



COMMISSION REGULAR MEETING AGENDA

February 13, 2024

To be held virtually via MS Teams and in person at the Port of Seattle Headquarters Building – Commission Chambers, Pier 69, 2711 Alaskan Way, Seattle WA. You may view the full meeting live at meetings.portseattle.org. To listen live, call in at +1 (425) 660-9954 or (833) 209-2690 and Conference ID 900 852 065#

ORDER OF BUSINESS

10:30 a.m.

1. CALL TO ORDER

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

► 12:00 noon – PUBLIC SESSION

Reconvene or Call to Order and Pledge of Allegiance

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

4. SPECIAL ORDERS OF THE DAY

4a. Proclamation in Recognition of the 'Boldt Decision' Federal Landmark Ruling Affirming Tribal's Sovereignty Rights of Fishing in Washington State. ([proclamation enclosed](#)) (p.4)

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 (in accordance with the Commission's bylaws) on Commission agenda items or on topics related to the conduct of Port business will have the opportunity to:

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

2) Deliver public comment via phone or Microsoft Teams conference: To take advantage of this option, please email commission-public-records@portseattle.org with your name and agenda item or topic related to the conduct of Port business you wish to speak to by 9:00 a.m. PT on Tuesday, February 13, 2024. (**Please be advised that public comment is limited to agenda items and topics related to the conduct of Port business 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 agenda items and topics related to the conduct of Port business.

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

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

- 8a. Approval of Minutes of the Regular Meeting of January 23, 2024. **(no enclosure)** (p.6)
- 8b. Approval of the Claims and Obligations for the Period January 1, 2024, through January 31, 2024, Including Accounts Payable Check Nos. 951695 through 952114 in the Amount of \$12,421,331.89 Accounts Payable ACH Nos. 062391 through 063490 in the Amount of \$62,451,681.93; Accounts Payable Wire Transfer Nos. 016216 through 016246 in the Amount of \$15,962,059.71; Payroll Check Nos. 210787 through 211164 in the Amount of \$107,636.72; and Payroll ACH Nos. 1174981 through 1179747 in the Amount of \$15,384,526.63 for a Fund Total of \$106,327,236.88. **(memo enclosed)** (p.12)
- 8c. Monthly Notification of Prior Executive Director Delegation Actions January 2024. **(memo enclosed – No action, for information only)** (p.15)
- 8d. Commission Approval of International Travel Requests for Known Travel in the First Quarter of 2024. **(memo enclosed)** (p.17)
- 8e. Commission Adoption of the 2024 Local and Regional Government Policy Priorities. **(memo and presentation enclosed)** (p.19)
- 8f. Authorization for the Executive Director to Execute up to Three Indefinite Delivery, Indefinite Quantity Consultant Agreements for Services Related to Construction Testing and Special Inspection Services for Projects at the Seattle-Tacoma International Airport and Seaport Locations, with a Cumulated Total Amount Not-to-Exceed \$6,000,000. **(memo enclosed)** (p.40)
- 8g. Authorization for the Executive Director to Execute a New Collective Bargaining Agreement Between the Port of Seattle and PROTEC17, Representing Airport Duty Managers at the Port of Seattle Covering the Period from May 21, 2022, through May 20, 2025. **(memo and agreement enclosed)** (p.44)
- 8h. Authorization for the Executive Director to Approve Construction Costs in the Amount of \$4,500,000 for the T91 Domestic Waterline Renewal Project and to Use Port Crews to Perform the Work Over an Eight-Year Period, for a Total Project Cost of \$4,750,000. (CIP #C801243) **(memo and presentation enclosed)** (p.71)
- 8i. Commission Authorization of the 2024/25 Tourism Marketing Grant Program and Authorization for the Executive Director to Approve Execution for All Related Contract Agreements for the 2024/25 Selected Tourism Marketing Support Program Recipients in an Amount Not-to-Exceed \$600,000. **(memo and presentation enclosed)** (p.85)
- 8j. Authorization for the Executive Director to Take All Steps Necessary, Including the Execution of All Contracts, Including Public Works, Alternative Public Work Procedures in Accordance with RCW 39.10, Goods and

Services Personal Services, Professional Services, Other Consulting Services, and Any Other Types of Contracts or Agreements to Complete the Automated Screening Lanes Checkpoint Conversion Project in the Amount of \$12,000,000, for a Total Estimated Project Cost of \$12,250,000. (CIP #C801420) **(memo enclosed)**

(p.100)

10. NEW BUSINESS

10a. Authorization for the Executive Director to Execute Contract Agreements and to Implement the 2024 Economic Development Partnership Program with King County Cities in an Amount Not-to-Exceed \$900,000, Including Authorization for the Executive Director to Execute Contracts Using Unutilized Program Funding to Advance Regional Initiatives to Further Equitable and Small Business Recovery. **(memo and presentation enclosed)**

(p.104)

10b. Order No. 2024-04: An Order Setting a Timeline for the Completion of the Assessment of Prior Sound Insulated Properties; Creating a Sound Insulation Repair and Replacement Pilot Program; and Setting Equity Guidelines for this Program. **(order enclosed)**

(p.162)

10c. Authorization to Execute an Interlocal Agreement with the Puget Sound Partnership Enabling the Port to Receive State Funding to Support the Purchase of Equipment to Monitor Juvenile Salmonid Utilization of Duwamish River People's Park and Shoreline Habitat in the Amount of \$115,000. **(memo, agreement, and presentation enclosed)**

(p.164)

10d. (Number Not Used.)

10e. Authorization for the Executive Director to Approve Additional Funding in the Amount of \$22,000,000 for Construction of the Terminal 91 Berth 6 and 8 Redevelopment and to Award and Execute a Contract with the Lowest Responsible Bidder, for a Total Estimated Project Cost of \$98,000,000. (CIP# C102475 and C801350) **(memo and presentation enclosed)**

(p.190)

11. PRESENTATIONS AND STAFF REPORTS

11a. 2024 International Policy Priorities Briefing. **(memo and presentation enclosed)** (p.217)

11b. 2023 Internal Audit Annual Report. **(memo and presentation enclosed)** (p.228)

11c. 2023 Committee Review and 2024 Committee Work Plans Briefing. **(memo and presentation enclosed)**

(p.245)

12. QUESTIONS on REFERRAL to COMMITTEE and CLOSING COMMENTS

13. ADJOURNMENT



PROCLAMATION OF THE PORT OF SEATTLE COMMISSION

WHEREAS, the abundance of fish and wildlife have enabled the Indigenous Tribes in the Pacific Northwest to thrive on resources such as salmon and shellfish since time in memorial; and

WHEREAS, in 1855 the United States Government negotiated treaties with Tribes in Western Washington that explicitly reserved the Tribes' right to fish in "usual and accustomed" areas in exchange for ceding 90% of their land to make way for colonization by settlers to the region; and

WHEREAS, the State of Washington overly regulated and restricted exercise of the Tribes' treaty-reserved rights for many years resulting in Tribal fishers facing many challenges, including citations and arrests for fishing in their usual and accustomed areas; and

WHEREAS, by the early 1960s, the State of Washington only allocated between 2 and 5 percent of the annual salmon and steelhead catch in Washington State to the Tribes which resulted in Tribal leaders staging significant "fish-ins" and "fish-wars" that drew participation from civic leaders and celebrities, alike; and

WHEREAS, in the early 1970s, the United States Government on behalf of the Tribes, successfully sued the State of Washington in the seminal case *United States v. Washington*, which resulted in direction to the State to regulate fishing in a manner that allowed full exercise of the Tribes' reserved fishing rights; and

WHEREAS, on February 12, 1974, Judge George Boldt of the United States District Court for the Western District of Washington issued his ruling in *United States v. Washington* in favor of the United States on behalf of the Tribes and created a significant legal precedent regarding the enforceability of a treaty right; and

WHEREAS, Judge Boldt's landmark ruling, now known as the Boldt Decision, was re-affirmed by the United States Supreme Court in 1979 and enabled tribes to catch up to 50% of the salmon and steelhead allocated for harvest in the areas the Treaties covered; and

WHEREAS, the Port of Seattle recognizes the economic and cultural importance of treaty fishing and a healthy marine environment and how the steadfast work of the Tribes to protect and provide fish and shellfish benefits everyone; and

WHEREAS, the Port of Seattle was founded in 1911 by a vote of the people as a special purpose government to promote economic opportunities, and quality of life in the region by

advancing trade, travel, commerce and job creation in an equitable, accountable and environmentally responsible manner; and

WHEREAS, the Port of Seattle conducts maritime operations within the Suquamish and Muckleshoot tribal governments’ usual and accustomed fishing areas and has been working to minimize conflicts between fishing and commercial operations for many years; and

WHEREAS, in recognition of the importance of the Tribes’ treaty rights, the Port has recently hired a tribal liaison to work with the Port and Commission to maintain government-to-government relationships and to identify opportunities for greater collaboration.

NOW, THEREFORE BE IT RESOLVED, the Port of Seattle Commission wishes to join the tribes and many others in celebrating the 50th anniversary of the Boldt Decision and affirm commitment to sustaining our partnership with Tribes to assure there are fish and opportunities to fish, for future generations.

Proclaimed by the Port of Seattle Commission this thirteenth day of February 13, 2024.

Port of Seattle Commission



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**APPROVED MINUTES
COMMISSION REGULAR MEETING**

January 23, 2024

The Port of Seattle Commission met in a regular meeting Tuesday, January 23, 2024. The meeting was held at the Seattle-Tacoma International Airport Conference Center located at: 17801 International Blvd, Seattle WA, Mezzanine Level, Seattle, Washington, and virtually on Microsoft Teams. Commissioners Calkins, Cho, Felleman, and Mohamed were present. Commissioner Hasegawa was absent and excused from attendance.

1. CALL to ORDER

The meeting was convened at 12:01 p.m. by Commission President Mohamed who led the flag salute.

2. EXECUTIVE SESSION pursuant to RCW 42.30.110

No executive session was held.

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

No Special Orders of the Day were presented.

5. EXECUTIVE DIRECTOR'S REPORT

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

6. COMMITTEE REPORTS

There were no committee reports presented.

7. PUBLIC COMMENT

- The following person spoke in support of Agenda Item 10a, Resolution No. 3817, amending the Commission's Bylaws and Rules of Procedure: Joe Kunzler.
- The following person spoke in support of Agenda Item 11a, tourism development and the Port's tourism program: David Blandford, State of Washington Tourism.
- The following person spoke regarding airport impacts on neighboring communities: John Worthington.
- The following person spoke regarding collective bargaining agreements for Sea Tac workers: Jesse Welton.
- The following person spoke regarding SB 5955 and sound insulation in near-airport communities for failed insulation packages: JC Harris, seatacnoise.info.
- The following person spoke regarding traffic flow at the airport and offered to meet with traffic design engineers to share his ideas for improvements: Craig Warner.
- In lieu of spoken comment, Jordan Van Voast submitted written comments requesting the Port to cap and reduce cruise sailings and passenger levels to at or below 2019 levels, and to continue reduction each year until there are no more ocean or air pollutants, or climate-changing greenhouse gas emissions.

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

8. CONSENT AGENDA

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

8a. Approval of Minutes of the Regular Meeting of January 9, 2024.

8b. Adoption of Resolution No. 3818: A Resolution of the Port of Seattle Commission Adopting the Charter of the Governance Standing Committee.

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

8c. Commission Approval of the Port's 2024 Federal Legislative Agenda and Direction for the Executive Director to Authorize Staff to Engage in Advocacy Efforts to Support Implementation of These Policy Priorities.

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

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

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

Opposed: (0)

10. NEW BUSINESS

10a. Adoption of Resolution No. 3817: A Resolution Amending Resolution No. 3778 and Prior Corresponding Enacting and Amending Resolutions Through Incorporation, Pertaining to the Commission’s Bylaws and Rules of Procedure.

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

Presenter(s):

Aaron Pritchard, Chief of Staff, Commission Office
Michelle Hart, Commission Clerk, Commission Office
Pete Ramels, Port of Seattle General Counsel
Jessica Nadelman, Senior Port Counsel

Clerk Hart read Item 10a into the record.

Executive Director Metruck introduced the item and presenters.

The presentation addressed the package of amendments requested by Commissioners, to be discussed and considered for adoption at this meeting.

The main motion, to adopt Resolution No. 3817, was made by Commissioner Felleman.

The motion, to amend Resolution No. 3817, Exhibit A, Article VI, Section (10)(c), last sentence of the provision, to add the phrase “unless otherwise revised” and to strike the phrase “unless extended,” was made by Commissioner Felleman, to read as follows:

(c) The time allotted for public spoken comment shall be limited to a total of 45 minutes, unless extended at the commission’s discretion. Each speaker shall be limited to two minutes unless otherwise revised ~~[UNLESS EXTENDED]~~ by the presiding officer.

The primary amendment carried.

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

Opposed: (0)

The motion, to amend Resolution No. 3818, Article III, Section (5)(d), Duties of the President, Oversight of the office of the commission” to repeal paragraph (d) in its entirety, removing oversight of the Commission Office from the duties of the President and reenacting it under Article II, Commissioners, paragraph (11), “Oversight of the office of the commission and the commission chief of staff,” was made by Commissioner Mohamed, to read as follows:

(11) Oversight of the office of the commission and the commission chief of staff. The Commission, as a body, coordinated by the commission president, shall provide oversight and review of the performance of the commission chief of staff according to the Commission office standard operating procedures. The commission chief of staff shall be responsible for the organization and management of the office of the commission, according to the Commission office standard operating procedures. The commission chief of staff shall consult with the commission regarding the performance evaluation, hiring, and firing of staff of the office of the commission.

The primary amendment carried.

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

Opposed: (0)

The motion, to amend Resolution No. 3818, Article IV, Section (8)(a), Executive sessions, to insert a sentence at the end of the paragraph to read as follows: "Periodic review of executive sessions shall occur by outside counsel for Open Public Meetings Act compliance," was made by Commissioner Mohamed, to read as follows:

(a) Executive sessions shall be closed to the public pursuant to the limitations imposed by state law, including but not limited to the Open Public Meetings Act, Chapter 42.30 RCW. No final actions shall be taken during an executive session. Executive sessions may be held only during a regular or special meeting of the port commission and may be held at any time following convening of the public meeting in accordance with the procedures required by statute and described in these bylaws. Periodic review of executive sessions shall occur by outside counsel for Open Public Meetings Act compliance.

The primary amendment carried.

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

Opposed: (0)

The main motion, as amended, to adopt Resolution No. 3817, carried by the following vote:

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

Opposed: (0)

10b. Order No. 2024-03: An Order of the Port of Seattle Commission to Update the Port's Diversity in Contracting Goals for 2024.

Request document(s) included an order and presentation.

Presenter(s):

Tyler Emsky, Commission Strategic Advisor, Commission Office
Mian Rice, Director, Diversity in Contracting

Clerk Hart read Item 10b into the record.

Tyler Emsky, Commission Strategic Advisor, was joined by Mian Rice, Director of Diversity in Contracting, to introduce and overview the order setting 2024 Diversity in Contracting WMBE spending goals.

The order was read into the record.

The motion, made by Commissioner Calkins, to adopt Order No. 2024-03, carried by the following vote:

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

Opposed: (0)

11. PRESENTATIONS AND STAFF REPORTS

11a. Tourism Development Briefing.

Presentation document(s) included agenda memorandum and presentation.

Presenter(s):

Dave McFadden, Managing Director, Economic Development Division
Nick Leonti, Director of Tourism Development

Clerk Hart read Item 11a into the record.

Executive Director Metruck introduced the item and presenters.

The presentation addressed tourism statistics and trends; international tourism marketing; marketing highlights; media generated; responsible travel; tourism grant programs; and 2024 tourism grant refinements.

Discussion ensued regarding:

- the status of tourism with Asian markets and slow return to prior leisure market trends; and
- sustainable tourism and providing certification acknowledgements for international travelers' information.

Members of the Commission thanked staff for their report.

11b. 2024 Local, Regional and Community Engagement Policy Priorities Briefing.

Presentation document(s) included agenda memorandum and presentation.

Presenter(s):

Sabrina Bolieu, Regional Government Relations Manager, External Relations
Dave Kaplan, Local Government Relations Manager, External Relations
Samantha St. John, East King County Community Government Relations Manager, External Relations

Clerk Hart read Item 11b into the record.

Executive Director Metruck introduced the item and presenters.

The presentation addressed:

- 2023 priorities advancements;
- 2024 priorities alignment in furtherance of Port Century Agenda goals; and
- incorporating Commission feedback into the final agenda for Commission approval at the February 13, 2024, meeting.

Discussion ensued regarding the status of Port actions with respect to the sound mitigation program; scope of the program; voluntary participation in the program; accelerating sound insulation efforts; prioritizing those closest to the airport and addressing need for those who have not yet participate in the program; beginning assessment of failed packages in 2024; and development of a survey process to use in failed package assessments.

Discussion continued regarding:

- tribal internship
- truck parking; and
- renewing the economic impact report previously used by the Port in 2024.

Members of the Commission thanked staff for their report.

12. QUESTIONS on REFERRAL to COMMITTEE and CLOSING COMMENTS

None.

13. ADJOURNMENT

There was no further business and the meeting adjourned at 2:04 p.m.

Prepared:

Attest:

Michelle M. Hart, Commission Clerk

Ryan Calkins, Commission Secretary

Minutes approved: February 13, 2024



**COMMISSION
AGENDA MEMORANDUM**

Item No. 8b

ACTION ITEM

Date of Meeting February 13, 2024

DATE: February 06, 2024
TO: Steve Metruck, Executive Director
FROM: Eloise Olivar, AFR Senior Manager Disbursements
SUBJECT: **Claims and Obligations –January 2023**

ACTION REQUESTED

Request Port Commission approval of the Port Auditor’s payment of the salaries and claims of the Port pursuant to RCW 42.24.180 for payments issued during the period January 1 through 31, 2024 as follows:

Payment Type	Payment Reference Start Number	Payment Reference End Number	Amount
Accounts Payable Checks	951695	952114	\$12,421,331.89
Accounts Payable ACH	062391	063490	\$62,451,681.93
Accounts Payable Wire Transfers	016216	016246	\$15,962,059.71
Payroll Checks	210787	211164	\$107,636.72
Payroll ACH	1174981	1179747	\$15,384,526.63
Total Payments			\$106,327,236.88

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

OVERSIGHT

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

Meeting Date February 13, 2024

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

For the month of January 2024, over \$90,835,073.53 in payments were made to nearly 872 vendors, comprised of 2,881 invoices and over 16,042 accounting expense transactions. About 90 percent of the accounts payable payments made in the month fall into the Construction, Employee Benefits, Contracted Services, Leasehold Taxes, Payroll Taxes, Utility Expenses, Janitorial Services, Sales Taxes, Public Expense, Maintenance Inventory. Net payroll expense for the month of January was \$15,492,163.35.

Top 10 Payment Category Summary:

Category	Payment Amount
Construction	38,297,102.66
Employee Benefits	11,236,538.08
Contracted Services	10,543,858.93
Leasehold Taxes	6,444,961.56
Payroll Taxes	6,193,046.35
Utility Expenses	2,926,551.18
Janitorial Services	2,531,357.82
Sales Taxes	1,475,573.65
Public Expense	1,310,838.50
Maintenance Inventory	1,217,765.41
Other Categories Total:	8,657,479.39
Net Payroll	15,492,163.35
Total Payments:	\$106,327,236.88

Meeting Date February 13, 2024

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



Lisa Lam/Port Auditor

At a meeting of the Port Commission held on February 13, 2024, it is hereby moved that, pursuant to RCW 42.24.180, the Port Commission approves the Port Auditor’s payment of the above salaries and claims of the Port:

Port Commission



COMMISSION
AGENDA MEMORANDUM
FOR INFORMATION ONLY

Item No. 8c
Date of Meeting February 13, 2024

DATE: February 13, 2024
TO: Stephen P. Metruck, Executive Director
FROM: Karen R. Goon, Deputy Executive Director

SUBJECT: Monthly Notification of Prior Executive Director Delegation Actions January 2024

APPROVAL SUMMARY

This memo is presented for information only. Inclusion on the Consent Agenda is asking for Commission’s acknowledgement that the data has been presented to them and the public. This is notification of the following Executive Director delegated approvals that occurred in January 2024.

Category of Approval	Request#	Description of Approvals January 2024	Category Amount
Projects & Associated Contracts	1049-2023	CUSE Gate Conversion	\$540,000.00
Projects & Associated Contracts	1082-2024	EF28 EMAT Installation Upgrade	\$120,000.00
Non-Project Procurement of Goods & Purchased Service Contracts, Other Contracts, & Tenant Reimbursement	1058-2024	Veoci (Software Platform) Contract Extension	\$490,000.00
Non-Project Procurement of Goods & Purchased Service Contracts, Other Contracts, & Tenant Reimbursement	1040-2023	National Renewable Energy Laboratory (NREL) Interlocal Agreement (ILA) amendment to support additional transportation modeling	\$200,000.00
Non-Project Procurement of Goods & Purchased Service Contracts, Other Contracts, & Tenant Reimbursement	1060-2024	MOA for Permitting Support between POS and SDCI	\$440,000.00
Non-Project Procurement of Goods & Purchased Service Contracts, Other Contracts, & Tenant Reimbursement	1092-2024	Highline Heritage Partnership Memorandum of Understanding	\$0.00
Real Property Agreements	N/A	No Approvals in January	
Utilization of Port Crews	N/A	No Approvals in January	
Sale of Surplus Port Property	N/A	No Approvals in January	
Total Value of Executive Director Approvals			\$1,790,000.00

Meeting Date: February 13, 2024

TRANSPARENCY:

In approving the delegations for the Executive Director, the Commission requested that staff ensure transparency is built into the process. As a result, staff will make approvals visible to the public in two ways. First, these types of approvals will be made visible in public Commission meetings via monthly reporting like this one. Approvals are both timed and designed to be visible in a similar manner to the monthly Claims and Obligations reporting. Second, staff will publish these delegations in a PeopleSoft formatted report on the Port website in the same manner that all procurements, contracts, and other opportunities are made available to public communities.

