



## COMMISSION REGULAR MEETING AGENDA

May 23, 2023

To be held virtually via MS Teams and in person at the Seattle-Tacoma International Airport – Conference Center, International Room, located at 17801 International Blvd, Seattle WA, Mezzanine Level. You may view the full meeting live at [meetings.portseattle.org](https://meetings.portseattle.org). To listen live, call in at +1 (425) 660-9954 or (833) 209-2690 and Conference ID 467 072 057#

### ORDER OF BUSINESS

10:30 a.m.

#### 1. CALL TO ORDER

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

#### ▶ 12:00 noon – PUBLIC SESSION

Reconvene or Call to Order and Pledge of Allegiance

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

#### 4. SPECIAL ORDERS OF THE DAY

4a. Proclamation: Supporting SEA Workers' Access to Quality Jobs. ([proclamation](#) enclosed) (p.4)

4b. Proclamation: May 2023 - Asian American Native Hawaiian Pacific Islander (AANHPI) Heritage Month. ([proclamation](#) enclosed) (p.6)

#### 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](mailto: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](mailto: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, May 23, 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](mailto: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 May 9, 2023. (**no enclosure**) (p.9)

8b. Authorization for the Executive Director to Sign an Interlocal Agreement with Highline Public Schools, Maritime High School, to Support the Work of Instructional Design Plans Demonstrating a Maritime-Focused Curriculum in the Amount of \$250,000. (**memo, agreement, and presentation enclosed**) (p.14)

8c. Authorization for the Executive Director to Prepare Design and Construction Bid Documents for the Boiler Room Upgrades Project; to Utilize Port of Seattle Crews to Support Design and Pre-Construction Activities, in the Amount of \$1,479,000 and an Estimated Total Project Cost Not-to-Exceed \$4,839,000. (CIP# C801230) (**memo and presentation enclosed**) (p.33)

8d. Authorization for the Executive Director to Take All Steps Necessary to Complete the 3rd Floor Ground Transportation Booth Enhancements Project at Seattle-Tacoma International Airport, in the Amount of \$2,941,000 and a Total Authorization Amount of \$3,181,000. (CIP# C801128) (**memo and presentation enclosed**) (p.44)

8e. Authorization for the Executive Director to Proceed with Design and Construction for the Potable Water Box Replacement Project and to Advertise and Execute a Major Works Construction Contract in the Amount of \$2,497,000 and a Total Estimated Project Cost Not-to-Exceed \$2,547,000. (CIP# C801187) (**memo enclosed**) (p.58)

8f. Authorization for the Executive Director to Execute Two Professional Services Indefinite Delivery, Indefinite Quantity Contracts to Perform Environmental Site Support Services (Environmental Monitoring and Hazardous Waste Support to Construction Projects) with a Total Value of \$6,000,000 and a Contract Ordering Period of Five Years. (**memo enclosed**) (p.62)

8g. Approval of Commission International Travel – Supplemental Second Quarter 2023 and Third Quarter 2023 Requests. (**memo enclosed**) (p.68)

8h. Authorization for the Executive Director to Execute a New Collective Bargaining Agreement Between the Port of Seattle and the International Brotherhood of Teamsters, Local 763, Representing Police Commanders at the Police Department for the Port of Seattle Covering the Period from January 1, 2022, through December 31, 2024. (**memo and agreement enclosed**) (p.70)

## 10. NEW BUSINESS

- 10a. Authorization for the Executive Director to Execute Contracts with Eligible Airlines for Air Pollution Emission Reductions from Qualifying Sustainable Aviation Fuel, Fueled and Used at Seattle-Tacoma International Airport as Part of a Pilot Project Not-to-Exceed a Total Cost of \$1,000,000. ([memo](#) and [presentation](#) enclosed) (p.118)

## 11. PRESENTATIONS AND STAFF REPORTS

- 11a. 2023 State Legislative Session Report. ([memo](#), [letter](#), and [presentation](#) enclosed) (p.135)

## 12. QUESTIONS on REFERRAL to COMMITTEE and CLOSING COMMENTS

## 13. ADJOURNMENT



## **PROCLAMATION OF THE PORT OF SEATTLE COMMISSION**

**WHEREAS**, the Port of Seattle, established in 1911 by the voters of King County, has a mission of promoting economic development and quality of life in the region through trade, commerce, and job creation in an equitable, accountable, and environmentally responsible manner; and

**WHEREAS**, the Port of Seattle envisions a vibrant region through job creation, partnering with our neighboring communities, and promoting social responsibility as foundational to fulfilling our mission as a public agency; and

**WHEREAS**, the Port supports access to quality jobs for every worker who works in Port operations. A quality job with a living wage and adequate healthcare coverage for workers is essential to the Port's success; and

**WHEREAS**, the Port provides all Port employees, temporary and permanent, with robust health care options; and

**WHEREAS**, the Port funds the SEA Employment Center operated by the nonprofit Port Jobs with the purpose of assisting SEA employers connect with qualified jobseekers from the diverse near airport communities; and

**WHEREAS**, essential workers at Seattle-Tacoma International Airport (SEA) are a majority Black, brown, multi-racial, and immigrant workforce. They fill important jobs for airport operations including work as cleaners, wheelchair agents, baggage handlers, concessionaires, and security personnel; and

**WHEREAS**, essential workers were vital during the COVID-19 pandemic to keeping Port operations running smoothly. Facing the extraordinary challenges of COVID-19, service workers at SEA enabled the critical delivery of essential goods and services and yet many experienced financial barriers to accessing healthcare to keep themselves and their families healthy and safe; and

**WHEREAS**, essential workforce remains the backbone of SEA operations, often in physically demanding jobs, and continue to serve as a front-line workforce during this newest and uncertain phase of post-pandemic COVID-19 with increasingly busy travel at SEA; and

**WHEREAS**, a sample of essential workers were surveyed by labor representatives and one-third report relying on Medicaid to meet their healthcare needs, while one-third forego healthcare coverage all together due to inadequate and/or expensive coverage that does not work for them and their families; and

**WHEREAS**, a 2014 Port of Seattle study on quality jobs comparing SEA and airports in Oakland, Los Angeles, San Francisco, and St. Louis found that airport employers who offer competitive wage and benefits cited positive impacts through reduced employee turnover, reduced employee absenteeism, fewer disciplinary problems, and higher morale; and

**WHEREAS**, the Port of Seattle recognizes that meaningful access to healthcare insurance is an important recruitment tool to attract and retain a skilled workforce needed for a safe and secure airport environment. The Port of Seattle and SEA tenants are successful because of our dedicated workforce ensuring robust commercial activity and operations at our world-class and award-winning airport.

**NOW, THEREFORE**, the Port of Seattle Commission hereby proclaims support for every SEA worker to have access to a quality job that includes meaningful access to healthcare insurance and urges employers at the airport to offer healthcare coverage that meets the needs of the workforce at SEA.

Proclaimed by the Port of Seattle Commission this 23rd day of May, 2023

Port of Seattle Commission

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Port of Seattle Commission

**RETURN TO AGENDA**



## **PROCLAMATION OF THE PORT OF SEATTLE COMMISSION**

**WHEREAS**, Asian American Native Hawaiian Pacific Islander (AANHPI), Heritage Month is a time to acknowledge and celebrate the innumerable contributions of Asian Americans, Native Hawaiians, and Pacific Islanders in furtherance of our civil society; and

**WHEREAS**, the celebration of AANHPI heritage month started as an idea of Jeanie Jew, a fourth generation Chinese American, and an aid to U.S. Representative Frank Horton; and

**WHEREAS**, in 1978 President Jimmy Carter signed a joint resolution, introduced by U.S. Representatives Frank Horton and Norman Y. Mineta in the House and a companion bill introduced by U.S. Senators Daniel Inouye and Spark Matsunaga in the Senate, designating the first ten days in May as an annual celebration of “Asian Pacific Heritage Week”; and

**WHEREAS**, in 1992 President George H.W. Bush signed a bill designating the month of May as “Asian Pacific American Heritage Month”, honoring two significant events in American history: the arrival of the first Japanese immigrant in the United States on May 7, 1843, and the completion of the first transcontinental railroad on May 10, 1869, where more than 20,000 Chinese workers contributed; and

**WHEREAS**, in 2000, the Washington State Legislature followed suit by declaring the month of May as “Asian Pacific American Heritage Month” while Governor Gary Locke, our first Governor of Asian descent, was in office; then in 2022 Governor Jay Inslee proclaimed the month of May to be “Asian American Native Hawaiian Pacific Islander Heritage Month” following the language of the Presidential Proclamation; and

**WHEREAS**, Asian Americans, Native Hawaiians, and Pacific Islanders have lived and worked in Washington State since before its founding and have played a part in the rich cultural heritage of this state; and

**WHEREAS**, the population of Asians, Native Hawaiians, and Pacific Islanders is the second largest and fastest-growing demographic group in Washington State at over 949,000 and in King County at approximately 465,000; and

**WHEREAS**, Asian Americans, Native Hawaiians, and Pacific Islanders are diverse with very distinct cultures and histories, representative of 48 Asian and Pacific Island nations. AANHPI Heritage Month is a time to elevate and celebrate the many lived experiences of these communities; and

**WHEREAS**, Asian Americans, Native Hawaiians, and Pacific Islanders activism and collaboration for social justice, civil rights, and economic opportunities were born from discrimination such as the Chinese Exclusion Act and mass incarceration of Japanese Americans during WWII and oppression of Filipino cannery workers; and

**WHEREAS**, during the Civil Rights era, locally we witnessed the emergence of AANHPI allyship for access, representation, and opportunities. In the early 1960s, Seattle City Councilmember Wing Luke and Human Rights Commission Chairman Phil Hayasaka worked for access to housing for Asian Americans in Seattle. In the winter of 1971, the Oriental Student Union led by Alan Sugiyama and Black Panther member Mike Tagawa held a sit-in protest at Seattle Central Community College to demand hiring of Asian administrators. When the Kingdome stadium development plans were announced in 1972, Bob Santos led a protest because of its proximity and perceived negative impacts to the Chinatown-International District, and secured mitigation funds for the betterment of the community in 1975; and

**WHEREAS**, four local activists Bob Santos, Roberto Maestas, Bernie Whitebear, and Larry Gossett, better known as the ‘Gang of Four’ worked to unify their respective communities in solidarity and together achieved political and policy wins and secured resources for the prosperity of communities of color in Seattle. The legacy of the Gang of Four continues to inspire, and the work and the impact of the women who worked side-by-side with them still continues to advocate for opportunities, resources for their respective communities, and advancing future leaders through mentorship and opportunities; and

**WHEREAS**, Asian Americans, Native Hawaiians, and Pacific Islanders are represented at every level of staffing and leadership at the Port of Seattle. The Employee Resource Group, Home for Asian Pacific Islanders (HAPI) was revived by Faye Sripranaratanakul with the help of Peter Cho in 2017 to be a voice for and to educate, promote, and celebrate AANHPI heritages at the Port; and

**WHEREAS**, as the ‘Gateway to Asia and the Pacific,’ the Port of Seattle celebrates its top nine international trading partners: China, Japan, South Korea, Vietnam, Taiwan, Thailand, Indonesia, Philippines, and Malaysia, via the Northwest Seaport Alliance, a partnership between the Port of Seattle and the Port of Tacoma; and

**WHEREAS**, the Port of Seattle celebrates the achievements of our Port of Seattle Commissioners, President Sam Cho, first Asian American, first Korean American, and Vice President Toshiko Grace Hasegawa, first Asian American woman, first Japanese American woman, to serve in leadership in our 111-year history.

**NOW, THEREFORE**, the Port of Seattle Commission hereby commemorates May 2023 as Asian American Native Hawaiian Pacific Islander Heritage Month; encourages the continued support of our Port of Seattle HAPI ERG; commits to building an inclusive and unifying environment for all; and acknowledges the importance of advancing leaders through opportunities.

Proclaimed by the Port of Seattle Commission this 23rd day of May, 2023.

Port of Seattle Commission

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Port of Seattle Commission

**RETURN TO AGENDA**





P.O. Box 1209  
Seattle, Washington 98111  
[www.portseattle.org](http://www.portseattle.org)  
206.787.3000

**APPROVED MINUTES  
COMMISSION SPECIAL MEETING**

**MAY 9, 2023**

The Port of Seattle Commission met in a special meeting Tuesday, May 9, 2023. The meeting was held at the Port of Seattle Headquarters Building, Pier 69, Commission Chambers, 2711 Alaskan Way, Seattle Washington, and virtually on Microsoft Teams. Commissioners Calkins, Cho, Felleman, and Mohamed were present. Commissioner Hasegawa was absent and excused from the meeting.

**1. CALL to ORDER**

The meeting was convened at 10:08 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 90 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 presented without objection.

**In favor: Calkins, Cho, Felleman, and Mohamed (4)**

**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 Sustainability, Environment, and Climate Committee meeting, the Art Board meeting, and the Aviation Committee meetings held to-date in the month of May.

*Digital recordings of the meeting proceedings and meeting materials are available online – [www.portseattle.org](http://www.portseattle.org).*

Sustainability, Environment, and Climate Committee

On May 3, 2023, Commissioners Hasegawa and Felleman convened the Sustainability, Environment, and Climate Committee where they were briefed on the Maritime Climate and Air Action Plan – the MCAAP 2022 implementation accomplishments, challenges encountered, and areas of focus for 2023. Commissioners also reviewed the draft agenda and offered feedback on the upcoming June 13 study session focused on Aviation Environmental Carbon Reduction Strategies, including Sustainable Aviation Fuel. Further, Commissioner Hasegawa offered an update on the Offshore Wind Study Mission to Europe – her takeaways and opportunities for the Port.

Art Board

On May 3, 2023, Commissioners Felleman and Cho convened the portwide Arts and Culture Board where they were briefed on the Five-Year Capital Improvement Projects at the Airport, art pool funds for projects, and 2023 art projects at the airport and in maritime. Board members discussed art pool funding for non-aviation and requested a briefing at the next board meeting. Board members reviewed potential candidates for the public member position vacancy and directed the Art Manager to follow up with the recommended candidate.

Aviation Committee

As a follow up to March 21, 2023, Aviation Committee meeting, Commissioners Mohamed and Calkins recommended to the Aviation Director to proceed with the taxi contract, which includes the meaning of “legitimate” transfer, aligned with the City of Seattle process and approval.

**7. PUBLIC COMMENT**

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

- The following people spoke in opposition to cruise operations and spoke regarding harms to the environment: Patrick McKee.
- The following person appeared for public comment: Alex Tsimerman.
- The following person spoke regarding increasing harms of the cruise industry and in support of a cruise free Salish Sea: Iris Antman (*written comments submitted*).

*[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 Special Meeting of April 18, 2023.**

**8b. Approval of the Claims and Obligations for the Period April 1, 2023, through April 30, 2023, Including Accounts Payable Check Nos. 947941 through 948279 in the Amount of \$6,286,908.65; Accounts Payable ACH Nos. 054029 through 054770 in the Amount of \$52,717,023.94; Accounts Payable Wire Transfer Nos. 016031 through 016058 in the Amount of \$13,201,411.35; Payroll Check Nos. 206491 through 206875 in the Amount**

**of \$144,264.53; and Payroll ACH Nos. 1131011 through 1135451 in the Amount of \$14,165,413.57, for a Fund Total of \$86,515,022.04.**

Request document(s) included an agenda memorandum.

**8c. Executive Director Delegation Approvals Report - May 2023.**

No documents requested – for information only.

**8d. Authorization for the Executive Director to Utilize Port Crews and Take all Steps Necessary to Complete the PCS Facility Improvement Project at Seattle-Tacoma International Airport for a Total Requested Amount of \$4,930,000, and a Total Authorization Amount of \$5,100,000. (CIP# C801359)**

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

**8e. Authorization for the Executive Director to Sign an Agreed Order Amendment with the Washington State Department of Ecology to Complete Feasibility Study and Draft Cleanup Action Plan for the Sediment at the Port's Terminal 91 Submerged Land Area, and Amend the Consultant Contract to Authorize Consulting Services in the Amount of \$1,900,000 to Complete the Feasibility Study and Draft Clean Up Action Plan, for a Total Agreed Order Project Cost of \$3,000,000.**

Request document(s) included an agenda memorandum and an order amendment.

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

**In favor: Calkins, Cho, Felleman, and Mohamed (4)**

**Opposed: (0)**

**10. NEW BUSINESS**

**10a. Order No. 2023-07: An Order of the Port of Seattle Commission to Establish the Small Business Committee as an Ad-Hoc Committee of the Port of Seattle Commission.**

Request document(s) included an Order and presentation.

Presenter(s):

Vy Nguyen, Commission Office Strategic Advisor, Commission Office  
Aaron Pritchard, Chief of Staff, Commission Office

Clerk Hart read Item 10a into the record.

Executive Director Metruck introduced the item and presenters.

A presentation was provided to the Commission highlighting the formalization of the Small Business Ad Hoc Committee, comprised of Commissioners Cho and Mohamed. The focus of the committee is small business initiatives and topics that do not fit under the purview of the current standing committees.

Members of the Commission and staff discussed the role of the committee; creating organization around work already being conducted; supporting small businesses; and duration of the committee.

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

**In favor: Calkins, Cho, Felleman, and Mohamed (4)**

**Opposed: (0)**

**10b. Commission Determination that a Competitive Process is Not Appropriate or Cost-Effective and Exemption of the Contract from a Competitive Process Consistent with RCW 53.19.020; and Authorization for the Executive Director to Execute a New Project-Specific 5-Year Period Contract with Community Attributes Incorporated (CAI) to Perform the Services of Hosting, Maintaining, Updating, and Other Services Related to the Equity Index in an Amount Not-to-Exceed \$750,000, as Part of the Port's Century Agenda Goals to be Resource as a National Port Industry Leader on Equity.**

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

Presenter(s):

Bookda Gheisar, Senior Director, Office of Equity, Diversity, and Inclusion

Clerk Hart read Item 10b into the record.

Executive Director Metruck introduced the item and presenters.

The presentation addressed:

- the request to execute a contract with Community Attributes Incorporated (CAI) to perform the services of hosting, maintaining, updating, and other services related to the Equity Index;
- the Port's Equity Index;
- social determinants associated with the index methodology; and
- next steps including case studies, additional indicators, external and internal presentation, and story maps.

Members of the Commission and staff discussed:

- functionality of the map and the level of data disaggregation available;
- looking for disparities in data presented;
- data as a resource for partners across the region; and
- the index as a tool for the community to guide work.

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

**In favor: Calkins, Cho, Felleman, and Mohamed (4)**

**Opposed: (0)**

**11. PRESENTATIONS AND STAFF REPORTS** – None.

**12. QUESTIONS on REFERRAL to COMMITTEE and CLOSING COMMENTS**

Commissioner Felleman stated he is pleased to see progress on PFAS, and congratulated Stephanie Jones Stebbins on her placement in the Interim Deputy Executive Director position.

Commissioner Calkins reported on his and Commissioner Hasegawa's recent trip to Scotland and Denmark to study offshore wind. He noted further that a study session on offshore wind will be held on May 24, 2023, by the Northwest Seaport Alliance.

Executive Director Metruck thanked Debra Smith at Seattle City Light for the great partnership on waterfront electrification.

**13. ADJOURNMENT**

There was no further business and the meeting adjourned at 1:13 p.m.

Prepared:

Michelle M. Hart, Commission Clerk

Minutes approved: May 23, 2023

Attest:

Fred Felleman, Commission Secretary

**RETURN TO AGENDA**



**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 8b

**ACTION ITEM**

**Date of Meeting** May 23, 2023

**DATE :** May 17, 2023

**TO:** Stephen P. Metruck, Executive Director

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

**SUBJECT:** **Interlocal Agreement with Highline Public Schools, Maritime High School**

**Amount of this request:** \$250,000

**Total requested project cost:** \$250,000

**ACTION REQUESTED**

Request Commission authorization for the Executive Director to sign an Interlocal Agreement (ILA) with Highline Public Schools, Maritime High School, in the form attached, to support the work of instructional design plans demonstrating a maritime-focused curriculum. The ILA will facilitate the transfer of Port of Seattle funds to Highline Public Schools, as authorized in the 2023 budget.

**EXECUTIVE SUMMARY**

The Maritime High School (“MHS”) launched in the Fall of 2021. The school is in South King County and operated by the Highline Public Schools District (“HSD”). MHS includes curricula focused on Port-related industries, including maritime and green jobs; and it is designed to expose students to the educational and employment opportunities provided by the region’s robust maritime industry, and to develop and sustain a workforce that mirrors the diversity of the residents of South King County. HSD provides partnership and support for King County students through the efforts of the MHS and provides project-based learning opportunities with an emphasis on port-related industries. Per the ILA, funds from the Port will support the work of instructional design plans demonstrating a maritime-focused curriculum. The HSD will provide the following:

- Demographics of students outreached and in program (all reports disaggregated by race, gender, zip code).
- Lessons learned and student testimonials.
- Any other tangible benefits of the program.
- Instructional plans demonstrating Maritime focus of curriculum.

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**JUSTIFICATION**

The Executive Director included \$250,000 in the Commission authorized 2023 budget to support the development and implementation of high school credit earning, and project-based learning opportunities to be administered by HSD. The school is located in South King County and operated by HSD and includes curricula focused on port-related industries, including maritime and green jobs. The allocated funding aligns with the Port’s Workforce Development Policy Directive, in particular the youth career connected learning priorities, the Duwamish Valley Community Benefits Commitment Policy Directive and the Workforce Development Strategic Plan.

***Diversity in Contracting***

No goal has been established as this is an interlocal agreement for a specific school.

**DETAILS**

In September 2019, the Port of Seattle convened a Maritime Secondary Education Summit to discuss how to design educational programs that will foster student interest and passion for the maritime industry and ocean sciences, close workforce skill gaps and support environmental sustainability.

In early 2020, Seattle Public Schools, Highline Public Schools, Federal Way Public Schools and the Tukwila School District leaders convened to explore and identify the district that would serve as the leading educational entity for this project, with a clear and indisputable choice in [Highline Public Schools](#).

In 2021, HSD took the next step in this project by establishing a taskforce of Highline staff to move the project forward, guided by a design team of industry partners and a broader advisory team to inform the work. HSD also assembled an Advisory Board representing industry, education, community and government stakeholders to provide ongoing project advisement. The school is temporarily located at the Olympic Interim site, 615 S. 200th St., Des Moines, WA 98198. The School District has also identified the [Duwamish River Cleanup Coalition \(DRCC\)](#) to serve as a community engagement liaison and provide invaluable insight and perspective into the diverse Duwamish Valley communities, contracted with [Northwest Maritime Center \(NWMC\)](#) to provide direction and guidance related to maritime education and critical fundraising support, and received unanimous approval from the Washington State Board of Education for a traditional credit waiver necessary to support a true project-based learning experience.

In the 2022-2023, Maritime High School enrolled 80 students.

**The school is designed to:**

- Expose students to the educational and employment opportunities provided by the region’s robust maritime industry.
- Develop and sustain a workforce that mirrors the diversity of the residents of South King County.

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- Explore the region’s extensive maritime history.
- Include a focus on environmental stewardship, with a recognition that clean waterways, such as the Duwamish River, are a necessary element of the maritime and green jobs industries.
- Build on the District’s existing commitment to the industry and an expertise with the subject matter, as evidenced by the Marine Science Technology program at the Puget Sound Skills Center.
- Build on the Port’s commitment to the Duwamish Valley through community collaboration and targeted outreach.
- Be open to students who reside within the District and students who live within the Puget Sound region, including communities adjacent to the Duwamish River, who are interested in the maritime and green jobs industries.

The HSD shall provide partnership and support for King County students through the efforts of the MHS and to provide project-based learning opportunities with an emphasis on port-related industries.

### ***Scope of Work***

#### **Instructional Design**

Extensive work will take place to develop the overall academic program for Maritime High School. This work will encompass addressing all components necessary to graduate from high school, as well as incorporating maritime content throughout. The instructional design work will focus on the design of a series of integrated projects to strengthen the current 9th and 10th grade curriculum and develop the 11th and 12th grade curriculum and include the following:

- Alignment of meaningful and relevant projects to academic standards and specific competencies and standards related to maritime.
- Development of culturally responsive assessments of student learning, including structures for sharing learning in multiple modalities.
- Design of support structures for student success in accessing academic, including specific maritime-related learning.
- Creation and curation of lessons, units and materials to support meaningful, real-world and engaging content to support learning across academic areas integrated with maritime content, such as operating vessels, mastering maritime concepts and terminology, developing advocacy skills and understanding relevant policy development, understanding environmental impact and mitigation, and learning maritime construction skills.
- Development of systems to support students to attain maritime-related certifications.



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**Community Engagement**

Short and long-term strategies to engage community partners to support access to the school will be advanced. Ongoing recognition of the Port of Seattle’s support of Maritime High School will take place during activities. Activities will include the following:

- Innovative events to share information about the school, and solicit input for ongoing development of the overall program.
- Social media presences to sustain ongoing interest in and support of the school.
- Newsletter publication to share information with stakeholders to nurture and grow support of the school.
- Meeting and networking with community groups supporting the school.

**Partnership Development**

In order to engage students in hands-on and relevant learning, relationships will be developed with partners to build and deepen learning experiences. Specifically, the following will take place:

- Implement plans for mentorship programming to connect students to industry and community professionals.
- Increase opportunities for extended learning at industry and community sites aligned with standards and maritime competencies.
- Sustain relationships to ensure high quality engagement of partners to inform ongoing development of academic programming to be informed by current and future needs in maritime sector employment.

**Increase Visibility of Maritime Careers**

Develop communication protocols and partnerships that support regional awareness of maritime education and careers. Efforts will include the following:

- Include information on broader maritime education opportunities to students and stakeholders. students, teachers and families.
- Amplify maritime educational opportunities offered by MHS industry partners.

**Family and Student Engagement**

To ensure families and students are fully engaged with the continued development and operation of the school, extensive work will take place to ensure multiple opportunities to provide input on programming, as well as general events to ensure families are fully knowledgeable about the school program, and the full range of employment in the maritime sector. Specifically, the school will:

- Support a student structure to provide input on the overall design of the school, as well incorporating student interests into learning.
- Provide multiple venues for families to provide input, including live meetings and asynchronous platforms for feedback.
- Host events for families to connect with industry and community partners to learn about the full range of maritime careers.

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***Schedule***

*Activity*

Commission design authorization	2023 Quarter 2
Annual Report	2023 Quarter 4

**ALTERNATIVES AND IMPLICATIONS CONSIDERED**

No other alternatives are considered as this is an interlocal agreement with a specific school.

