.8%	14%
Maritime (MD)	19%	22.4%	16%
Corporate	16%	26.6%	14%
Port Wide	15%	16.4%	15%

2023 Goal

- Based upon historical WMBE utilization
- Despite 7.5% result in 2022, anticipate more projects in construction phase in 2023
- 2023 Goal is a stretch goal

Construction Utilization	2022 Actual	2023 Goal
Total	7.5%	13%

Challenges

Forecasting, accurate and consistent process, specialized work

- 1. Encouraging more Alternative Delivery Methodologies (Best Value) vs Low –Bid projects**
 - Increasing Diversity in Contracting evaluation points within RFP sections
 - Evaluate Diversity in Contracting efforts or better tie in within the Project Approach sections that are in RFP's
- 2. Push harder on low-bid WMBE Aspirational Goals (May increase Affirmative Efforts reviews)**
 - Be OK to move to next bidder with the possibility of higher bid price
- 3. Increased compliance of established and accepted WMBE goal on projects**
 - Stronger enforcement tools
 - Posting of WMBE Results of Primes

Learning Opportunities

101 PortGen: Essentials for Working at the Port	February, May, August, November
201 PortGen Technical Assistance	Fall 2023
301 Business Accelerator Mentorship Program	Fall 2023

PortGen First Look & PortGen Connects

Project First Looks	101 Sessions, April, July, October
New Year New Opportunities Networking	January 25
C1 Project w/ Turner Construction	March 2
A&E WMBE/Prime Networking	April 12
Port Job Order Contracting and Small Works	April 26
SEA Industry Day	June 20
Maritime Industry Day	September

Moving Forward



- **Achieve 5-year Diversity in Contracting policy goals**
- Address barriers identified from the WMBE Analysis Study
- Recruit key WMBE suppliers and expand number of WMBE businesses utilized
- Provide ongoing training to WMBE/DBE businesses
- Promote Federal DBE Certification on upcoming federally assisted projects
- Development of an Architectural & Engineering program for small and disadvantage businesses, veteran, WMBE businesses

Thank You

WMBE Analysis Study – Barriers Identified

- Cash Flow
- Insurance Requirements
- Staff Limitations
- Badging
- Bonding
- Unbundling
- As-Built Drawings (ADR Unit Build-Outs)

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