BACKGROUND:

On January 24, 2023, the Commission approved and adopted Resolution No. 3810 that repealed related prior resolutions and increased the previously delegated Commission authority to the Executive Director and provided clarity in process directives to port staff. The approval made the Delegation of Responsibility and Authority to the Executive Director (DORA) effective on April 3, 2023.

The foundation for Resolution No. 3810 included significant data analysis, employee surveys, and internal audit recommendation. Resolution No. 3810 also aligns with the Port Century Agenda in that it helps make the Port a more effective public agency. Considerations and checks and balances have been built into the associated processes of Executive Director approvals including a high bar of transparency.

Following significant analysis and multiple Commission reviews, the Commission approved the DORA on January 24, 2023. That reporting memo is available for review on the Port website under the January 24, 2023, Commission public meeting, and it provides detailed reasoning and explanation of Resolution No. 3810.



COMMISSION

AGENDA MEMORANDUM

Item No.

8d

ACTION ITEM

Date of Meeting

February 13, 2024

DATE: January 25, 2024

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 – First Quarter 2024 Requests.

ACTION REQUESTED

Commission approval of international travel requests for known travel in the first quarter of 2024.

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: February 13, 2024

Travel Dates	No. of Attendees	Reason for Travel	Destination	Other Information
March 17-22	2	Wind Europe Conference and Offshore Wind Study Mission with Oceantic Network	Bilbao, Spain	Commissioner Hamdi Mohamed and Sam Cho will travel to Bilbao, Spain to attend the Wind Europe 2024 Conference with the Oceantic Network delegation. They will tour ports and meet companies who are involved in the Offshore Wind and Floating Offshore Wind supply chain, in order to better understand the essential role of ports in the Offshore Wind supply chain ecosystem.

ATTACHMENTS TO THIS REQUEST

None.



**COMMISSION
AGENDA MEMORANDUM**

Item No. 8e

ACTION ITEM

Date of Meeting February 13, 2024

DATE: January 25, 2024

TO: Stephen P. Metruck, Executive Director

FROM: Sabrina Bolieu, Regional Government Relations Manager, External Relations
Dave Kaplan, Local Government Relations Manager, External Relations
Melissa Parks, Government Relations Policy Analyst, External Relations
Samantha St. John, East King County Community and Government Relations
Manager, External Relations
Nate Caminos, Government Relations Director, External Relations

SUBJECT: Adopting 2024 Local, Regional and Community Engagement Policy Priorities

ACTION REQUESTED

Request Commission adoption of the 2024 local and regional government policy priorities, briefed at the January 23, 2024 Commission meeting, for staff to engage with local and regional officials and other partners in support of these priorities.

Port of Seattle government relations staff worked with Commissioners, executive team members, internal subject matter experts, and external stakeholders to develop local, regional and community engagement policy priorities and partnerships to guide Port advocacy efforts to fulfill our mission to promote economic opportunities and quality of life in the region by advancing trade, travel, commerce and job creation in an equitable, accountable and environmentally responsible manner.

Throughout 2023, staff worked to execute the 2023 regional and local policy priorities. Progress was made on many of the priorities, and current and future priorities will continue to be pursued over the next several years.

For 2024, the Local and Regional Policy Priorities are organized under the Century Agenda Goals and Objectives. The Century Agenda is the directional compass for the Port of Seattle that was introduced in 2012 and updated in 2017 and again in 2020.

These priorities are accomplished through the development of relationships with local jurisdictions and regional organizations, by both staff and elected officials, resulting in the partnerships necessary to successfully accomplish the Port’s goals. Regional engagement through the Puget Sound Regional Council, the Sound Cities Association, and others are a necessity to build these relationships.

Meeting Date: February 13, 2024

2024 LOCAL AND REGIONAL POLICY PRIORITIES

Port of Seattle Century Agenda Goals

Goal 1: Position the Puget Sound as a premier international logistics hub

Objective 1: Meet the Puget Sound region’s international trade and cargo needs in an efficient and sustainable manner.

- Support the T-5 Phase 2 Agreements and opening in 2024
- Continue support of ongoing T-46 Tenancy discussions and the future WOSCA site
- Support freight improvements and the efficiency of the heavy haul network
- Advocate for overnight truck parking and electrification in Seattle and across the region, including a full truck stop and weigh station in North Bend

Objective 2: Support the continued success and competitiveness of the NWSA.

- Support alignment of goals with the Northwest Seaport Alliance
- Continue assurance of no net loss of Industrial Lands
- Expand ownership along the waterfront

Goal 2: Advance this Region as a Leading Tourism Destination and Business Gateway

Objective 3: Continuously improve the operational efficiency and customer experience at SEA.

Objective 4: Strengthen the competitiveness of SEA in the regional and global markets.

- Continue to educate the local communities in advance of the release of the SAMP NTP draft environmental reviews in Q4 2024, and about their opportunities to engage
- Collaborate with tourism partners to promote responsible tourism that promotes our natural assets while minimizing cultural and ecological impacts
- Promote key initiatives that connect tourists to special events and offerings throughout the region (including Eastside events like the Bellevue Bellhop program, Woodinville wine, and the waterfront shuttle)
- Work with local and regional partners to build infrastructure and plan for service delivery in advance of the 2026 FIFA World Cup including improvements at SEA and the Elliot Bay Connections effort
- Promote eco-tourism, including responsible outdoor recreation

Objective 5: Meet the region’s air transportation needs by delivering vital facilities and infrastructure in a sustainable and cost-effective manner.

Goal 3: Responsibly Invest in the Economic Growth of the Region and all its Communities

Meeting Date: February 13, 2024

Objective 6: Increase career and business opportunities for local communities in all port-related industries.

- Support equitable and inclusive programs to support small businesses like the Small Business Export Accelerator and the Community Business Connector Initiative
- Advocate for Youth Maritime Workforce Development, CORE plus, and the Seattle Maritime Academy
- Expand Green Job opportunities and retraining of existing skilled workers to Green Jobs
- Explore land acquisition, to expand industrial lands

Objective 7: Advance maritime industries through innovation, strategic investment and capable management of Port facilities.

- Explore the Port’s involvement and use of Port facilities for alternative fuels, including hydrogen production, storage and distribution
- Explore the use of Port resources to support the offshore wind supply chain.
- Promote development and support for the Maritime Innovation Center
- Develop Terminal 106, and Terminal 91 to support industrial warehousing and manufacturing

Objective 8: Expand the economic, cultural and community benefits of Cruise Operations while preserving industrial lands.

- Support the development of a Green Corridor for cruise
- Continue to explore expanding opportunities for local and diverse businesses in supplying goods and services to the cruise industry

Goal 4: Be the Greenest and Most Energy-Efficient Port in North America

Objective 9: Meet all increased energy needs through conservation and renewable sources.

Objective 10: Meet or exceed agency requirements for stormwater leaving Port-owned or operated facilities.

Objective 11: Reduce air pollutants and carbon emissions.

- Support the development of a Green Corridor for Cruise
- Advance waterfront electrification efforts, such as shore power at Pier 66
- Foster the Clean Truck Collaborative Program led by the NWSA
- Continue to further the development of Sustainable Aviation Fuels for use at SEA
- Support the kelp research and restoration efforts with the Seattle Aquarium.
- Support decarbonization of shipping

Meeting Date: February 13, 2024

- Initiate implementation of the Port’s Environmental Land Stewardship strategies

Objective 12: Restore, create, and enhance 40 additional acres of habitat in the Green/Duwamish habitat.

- Continue to steward Maritime Parks, especially those in the Duwamish to support port values and better serve near port communities
- Meet our obligations for Duwamish Vision 2050, cleanup of the East Waterway

Goal 5: Become a Model for Equity, Diversity and Inclusion

Objective 13: Increase utilization of WMBE and DBE firms and eliminate disparity of access to opportunities.

- Further WMBE and Diversity in Contracting
- Implement Portgen Minority Business Accelerator
- Support next steps and explore partnerships in the development of a South King County International Public Market with a final report ready in Spring 2024

Objective 14: Ensure that all internal and external programs, structures and practices provide equitable opportunities for all.

- Meet regularly with Tribal leaders and affiliated organizations in the state and region to build, strengthen and sustain the government-to-government and community-to-community relationships with the Port of Seattle
- Implementing the work plans as developed in the Muckleshoot and Suquamish Tribes MOA’s
- Further discussions and negotiations with Native American tribal governments or tribal governments’ supported entities, such as the Northwest Indian Fish Commission, in hopes of creating mutually beneficial agreements and partnerships between the port and those tribal governments
- Continue to hold interjurisdictional meetings with the Beacon Hill, Georgetown, and South Park communities and the advancement of the South Seattle Roundtable series
- The Office of Equity, Diversity, and Inclusion will lead internal efforts and provide technical support to Port divisions and departments in order to advance the Port’s Century Agenda via equity best practices and environmental justice principles
- Support and promote the Duwamish Valley Community Equity Program and the South King County Community Impact Fund grant programs
- Include anti-human trafficking efforts and promote access to services for human trafficking survivors

Meeting Date: February 13, 2024

- Begin equitable community engagement in advance of the Part 150 noise study, including outreach to owners and initiation of inspections for “failed packages” by Q3 2024

Objective 15: Advance regional workforce development in port-related industries to provide equitable access to quality careers.

- Support the Tribal Engagement Internship Program
- Expand Green Jobs strategies in Port sectors, support regional coordination efforts (i.e., inter-governmental, public-private partnerships) for green jobs workforce development
- Support career connected learning programs and education institutions (Seattle Maritime Academy, Maritime High School, Career and Technical Education (CTE) programs)
- Advocate and explore opportunities to expand the provision of childcare, to the benefit of Port and airport employees
- Continue to support equitable access for BIPOC communities and women into quality jobs in port sectors with investments in outreach training, retention, navigation
- Support stronger collaboration with regional agencies, the regional workforce development boards, and USDOT
- Develop stronger industry relations to ensure effective placement of youth and adults into “in-demand” jobs
- Lead conversations with public agencies and employers on developing best practices for respectful work sites to support retention of historically underrepresented workers in Port-related industries

Goal 6: Be a Highly Effective Public Agency

Objective 16: Advance the Port's dedication to employee engagement, safety, innovation, and financial stewardship.

Objective 17: Foster an environment of transparency, accountability, respect, leadership, and fairness to give Port staff the tools to be exceptional public servants.

Objective 18: Partner and engage with external stakeholders to build healthy, safe and equitable communities.

- Engage with local and regional partners and identify opportunities for collaboration on how to replace infrastructure, in transitioning away from fossil fuels
- Continue to advocate for regulatory approval and transition to PFAS-free fire-fighting foams
- Engage with the community and local and regional partners regarding the future of North SeaTac Park

Meeting Date: February 13, 2024

- Develop the Port’s environmental justice principles with internal and external stakeholders to further environmental justice goals and ensure meaningful community engagement for healthier communities

Objective 19: Set the standard for high-quality, cost-effective, and timely delivery of capital programs

- Encourage the optimized use of SEA Pre-Conditioned Air Systems
- Explore partnerships for SEA Bike and Pedestrian Commuter Improvements
- Continue the work of the Sound Insulation program to meet the 2026 goal
- Promote awareness of Upgrade SEA projects

ATTACHMENTS TO THIS REQUEST

- (1) Presentation slides

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

January 23, 2023 – The Commission was briefed on the 2024 Local and Regional Policy Priorities.

January 10, 2023 – The Commission approved amended 2023 Local and Regional Policy Priorities.

December 13, 2022 – The Commission was briefed on 2023 Local and Regional Policy Priorities

March 8, 2022 – The Commission approved the 2022 Local and Regional Policy Priorities

February 8, 2022 – The Commission was briefed on 2022 Local and Regional Policy Priorities

January 26, 2021 – The Commission approved the 2021 Local and Regional Policy Priorities.

January 12, 2021 – The Commission was briefed on 2021 Local and Regional Policy Priorities

February 25, 2020 – The Commission approved the 2020 Local and Regional Policy Priorities

February 11, 2020 – The Commission was briefed on 2020 Local and Regional Priorities.

January 22, 2019 – The Commission approved 2019 Local and Regional Policy Priorities.

January 8, 2019 – The Commission was briefed on 2019 Local and Regional Policy Priorities.

February 27, 2018 – The Commission approved 2018 Local and Regional Policy Priorities.

February 13, 2018 – The Commission was briefed on 2018 Local and Regional Priorities

2024 Local and Regional Policy Priorities Commission Adoption

Sabrina Bolieu, Regional Government Relations Manager, External Relations

Dave Kaplan, Local Government Relations Manager, External Relations

Samantha St. John, East King County Government Relations, External Relations



Overview

- 2023 Priorities Advancement
 - Progress made on advancing Port priorities in 2023
- 2024 Priorities track with the Port's Century Agenda Goals and Objectives
 - Priorities aligned in furtherance of the six Century Agenda Goals
- Next Steps
 - Incorporate Commission feedback
 - Seek adoption at February 13th meeting



2023 Local & Regional Priorities Advancement

- Maritime and Industrial Lands Policy Passage
- Deepened the Port's presence and partnerships on the Seattle Waterfront including the Aquarium MOU and Pier 66 electrification
- 2018 ILA with SeaTac continued to 2028
- Tribal MOU's –Muckleshoot and Suquamish Tribes
- South Seattle Roundtables addressing airport concerns
- Discussions of regional overnight drayage truck parking and safety

2024 Local & Regional Policy Priorities

Century Agenda Goal 1: Position the Puget Sound as a premier international logistics hub

- Work to facilitate full use of Port facilities (T-5 Phase 2, T-46 Tenancy, and the future WOSCA site)
- Support the alignment of goals with the Northwest Seaport Alliance
- Continue no net loss of industrial lands, and identify opportunities to expand ownership along the waterfront



2024 Local & Regional Policy Priorities

Century Agenda Goal 2: Advance this Region as a Leading Tourism Destination and Business Gateway

- Continuously improve operational efficiency and customer experience at SEA (Upgrade SEA)
- Strengthen the competitiveness of SEA in regional and global markets
- Meet the region's air transportation needs by delivering vital facilities and infrastructure in a sustainable and cost-effective manner (SAMP NTP)
- Optimize Port facilities in preparation for the 2026 FIFA World Cup



2024 Local & Regional Policy Priorities

Century Agenda Goal 3: Responsibly Invest in the Economic Growth of the Region and all of its Communities

- Promote eco-tourism, including responsible outdoor recreation
- Educate local communities about business support and opportunities, such as the Small Business Export Accelerator, Community Business Connector Initiative, and opportunities to supply goods and services to the Cruise industry
- Continue the development of a Green Corridor for Cruise



2024 Local & Regional Policy Priorities

Century Agenda Goal 3: Responsibly Invest in the Economic Growth of the Region and all of its Communities

- Advocate for Youth Maritime Workforce Development, CORE plus, and the Seattle Maritime Academy
- Continue to explore the Port's involvement and use of Port resources for alternative fuels, including hydrogen production, storage, distribution, and support for the Off-Shore Wind supply chain
- Support the ongoing work of the Duwamish Valley Community Equity Program



2024 Local & Regional Policy Priorities

Century Agenda Goal 4: Be the Greenest and Most Energy-Efficient Port in North America

- Support decarbonization of the waterfront, including shore power at Pier 66, shipping decarbonization, and fostering the Clean Truck Program
- Support decarbonization of the airport, including the development of Sustainable Aviation Fuels for use at SEA
- Support the Kelp-Seaweed research and restoration efforts with the Seattle Aquarium



2024 Local & Regional Policy Priorities

Century Agenda Goal 4: Be the Greenest and Most Energy-Efficient Port in North America

- Steward Maritime Parks, especially those in the Duwamish, to support Port values and better serve near-Port communities
- Meet the Port's obligations for cleanup and remediation of key sites, including the East Waterway
- Implement cleanup by leading with inclusive environmental justice principles and community engagement



2024 Local & Regional Policy Priorities

Century Agenda Goal 5: Become a Model for Equity, Diversity, and Inclusion

- Further WMBE and Diversity in Contracting
- Minority Business Accelerator
- Support the next phase of the study surrounding development of a South King County International Public Market
- Continue to hold interjurisdictional South Seattle Roundtable meetings with the Beacon Hill, Georgetown, and South Park communities
- Tribal Engagement Internship Program
- Duwamish Valley Community Equity Program
- Equitable community engagement in advance of the Part 150 noise study, including outreach to owners and initiation of inspections of “failed packages” by Q3 2024



2024 Local & Regional Policy Priorities

Century Agenda Goal 5: Become a Model for Equity, Diversity, and Inclusion

- Expand Green Jobs strategies in Port sectors, support regional coordination efforts (i.e. inter-governmental, public-private partnerships) for green jobs workforce development
- Support career connected learning programs and education institutions (Seattle Maritime Academy, Maritime High School, Career and Technical Education (CTE) programs)
- Continue to support equitable access for BIPOC communities and women into quality jobs in Port sectors with investments in outreach, training, retention, and navigation



2024 Local & Regional Policy Priorities

Century Agenda Goal 5: Become a Model for Equity, Diversity, and Inclusion

- Lead conversations with public agencies and employers on developing best practices for respectful work sites, to support retention of historically under-represented workers in Port-related industries
- Modeling the Port's EDI Goals to partner with and support local jurisdictions in our collaborative efforts to become a more equitable, diverse, and inclusive region.



2024 Local & Regional Policy Priorities

Century Agenda Goal 6: Be a Highly Effective Public Agency

- Engage with local and regional partners and identify opportunities for collaboration on how to replace infrastructure, in transitioning away from fossil fuels
- Continue to advocate for regulatory approval and transition to PFAS-free firefighting foams
- Advocate for the long-term health of North SeaTac Park
- Continue to educate the community on the Port's Land Stewardship Plan



2024 Local & Regional Policy Priorities

Century Agenda Goal 6: Be a Highly Effective Public Agency

- Develop the Port's environmental justice principles with internal and external stakeholders to ensure meaningful community engagement for healthier communities
- Explore partnerships for SEA bike and pedestrian commuter improvements
- Continue the work of the Sound Insulation Program to meet the 2026 goal



Next Steps

- Today – Seek Commission Adoption
- Produce the two-page summary
- Share our top priorities in our meetings with other jurisdictions and key local and regional stakeholders during the year



**COMMISSION
AGENDA MEMORANDUM**

Item No. 8f

ACTION ITEM

Date of Meeting February 13, 2024

DATE : January 19, 2024

TO: Stephen P. Metruck, Executive Director

FROM: Janice Zahn, Director Engineering Services
Brian Sweet, Assistant Engineering Director

SUBJECT: Construction Management Testing and Special Inspection Services IDIQ Agreements

Amount of this request: \$0

Total estimated project cost: \$6,000,000

ACTION REQUESTED

Request Commission authorization for the Executive Director to execute up to three (3) indefinite delivery, indefinite quantity consultant agreements for services related to Construction Testing and Special Inspection Services with a cumulated total amount not to exceed \$6 million. Each contract will have a five-year ordering period. No funding is associated with this request; funding to utilize these contracts will come separately from individual project authorizations.

EXECUTIVE SUMMARY

Within the next five (5) years, over 50 projects, which includes major construction, tenant and terminal and infrastructure projects at the Seattle Tacoma International Airport and Seaport locations, are identified as having construction costs over \$300,000 per project. This excludes larger projects that will require project specific agreements such as Baggage Optimization Phase 3 and South Concourse Evolution. These IDIQ agreements will provide services that require the use of third-party agencies to perform these tests and special inspections on construction projects.

This authorization will only authorize the execution of the contracts. A service directive will be issued for each project authorizing the consultant to perform a specific scope of work only after staff has received authorization for the project in accordance with Port policies and procedures.

Each agreement/contract will have a five-year ordering period during which services may be separately authorized. The Port will not issue any service directives in excess of each contract's value or after expiration of the contract ordering period.

Meeting Date: February 13, 2024

JUSTIFICATION

The current Testing and Special Inspection Service Agreements are reaching or have reached their awarded contract value. Fully utilizing one agreement has increased the utilization rate of the other two agreements and these will reach their awarded value faster. When originally executed in early 2021, the contract values requested were estimated based on projected project needs to provide necessary services for 4 years. Actual project needs, including planned projects and unplanned projects, have consumed the available contract values sooner than expected. It is anticipated that all contracts will be out of funds by mid-year 2024.

Diversity in Contracting

Due to the nature of these services, subcontracting may not be feasible, however WMBE participation opportunities are available for priming of this service. Past award winners have been WMBE firms. Project staff along with the Diversity in Contracting Department will reach out and notify WMBE firms of this opportunity.

DETAILS

Three contracts will be awarded; contract value with a combined value of \$6 million will be awarded.

Scope of Work

The services required under these contracts is Special Testing and Inspection services in support of various Port projects, including projects related to the Northwest Seaport Alliance. The scope of work will be special testing and inspection services on Port construction or tenant projects. Many projects require 3rd party testing and inspection services which are tests and inspections that Port staff cannot perform. Some of the inspections that require 3rd party testing are but not limited to:

- (1) Concrete
- (2) Structural Steel
- (3) Anchor Bolt
- (4) Fireproofing/Firestopping

ALTERNATIVES AND IMPLICATIONS CONSIDERED

Alternative 1 – Procure individual project specific contracts - This alternative would require the lengthy and costly process of selecting consultants for each project, thus requiring increased lead time, additional management oversight, additional administrative preparation, and increased advertising fees. This is not a viable alternative if the Port is committed to best practices for capital project delivery and meeting our business sponsor needs.

Meeting Date: February 13, 2024

Cost Implications: Potential impact to project schedules with a strong likelihood of additional project costs due to individualized procurements and construction delays

Pros:

- (1) Selecting the best consultant to meet the individual specific project expertise.

Cons:

- (1) This alternative would require the lengthy and costly process of selecting consultants for each project, thus requiring increased lead time, additional management oversight, additional administrative preparation, and increased advertising fees. In 2023 alone, over 40 Service Directives were issued ranging in amounts from \$2,000.00 to \$200,000.00 depending on project needs.
- (2) Consulting companies interested in this work would need to spend more money preparing proposals as part of the selection process.
- (3) Construction could be delayed due to the time to procure a contract.

This is not the recommended alternative.

Alternative 2 – Advertise and execute multiple IDIQ contracts for Special Testing and Inspection Services to allow for the efficient and cost-effective use of consultants to provide the services required by Engineering.