**FINANCIAL IMPLICATIONS**

The total estimated services will not exceed \$250,000 from the tax levy.

***Annual Budget Status and Source of Funds***

The Executive Director included \$250,000 in the Commission authorized 2023 budget.

**ATTACHMENTS TO THIS REQUEST**

- (1) Interlocal Agreement
- (2) Presentation slides

**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS**

April 2021 – The Commission authorized an Interlocal Agreement with Highline Public Schools, Maritime High School

March 2022 – The Commission authorized an Interlocal Agreement with Highline Public Schools, Maritime High School

**INTERLOCAL AGREEMENT for PARTNERSHIP and COOPERATION between  
HIGHLINE PUBLIC SCHOOLS and the PORT OF SEATTLE**

This Interlocal Agreement (“Agreement”) is hereby entered into by and between Highline Public Schools, hereinafter referred to as the “District” and the Port of Seattle, hereinafter referred to as “the Port”. The Port and the District are also referred to in this ILA collectively as “the Parties”, and individually as a “Party.”

**RECITALS**

**WHEREAS**, The Port of Seattle is a municipal corporation, with authority under Title 53 RCW of the laws of the State of Washington, and other federal, state and local laws, to engage in workforce development and economic development programs in Port-related industries; and

**WHEREAS**, Maritime High School (“MHS”) is a new high school that launched in Fall 2021. The school is located in South King County and operated by the District and includes curricula focused on Port-related industries, including maritime and green jobs; and

**WHEREAS**, MHS is designed to:

- Expose students to the educational and employment opportunities provided by the region’s robust maritime industry;
- Develop and sustain a workforce that mirrors the diversity of the residents of South King County;
- Explore the region’s extensive maritime history;
- Include a focus on environmental stewardship, with a recognition that clean waterways, such as the Duwamish River, are a necessary element of the maritime and green jobs industries;
- Build on the District’s existing commitment to the industry and an expertise with the subject matter as evidenced by the Marine Science Technology program at the Puget Sound Skills Center;
- Build on the Port’s commitment to the Duwamish Valley through community collaboration and targeted outreach;
- Be open to students who reside within the District and students who live within the Puget Sound region, including communities adjacent to the Duwamish River, who are interested in quality jobs in the maritime and green jobs industries; and

**WHEREAS**, The District operates MHS as a public school, and MHS is governed by the Highline School Board of Directors.

**WHEREAS**, Admission to the school is via application and if there is more interest than available seats, students will be admitted via a lottery process; and

**WHEREAS,** In support of the collaboration and partnership contemplated by this Agreement, the Port has identified \$250,000 in funding in fiscal year 2023, to be provided to the District in accordance with Exhibit A and in furtherance of workforce development and economic development in Port-related industries;

**NOW, THEREFORE,** in consideration of the foregoing, the mutual covenants of the Parties contained herein, and pursuant to Chapter 39.34 RCW, the Parties hereto agree as follows:

**1. STATEMENT OF WORK**

The District shall provide partnership and support for King County students through the efforts of the Maritime High School and to provide project-based learning opportunities with an emphasis on port-related industries. The funding from the Port will support the following:

**Instructional Design**

Extensive work will take place to develop the overall academic program for Maritime High School. This work will encompass addressing all components necessary to graduate from high school, as well as incorporating maritime content throughout. The instructional design work will focus on the design of a series of integrated projects to strengthen the current 9<sup>th</sup> and 10<sup>th</sup> grade curriculum and develop the 11<sup>th</sup> and 12<sup>th</sup> grade curriculum and include the following:

- Alignment of meaningful and relevant projects to academic standards and specific competencies and standards related to maritime
- Development of culturally responsive assessments of student learning, including structures for sharing learning in multiple modalities
- Design of support structures for student success in accessing academic, including specific maritime-related learning
- Creation and curation of lessons, units and materials to support meaningful, real-world and engaging content to support learning across academic areas integrated with maritime content, such as operating vessels, mastering maritime concepts and terminology, developing advocacy skills and understanding relevant policy development, understanding environmental impact and mitigation, and learning maritime construction skills
- Development of systems to support students to attain maritime-related certifications

**Community Engagement**

Short and long-term strategies to engage community partners to support access to the school will be advanced. Ongoing recognition of the Port of Seattle’s support of Maritime High School will take place during activities which may include the following:

- Innovative events to share information about the school, and solicit input for ongoing development of the overall program
- Social media presences to sustain ongoing interest in and support of the school
- Newsletter publication to share information with stakeholders to nurture and grow support of the school
- Meeting and networking with community groups supporting the school

**Partnership Development**

In order to engage students in hands-on and relevant learning, relationships will be developed with partners to build and deepen learning experiences. Specifically, the following will take place:

- Implement plans for mentorship programming to connect students to industry and community professionals

- Increase opportunities for extended learning at industry and community sites aligned with standards and maritime competencies
- Sustain relationships to ensure high quality engagement of partners to inform ongoing development of academic programming to be informed by current and future needs in maritime sector employment

**Increase Visibility of Maritime Careers**

Develop communication protocols and partnerships that support regional awareness of maritime education and careers. Efforts will include the following:

- Include information on broader maritime education opportunities to students and stakeholders. students, teachers and families
- Amplify maritime educational opportunities offered by MHS industry partners

**Family and Student Engagement**

To ensure families and students are fully engaged with the continued development and operation of the school, extensive work will take place to ensure multiple opportunities to provide input on programming, as well as general events to ensure families are fully knowledgeable about the school program, and the full range of employment in the maritime sector. Specifically, the school will:

- Support a student structure to provide input on the overall design of the school, as well incorporating student interests into learning
- Provide multiple venues for families to provide input, including live meetings and asynchronous platforms for feedback
- Host events for families to connect with industry and community partners to learn about the full range of maritime careers

Reporting on the activities described above shall be provided in the reports described in Exhibit A.

**2. PERIOD OF PERFORMANCE**

The term of this Agreement shall be one year commencing from the last signature date of the Agreement unless terminated earlier in accordance with this Agreement.

**3. PAYMENT BILLING PROCEDURE**

The District shall submit a single invoice after completion of the deliverables identified in Exhibit A. Payment for approved and completed work in accordance with Exhibit A will be made by the Port of Seattle within thirty (30) days of receipt of each invoice. The total payment under this ILA shall not exceed \$250,000.

**4. RECORDS MAINTENANCE**

The Parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both Parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the Parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties. The furnishing party shall mark documents that it reasonably believes are or may be subject to an exemption from disclosure under the Public Records Act prior to transmittal to the receiving party.

**5. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

**6. AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

**7. TERMINATION FOR CONVENIENCE**

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the Port shall be responsible for payment of deliverables invoiced and accepted prior to the effective date of termination.

**8. TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 business days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

**9. DISPUTES**

Any disputes or questions of interpretation of this Agreement that may arise between the Port and the District shall be governed under these Dispute Resolution provisions. The Port and the District agree that cooperation and communication are essential to resolving issues efficiently. If disputes about the implementation of this Agreement arise, the designated contact persons for the Port and the District shall meet to discuss the issues and attempt to resolve the dispute in a timely manner. If the designated contact persons are unable to resolve the dispute, then the Parties may pursue any legal remedies. At all times prior to resolution of the dispute, the Parties shall continue to perform and make any required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute.

**10. GOVERNANCE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The King County Superior Court in Seattle, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

**11. ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

**12. INDEMNIFICATION**

Each party to this Agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement. To the maximum extent allowed by law, the Parties shall protect, defend, indemnify, and save harmless each other, their officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, judgments, penalties, and/or awards of damages, arising out of or in any way resulting from the Parties' own negligent acts or omissions in connection with performance of activities under the terms of this Agreement. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. This indemnification shall survive the termination of this Agreement.

**13. WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

**14. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

**15. ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**16. CONTRACT MANAGEMENT**

Highline Public Schools shall administer the funds under this Agreement. For purposes of notice, the program manager for each of the Parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement. Any notice required or permitted to be given pursuant to this Agreement shall be in writing and sent by U.S. Mail to the following addresses unless otherwise indicated by the Parties to this Agreement:

**Highline Public Schools:**

All correspondence and notices related to this Agreement shall be delivered or mailed to Office of the Superintendent, Highline Public Schools, 15675 Ambaum Blvd SW, Burien, WA 98166.

**Port of Seattle:**

Communications and billing contact person shall be Luis Navarro, Director of Workforce Development, Port of Seattle, 2711 Alaskan Way, Seattle, WA 98121

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

Highline Public Schools

Port of Seattle

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT A**

<b>Deliverable</b>	<b>Milestone Payment</b>	<b>Schedule</b>
Annual Report to include: <ul style="list-style-type: none"><li>• Demographics of students outreached and in program (all reports disaggregated by race, gender, zip code)</li><li>• Lessons learned and student testimonials</li><li>• Any other tangible benefits of the program</li><li>• Instructional plans demonstrating Maritime focus of curriculum</li></ul>	\$250,000	December 15, 2023
<b>NOT TO EXCEED TOTAL:</b>	<b>\$250,000</b>	

Item No. 8b\_supp

Meeting Date: May 23, 2023

# Maritime High School Interlocal Agreement with Highline Public Schools



Presentation to the Port of Seattle Commission  
May 23, 2023



# How will funding be used?

- Instructional Design
- Community Engagement
- Increased Visibility of Maritime Careers
- Partnership Development
- Family & Student Engagement

# What is the deliverable?

- Annual Report to include demographics, number of students trained, recruited, and any other tangible benefits



# What and how will students learn?

Integrated Projects taking students into the field

- Vessel Ops 101: Into to Voyage Planning & Systems
- What Makes a Community?
- Marine Resources & Research 101: Observing & Identifying, Designing & Implementing Experimental Investigation
- Vessel Design & Construction 101
- Vessels & Voyages
- Marine Construction
- Vessel Ops 101: Intersection of Voyage Planning and Marine Research
- Marine Resources & Research 101: Water Quality



# How do we know what students are learning?

## Development of the Mastery Transcript

- Credit Architecture
- Evidence Guidelines
- Student and Teacher conferencing

The screenshot displays the MTC interface for the Maritime Leadership section. At the top left is the MTC logo. The section title is "Maritime Leadership" with a sub-header "3 FC / 0 AC". Below the title is a description: "Students exhibit the habits and skills of a maritime professional, demonstrating a focus on safety, collaborative problem solving and transformative leadership in the maritime industry." It also lists "Expected number of advanced credits earned by most graduates: -" and "Exceptional number of advanced credits (earned by only 20% of graduates): -". Three sub-sections are listed below, each with an "FC Foundational" label and a dropdown arrow: "Career Planning", "Informed & Ethical Decision Making", and "Professional Habits & Skills".



# Enrollment and Engagement

- 80 students enrolled in 2022-2023 school year
  - 50% are students of color
- Community Engagement
  - 15 Middle School day excursions with Salish Sea Expeditions
  - Half-day field trips for 8<sup>th</sup> graders to MHS for Remote Operative Vehicle (ROV) learning experience
- Partnership Development
  - Network of 40 mentors engage students
  - Sea Potential supporting professional development on mentoring

# How will we hold ourselves accountable?

- Yearlong planning to ensure all standards are met
- Regular review and adjustments based on analysis of student learning
- Regular reporting to Highline Public Schools Board of Directors
- Regular reporting to the Maritime High School Advisory Board
- An ongoing and unrelenting commitment to all our students, their families, and community

# Questions?



Thank you!

[RETURN TO AGENDA](#)





**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 8c

**ACTION ITEM**

**Date of Meeting** May 23, 2023

**DATE:** May 11, 2023

**TO:** Stephen P. Metruck, Executive Director

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

**SUBJECT: Boiler Room Upgrades (CIP# 801230) – Design Authorization**

**Amount of this request:** \$1,479,000

**Total estimated project cost:** \$4,839,000

**ACTION REQUESTED**

Request Commission authorization for the Executive Director to (1) prepare design and construction bid documents for the Boiler Room Upgrades project; (2) utilize Port of Seattle crews to support design and pre-construction activities. The amount of this request is \$1,479,000 for an estimated total project cost not to exceed \$4,839,000.

**EXECUTIVE SUMMARY**

The central mechanical plant provides airport-wide steam and chilled water for cooling, heating, and hot water purposes. This project will update components of the Boiler system to allow for the continued operational ability to utilize both natural gas and diesel fuels, effectively maintaining a layer of redundancy to the system in the event of a natural gas curtailment. This project will install new and replace old steam supply and fuel flow meters, which will improve energy use tracking and accuracy, leading to efficiency savings. This project will also upgrade the control systems for Boilers #1 through #4 to include Siemens DDC integration. The Deaerator and Condensate System Upgrade project, which was previously submitted to Commission, also performs work on the Central Mechanical Plant’s heating system. However, that project focuses on different components and will have an extended duration due to the space constraint challenges present in the Central Mechanical Plant.

**JUSTIFICATION**

The central mechanical plant, which houses the boiler and chiller systems, provides the steam and chilled water necessary for providing cooling, heating, and hot water to the main terminal, concourses, and North and South satellites. It is an essential element of the airport, and it is

Meeting Date: May 23, 2023

critical that it operates in a consistent and efficient manner. Natural gas curtailment events, which occurred as recently as Q1 2023, have illustrated the necessity for a resilient and redundant system. This project will replace aging components of the boiler system to ensure continued reliability during curtailment events, as well as to increase its overall energy efficiency. Additionally, the boiler system controls will be updated for better connectivity to the central mechanical plant control room.

***Diversity in Contracting***

The design services will be completed using an existing IDIQ contract that was established in 2022 which has a 16% WMBE participation utilization requirement.

**DETAILS**

***Scope of Work***

This project will modify Boiler #4 improving the ability to utilize both natural gas and diesel fuels, as well as to resolve fuel and steam metering issues on all four boilers. Additionally, the control systems for boilers #1 through #4 will be upgraded to include Siemens DDC integration with BacNet Protocol.

- (1) Boiler #4 modified to improve dual fuel operations.
- (2) Install new and replace old steam supply, natural gas, and diesel fuel flow meters on Boilers #1 through #4.
- (3) Install new Exhaust Gas Analyzer for Boiler #4.
- (4) Upgrade control systems on Boilers #1 through #4 to include Building Automation System and Siemens DDC.
- (5) Design modification for a permanent compressed air supply for long term operation and startup under emergency conditions.
- (6) Install additional emergency shut down buttons for boiler system where absent at operator station and corridor exits to increase operational safety.

***Schedule***

*Activity*

Design complete	Q3 2024
Commission construction authorization	Q4 2024
Construction Notice to Proceed	Q1 2025
Substantial completion	Q1 2026

***Cost Breakdown***

	This Request	Total Project
Design	\$1,479,000	\$1,479,000
Construction	\$0	\$3,360,000
<b>Total</b>	<b>\$1,479,000</b>	<b>\$4,839,000</b>

Meeting Date: May 23, 2023

**ALTERNATIVES AND IMPLICATIONS CONSIDERED**

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

Cost Implications: Approximately \$40,000 for Notebook Development would be expensed.

Pros:

- (1) Defers capital investment.

Cons:

- (1) Natural gas curtailments may occur at any time, but are often associated with colder weather, as evidenced by a recent curtailment event in Q1 2023. Without a reliable redundancy system, the airport steam needs may not be able to be met in the case of a major gas curtailment event.
- (2) Potential for additional increase in costs for materials, labor, and inflation.

This is not the recommended alternative.

**Alternative 2** – Proceed with project as scoped. Install equipment needed to allow for continued operational ability on both natural gas and diesel fuel.

Cost Implications: \$4,839,000 in capital costs.

Pros:

- (1) Maintains a layer of redundancy in the event of a gas curtailment. Airport steam needs can be met while on diesel fuel, even at peak demand.
- (2) New fuel flow meters allow for more accurate energy use tracking, leading to greater efficiency and cost savings.
- (3) Updated control panels allow for DDC integration.
- (4) Install additional emergency shut off buttons.

Cons:

- (1) Capital costs.

***This is the recommended alternative.***

**FINANCIAL IMPLICATIONS**

***Cost Estimate/Authorization Summary***

	Capital	Expense	Total
<b>COST ESTIMATE</b>			
Original estimate	\$3,406,000	\$0	\$3,406,000
Current change	\$1,433,000	\$0	\$1,433,000
Revised estimate	\$4,839,000	\$0	\$4,839,000
<b>AUTHORIZATION</b>			
Previous authorizations	\$40,000	\$0	\$40,000
Current request for authorization	\$1,479,000	\$0	\$1,479,000

Meeting Date: May 23, 2023

Total authorizations, including this request	\$1,519,000	\$0	\$1,519,000
Remaining amount to be authorized	\$3,320,000	\$0	\$3,320,000

***Annual Budget Status and Source of Funds***

The Boiler Room Upgrade (CIP# 801230) is included in the 2023-2027 capital budget and plan of finance with a budget of \$3,406,000. The capital budget increase of \$1,433,000 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 existing revenue bonds.

***Financial Analysis and Summary***

Project cost for analysis	\$4,839,000
Business Unit (BU)	Terminal Building
Effect on business performance (NOI after depreciation)	NOI after depreciation will increase due to inclusion of capital (and operating) costs in airline rate base.
IRR/NPV (if relevant)	N/A
CPE Impact	\$0.01 in 2027

***Future Revenues and Expenses (Total cost of ownership)***

This project will likely have no impact on Aviation Maintenance operating & maintenance (O&M) costs.

**ATTACHMENTS TO THIS REQUEST**

- (1) Presentation slides

**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS**

N/A

# Boiler Room Upgrades

Joe Cook  
AV F&I – Mechanical  
Engineering Manager

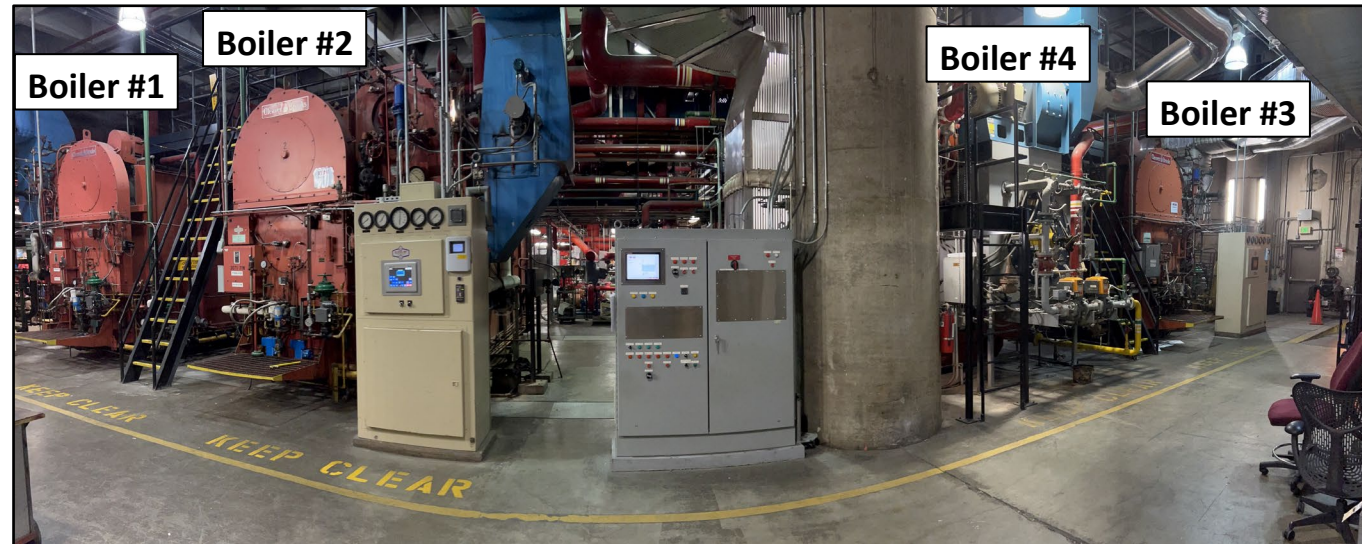
Presenter: Tyler Salisbury - AV PMG  
Project Manager: Christian Venturino -  
AV PMG

# Project Scope

Project replaces failing controls components of Central Mechanical Plant's heating system to ensure continuous reliable supply of steam for space heating and domestic hot water uses in concourse and terminal areas.

Scope includes:

1. Modify Boiler #4 to allow dual-fuel (natural gas and diesel) operation.
2. Install new Exhaust Gas Analyzer for Boiler #4.
3. Install new flow meters for Boilers #1-4.
4. Upgrade control panels.
5. Install boiler emergency shut down buttons.



# Project Schedule

Milestone	Date
Final Design Complete	Q3 2024
Commission Authorization for Construction	Q4 2024
Notice to Proceed	Q1 2025
Substantial Completion	Q1 2026

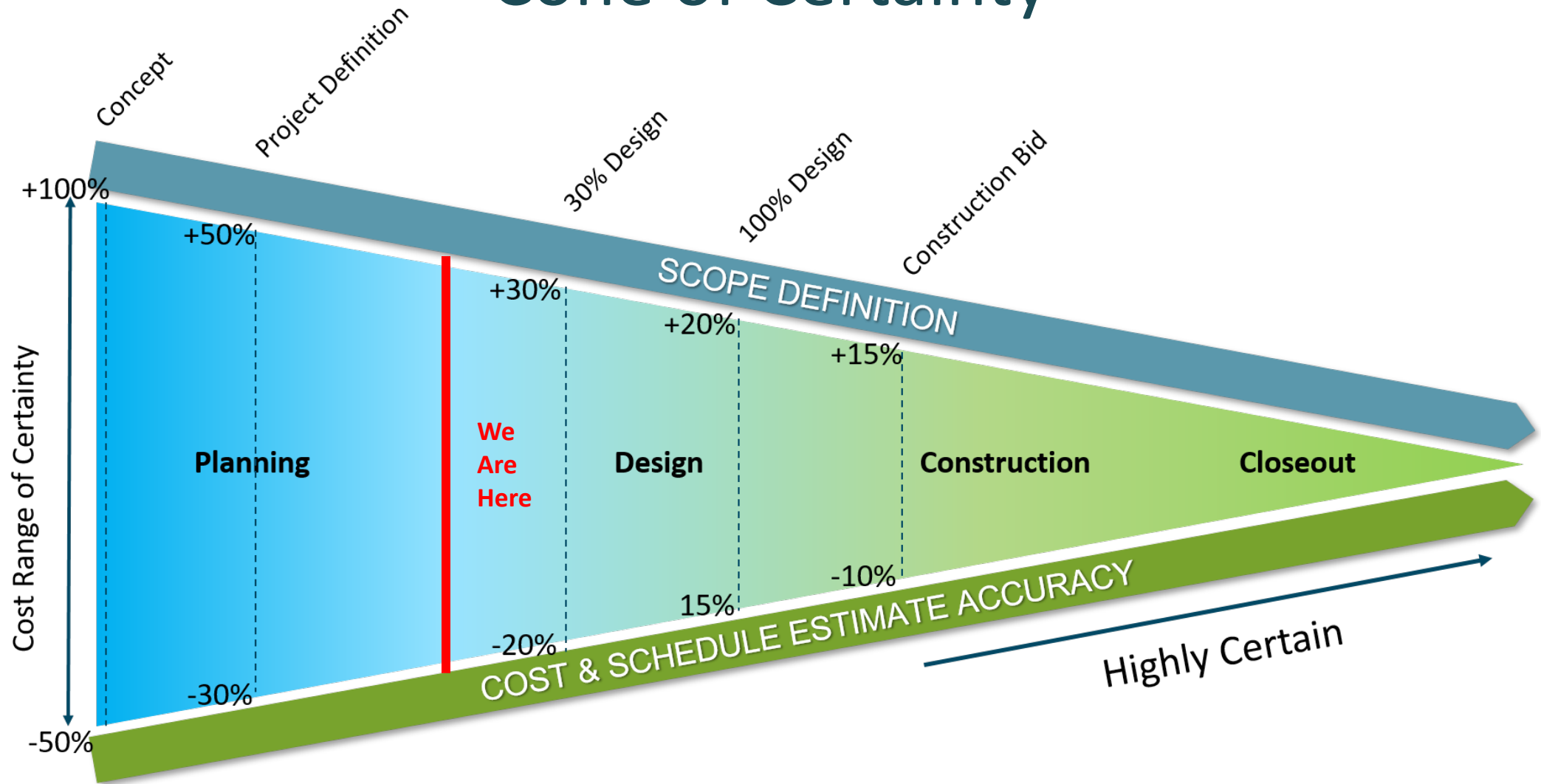
# Project Budget

<b>Cost Estimate</b>	<b>Capital</b>	<b>Expense</b>	<b>Total</b>
Original estimate	\$3,406,000	\$0	\$3,406,000
Current change	\$1,433,000	\$0	\$1,433,000
Revised estimate	\$4,839,000	\$0	\$4,839,000

<b>Authorization</b>	<b>Capital</b>	<b>Expense</b>	<b>Total</b>
Previous authorizations	\$40,000	\$0	\$40,000
Current request for authorization	\$1,479,000	\$0	\$1,479,000
Total authorizations, including this request	\$1,519,000	\$0	\$1,519,000
Remaining amount to be authorized	\$3,320,000	\$0	\$3,320,000



# Cone of Certainty



# Action Requested

- Increase the project budget for the Boiler Room Upgrades project in the amount of \$1,433,000
  - New total project budget of \$4,839,000
- Prepare design and construction bid documents for the Boiler Room Upgrades project
- Utilize Port of Seattle crews to support design and construction activities
- Request to authorize \$1,479,000
  - Estimated total project cost not to exceed \$4,839,000

# Questions?

[RETURN TO AGENDA](#)



**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 8d

**ACTION ITEM**

**Date of Meeting** May 23, 2023

**DATE:** May 12, 2023

**TO:** Stephen P. Metruck, Executive Director

**FROM:** Laurel Dunphy, Director, Airport Operations  
Eileen Francisco, Director, Aviation Project Management Group

**SUBJECT: 3<sup>rd</sup> Floor Ground Transportation Booth Enhancements (CIP #C801128)**

**Amount of this request:** \$2,941,000  
**Total estimated project cost:** \$3,181,000

**ACTION REQUESTED**

Request Commission authorization for the Executive Director to take all steps necessary to complete the 3<sup>rd</sup> Floor Ground Transportation Booth Enhancements project at Seattle-Tacoma International Airport (SEA). This request is in the amount of \$2,941,000 for a total authorization amount of \$3,181,000.