Cost Implications: Procurement process costs are incurred only once

Pros:

- (1) Efficient and effective use of Port staff procuring contracts that address multiple projects.
- (2) Efficient and cost-effective use of consultant’s resources through reduction of the number of proposals being submitted.
- (3) Significantly reduces risk associated with potential project schedule delay due to an inability support a construction project.
- (4) Having multiple testing and inspection firms ensures the Port has properly certified inspectors and firms available when project work is required.

Cons:

1. Testing and inspection work is required during construction and not having a procurement processed in a timely manner could delay a project.

This is the recommended alternative.

FINANCIAL IMPLICATIONS

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

Meeting Date: February 13, 2024

ATTACHMENTS

None.

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

November 17, 2020 – The Commission authorized cumulative value of \$2 Million for 3 IDIQ contracts



**COMMISSION
AGENDA MEMORANDUM**

Item No. 8g

ACTION ITEM

Date of Meeting February 13, 2024

DATE: February 6, 2024

TO: Stephen P. Metruck, Executive Director

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

SUBJECT: New collective bargaining agreement between the Port of Seattle and the PROTEC17, representing Airport Duty Managers (ADM)

Total Port Cost Increase for the Duration of the Agreement: \$957,403.00

ACTION REQUESTED

Request Commission authorization for the Executive Director to execute a new collective bargaining agreement (CBA) between the Port of Seattle and PROTEC17, representing Airport Duty Managers at the Port of Seattle covering the period from May 21, 2022, through May 20, 2025.

EXECUTIVE SUMMARY

Good faith bargaining between the PROTEC17, representing Airport Duty Managers and the Port of Seattle resulted in a fair collective bargaining agreement (CBA) consistent with Port’s priorities.

There are currently fourteen (14) Airport Duty Managers employed at the Port of Seattle who oversee the day-to-day operation of the Airport, ensuring the airport operates safely, efficiently, and in compliance with regulation. They fix/solve or route issues to the proper team to solve. This position is a highly visible public facing representative of the airport operations. The Airport Duty Manager is the primary point-of-contact for day-to-day information regarding safety, emergencies, compliance construction, airlines, passengers and tenants.

This agreement is for a three-year period from May 21, 2022, through May 20, 2025. The estimated total additional cost for wages and benefit increases is \$957,403.00. The estimated additional cost per year of the contract is: year one, \$234,234.00; and year two, \$439,149.00; and year three \$284,020.00. The cost is based on an annual wage increase of 8% year 1, 6% year 2. Additionally in year 3, employees will move to a step progression scale based on tenure and a COLA increase of 0-6%, based on the CPI-U February to February index.

Meeting Date: February 13, 2024

This is the first Collective Bargaining Agreement between PROTEC17 and the Port following PERC’s certification of the bargaining unit in 2021.

Language was included under the Employment Opportunity provision acknowledging the Port and the Union commitment to equity, diversity, and inclusion.

JUSTIFICATION

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

DETAILS

Term of the Agreement

Retroactive to May 21, 2022, through May 20, 2025.

FINANCIAL IMPLICATIONS

Wages

Classification	Current Rate	Effective 5/21/22 Base Hourly Rate (8%)	Effective 5/21/23 Base Hourly Rate (6%)	Effective 5/21/24 Annual Salary Move to Step progression based on tenure	Effective 5/21/24 Annual Salary CPI-U 0-6% (Feb 2024) *Estimated numbers below based on 4.4%
Airport Duty Manager	\$91,594.00 – 95,729.16	\$98,921.52 – \$103,387.49	\$104,856.81 – \$109,590.74	Step 1 – \$108,000 Step 2 – \$112,000 Step 3 – \$116,000 Step 4 – \$120,000	Step 1 – \$114,480 Step 2 – \$118,720 Step 3 – \$122,960 Step 4 – \$127,200

Employees were provided with an eight percent (8%) increase in year one of the agreement; a six percent (6%) increase in year two of the agreement. In year three of the agreement employees move to a step progression system based on tenure in position with Step 1 - \$108,000 annual salary, Step 2 - \$112,000 annual salary, Step 3 – \$116,000 annual salary, and Step 4 – 120,000. Additionally, a cost-of-living increase in year three of the agreement 0-6% based on the Seattle/Tacoma/Bellevue CPI-U (All Urban Consumers) February to February Index.

Other Changes

- Equal Employment Opportunity modified to reflect the Port and Union’s commitment to diversity, equity, and inclusion.

ATTACHMENTS TO THIS REQUEST

1. Collective Bargaining Agreement

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

None.

Agenda Item: 8g_attach1
Meeting Date: February 13, 2024

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE PORT OF SEATTLE

AND

**PROFESSIONAL AND TECHNICAL EMPLOYEES,
LOCAL UNION #17**

REPRESENTING AIRPORT DUTY MANAGERS

MAY 21, 2022 – MAY 20, 2025

ARTICLE 1 - PURPOSE OF AGREEMENT

This mutual Collective Bargaining Agreement (hereinafter referred to as the Agreement) has been entered into by PROTEC17 (hereinafter referred to as the Union), and the Port of Seattle (hereinafter referred to as the Port), collectively herein referred to as the Parties. The purpose of this Agreement is the promotion of harmonious relations between the Port and the Union; the establishment of equitable and peaceful procedures for the resolution of differences; and setting forth the mutual understandings of the Parties as to wages, hours, and other conditions of employment.

ARTICLE 2 – UNION RECOGNITION AND PAYROLL DEDUCTION

The Port recognizes the Union as the sole and exclusive bargaining agent for all Airport Duty Managers employed by the Port of Seattle, excluding supervisors, confidential employees, and all other employees, as identified in Public Employment Relations Commission decision number 13413.

The parties agree that the scope of work historically performed by members of this bargaining unit will continue to be performed as it historically has by bargaining unit employees.

Automatic Payroll Deduction

Upon receipt by the Union of written authorization individually signed by the employee, the Port will deduct from the pay of such employee the amount of dues, assessments, and initiation fees as certified by the Union. Such authorization for deductions may be in writing, electronically, or through recorded voice. The Port shall transmit such fees to the Union once each month on behalf of the members involved along with a detailed report listing the hours that each member worked. If a deduction error is identified, the error will be addressed as soon as practicable.

Dues Deduction Cancellation

An employee may cancel their payroll deduction of dues and fees in accordance with the terms of the Union's payroll deduction authorization form by giving written notification to the Union. If the Union receives such written notification, confirmation will promptly be sent to the Port by the Union when the terms of the employee's signed payroll deduction authorization form regarding cancellation have been met.

The Port will make every effort to end the automatic dues deduction effective on the first pay period but no later than the second pay period after receipt of the written cancellation notice.

The Port will not cancel the payroll deduction without the Union’s authorization or confirmation.

Indemnification

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

ARTICLE 3 – UNION RIGHTS, ACCESS, AND USE OF PORT RESOURCES

Union Access

The Port agrees to allow reasonable access to Port facilities for Union Representatives who have been authorized by the Union. Such access shall be permitted in a manner as not to interfere with the functions of the Port. This Article shall apply within the constraints of federal and state regulations and statutes, and shall be consistent with the regulations controlling the Airport Operations Area and the Airport Security Plan.

New Employee Orientation

The Port agrees to notify the Union of any new employees employed in classifications covered by this Agreement within ten (10) days from date of hire. The Union, through a Shop Steward, Union Member, or Union Representative shall at a mutually agreeable time with the employer be provided with, at a minimum, thirty (30) minutes during the employees’ new hire orientation program in order to meet with the employee(s) to present information concerning the rights, responsibilities of the bargaining unit and Union membership as an employee, which may, when operationally feasible, be performed during the Steward’s normally scheduled workday with management’s approval.

Bulletin Boards

A bulletin board shall be provided by the Port and placed in an area which is accessible to all PROTEC17 members. It is understood and agreed that only the Union shall maintain the bulletin board and no material shall be posted which is obscene, defamatory, or which would impair Port operations.

Shop Steward(s)

The Union may designate a shop steward or stewards who shall be the Union representative on the job. Absent mutual agreement between the Union and the Port, time spent by stewards involving Union activities shall not have a significant adverse impact on the steward’s time to carry out their job assignment.

No Strike/No Lockout

The Port and the Union agree that the public interest requires the efficient and uninterrupted performance of all Port services. The Union will not authorize a strike and the Port will not lockout employees. The Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage, strike, slow down or other interference with Port functions.

Use of Port Resources

Union Stewards may make limited use of the Employer's telephones, FAX machines, copiers, email, and similar equipment and resources for purposes of contract administration and notice distribution. All use of Port resources shall be in compliance with the Port's policies governing use of public resources and shall not interfere with operations or service to the public.

ARTICLE 4 – SENIORITY

The Port shall maintain one (1) seniority roster for the ADMs. Seniority, except as modified by this agreement, is the employee's most recent date of hire into the ADM classification, except as noted below. For the purposes of this article, "date of hire" is defined as the employee's first day of work.

If there are multiple employees hired on the same day into the bargaining unit, seniority will be determined by interview ranking. The Employer will promptly notify the Union of the result of the rankings.

ARTICLE 5 - PROBATIONARY PERIOD

Probationary period, an extension of the hiring process, is the period of time from the day a newly hired or rehired employee begins work at the Port of Seattle through the end of the sixth month of employment in the same position. Probationary employee means a newly hired or rehired employee who has not yet successfully completed the six-month probationary period is expected to establish a consistent, acceptable level of performance and behavior that is sufficient to retain their employment.

During the probationary period, employees may be terminated without cause and without recourse to the grievance procedure.

The probationary period may be extended by mutual agreement of the parties.

ARTICLE 6 - JUST CAUSE, DISCIPLINE, PERSONNEL FILES

The Port shall not discipline a non-probationary employee without just cause. Except in cases which warrant immediate suspension or termination, discipline shall be corrective not punitive, and shall be progressive in nature. Employees have the right to Union representation during any meeting with the Port related to the investigation of actions which may lead to discipline. Discipline issued to employees will generally remain confidential between the employee and the Port, though the parties acknowledge the Port is a public employer.

Airport Duty Manager CBA – Redline

Discipline, to be considered as valid, must be issued in writing to the affected employee and the Union. Discipline shall not be used to progress to a higher level of discipline after eighteen (18) months from the date of original issuance unless a similar or related offense is committed within that period. The eighteen (18) month timeline does not apply to discipline issued for misconduct which warrants an immediate suspension.

Employees may review their own personnel files in accordance with the Port's Employees' Personnel Files Policy, HR-4.

ARTICLE 7 – GRIEVANCE PROCEDURE

For the purpose of this Agreement, the term "grievance" means any dispute between the Port and the Union; or between the Port and any employee concerning the effect, interpretation, application, claim of breach, or violation of this Agreement; or any dispute that may arise between the parties. The Union and Employer agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity, informally, and at the lowest level. To that end, all supervisors and employees are encouraged to engage in free and open discussions about disputes and to engage in problem resolution. If such an informal manner cannot resolve the dispute, this Article provides a formal process for problem resolution.

All grievances must be filed in writing within fifteen (15) business days after they occur or first knowledge that a grievance exists. All grievances shall contain a statement of the relevant facts, the specific section(s) of the Agreement allegedly violated, remedy sought, and then processed in accordance with the following grievance procedure:

Step 1: The dispute or grievance shall be filed with the department manager by the Shop Steward or Union Representative and the aggrieved employee. The manager must give their response within fifteen (15) business days.

Step 2: In the event no settlement is reached within fifteen (15) business days, the employee or the employee's representative shall then, within fifteen (15) business days, move the grievance to the Senior Manager of Airport Operations or designee. The Senior Manager of Airport Operations or designee shall make every effort to resolve the alleged grievance within fifteen (15) business days after submission.

Step 3: If no settlement is reached within fifteen (15) business days, the parties may mutually agree to move the grievance to the Board of Adjustment (BA).

The BA shall consist of a Union Representative and up to two (2) members of the bargaining unit selected by the Union, and up to three (3) persons selected by the Port. The BA will meet within fifteen (15) business days of the request to discuss and attempt to resolve the grievance.

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Any resolution reached by the BA shall be put in writing and signed on behalf of the Port and the Union.

Step 4: If the parties do not mutually agree to move the grievance to the BA, or do not reach a resolution at the BA within fifteen (15) business days, upon mutual agreement, the Port and the Union may, within seven (7) business days, agree to submit the grievance to a mediator appointed by the Public Employment Relations Commission (PERC) or another mutually agreed upon mediator for mediation. If mediation fails to resolve the issue(s), or if both parties do not agree to submit the grievance to mediation, then the matter may be referred to arbitration by the grieving party.

Nothing said or done by the parties or the mediator during the grievance mediation can be used in the arbitration proceeding.

Step 5: In the event no settlement is reached by the Union and the Port within thirty (30) business days of the Step 3 meeting, either party shall have the right to submit a demand for arbitration. Within seven (7) business days after the demand for arbitration, the Union and the Port shall mutually agree upon an arbitrator. If the parties fail to agree, the grieving party shall, within seven (7) business days, request a list of seven (7) qualified neutrals from the Federal Mediation and Conciliation Service (FMCS) or PERC. Within seven (7) business days after receipt of the list, the Union and the Port shall alternately strike the names on the list, and the remaining name shall be the arbitrator.

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 their decision solely to the interpretation, application, or enforcement of this Agreement. The arbitrator shall confine themselves to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to them. The decision of the arbitrator shall be final and binding upon the aggrieved employee, Union, and the Port.

Each party will bear its own costs of presenting grievances and/or arbitrations under this agreement. The Port and the Union shall share equally the fees and expenses of the arbitrator.

The grievance procedure and arbitration provided herein shall constitute the sole and exclusive method of determination, decision, adjustment, or settlement between the parties of any and all grievances as herein defined; and the grievance procedure and arbitration provided herein shall constitute the sole and exclusive remedy to be utilized by the parties hereto for such determination, decision, adjustment, or settlement of any and all grievances as herein defined.

Any time specified herein shall not include any time on any Saturday, Sunday, or holiday. Time limits may be extended by mutual agreement.

ARTICLE 8 – REDUCTION IN FORCE AND RECALL RIGHTS

Reduction in Force

One purpose of classification seniority is to give credit to employee service in layoff and recall situations. In the event of a reduction in force, written notice will be provided at least (2) weeks prior to termination. Employees will be laid off and recalled according to classification seniority; thus the last employee hired into the ADM classification shall be the first laid off from that classification if there is a reduction in force. Employees who have been disciplined within the last 18 months may be laid off out of seniority order.

Recall to Classification

Employees laid off will be entitled to be recalled in their original classification seniority order to the ADM classification for a period of 12 months following the layoff. Recalled employees will suffer no loss in Seniority.

ARTICLE 9 – 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 covered employees shall be changed, modified, or otherwise affected, without meeting the Port’s obligations with the Union.

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 in accordance with the Port’s Corrective Action and Progressive Discipline Policy, HR-18;
- (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;

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- (f) To control the Departmental budget, and if deemed appropriate by the Port, to implement a reduction in force;
- (g) To schedule training and hours of work 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' PTO and other leaves;
- (j) To take whatever actions are necessary in emergencies in order to assure the proper functioning of the Department regardless of prior commitments; and
- (k) To manage and operate its Departments, except as may be limited by provisions of this Agreement.

ARTICLE 10 – LABOR MANAGEMENT COMMUNICATION COMMITTEE

The Parties agree to establish a Labor Management Communication Committee for the purpose of ensuring continuing communication and to promote constructive labor-management relations. Unless otherwise agreed the Committee will meet at least quarterly to discuss and exchange information of a group nature and of general interest to both parties.

ARTICLE 11 - EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION EMPLOYER

The Port of Seattle is an equal opportunity and affirmative action employer that values diverse perspectives and life experiences. We encourage people of all backgrounds to apply, knowing decisions concerning the employment relationship will be made without regard to age, race, ethnicity, color, religion, creed, sex (including pregnancy), sexual orientation, gender identity or expression, national origin, marital status, citizenship status, veteran status, the presence of any physical or mental disability, genetic information, participation or lack of participation in union activities, or any other status or characteristic protected by federal, state, or local law, regulations, and ordinances.

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

ARTICLE 12 – CIVIC DUTY LEAVE

Leave for Jury Duty

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An eligible FLSA-exempt employee who serves on jury duty shall receive their full, regular Port compensation. An employee who is summoned for jury duty shall submit evidence of their summons within 5 days of the employee's receipt of the summons to allow the Port to make scheduling adjustments as may be necessary.

An employee who has been summoned for jury duty shall be scheduled to a day shift (8am - 5pm, Monday through Friday) schedule for the duration of the jury duty reporting requirement. The Port will endeavor to release an employee from their shift the day preceding their jury service and their shift immediately following their jury service. If the employee is released from jury duty on any given day and has more than four (4) hours of their scheduled shift remaining, the employee shall immediately call their manager and follow the direction of the manager as to when to report to work that day. Upon return from jury service, an employee must submit proof of such service to their manager.

Ineligible employees, including On Call and Emergency Hire employees, Veterans Fellows, and Interns, are not eligible for Jury Duty Leave. When ineligible employees take time away from work for Jury Duty they are not compensated by the Port for jury duty service.

Subpoenaed Witness Leave

An eligible FLSA-exempt employee who serves as a witness in a hearing or court proceeding which, as determined by Human Resources leadership, relates to, or involves the Port, shall receive their full, regular Port compensation.

An employee who is subpoenaed or requested by the Port to serve as a witness shall submit evidence as soon as practical to allow the Port to make scheduling adjustments as needed. An employee who has been subpoenaed or requested by the Port to serve as a witness shall be scheduled to a day shift schedule (8am to 5pm, Monday through Friday) for the week in which the employee is expected to testify.

Nothing in this article prohibits the employee and employer from a mutually-agreed shift change to accommodate Jury Duty or Subpoenaed Witness Leave.

ARTICLE 13 – SAFETY

The Port and Union agree that the health and safety of Port employees is a priority. As such, no employee is expected to risk injury or illness during the course of employment. Employees shall notify management, of any workplace injury or unsafe conditions that occur during the course of their work.

The Port further agrees to follow any Local and Federal laws and guidelines in order to maintain a safe and healthy workplace. Employees shall cooperate with management in maintaining a safe workplace and safe work environment, and shall wear and properly use any and all protective equipment required.

ARTICLE 14 – EMPLOYEE PARKING

For the life of this Contract employee parking shall be provided at no cost to the employee at places designated by the Port. Additionally, vacation parking shall be provided at no cost to employees on the same basis as provided to non-represented employees as long as such benefit is provided. Employees pay may be subject to withholdings for tax purposes if the value of commuter benefits exceeds the IRS limit.

ARTICLE 15 – EMPLOYEE LEARNING AND DEVELOPMENT

To provide career development opportunities to bargaining unit employees, the Union and management will support employee participation in the Port’s employee development and internship programs. Successful applicants to internship programs shall remain members of the bargaining unit and retain all rights and benefits under the Collective Bargaining Agreement, except that temporary schedule adjustments and/or alternate work schedules to accommodate internship activities shall be allowed as agreed between the participating departments and the intern.

Educational assistance for employees shall be subject to the approval of the Manager. Employees are eligible to apply for College Degree Tuition reimbursement support under the terms of HR-12.

The Parties understand that the Employment Development and Education opportunities identified in this article shall not be subject to bargain and are subject to revision by the Port.

However, the Port agrees to provide advance notice of any changes to the Union of any changed to the Employee Learning Development and Education opportunities identified in this article.

ARTICLE 16 – TELEWORK

Any telework schedule will be reviewed and discussed on a regular basis to determine the upcoming schedule expectation. Employees requesting to telework need to review and agree to telework requirements and complete the Port’s telework agreement. Employees may submit a training plan to complete Port issued trainings (i.e. on LMS or other learning management systems), ASRs, special projects, and other work that could be completed at home. The manager will review submitted training plans and assess for approval. If work or a project requires on-site support work, employee may be asked to reschedule training. On telework days employees will remain available (i.e. voice, text, email) during their regular shift while teleworking.

ARTICLE 17 – UNIFORMS

The Port agrees to provide advance notice to the Union of any changes to a requirement of authorized uniforms covered in this article.

ARTICLE 18 – PREMIUM PAY

The parties recognize the value in maintaining and utilizing the skills of multi-lingual employees. The Port agrees to provide advance notice to the Union, if the Port develops a compensation program for employees who are proficient in a second language that use that language in the course of their work duties.

ARTICLE 19 – BEREAVEMENT LEAVE

Bereavement Leave may be granted for the death of family members; defined as the death of an employee’s spouse or domestic partner, the employee’s (or employee’s spouse or domestic partner’s) parent, child, step-child, sibling, grandparent, grandchild, aunt, uncle; or a sibling's spouse, domestic partner or child.

(a) Eligibility

Employees who have been continuously employed for at least 30 days and are eligible for PTO/Sick Leave benefits are eligible for up to one (1) work week of bereavement leave per loss. In addition to paid bereavement leave, the Employer may approve an employee’s request to use any type of leave or leave without pay for purposes of bereavement.

(b) Guidelines

Managers have discretion in granting bereavement leave, including how much leave to grant and if it can be taken intermittently. Considerations in granting bereavement leave include; the employees’ relationship to the deceased family member, travel to/from services, the employee’s involvement in making funeral and/or burial arrangements and involvement in closing out the estate of the deceased family member. Employees shall provide documentation to substantiate the need for bereavement leave.

ARTICLE 20 – HOLIDAYS

The following days shall be recognized as paid holidays:

- New Year’s Day
- Martin Luther King, Jr. Day
- President’s Day
- Memorial Day
- Juneteenth (Designated by Port)
- Independence Day
- Labor Day
- Thanksgiving Day
- Native American Heritage Day (day after Thanksgiving)

Christmas

Port Designated Floating Holiday in lieu of Veterans Day (generally the day before or after Christmas, determined annually by the calendar and Human Resources)

Banked Holidays

Another paid day off shall be provided to the employee when the holiday falls on the employee's normal day off, or when the employee works on the holiday. Such "banked" holidays must be scheduled just like PTO, and must be taken before PTO is used. It is up to the employee to keep track of their "banked" holidays and use them within ninety (90) calendar days of the observed holiday.

ARTICLE 21 – SICK LEAVE

Sick Leave is accrued based on an employee's hours paid. Accrued Sick Leave may be used for employee or a family member's illness, injury, or disability. Reasonable notice must be provided for the use of Sick Leave if the situation is foreseeable, and prior to the start of the employee's shift, when practicable.

(a) Eligibility

Full, or part-time, regular or limited duration employees who are regularly scheduled to work 21 or more hours per week.

(b) Accrual Rates

Employees accrue Sick Leave at the rate of 0.027 hours accrued per hour paid (2.15 hours per 80-hour pay period or approximately seven (7) days per year for full-time employees). Sick Leave may accumulate with no maximum or limit.

(c) Accumulating and Taking Sick Leave Time Off

Sick Leave up to the accrued balance may be used after 30 days of Port employment. Sick Leave can be used for an absence resulting from an employee or family member's mental or physical illness, injury, or health reason; to accommodate a need for medical diagnosis, procedure, care or treatment; or need for preventative medical care. In addition, Sick Leave may be used for:

- a qualifying FMLA or FCA absence,
- for absences that qualify for leave under the Domestic Violence Leave Act,
- when the employee's work location has been closed by order of a public official for any health-related reason, or
- when an employee's child's school or place of care has been closed for a health-related reason (not weather related).

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The employee's manager may require a physician or health care provider's statement to justify use of Sick Leave after an absence exceeding three (3) days. A physician's release is required prior to the return to work by an employee who has experienced in-patient hospitalization of any kind that requires an absence from work, or who has suffered an absence longer than two weeks due to illness, surgery, or an accident.

A family member, for Sick Leave purposes, is defined as a spouse or domestic partner, the parents or children of the employee or their spouse or domestic partner, as well as the employee's siblings, grandparents, or grandchildren.

For sick leave to be used for a domestic partner or a domestic partner's parents or children, an employee and their domestic partner must complete an Affidavit of Marriage/Domestic Partnership. Refer to Port Policy HR-31 for more information on the affidavit.

(d) Payment of Sick Leave at Termination

Upon termination immediately following five or more consecutive years of active employment with the Port of Seattle, an eligible employee will receive 50% of their accrued Sick Leave balance at the employee's hourly rate (compensation rate as specified in HCM, the Port's HR/PR system) in effect at termination. The Sick Leave will be paid as a lump sum and the payment will be subject to standard payroll withholding taxes.

(e) Reinstatement of Sick Leave Upon Rehire or Transfer into a Sick Leave Eligible Job

If an employee returns to work at the Port within 12 months of their termination, they will have their unused and not cashed out Sick Leave balances reinstated.

(f) Shared Leave. Employees may participate in the Port of Seattle's Shared Leave Program outlined in HR-5. The Port of Seattle's Shared Leave Program shall not be a bargainable issue. However, the Port agrees to provide advance notice of any changes to Shared Leave to the Union.

ARTICLE 22 – Paid Time Off (PTO)

Employees accrue PTO based on straight time hours paid and tenure. Accrued days (as shown below) are based on a full-time employee working 80 hours per pay period; part-time employees earn a proportional share of PTO hours. PTO may be used for vacation, appointments, illness, etc. PTO requests will be approved per the requesting employee's departmental procedures.

(a) Accrual Rates

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- Up to 19.6 days (156.8 hours maximum) may be earned annually from an eligible employee's hire, or rehire, date and the end of their third year of employment. During this period, eligible employees accrue 0.07538 hours per straight-time hour paid.
- Up to 24.6 days (196.8 hours maximum) may be earned annually from the beginning of an eligible employee's the fourth year to the end of their seventh year of employment. During this period, eligible employees accrue 0.09462 hours per straight-time hour paid.
- Up to 27.1 days (216.8 hours maximum) may be earned annually from the beginning of an eligible employee's eighth year to the end of their 11th year of employment. During this period, eligible employees accrue 0.10423 hours per straight-time hour paid.
- Up to 29.6 days (236.8 hours maximum) may be earned annually from the beginning of an eligible employee's 12th year of employment to their last day of employment. During this period, eligible employees accrue 0.11385 hours per straight-time hour paid.

(a) Accumulating and Taking Paid Time Off

All eligible employees shall be allowed and encouraged to take at least two work weeks of PTO each year.

Paid Time Off may be taken up to the available balance after the employee has completed their probationary period and received approval from their manager. Some Port groups may have a formal time off request process that must be followed before PTO may be used.

(b) Maximum Accumulation

Maximum PTO accumulation for employees is 480 hours. Accruals will cease when this limit is reached and will resume only when the balance is below 480 hours.

(c) Voluntary Cash-out of PTO Hours While an Active Employee

Employees may request a voluntary cash-out of a portion of their PTO balance. These cash outs are paid as a lump sum and based on the employee's base hourly rate at the time of the payment. The cash out payments are subject to standard payroll withholding taxes.

- Cash-out of PTO hours earned during the upcoming year

This benefit requires an advance election to avoid a 10% forfeiture.

This process conforms to IRS regulations and there will be no exceptions to this process. Elections will not carry over from one calendar year to the next calendar year.

Prior to the last business day in December employees have the opportunity to submit an irrevocable request to cash out PTO hours that will be accrued (earned) in the following year. PTO cash-out elections cannot exceed the PTO earned during the year of the payment and the employee must have at least two weeks of accrued PTO available as of the last paycheck of December of the year the request is made when the request is made.

(d) Cash-out of PTO hours previously accrued

PTO may be cashed out at any time from banked (already accrued/earned) hours as long as the employee has at least two weeks of accrued PTO available. These requests will be subject to a 10% forfeiture.

(e) Payment of Paid Time Off at Termination

An employee who has successfully completed their first six (6) months of continuous Port of Seattle employment will receive 100% of their accrued Paid Time Off balance at the employee's hourly rate at termination.

Employees who have not been terminated for cause have the option of receiving their Paid Time Off hours:

- As a lump sum (all rights to insurance benefits, pension benefits and leave accruals during the period in which the PTO leave would have been used as service time are waived)
- As service time after their last day worked (this generally includes healthcare benefits, continuation of PTO and Sick Leave accruals, and service credit time). PTO cannot be used as service time in the year following the employees last Port of Seattle workday.
- As a combination of cash and service time.

If an employee does not notify Human Resources of their choice on or before their last day of work, their PTO shall be paid as a lump sum.

Employees who have been terminated for cause will receive 100% of their accrued PTO balance paid as a lump sum. In these situations, employees are not eligible to use Paid Time Off as service time after their last day worked unless authorization is received from Human Resources Leadership.

Employees who do not complete their probationary period will not be eligible to receive a cash-out of their accrued Paid Time Off at termination.

ARTICLE 23 – PARTIAL DAY ABSENCES

Regular full-time employees are expected to work a 40 hour per week schedule and may be required to work additional hours to complete their work. Personal appointments should be scheduled outside work hours whenever possible. When personal appointments cannot be arranged during non-work hours or an employee needs leave work due to illness, and the absence is of a duration that is less than four hours, then on up to three occasions per year, the manager may authorize the employee to be absent without requiring the employee to charge the time to PTO or Sick Leave (“Manager Authorized Partial Day Absences Coded Regular Pay”). If the employee should need to attend a personal appointments in addition to the three “Manager Authorized Partial Day Absences Coded Regular Pay”, the employee may use accrued and available PTO or Sick Leave, or unpaid leave, to cover the time off. If the absence is more

than four hours a day, then the employee is required to charge the absence to accrued and available PTO or Sick Leave to cover the time off. Any and all partial day absences must be approved in advance by management.

ARTICLE 24 - PAID PARENTAL LEAVE

The Port agrees to provide Paid Parental Leave to regular, non-probationary employees for the term of this agreement. Eligibility, participation, and terms of the Paid Parental Leave shall be as provided to non-represented employees as outlined in Port policy HR-5. Changes and/or modifications to Paid Parental Leave shall not be a bargainable issue. However, the Port agrees to provide advance notice of any changes to Paid Parental Leave to the Union.

ARTICLE 25 – OTHER LEAVES

Leave Without Pay (LWOP) may be approved after all appropriate paid leave accruals are exhausted, unless the leave is covered by the Family and Medical Leave Act (FMLA), which may be taken as unpaid leave. When LWOP is taken for personal reasons, all PTO leave and sick leave must be exhausted.

Approval of leave under the conditions and limits of this section assumes the employee's right to reinstatement without loss of pay. However, if a reduction in force should occur during a period of leave, the returning employee would be subject to the action, which would have taken place, if the employee was at work.

If any employee does not return within the agreed time and does not notify the Port of the reason or request an extension, a termination personnel action form shall be prepared following final determination by the Sr. Director of Human Resources or their designee.

The following types of leave shall be authorized by the Manager or designee within the conditions and limits indicated:

Military Leave

With appropriate military orders, employees shall be allowed up to 21 working days of Paid Military Leave each Federal fiscal year (October through September) as provided in and limited by RCW 38.40.060.

Employees can use Military Leave when they must miss work for annual training commitments, for reserve duty, or when called to active duty. Compensation during the period of military leave shall not exceed that which would be required to cover the number of hours the employee is regularly scheduled to work. For military related absences that exceed 21 working days, employees may elect to use accrued PTO. If the employee requests, they may also elect to use Leave Without Pay prior to using all of their accrued PTO.

Port Supplemental Military Pay is available after the 21 days of paid military leave are exhausted to make up the difference between an employee's regular Port base pay and their military pay when an employee is called to active duty a Presidential Order or as a result of a declared state of emergency at the State or National level.

In all cases, the Uniformed Services Employment and Reemployment Rights Act (USERRA) provides the minimum definition of benefits guaranteed to employees called for active duty.

Personal LWOP

A request for LWOP for non-military or non-medical reasons shall be considered a personal LWOP. Approval is not automatic. Port management considers leaves extending beyond an employee's accrued PTO as a special consideration to be granted only after careful evaluation. Each request will be considered on its own merits and the factors to be considered by the Manager or designee shall include:

- The purpose and length of requested leave
- The employee's length of service
- The effects of such an extended absence on the operational efficiency of the department.

A personal LWOP with a mutual benefit for the Port and the employee would receive greater priority than a request with limited or no benefit to the Port. After an evaluation, the Manager or his designee may authorize up to ninety (90) calendar days LWOP to a regular employee.

Medical LWOP

Human Resources manages all work and non-work related reasonable accommodations leaves. A disability period is the time an employee is unable to perform the duties of their position due to illness or injury as determined and certified by a health care provider in writing to Human Resources. Medical LWOP required to cover certified periods of disability may be granted to employees suffering from either job-related or non-job-related disabilities.

Probationary LWOP

Personal LWOP is generally not available to probationary employees who have not completed their first six (6) months of continuous employment. Approval of the Probationary LWOP shall be made at the discretion of the employee's manager, after consultation with Human Resources. In no case shall Personal LWOP in excess of six (6) weeks be approved for employees who have not completed their probationary period. e.g., If an authorized probationary LWOP, the employee's probationary period shall be extended by the time period of the leave.

Seniority Status While on LWOP

An employee's seniority ranking and rate of PTO accrual will remain unchanged while on LWOP.

ARTICLE 26 – AWARDED TIME

Awarded Time

Business needs will occasionally require salaried employees in the bargaining unit to work more than 80 hours in a pay period to achieve Port objectives. Awarded Time gives managers a way to acknowledge these commitments and award additional time off to post-probationary employees who have worked additional hours to ensure important goals and deadlines are met or necessary work is accomplished. Awarded Time is not “comp time.” It doesn’t compensate employees on an hour-for-hour basis for hours worked beyond their regular work schedules. Awarded Time is not intended to extend an employee’s regular work schedule on an extended or regular basis.

- (a) Salaried employees are paid for the work they perform and occasionally are expected to work eight (8) or more additional hours (10% or more) per pay period. Employees working more than 8 additional hours per pay period for an extended period of time (more than two consecutive weeks) are candidates for Awarded Time.
- (b) Managers grant Awarded Time in advance and are encouraged to alert their groups’ time administrator, as well as the employee receiving Awarded Time when it is awarded. Employees are to record Awarded Time using the appropriate time reporting code.
- (c) Managers wishing to grant Awarded Time to an employee should follow their department’s procedure for reviewing the appropriateness of Awarded Time, including how much is awarded, before it is granted.
- (d) Awarded Time is intended to give employees time away from work for rest and rejuvenation following a recent rigorous work period. Therefore, the Awarded Time should normally be awarded to the employee during the same period in which the work was performed and the employee should use the Awarded Time as soon as possible thereafter. In no event shall the employee use Awarded Time more than three months after it is awarded.
- (e) Awarded Time will not be cashed out. Retiring or terminating employees may not use Awarded Time after their last day worked.
- (f) Employees will be allowed to maintain a log of hours worked. Hours worked in excess of ten percent (10%) of their regular work schedule, which are properly approved, tracked, and documented in a mutually agreed to form will be permitted for use as Awarded Time subject to the terms of Article (Pending).

ARTICLE 27 – HEALTH AND WELFARE PROGRAMS

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Employees shall be covered by the Medical, Dental, Life Insurance and long-term Disability Insurance benefits described in paragraphs a, b, c, and d below. The Port retains the right to modify and/or change insurance benefits and/or carriers at any time during the term of the agreement. Coverage under this Article shall not be a bargainable issue. However, the Port agrees to meet and discuss any changes in Port coverage with the Union.

Employees may be required to pay a portion of some insurance premiums if required of other Port employees. Employee costs shall be by payroll deduction or by electronic payment of check if payroll deduction is not available. Employees are responsible for notifying the Port through approved enrollment processes of their eligible dependents. Any extra costs associated with a lack of notification shall be the employee's responsibility.

Employees shall be eligible to maintain continuity of coverage as provided for under the Consolidated Omnibus Reconciliation Budget Act (COBRA).

Medical Insurance

Regular full-time, part time, and limited duration employees who are scheduled to work at least 21 hours per week shall be eligible for medical insurance coverage for themselves and their eligible dependents. For eligible employees, coverage begins the first day of the month following the date of hire, or immediately if hired the first day of the month. The eligibility and other conditions of coverage are established between the Port and the insurance companies or agencies selected to provide such benefits. Coverage for dependents shall be provided by the same medical insurance plan, that the employee has chosen.

Dental Insurance

Regular full-time, part time, and limited duration employees who are scheduled to work at least 21 hours per week shall be eligible for dental insurance coverage for themselves and their eligible dependents. For eligible employees, coverage begins the first day of the month following the date of hire, or immediately if hired the first day of the month. The eligibility and other conditions of coverage are established with the insurance company or agency selected by the Port to provide such benefits. Coverage for dependents shall be provided by the same medical insurance plan that the employee has chosen.

Vision Insurance

Regular full-time, part time, and limited duration employees who are scheduled to work at least 21 hours per week shall be eligible for dental insurance coverage for themselves and their eligible dependents. For eligible employees, coverage begins the first day of the month following the date of hire, or immediately if hired the first day of the month. The eligibility and other conditions of coverage are established with the insurance company or agency selected by the Port to provide such benefits. Coverage for dependents shall be provided by the same medical insurance plan that the employee has chosen.

Life Insurance

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For regular full-time and part time, and limited duration employees who are scheduled to work at least 21 hours per week, coverage begins the first day of the month following the date of hire, or immediately if hired the first day of the month. Eligible employees shall receive life insurance benefits in the amount of two (2) times their annual base rate and their eligible dependents shall receive life insurance benefits in such amounts and in such manner as are provided in contracts with insurance companies or agencies selected by the Port to provide such benefits. Such employees shall also be covered by the Accidental Death and Dismemberment policy provided by the Port, which provides a benefit in the amount of two (2) times their annual base rate.

Long-term Disability

For regular full-time and part time, and limited duration employees who are scheduled to work at least 21 hours per week, coverage begins the first day of the month following the date of hire, or immediately if hired the first day of the month. Other conditions of coverage are established with the insurance company or agency selected by the Port to provide such benefits.

Light Duty

For regular full-time and part time, and limited duration employees who are scheduled to work at least 21 hours per week, coverage begins the first day of the month following the date of hire, or immediately if hired the first day of the month shall receive light duty work as they are released to perform such duty through a care-provider and in accordance with the policies and procedures that govern the Port's self-insured Worker's Comp program.

WA State Long Term Care Insurance

All employees are required to pay an employee paid premium for a state mandated Long Term Care insurance program. These premiums deduction will follow State guidelines, unless employees have received an exemption from the State of Washington and provides that documentation within set guidelines determined by the State.

ARTICLE 28 – COMMUTER BENEFITS

All Regular Employees, shall be eligible for the following benefits:

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

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

Ferry Reimbursement

Airport Duty Manager CBA – Redline

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

The Port shall have full and exclusive discretion to administer, change, amend, modify and/or discontinue either and/or both the ORCA program and the Ferry Reimbursement benefit.

The Port agrees to provide advance notice to the Union of any changes to the commuter benefits covered in this article.

ARTICLE 29 - PAYROLL

All employees are required to participate in the Port' Direct Deposit program for payroll purposes.

When the Port has determined that an employee has been overpaid, the Port will provide written notice to the employee that will include the following items:

- 1 . The amount of the overpayment;
2. The basis for the claim

The Port shall recover the overpayment by deduction through subsequent earnings at a rate of five percent (5%) of the employee's disposable earnings in a pay period, other than the final pay period; or the amount still outstanding from the employee's disposable earning in the final pay period. Deductions from wages shall continue until the overpayment is fully recouped. Nothing in this article precludes the employee from agreeing to a larger deduction.

Any dispute concerning the amount of the overpayment will be resolved through the grievance procedure, Article (pending number), of this agreement.

ARTICLE 30 – PENSION

The Port shall continue to contribute to the Washington State Public Employees Retirement System (PERS) covered by this Agreement per policy and state law.

ARTICLE 31 – SUPPLEMENTAL RETIREMENT PROGRAMS

The 457(b) Deferred Compensation Plan

Full-time, eligible employees shall be eligible to participate in the Port of Seattle's Deferred Compensation Plan after 30-days of continuous employment. 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

Airport Duty Manager CBA – Redline

grievance or arbitration procedures or to any other provisions of this Agreement or to negotiation by the Union.

ARTICLE 32 – SAVINGS CLAUSE

Should any provision(s) of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision(s) should be restrained by such tribunal, all other provisions of this Agreement shall not be affected, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such provision(s).

ARTICLE 33 – DURATION

This Agreement will become effective upon full and final approval by the Union and the Port of Seattle Commission and will cover the period from May 20, 2022 through May 20, 2025.

For Port of Seattle:

For Professional and Technical Employees,
Local 17:

Stephen P. Metruck,
Executive Director

Karen Estevenin,
Executive Director

Date: _____

Date: _____

APPENDIX – A – WAGES

Year 1, upon ratification of this agreement the Airport Duty Managers payrate shall increase by 8%, each current Bargaining Unit member will receive pay retroactive from May 20, 2022.

Year 2, on May 21, 2023, the Airport Duty Managers payrate shall increase by the sum of (100%) of the percentage increase in the Seattle-Tacoma-Bellevue Urban Consumers (CPI-U) February 2022 to February 2023 with a 0% minimum and a 6% maximum; i.e. ,each current Bargaining Unit member will receive 6% pay retroactive from May 21, 2023.

Year 3, on May 21, 2024, the Airport Duty Managers will transition on to the following 3-step wage scale:

Step	Wage as of May 21, 2024
Entry	\$108,000.00
2-year	\$112,000.00
4-year	\$116,000.00
6-year	\$120,000.00

Then on May 21, 2024, the Airport Duty Managers payrate shall increase by the sum of (100%) of the percentage increase in the Seattle-Tacoma-Bellevue Urban Consumers (CPI-U) February 2023 to February 2024 with a 0% minimum and a 6% maximum.

APPENDIX – B – ADM SCHEDULING PILOT PROGRAM

PROTEC17 (“the union”) and the Port of Seattle (“the employer”) agree that fair and consistent scheduling is an important element for job satisfaction and work/life balance for all employees, and particularly for employees who work in 24/7 positions. As such, the parties enter into this MOU regarding scheduling and shift rotations.

Airport Duty Manager CBA – Redline

Upon execution of a first Collective Bargaining Agreement, the parties agree to implement a two-year scheduling pilot program (“the program”) for the Airport Duty Managers (“ADMs”). The program will contain the following elements:

1. For the first year of employment as an ADM, the ADM will be scheduled at the discretion of management in order to attain competency in all duties and for all shifts.
2. After one year of qualified employment, the scheduling bid shall be by seniority within the ADM group:
 - a. For the purposes of this MOU, “qualified” employment is defined as being QPd (Qualified Personnel)
 - b. The ADM will be eligible to bid by seniority during the shift bid directly following qualification
3. There will be no requirement for qualified ADMs to bid on each of the shifts (Day, Swing, and Mid).
4. Each rotation shall be four months, three rotations per year.
5. Shift trades will no longer be permissible except in the event of a life-changing circumstance.
6. The parties will meet at a mutually agreed upon date to discuss the program approximately two months after a rotation has commenced.
7. Prior to execution of the program, the parties will meet to establish objective measures of program progress and success.



**COMMISSION
AGENDA MEMORANDUM**

Item No. 8h

ACTION ITEM

Date of Meeting February 13, 2024

DATE: January 31, 2024

TO: Stephen P. Metruck, Executive Director

FROM: Kelli Goodwin, Senior Manager Maritime Operations
Robert Hoyman, Facilities Project Manager IV

SUBJECT: T91 Domestic Waterline Renewal (C801243)

Amount of this request: \$4,500,000

Total requested project cost: \$4,750,000

ACTION REQUESTED

Request Commission Authorization for the Executive director to approve construction costs of \$4,500,000 for a total project cost of \$4,750,000 for the Terminal 91 Domestic Waterline Renewal and to use Port of Seattle crews to perform the work over an eight-year period.

EXECUTIVE SUMMARY

The work will consist of replacing domestic waterlines which serve the vessels at Piers 90 and 91. The domestic waterlines support the North Pacific Fishing Fleet, cruise vessels, and other commercial vessels that call at Terminal 91. This project will restore waterlines that are at end of their service life, some of which are on the verge of failure. Moving forward with this project will restore infrastructure vital to Maritime Operations for the next fifty years.