**EXECUTIVE SUMMARY**

This project will renovate and expand the existing ground transportation booth (the GT booth) located on the 3<sup>rd</sup> Floor of the Main Garage at SEA. The GT booth functions as an administrative center for the orderly permitting and control of all commercial ground transportation activity at SEA. As a place of work, the GT booth accommodates sixteen Port of Seattle ground transportation controllers on a 3-shift schedule. The existing facility was constructed over twenty years ago when SEA activity levels were much lower and is now a confined and inefficient space. Currently, the booth does not include a break room or restroom for staff. The new GT booth will provide an inviting environment for customers and the existing customer restrooms will also be upgraded to meet accessibility requirements. These improvements support SEAs customer service goals.

**JUSTIFICATION**

This project reinvests in facilities essential to ground transportation operations at SEA supporting the Century Agenda Goal to advance this region as a leading tourism destination and business gateway by meeting the region’s air transportation needs by delivering vital facilities and infrastructure in a sustainable and cost-effective manner.

***Diversity in Contracting***

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The design of this project will utilize an existing indefinite delivery indefinite quantity (IDIQ) contract that has a Women and Minority-Owned Business Enterprise (WMBE) commitment of fifteen percent. The project team will work with the Diversity in Contracting department to establish additional WMBE aspirational goals within the construction phase of this effort.

**DETAILS**

The existing GT booth was constructed in 2001 and is located on the 3<sup>rd</sup> Floor of the Main Garage as part of the Ground Transportation Center servicing courtesy vehicles, taxis, pre-arranged limos and transportation network companies like Uber and Lyft. Port staff (GT controllers) currently work within this facility supporting the administration and management of ground transportation permits and providing customer service to SEA passengers. The initial construction did not include a few basic amenities for staff (e.g., break area, lockers), and with the growth in SEA activity the facility is now very confined and has an inefficient layout for current operational needs. The existing HVAC system is inefficient impacting workspace conditions and needs to be upgraded. The existing facility is approximately 1,000 square feet in size, and the new expanded facility will be approximately 1,700 square feet. Once completed the new facility will maximize staff productivity, and provide a high level of service to SEA passengers and ground transportation providers.

The project costs have increased since the project was originally planned. The cost increases are associated with the HVAC system risk given the limited vertical clearance in the Main Garage. Two potential solutions were identified that will be evaluated during design. Additional project contingency and design costs were included to manage this risk.

The project will be phased during construction to maintain SEA operations. A portion of the facility will be constructed first, then Port staff will be relocated into the new facility, prior to the demolition of the existing facility. The two existing customer restrooms will also be maintained until the new restrooms are completed.

***Scope of Work***

The scope of this project includes:

- (1) Expansion of administration space to support up to eight staff per shift.
- (2) Addition of a staff breakroom and restroom.
- (3) Upgrade of customer restroom facilities meeting accessibility requirements.
- (4) Upgrade and expansion of existing infrastructure systems, including HVAC, to support functions.
- (5) Technology enhancements include improved cell phone coverage and Wi-Fi.

***Schedule***

*Activity*

Design start	2023 Quarter 2
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Meeting Date: May 23, 2023

Construction start	2024 Quarter 4
In-use date	2025 Quarter 3

<b>Cost Breakdown</b>	<b>This Request</b>	<b>Total Project</b>
Design	\$710,000	\$950,000
Construction	\$2,231,000	\$2,231,000
<b>Total</b>	<b>\$2,941,000</b>	<b>\$3,181,000</b>

**ALTERNATIVES AND IMPLICATIONS CONSIDERED**

**Alternative 1** – Do not proceed with the improvements.

Cost Implications: \$156,300

Pros:

- (1) No further investment required by the Port.

Cons:

- (1) Staff support space would remain confined and inefficient.
- (2) Does not provide technology enhancements.
- (3) Does not upgrade customer restrooms to meet accessibility requirements.
- (4) Poor HVAC performance continues to negatively affect workplace conditions.
- (5) The project costs to date would need to be expensed.

This is not the recommended alternative.

**Alternative 2** – Minor remodel of existing facility (no expansion), relocate some administration functions.

Cost Implications: \$1,500,000

Pros:

- (1) Reduced investment by the Port.

Cons:

- (1) Administration functions would not be co-located with operational functions.
- (2) Remaining support space would remain inefficient.
- (3) Does not provide equitable facilities for staff.
- (4) Does not provide technology enhancements.
- (5) Does not upgrade customer restrooms to meet accessibility requirements.

This is not the recommended alternative.

**Alternative 3** – Expand existing facility.

Cost Implications: \$3,181,000.

Pros:

- (1) Administration space is expanded and equitable facilities provided for staff.

Meeting Date: May 23, 2023

- (2) Administration functions remain co-located with operational functions.
- (3) Provides technology enhancements.
- (4) Upgrades customer restrooms to meet accessibility requirements.

Cons:

- (1) Requires greater investment by the Port.

***This is the recommended alternative.***

**FINANCIAL IMPLICATIONS**

<b><i>Cost Estimate/Authorization Summary</i></b>	<b>Capital</b>	<b>Expense</b>	<b>Total</b>
<b>COST ESTIMATE</b>			
Original estimate	\$2,800,000	\$0	\$2,800,000
Current change	\$231,000	\$150,000	\$381,000
Revised estimate	\$3,031,000	\$150,000	\$3,181,000
<b>AUTHORIZATION</b>			
Previous authorizations	\$240,000	\$0	\$240,000
Current request for authorization	\$2,791,000	\$150,000	\$2,941,000
Total authorizations, including this request	\$3,031,000	\$150,000	\$3,181,000
Remaining amount to be authorized	\$0	\$0	\$0

***Annual Budget Status and Source of Funds***

This project (CIP #C801128) was included in the 2023-2027 capital budget and plan of finance with a budget of \$2,800,000. A budget increase of \$231,000 was transferred from the Non-Aeronautical Allowance (CIP #C800754) for a total revised capital budget of \$3,031,000 resulting in a zero net change to the Aviation capital budget. The funding sources will be the Airport Development Fund (ADF) and revenue bonds.

***Financial Analysis and Summary***

Project cost for analysis	\$3,181,000
Business Unit (BU)	Ground Transportation
Effect on business performance (NOI after depreciation)	NOI after depreciation will decrease.
IRR/NPV (if relevant)	Costs would be recovered through the Ground Transportation trip fees. Incremental \$0.04 per trip fee.
CPE Impact	N/A

***Future Revenues and Expenses (Total cost of ownership)***

As a result of this project, Aviation Maintenance anticipates moderate impacts resulting in increased annual operating and maintenance costs for mechanical systems, custodial services, and electronic systems.

**ATTACHMENTS TO THIS REQUEST**

- (1) Presentation slides

**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS**

None.



Item No.	8d_supp
Date of Meeting	May 23, 2023

# 3<sup>rd</sup> Floor GT Booth Enhancements

## Project Authorization



# Project Purpose and Scope

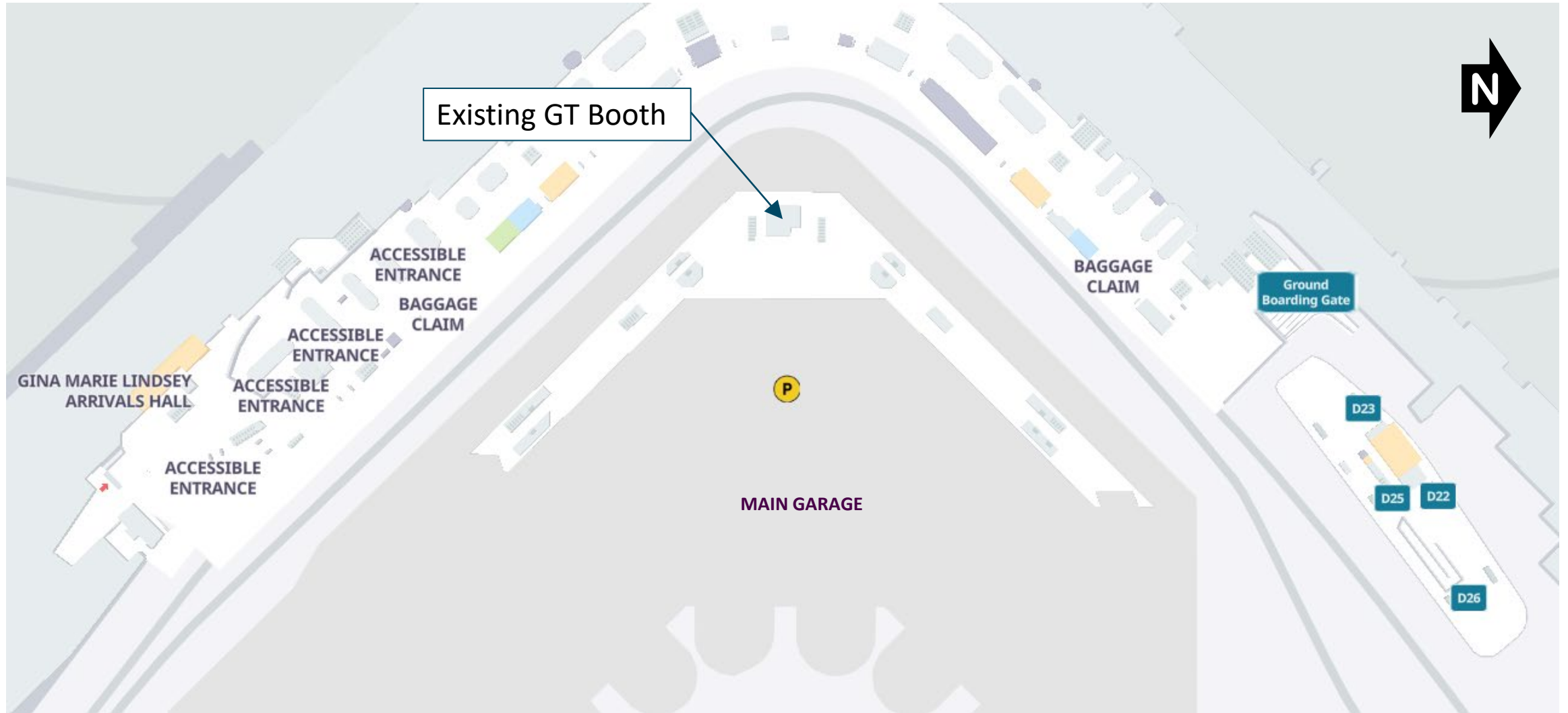
## Purpose:

To renovate and expand the existing facility to support ground transportation operations

## Scope:

- Expansion of administration space including a staff breakroom and restroom
- Upgrade of customer restrooms to meet accessibility requirements

# Project Location



# Additional Project Information

- Construction will be phased to maintain SEA operations during construction
- Includes technology enhancements (Wi-Fi, cell phone coverage)
- Does not remodel existing Ground Transportation Center plaza

# Existing Photos



Existing Front Customer Service Window

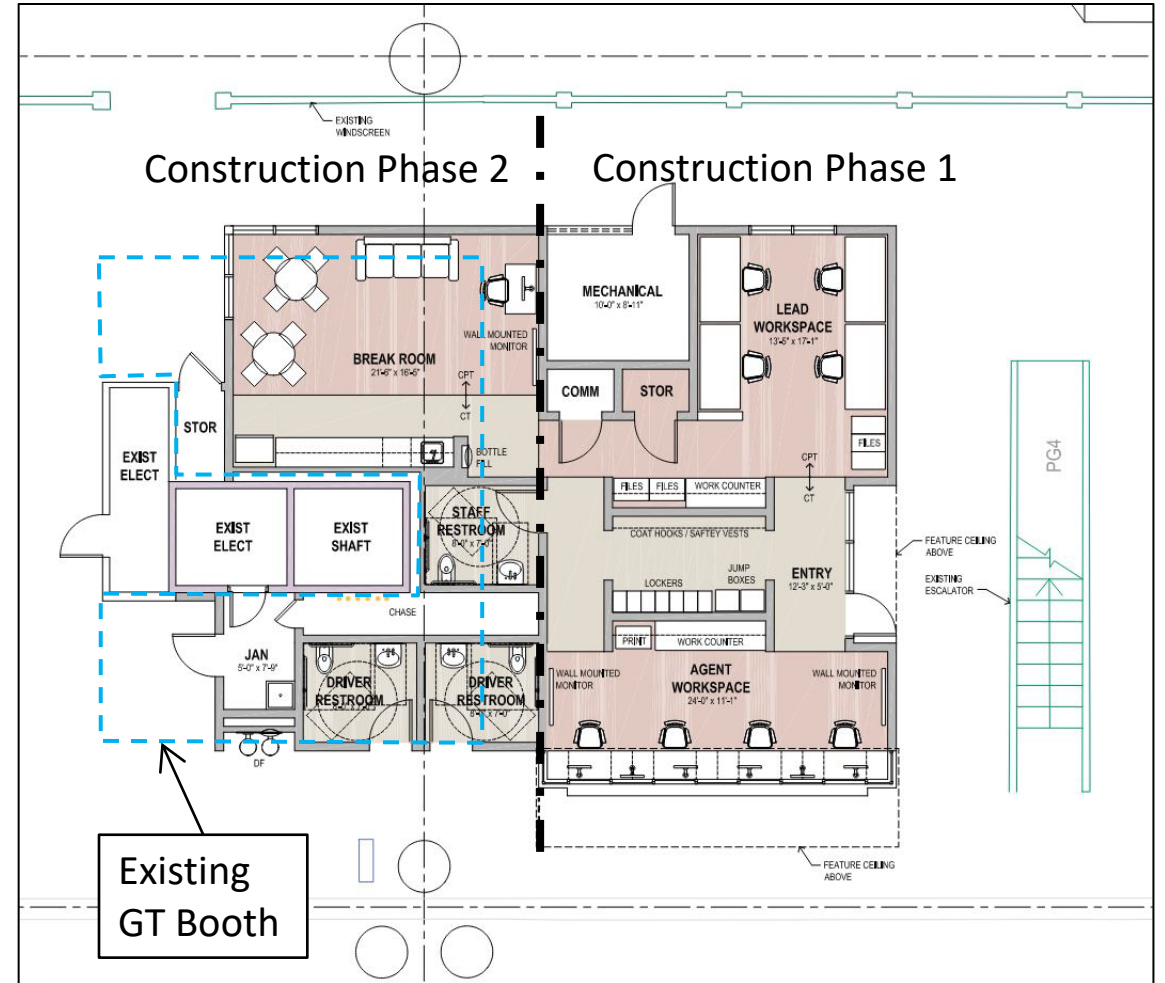


Existing Back Administration Area

# Proposed Improvements



Looking Southwest  
Customer Service Window and Booth Entrance



# Project Budget & Schedule

## Project Budget:

Original Budget: \$2,800,000

Revised Budget: \$3,181,000

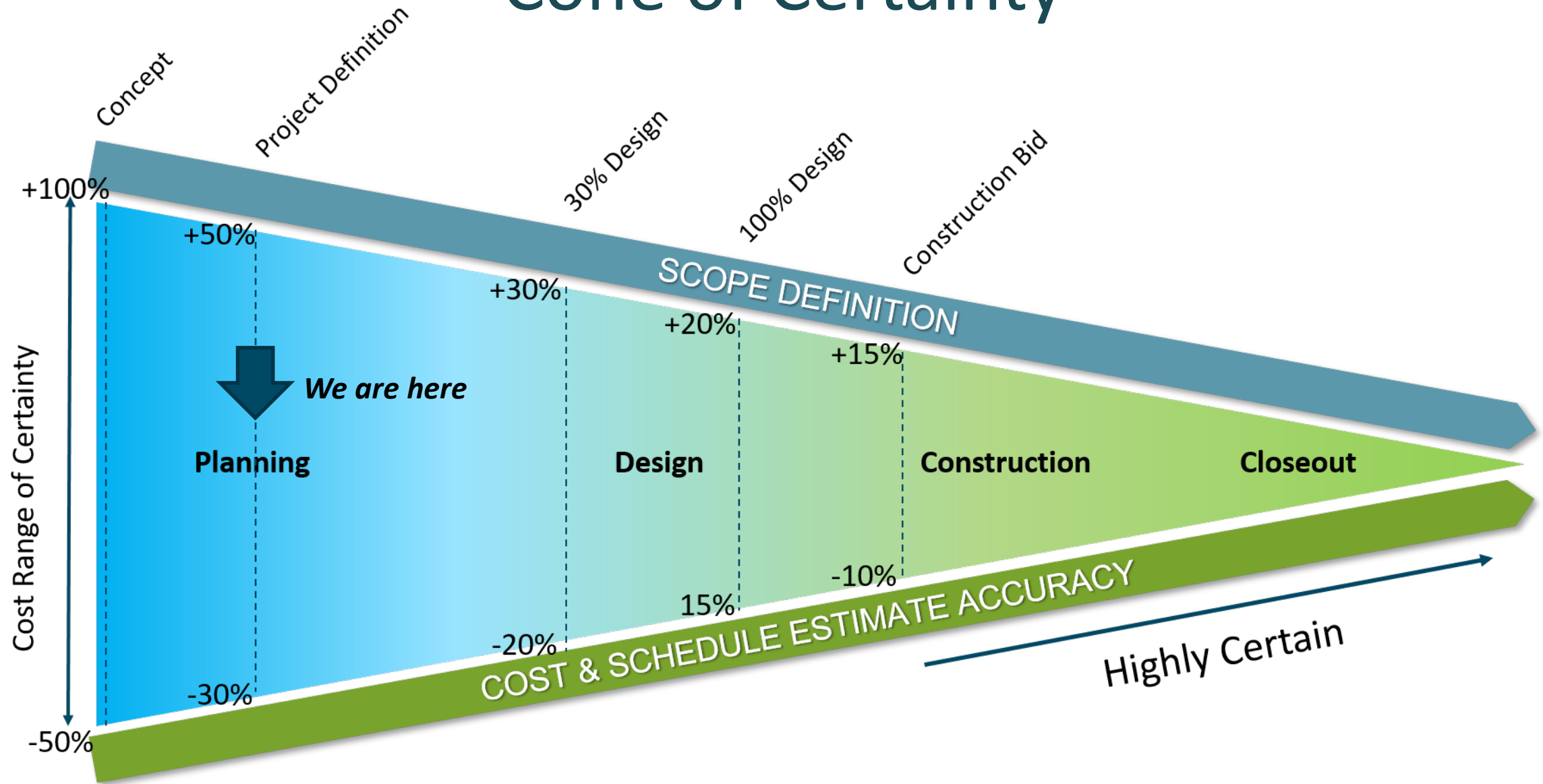
Budget revision due to:

- HVAC system risk (design \$131,000, construction \$250,000)

## Key Schedule Milestones:

- Design Start: Q2 2023
- Construction Start: Q4 2024
- In-Use Date: Q3 2025

# Cone of Certainty





# Project Risks and Opportunities

Risk / Opportunity	Description	Probability	Impact	Mitigation Plan
Risk	HVAC system improvements constrained due to limited floor clearance in SEA Garage	H	H	Exploring two options through 30% design; included additional project contingency for risk
Risk	GT Booth needs to remain in operation during construction	H	H	Developed phased approach to construction
Risk	Existing plaza tile may be damaged; product not available for replacement	M	M	Utilize a close match replacement tile
Opportunity	Limited architectural standards for facilities in SEA Garage	H	L	Evaluate materials and finishes and establish standard

[RETURN TO AGENDA](#)



**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 8e

**ACTION ITEM**

**Date of Meeting** May 23, 2023

**DATE:** May 11, 2023

**TO:** Stephen P. Metruck, Executive Director

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

**SUBJECT: Potable Water Box Replacement (C801187) Project Authorization**

**Amount of this request:** \$2,497,000

**Total estimated project cost:** \$2,547,000

**ACTION REQUESTED**

Request a single Commission Authorization for the Executive Director to proceed with design and construction for the Potable Water Box Replacement project and advertise and execute a major works construction contract. This is a single request for \$2,497,000 of a total estimated project cost not to exceed \$2,547,000.

**EXECUTIVE SUMMARY**

Potable water boxes are located next to passenger loading bridges and supply aircraft with potable water required for restrooms, ice, and other uses while in flight. This project will replace 9 potable water boxes that are currently beyond their useful life on Concourses C and D. Replacement boxes are larger and require two electrical connections. Design will ensure the boxes have the proper anchors, stands, and connections. In addition, the project will ensure proper heat trace on piping to prevent freezing during cold weather. The new boxes include increased safety features, such as chain guards, to improve worker safety when using the equipment. This request is for design and construction authorization in the amount of \$2,497,000 of an estimated project cost not to exceed \$2,547,000.

**JUSTIFICATION**

This project will increase reliability by replacing potable water boxes that are beyond their useful life. If a water box fails airlines will need to either use an adjacent box or use a water truck. In addition, the new water boxes have chain guards on the large chain that pulls the hose back into the box, which improves worker safety.

Meeting Date: May 23, 2023

***Diversity in Contracting***

This project will be using an existing IDIQ contract for design that was established in 2022. The contract includes a 16% women-and-minority-owned business enterprise (WMBE) participation utilization requirement. The project team will work with Diversity in Contracting Department to determine participation opportunities and appropriate aspirational goals for WMBE for the construction phase of the project.

**DETAILS**

This project will replace 9 potable water boxes that are beyond their useful life to reduce the risk of failure. This project includes ensuring there is heat trace on the supply piping to reduce the risk of freezing; replacing stands; foundation work as necessary; and any other work required to ensure proper functioning of the water boxes and compliance with current building code.

***Scope of Work***

Work will include a replacement of the potable water boxes and includes:

- (1) The potable water box;
- (2) The water box stand;
- (3) Electrical connections;
- (4) Heat trace on supply pipes;
- (5) Foundation and backflow preventors as needed; and
- (6) Any other work required to ensure the potable water boxes operate safely and meet current building code.

***Schedule***

*Activity*

Commission design and construction authorization	2023 Quarter 2
Design start	2023 Quarter 2
Construction start	2024 Quarter 4
In-use date	2025 Quarter 3

***Cost Breakdown***

	This Request	Total Project
Design	\$575,000	\$625,000
Construction	\$1,922,000	\$1,922,000
<b>Total</b>	<b>\$2,497,000</b>	<b>\$2,547,000</b>

**ALTERNATIVES AND IMPLICATIONS CONSIDERED**

This is a renewal and replacement project. This project is not adding any new potable water boxes.

Meeting Date: May 23, 2023

**Alternative 1** – Status quo. Replace water boxes as they fail.

Cost Implications: Expense notebook funds

Pros:

- (1) Reducing capital expenditure in the short term.

Cons:

- (1) Does not provide reliable infrastructure for airline use.
- (2) Does not increase worker safety.
- (3) Will have long outages of water boxes.

This is not the recommended alternative.

**Alternative 2** – Replace 9 potable water boxes that are at the end of their useful life.

Cost Implications: \$2,547,000 in capital costs.

Pros:

- (1) Provides reliable infrastructure for airline use.
- (2) Increases worker safety by providing chain guards.
- (3) Reduces the risk of equipment failure and need for emergency repairs.

Cons:

- (1) Requires capital spending.

***This is the recommended alternative.***

**FINANCIAL IMPLICATIONS**

<b><i>Cost Estimate/Authorization Summary</i></b>	Capital	Expense	Total
<b>COST ESTIMATE</b>			
Original estimate	\$2,203,000	\$0	\$2,203,000
Current change	\$344,000	0	\$344,000
Revised estimate	\$2,547,000	0	\$2,547,000
<b>AUTHORIZATION</b>			
Previous authorizations	\$50,000	0	\$50,000
Current request for authorization	\$2,497,000	0	\$2,497,000
Total authorizations, including this request	\$2,547,000	0	\$2,547,000
Remaining amount to be authorized	\$0	\$0	\$0

Meeting Date: May 23, 2023

***Annual Budget Status and Source of Funds***

The Potable Water Box Replacement (C801187) is included in the 2023-2027 capital budget and plan of finance with a budget of 2,203,000. The capital budget increase of \$344,000 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 existing revenue bonds.

***Financial Analysis and Summary***

Project cost for analysis	\$2,547,000
Business Unit (BU)	Airfield Apron 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 2026

**ATTACHMENTS TO THIS REQUEST**

None

**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS**

None

**RETURN TO AGENDA**



**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 8f

**ACTION ITEM**

**Date of Meeting** May 23, 2023

**DATE:** May 2, 2023

**TO:** Stephen P. Metruck, Executive Director

**FROM:** Sarah Cox, Director, Aviation Environment & Sustainability  
Megan King, Senior Environmental Program Manager, Aviation Environment & Sustainability

**SUBJECT: Environmental Monitoring and Hazardous Waste Construction Support Services Indefinite Delivery, Indefinite Quantity (IDIQ) Professional Services Agreement**

**Amount of this request:** \$0

**Total requested project cost:** \$6,000,000

**ACTION REQUESTED**

Request Commission authorization for the Executive Director to execute two professional services IDIQ contracts to perform Environmental Site Support Services (environmental monitoring and hazardous waste support to construction projects) with a total value of \$6,000,000 and a contract ordering period of five (5) years. No funding is associated with this authorization. These IDIQ contracts will replace two existing contracts executed in 2018 that will expire in 2023 at the end of their 5-year ordering period.

**EXECUTIVE SUMMARY**

The Aviation Environmental Compliance team proposes to advertise and select two qualified firms to provide environmental site support services. The two IDIQ contracts would provide environmental construction monitoring, hazardous waste compliance and site assessments for environmental due diligence to the Airport’s Capital Improvement Program (CIP), daily operations, planning and development initiatives, and other strategic interests. The contracts would also be used by other Port Divisions as needed.

IDIQ contracts provide the Port with the flexibility to meet business requirements as they arise by issuing individual Service Directives to accomplish tasks within the general, pre-defined scope of work on an as-needed basis for a fixed period of time and a maximum contract amount. The funding for these service directives will come separately from either annual operating budgets or individual project authorizations.

Meeting Date: May 23, 2023

**JUSTIFICATION**

This contract will enable the Port to perform environmental construction monitoring, hazardous waste management compliance and environmental assessment support. Management of waste consistent with the Port’s operational and construction monitoring work plans as well as federal and state regulations minimizes construction delays, limits adverse environmental impacts, reduces the Port’s exposure to unacceptable liability, and avoids enforcement actions.

Competitively bid IDIQ contracts are a widely used public sector contracting tool, consistent with the Port’s General Delegation of Authority and governed by Central Procurement Office (CPO)-1 policy.

The contract will be procured according to CPO-1 procedures for Category III procurement. The Port will advertise and issue a request for qualifications (RFQ) that includes a Women and Minority Business Enterprise (WMBE) goal of sixteen percent (16%) for each contract awarded.

An evaluation of the level of outside services required versus Port staff support was performed and is detailed in the Alternatives and Implications Considered section below. This evaluation considered cost as well as staff availability, impacts to work schedules, and level of in-house expertise. The evaluation concluded that ongoing environmental site support services will be most effectively met through continuing with a combination of existing Port staff supplemented by IDIQ contract support.

***Diversity in Contracting***

The scope of work document for this contract has been provided to the Diversity in Contracting Department, and they are conducting an evaluation to recommend women- and minority-owned business enterprise (WMBE) aspirational goals and inclusion plans. The aspirational goals recommended by the Diversity in Contracting Department will be applied to both contract awards.

**DETAILS**

Port environmental staff is on-call 24/7 and responds as needed to monitor and coordinate environmentally related events, all spill response actions, and discovery of unanticipated contamination during construction and other Port activities. Annually, the Port manages hundreds of thousands of pounds of contaminated soil, hazardous waste and other regulated materials as well as responds to other environmental emergencies. A major portion of this work is monitoring construction activities for environmental contamination caused by historical operations and current-day spills of hazardous materials. In many cases, contaminated soils at these sites present no risk to human health or the environment while in place or below pavement. However, that same contaminated material must be properly managed and disposed of in accordance with federal and state requirements once excavated and removed from the site.

Meeting Date: May 23, 2023

In 2002, an environmental construction monitoring work plan was developed to document the coordination and oversight activities related to the discovery, evaluation, and disposal of contaminated materials encountered during Airport construction projects. This work plan has been approved by the Washington State Department of Ecology and is implemented as evidence that the Port is properly managing all contamination discovered and that known on-site contamination is not causing harm to human health or the environment. Continued implementation of this plan decreases the potential for independent cleanup projects that drastically delay and interfere with our capital improvement program. In addition to properly managing contaminants on-site, environmental construction monitoring ensures the Port properly disposes of contaminated material, preventing significant additional costs and cleanup liability.

In addition, Airport operations and maintenance activities generate hazardous waste which must be managed appropriately. These wastes include maintenance supplies, garden pesticides, building materials containing PCB's, mercury, and lead, underground storage tanks, and containers of unknown contents. Each of these materials requires special management to comply with the rules of multiple regulatory agencies.

Acquisitions of property previously used for residential, commercial, and industrial purposes also can contain hazardous wastes that need to be disposed of properly. These acquisitions require environmental assessments and other technical support services to determine if historical contamination is present and how the site should be properly characterized to meet environmental due diligence standards.

The current Environmental Site Support Contract has been in place since 2018 and will expire at the end of 2023 when the 5-year ordering period ends.

***Scope of Work***

The scope to be conducted under this contract includes:

- (1) Environmental construction monitoring of capital and operational projects for facility construction, repair, decommissioning, and other subsurface construction projects.
- (2) Hazardous waste management support to implementation of the Hazardous Materials Reduction and Stormwater Pollution Prevention programs.
- (3) On-call response support services to construction and non-construction related spills, investigation and assessment of underground storage tanks, and other pollution generating activities.
- (4) Site management under various regulatory authorities.
- (5) Analytical laboratory and data coordination.
- (6) Environmental project cost estimation.
- (7) Graphics Production; and
- (8) Support of Port cost recovery.



Meeting Date: May 23, 2023

***Schedule***

Commission authorization	May 23, 2023
Contract RFP Advertisement	June 2023
Contract Execution	November 2023
Expiration of previous (current) contract	December 2023
Expiration of new contract	November 2028

**ALTERNATIVES AND IMPLICATIONS CONSIDERED**

Four alternatives for meeting the Airport’s Environmental Site Support Services requirements were evaluated. The alternatives evaluated methods of performing environmental construction monitoring tasks through contracted services, Port staff, construction contractor, or combination of all three. Annual costs for each alternative were evaluated based on the anticipated demand for environmental construction monitoring during a construction season.

Although the level of required services may vary year to year, the relative costs for each alternative was shown to remain the same and therefore did not affect the evaluation of the alternatives presented below. Hazardous waste compliance and site assessments must be performed through contracted services due to technical expertise needed for these tasks. Cost for these tasks was therefore the same in each alternative.

**Alternative 1** – Environmental Monitoring & HW Support Services completed through IDIQ contract only:

Cost Implications: Estimated Annual Costs: \$1,261,000.

Pros:

- (1) Contractor only gets paid for work performed; no payment is given for being on-call.
- (2) Does not require additional Port staff.
- (3) Provides flexibility of contracted work force.
- (4) Provides consistent reporting and documentation.
- (5) Direct control of contamination and low potential for compliance violations or environmental liability.

Cons:

- (1) Increased costs as compared to Alternative 3 and 4.

This is not the recommended alternative.

**Alternative 2** – Environmental Monitoring & HW Support Services performed by Construction Contractor only.

Cost Implications: Estimated Annual Costs: \$1,425,000.

Pros:

- (1) Reduces AV/ENV staff costs for contract administration.

Meeting Date: May 23, 2023

Cons:

- (1) Increases environmental liability due to lack of direct control of waste designation.
- (2) Increases AV/ENV staff time to track, compile and manage contractor reports.
- (3) Prime contractor would charge premium up to 25% markup to manage these services under force account.
- (4) Potential overpayment for mischaracterized soil.
- (5) Costs greater than the other alternatives.

This is not the recommended alternative.

**Alternative 3** – Environmental Monitoring & HW Support Services completed by Port Staff only.

Cost Implications: Estimated Annual Costs: \$980,600.

Pros:

- (1) Reduces AV/ENV staff costs for contract administration.
- (2) Provides Port workforce that can increase or decrease service level of effort as needed.
- (3) Provides trained Port workforce with specific technical expertise.
- (4) Provides consistent reporting and documentation.
- (5) Direct control of contamination and low potential for compliance violations or environmental liability.

Cons:

Servicing peak seasonal demand requires hiring multiple additional full-time employees resulting in unutilized labor through the majority of the year.

This is not the recommended alternative.

**Alternative 4** – Environmental Monitoring & HW Support Services completed by IDIQ Contract and Port Staff.

Cost Implications: Estimated Annual Costs: \$1,000,000.

Pros:

- (1) Provides contracted and Port work force that can increase or decrease service level of effort as needed.
- (2) Utilizes existing trained Port staff with specific technical expertise.
- (3) Direct control of contamination and low potential for compliance violations or environmental liability.
- (4) Provides consistent reporting and documentation.
- (5) Reduces AV/ENV staff costs for contract administration.

Cons:

- (1) Coordination is required between Port Environmental Construction Manager and consultant.

***This is the recommended alternative.***

Meeting Date: May 23, 2023

**FINANCIAL IMPLICATIONS**

The contracts will have a total not-to-exceed amount of \$6,000,000. The Port will authorize work under individual Service Directives as specific work tasks are required and funding for that work is authorized by the Commission.

Individual Service Directives will be negotiated and processed before any work is performed. Service Directives, consisting of a scope, fee agreement and schedule, will not be established until the project has been approved in accordance with the General Delegation of Authority to the Executive Director and Policy EX-2. There are no guarantees that the Port will initiate any Service Directive or that any related projects will be authorized by the Port Commission. The Port will not issue service directives in excess of the \$6,000,000 combined contract dollar value.

Contract payments are to be included in the annual operating budget as specific line items in the Aviation Operations Department budget.

**ATTACHMENTS TO THIS REQUEST**

None

**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS**

October 13, 2015 – The Commission authorized an IDIQ contract to perform Environmental Field Support Services at the airport with a total value of \$2,300,000 and a contract ordering period of five years.

June 26, 2018 – The Commission authorized an IDIQ contract to perform Environmental Site Support Services at the airport with a total value of \$5,000,000 and a contract ordering period of five years.

**RETURN TO AGENDA**



**COMMISSION**

**AGENDA MEMORANDUM**

**Item No.**

8g

**ACTION ITEM**

**Date of Meeting**

May 23, 2023

**DATE:** May 18 , 2023

**TO:** Stephen P. Metruck, Executive Director

**FROM:** Karin Zaugg Black, International Business Protocol Liaison  
LeeAnne Schirato, Commission Deputy Chief of Staff  
Aaron Pritchard, Commission Chief of Staff

**SUBJECT: Approval of Commission International Travel – Supplemental Second Quarter 2023 and Third Quarter 2023 Requests.**

**ACTION REQUESTED**

Commission approval of international travel requests for known travel for in the second quarter of 2023 was approved in March 2023. This memo request includes supplemental additional international travel in the second quarter of 2023. It is also the approval of known international travel requests in the third quarter.

**EXECUTIVE SUMMARY**

*Article III(5)(h) of the Commission’s Bylaws and Rules of Procedure requires approval of Commissioner international travel requests by Commission authorization. The authorization shall include: the number of commissioners traveling (if applicable), the port-related reason for travel, and the dates and destination of travel. International travel requests shall be submitted to the Commission Office 21 days in advance of each calendar quarter. Travel change requests for previously approved international travel shall again be put before the full Commission for review and action. Commissioners not receiving advanced travel authorization for international travel shall report to the Commission regarding the purpose of their travel, dates of travel, location of travel, benefit received by the Port through the travel, and shall seek majority approval of the post-travel authorization in order to submit claims for travel expense reimbursement. Travel requests of Commissioners should be equitable to all members and consistent with the interests of the Port. Domestic travel requests are approved by the Commission President consistent with the requirements of Article III(5)(h).*

The following are known travel requests for approval as of this authorization date:

Meeting Date: May 23, 2023

Travel Dates	No. of Attendees	Reason for Travel	Destination	Other Information
May 22-27	1	Seattle Metro Chamber & Greater Seattle Partner’s International Leadership Mission	Reykjavik, Iceland; Bergen & Oslo, Norway	Commission President Sam Cho will join regional leaders to travel to Iceland and Norway to examine their maritime ecosystems and sustainability efforts related to ports and airports, in order to bring back innovative ideas for our port programs.
July 3-7	1	International Maritime Organization (IMO)’s Marine Environment Protection Committee	London, England	Commissioner President Sam Cho will travel to the IMO’s Marine Environment Protection Committee to represent the Port of Seattle’s leadership in our maritime sustainability programs.

**ATTACHMENTS TO THIS REQUEST**

None.

**RETURN TO AGENDA**



**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 8h

**ACTION ITEM**

**Date of Meeting** May 23, 2023

**DATE:** May 17, 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 763, Teamsters, Representing Police Commanders**

**Total Port Cost Increase for the Duration of the Agreement:** \$ 436,479

**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 763, representing Police Commanders at the Police Department for the Port of Seattle covering the period from January 1, 2022, through December 31, 2024.

**EXECUTIVE SUMMARY**

Good faith bargaining between the International Brotherhood of Teamsters, Local 763, representing Police Commanders and the Port of Seattle resulted in a fair collective bargaining agreement consistent with the Port’s priorities.

There are currently five (5) Police Commanders employed at the Port of Seattle who are assigned to the Port of Seattle Police Department. Police Commanders are part of the Port of Seattle Police Department command staff and supervise the day-to-day activities of Port of Seattle Police Sergeants and Police Officers.

This agreement is for three years covering the period from January 1, 2022, through December 31, 2024. The estimated total additional cost for wages and benefit increases is \$436,479. The estimated cumulative cost per year of the contract is: year one, \$80,189, year two \$151,404, and year three, \$204,886. The cost is based upon a nine percent (9.0%) wage increase in year one of the agreement; a seven percent (7.0%) wage increase in year two of the agreement; and a Cost-of-Living increase, plus an additional two percent (2.0%) increase in wages, in year three of the agreement.

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The cost also consists of a 1.8% increase in health insurance in year one, 4.7% increase in year two of the agreement and an estimated 4.0% increase in health insurance in year three of the agreement.

Other changes consist of a modification of the jury compensation procedure where employees will no longer have to remit their jury compensation paid by the Court to the Port payroll department; the addition of two personal days in year two of the agreement; increase in the Damage Reimbursement provision for uniforms from \$300 to \$400 for each incident; Port compliance with the Washington Paid Family and Medical Leave, where the Port pays the employee portion of the premium.

Changes were also made to reflect a procedure and process for the implementation of Body Worn cameras no later than June 1, 2023.

Other changes include employees paying an additional \$25 per month in employee premium share for a total of \$150 per month effective year three of the agreement. The Port increased its contribution of the Pacific Coast Benefits Trust supplemental pension from \$1.35 per hour compensated to \$1.40 per hour compensated for members in the bargaining unit.

Terms of the Port’s Vaccine mandate policy were included in this agreement as a Memorandum of Understanding. Members of the bargaining group who complied with the Port Vaccine policy and provided verification as of November 15, 2021, will receive an additional personal day in the third year of the agreement.

The grievance procedure was modified to reflect the procedure provided in RCW 41.58.070 for Law Enforcement terminations and/or suspensions that are appealed to arbitration and the process involving the selection of arbitrators.

**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, 2022, through December 31, 2024.

Meeting Date: May 23, 2023

**FINANCIAL IMPLICATIONS**

**Wages**

Classification	Current Rate	Effective 1/1/22 Base Hourly Rate (+9.0%)	Effective 1/1/23 Base Hourly Rate (7.0%)	Effective 1/1/24 Base Hourly Rate (Estimated 3% COLA + 2.0%)
<u>Police Commander</u>	\$74.98/hour	\$81.73/hour	\$87.45/hour	\$91.82 (Estimate)

Employees were provided with a nine percent (9.0%) increase in year one of the agreement; a seven percent (7.0%) increase in year two of the agreement; and a cost-of-living increase in year three of the agreement based on the Seattle/Tacoma/Bellevue CPI-U (All Urban Consumers) October to October Index, plus an additional two-percent (2.0%) increase above CPI-U in year three of the agreement.

**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 \$25 in year three of the agreement. Total employee medical contribution will therefore increase to \$150 per month in year three of the agreement.

**Pacific Coast Benefits Trust Supplemental pension**

The Port increased its contribution to the Pacific Coast Benefits Trust supplemental pension from \$1.35 per hour compensated to \$1.40 per hour compensated for all members of the bargaining unit effective upon ratification between the parties.

**Other Changes**

- Establishing a procedure and process for Body Worn Cameras
- Memorandum of Understanding to reflect terms of the Port’s Vaccine policy.
- Modification in the process of Jury Duty compensation,
- Increase in Damage Reimbursement for Uniforms from \$300 to \$400 per incident.



Meeting Date: May 23, 2023

- Increase in clothing allowance from \$70 to \$100 per month.
- Modification of the grievance process to reflect state procedures for the selection of an arbitration for Law Enforcement disciplinary suspension/terminations.

<b>Cost Impact \$</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>Pay</b>	\$ 78,605	\$ 66,640	\$ 50,932
<b>Benefits</b>	\$ 1,584	\$ 4,575	\$ 2,550
<b>Total New Money</b>	\$ 80,189	\$ 71,215	\$ 53,482
<b>Total Cumulative Cost</b>	\$80,189	\$151,404	\$204,886

The estimated total cumulative cost to the Port of Seattle for the duration of the contract is \$436,479.

**ATTACHMENTS TO THIS REQUEST**

1. Collective Bargaining Agreement

**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS**

None

**PORT OF SEATTLE - LOCAL 763 SETTLEMENT AGREEMENT**

**March 22, 2023**

# **COLLECTIVE BARGAINING AGREEMENT**

**By and Between**



**The Port of Seattle**

**And**

**Teamsters Local Union No. 763**

**Affiliated With The  
International Brotherhood of Teamsters**



**REPRESENTING POLICE COMMANDERS**

**Term of Agreement**

**January 1, 2022 - December 31, 2024**

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**POLICE COMMANDERS' AGREEMENT**

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**PORT OF SEATTLE**  
**POLICE COMMANDERS' AGREEMENT**

**ARTICLE 1 - PURPOSE OF AGREEMENT (CCL)**

This mutual Collective Bargaining Agreement (hereinafter referred to as the Agreement) has been entered into by the International Brotherhood of Teamsters, Local No. 763 (hereinafter referred to as the Union), and the Port of Seattle (hereinafter referred to as the Port), which may hereinafter be referred to as Parties. The purpose of this Agreement is the promotion of harmonious relations between the Port and the Union; the establishment of equitable and peaceful procedures for the resolution of differences; and the establishment of rates of pay, hours of work, benefits, and other terms and conditions of employment.

**ARTICLE 2 - UNION RECOGNITION (CCL)**

The Port recognizes the Union as the sole and exclusive bargaining agent for Port Police Commanders (also referred to in this Agreement as Command Staff). This Agreement shall take precedence over any Port civil service rule(s) applicable to the classification of Police Commander.

**ARTICLE 3 - UNION SECURITY (CCL)**

3.01           The Port shall advise the Union of the names and addresses of Port employees covered by this Agreement within five (5) days from the date of hire.

3.02           Indemnification and Hold Harmless. The Union agrees to indemnify and hold harmless the Port for any action(s) taken by the Port pursuant to this Article. The Port will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article and Article 4.

3.03           Application of Agreement. The Agreement shall apply to all employees covered by this Agreement irrespective of membership or non-membership in the Union.

3.04           New Employee Orientation: The Employer shall notify the Union of all new full-time, part-time and seasonal employees hired into the bargaining unit. The Union will at a mutually agreeable time with the employer be provided with up to thirty (30) minutes during employees' regular working hours for purposed of presenting information about the bargaining unit and Union membership. This shall generally occur no later than ninety (90) calendar days of employment. Employees have the option to attend or not attend the orientation.

#### **ARTICLE 4 - PAYROLL DEDUCTION (CCL)**

4.01 Dues Deduction. The Port agrees to deduct from the paycheck of each Union member covered by this agreement who has so authorized it by voluntarily signing a payroll deduction authorization form submitted to the Port, the initiation fee, and regular monthly dues, assessments. The Port shall transmit such fees 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 following notice to the Port.

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

#### **ARTICLE 5 - BUSINESS REPRESENTATIVE ACCESS (CCL)**

The Port agrees to allow reasonable access to Port facilities for Business 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 Port of Seattle 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 (CCL)**

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

#### **ARTICLE 7 - EQUAL EMPLOYMENT OPPORTUNITY (CCL)**

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").

## **ARTICLE 8 - MANAGEMENT RIGHTS (CCL)**

8.01 Management Rights. 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.

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 the covered employees shall be changed, modified, or otherwise affected, without concurrence of the Union.

8.02 Specific and Exclusive Management Rights. 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.

8.03 Incidental Duties Not Always Described. It is understood by the Parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.

8.04 Demotions. In reference to Section 8.02(b) above, "just cause" for demotions shall not be limited to normal disciplinary issues and shall include:

- (a) Demonstrated inability to perform management role effectively in Command staff assignment.
- (b) Restructuring and/or reorganizing the Command Staff in the interest of efficiency.

## **ARTICLE 9 – PROBATION (CCL)**

9.01 The probationary period for any employee appointed to a Command Staff classification shall be for the nine (9) calendar months following such appointment. The probationary period may be extended at the discretion of the Port's 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 fails, in the judgment of management, to satisfactorily fulfill the responsibilities of the command staff position, the following action shall take place:

- (a) An employee who had been promoted from a lower level police classification to their current rank shall be demoted to the former classification held within the Department.
- (b) At the Chief's discretion, an employee who has been appointed from a Port position outside the Port Police Department may be returned to his/her former position, placed in another Port position, or discharged, depending on the circumstances.
- (c) An employee who has been employed from outside the Port shall be discharged.

9.02 In reference to items (b) and (c) above, when candidates from outside of the Port Police Department are being reviewed along with others from within the Port Police Department, the combined written test and oral board scores shall be used to determine which candidates are eligible for final selection consideration. Candidates whose combined scores are in the top five (5) of the group tested and interviewed shall be evaluated for relative suitability by the Chief, and the Chief shall make the final selection from that group. If a situation develops where a Port Police Department employee and an individual from outside of the Port

Police Department have qualifications of equal merit, preference shall be given to the Port Police Department employee.

## **ARTICLE 10 – DISCIPLINE (CCL)**

10.01 Grievance Procedure – Applicability. The Parties agree that discipline is a command function. Decisions on disciplinary matters where discipline imposed involves discharge, suspension, demotion or written reprimands shall be subject to the grievance procedure, however written reprimands may not be pursued to arbitration.

10.02 Grievance Procedure – Timing. If an employee claims to have been unjustly discharged, suspended, demoted, or reprimanded, to be timely the case may, within twenty (20) calendar days after the date of such discharge, suspension, demotion or reprimand be referred in writing to the grievance procedure as outlined herein (Article 29).

## **ARTICLE 11 - REDUCTION IN FORCE (CCL)**

11.01 Selection Criteria for Reduction in Rank. In the event a reduction in force is required by Port management, those individuals shall be retained as Commanders who, in the Port management's opinion, are most qualified to carry on the future work of the organization. In lieu of layoff under this Agreement, Commanders, if they have ever held a position of lesser rank in the Port of Seattle Police Department, shall be reduced in rank when a reduction in force is implemented. A Commander reduced in rank under the provisions of this Article shall return to his/her seniority position, previously held, as defined under the provisions of either the Port Police Sergeants' or Port Police Officers' Agreements. However, if no previous seniority position was held in a bargaining unit of lesser rank, the employee shall be subject to layoff. Selection for reduction in rank or layoff shall primarily be made on the basis of performance and skill; however, length of service shall also be a factor in determining retention of position when performance and skill of two (2) or more individuals are evaluated as equal by management. In addition, the impact of a reduction in force on affected classes shall be considered in view of the Port's Affirmative Action Plan.

11.02 Restoration of Rank. Employees who are reduced in rank shall receive first consideration for Commander vacancies which may occur within eighteen (18) months of the date of reduction in rank. Employees who are laid off shall receive first consideration for Commander vacancies which may occur within twelve (12) months of the date of layoff. Selection criteria for order of restoration of rank or recall shall be the same as provided in 11.01.

11.03 Notice. In the event of an imminent reduction in force, written notice shall be provided to each employee scheduled for reduction in rank or layoff at least sixty (60) days prior to such action.

11.04 Limitation on Reduction in Force Application. The provisions of this Article shall be applied in good faith to bona fide situations where a reduction in force is required. This



Article shall not be applied to provide an easy solution for dealing with employees who are unsatisfactory performers. Matters concerning unsatisfactory performance shall be subject to the conditions set forth in other provisions of this Agreement, including Articles 8, 9, and 10, and Appendices B and C.

### **ARTICLE 12 - JURY DUTY AND SUBPEONAED WITNESS (TA)**

When an employee is called for and serves as a subpoenaed witness or on jury duty, that employee shall, during such service period, receive full regular compensation from the Port. Port compensation for service as a subpoenaed witness (not Port related) or on jury duty only applies to absence from regularly scheduled work hours. Commanders who are released prior to the end of his/her scheduled hours of work for the day shall call in to work and report if required.

### **ARTICLE 13 - BEREAVEMENT LEAVE (CCL)**

13.01 Eligibility; Hours. 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 supervisors, 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.

13.02 Immediate Family Defined. 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, and sibling's spouse. In special circumstances, the Chief and/or Human Resources may include other relatives in the definition for purposes of bereavement leave.

13.03 Considerations. Individual circumstances, such as the 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.

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

### **ARTICLE 14 - HOURS OF WORK AND OVERTIME (CCL)**

14.01 Hours of Duty. The normally scheduled workweek for Commanders shall be the equivalent of forty (40) hours per week on a Port payroll week basis, except as otherwise provided in Section 14.02 of this Agreement.

The normal daily schedule for Commanders shall be ten (10) hours per day beginning between the hours of 0500 and 0900, except that Patrol Commanders will be scheduled ten (10) hours between 0500 and 2400.

Commanders are FLSA overtime exempt salaried employees and are expected to work the hours required to accomplish the duties of their position. In general, the normal daily schedule is anticipated to include nine (9) hours of work after the start of the watch plus one (1) mealtime and two (2) rest periods. The mealtime provided for during the normal workday is for a period of thirty (30) minutes. If the meal period is a business lunch where Port interests are best served extending this time frame beyond thirty (30) minutes, members shall not be restricted to any particular time element. In addition, one (1) fifteen (15) minute rest period before and one (1) fifteen (15) minute rest period after mealtime shall be provided for in the normal workday.

Commanders may at their own discretion, and with the prior approval of management, temporarily modify their normally scheduled work week or normal hours of work (to work any continuous ten (10) hour shift) for the purposes of maintaining necessary and desirable familiarity with all Police Department personnel and their duties and responsibilities.

The normally scheduled workweek for Commanders shall be four (4) days worked and three (3) consecutive days off during a seven (7) day period. Work days will be assigned by management and will be either Monday through Thursday or Tuesday through Friday, except as otherwise provided for in Section 14.02 of this Agreement.

14.02 Weekend Coverage. Commanders may adjust their normal work schedule for planned special events occurring during the weekend (Saturday and Sunday).

When adjusting to or from a normal weekly work schedule to a weekend weekly work schedule, the work schedule shall be the equivalent of eighty (80) hours per two (2) week period during this adjustment.

The normal weekend work schedule work day shall be ten (10) consecutive hours each day.

14.03 Overtime Exemption. The Parties agree that Commanders shall be considered overtime exempt managerial employees, and as such, shall be paid salary (calculated from an hourly rate based on the standard forty (40) hour workweek). Commanders shall not be entitled to overtime compensation under either the Fair Labor Standards Act or Washington Minimum Wage Act.

14.04 Awarded Time. In recognition of working in excess of eighty (80) hours in one (1) pay period, the Chief, or his/her designee, may award a Commander "Awarded Time" off. Awarded Time shall be governed under the following conditions:

- (a) Awarded Time is not "Comp Time." It is not intended to compensate employees on an hour for hour basis for hours worked beyond their regular work schedules.

Awarded Time is intended to give employees time away from work for rest and rejuvenation following a recent rigorous work period.