JUSTIFICATION

The existing piping is galvanized steel and, in some cases, older than 50 years. Several areas have become thin and are currently leaking while others remain in usable condition. Extending the construction timeline over multiple years allows for coordination with planned capital projects and allows the replacement of piping according to the level of degradation. This approach also avoids replacing some sections where other project work will interfere with this effort or otherwise cause rework. There are multiple projects taking place over the next 2-7 years, some of which may require sections of piping to be removed during construction. With the use of Port Crafts', we anticipate being able to accommodate these projects and to plan around them, thereby taking advantage of in-house flexibility.

Diversity in Contracting

The office of Diversity in Contracting has been involved in Acquisition Planning and strategy discussions. The total of this work has been planned to take place over several years with milestone goals to contract some portions using small and, or WMBE firms to perform the work. There is a goal of spending 10% of the construction costs using WMBE and Small business resources.

DETAILS

This project was originally budgeted for \$850,000 for 2021 to replace waterline which at the time was failing or in poor condition, totaling 3,000 LF of pipe replacement only. Seed funding was authorized by Kenneth R. Lyles followed by Commission Authorization of \$250,000 total, for design. Through the design process it was realized that significant improvements in seismic bracing and other code requirements were needed when replacing the domestic waterline. The design assessments of all the piping and needed improvements suggested that 100% of the domestic waterline should be upgraded. The current estimate for construction is \$4,500,000 which does not include the portion to be replaced by U00554/U00704 Berths 6 & 8 Modernization project.

The scope of work has been evaluated in terms of piping sections requiring immediate replacement, areas requiring replacement in 1-3 years, areas requiring replacement in 3-6 years and those areas which have been replaced due to failure but require seismic upgrades and valve replacements. Approximately 80% of the existing piping has yet to be replaced and 100% requires seismic upgrades and other improvements.

Port of Seattle Engineering has completed a comprehensive design for replacing all the existing galvanized domestic waterline and bringing the system up to current seismic and sanitary code. The design is currently under floodplain code review at SDCI and all permitting, other than Mechanical, is expected to be complete by February of 2024.

Portions of this work may be contracted to serve the most efficient delivery while coordinating with other project work, Operations, and avoiding rework.

Scope of Work

Port Crafts will replace existing galvanized steel piping with new stainless-steel piping, fittings, valves and supports. Seismic bracing will be installed to comply with current seismic code requirements.

Schedule:

- (1) 2024, Replacement of 400' of piping, Seismic Upgrades to 800' of piping.
- (2) 2025, Replacement of 1,000' of piping, Seismic Upgrades to 1,000' of piping
- (3) 2026, Replacement of 1,000' of piping, Seismic Upgrades to 1,500' of piping
- (4) 2027, Replacement of 1,000' of piping, Seismic Upgrades to 1,500' of piping

Meeting Date: February 13, 2024, Commission Meeting

- (5) 2028, Replacement of 1,000' of piping, Seismic Upgrades to 1,500' of piping, Replacement of Pipe Supports for 5,000' of piping.
- (6) 2029, Replacement of 1,000' of piping, Seismic Upgrades to 1,000' of piping
- (7) 2030, Replacement of 1,000' of piping, Seismic Upgrades to 1,000' of piping
- (8) 2031, Completion of piping, bracing and other work.

Activity

Design authorization	2022 Q4
Design start	2022 Q4
Commission construction authorization	2024 Q1
Construction start	2024 Q2
In-use date	Phased 2024 - 2032

Cost Breakdown

	This Request	Total Project
Design	\$0	\$170,000
Urgent Need Response (Construction)		80,000
Construction Total	\$4,500,000	\$4,580,000
Total	\$4,500,000	\$4,750,000

ALTERNATIVES AND IMPLICATIONS CONSIDERED

The following alternatives have been considered for the execution of this work:

Alternative 1 – Contract Work through a Competitive Bid Process, Perform work over a two-year period.

Cost Implications: Construction Costs \$5,750,000

Pros:

- (1) Domestic Waterline Replacement over a shorter duration
- (2) Avoidance of materials and labor escalation
- (3) Project would proceed as permitted with no modifications required.

Cons:

- (1) Likely interruptions and change orders to conflict with other project work and ongoing operations at the Terminal.
- (2) Likelihood of re-work due to interference with other project work requiring removal of piping.
- (3) Potential of extending to a third year to avoid conflicts with Cruise Season, ongoing project work and operational needs.

This is not the recommended alternative.

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Alternative 2 – Contract work over a 6–8-year period.

Cost Implications: Construction Costs \$6,300,000

Pros:

- (1) Avoidance of rework and interference with other project work.
- (2) Opportunity to use On-Call project specific contracts with WMBE firms.
- (3) Allows flexibility to adapt contracting methods over consecutive years.

Cons:

- (1) Does not eliminate all of challenges in coordinating Operational needs with Contracted work.
- (2) Additional costs due to multiple contracts, added overhead, and escalation to labor and materials over multiple years.
- (3) Increased costs due to subcontractor mark-up and likelihood of market fluctuations.
- (4) Potential for material lead time challenges.
- (5) An alternative permitting approach would have to be pursued.

This is not the recommended alternative.

Alternative 3 – Use Port Crews with Opportunities to Contract Portions using On-Call Contracts, JOC or Bid work.

Cost Implications: Construction Costs \$4,500,000

Pros:

- (1) This method allows for more control over coordinating ongoing project work with replacement of piping over time. This also allows for ease of coordination with Operational needs.
- (2) This approach limits added contracting costs and uses a cost-benefit approach to piping replacement.
- (3) Least likely chance of rework or interference with other project work.
- (4) opportunities to avoid lay-offs during seasonally slow periods.
- (5) Opportunities to contract with WMBE firms for low risk portions of the work.

Cons:

- (1) Extended timeline for full replacement of domestic waterline.
- (2) Material escalation due to extended timeline.
- (3) An alternative permitting approach would have to be pursued.

This is the recommended alternative.

FINANCIAL IMPLICATIONS

<i>Cost Estimate/Authorization Summary</i>	Capital	Expense	Total
COST ESTIMATE			
Original estimate	\$850,000	\$0	\$850,000
AUTHORIZATION			
Previous authorizations	\$250,000	0	\$250,000
Current request for authorization	\$4,500,000	0	\$4,500,000
Total authorizations, including this request	\$4,750,000	0	\$4,750,000
Remaining amount to be authorized	\$0	\$0	\$0

Annual Budget Status and Source of Funds

This project is included in the 2024 Capital Plan under C801243 T91 Domestic Water Lines with a total project cost of \$850,000. The additional project costs will be covered by Maritime Reserve C800002.

This project will be funded by the General Fund.

Financial Analysis and Summary

Project cost for analysis	\$4,750,000
Business Unit (BU)	60% Elliott Bay Fishing & Commercial Operations and 40% Cruise Operations
Effect on business performance (NOI after depreciation)	This project will maintain current revenue from Elliott Bay Fishing and Commercial Operations, and Cruise Operations. Annual depreciation will increase by \$95,200 based on an estimated service life of 50 years.
IRR/NPV (if relevant)	No incremental revenue. The NPV is the present value of the project cost.
CPE Impact	N/A

Future Revenues and Expenses (Total cost of ownership)

Extending the useful service life of our existing assets defers eventual replacement costs for a longer period, supporting the economic vitality of our operations. Other economic benefits include cost effectiveness and minimum disruption to the terminal operations.

ATTACHMENTS TO THIS REQUEST

- (1) Presentation slides

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

None

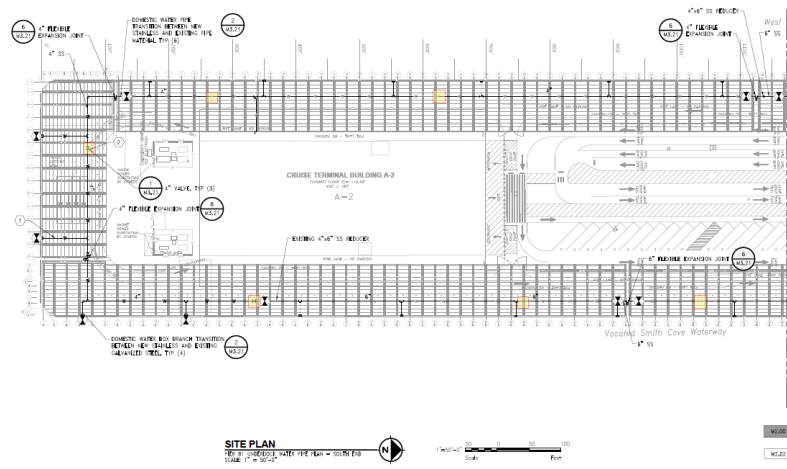
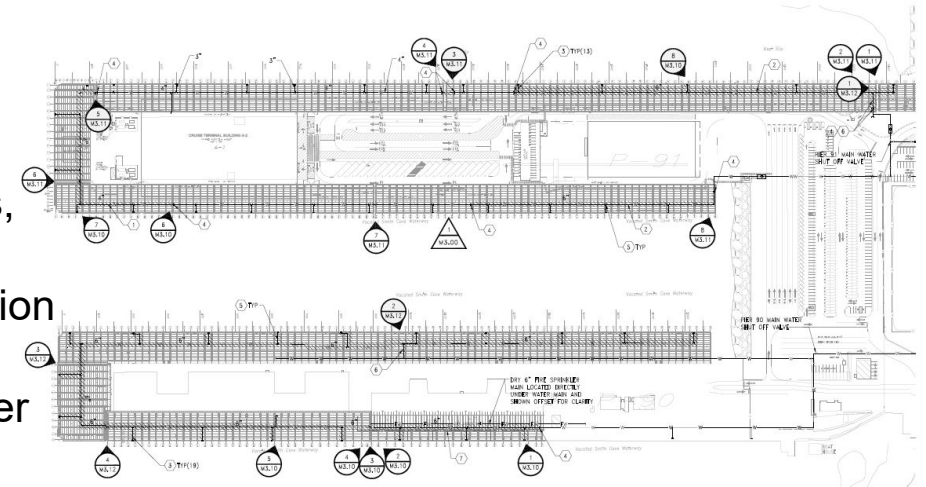
Item No.: 8h_Supp
Date of Meeting: February 13, 2024

Terminal 91 Domestic Waterline Renewal

Robert Hoyman,
Facilities Project Manager

Scope

- Remove existing galvanized pipe, fittings, supports and flex-Connections. Approximately 8,000 LF of replacement & upgrades.
- Replace all materials with new stainless steel grooved pipe, fittings, supports, bracing and flex-connections/expansion joints.
- Code Upgrades: Seismic Bracing, added support, expansion/isolation joints.
- Work will be performed with the least impact to operations and other project work.



GENERAL NOTES:

1. SEE THE NUMBER OF LINES FOR ALL UTILITIES AND SPECIAL CONTRACTS TO FIELD TEMPORARY SITEWORK.
2. NEW 6\"/>

KEYED NOTES:

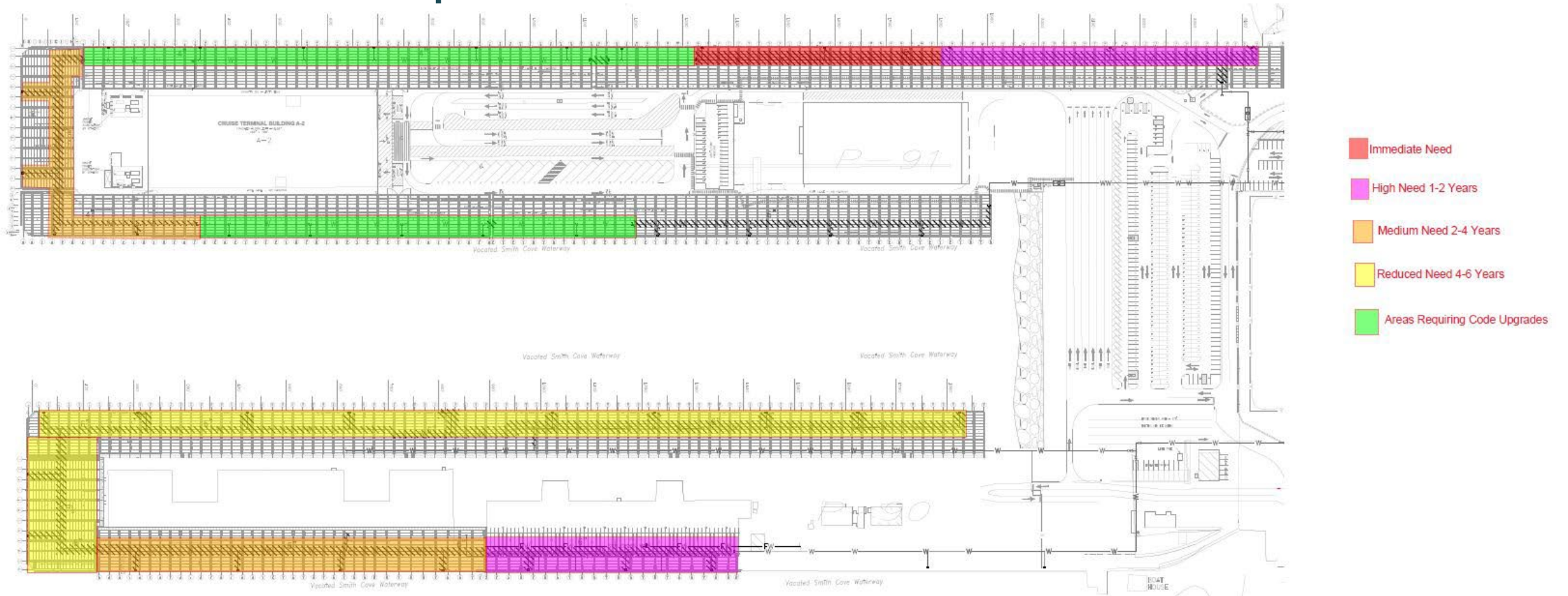
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Limitations

- Work at Pier 91-South will be performed outside the Cruise Season (October to April)
- Work hours under the piers will be contingent on tidal action.
- Work to be planned over extended duration based on level of need and coordination with other project work and operational needs.

Range of Need

- Timeline Perspective

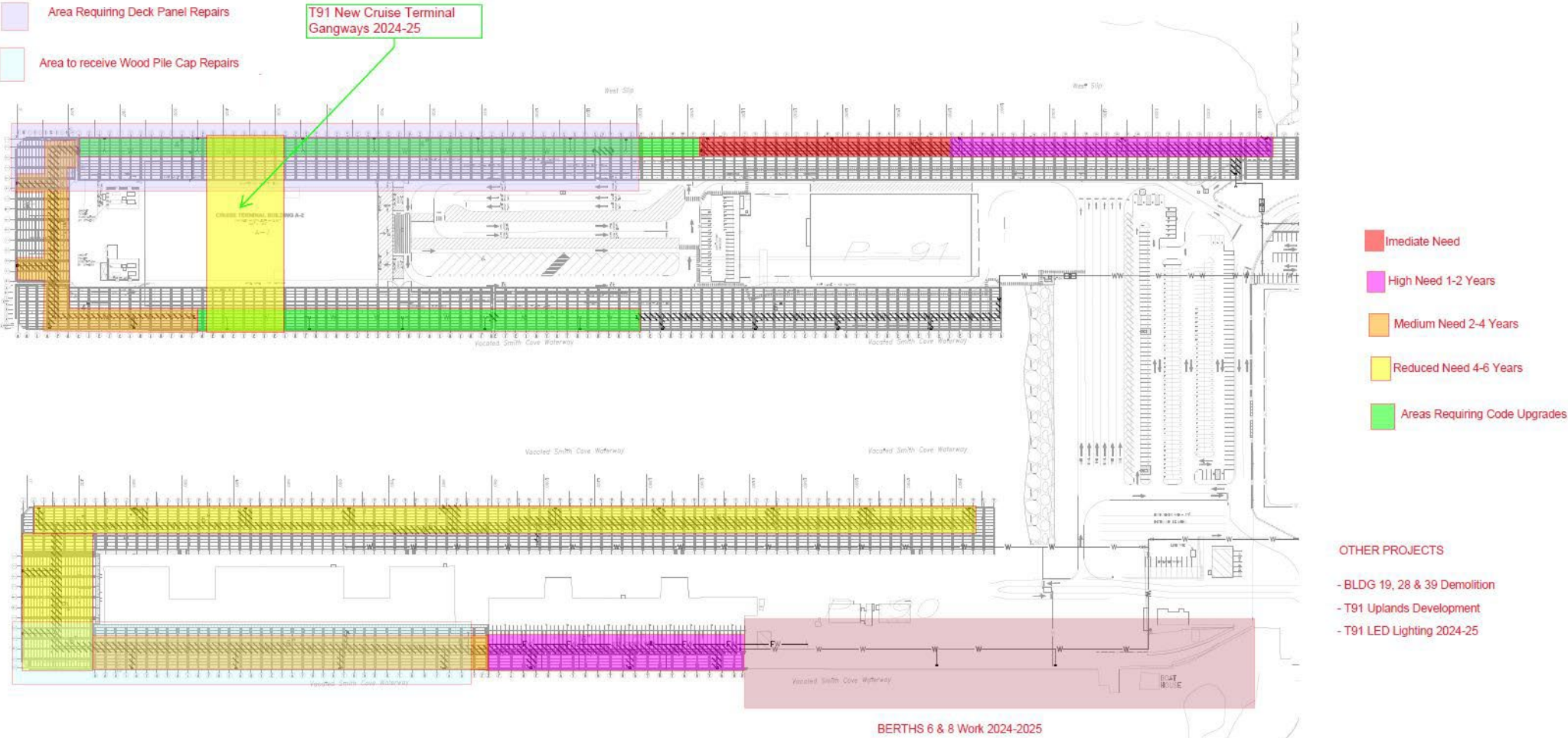


Project Risks

RISK	DESCRIPTION	PROBABILITY	IMPACT	MITIGATION
Permitting	Compliance with Federal In-Water Permit During Fish Window	Low	Med	Perform work using skiffs or floating platforms rather than attached scaffold.
Cruise Schedule Coordination	Work at Pier 91 outside of Cruise Season	Low	Med	Perform work at Pier 91 October thru April
Major Construction Activities	Avoidance of re-work or interference by other project work being performed over the next 8-years	Low	Med	Schedule work to avoid overlapping construction activities. Coordinate replacement to avoid re-work.
Material Availability	Availability of 316 Stainless Pipe and fittings.	Med	High	Prepurchase quantities of pipe and fittings to avoid timing challenges.

Major Project Coordination

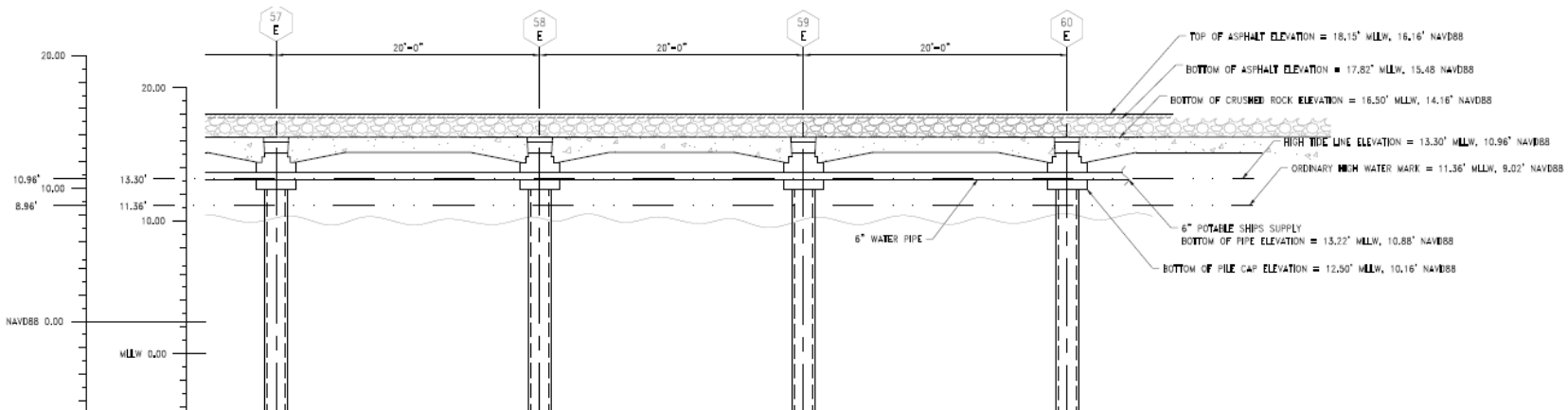
- Impact-Coordination Perspective



Budget and Cost Drivers

- T91 Domestic Waterline at Piers 90 & 91 \$4,750,000
 - 2021 \$250,000 Design, Permitting & Emergency Work
 - 2024 \$4,500,000 Construction funding over eight years
- Primary cost drivers:
 - Material costs (316 stainless steel) for longevity.
 - Code upgrades: seismic bracing, expansion joints and added supports.
 - Construction logistics, coordination with operations & Cruise schedules, other major projects.

Current State



Extended Approach

- Use of Port Crews
 - Schedule Flexibility
 - Aversion to construction impacts, change orders
 - Avoidance of Re-Work related to other Capital Projects
 - Contract Costs control
 - Opportunities to utilize WMBE Firms and Small Businesses in conjunction with self-performed work.
 - Job Protection (Plumbers, Carpenters, Laborers, Millwrights), opportunities for apprenticeships within the Port
 - Reduction in construction cost

Project Schedule

Item	Anticipated Date
Design Completion	Q4 2023
Permit Drawings, Environmental Permitting	Q1 2024
Commission Authorization, Major Construction	Q1 2024
Construction Duration	2024-2032



**COMMISSION
AGENDA MEMORANDUM**

Item No. 8i

ACTION ITEM

Date of Meeting February 13, 2024

DATE : January 24, 2023

TO: Stephen P. Metruck, Executive Director

FROM: Nick Leonti, Director Tourism Development
Dave McFadden, Managing Director Economic Development Division

SUBJECT: 2024/25 Tourism Marketing Support Program Authorization

Amount of this request: \$600,000
Total estimated project cost: \$600,000

ACTION REQUESTED

Request Commission authorization of the 2024/25 Tourism marketing grant program (TMSP) and authority for the Executive Director to approve execution for all related contract agreements for the 2024/25 selected Tourism Marketing Support Program recipients in an amount not to exceed \$600,000.