- (b) Commanders will occasionally work beyond their regularly scheduled eighty (80) hour pay period. Employees should not normally expect to receive Awarded Time compensation for working additional hours that are not in excess of ten percent (10%) of their regular work schedule. For example, Awarded Time would not normally be awarded to an employee working for the first eight (8) hours of additional work performed during a pay period.
- (c) A Commander's use of Awarded Time must be approved in advance by his/her supervisor and recorded on the employee's time log using the appropriate time reporting code. Awarded Time should normally be awarded to the employee during the same time period in which the work was performed, and the employee should use the Awarded Time as soon as possible thereafter. Awarded Time may be used for any reason, and a Commander's request for use of Awarded Time will normally be approved.
- (d) Awarded Time must be used in the calendar year granted, and shall not be carried into the next calendar year. Awarded Time shall not be cashed out. Retiring or terminating employees may not take Awarded Time after their last worked day.
- (e) In recognition of Commanders performing assignments that may require them to work in excess of the standard work schedule on an ongoing, regular basis, Commanders shall automatically receive a lump sum of forty (40) hours of Awarded Time annually. The forty (40) hours shall be granted on January 1<sup>st</sup> of each calendar year for incumbent Commanders. If an employee is hired into a regular Commander position after January 1 of a calendar year, the forty (40) hours of Awarded Time shall be granted on a pro-rated basis.

Effective upon ratification between the parties and execution of the agreement, hours of awarded time for Commanders on Duty shall increase to eighty (80) hours annually.

- (f) Upon execution of this Agreement, a Commander's previously accrued compensatory time (earned as a non-exempt Captain or Lieutenant) will be cashed-out at the appropriate rate of pay.

14.05 On-Call: Pagers/Cell Phones. For times when there is no Commander working after-hours and/or weekends (Saturday and Sunday), there shall be a member of the Command Staff on-call to be available to on-duty supervisors, assigned on a rotating basis. The rotation schedule for each Commander's on-call duty shall be no greater than seven (7) continuous days per on-call assignment, and each on-call assignment is not to occur more than once every five (5) weeks. Voluntary trades resulting in more frequent rotations may be made on a

voluntary basis by Commanders. It is understood that an increase in staff will result in a decrease in on-call rotation frequency on a one for one basis. If a Commander is specifically required to carry a pager and/or cell phone and is assigned "on call," such Commander will be expected to respond and report, as soon as possible if called.

14.06 Assignment of Commanders. All assignments will be made at the discretion of the Chief of Police. Commanders will obtain approval for any leave from their Deputy Chief. Prior to taking any such leave, if two Commanders request leave during the same time period and there is potential for a negative impact on the operation of the Department, the Commander with the most bargaining unit seniority will take precedence over the other.

## **ARTICLE 15 – VACATION**

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

15.01 Scheduling of Vacation Leave. At any time after the successful completion of six (6) months of employment, regular permanent employees (any employee hired from a Port posting) 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 Chief. Seniority shall be considered in accordance with departmental procedures when scheduling vacations. Normally, requests for approval of vacation schedules shall be made to the Chief on a vacation request form thirty (30) days or more in advance; more notice may be required by the Chief when necessary to provide for proper scheduling of personnel.

15.02 Limits on Accumulating Vacation Leave; Cash-Out. Vacation leave accumulation shall be limited to four hundred thirty-two (432) hours of accrual at any time. Any portion above four hundred thirty-two (432) hours of unused vacation leave shall be cashed-out under this Section, unless the reason for not taking such vacation leave is at management's direction, as under emergency conditions. Vacation beyond four hundred thirty-two (432) hours accrual will be cashed out on an annual basis. The cash-out of excess hours shall be paid to the Commander on the last paycheck in the payroll year, or in the case of a termination of employment, on the employee's last paycheck.

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

15.03 Rates of Accrual. Based upon a pro rata share of a full-time work schedule, vacation leave is earned as follows:

- (a) 96 Hours of Vacation: From the first (1<sup>st</sup>) day of employment, to and including the forty-second (42<sup>nd</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of eight (8) hours per month of active employment, or the equivalent of up to ninety-six (96) hours per year (8 hours per month x 12 months = 96 hours per year).

- (b) 120 Hours of Vacation: From the forty-third (43<sup>rd</sup>) full month, to and including the seventy-second (72<sup>nd</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of ten (10) hours per month of active employment, or the equivalent of up to one-hundred and twenty (120) hours per year (10 hours per month x 12 months = 120 hours per year).
- (c) 128 Hours of Vacation: From the seventy-third (73<sup>rd</sup>) full month, to and including the one hundred thirty-second (132<sup>nd</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of ten and sixty-seven hundredths (10.67) hours per month of active employment, or the equivalent of one-hundred and twenty eight (128) hours per year (10.67 hours per month X 12 months = 128 hours per year).
- (d) 160 Hours of Vacation: From the one hundred thirty-third (133<sup>rd</sup>) full month to and including the one hundred ninety-second (192<sup>nd</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of thirteen and thirty-four hundredths (13.34) hours per month of active employment, or the equivalent of up to one hundred and 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 (193<sup>rd</sup>) full month, to and including the two hundred twenty-eighth (228<sup>th</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of fourteen (14) hours per month of active employment, or the equivalent of up to one-hundred and sixty eight (168) hours per year (14 hours per month X 12 months = 168 hours per year).
- (f) 176 Hours of Vacation: From the two hundred twenty-ninth (229<sup>th</sup>) full month, to and including the two hundred-fortieth (240<sup>th</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of fourteen and sixty-seven hundredths (14.67) hours per month of active employment, or the equivalent of up to one hundred and seventy-six (176) 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 (241<sup>st</sup>) full month, to and including the two hundred fifty-second (252<sup>nd</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of fifteen and thirty-four hundredths (15.34) hours per month of active employment, or the equivalent of up to one-hundred and eighty-four (184) hours per year (15.34 hours per month X 12 months = 184 hours per year).
- (h) 192 Hours of Vacation: From the two hundred fifty-third (253<sup>rd</sup>) full month, to and including the two hundred sixty-fourth (264<sup>th</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of

sixteen (16) hours per month of active employment, or the equivalent of up to one-hundred and ninety-two (192) hours per year (16 hours per month X 12 months = 192 hours per year).

- (i) 200 Hours of Vacation: From the two hundred sixty-fifth (265<sup>th</sup>) full month, to and including the two hundred seventy-sixth (276<sup>th</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of sixteen and sixty-seven hundredths (16.67) hours per month of active employment, or the equivalent of up to two-hundred (200) hours per year (16.67 hours per month X 12 months = 200 hours per year).
- (j) 208 Hours of Vacation: From the two hundred seventy-seventh (277<sup>th</sup>) full month, to and including the two hundred eighty-eighth (288<sup>th</sup>) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of seventeen and thirty-four hundredths (17.34) hours per month of active employment, or the equivalent of up to two-hundred eight (208) hours per year (17.34 hours per month X 12 months = 208 hours per year).
- (l) 216 Hours of Vacation: From the two hundred eighty-ninth (289<sup>th</sup>) full month, to and including all subsequent full months of continuous employment, permanent employees shall accrue vacation leave at the rate of eighteen (18) hours per month of active employment, or the equivalent of up to two-hundred sixteen (216) hours per year (18 hours per month X 12 months = 216 hours per year).

15.04 Personal Day. Effective upon ratification and execution of the agreement between the parties and for the term of the agreement, employees in the bargaining unit shall be eligible to receive two (2) personal days in 2023, the dates designated by the employee.

The two personal days shall be compensated at the employee's regular pay rate at the time the personal days are taken and based upon the employee's regular work schedule. Eligibility and scheduling of the personal day shall be in accordance with Article 15.01 of the agreement. Any personal day not taken by an employee in the bargaining unit during 2023 of the agreement in accordance with the Port Payroll Calendar shall be forfeited. The two personal days must to be used in the year provided, 2023, and cannot be carried over to a subsequent year or to a successor collective bargaining agreement.

This provision will expire at the conclusion of the agreement on December 31, 2024, and will not be carried over to a successor agreement.

15.05 Payment for Vacation Leave at Termination. Upon termination of employment, regular permanent employees shall receive a lump sum payment in lieu of one hundred percent

(100%) of unused vacation leave, based on limitations stated above and as further limited by this Section.

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. Section 15.04 may be subject to modification to meet legal requirements in the event of further changes in State Law.

15.06 Scheduled to Work During Vacation. Employees who are called-in to work while on their scheduled vacation shall be placed on regular, straight-time pay status and compensated for a full day's pay, regardless of the time spent working. In addition, they shall have the vacation day restored which was lost due to being called into work.

15.07 Use For Family Emergency. In the event of a bona fide family emergency at the Chief's discretion, the Chief or his/her designee can permit an employee to take time off with vacation leave applied as compensation.

## **ARTICLE 16 – HOLIDAYS (TA)**

16.01 Rates of Accrual. All eligible employees shall receive a pool of one hundred and thirty ( 130) hours per year based upon eleven (11) recognized holidays and two (2) floating holidays and a four (4) day ten (10) hour schedule. Holiday hours will accrue on the basis of the eleven (11) recognized holidays listed in Article 16.02 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 two (2) floating holidays will accrue as ten (10) hours for the month of January and ten (10) hours for the month of July. Changes in the number of pooled holiday hours due a Commander resulting from separation from the Department, or for any other reason, shall be prorated.

16.02 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 eleven 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).

Two (2) additional holidays that are noted in Section 16.01 above are designated as floating holidays and are not tied to any of the traditional recognized Port of Seattle holidays provided in this section.

16.03 Use and Cash-out. Pooled holiday leave may be used once accrued in one (1) hour increments in the same manner and with the same restrictions as vacation time. Upon termination of employment, accrued, unused holiday hours shall be cashed out, subject to proration. During the year, employees may request pay for their unused pooled hours. No pooled hours will be carried over from year to year. Holiday cash-out (if requested by a Commander) will occur twice (2x) per year, in the last paycheck of June, for those holiday hours that have already accrued, and the first pay period in January of the following year for the remaining holiday hours that have accrued. Commanders who cash out their Holiday pool hours, then separate from the Department, shall be obligated to repay the value of the prorated Holiday pool hours from the date of separation to the end of the year, which the Port may deduct from the employee's final paycheck.

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 eleven (11) Port of Seattle recognized holidays. Compensation tied to holiday cash out for the two (2) floating holidays will not be reported to the Department of Retirement Services unless they are used.

16.04 Scheduled to Work During Paid Holiday. Employees who are called in to work while on their paid holiday shall be placed on regular, straight-time pay status and compensated for a full day's pay. In addition, they shall have the paid holiday restored which was lost due to being called into work.

## **ARTICLE 17 - COMPENSATION FOR MILEAGE, EXPENSES & TRAVEL TIME (CCL)**

17.01 Reimbursement for Reasonable Expenses; Procedure. The Parties recognize the federal and state audit requirements, and hereby agree to comply with the Port's accounting and procurement policies relating to, among other things, reimbursement of work-related mileage, reasonable out-of-pocket expenses, proof of expenditures, reporting and audit requirements, travel authorizations, and use of a Port credit card.

17.02 Normal Pay. An employee's normal salary shall apply as provided for in this Agreement in connection with travel assignments inside and outside of King County.



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

## **ARTICLE 18 - FALSE ARREST AND PROFESSIONAL LIABILITY (CCL)**

The Port shall continue to provide professional liability coverage, including false arrest coverage for Commanders when they are acting within the scope of their authority and duties as a Law Enforcement Officer for the Port of Seattle.

## **ARTICLE 19 - UNIFORMS AND EQUIPMENT**

19.01 Uniforms and Equipment Provided. The Port shall provide uniforms and equipment in accordance with requirements as established by the Chief.

19.02 Damage Reimbursement. Effective upon ratification and execution of the agreement, limited to four hundred dollars (\$ 400.00) for each incident, reasonable reimbursement shall be provided for repair or replacement of eyeglasses, watches, or hearing aids which may be broken, damaged or lost as a result of work related activities, where no employee negligence is involved. This benefit applies only in situations where the benefits are not covered under Teamsters Health and Welfare Plans or other benefits.

Decisions on claims for reimbursement shall be approved or disapproved and submitted to Accounting within fourteen (14) days of receipt.

19.03 Clothing Allowance. Effective upon ratification and execution of the agreement, the Port shall pay a clothing allowance of one-hundred dollars (\$100.00) per month to Commanders who are directed by the Chief to wear civilian clothes. TA

## **ARTICLE 20 – BENEFITS**

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

- (a) Washington State Public Employees Retirement System (PERS), or LEOFF as applicable. Effective upon ratification by Local 763 and approval by the Port Commission, for those Commanders ineligible to participate in either PERS or LEOFF, the Port shall contribute an additional amount equal to the employer's regular rate of contribution for PERS or LEOFF eligible employees into the Port's 401 (a) Plan referenced in Article 20.01 (c) below.

- (b) Unemployment compensation benefits under the Washington State Employment Security Act.
- (c) A retirement or savings plan in lieu of Social Security. Contributions of six and two-tenths percent (6.2%) of salary on behalf of all members of the bargaining unit, transmitted to the Plan each pay period, up to the annual maximum limits of social security plus any additional amounts received under Article 20.01 (a) above, if applicable, to the ICMA-RC 401(a) Plan.
- (d) Parking as currently provided limited to employees on duty status.
- (e) Locker room and lunchroom facilities.
- (f) Washington State Workers' Compensation.
- (g) Educational assistance for employees shall be subject to approval of the Chief. It is agreed that if funds are not available from other sources, such as special Federal or State programs, with the advance approval of the Chief, the Port shall provide reimbursement limited to job related educational curricula on the following basis:
  - (1) For employees engaged in continuing education at accredited institutions to obtain a college degree, fifty percent (50%) of tuition costs following one (1) calendar 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 (1) calendar year of continuous employment, for individual courses limited to job related subject matter and not in connection with course work for a college degree, one hundred percent (100%) reimbursement for tuition only. Reimbursement shall be provided after evidence of satisfactory completion. This applies to courses taken as a result of a request initiated by an employee. However, non-mandatory specialized police/fire training courses taken at the option of the employee shall result in reimbursement to the Port by the employee for actual expenses if the employee voluntarily resigns (for other than medical reasons) or retires in less than two (2) years after completion of the special training.
  - (3) For courses or seminars initiated for an individual employee at the direction of the Chief, reimbursement shall be provided for the entire costs of such instruction. Reimbursement shall include amounts to cover tuition, books, and miscellaneous instructional fees.

- (4) Such educational assistance shall be linked to a detailed Letter of Commitment, provided to the Department by the employee, that captures the employee's study and career goals.
- (h) Forty (40) hours training will be scheduled per year per employee.
- (i) As provided below in this paragraph, employees shall be eligible for participation in the Port of Seattle's Deferred Compensation Plan. Eligibility and participation of employees shall be subject to the terms and conditions of such plan including any plan amendments, revisions, or possible cancellation. It is further agreed that content of the plan itself, plan administration, and any determinations made under the plan shall not be subject to the Grievance Procedure (Article 29) or to any other provisions of this Agreement or to negotiation by the Union.
- (j) Department Vehicle. For the duration of this Agreement, the Port shall provide each Commander the use of a take-home departmental vehicle. If any Commander resides more than forty five (45) miles from the Department, the Commander may not commute in his/her department vehicle beyond the forty five (45) mile boundary. The Police Chief may make an exception based on operational or Department need. Decisions to grant or deny an exception shall not be subject to the grievance process.
- (k) Pacific Coast Benefit Plan. Effective January 1, 2022, the Employer's contribution shall be one dollar and thirty-five cents (\$1.35) per hour compensated.
- Effective upon ratification and execution of the agreement, this amount shall increase to one dollar and forty-cents (\$1.40) per hour compensated.
- (l) Shared Leave as defined in Section 23.05.
- (m) Retirement Firearm and Box. Upon retirement from the Port of Seattle Police Department, the retiring Commander with at least five (5) years of service will be provided the following as compensation for prior service:
1. The Commander's assigned service weapon; and
  2. A display box suitable to display the service weapon.
- (n) 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.

## **ARTICLE 21 - LEAVE WITHOUT PAY (TA)**

21.01 Eligibility; Procedure. After one (1) calendar year's service an employee shall be eligible for a leave of absence without pay not to exceed six (6) weeks. At the discretion and with the approval of the Chief, on an exception basis, leaves may be extended not to exceed one (1) calendar year. Requests for such leaves shall be submitted in writing to the Chief for approval thirty (30) days in advance of the leave time period. In emergency situations, the notification may be waived at the option of the Chief.

21.02 Considerations. 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.

21.03 Extensions. In the event of special conditions, such as family emergencies or educational programs, leaves of absence may be extended beyond six (6) weeks with the approval of the chief and/or Port's Executive Department. An employee shall suffer no loss of seniority for time spent on approved leave of absence of six (6) weeks or less. For time in excess of six (6) weeks, the Employee shall retain his/her original seniority date, but shall not accumulate any seniority for time off work in excess of six (6) weeks.

21.04 Not For Alternate Employment. 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.

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

**21.06 Washington Paid Family And Medical Leave:** 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 Union ratification of the Agreement, the Port will pay the employee portion of the premium associated with this provision.

## **ARTICLE 22 - RE-EMPLOYMENT RIGHTS (CCL)**

22.01 Hiring Preference. An employee who was not on probation, and who was in good standing at the time of voluntary separation (excluding retirement) from the Port of Seattle Police Department shall have hiring preference over any other applicant for employment (but excluding employees on layoff roster) if application is made within one (1) calendar year from the date of separation from the Department.

22.02 Eligibility. To receive hiring preference, the application is subject to the following requirements:

- (a) The application request must be for the classification that the employee held at the time of voluntary separation; and
- (b) An opening for that classification does not have to exist at the time of request, but if no job opening is available at the time of application, the application will still be given preference for any job opening that occurs within one (1) calendar year from the date of application; and
- (c) The ultimate determination of whether the employee will be rehired will be made by the Department; and
- (d) The Department may require any investigation it deems necessary before the application is approved for reinstatement; and
- (e) At the discretion of the Chief, a background investigation, polygraph examination, and medical examination may be conducted for a period of absence of less than ninety (90) days. After ninety (90) days, the background investigation, polygraph examination, and a medical will be mandatory. A drug screen test will be administered regardless of the time away from the Department.

22.03 Reinstatement of Seniority. The seniority date of any Commander re-employed pursuant to this Article shall be his or her original date of hire, provided that no seniority shall accumulate for those periods that the Commander was not a bargaining unit employee.

## **ARTICLE 23 - SICK LEAVE (CCL)**

23.01 Rate of Accrual. Regular permanent full-time employees shall accrue at the rate of .0462 hours for each straight time hour compensated (.0462 x 2080 = 96 annual hours per year), up to eight (8) hours per month, not to exceed ninety-six (96) hours in any calendar year (8 hours per month X 12 months = 96 hours per year). Such sick leave shall be based on a pro rata share of time worked on a full-time work schedule. Regular permanent part-time employees shall accrue pro-rata sick leave based on time worked on less than full-time schedules.

Sick leave is accrued from the first (1<sup>st</sup>) 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 23.02 of this Article.

23.02 Use of Sick Leave. Sick leave will be used only in instances of non-job related employee or dependent illness or injury and as provided by law. 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. Family medical and care 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 advance notice of how the Port intends to comply, and when and if there are any changes to the Union.

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

23.03 No Combined Effect. 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.

23.04 Accumulation of Sick Leave. Sick leave may be accumulated up to nine hundred sixty (960) hours for permanent employees. Upon termination or retirement following five (5) continuous years of active employment in a permanent position with the Port, qualified employees shall be compensated for fifty percent (50%) of their unused sick leave (within the 960 hour limit) at the rate of pay at termination. The fifty percent (50%) accumulated sick leave payoff is payable to the employee's spouse or other designated beneficiary in the event of an employee's death. One hundred percent (100%) of an employee's accumulated sick leave (within the 960-hour limit) is payable to the employee's spouse or other designated beneficiary in the event of an employee's death in the line of duty.

23.05 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 Employer, and the availability of shared leave from other employees. The Employer'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 sick leave for purposes of this program.

23.06 Attendance Incentive.

- (a) Two hundred and fifty dollars (\$250.00) for any employee who has completed one (1) 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) Military Leave
  - (5) Jury Duty
  - (6) Subpoenaed Witness Service on a Port-related case
  - (7) Compensatory Time Off
- (c) The Police Department time entry system and payroll hours will be used to determine eligibility.

## **ARTICLE 24 - LONG TERM DISABILITY (CCL)**

24.01 Eligibility. Commanders are covered for Long Term Disability insurance on the first (1<sup>st</sup>) day of active employment following six (6) continuous months of employment. Subject to qualified disability, the employee will receive sixty percent (60%) of covered monthly

earnings less income from other sources. Benefits for Police Command Staff begin after an elimination period of forty-five (45) days for a non-occupational disability and one hundred eighty (180) days for an occupational disability. Benefits continue during qualified disability, but not past the employee's sixty-fifth (65<sup>th</sup>) birthday or ADEA extension. The maximum benefit is three thousand five hundred dollars (\$3,500.00) with a three percent (3%) cost-of-living net benefit adjuster. The policy contains a three (3) to six (6) month pre-existing condition limitation and certain exclusions and limitations for benefit payment.

This is a brief informational description of the Long Term Disability plan. For additional details, consult the Certificate of Insurance or the group master policy which contains the controlling coverage provisions.

24.02 Supplemental Coverage. The Port hereby agrees to the following coverage for Police Commanders only, limited to bona fide duty disability:

- (a) For the first (1<sup>st</sup>) six (6) months of a duty disability, the Port shall supplement amounts paid by certain offsets to a level equal to the base pay rate of the disabled Commander. Such benefit program offsets include but are not limited to state, federal, or other disability programs to which the Port has contributed such as the Public Employees' Retirement System, the Federal Social Security System, the Washington State Department of Labor and Industries programs (e.g. Workers' Compensation, Pension, and lump sum disability awards), and the Long Term Disability Coverage provided under Article 24 of this Agreement.
- (b) In addition, the insurance premiums paid by the Port for insurance programs covered in this Agreement shall continue on behalf of a Commander for the first (1<sup>st</sup>) six (6) months of a duty disability.
- (c) This coverage is also in compliance with RCW 41.04.510.
- (d) If a Commander becomes disabled as a result of duty-disability, the Officer will have his/her job rights protected for two (2) years from the date of the disability as defined below in Sections 24.03 and 24.04.

24.03 Light Duty. The Port may require Commanders receiving a disability leave supplement to work light duty, consistent with RCW 41.04.520 and other applicable law. If a Commander is unable to perform his/her duty assignment by reason of an illness or injury unrelated to the duty disability injury or condition, the Commander is required to use accrued sick leave.

24.04 Return to Work. If a Police Commander becomes disabled as a result of duty-disability, the Commander will have his/her job rights protected for two (2) years from the date of the disability provided the Commander is released to return to work and can perform all the job requirements of a Police Commander. In the event the member of the Command Staff is not able to perform the job requirements of a Police Commander, the Port will make a good



faith effort to find other suitable jobs within the Port for which the employee is qualified. In no event will jobs be created or modified specifically for that purpose. This understanding is predicated on a good faith application by the Parties involved.

## **ARTICLE 25 - TEAMSTERS HEALTH AND WELFARE PROGRAMS**

25.01 Effective January 1, 2022 (based on December 2021 hours), and each month thereafter during the period this Collective Bargaining 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 \$ 1,525.80 per month for benefits under the "PLAN A" (Price includes an addition of \$11.40 for the additional 9 month waiver, from the base price of the plan and \$18.00 for domestic partner coverage).
- b. Dental - Contribute the sum of \$ 122.50 per month for benefits under the "PLAN A." (Price includes an addition of \$2.20 for domestic partner coverage)
- c. Vision - Contribute the sum of \$17.30 per month for continued benefits under the "EXTENDED BENEFITS." (Price includes an addition of \$.20 for domestic partner coverage)
- d. Life Insurance - The Port agrees to provide life insurance in an amount which insures each eligible employee shall be covered for an amount of life insurance equal to forty percent (40%) of his/her total annualized pay rate, based upon the employee's classification.

25.02 Maintenance of Plans. The Trustees may modify benefits or eligibility of any plan for the purposes of cost containment, cost management, or changes in medical technology and treatment. If increases are necessary to maintain the current benefits or eligibility, or benefits or eligibility as may be modified by the Trustees during the life of the Agreement, the Port shall pay such premium increases as determined by the Trustees.

Effective January 1, 2019, each employee shall contribute \$75.00 per month toward the monthly premium costs in 25.01. The Employer shall pay the remaining costs of the monthly premiums.

Effective January 1, 2021, each employee shall contribute \$125 per month toward the monthly premium costs in Article 25.01.

Effective January 1, 2024, each employee shall contribute \$150 per month toward the monthly premium costs in Article 25.01.

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

25.04 Retirees Welfare Trust. Contribute the following for benefits under the "RWT-PLUS PLAN," and the Port shall continue to reduce the wages of each member of the Bargaining Unit by an amount equal to one-half (½) of the monthly premium per member:

Effective January 1, 2019	\$94.85
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Effective January 1, 2020, members of the bargaining group will be eligible to enroll in the Teamsters Retiree Welfare Trust Plus 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 Plus XL plan. The balance of the monthly premium rate will be paid by members of the bargaining group through monthly payroll deduction. The Port will be absolved from any liability associated with this Teamsters Retiree Welfare Trust plan.

## **ARTICLE 26 - PERFORMANCE OF DUTY, STRIKES, AND LOCKOUTS (CCL)**

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

26.02 No Lockouts. The Port agrees that there shall be no lockouts.

26.03 Effect. The conditions stated in Sections 26.01 and 26.02 of this Article shall remain in effect with or without a signed Labor Agreement.

26.04 Resolution; Expedited Arbitration. If a party is alleged to have violated this Article, the Parties agree to submit the alleged violation of this Article to expedited binding arbitration.

## **ARTICLE 27 - SAVINGS CLAUSE (CCL)**

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 28 - ENTIRE AGREEMENT (CCL)**

28.01 Entire Agreement; No Oral Modifications. 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.

28.02 Opportunity to Bargain. 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 29 - GRIEVANCE PROCEDURE (TA)**

29.01 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.

29.02 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.

29.03 Election of Forum. A Commander 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.

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

29.05 Grievance Procedure.

## STEP I

The affected employee, or Union's Business Representative shall present the grievance in writing to the office of the Chief of Police. If the supervisor or supervisor's designee and the grievant are unable to arrive at a satisfactory settlement, the supervisor (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 supervisor's response, or if the supervisor's response is untimely, within ten (10) days of the date when the supervisor's response was due.

## STEP II

Initiation of Step 2. The Union's Business Representative shall present the grievance in writing to the Chief 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) Commander, the Union may elect to file a grievance at Step 2 without the need for individual Commanders to file a grievance at Step 1. The twenty (20) day time limit referenced in Section 29.02, 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, or if the Department's response is untimely, 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 the 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. For all arbitrations involving disciplinary actions, discharges, or terminations, the arbitration selection procedure shall be as established by RCW 41.58.070. For all other arbitrations, 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. 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 (1<sup>st</sup>) initiative through a coin flip.

The Hearing. The hearing on the grievance shall be informal and the rules of evidence shall not apply. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented; and shall confine his/her decision solely to the interpretation, application, or enforcement of this Agreement. The arbitrator shall confine himself/herself to the precise issue(s) submitted 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, witness compensation, and transcript requests.

### **ARTICLE 30 - APPENDICES INCORPORATED INTO AGREEMENT (CCL)**

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

1. Appendix A – Pay Rates
2. Appendix B – Police Officers’ Bill of Rights
3. Appendix C – Drug/Alcohol Testing

### **ARTICLE 31 – CONFERENCE BOARD (CCL)**

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

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

31.02 Requests; Discussion. The Conference Board shall meet at the request of the Union or the Port and shall consider and discuss matters of mutual concern pertaining to the improvement of the Department and the safety and welfare of the employees. These matters may include issues of development, committee membership, special team/unit assignments, testing, et cetera.

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

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

31.05 Answer(s). The Conference Board shall provide an answer to those issues/questions brought before it within a mutually agreed upon time.

**ARTICLE 32 - TERM OF AGREEMENT: JANUARY 1, 2022 TO DECEMBER 31, 2024.**

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

All other conditions shall be effective on the date the Agreement is signed or as otherwise identified in this Agreement. All provisions of this Agreement shall extend from the effective date to December 31, 2024. The Agreement may be opened to negotiate a successor Agreement 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. 763/IBT**

\_\_\_\_\_  
**STEPHEN P. METRUCK**  
**Executive DIRECTOR**

\_\_\_\_\_  
**SCOTT A. SULLIVAN**  
**Secretary-Treasurer**

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**Date**

---

**Date**

**APPENDIX A**  
**PAY RATES**

1. **PAY SCHEDULE.**

A. **BASE WAGE**

**1/1/ 2022**  
**Base Monthly Salary Rate**

Commander	\$ 14,166.53
	(\$ 81.73 per hour x 2080 hours / 12 months)

All base wage rates shall be rounded to the nearest whole cent.

(The above rate is based upon a 9.0% increase.

Effective January 1, 2022, the base monthly salary rate will be increased by nine percent (9.0%).

Effective January 1, 2023, the base monthly salary rate will be increased by an amount equal to 100% of the Seattle/Tacoma/ Bellevue CPI-U October 2021 -October 2022 with a 0% minimum and a 6% maximum.

Members of the bargaining group will also receive an additional one percent (1.0%) increase above COLA.

Effective January 1, 2024, the base monthly salary rate will be increased by an amount equal to 100% of the Seattle/Tacoma/ Bellevue CPI-U October 2022 -October 2023 with a 0% minimum and a 6% maximum.

Members of the bargaining group will also receive an additional two percent (2.0%) increase above COLA.

B. **Salary Compression.**



The base salary for Commanders (as listed above) shall be maintained at a level, which is at least twenty percent (20%) above the base rate of pay for the Port Police Sergeant "A" Classification.

Effective January 1, 2022, the salary compression shall be increased to twenty-five percent (25%) above the base rate of pay for Port Police Sergeant "A" Classification.

## **2 OTHER PAY CONSIDERATIONS.**

A. Longevity Pay. Base pay for Commanders shall be increased by the following longevity premium schedule based upon date of hire:

1. Two percent (2%) Longevity Premium: From the start of the sixty-first (61<sup>st</sup>) full month to and including the one hundred and twentieth (120<sup>th</sup>) full month of continuous employment, permanent employees shall be paid a longevity premium of two percent (2%).
2. Five percent (5%) Longevity Premium: From the start of the one hundred twenty-first (121<sup>st</sup>) full month to and including the one hundred and eightieth (180<sup>th</sup>) full month of continuous employment, permanent employees shall be paid a longevity premium of five percent (5%).
3. Seven percent (7%) Longevity Pay: From the start of the one hundred eighty-first (181<sup>st</sup>) full month to and including the two hundred and fortieth (240<sup>th</sup>) full month of continuous employment, permanent employees shall be paid a longevity premium of seven percent (7%).
4. Nine percent (9%) Longevity Pay: From the start of the two hundred and forty-first (241<sup>st</sup>) full month to and including the two hundred and sixty-fourth (264<sup>th</sup>) full month of continuous employment, permanent employees shall be paid a longevity premium of nine percent (9%).
5. Eleven percent (11%) Longevity Premium. From the start of the two hundred and sixty-fifth (265<sup>th</sup>) full months of continuous employment and beyond, permanent employees shall be paid a longevity premium of eleven percent (11%).

B. Educational Incentive. Base pay for Commanders shall be increased by the following educational incentive schedule:

<u>Percent of Base Rate</u>	<u>Degree</u>
2%	Associate of Arts Degree
4%	Bachelor's Degree

6%

Advanced Degrees (e.g. MA, MBA, JD)

- C. Mandatory Direct Deposit. As a condition of continued employment, all employees are required to participate in the Port's direct deposit program for payroll purposes.
- D. Payroll Periods/Payroll Errors. All employees covered by this Agreement will receive bi-weekly pay. In no case shall the Port hold back more than fourteen (14) days pay. No deductions shall be made from paychecks without written consent of the employee, except as provided by federal, state, or municipal law. The Port agrees that if there is a payroll error resulting in an employee being owed one hundred dollars (\$100.00) or greater, in gross pay, the Port shall make payment to the employee in the form of a separate check given to the employee within two (2) regular work days. If there is a payroll error resulting in the employee being owed less than one hundred dollars (\$100.00), in gross pay, or if there is a payroll error resulting in an employee being owed any amount of excess compensation, the Port will include the pay correction on the employee's next regular paycheck.
- E. Physical Ability Incentive Pay. Effective upon ratification by Local 763 and approval by the Port Commission, Commanders shall be eligible to demonstrate physical ability and receive an incentive as follows:

Annually, the Criminal Justice Training Commission (CJTC), or other mutually agreed to third party, shall administer the CJTC standard Physical Abilities Test (PAT) to bargaining unit participants. Those Commanders who pass at the minimum fitness standards established by the CJTC shall qualify for a one percent (1%) premium above the Commanders base rate of pay for the following year.

#### Body Worn Cameras (BWC)

New Section: The parties agree to meet as soon as practicable to discuss Body Worn Cameras. BWC may be implemented on or after June 1, 2023, unless an earlier agreement is reached. If necessary, parties will continue bargaining effects in an expedited manner.



HR 34 PORT PROPOSAL as part of Sergeants Package Proposal

MEMORANDUM OF UNDERSTANDING

By and between  
PORT OF SEATTLE

And  
TEAMSTERS LOCAL UNION NO. 763

Affiliated with the International Brotherhood of Teamsters  
Representing Police Commanders

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**Re: Port of Seattle COVID-19 Vaccination Policy Impacts Bargaining**

The following Memorandum of Understanding (“MOU”) is entered between the Port of Seattle (“Port”) and the Teamsters Local Union No. 763 regarding the Port of Seattle’s COVID-19 Vaccination Policy as it applies Police Commanders. This MOU is intended to resolve bargaining over impacts of the Port’s COVID-19 Vaccination Policy (HR-34) only.

- 1) All bargaining unit employees who verified proof of being vaccinated (as of November 15, 2021) (having received two doses of Moderna or Pfizer or one dose of the Johnson and Johnson vaccine by November 15, 2021) **shall receive one (1) personal day effective January 1, 2024 on a one time non-precedent setting basis. The personal day will have to be used in 2024 in accordance with the Port Payroll Calendar and not carried over to a subsequent year.**
- 2) Employees who resigned due to the Vaccine Policy or who were separated for failure to comply will be placed on a rehire list until December 27, 2022 and will, upon request, be allowed to bypass the written examination and interview process and apply to their previous position, if the position remains available and funded, if the employee has been fully vaccinated (per current HR-34 policy) and if the employee meets the qualifications of the position. If two or more employees who are on the list express an interest for an open position in the Department in which they were previously assigned, the employee with the most service time within that Department will be selected for the position.
- 3) If an employee separated pursuant to Section 2 above returns to employment within one year of separation, their seniority date shall be their original date of hire adjusted for the time period of their separation.
- 4) Limitation of Booster Requirement: The Union reserves the right to challenge any future requirement that employees covered by this agreement are required to get booster shots as a condition of employment. The Port will communicate to Local 117 any booster requirement as a condition of employment a minimum of 45 days prior to the Port’s desire to implement.

- 5) The Union retains all rights under the collective bargaining agreement to file a grievance on behalf of any represented employee who is separated from employment or denied an exemption and/or accommodation based upon an alleged violation of the collective bargaining agreement.
- 6) The Union reserves its right to challenge the reasonableness of HR-34 in any grievance procedure.
- 7) The Parties do not concede their positions regarding decisional bargaining obligations with respect to the vaccine mandate and retain the right to challenge the same. This agreement will be void if any legal governing body finds that the Port has a decisional bargaining obligation with regard to the Port's vaccine mandate.
- 8) This MOU is entered between the parties on a one-time, non-precedent-setting basis, specific to the circumstances presented herein.
- 9) This Memorandum of Understanding is effective upon signing.

**PORT OF SEATTLE**

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**STEPHEN P. METRUCK**  
Executive Director

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Date

**TEAMSTERS LOCAL NO. 117**

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**CHAD BAKER**  
Secretary-Treasurer

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**APPENDIX B**  
**POLICE OFFICERS' BILL OF RIGHTS**

All employees within the bargaining unit shall be entitled to protection of what shall hereafter be termed as the "Police Officers' Bill of Rights" which shall be added to the present Rules and Regulations of the Port Police Department. The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Of these contacts come many questions concerning the actions of members of the force. These questions often require immediate investigation by superior Officers designated by the Chief. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated:

- A. The Police Commanders covered by this Agreement do not waive, nor will they be deprived of, any of their Constitutional or Civil Rights guaranteed by the Federal and State Constitution and Laws, afforded a citizen of the United States.
- B. The following procedures shall apply to all administrative (i.e., non-criminal) investigations of misconduct, which if proved could reasonably lead to a suspension without pay or termination for that Officer. In such cases, the employee shall be informed in writing of the nature of the investigation and whether the employee is a witness or subject of the investigation.

If an employee is a subject of the investigation, prior to an investigative interview the Port shall provide the employee with that information necessary to reasonably apprise the employee of the allegations of such complaint. Except in unusual situations, this information shall include the name of the complaining party. The above applies in cases of misconduct, and violations of Department rules and regulations. When the Internal Investigation Section is assigned to investigate non-criminal cases, the accused shall be notified within five (5) working days.

- C. Any interrogation of an employee shall be at a reasonable hour.

- D. The interrogation (which shall not violate the employee's constitutional rights) shall take place at a Port of Seattle Police station facility, except when impractical. The employee shall be afforded an opportunity and facilities to contact and consult privately with an attorney of the employee's own choosing and/or representative of the Union before being interrogated.

An attorney of the employee's own choosing and/or a representative of the Union may be present during the interrogation, but may not participate in the interrogation except to counsel the employee.

- E. The questioning shall not be overly long and the employee shall be entitled to such reasonable intermissions as he/she shall request for personal necessities, meals, telephone calls, and rest periods.
- F. The employee shall not be subjected to any offensive language, nor shall he/she be threatened with dismissal, transfer, or other disciplinary punishment as a guise to attempt to obtain his/her resignation, nor shall he/she be intimidated in any other manner. No promises or awards shall be made as an inducement to answer questions.
- G. The Port will comply with any applicable state or federal restrictions that prohibit the use of a lie detector or similar tests as a condition of continued employment.
- H. An employee shall be permitted to read any material affecting his/her employment before such material is placed in the employee's personnel file, and an employee shall be allowed to rebut in writing material placed in his/her personnel file. Such written rebuttal shall also be included in the employee's personnel file.
- I. A Commander may make a request to the Office of the Chief to review material that references the Commander, contained in the Blue Team / IA Pro. The Commander will be allowed access to review such materials unless they are part of an active investigation or otherwise protected from disclosure by law.
- J. The Police Department will notify a Commander prior to providing written materials to the prosecutor's office regarding an internal investigation unless to do so would jeopardize an on-going criminal investigation.

- K. As a Department locker is assigned to an Commander, who places his/her lock on such locker, locker search without notice may not be conducted without the permission of the Officer or without a search warrant, provided, however, with twenty-four (24) hour notice to the Officer involved, a locker inspection may be conducted by the Chief or the Chief's designee. Such an inspection may be conducted by order of the Chief without the requirement of employee's permission and without a search warrant. The employee shall have the right to be present during such locker inspection.
- L. Commanders will have an opportunity to sign complaints of misconduct or resulting findings of such complaints before such material is entered into their personnel files. The Commander's signature constitutes acknowledgment that he/she has seen the material prior to its filing.
- M. All case documentation shall remain confidential within the Internal Investigation Section and to the Chief. Only cases which are classified as sustained shall be forwarded to the Department Administrative file as well as a conclusion of findings to Human Resources and Development for inclusion in the employee's personnel records.
- N. There shall be a separate confidential Internal Investigation Section file for unfounded cases. Such unfounded case file may be opened for legitimate "need to know" reasons with the approval of the Chief and/or Deputy Chief. Such approval will be documented.
- O. The Police Department will maintain in a secure location a personnel file for each bargaining unit employee. Every person who signs out a file must complete the Personnel File Access Form contained in the file. The form will include a place for the name of the person signing out the file, the purpose, and the dates the file was signed out and returned.
- P. If for any reason an employee's personnel file or an internal affairs case in which the employee is identified as a subject is requested pursuant to the Washington State Public Records Act, RCW 42.56, the Department will provide to the affected employee(s) timely notice and a complete copy of the request.



**APPENDIX C**  
**DRUG/ALCOHOL TESTING**

PREAMBLE

While abuse of alcohol and drugs among our members is the exception rather than the rule, the Teamsters Local 763 Police Commanders' Negotiating Committee shares the concern expressed by many over the growth of substance abuse in American society.

The drug/alcohol 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 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/Alcohol Testing. Before an employee may be tested for drugs or alcohol based on a reasonable suspicion, the Port shall meet the following prerequisites.
  - 1. The Port shall inform employees in the bargaining unit what drugs or substances are prohibited.
  - 2. The Port must provide in-service training containing an educational program aimed at heightening the awareness of drug and alcohol related problems.
  - 3. The Port and the Union shall jointly select the laboratory or laboratories which will perform the testing.
  - 4. The Chief or Deputy Chief shall be the Police Department representatives to authorize or to approve a drug/alcohol test.
  - 5. The Officer authorizing or approving a drug or alcohol test under this Appendix C shall provide a written report to the Chief, 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 Officer.
- C. The Department shall also have the discretion to order any entry level probationary sworn employee to submit to a blood, breath, or urine test for the purposes of determining the presence of a narcotic, drug, or alcohol a minimum of two (2) times during such employee's entry level probationary period. These tests will be conducted in the following manner:
1. Tests will be administered to each entry level probationary employee a minimum of two (2) times, at various intervals, during the probationary period.
  2. Entry level probationary employees shall only be tested while on duty.
  3. The providing of a urine sample will be done in private.
  4. Obtaining of urine samples shall be conducted in a professional and dignified manner.
  5. A portion of urine samples shall be preserved to permit the following:
    - a. Positive samples shall be tested utilizing a gas chromatography/mass spectrometry (GC/MS) test.
    - b. A third (3<sup>rd</sup>) 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 GC/MS. If at any time there exists a test with a higher rate of reliability than the GC/MS test, and if such test is reasonably accessible at a reasonable cost, such test shall be used in place of the GC/MS test if requested by the Union.
5. All samples which test negative on either the initial test or the GC/MS confirmation test shall be reported only as negative. Only samples which test positive on both the initial test and the GC/MS confirmation test shall be reported as positive.
6. In reporting a positive test result, the laboratory shall state the specific substance(s) for which the test is positive and shall provide the quantitative results of both the screening and the GC/MS confirmation tests, in terms of nanograms per milliliter. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate.

E. Procedures to be used when the sample is given. The following procedures shall be used whenever an employee is requested to give a blood or urine sample. Normally, the sample will be taken at the laboratory. If taken at another location, transportation procedures as identified shall be followed. All sample taking will be done under laboratory conditions and standards as provided by the selected laboratory:

1. Prior to testing, or if incapacitated as soon as possible afterwards, the employee will be required to list all drugs currently being used by the employee on a form to be supplied by the Port. The Employer may require the employee to provide evidence that a prescription medication has been lawfully prescribed by a physician. If an employee is taking a prescription or non-prescription medication in the appropriate described manner and

has noted such use, as provided above, he/she will not be disciplined. Medications prescribed for another individual, not the employee, shall be considered to be illegally used and subject the employee to discipline.

2. When a blood test is required, the blood sample shall be taken promptly with as little delay as possible. Immediately after the samples are drawn, the individual test tubes shall, in the presence of the employee, be sealed, labeled and then initialed by the employee. The employee has an obligation to identify each sample and initial same. If the sample is taken at a location other than the testing laboratory, it shall be placed in a transportation container after being drawn. The sample shall be sealed in the employee's presence and the employee given an opportunity to initial or sign the container. The container shall be stored in a secure and refrigerated atmosphere, and shall be delivered to the laboratory that day or the soonest normal business day by the fastest available method.
3. In testing blood samples, the testing laboratory will analyze blood/serum by using GC/MS as appropriate. Where Schedule I and II drugs in blood are detected, the laboratory is to report a positive test based on a forensically acceptable positive quantum of proof. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate.
4. When a urine sample will be given by the employee, the employee shall be entitled, upon request, to give the sample in privacy. In most cases, this process will take place at laboratory. The sample container shall remain in full view of the employee until transferred to, and sealed and initialed in the two (2) tamper resistant containers and transportation pouch.
5. Immediately after the sample has been given, it will be divided into two (2) equal parts. Each of the two (2) portions of the sample will be separately sealed and labeled. If the sample is taken at a location other than the laboratory, it shall be stored in a secure and refrigerated atmosphere. One (1) of the samples will then be delivered to a testing laboratory that day or the soonest normal business day by the fastest available method.
6. The sample will first be tested using the screening procedure set forth in Section (D) (3) of this appendix. If the sample tests are positive for any prohibited drug, the confirmatory test specified in Section (D) (4) of the appendix will be employed.
7. If the confirmatory test is positive for the presence of an illegal drug, the employee will be notified of the positive results within twenty-four (24) hours after the Port learns of the results, and will be provided with copies

of all documents pertinent to the test sent to or from the Port by the laboratory. The employee will then have the option of submitting the untested sample to a laboratory of mutual choice, at the Port's expense.

8. Each step in the collecting and processing of the urine samples shall be documented to establish procedural integrity and a chain of evidence. All samples deemed "positive" by the laboratory, according to the prescribed guidelines, must be retained, for identification purposes, at the laboratory for a period of six (6) months.

F. Consequences of Positive Test Results.

1. An employee who tests positive shall have the right to challenge the accuracy of the test results before any disciplinary procedures are invoked as specified in Section (F) (2) below.
2. Consistent with the conditions of the appendix, the Employer may take disciplinary action based on the test results as follows:

Confirmed positive test – Employee is subject to discharge.

G. Employee Rights.

1. The employee shall have the right to a Union representative during any part of the drug testing process.
2. If at any point the results of the testing procedures specified in the appendix are negative, all further testing shall be discontinued. The employee will be provided a copy of the results, and all other copies of the results (including the original) shall be destroyed within twenty-four (24) hours after the test results have been received by the Employer. All positive test results will be kept confidential, and will be available only to the Chief, one 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.



**COMMISSION  
AGENDA MEMORANDUM**

**Item No.** 10a

**ACTION ITEM**

**Date of Meeting** May 23, 2023

**DATE :** May 16, 2023

**TO:** Stephen P. Metruck, Executive Director

**FROM:** Stephanie Meyn, Climate Program Manager, Aviation Environment & Sustainability  
Sarah Cox, Director, Aviation Environment & Sustainability  
Sandra Kilroy, Senior Director, Environment & Sustainability

**SUBJECT: Sustainable Aviation Fuel Emission Attributes Pilot Purchase Program**

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

**Total estimated project cost:** \$1,000,000

**ACTION REQUESTED**

Request Commission authorization for the Executive Director to execute contracts with eligible airlines for air pollution emission reductions from qualifying sustainable aviation fuel (SAF) fueled and used at Seattle-Tacoma International Airport as part of a pilot project, not to exceed a total cost of \$1,000,000.

**EXECUTIVE SUMMARY**

The intent of this pilot project is to provide SEA an opportunity to gain experience in new and emerging markets pertaining to SAF and to explore the benefits and hurdles to the availability of SAF for use at the airport, while also offering direct air pollution reduction benefits to SEA, the traveling public, airline partners and surrounding communities. The Port has determined that SAF will play an increasingly key role in aeronautical operations at SEA and seeks to further investigate the logistical and development requirements for expanding the availability of SAF at the airport, and to better understand the economic opportunities in SAF markets, including the environmental attribute markets.

This will be the first project in the world to contractually convey and monetize the air pollution or non-greenhouse-gas related reduction benefits of using SAF. The pilot project is for the air pollution reduction benefits of up to 1 million gallons of SAF fueled at SEA. The airport has worked with supply contractors including Boeing's existing fuel supplier to make additional SAF available for purchase to airlines at SEA in 2023.

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In 2017, the Port commissioned a report by Carbon War Room (a division of Rocky Mountain Institute) and SkyNRG to evaluate innovative approaches to support sustainable aviation fuel (SAF). The report analyzed the concept of purchasing the environmental benefits or “environmental attributes” of SAF, rather than a direct fuel purchase. The environmental benefits of SAF include reducing lifecycle greenhouse gas emissions by ~80%, as well as other air pollutants including ultrafine particulate by 80% and sulfur emissions by 90%. This pilot project is a response to that research effort after significant program development and our learned experience purchasing other environmental attributes (e.g. those from renewable natural gas).

Under this pilot, SEA intends to purchase 100% of the air pollution (otherwise known as “non-CO<sub>2</sub>”) reduction attributes of higher-blend (minimum 10%) SAF fueled at this airport.

While the exact cost per cumulative ton of total pollutant reductions is yet to be finalized, the cap or ceiling of this budget request is the equivalent of no more than \$1 per neat (or pure unblended) gallon of SAF.

### **JUSTIFICATION**

It is widely accepted that U.S. airports play and will continue to play a key role in transitioning air carriers to SAF to reduce the environmental impacts of the aviation industry, and the Port has long identified SAF as a central environmental priority. Relatedly, the Port has determined that the supply chain and availability of SAF at its airport will be a key operational consideration for both SEA and its partner air carriers over the coming decades.

It is in the proprietary interest of SEA to ensure that airport staff and Port policymakers have direct knowledge and experience in terms of the availability and barriers to use of SAF at SEA, and also the environmental attributes associated with the use of SAF and the potential for leveraging such environmental attributes for both potential monetization and also for use as regulatory offsets in connection with airport operations. The SAF Pilot Program offers a direct opportunity for SEA staff and Port policymakers to investigate and gain valuable insights as to developing SAF environmental attribute markets, as well as the Port’s potential participation in those markets, and to take affirmative steps to prepare the airport for what is anticipated to be a growing need for the use of SAF in the aviation industry.

Moreover, this project meets the Port’s Century Agenda Goals to reduce air pollution and Scope 3 emissions by 2030 and 2050. If the goal of one million neat gallons of SAF is met, this project will reduce Scope 3 emissions by 9,750 metric tons. The largest contributor to Scope 3 emissions at the airport is aircraft emissions, and currently the only available strategy to reduce this category of emissions in any significant way is through the use of SAF.

The experience and knowledge gained through implementation of the SAF Pilot Program also aligns with the United States 2021 Aviation Climate Action Plan, and in particular the United States Department of Transportation (and Energy and Agriculture)’s SAF Grand Challenge,

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which provides incentives to a wide variety of stakeholders, including airports, to develop technology and infrastructure to support the use of SAF. With the lessons learned through this SAF Pilot Program, SEA will be better positioned to support these development goals.

More broadly, the Washington state legislature has recently enacted numerous state laws underscoring the importance of state and local government participation in the effort to prevent/mitigate the adverse impacts of climate change and more specifically the adverse environmental impacts of government activities, including within the transportation sector. In response to these legislative initiatives, the Port has a fundamental governmental responsibility to participate in efforts in Washington to address these issues, including through promotion of the use and availability of SAF at SEA, the state’s largest airport.

On December 19, 2017, the Port adopted a motion to develop a comprehensive SAF strategy that includes the goal to have 10% SAF at SEA by 2028. This pilot project, which mandates a minimum 10% SAF blend, supports making progress on achieving this goal.

Additionally, in response to that motion, the Airline-Airport MOU group at SEA presented the SAF Strategic Plan for adoption in July 2018 that includes Strategy 3, Airport Purchase of SAF Co-Benefits. This pilot project is a product of that original concept.

### **DETAILS**

Like most large airports in the United States, SEA is well-aware of the key role SAF plays and will continue to play in the commercial aviation industry and the need in the coming years to assist in supporting the availability and use of SAF at the airport. Into the foreseeable future, operations at SEA will be directly impacted by the use and availability of SAF for its airline partners. Further, given the importance of SAF and similar alternative fuels, the Port believes airports will need to be key players in understanding, developing and utilizing environmental attributes associated with SAF.

Beyond the direct benefit of providing primary energy or propulsion, clean fuels such as SAF also create other positive externalities through their production and consumption. For example, SAF reduces air pollutants, reduces greenhouse gas emissions, and benefits regional economic development—all of which are of value to airports. There may also be additional positive impacts that include reduced fuel price volatility and increased energy independence. These characteristics are known as “co-benefits” of SAF. The umbrella term for the numerous positive environmental externalities associated with the production and consumption of SAF are known as “environmental attributes”.



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Over time, economic value has become associated with specific environmental attributes associated with clean fuels with the introduction of low carbon fuel standards in some jurisdictions or markets. For example, this approach has allowed regulators to place the highest economic value on fuels that reduce lifecycle carbon emissions the most.

In the case of SAF, the air pollution or “non-CO<sub>2</sub>” emissions benefits of the fuel are becoming increasingly relevant. This is because non-CO<sub>2</sub> emissions can have both additional climate and air quality impacts.