EXECUTIVE SUMMARY

The 2024/25 Tourism Marketing Support Program will bring refinements to the long-running program in order to further Port priorities, create greater equity for applicants, and drive increased visitation in a responsible way to the region. For 2024/2025, \$600,000 has been allotted for the program in the budget. The source of funds is the Port property tax levy. Previously, the program was allotted \$200,000 for one year, the updated plan provides \$600,000 over two years.

The Port of Seattle’s co-operative tourism marketing support program boosts the economic value of tourism across the state. This program has been effective in promoting Washington State and the use of Port facilities. The program is initially offered up to \$10,000 (2:1 match) to non-profit destination marketing organizations (DMOs), attractions, cities, counties, and chambers of commerce which can effectively market their destination to non-resident visitors traveling to our state. Updates for 2024/25 increase the maximum award to \$20,000 to compensate for increased costs and to bring greater impact from approved programs.

Throughout 2023, the Tourism Department engaged with current, former and potential TMSP grant recipients to gather feedback about their experience with the program. In general, TMSP is

Meeting Date: February 13, 2024

a very well-received program, but some challenges were identified, especially from smaller organizations. These obstacles included:

- Inflation and increased costs have lessened the impact of received funds
- Short window to execute marketing plans (April-Nov) eliminated shoulder seasons and limited scope of projects
- Evaluation scorecard did not clearly reflect Port’s DEI and sustainability priorities
- Focus on “new” programs as opposed to enhancing existing programs created more work and lessened impact of successful programs
- Low match contribution levels allowed for admin of approved projects impacted smaller organizations’ ability to participate
- Notification of the program and the application window were short

The refinements for 2024/25 address these concerns and update the program to meet the needs of the Port’s tourism partners.

The grant funds are used for advertising, publicizing, promoting events or conducting research to attract visitors. Marketing efforts for the Tourism Marketing Support Program include promoting our natural scenic beauty, outdoor recreation, cultural attractions, online digital marketing campaigns, promotion of Washington’s growing wine and craft brewery industry, and engaging with tour operators and travel media.

2024/25 will also introduce a second tier of grants at a \$10,000 level aimed at smaller, cultural organizations that may not have the resources to participate in the larger Tier 1 grant program. The Tier 2 grants will have increased flexibility regarding match requirements and provide additional informational sessions throughout the application process.

Two-Tiers of Grants

Tier 1 - \$20,000 maximum

- 2:1 match requirement
- Open to all applicants

Tier 2 - \$10,000 maximum

- Designed for small, culturally-focused organizations
- 2:1 match requirement
- 50% of actual funds can be staff time/admin

Applications are reviewed by committee and given a score out of 100pts. All proposed projects will be evaluated for how they address equitable, sustainable and responsible tourism. As part of the Port’s efforts to address equity, diversity and inclusion, adjustments to the scoring system have put even more emphasis on these Port priorities.

The updated evaluation will be:

OVERALL IMPACT OF PROJECT: 40pts

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DIVERSTY, EQUITY and INCLUSION IMPACT: 20pts

ENVIRONMENTAL IMPACTS: 20pts

SHOULDER SEASON IMPACT: 20pts

Marketing, promotion, and outreach plans include:

- Communicating to an ever-growing data base of over 300 different organizations via email. The data base includes a roster of over 130 cities, chambers, and destination organizations, 24 cultural and ethnic attractions, 17 outdoor recreational organizations and 35 tribal contacts.
- Prominent positioning of the grant program application process information, together with video testimonials from previous recipients, will be available on the Tourism Development section of the Port’s external website.
- Conducting two virtual Information Sessions which is open to all registered attendees and Q&A sessions to further address any issues.
- Speaking at various organization meetings, one-on-one meetings with destination marketing organizations, chambers, city officials, and nonprofit organizations.
- Direct contact via phone and email. Drawing from past emails and our data base of contacts over the course of the year, calls will continue to be made to potential applicants encouraging their participation.

RESPONSIBLE TOURISM FOCUS

All applicants will be encouraged to draw inspiration for the marketing projects from the Responsible Travel Handbook that the Port produced in 2023 to act as a foundation for all of Washington’s tourism industry to increase its positive impact on local communities.

Schedule

February 2024 – Application window opens

Feb/March 2024 – Educational sessions held

End of March 2024 – Application window closes

April 2024 – Evaluation Panel Meets/Recipients Selected

April-June 2024 – Contracts executed and projects begin

June 2024 – Projects start

June 2024-Sep. 2025 – Check-ins, support and progress reports

Dec. 2025 – Final Reports Due (some may be due earlier as per contract)

ALTERNATIVES AND IMPLICATIONS CONSIDERED

Alternative 1 – Do not provide the Tourism Marketing Support Program for 2024/25.

Cost Implications: \$0.

Pros:

- (1) Reduces specific budget request by \$600,000 for 2024/25.

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Cons:

- (1) Elimination of the program would impact small tourism organizations and industry partners whose marketing and promotion budgets are limited for reaching out of state visitors.
- (2) Because the TMSP program focus is to increase air traffic through SEA International Airport as a primary gateway for all of Washington state, the cancellation of the program will negatively affect leisure travel and visitor spending.

This is not the recommended alternative.

Alternative 2 – Offer the TMSP Program for 2024/25

Cost Implications: \$600,000 over two years

Pros:

- (1) The TMSP program assists and demonstrates the Port of Seattle’s intention to work with a diverse range of organizations and industry partners.
- (2) Because the TMSP program requires a two-to-one matching contribution, the \$600,000 positively impacts tourism and visitor marketing throughout Washington State with a minimum of \$900,000 in total marketing promotional efforts. In previous years the actual match fund levels exceeded the two-to-one match requirement.
- (3) This program will positively affect leisure travel by increasing non-resident visitor arrivals via SEA International Airport.

This is the recommended alternative.

ATTACHMENTS TO THIS REQUEST

- (1) Presentation Slides

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

January 24, 2023 – Commission approved \$200,000 for all contract agreements for the 2023 Tourism Marketing Support Program

December 15, 2020 – Commissioners authorized the Executive Director to approve execution of all contract agreements for the 2021 Tourism Marketing Support Program

December 10, 2019 - Commissioners authorized the Executive Director to execute contract agreements for the 2020 Tourism Marketing Support Program in the not-to-exceed amount of \$200,000

July 23, 2019 – Commissioners were briefed on the Tourism Marketing Support Program

January 30, 2018 – The Commission was briefed on the results of the 2017 Tourism Marketing Support Program

January 17, 2017 – The Commission was briefed on the results of the 2016 Tourism Marketing Support Program

November 22, 2016 – The Commission approved the final 2017 budget, including \$150,000 for the Tourism Marketing Support program.

May 17, 2016 – The Commission was briefed on 2016 results of the inaugural year of the grant program



Tourism Marketing Support Program Authorization

Supporting Tourism Partnerships

Requesting Commission authorization for the Executive Director to execute contract agreements and implement the 2024-25 Tourism Marketing Support Program in an amount not to exceed \$600,000.

Background

The Port's Tourism Marketing Grant program was established in 2016 to

1. Drive out-of-state visitor-spending to the region
 2. Increase the economic impact of Port facilities such as SEA Airport and cruise terminals
- Over the past eight years the Port's Tourism Marketing Support Program (TMSP) has helped fund \$2,315,428 of marketing efforts through 178 grants statewide.
 - Initially the Port invested \$100,000 per year into these partnership grants. We increased Port funding to \$200,000 in 2018
 - The evaluation criteria were first modified in 2018 to put emphasis on eco and cultural tourism.

RCW 53.08.255

Tourism promotion and tourism-related facilities authorized

Any port district in this state, acting through its commission, **has power to expend moneys and conduct promotion of resources and facilities in the district or general area** by advertising, publicizing, or otherwise distributing information **to attract visitors and encourage tourist expansion.**

Grant Details

2016-2023

178 grants awarded
Maximum \$10k (2:1 match)
\$1,276,114 in actual funds paid
\$1,039,315 in actual match funds

Funded Projects

Each applicant provides a detailed description that outlines the project’s objectives, how it delivers on Port goals, and the key metrics which will be submitted as part of the final report. Projects have included:

- Digital Campaigns/Advertising
- Media and Travel Trade Familiarization Tours
- Event Promotion
- Content Creation
- Visitor Transportation Enhancement
- Industry Events

Regional Breakdown

- Seattle/King County – 41%
- Western WA – 37%
- Central WA – 20%
- Eastern WA – 12%

Project Focus

Emphasis on Port priorities has been increased over the years and the proposed changes for 2024 will provide even greater clarity.

Focus	All-Time	2023
DEI	30%	55%
Eco-tourism	20%	27%
Shoulder Season	12%	9%
Cultural Organizations	10%	18%

Note: Does not total 100%. Some projects encompassed more than one of the themes, others none.

Program Evaluation

- Over the past eight months the Tourism Department has engaged with current, former and potential TMSP grant recipients to gather feedback about their experience with the program.
- In general, TMSP is a very well-received program, but some challenges were identified, especially from smaller organizations. These obstacles included:
 - **Inflation** and increased costs have lessened the impact of received funds
 - **Short window** to execute marketing plans eliminated shoulder seasons and limited scope of projects
 - Evaluation scorecard did not clearly reflect Port's DEI and sustainability priorities
 - Focus on "new" programs created more work and lessened impact of current programs in need of enhancement
 - Low match contribution levels allowed for admin of projects impacted smaller organizations' ability to participate
 - Notification of the program and the application window

Moving Forward – Key Refinements to 2024/25 Program

1. Converting to a two-year grant program
2. Increase the maximum award for grants to \$20k and creating a second tier of grants at \$10k
 - Second tier grant to provide greater access for smaller, cultural organizations that may not have the capacity to apply for the first tier grant.
 - Provides additional time and help with applications and project scoping
3. Moving and expanding the window of time to execute projects to encourage visitation during shoulder seasons and other need periods
4. Modifying the evaluation process to further emphasize diversity, equity and inclusion and other Port priorities
5. Increasing outreach to encourage applications, cultivate inclusion and provide support throughout

The main goal of the program remains unchanged: To drive visitor-related spending to the region through the use of Port facilities.

Two-Tiers of Grants

Tier One – Up to \$20k

- For larger organizations (DMOs, major attractions, chambers of commerce, etc.)
- 2:1 match, Port funds to actual funds
- Open to all applicants

Tier Two – Up to \$10k

- Designed for smaller, arts, and culturally-focused organizations whose missions specifically address diversity, equity and inclusion and that may not have the capacity or resources to participate in the Tier 1 program.
- 2:1 match, Port funds to actual funds
- Admin/staff time can account for up to 50% of actual match funds.

MAXIMUM TOTAL FOR ALL GRANTS - \$600k over 2 years, Increased from \$200k per year to provide greater impact and help overcome increased costs.

Benefits of a Two-Year Program

- Provides more time to execute projects and measure their impact
- Allows greater emphasis on shoulder season and other need periods, a key responsible tourism goal
- Allows Port staff more time to provide guidance through informational webinars and Q&A sessions.
- Increases program accessibility by creating longer application window
- Expands range of projects which can be executed

Updated Evaluation Process

The updated evaluation scorecard used by the evaluation panel clarifies Port priorities and provides increased emphasis on responsible tourism.

Current Evaluation Scoring

Criteria	Max. Value
Project Scope	50
Responsible Tourism/DEI	25
Clear Metrics	10
Community Collaboration	5
Project Sustainability	5
Shoulder Season Impact	5
Total	100

Updated Evaluation Scoring

Criteria	Max. Value
Overall Impact	40
Shoulder Season Impact	20
DEI Impact	20
Environmental	20
Total	100

Focus on Responsible Travel

The Port's Responsible Travel Handbook will be linked to the TMSP application process to provide guidance and inspiration for applicants as they design their marketing plans.

In an effort to advance conversations around tourism's impact on the environment, destination stewardship, and diversity, equity, and inclusion (DEI), the Port led a collaborative effort with statewide partners to develop this resource in 2023.

The contents provide practical guidance on how organizations can help usher in a better version of the tourism industry that works for all Washingtonians.



New Timeline

February 13, 2024 – Program Authorized by Commission

February 14, 2024 – Application Window Opens

Feb-March 2024 – Three Informational Sessions Held

End of March – Applications Due

April 2024 – Evaluation Panel Meets/Recipients Selected

April-June 2024 – Contracts Executed and Projects Begin

June 2024-Sep. 2025 – Check-ins, Support and Progress Reports

Dec 2025 – Final Deadline for Reports and Payments



**COMMISSION
AGENDA MEMORANDUM**

Item No. 8j

ACTION ITEM

Date of Meeting February 13, 2024

DATE: February 2, 2024

TO: Stephen P. Metruck, Executive Director

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

SUBJECT: Automated Screening Lanes Checkpoint Conversion Project (CIP# C801420)

Amount of this request: \$12,000,000

Total estimated project cost: \$12,250,000

ACTION REQUESTED

Request a single Commission authorization for \$12,000,000 for the Executive Director to take all steps necessary, including the execution of all contracts, including Public Works, Alternative Public Work procedures in accordance with RCW 39.10, Goods and Services Personal Services, Professional Services, other consulting services, and any other types of contracts or agreements to complete this project.

EXECUTIVE SUMMARY

This project will replace Automated Screening Lanes (ASLs) with standard (non-automated) screening lanes at passenger Security Checkpoints 2 and 3 at Seattle-Tacoma International Airport (Airport). This work will be completed in Q2 2024 using a combination of design and construction contracts and port forces. This project is supported by the Transportation Security Administration (TSA) to mitigate security lines and improve customer service at the Airport.

JUSTIFICATION

Passenger loads continue to increase and create long lines at the Airport’s passenger security checkpoints. There were 50.8 million passengers in 2023, and there is forecasted to be 52.6 million in 2024. Currently installed ASL’s are not providing the passenger throughput expected, therefore creating inefficiencies at the passenger Security Checkpoints at which they are installed, Checkpoints 2, 3 and 5. In addition to underperforming, ASLs regularly go out of service for maintenance issues, causing frustrations for passengers and the TSA.

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Diversity in Contracting

For construction, the project team plans to utilize (1) an existing IDIQ design contract, which has a 25% WMBE goal, and (2) an existing Job Order Contract, which has a 6.3% DBE goal.

DETAILS

This project will make modifications to the screening lanes at passenger Security Checkpoints 2 and 3. The project will convert the Automatic Screening Lanes (ASLs) to standard screening lanes like those being used at Checkpoints 1, and 4, along with all supporting infrastructure. This project will provide the Airport with an additional four security checkpoint lanes and improved queuing space within the terminal. Achieving this project before the busy summer period has risks, specifically regarding: quality of design, reducing time for investigations, and construction pushing out beyond intended into the busy period.

Security Checkpoint 5 will be converted to all standard lanes, as well, inside of the scope for the SEA Gateway Project.

Scope of Work

Demolish existing security screening systems at checkpoints two and three. Deliver and install new security equipment, provide additional infrastructure as needed, and complete final system testing and integration of security lanes.

Schedule

Activity

Commission Design & Const. Authorization	2024 Q1
Design start	2024 Q1
Construction start	2024 Q2
In-use date	2024 Q3

Cost Breakdown

	This Request	Total Project
Design	\$1,500,000	\$1,750,000
Construction	\$10,500,000	\$10,500,000
Total	\$12,000,000	\$12,250,000

ALTERNATIVES AND IMPLICATIONS CONSIDERED

Alternative 1 – Checkpoints two and three would remain with ASLs in place, rather than removing and converting them back to traditional lanes. This would keep the number of lanes at eight and seven respectively and would not increase the number of lanes.

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Cost Implications: This would not seek to spend any money on increasing the number of lanes. There would be no cost implications.

Pros:

- (1) No capital cost.
- (2) Avoids the risk of construction spilling over into summer and causing increased congestion at checkpoints during a busy season.

Cons:

- (1) Does not address the current congestion issues due to lack of suitable lane numbers at the Port’s checkpoints.
- (2) Does not support new security directive of providing qualified equipment that meets the new Checkpoint Property Screening System (CPSS) requirements.

This is not the recommended alternative.

Alternative 2 – Replace 15 ASLs at with 19 traditional screening lanes. In this alternative the work would be undertaken with a full checkpoint shutdown at a time. Checkpoint two will be prioritized for K-9 screening, with construction for checkpoint three starting once checkpoint two is finished.

Cost Implications: This would be the less expensive alternative for the construction work. By shutting down a whole checkpoint, all stages of construction can more efficiently utilize the space.

Pros:

- (1) Faster than alternative two by shutting down a whole checkpoint at a time and allowing for more efficient construction work.
- (2) Once checkpoint two is back online, there will be additional lanes to ease some of the negative congestion effects during checkpoint three’s construction.

Cons:

- (1) Will have negative congestion effects during the construction periods.

This is the recommended alternative.

<i>Cost Estimate/Authorization Summary</i>	Capital	Expense	Total
COST ESTIMATE			
Original estimate	\$12,000,000	\$0	\$12,000,000
AUTHORIZATION			
Previous authorizations	\$250,000	0	\$250,000
Current request for authorization	\$12,000,000	0	\$12,000,000
Total authorizations, including this request	\$12,250,000	0	\$12,250,000
Remaining amount to be authorized	\$0	\$0	\$0

COMMISSION AGENDA – Action Item No. 8j

Meeting Date: February 13, 2024

ATTACHMENTS TO THIS REQUEST

None

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

None



**COMMISSION
AGENDA MEMORANDUM**

Item No. 10a

ACTION ITEM

Date of Meeting February 13, 2024

DATE: January 23, 2024

TO: Stephen P. Metruck, Executive Director

FROM: David McFadden, Managing Director
Annie Tran, Economic Development Manager

SUBJECT: Review of Economic Development Partnership Program and 2024 Authorization Request

Amount of this request: \$900,000

ACTION REQUESTED

Request Commission authorization for the Executive Director to execute contract agreements and implement the 2024 Economic Development Partnership program with King County cities in an amount not to exceed \$900,000. Commission also authorizes Executive Director to execute contracts using unutilized program funding to advance regional initiatives to further equitable and small business recovery.

EXECUTIVE SUMMARY

The Economic Development Partnership (EDP) program builds alliances with King County cities to advance economic development broadly across the region. Currently, the program is funded by the Port property tax levy, which provides cities \$5,000 - \$60,000 grants to implement economic development projects that tie to the Port’s business interests. The Port requires a 50% match (up to 25% monetary match and 25% in-kind resources match) to ensure cities are also committed to project success.

The Port of Seattle Commission created the EDP program in 2016 to advance local economic development in partnership with cities in King County. Over the past seven grant cycles (2016 – 2023), city grant partners have implemented projects that advanced economic diversification, local business development, company attraction, planning and feasibility studies, tourism, and workforce development.

For 2024, staff is requesting Commission to authorize funding not to exceed \$900,000 to implement the EDP program. These funds would be used to support one-year contracts with participating cities. Our municipal partners recommended we move to one-year contracts to better align with their biennial budget timelines.

Meeting Date: February 13, 2024

2022-2023 YEAR IN REVIEW: CITY PARTNERS FOCUS ON RELIEF/RECOVERY EFFORTS

In 2022-2023, 27 cities used Port grant funding to advance economic relief and recovery initiatives. The following table shows significant investments were made to support small business, promote buy local campaigns, advance responsible tourism, and support impacted workers.

Economic Development Partnership Awards by Project Category

City Size	Port Award	% of Port Award	City Match	Total Investment (Port Award + Match)
Small Business Assistance	\$593,820	42%	\$859,685	\$1,453,505
Buy Local/ Placemaking	\$351,911	25%	\$279,052	\$630,964
Tourism	\$300,876	21.3%	\$417,237	\$718,114
Plans/Custom Projects	\$114,680	8%	\$60,239	\$174,919
Workforce Development	\$54,000	3.7%	\$61,700	\$115,700
Total	\$1,415,287	100%	\$1,677,915	\$3,093,203

Participating cities contributed \$1,677,915 in matching resources. About \$1,246,607 (88.1 percent) of Port grant awards were used to provide small business assistance, promote buy local/placemaking, and advance tourism development projects.

During 2022-2023, the Port convened eight quarterly (virtual and in-person) meetings with cities to share resources to support small businesses, best practices, and developed regional partnerships between Greater Seattle Partners and the Seattle Metropolitan Chamber of Commerce.

CUMULATIVE IMPACTS

Participating cities had the discretion to select their projects and initiatives with the advice and review from Port staff. The 27 cities implemented economic relief and recovery initiatives. Below represents the aggregated data for cumulative impacts for reach of the project categories.

Small Business Assistance:

- 1,279 businesses surveyed.
- 661 businesses received assistance.
- 791 hours of 1:1 business consultation provided.
- 77 events hosted with attendance from 1,698 business owners.
- \$938,849 of business grants and funding distributed to businesses.

Promote Buy Local/Placemaking:

- 102,000 people attended events.
- 29 events hosted.

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- 1.1 million marketing impressions
- 155 local merchants promoted.

Tourism:

- Events generated 156,000 attendees.
- 6,700 hotel room nights reserved.
- 9.5 million marketing impressions.
- 4,000 trips.
- \$200,000 increase in admission ticket sales.

Plans/Custom COVID-19 Projects:

- Issaquah and Sammamish used a portion of their funding to support economic analysis and planning for the comprehensive plans.

Workforce Development:

- Kirkland connected job seekers with local employers, to create jobs, enhance skills, provided trainings, and aimed to close workforce gaps.

BENEFITS

As a result of the funding opportunities for cities, this grant has furthered positive relationships with cities throughout King County over the last seven years. During COVID-19, grants provided key and critical resources to cities during the pandemic and funding often helped anchor assistance to local businesses during challenging times.

Additionally, this program convenes our city partners four times a year around local and regional economic development initiatives to foster ongoing collaborative efforts. All in all, the Program has led to tangible small business development, tourism and placemaking outcomes across King County.

LOOKING FORWARD

The future of the program relies on being able to tell a collective story about the regional economic development initiatives conducted in collaboration with our city partners. In efforts to sync up better with the city partners' biennial budgets, we recommend authorizing the program for one-year in 2024.

Equity Considerations and Defined Metrics

As continued improvements are made to the program, program staff look forward to establishing more defined and tighter metrics for the program that highlight and support inclusion of WBME businesses. Additionally, the program application will be refined to include more of an emphasis on diversity, equity, and inclusion and define which metrics to collect to reflect these outcomes.

Support for Small Cities

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Continued support will be provided to cities without economic development staff to support projects. Additionally, we are recommending an increased minimum funding from \$5k to \$10k for the smallest cities. Small cities will also receive additional time and attention they need to formulate projects, applications, etc.

DETAILED INFORMATION ON CITY PROJECTS

Projects Descriptions by City and Regional Partnership

Regional Partnerships

Bellevue, Issaquah, Kirkland, Redmond and Renton

- **Startup 425** Revamped the Startup425 Program with Bellevue serving as the administrator for the program and partnership. (startup425.org)
 - Hosted 10 events on the Eastside with 216 cumulative attendees. Topics included: Eastside Venture Capital Panel during Seattle Tech Week, CoWorking, and a “How to Start a Business” resource specific to each participating city.
 - Hired 2 entrepreneurs in residence to help run the program and trainings.

Individual City Projects

Auburn - \$120,000

- **Small Business Assistance with Green River College SBDC** - Contracted with Green River College's Small Business Development center to provide technical assistance.
- **Digital Marketing Campaign for Tourism** – Created an online marketing campaign to increase tourism in Auburn focused on "Explore Auburn."

Bellevue - \$120,000

- **Downtown Bellevue “Hello Again” and “Buy Local”** - Partnered with the Bellevue Downtown Association to host a downtown marketing and activation campaign. The program promoted outdoor dining, Main Street businesses with outdoor dining, and wayfinding of the Grand Connection pedestrian mall.
- **BelRed Arts District Formation** - The Cultural and Economic Development team organized stakeholders to form a BelRed Arts District organization.
- Administered the **Startup425** regional partnership to support small and startup businesses.

Black Diamond - \$5,950

- **Marketing Video** - Developed a marketing video to promote local businesses in Black Diamond.
- **Welcoming Packet** - Produced a resource for new businesses to easily access and streamline the process of opening a business in the city.

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Bothell - \$25,000

- **Street Fair Buy Local Business Expo** - Used targeted marketing and outreach to identify and recruit 100 businesses to participate in the expo.

Burien- \$74,125

- **Small Business Assistance: Business Survey** - Conducted a city-wide business survey to understand what Burien businesses need moving forward to recover.
- **ShopLocalBurien** – Developed a "Shop Local Burien" marketing campaign in partnership with local business groups to encourage residents to shop locally with Burien businesses.
- **'It's a Wonderful Burien' Program Support** – Supported small businesses, retail shops, and restaurants during the shopping season. Hosted a marketplace development concept for entrepreneurs through pop-up retail opportunities in the plaza in coordination with Small Business Saturday and economic development partners.
- **Small Business Development Center and Soundside Alliance** - Supported Burien's membership in the Soundside Alliance to further coordination and collaboration of small business assistance, pandemic recovery, and funding for the Small Business Development Center at Highline College to provide small business technical assistance.

Carnation - \$10,000

- **Small Business Summit, Survey, Business Directory** - Hosted a Small Business Summit and surveyed businesses to discover needs and opportunities. Results from the summit and survey were used to create a business directory, which were mailed to all households within city limits and distributed to local businesses to further promote small businesses.

Covington - \$13,333

- **Small Business Assistance Center Partnership with Green River College SBDC** - Contracted with the Green River College Small Business Center to provide direct 1:1 business assistance to small businesses based in Covington.

Des Moines - \$66,200

- **EATS program** - EATS (Emergency Assistance to Seniors) provided \$2,500 each week to a different restaurant/ food service provider, who then provided meals to 125 seniors and veterans in our community. The economic development program helped provide cashflow to local businesses.
- **Marketing Campaign for Small Business Grant Program** - Promoted small business grants that were available for our local small businesses.
- **Food Truck Pilot Program** - Developed food truck pilot program to provide guidance and recommendations for best practices for food truck hosting. Established a map that provides current and future locations for food trucks.

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Enumclaw - \$25,660

- **Enumclaw Expo Center Tourism Promotion** - Marketing campaign focused on attracting regional tourism to the events held at the Enumclaw Expo Center and the Plateau.

Federal Way - \$18,733

- **Business Outreach and Survey** – Conducted survey and outreach to businesses to measure how businesses are doing and the resources they need.

Issaquah - \$81,280

- **Regional Business Summit with Chamber of Commerce** - Hosted a Regional Business Summit to discuss regional issues and peer learning on business topics.
- **#IssaquahLoyal** – Supported local businesses through the #IssaquahLoyal shop local campaign, created seasonal marketing campaigns focused on highlighting existing businesses via videos, electronic news articles, and Shop Small Saturday activities.
- **Economic Analysis and Planning** - Conducted strategic planning efforts to understand new opportunities to serve "office workers" working from home as well as business retention and expansion.
- **Participated in Startup425** regional partnership.

Kenmore - \$41,800

- **Business Acceleration Training** – Hosted a 5–6 week business training series to accelerate businesses and offer 1:1 consultations to small businesses.
- **Back Our Businesses and Tourism Promotion** – Designed a marketing and social media campaign using professional photos to promote local businesses, business districts, and home-based businesses.
- **Competitive Analysis of Downtown Kenmore** - Analyzed downtown Kenmore's ability to draw talent and investment compared to other communities in the subregion.

Kent - \$40,440

- **Food Business Acceleration & Partnership Development in Food Ecosystem** – Conducted a study on business incubation, private market services, and developed more explicit connections between CDFIs looking to create business acceleration services for BIPOC business owners in the food industry.

Kirkland - \$120,000

- **Shop, Local Kirkland/Explore Kirkland Campaign** – Updated functionality of ShopLocalKirkland.com website to expand business opportunities locally. Integrated this with ExploreKirkland.com to promote tourism and “All Things Kirkland.”
- **Workforce Development Procurement** – Developed regional workforce development strategies and provided recovery help for businesses struggling with worker attraction, hiring and retention, and connecting those seeking employment with employers requesting certain skillsets in the marketplace.

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- **Home-based Business Survey and Pop-Up Expo** – Surveyed 3,800 home-based businesses to better understand the needs of this large business population to inform design and deployment of resources, programs, and services the city proposes. Hosted a Pop-Up Business Expo and invited businesses to vend their products.
- **Participated in Startup425** regional partnership.

Maple Valley - \$53,000

- **Business Leakage Study** – Conducted a business leakage study to analyze commerce data and trends from 2017 to current, with special attention to COVID-19 economic issues. The study informed how the city can support local businesses, including small businesses and women-and-minority-owned businesses.
- **Business Marketing Video** – Produced a marketing video using the data and analysis from the business survey and business leakage study to target small businesses and retain them.

Mercer Island - \$51,280

- **Outdoor Seating** – Partnered with local businesses to design attractive outdoor seating areas to expand dining capacity and create “eating destinations” in the Island’s central eating business districts.
- **MInext Buy Local Campaign** – Designed and implemented a summer campaign under the MInext Buy Local marketing program to promote outdoor experiences, including dining al fresco, visiting the Farmers’ Market, and attending socially distanced community events.

North Bend - \$10,004

- **Downtown Business Marketing Buy Local Campaign** – Partnered with the North Bend Downtown Foundation (NBDF) for “buy local” marketing campaigns to support, plan, and manage cherished downtown events.
- **SnoValley App** – Partnered with the chamber to develop the SnoValley app to highlight and promote local businesses to residents and tourists.
- **Business & Outreach Assistance** - Partnered with the SnoValley Innovation Center and SnoValley Chamber of Commerce to develop business-focused surveys and focus groups to better understand issues.

Normandy Park - \$11,667

- **Small Business Mixers and SBDC Referrals** – Hosted five Business Mixers with the Southside Chamber of Commerce. Topics included business assistance and support, arts and culture, nonprofits, innovation, and hospitality. Emphasis on offering support for home-businesses and making referrals to the SBDC.

Pacific - \$7,125

- **Veterans Memorial along Interurban Trail** - Supported pre-construction, site development, and groundbreaking of three additional war memorials along a

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prominent location along the Interurban trail to honor veterans from World War I through the Afghanistan War to promote tourism along the Pacific section of trail.

Redmond - \$120,000

- **Small Business Walk Program** - Visited small businesses to learn about their challenges and concerns. Targeted businesses who are being impacted by redevelopment and those who were in high displacement areas.
- **Local Small Business Resiliency Support Program** - Offered tailored one-on-one advising to small businesses in the areas of marketing, business management, cashflow analysis, buying and selling the business, international trade, expansion and relocation needs, accounting/tax advising and more.
- Participated in **Startup425** regional partnership.

Renton - \$120,000

- **Geolocation Marketing Campaign** – Promoted Renton as a destination for tourism, recreation, business opportunity and investment using geolocation technology to determine who visits Renton, where they are coming from and what is driving their visit.
- **Film Competition** – Worked in partnership with the Renton Municipal Arts Commission and REELRenton, the City hosted a filmmaking challenge designed to support local filmmakers to create short promotional videos that highlighted local businesses and built a name for Renton as a leader in the film industry.
- **Arts and Culture Incubator** – Activated a creative hub with local artists and art programming and create a toolkit with resources and testimonials about the creative economy in Renton, including links for how to get involved.
- **Main Street Workshop and Pitch Competition** – Hosted an entrepreneurial pitch competition that educated start-ups how to pitch their business and work through their business plans. Awards were given at the end with the potential for a business to receive a grant to locate their business downtown.
- Participated in **Startup425** regional partnership.

Sammamish - \$38,400

- **Developed an Economic Profile and SWOT Analysis** - Completed economic development data analysis to understand the impacts of the pandemic, including business activity, economic characteristics of residents, etc. The City engaged the community at the annual Block Party to receive feedback and formed a Community Advisory Group to inform the study.

SeaTac - \$60,125

- **Business Retention Outreach Program and COVID-19 Referrals** – Conducted an outreach and business climate survey to local businesses focusing on hospitality and airport related businesses, while making referrals for businesses to seek resources.

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Shoreline - \$118,000

- **Music Industry Recovery, Incubation, & Tourism** – Hosted Fourth Annual Shoreline Music Summit + Showcase to include a new Shoreline Music Summit that offered live music at multiple locations to support the recovery of highly vulnerable live-music venue businesses as well as promotion of emerging and BIPOC artists.
- **Glass Art Festival Tourism and Local Business Support** – Hosted a national tourism attraction by hosting live-demonstrations of glassmaking with Shoreline’s “Friday Glass Studio” artwork. Also promoted the neighborhood commercial center Downtown Ridgecrest as an emerging as a creative district.
- **Shoreline Place Farmers Market** - Increased awareness of the Farmers’ Market as an essential business, retain customers during period of disruption, due to a new location due to construction and physical distancing requirements due to COVID-19.
- **Juneteenth Music and Marketplace** - Hosted Shoreline's first-ever official Juneteenth celebration including live music, mural, video production, and vendor fair featuring local Black-owned food vendors and Black-owned small businesses.

Snoqualmie - \$25,695

- **Trail Map** - Created a trail map highlighting trails and businesses for visitors to explore in the area.
- **Outdoor Seating/Furniture** – Installed outdoor seating and tables for visitors to stay a while and dine out after shopping in downtown Snoqualmie.
- **Snoqualmie Winter Lights Marketing** – Supported a marketing campaign for the Snoqualmie Winter Lights event in downtown Snoqualmie.
- **Wedding Venue Guide** – Partnered with SnoValley Chamber of Commerce to produce a wedding venue guide highlighting local wedding industry businesses in the SnoValley region.

Tukwila - \$44,000

- **Experience Tukwila** – Produced high-quality videos and photography for small, consumer facing businesses to promote the businesses on Experience Tukwila and other platforms. (experiencetukwila.com)
- **Economic Development Update** - Updated the city’s economic development data and created the city’s first economic development plan. This data was synthesized into one-pagers the city used for promotional and businesses information needs. The city also created a video to promote the city to tourism groups and business groups.

Woodinville - \$26,000

- **“2-Days in Woodinville” Tourism Promotion** - Partnered with the Woodinville Chamber of Commerce and developed a “Stay in Woodinville” tourism and buy-local campaign focused on keeping Woodinville visitors in Woodinville longer.

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FINANCIAL IMPLICATIONS

Annual Budget Status and Source of Funds

The Port of Seattle Economic Development Partnership program is an initiative that will cost approximately \$900,000 to implement in 2024. The Port property tax levy will be used to support this grant program.

ATTACHMENTS TO THIS REQUEST

- (1) Presentation

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

February 8, 2022 - The Commission authorized the Executive Director to execute contracts supporting the 2022-23 Port of Seattle Economic Development Partnership Program in an amount not to exceed \$1,860,000.

February 9, 2021 – The Commission authorized the Executive Director to execute contract agreements and implement the 2021 Economic Development Partnership program with King County cities in an amount not to exceed \$930,000.

July 10, 2020 – The Commission heard a briefing on how the 2020 Economic Development Partnership Program funding was being used to respond to COVID-19.

December 10, 2019 – The Commission authorized the Executive Director to execute contract agreements and implement the 2020 Economic Development Partnership program with King County cities in an amount not to exceed \$965,000.

July 23, 2019 – The Commission heard a briefing on the 2019 Economic Development Partnership program.

January 8, 2019 – The Commission authorized the Executive Director to execute contracts supporting the 2019 Port of Seattle Economic Development Partnership Program in an amount not to exceed \$960,000.

December 11, 2018 – Presentation to the Commission on the results of the 2017-2018 Economic Development Partnership Program and the findings of a draft program evaluation report completed by Community Attributes Inc.

Port of Seattle Economic Development Partnership Program Grant Cycle Review & Authorization Request



2024 Authorization Request



Request Commission authorization for the Executive Director to execute contract agreements and implement the 2024 Economic Development Partnership program with King County cities in an amount not to exceed \$900,000.



Background

Original Premise

- Grant program started in 2016 to support local and regional economic development:
- The Port found **there were few, if any, resources available to fund local economic development projects**
- While City partners did have some economic development resources, they were very limited and often did not allow cities to undertake larger or longer-term initiatives

Program Parameters

- **Port of Seattle provides matching grants to cities based on per capita formula.** Cities receive a minimum of \$5,000 and maximum funding is capped at \$60,000 (ex. Carnation = \$5,000 – Bellevue = \$60,000).
- Cities develop appropriate economic development projects that tie to Port business interests
- **Cities must provide 50 percent match for Port funding** (can include in-kind resources)

COVID-19 PIVOT

- Program pivoted during the COVID pandemic. Emphasis was put on small business relief and assistance. Rebuilding and/or supporting local tourism was another major priority.

2022-2023 Grant Cycle

27 Cities Participated

Funds Distributed = \$1,415,287

City Match Funds = \$1,677,915

Total Investments = \$3,093,203

Grant Project Focus	Port Award	% of Port Award	Total City Match	Total Investment (Port Award + Match)
Small Business Assistance	\$593,820	42%	\$859,685	\$1,453,505
Buy Local/ Placemaking	\$351,911	25%	\$279,052	\$630,964
Tourism	\$300,876	21.3%	\$417,237	\$718,114
Plans/Custom Projects	\$114,680	8%	\$60,239	\$174,919
Workforce Development	\$54,000	3.7%	\$61,700	\$115,700
Total	\$1,415,287	100%	\$1,677,915	\$3,093,203

Cumulative Small Business Assistance Impacts



**1,279 Businesses
Surveyed**



**661 Business
Assisted**



**791 one-on-one
business
consultation hours
provided**



**77 events hosted
with ~1,700
businessowners
attending**



**~\$923,000 of
business grants and
funding distributed
to businesses**



Small Business Assistance Initiatives

Small Business Assistance / Technical Assistance

- Partnerships with SBDCs – (Auburn, Covington, Maple Valley, Black Diamond)

Business Outreach/Business Retention Surveys

- Assessing current business conditions - (Burien, SeaTac, Maple Valley, Redmond, Federal Way, Normandy Park)

Small Business Grants/Funding

- Assisting with grants and funding opportunities - (Auburn, Burien, Des Moines, Redmond, Renton)

Food Incubation and Food Trucks

- Incubating and supporting small food businesses - (Kent, Des Moines)



Cumulative Tourism Impacts



EVENTS GENERATED
156,000 ATTENDEES



6,700 HOTEL ROOM
NIGHTS



9.5 MILLION
MARKETING
IMPRESSIONS



4,000 TRIPS
MADE



\$200,000+ INCREASE
ADMISSION TICKET
SALES MADE



Tourism Initiatives

Tourism & Marketing Campaigns

- Stay in Woodinville Tourism Campaign (Woodinville)
- Digital Marketing Campaign (Burien, Auburn)
- Trail Maps and Wedding Venue Guides (Snoqualmie)
- Experience Tukwila (Tukwila)
- Expo & Event Association (Enumclaw)

Events

- Juneteenth Music & Arts, Glaze Arts, Music Festival (Shoreline)



Buy Local/Placemaking Impacts



SHOP! EAT! PLAY!

KIRKLAND CITY HALL
Saturday, September 9th | 11 a.m. - 4 p.m.



DES MOINES

FOOD TRUCK PILOT PROGRAM



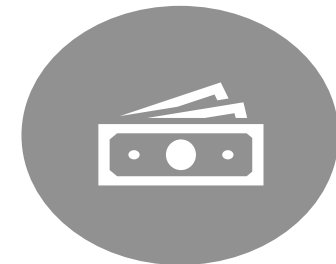
**102,000
ATTENDEES TO
EVENTS**



29 EVENTS HOSTED



**1.1 MILLION
MARKETING
IMPRESSIONS**



**155 LOCAL
MERCHANTS
PROMOTED**

Buy Local/Placemaking Initiatives

Buy Local

- “Hello Again” and “Buy Local” (Bellevue)
- ShopLocalBurien (Burien)
- Business Marketing Video (Maple Valley)
- App-based Business Directory for “Buy Local” (North Bend)
- Street Fair Buy Local Business Expo (Bothell)
- Food Truck Pilot Program (Des Moines)
- #IssaquahLoyal Shop Local Campaign (Issaquah)
- “Back Our Businesses” Business Promotion (Kenmore)
- Shop Local Kirkland/Explore Kirkland Campaign
- Farmers Markets (Kenmore, Shoreline)

Placemaking

- BelRed Arts District Formation (Bellevue)
- “It’s a Wonderful Burien” (Burien)
- Summer Celebration! Mostly Music in the Park, Towncenter Trick-or-Treat, and Illuminate MI (Mercer Island)



Bellevue

Grant Award: \$120,000

Buy Local “Heart of Bellevue”

marketing and activation campaign in partnership with Bellevue Downtown Association.

Administered Startup 425

for the Eastside cities, hired two new staff, and hosted a series of workshops, webinars, and online resources.

**Launched BelRed Arts District
Community Alliance**

and conducted an Arts Market Study to understand demand for artist housing and studio/creative space needs.



Arts Market



Bellevue Beats



Ice Rink



Pop-up Market

Maple Valley

Grant Award: \$53,000

Business Survey

- Sent survey to 500 business owners with 72 responding.
- 78% of respondents had a favorable view of doing business in Maple Valley.
- Most common challenges included high cost of conducting business, reaching customers, recruit/retaining employees, lack of reliable, high speed internet access.
- Nearly half of respondents view City-organized events as half a positive impact on their businesses.

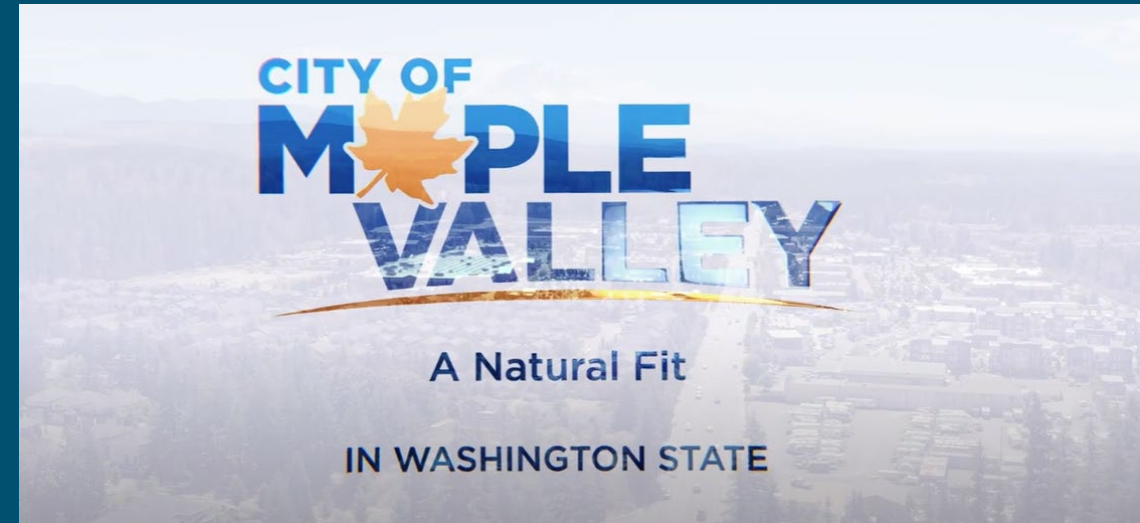
Business Leakage Study

- 25% of the workforce started working from home in 2021. Lake Wilderness saw 70k+ visitors from outside Maple Valley in Summer of 2022.
- Farmers Market more than doubled its visitors from outside the area code when it moved to Legacy Site. Voted No. 1 Farmers Market in WA State in 2023.

Business Marketing Video

Produced marketing video targets small businesses and provide business retention.

www.gomaplevalley.com



Shoreline

Grant Award: \$118,000

Music Recovery, Incubation, and Tourism

- Partnered with 17 sponsors and organizational partnerships to host 4th Annual Shoreline Music Summit in 2022.
- Gathered 80 local musicians for a summit
- 220,000 web and streaming impressions on KEXP.
- 800 people attended the 2022 Shoreline Music Showcase and gained 11 sponsorships.

Juneteenth Music & Marketplace

- 850 people attended the Inaugural Shoreline Juneteenth Celebration

Glass Art Tourism

- 4,600 attended the Glass Art Festival.
- 40% of impressions were out-of-state visitors. Attracted a large BIPOC audience where 61% were BIPOC.