For this reason, the value of these non-CO<sub>2</sub> environmental attributes is of interest to airports and to regulators. Seattle, San Francisco, and Copenhagen Airports are at the forefront of examining what role airports can have in relation to SAF and near-airport air quality, and the European Emission Trading Scheme (EU-ETS) is expected to develop a method for calculating the value for the non-CO<sub>2</sub> impact of aviation and how that can be mitigated by SAF by ~2027.

This pilot project recognizes that there is a foundation of science demonstrating that using SAF results in a significant reduction in key air pollutants, namely ultrafine particulate matter (PM<sub>2.5</sub>) and oxides of sulfur (SO<sub>x</sub>), as shown in this graphic from Airports Cooperative Research Project 02-80: State of the Industry Report:

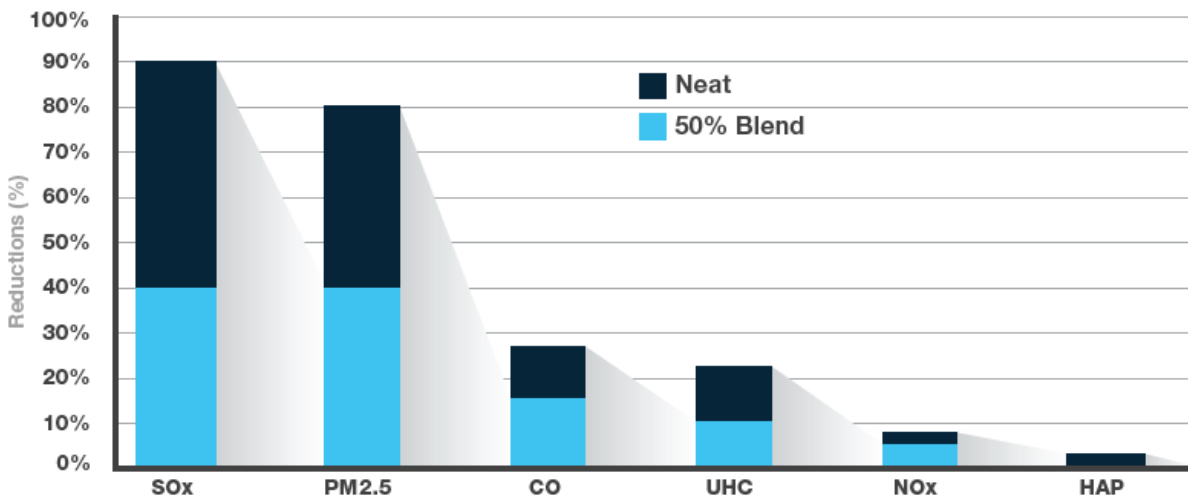


Figure ES-2: Representative Air Pollutant Emission Reductions from the Use of SAF

If one million gallons of SAF are used at SEA, this will result in a reduction of approximately 220 lbs of ultrafine particulate and at least 650 lbs of oxides of sulfur. It is important to note that SEA Airport is located in an airshed that is in attainment for the National Ambient Air Quality Standards (NAAQS), and the airport’s air permit does not require us to purchase emission reduction credits. We nevertheless pursue projects and investments on a voluntary basis that continue to improve air quality in our region. Airports in attainment with the NAAQS are still eligible to bank emission credits if they work with their local air authority (we last banked air pollutant credits with Puget Sound Clean Air Agency in 2008). Although at this time, this SAF pollution air pollution attribute purchase is voluntary and the long-term monetary value of the attributes cannot be defined with precision, the Port will receive substantial tangible benefits in

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connection with implementing the SAF Pilot Program, including direct knowledge and experience regarding the logistical and development requirements for facilitating SAF availability and use at the airport, an expanded understanding of the economic development potential of SAF production and use at the airport, significant contractual commitments from airlines who elect to participate in the program, as well as potential deployment of the SAF environmental attributes in the future as regulatory offsets for airport operations and projects.

The measurable and tangible SAF air pollution emission reduction benefits expected to be achieved through this pilot are similar to the benefits of other airport investments. For example, airports and airlines investment in systems such as pre-conditioned air and electric GSE to reduce airline-related air pollutants. The SAF Pilot Program is another effective way to apply funds to obtain these similar air pollutant reduction benefits.

In connection with the SAF pilot project, staff is further researching options to sell and retire a portion of these air pollution reduction credits to travelers via The Good Traveler, the airport-based traveler offset program of which SEA is a member. Staff intends to test this idea by offering these emission reduction credits only to travelers at SEA, and allow them to actively participate in reducing air pollution through SAF. While not part of this Commission request and not yet fully scoped, Port staff and other airport participants of The Good Traveler believe this could provide an excellent opportunity to educate airport travelers about the environmental and community benefits of SAF.

### **How the Pilot Will Work**

Upon Commission approval, Port staff will finalize the Information Packet including the template Participation Agreement (contract) between the Port and Airlines, all required documentation, program requirements, etc. The Port will publish the Information Packet to a website that will be referred to hereafter as the Info Packet.

The conditions for participation are expected to include but are not limited to:

- Participating airlines must warrant and represent they have contracted supply of SAF;
- Qualifying SAF reduces at least 70% CO<sub>2</sub> compared to fossil kerosene (Jet-A) in its full life-cycle;
- Participating airlines will be required to document purchase of the SAF and use at SEA Airport;
- Participating airlines must warrant and represent they contractually received the air pollution (non-CO<sub>2</sub>) attributes from the SAF producer and can convey them to the Port;
- Qualifying SAF must be used for refueling at SEA airport between January 1, 2023 and December 31, 2023;
- Qualifying SAF must be received in the airplane's tanks at a blend level no lower than 10%; and

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- The Port is considering minimum and maximum volume SAF commitments for airlines who wish to participate in the program, both to accommodate efficient administration of the program and also to encourage broad airline participation.

***Schedule***

- June – Port provides Info Packet via web post that contains the draft Participant Agreement, specific program details, instructions, etc.
- July – Deadline for airlines to notify Port of interest to participate in the SAF pilot (no legal commitment at this point). This allows Port to confirm sufficient funds for amount of SAF anticipated.
- Beyond July 1 – Airlines begin signing agreements with Port.
- SAF deliveries until Dec 31, 2023. One time payments to airlines in 2024.

**ALTERNATIVES AND IMPLICATIONS CONSIDERED**

**Alternative 1** – Purchase the SAFc (Scope 3 SAF certificates). These certificates are typically purchased by corporations to reduce their travel or air cargo carbon emissions with SAF. These are *not* Scope 1 emission reductions which are associated with buying the SAF directly and owned by the airlines.

Pros:

- (1) Potentially lower cost per gallon of SAF.
- (2) Reduces lifecycle greenhouse gas emissions.

Cons:

- (1) SAFc are fully fungible and related to CO<sub>2</sub> (global climate pollutant) and would **not** require the SAF to be used at SEA Airport.
- (2) There would be no local air quality benefit.

This is not the recommended alternative.

**Alternative 2** – Purchase greenhouse gas offsets.

Pros:

- (1) Inexpensive (\$tens of thousands).

Cons:

- (1) No direct benefit or support to advance SAF industry, or anything connected to aviation emissions.
- (2) No direct air quality benefit to the Airport and communities near SEA.

This is not the recommended alternative.

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**Alternative 3** – Purchase the air quality emission benefits of qualifying SAF used at SEA Airport.

Pros:

- (1) Direct air quality emission benefits at the airport and surrounding communities.
- (2) Testing and demonstration of innovative program.

Cons:

- (1) Logistically challenging (agreements, demonstration of compliance, fueling, etc).
- (2) More expensive than purchasing greenhouse gas offsets.

***This is the recommended alternative.***

**FINANCIAL IMPLICATIONS**

***Annual Budget Status and Source of Funds***

The approved 2023 operating budget included an expense of \$1,000,000. The funding source would be the Airport Development Fund. The expense would not be included in the airline rates and charges.

**ATTACHMENTS TO THIS REQUEST**

- (1) Presentation slides

**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS**

July 24, 2018 – The Commission was briefed on the Port of Seattle’s Sustainable Aviation Fuel Strategic Plan, including Strategy 3, purchasing SAF co-benefits.

# Sustainable Aviation Fuel Pilot Program Authorization

Sarah Cox, Director, Aviation Environment and Sustainability

Stephanie Meyn, Climate Program Manager

# Outline

- Background
- Purpose of the Pilot Program
- How the Pilot Program Will Work
- Anticipated Timeline
- Authorization Request



# Port Goal to Reduce Emissions

Port has several goals and strategies to reduce aircraft-related emissions and increase use of sustainable aviation fuel:

- Century Agenda: Reduce GHG and air pollutant emissions 50% by 2030
- 10% SAF at SEA by 2028
- Sustainable Aviation Fuel Strategic Plan

# Purpose of the SAF Pilot Program

SEA Airport will purchase the *air pollution* emission reduction benefits of sustainable aviation fuel (SAF) from airlines.

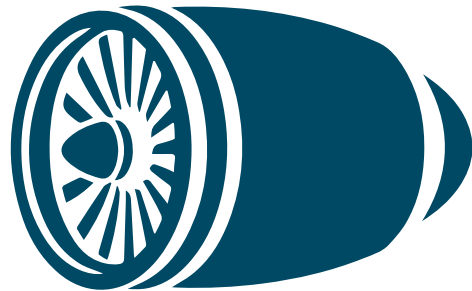
Purpose:

- Test an innovative airport program to buy SAF air pollution (aka “non-CO<sub>2</sub>”) attributes
- Understand SAF delivery & supply chain issues
- Make progress on our 10% SAF by 2028 goal and Century Agenda goals



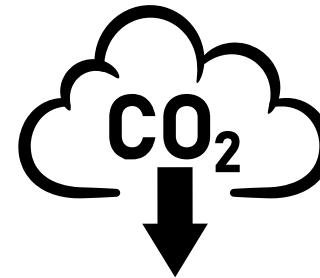


**Energy Attributes of SAF**

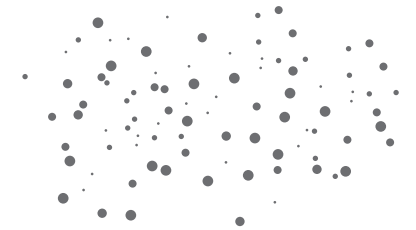


**Propulsion**

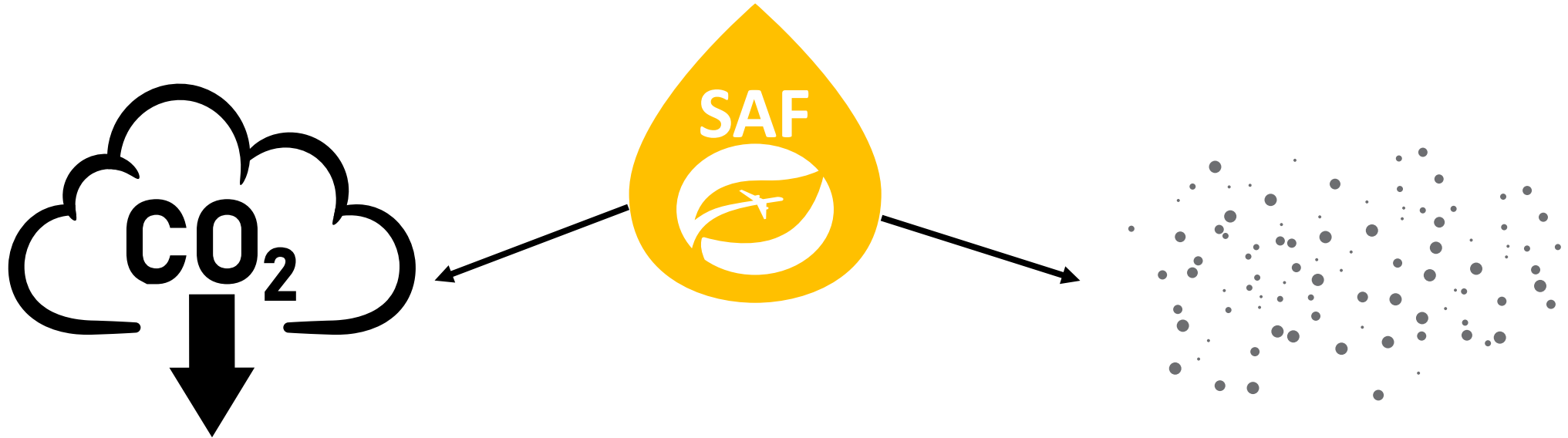
**Environmental Attributes of SAF**



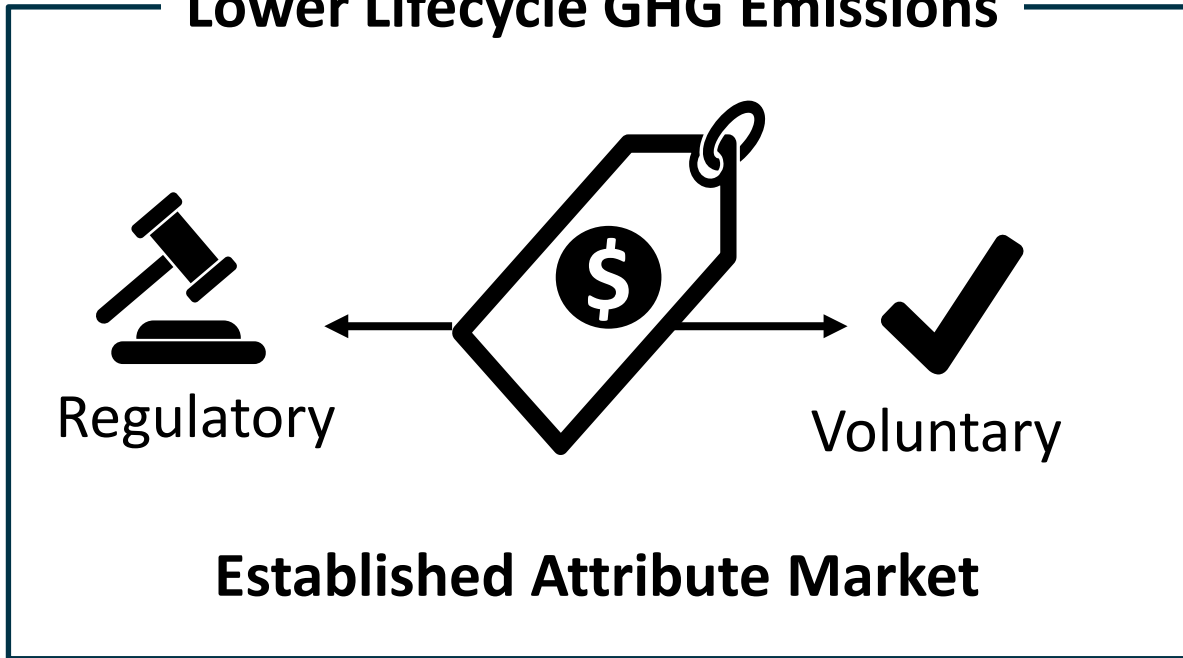
**Lower Lifecycle  
GHG Emissions**



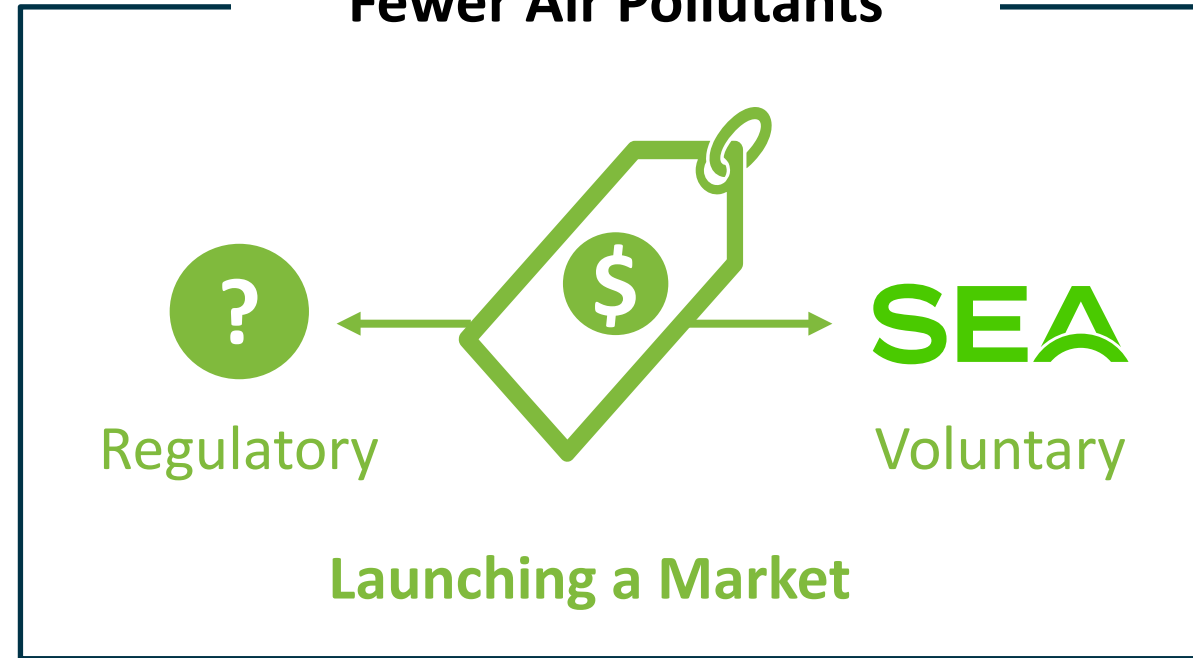
**Fewer Air  
Pollutants**



**Lower Lifecycle GHG Emissions**



**Fewer Air Pollutants**



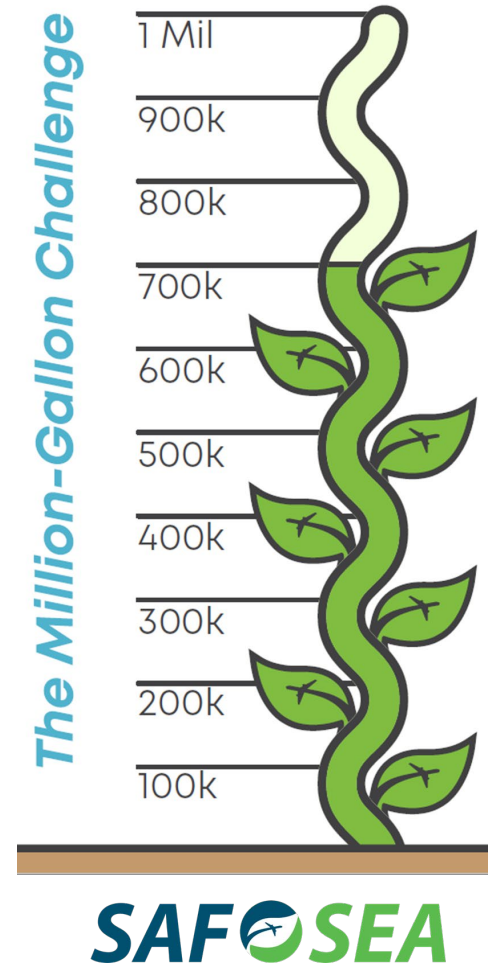
# Benefits of the Pilot Program

- Develop and gain experience in SAF attribute market
- Better understand SAF delivery supply chain
- Compared to jet fuel, SAF combustion reduces Scope 3 emissions and creates:
  - ❖ 80% less ultrafine particulate
  - ❖ 90% less sulfur



# How the Program Will Work

- \$1 million total available
- Port will pay the equivalent of \$1 per gallon of “neat” or pure SAF used at SEA
- Airlines will submit evidence of total SAF delivered in 2023 to receive single payment from Port for air pollution reduction attributes



# Anticipated Timeline

## 2023

- June – Release contract & specific program details to airlines
- July – Airlines begin signing agreements with Port
- SAF deliveries until Dec 31

## 2024

- Jan/Feb - One-time payments to airlines



# Authorization Request

Authorization for the Executive Director to execute contracts with eligible airlines for air pollution emission reductions of qualifying sustainable aviation fuel (SAF) fueled and used at Seattle-Tacoma International Airport as part of a pilot project not to exceed a total cost of \$1,000,000.

[RETURN TO AGENDA](#)



**COMMISSION  
AGENDA MEMORANDUM**

**Item No.**

11a

**BRIEFING ITEM**

**Date of Meeting**

May 23, 2023

**DATE:** May 16, 2023

**TO:** Steve Metruck, Executive Director

**FROM:** Pearse Edwards, Sr. Director External Relations  
Clare Gallagher, Director, Capital Project Delivery

**SUBJECT:** 2023 State Legislative Session Review

**EXECUTIVE SUMMARY**

The purpose of this briefing is to provide the Port of Seattle Commission, Executive Director, and Executive Leadership Team with a final report on the 2023 State Legislative Session, with specific attention given to the Port’s 2023 State Legislative Agenda.

On Sunday, April 23, 2023, the Washington State Legislature adjourned, representing the end of the 2023 105-day session. While legislators were able to pass three budgets and major milestone legislation, in the final hours of session the Legislature rejected the compromise legislation addressing the state’s drug possession law. After the Washington State Supreme Court struck down the State's felony drug-possession law (the Blake Decision) during the 2021 legislative session, lawmakers passed a quick fix to classify possession as a misdemeanor but refer people to treatment before charging them. That law sunsets in July. Thus, the Washington State Legislature reconvened in special session on May 16, 2023, introducing a new compromise proposal that passed both chambers by the close of the day.

It was a good session for the Port of Seattle and NWSA, with bills such as the “2:1 match” and SAF winning passage and funding secured for electric trucks, phase two of SR 509 and SR 167 (Gateway Projects), and Quiet Sound.

The Legislature approved a \$69.3 billion two-year operating budget. No new tax increases were included in the budget, though a tax on capital gains passed in 2021, a law upheld by the Supreme Court in the midst of this session, will bring in about \$1 billion over the next two years. The most significant positive impact to the budget was the higher-than-expected revenue from the State’s first carbon auction in the amount of \$300 million in the first auction.

The Washington State House and Senate agreed on a nearly \$13.5 billion transportation budget, a plan that spends heavily on major highway construction already in progress, electrifying the transportation sector, the state ferry system, climate-focused projects, and the court-mandated fix of the State’s fish culverts.

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The Legislature also passed an \$8.9 billion capital construction budget, with over \$4 billion in new bonds. Some highlights of spending include historic investments in affordable housing and homelessness, money for behavioral health treatment centers, and k-12 construction. The plan also leaves \$95.4 million in spending for next year.

On Tuesday, May 16, 2023, the Governor signed the 2023-25 Capital, Operating and Transportation Budget bills. While Governor Inslee acknowledged the important investments in the Transportation Budget, he expressed his continued frustration and concerns that the budget underfunds preservation and “over promises” on new projects. Governor Inslee’s letter to House and Senate Transportation leaders is included as an attachment to this memo.

Only a few bills that we were advocating for failed to pass. These bills were the WRAP Act, a bill pertaining to changes to recycled materials; a civil asset forfeiture bill that the Port worked with Rep. Hackney on to add an amendment; and transit-oriented development. It is important to note that any bill introduced this session that failed to pass will automatically be reintroduced in next year’s short legislative session.

The memo below provides a high-level overview of issues the Port supported, monitored, or otherwise engaged on, and their status at the end of the 2023 legislative session.

Staff will be joined at the Commission briefing by our contract lobbyists, Trent House and Brooke Davies, and Eric Ffitch, Executive Director of the Washington Public Ports Association.

**SUCCESS FOR PORT PRIORITIES:**

***Sustainable Aviation Fuels (SAF) legislation (SB 5447 and HB 1505):*** The Port of Seattle was part of a coalition of aviation and clean fuel production entities who worked with Senate Majority Leader Andy Billig to advance this bill. The legislation incentivizes in-state production and use of sustainable aviation fuels and requires that the Department of Ecology elevate SAF to a Tier 1 fuel pathway; and a potential amendment to the LCFS statute to give that type of a fuel a “multiplier” in the credit market.

The bill also requires that:

- Washington State University must convene an Alternative Jet Fuels Work Group to further the development of alternative jet fuels as a productive industry in the state. Membership includes legislators and sectors involved in alternative jet fuel research, development, production, and utilization.
- The University of Washington, in collaboration with Washington State University, calculate emissions of ultrafine and fine particulate matter and sulfur oxides from the use of alternative jet fuel compared to conventional fossil jet fuels at SEA, including potential regional air quality benefits of any reductions, beginning in December 2024.



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The bills passed both chambers with strong bipartisan support. Governor Inslee signed the bill on May 3<sup>rd</sup>. The law becomes effective on July 23<sup>rd</sup>.

**Shorepower:** On July 1, 2023, the Washington State Department of Transportation will receive its allocation of \$29m for grants to port districts to support decarbonization work. While two port projects – in Seattle, Bremerton, and Anacortes—received direct appropriations, all other ports are eligible to apply for funding under this section. WPPA will be working with WSDOT to develop the grant program and will be in touch with members with more information as soon as details become available. Additionally, the Transportation Budget included \$14 million for the zero emission shorepower infrastructure demonstration project at Northwest Seaport Alliance facilities.

**Clean Trucks:** The Transportation budget included \$20 million for an early action grant program for zero-emission commercial vehicle infrastructure demonstration projects, \$6.3 million for a zero-emission drayage truck demonstration project at the NWSA, and \$33.7 million for charging/refueling along priority corridors, which while not specific to clean trucks, could be beneficial.

**“2 to 1 Match” bill (HB 1086)**– Rep. Shavers (D-10, Mt. Vernon), introduced a bill amending the RCW to increase local governments’ ability to contract with community service and non-profit organizations. The Port’s goal was to reduce the required non-profit match for those grants, as well as include port districts in the legislation. This required an amendment during Senate consideration to accomplish our goals. With the blessing of labor, the prime sponsor, the committee chair, and the WA Recreation & Park Association, a striking amendment was drafted and adopted. The bill passed both chambers with overwhelming support. Governor Inslee signed the bill on May 2<sup>nd</sup>, with Commissioner Mohamed present. The law will go into effect on July 23<sup>rd</sup>.

**Clean Energy Siting:** HB 1216, sponsored by Rep. Fitzgibbon, seeks to streamline permitting and siting of clean energy facilities in Washington by creating: a new designation for clean energy projects of statewide significance; a new coordinated permitting process; and development of non-project environmental impact statements for certain clean energy projects. The bill was signed on May 3<sup>rd</sup>. The law goes into effect on July 23<sup>rd</sup>.

**Trafficking:** Legislation (SB 5114) passed both chambers with only one dissenting vote to create a network of hearing, support, and transition services for adults 18 and older with lived experience of sex trafficking. Funding for the resource centers in the amount of \$5.7 million is included in the final Operating budget.

**Child Care Facilities:** HB 1199 (Rep. Senn, D-41, Mercer Island) would allow for childcare facilities in common interest communities (e.g. condominium complex or HOA-administered facilities). The bill passed both chambers. Governor Inslee signed the bill into law on May 1<sup>st</sup> and the bill became effective upon his signature.

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**Middle housing legislation:** HB 1110 sponsored by Rep. Bateman (D-22, Olympia) as introduced would have allowed cities with a population of at least 6,000 or a city near an urban growth area with a population of more than 200,000 to increase density in residential areas typically dedicated to single-family detached housing. The Port supported the legislation as it alleviates pressure to build housing on industrial lands.

The bill was amended to allow different classes of multi-plex housing depending on the population of the jurisdiction. For cities with population of 75,000 or higher – including Seattle and Bellevue – it allows for four units per lot; six units per lot within 0.25 miles walking distance of a major transit stop; and six units per lot if at least two units are affordable housing. Other changes to the bill would allow local government to halt middle housing permits if the project would negatively affect a local government’s water and sewer systems. The bill was signed into law on May 8<sup>th</sup> and becomes effective on July 23<sup>rd</sup>.

**Workforce Training:**

**Clean energy sector workforce training** – The Port supported legislation to develop workforce training programs in the clean energy sector. HB 1176 (Rep. Slatter, D-48, Bellevue) and SB 5247 (Sen. Nobles, D-28, Fircrest) creates the Washington Climate Corps network and directs the state’s workforce training and education coordinating board to establish a committee to evaluate clean energy workforce needs that would make recommendations to the Governor and Legislature. The bill passed both chambers. \$9 million was allocated to the program in the budget. The bill was signed into law on May 3<sup>rd</sup>. The law goes into effect on July 23<sup>rd</sup>.

**Apprenticeship Utilization** - HB 1050,, sponsored by Rep. Ricelli, would require port public works projects over \$2 million to achieve 15% use of apprenticeships. Throughout session, WPPA shared that ports strongly support apprenticeship utilization as an effective way to grow the workforce but have concerns this legislation would become a barrier to all small businesses and may limit the number of bidders interested in port projects. The legislature amended a study into this bill which should help ports and other local governments prepare for this change. The legislation will not take effect until 2024. The bill was signed into law on May 9<sup>th</sup> and becomes effective on July 23<sup>rd</sup>.

**Policing:** HB 1240 (Peterson, D-21, Edmonds) – Governor and AG request legislation that will prohibit the manufacture, importation, distribution, and sale of semi-automatic weapons such as the AR-15. The Governor signed the bill on April 25<sup>th</sup>, becoming effective immediately upon signing. Other measures that passed permit the state to sue the firearms industry for failures to act responsibly and create a 10-day waiting period for firearm purchases.

**Tourism:** The Port strongly supported HB 1258, statewide tourism marketing, throughout the session. The bill reduces the nonstate match requirement to 1:1 from 2:1 for expenditures from the statewide tourism marketing account. Unfortunately, the bill’s initial funding of \$26 million was reduced to \$9 million in the final budget. The whittling away of the proposed funding

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stemmed from the belief that tourists flock to the state already. The Governor signed the bill into law on April 25, 2023, with the law becoming effective immediately.

Other tourism-related items in the state budget include \$150.7 million for Outdoor Recreation and Conservation and \$81.6 million for State Parks.

**CACC Replacement:** The Commercial Aviation Coordinating Commission was formed pursuant to legislation passed in the 2019 legislative session. Senate Bill 5370 was authored by Senator Karen Keiser (D-33<sup>rd</sup>, SeaTac, Des Moines) and convened a large group process to identify the preferred site for a next commercial service airport by January 1, 2022.

House Transportation Chair Fey introduced HB 1791 that will decommission the CACC’s role to identify preferred sites for a new commercial airport. Instead, it submits a “progress report” to the Governor and the Legislature on January 1, 2024, and “annually thereafter.”

The new committee’s work will have an expanded focus of a “coordinated look at transportation system as a whole” and asks that it consider the “broader context of state transportation needs.” The Port of Seattle would retain its seat on the committee. Moses Lake and Spokane airports will also be represented. Citizen participation would increase from two to seven representatives from both eastern and western Washington.

Upon passing the Legislature, the bill was delivered to the Governor’s office on April 20<sup>th</sup>. It awaits final action by the Governor.

**Derelict Aquatic Structures:** SB 5433, Department of Natural Resources supported legislation, will support ongoing work to remove derelict structures from waterways. The Port of Seattle staff worked with WPPA, DNR, and Puget Sound Partnership staff to amend bill language to address our collective concerns. The bill passed both chambers unanimously and signed into law on May 1<sup>st</sup>.

**FMSIB Reform:** HB 1084 makes changes to the board, including the addition of four new members while removing direct grant-making authority from the board. However, the legislature funded nearly \$30 million in board priorities this session, including \$300,000 for the 2024 Marine Cargo Forecast. This is the first funding FMSIB priorities have received in four years. The bill was signed into law on April 25<sup>th</sup>.

**Port Anti-Trust:** HB 1257, sponsored by Rep. Hackney, will give ports that move cargo or passengers the authority to continue meeting to discuss rates and charges and other best practices for port operations. This bill extends the state’s antitrust protection to those ports and responds to a recent shift in interpretation at the Federal Maritime Commission which called the antitrust immunity of ports joining the Northwest Marine Terminals Association into question. The bill was signed into law on May 9<sup>th</sup> and becomes effective July 23<sup>rd</sup>.

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**Quiet Sound funding:** The Port drafted and supported a \$700,000 appropriation for Quiet Sound in the upcoming biennium. Both chambers adopted this amount in the final operating budget.

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

**Transit-Oriented Development (TOD):** SB 5466 sponsored by Sen. Lias would have required the Department of Transportation to establish a complete grant program to help finance qualifying housing projects within rapid transit corridors. The Port of Seattle has been supportive of increased density in areas zoned for residential purposes if it relieves pressure to develop industrial lands.

The bill received support from builders, environmentalists, and labor and passed the Senate in a near unanimous vote. A House amendment that included an affordable housing clause split the strange-bedfellow coalition supporting the bill. This conversation will continue over the interim and the bill will be re-introduced next year.

**Asset Forfeiture:** HB 1385, a bill sponsored by Rep. Hackney, would amend seizure and forfeiture procedures and reporting. The Port submitted and the House amended the bill to expand the Port's use of forfeited funds in its possession. Currently, RCW limits such uses to purposes of illegal drug interdiction (e.g., the hiring of police officers assigned to illegal drug enforcement). Updated language would expand usage of such funds for human trafficking and gun control enforcement issues.

The bill failed to advance before the fiscal cutoff and did not move forward this session.

The bill faced challenges because no state agency wanted the enforcement authority to track forfeited property. This includes the State Treasurer and the Washington State Patrol. Port staff will work with the bill sponsor before the 2024 session to identify a state agency willing to serve as the enforcement party. Since this is the first half of the biennium the bill will automatically be reintroduced next session.

**WRAP Act: (HB 1131/SB 5154):** the Washington Recycling and Packaging Act (WRAP Act) sponsored by Rep. Liz Berry and Senator Christine Rolfes was an attempt for the state to shift responsibility for managing packaging and paper products (PPP) from local governments to producers. This bill was important to the Port of Seattle because we rely on Washington's recycling system to help achieve our ambitious goal to divert at least 60% of our waste from landfills through waste reduction and recycling programs.

Both bills passed their respective policy committees. The legislation ultimately died in both the House and Senate due to fierce opposition from a variety of stakeholders including the solid waste companies, hospitality, grocers, and pharmaceutical companies. This conversation will continue over the interim as there was \$500,000 included in the final operating budget to

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continue studying this issue. The bill will automatically be resurrected in the 2024 legislative session.

**BUDGET:**

***Operating Budget (SB 5187):*** The Operating Budget is a two-year plan that pays for the day-to-day operations of state government, including K-12 schools, human services, higher education, prison system, public safety, and more. The final budget appropriates \$69.2 billion for the biennium. It adds \$4.7 billion in new spending, leaves approximately \$3 billion in reserves, and does not rely on new taxes or fees.

Notable investment include:

- Targeted Equity Investments: \$496M
- Clean energy siting and permitting: \$55.8M
- Establishing the Washington Climate Corps: \$4.7 million
- Quiet Sound: \$700K
- Maritime Core Plus Programs : \$1M
- Resource centers for the adult victims of sex-trafficking: \$5.7M
- Tourism: \$9M
- Climate Commitment Act and Natural Resources
  - \$412 million in Climate Commitment Act investments
  - \$45 million for forest health and wildfire protection
  - \$39 million for biodiversity protection
  - \$36 million for salmon habitat and recovery

***Capital Budget (SB 5200):*** The Capital Budget is the state’s construction budget, and typically includes investments to state and local agencies for building and infrastructure projects, such as public schools and universities, parks, prisons, but does not include transportation construction. It operates over the same two-year period as the Operating Budget. The final budget authorizes \$9 billion in total budgeted funds, of which \$4.7 billion is debt limit bonds for the 2023-25 biennium. The remaining amounts are \$947 million in federal funds, \$328 million in Model Toxic Control Accounts, \$717 million in Climate Commitment Accounts, \$295 million in alternate financing authorizations, \$275 million in State Common School Construction Account, and \$1.8 billion in all other funds. Approximately \$95 million in bond capacity is reserved for a supplemental capital budget.

Notable investments include:

- Grants for clean energy research, development, demonstration, and deployment projects: \$60M
- Grant program to reduce carbon emissions in hard-to-decarbonize sectors such as aviation and maritime: \$40M
- Ultra-fine Particle Monitoring: \$400k
- Wildlife Recreation and Conservation: \$150M

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- Natural Resources: \$2.4 billion is invested in natural resource projects that collectively address water quality and supply, salmon recovery, outdoor recreation and conservation, state trust lands, state parks, air quality, and more. Major investments include:
  - Water Quality: \$779 million
  - Salmon Recovery: \$378.3 million
  - Water Supply: \$233.7 million
  - Outdoor Recreation and Conservation: \$150.7 million
  - Toxic Cleanup and Prevention: \$158.1 million
  - State Parks: \$81.6 million
  - Carbon Sequestration Forests and Trust Lands: \$110.1 million
  - Air Quality: \$56.6 million
- Local & Community Projects: \$231 million, which funds over 325 community-based projects.
- Home Electrification and Appliance Rebates Program (HEAR): \$163 million
- Clean Energy Fund Grants: \$60 million
- Large scale solar innovation projects: \$39 million
- Local emission reduction projects and projects to reduce emissions in hard to decarbonize sectors: \$36.7 million
- Local Infrastructure:
  - Public Works Trust Fund for infrastructure projects administered through the Public Works Board: \$400 million
  - Low-interest loans to publicly and privately owned drinking water systems through the Department of Health: \$140 million
  - State matching funds for the federal Broadband Equity, Access, and Deployment Program: \$50 million

**Transportation Budget (HB 1125):** The state’s transportation budget pays for both the day-to-day operation of state transportation agencies and the construction and preservation of state highways and roads. Most of the revenue that supports the transportation budget comes from the state gas tax and permits, licenses, and other fees. The final budget appropriates \$13.4 billion and made significant investments towards major highway projects (\$5.4 billion), the state’s ferry system (\$1.3 billion), and fish and culvert removal and repair (\$1 billion). Notably, this is the first year the state can utilize funding from the Climate Commitment Act that passed in 2021. Nearly \$1 billion will be used for projects that support conversion to zero-emission transportation.

Notable investments include:

- Port Electrification Competitive Grants: \$29M
- Zero emission shore power infrastructure demonstration project at Northwest Seaport Alliance facilities; \$14M
- The Gateway Project (SR 167 and SR 509) Phase 2 construction: \$874M
- SR 18 Widening: \$57M

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**ATTACHMENTS TO THIS BRIEFING**

- (1) OFM Letter
- (2) Presentation slides

**PREVIOUS COMMISSION ACTIONS OR BRIEFINGS**

January 24, 2023 – Commission amendments approved for the 2023 State Legislative Agenda

November 8, 2022– The Commission approved for the 2023 State Legislative Agenda

October 25, 2022 – Commission Study Session for the 2023 State Legislative Agenda



STATE OF WASHINGTON  
**OFFICE OF FINANCIAL MANAGEMENT**

*Insurance Building, PO Box 43113 • Olympia, Washington 98504-3113 • (360) 902-0555*

April 7, 2023

**TO:** Honorable Marko Liias  
Honorable Curtis King  
Senate Transportation Committee

Honorable Jake Fey  
Honorable Andrew Barkis  
House Transportation Committee

**FROM:** David Schumacher  
Director

**SUBJECT: OFM CONCERNS WITH HOUSE AND SENATE TRANSPORTATION BUDGETS**

We have significant concerns with the House and Senate transportation budgets that we believe need to be addressed in your final compromise budget.

The House and Senate transportation budgets appear to fund many projects throughout the state. In reality, however, many of the projects are only partly funded or are aspirational. The capital project lists look robust, but the practical constraints of delivering the projects and the unrealistic financial plan is a set-up for failure and disappointment.

When we met in December, we agreed that a \$7 billion capital plan was too large. The Governor's budget reprioritized projects due to declining revenues, increasing costs and constraints on contractor capacity. It also set expectations more in line with realistic construction delivery timelines. We need the Legislature to similarly lay out priorities given these financial and delivery constraints.

The legislative budgets not only ignore the reality of project delivery, but they also fall short of addressing the significant maintenance and preservation needs throughout our state and the ongoing need to keep drivers safe with adequate patrolling. Both budgets diminish the ability of the Washington State Patrol to enforce roadway safety and respond to accidents that close roadways. The budgets also reduce Department of Licensing staff who provide services such as renewal of driver's licenses and other essential needs, which will hinder the department's ability to minimize wait times.

### **Capital project completion**

The House and Senate transportation capital budget construction timelines and financial plans are not feasible.

Both budgets appropriate amounts in the 2023-25 biennium that are not sustainable over the timeline of project construction. Historically, the Department of Transportation can deliver an average of a little over \$3 billion each biennium. Both budgets assume over \$7 billion will be constructed during the biennium. An ambitious amount, \$5.7 billion, was appropriated in the Governor's capital plan. Even this exceeds the amount that the department has been able to deliver in the past. Project delivery is dependent upon several factors including the ability to recruit and hire a skilled workforce, contractors, and consultants, and to purchase equipment and supplies in a timely manner. *Without prioritizing the capital list, the over-appropriation leads to unrealistic expectations for communities and would require the department to prioritize projects without legislative direction.*

On the financial side, neither budgets balance in future biennia, which jeopardizes the ability of the state to continue partially completed projects without requiring new sources of funds as soon as next biennium. As



stated above, SB 5763 would make the Senate financial plan feasible but does not address the department's ability to complete the legislative expectations for delivery.

### **Public safety and other services**

The State Patrol reductions would reduce the number of troopers patrolling our roads by reducing overtime. Because of the existing shortage of troopers, the State Patrol relies on vacancy savings to pay overtime to ensure a sufficient number of troopers are policing the state roadways.

Despite the budgets' support of a program to entice lateral recruitments (law enforcement transferring from local law enforcement to the State Patrol) by paying for compressed training for those with experience, they do not include the full funding needed for actual salaries and benefits for those who may want to join the State Patrol.

The budgets also cut other State Patrol positions that support crime scene detectives, overtime for communication officers for proper 911 center staffing levels, and others that are critical to the State Patrol's day-to-day operations. These reductions also remove State Patrol funding to handle emergent situations, such as official visits, natural disasters, or critical infrastructure failures. These cuts will impact the agency's ability to carry out its mission and protect the residents of Washington.

The licensing services reduction at the Department of Licensing will likely result in layoffs, part-time office closures or reduced hours, and fewer driving skills tests that DOL can offer in multiple locations. The real-life impact will be longer wait times for services. In the second year of the biennium, the reduction will impact the agency's ability to fully implement REAL ID enforcement.

The Senate budget's staff reductions at the Department of Transportation will impact the department's ability to deliver the legislatively directed projects and programs in the budget.

Another major concern is that budget language poses legal risks by suggesting that agencies should hire staff beyond their appropriation authority. The law prohibits agencies from spending more than their authorized appropriation levels; therefore, agencies will not be able to achieve authorized staffing levels because of the vacancy cuts.

### **Maintaining and preserving the transportation system**

House and Senate funding to preserve and maintain roadways is significantly lower than the Governor's budget. The funding level for these purposes is also lower than the expectation set forth in the 2022 supplemental budget finance plan. Underfunding preservation and maintenance is inconsistent with the stated priority of the 2022 Move Ahead Washington 16-year transportation package. As you know, preservation was a cornerstone of the package.

Preservation is essential to prevent deterioration of the transportation system and decrease the future expense of deferred repairs. Postponing the work also poses safety hazards for travelers. The limited amount of preservation funding in both budgets would require the department to *stop all advertisements for preservation work*. This reduction in preservation is more significant in the House budget. This means new preservation will not start and will result in the deterioration of the multimodal system, indefinite deferral of the Complete Streets program (improving safety, mobility and accessibility of state highways), re-evaluation of speed limits and weight limits on bridges, and possible road, lane or bridge closures.

Additionally, the significant reduction in maintenance funding in the legislative budgets – and the House budget in particular – would impact the agency's ability to keep mountain passes open during winter storms, repair damages to highways, clean up litter and graffiti, and other critical activities needed to keep our roads and bridges open and travelers safe.

To advance cleanup of homeless encampments on public rights of way, the House and Senate appropriate an additional \$10.4 million. Although this is appreciated, other budget reductions within the maintenance program are so deep that the rights of way cleanup would also be reduced by cutting into the base budget.

## **Ferries**

### *Vessel construction and electrification*

The ferry system is a vital part of Washington's transportation system that carries people to and from work and contributes to the state's tourism. Ensuring there are operational vessels and transforming those ferries to reduce greenhouse gas emissions is crucial to meeting the needs of the state.

The House and Senate budgets underfund the construction of five hybrid-electric ferry vessels. The first hybrid electric vessel would be underfunded by \$31 million. Both budgets link the first vessel construction funding to the ferry procurement bill (HB 1846). If the bill does not pass, ferry construction would be further delayed because the 2021-23 appropriation will have lapsed, and no funding would remain in the 2023-25 budget.

### *Able Body to Mate program*

The Able Body (AB) to Mate program is key in helping ferry workers advance in their careers and in filling positions required to operate ferries. The Ferries Division must fill 107 licensed positions by 2027, and fully funding the AB to Mate program at \$12 million will help address that gap by training 96 crew members. The House and Senate budgets fund the AB to Mate program at \$8 million, which will only train 48 crew members.

## **Vehicle miles traveled**

The 2021 State Energy Strategy identified vehicle miles traveled (VMT) reductions as a key strategy to reduce greenhouse gas emissions. Funding is needed to partner with local jurisdictions, regional transportation planning organizations, and other stakeholders to develop and implement VMT reductions. The House does not fully fund these efforts.

## **Tolling**

The Senate budget directs the Department of Transportation to deploy new advanced technologies to collect tolls on the westbound State Route 520 on-ramp at 84<sup>th</sup> Avenue NE. Several of the provisos would establish a new tolling system that is separate from the existing GoodToGo! program, do not fund the new system, and set required timelines that are not achievable. There is also a legal concern that this could be considered substantive law in a budget bill. Despite being labelled a pilot program, tolling systems are longer term mechanisms that will last far beyond the two-year budget cycle. In the past, they have always been established in a separate policy bill. In addition, the provisos set specific rates in contradiction to existing law that establishes the Transportation Commission as the sole rate-setting authority for the state.

## **Local Partner Cooperative Agreement**

The House budget includes three separate items aimed at addressing projects that are at risk of delay due to over appropriations.

- The Joint Transportation Committee is directed to convene a WSDOT local partnership workgroup to create a procedure for the department to partner with local jurisdictions to perform preservation and maintenance and construction projects on state highways.
- WSDOT is directed to transfer three state projects to local jurisdictions.
- WSDOT is directed to produce a list of projects to transfer from the state to local jurisdictions.

Before transferring the three state projects to local jurisdictions or providing the list, the Joint Transportation Committee study to ensure policies and procedures necessary for the successful transfer should be completed.

In addition to the information provided in this memorandum, OFM budget staff will provide specific technical and other concerns.

cc: Kelly Simpson, Staff Coordinator, Senate Transportation Committee  
Mark Matteson, Staff Coordinator, House Transportation Committee  
Nona Snell, Budget Director, Office of Financial Management  
Erik Hansen, Senior Budget Advisor, Office of Financial Management  
Debbie Driver, Senior Policy Advisor, Executive Policy Office



# 2023 State Legislative Session Review

## Briefing to Port of Seattle Commission | May 23, 2023

**Pearse Edwards**, Senior Director, External Relations  
**Eric ffitch**, Executive Director, Washington Public Ports Association  
**Trent House**, Contract Lobbyist  
**Brooke Davies**, Contract Lobbyist



# Overview

- **Legislative Session Overview**
  - Adopted three budgets: transportation, operating, and capital
  - Decarbonization legislation, 2:1 match, middle housing, gun control all passed
- **Port priority items – Big successes!**
  - Sustainable Aviation Fuels (SAF)
  - 2:1 Match
  - Decarbonization
  - Sex trafficking victims resource centers
  - Child care
  - Middle housing
- **Additional items that need more work**
  - Tourism funding

# PRIORITY AGENDA ITEMS | DECARBONIZATION

## SUSTAINABLE AVIATION FUELS



## SHOREPOWER



## CLEAN TRUCKS



# PRIORITY AGENDA ITEMS | COMMUNITY ENGAGEMENT

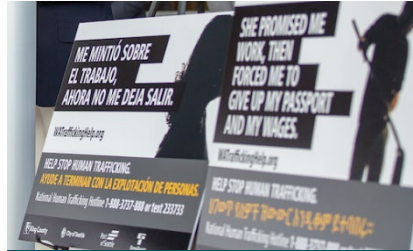


**2:1 MATCH**

# PRIORITY AGENDA ITEMS | ADDITIONAL PORT PRIORITIES



**CLEAN ENERGY**



**HUMAN TRAFFICKING**



**CHILD CARE FACILITIES**



**MIDDLE HOUSING**



**WORKFORCE TRAINING**



**POLICING**



**PUBLIC CONTRACTING**



**TOURISM**

# PRIORITY AGENDA ITEMS | OTHER BILLS OF NOTE



**CAAC REPLACEMENT**



**DERELICT AQUATIC STRUCTURES**



**FMSIB REFORM**



**PORT ANTI-TRUST**



**PUBLIC CONTRACTING**



**QUIET SOUND**



# PRIORITY AGENDA ITEMS | MORE WORK TO BE DONE

## TRANSIT ORIENTED DEVELOPMENT



## FORFEITED PROPERTY REFORM



## WRAP ACT

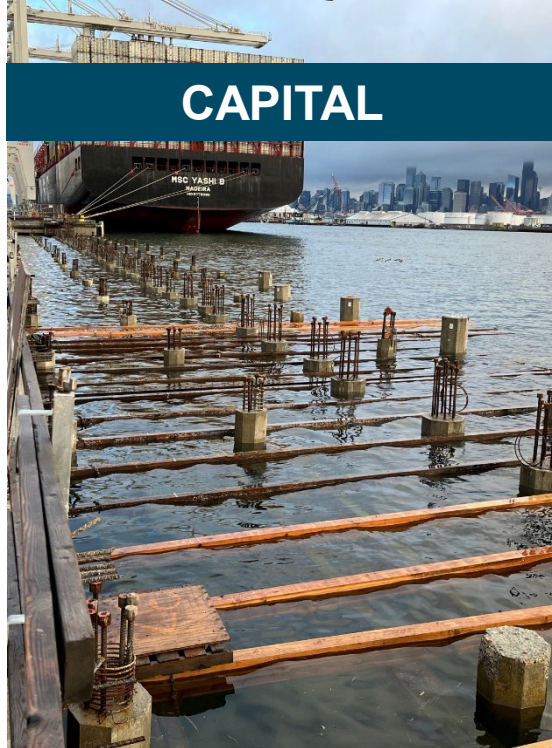


# PRIORITY AGENDA ITEMS | BUDGET

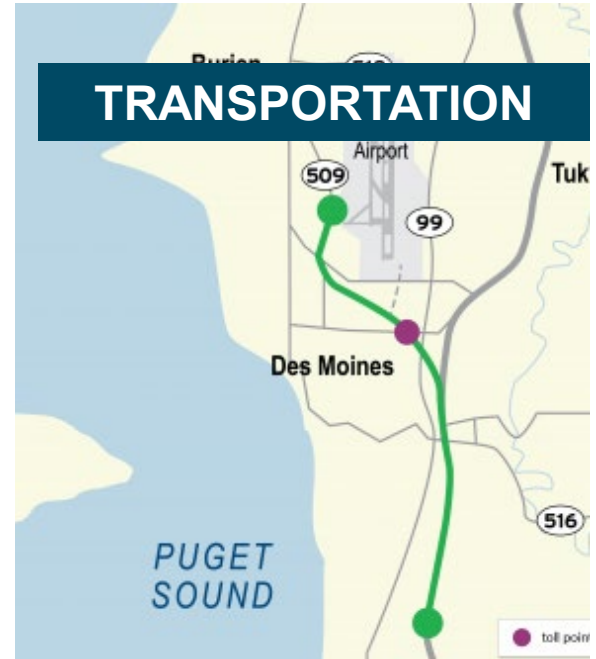
## OPERATING



## CAPITAL



## TRANSPORTATION



- SR 167
- SR 509

# PRIORITY AGENDA ITEMS | NEXT STEPS

Special Session

Interim Meetings  
with Lawmakers  
(July-Dec)

Potential Small  
Tours with  
Legislative  
Stakeholders  
(Jul-Sept)

2024 Legislative  
Agenda  
Development



# WASHINGTON PUBLIC PORTS ASSOCIATION

ADVOCATING, EDUCATING, AND CONNECTING TO SERVE OUR PORT MEMBERS

# WPPA

- Decarb grant program
- Clean energy siting bill
- Antitrust bill and relevance to the Northwest Marine Trade Association
- Sustainable aviation fuel
  - interest from other ports
- Plastic pollution bill





# Questions?

[RETURN TO AGENDA](#)

Thank you for your engagement in our expansive advocacy work