Farmers Market

- 1,000 PRIDE Celebration Attendees at the Shoreline Farmers Market.





Shoreline PRIDE
“A welcoming place for all.”



Shoreline Juneteenth
Micro Business Marketplace

Renton

Grant Award: \$120,000

Geolocation Marketing Campaign

- Total Trips: 2,343 resulting from the campaign
- Fly-In Market: 345 visitors from outside WA state (300+ mi)

Film Competition

- Produced 7 film commercial projects highlighting local talent and spotlighting small businesses in Renton.
- 47 artists and 7 collaborations with Renton Municipal Arts Commission and Renton's OED to facilitate conversations on how to support creatives in the industry.
- 24 total partnership organizations participated. 143 attendees.

Arts and Culture Incubator

- 36 arts and culture nonprofits in Renton participated in a comprehensive survey to assess needs.
- Proactive outreach resulted in 22 artists and arts organizations contacted for pop-up opportunities, free public workshops, etc.

Main Street Workshop and Pitch Competition

- Program reached 5,000+ small business owners
- Communicated to 3,741 businesses in Renton
- 22 vendors participated in the Eastside Made Pop-ups
- 4 participants successfully launched a brick-and-mortar business





2024 MAIN STREET Pitch Competition

Learn important skills and compete to win prize money to build your business!

Apply online
Deadline: Mar. 19, 2024
rentondowntown.com/pitch




67 Entrepreneurs

19 live pitches

4 Winners

4 Ribbon Cuttings



5 Workshops

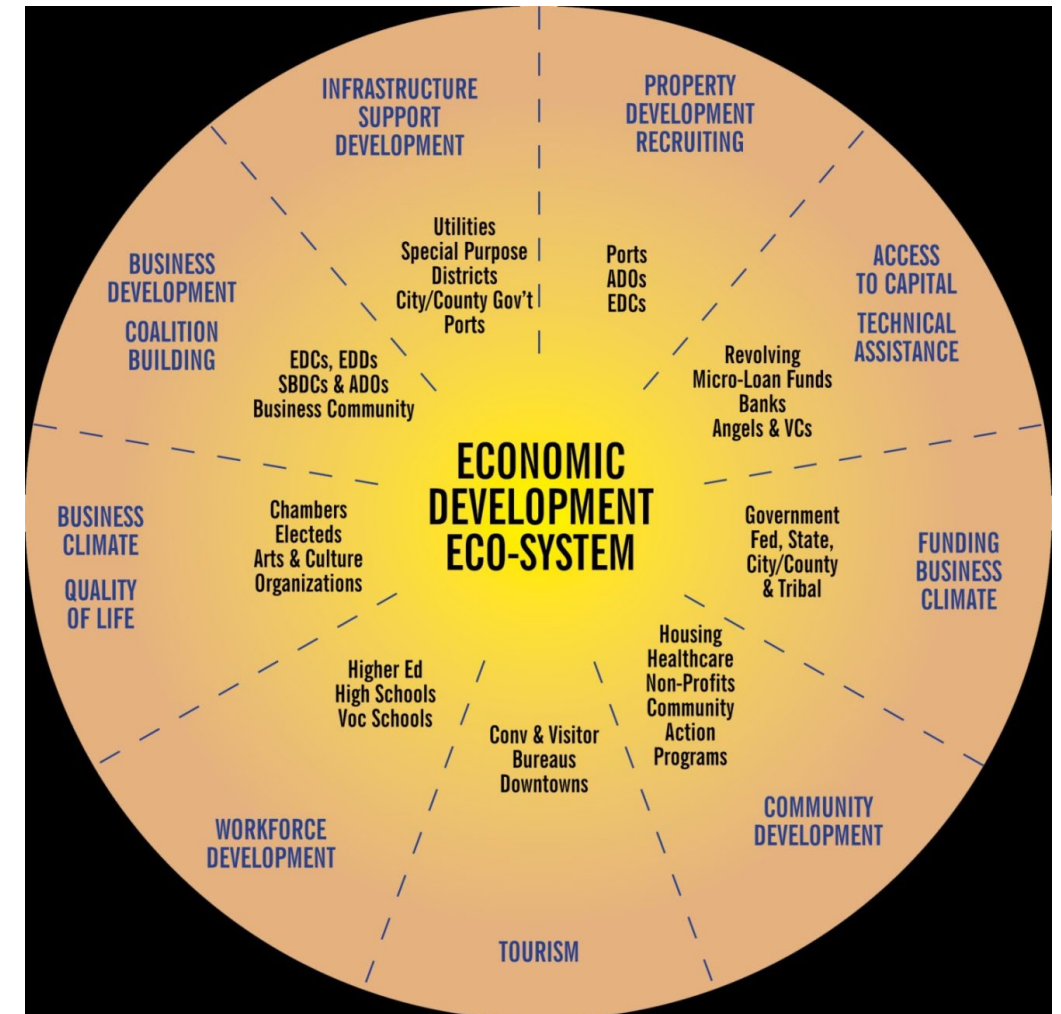


23 Partner



Return on Investment

- ✔ Grant program furthered positive relationships with Cities throughout King County
- ✔ Program has produced tangible small business development, tourism and placemaking outcomes across King County
- ✔ Grants provided key resources to Cities during pandemic – Port funding often helped anchor assistance to local business during these challenging times
- ✔ Program brings cities together around local and regional economic development
 - Regional roundtables provide valuable venue for collaboration



Insights

- **Metrics for program have improved**
- **Many cities advance equity** as part of their grant projects
- **Smaller cities** without economic development staff **need more support**
- **The Port can help by developing a “shared resource site”** that includes successful project write-ups, lists of consultants, and other helpful tools



Improving Outcomes and Focus

Metrics

- Stronger **emphasis on measuring outcome versus process**:
 - Jobs created or retained, funding secured, \$ increase in merchant sales, etc.
- Will **incorporate more outcome measures and specific standardized metrics** in our grant application
 - More calibration around small business outreach initiatives esp. survey questions
 - Better definition of outcomes from Tourism and Placemaking initiatives (ex. Merchant demographics, sales, etc.)
- **Tighter parameters around planning projects**

Equity Considerations

- Emphasize support for and inclusion of WMBE businesses within small business, tourism, and placemaking projects
 - New **reporting requirement to highlight outcomes for WMBE firms**
 - Enhanced **emphasis on identifying WMBE firms interested in Port opportunities**
 - Requirement that **events/initiatives underwritten by the Port are inclusive and welcoming** to BIPOC businesses and visitors

Recap

- **Request to authorize program for one-year** to provide cities and Port gap year to digest stronger metrics and align with city biennial budgets
- **Provide more assistance to cities without economic development staff** to support projects
 - Increase minimum funding from \$5k to \$10k for smallest cities
 - Provide additional time for cities that need to formulate projects, applications, etc.

Appendix

Auburn

Grant Award: \$120,000

Small Business Assistance with Green River SBDC

- Provided technical assistance to 217 small businesses.
- Hosted 13 online webinars with 52 attendees focused on marketing, employee retention, recruitment, business expansion, and online presence.

Digital Marketing Campaign

- Online marketing campaign generated 415,000+ impressions.
- Worked with influencers and created high quality marketing videos focused on "Explore Auburn", featuring small businesses, and natural environment, and Auburn's municipal airport.



Bellevue

Grant Award: \$120,000

- **Buy Local “Heart of Bellevue”** marketing and activation campaign in partnership with Bellevue Downtown Association.
- **Administered Startup 425** for the Eastside cities, hired two new staff, and hosted a series of workshops, webinars, and online resources.
- **Launched BelRed Arts District Community Alliance** and conducted an Arts Market Study to understand demand for artist housing and studio/creative space needs.



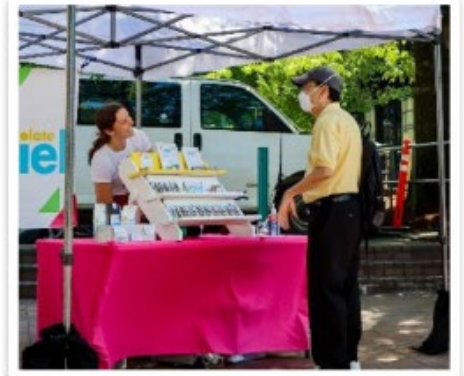
Arts Market



Bellevue Beats



Ice Rink



Pop-up Market

Black Diamond

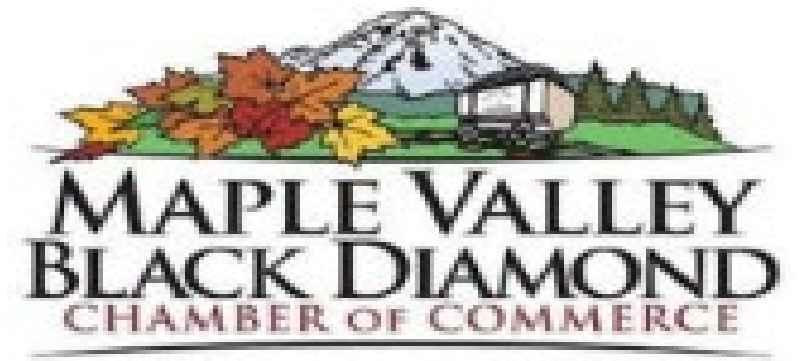
Grant Award: \$5,950

Marketing Video

- Developed a marketing video to promote local businesses in Black Diamond.

Welcoming Packet

- Produced a resource for new businesses to easily access and streamline the process of opening a business in the city.
- Implemented a free 30-minute consultation to meet city staff to ask questions about permitting processes.
- Surveyed 23 businesses in the city to understand how the city can support and grow their success.



Bothell

Grant Award: \$25,000

Street Fair Buy Local Business Expo

- Used targeted marketing and outreach to identify and recruit 100 businesses to participate in the expo.
- 91 businesses participated in the expo.
- 48% of the attendees were non-chamber members.
- 30% of the attendees were underserved businesses.



Burien

Grant Award: \$74,175

Business Survey

- Received 255 survey responses, including 34 Spanish responses. Intentional outreach led to 7x more Spanish language responses than the city received in 2018. Results helped decide investments the City made for business recovery.

ShopLocalBurien

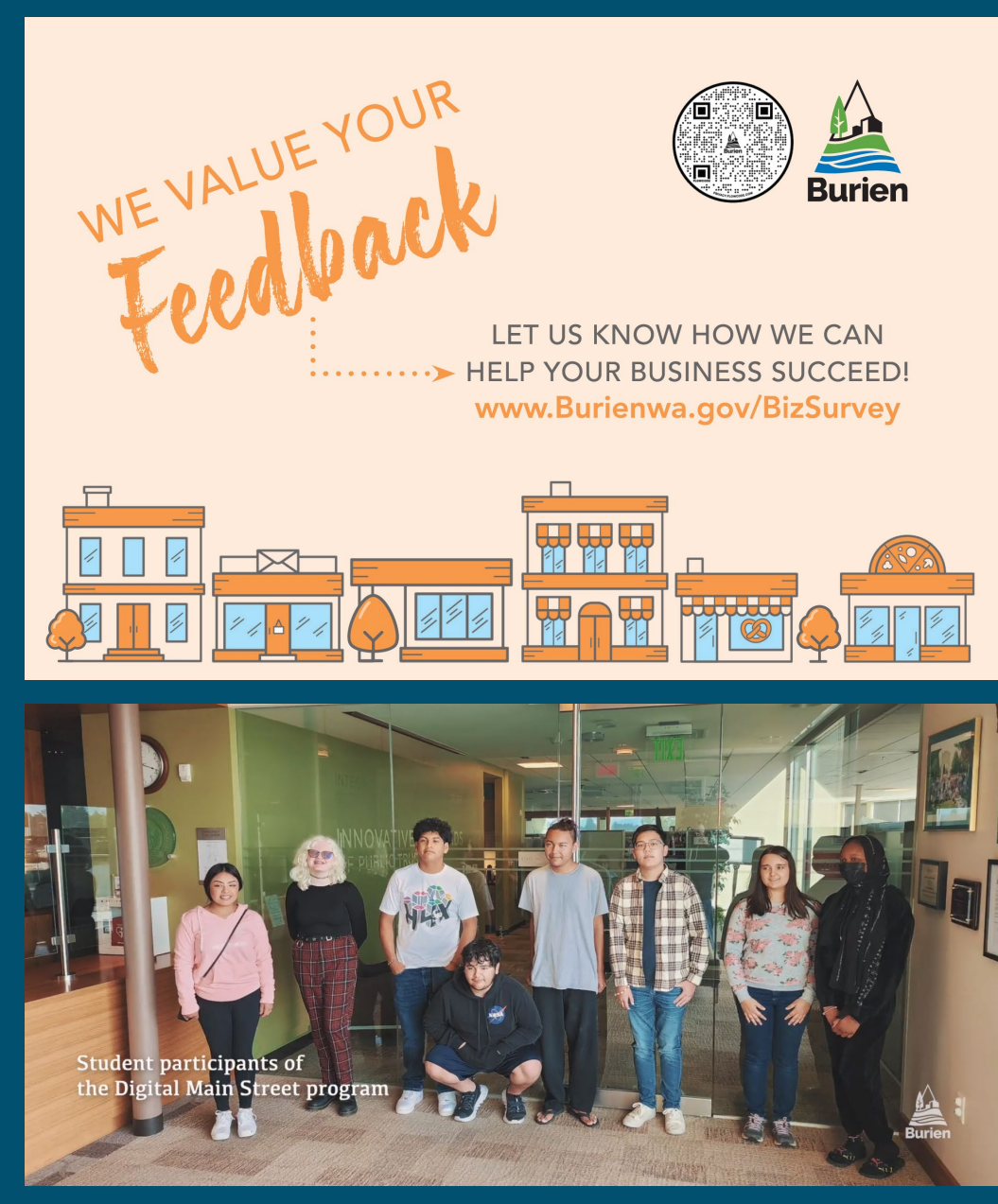
- 175+ businesses participated.

Buy Local - Small Business Technical Assistance

- Engaged 13 youth from Highlight School District to participate in the Urban League training program to learn digital marketing skills via a paid internship.

Small Business Development Center Assistance

- 38 businesses served, 2 jobs created, 14 jobs saved.



Carnation

Grant Award: \$10,000

Business Summit

- 14 community members attended the business summit

Business Survey

- 21 surveys were completed, 23% response rate.

Small Business Directory

- Produced an electronic business directory highlighting local businesses by business type.

CARNATION *Washington*
— YOUR NATURAL DESTINATION —



**BUSINESS
DIRECTORY**



Covington

Grant Award: \$13,333

Small Business Technical Assistance

- The Green River Small Business Development Center counseled 22 businesses and offered 73 hours of direct client services to businesses in Covington.



Des Moines

Grant Award: \$66,200

Marketing Grants & Business Assistance

- 40% increase in applications directly related to direct marketing.
- Nearly 84% of businesses that received assistance have been in operation for 3+ years.

EATS: Small Business Assistance

- Provided 125 meal tickets per week to seniors and veterans. Funded an additional 10 weeks of the pilot program. Weekly checks of \$2,500 to different food service businesses.

Food Truck Pilot

- Hosted 9+ continuous programs and events around the food truck pilot program with participation from 18 vendors.



Enumclaw

Grant Award: \$25,660

Tourism Campaign Enumclaw Expo & Event Association

- Marketing campaign focused on attracting regional tourism and attendance to the events held at the Enumclaw Expo Center and the City of Enumclaw. The campaign highlighted Enumclaw's shopping, restaurants, breweries, and wineries as destinations
- 320 reservations from WA residents, 25 states represented at KC Fair, RV park had visitors from 36 states and 7 countries.
- Generated 26,000 social media campaign impressions and 5,700 new users on website. Increased Facebook likes by 1.1k%

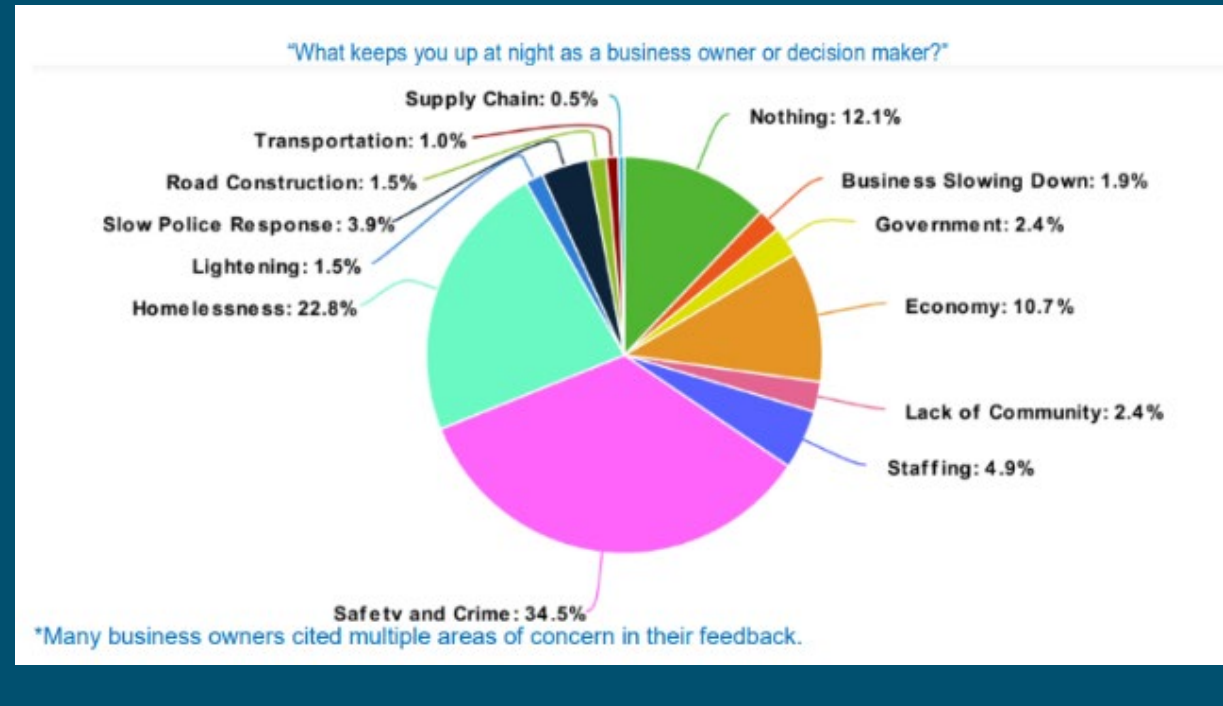


Federal Way

Grant Award: \$18,733

Business Outreach and Survey

- Conducted 7,820 dial attempts to contact businesses to survey them on 3 questions. Of 1,202 businesses that were contacted, 248 provided feedback via email. As a result, business contact information was verified and updated throughout the outreach process.
- Safety was ranked among the highest issues of concerns. Results from the survey will help shape future economic development support and programs moving forward.



Issaquah

Grant Award: \$81,280

StartUp425 – Regional and monthly co-working events

Regional Business Summit - 84 businesses attended

Seasonal Shop Local Campaign - 62 unique businesses highlighted in the Shopping Guide for 21+ unique holiday shopping events

Promote Local Businesses - 16 Issaquah Buzz podcast episodes recorded and more than 1,500 subscribers on YouTube.

Business Leadership Forums and Job Fairs - 100+ unique businesses participated in 3 Business Leadership Forums. 3 Virtual job fairs had 750 attendees.

Sideway Cafe Improvements - Communicated to 13 businesses, 5 interested businesses.

Economic Development Strategic Planning – Visited 100 businesses, 40 businesses 1:1 or focus group participation, 165 survey responses from businesses/residents



Kenmore

Grant Award: \$41,800

Business Assistance 1:1 Consults and Group Training

- City offers a 5-6 week business assistance training series, including individual meetings.

Kenmore Winter Events Ad and Pop! Shop Winter Market Ad

- The Holiday Entertainment Guide is a highly anticipated special section focusing on local holiday traditions, wintertime arts and entertainment, recipes and more, reaching over 800,000 readers overall.

THE CITY OF KENMORE PRESENTS

POP!

New vendors each day!

Daily giveaways!

Shop Kenmore

a locally curated winter pop-up market

Fridays and Saturdays in December at the Kenmore Hangar



WWW.KENMOREWA.GOV/POPSHOP



SPONSORED

Shop Local at the Pop! Shop Kenmore Winter Market

Visit the Pop! Shop Kenmore Winter Markets this holiday season to find unique gifts and support small businesses. The market runs on Fridays (3-7 p.m.) and Saturdays (12-4 p.m.) until Dec. 23 at the Kenmore Hangar. This indoor market features exceptional products, talented local artisans, and daily giveaways!

READ MORE

Kent

Grant Award: \$40,440

Food Business Acceleration & Partnership Development in Food Ecosystem

- **Survey Analysis** - King County Kitchen user survey was reopened for 2022 for a second cohort. There were a total of 88 responses analyzed from the two cohorts. (37 respondents from the first cohort and 51 respondents from the second cohort.) Survey had 64% completion rate for first cohort. Translations included 5 languages for this survey.
- **Monthly email** to 93 stakeholders, representing 50 organizations to keep them informed and engaged throughout the process.



Kirkland

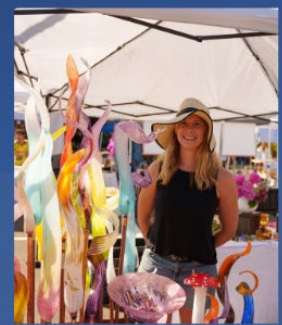
Grant Award: \$120,000

Shop Local Kirkland Content Creation Initiative

- Developed marketing and content plan which contributed to thousands of new users using the Shop Local Kirkland platform.

Small and Home-Based Business Assistance & Acceleration Project

- Surveyed 3,800+ home-based businesses, who make up nearly 50% of Kirkland's business license database.
- 308 home-based businesses responded to the survey, representing businesses in nearly every Kirkland neighborhood. Over 10+ industries represented.
- Recruited and curated 35 home-based Eastside business to participate on the East-side Pop-up Market. 91% were minority-owned, 37% immigrant-owned, and 3 youth vendors. 23% of vendors did not regularly participate in markets and received tents, tables and chairs during the event.
- **StartUp425** - Regional partnership.



Maple Valley

Grant Award: \$53,000

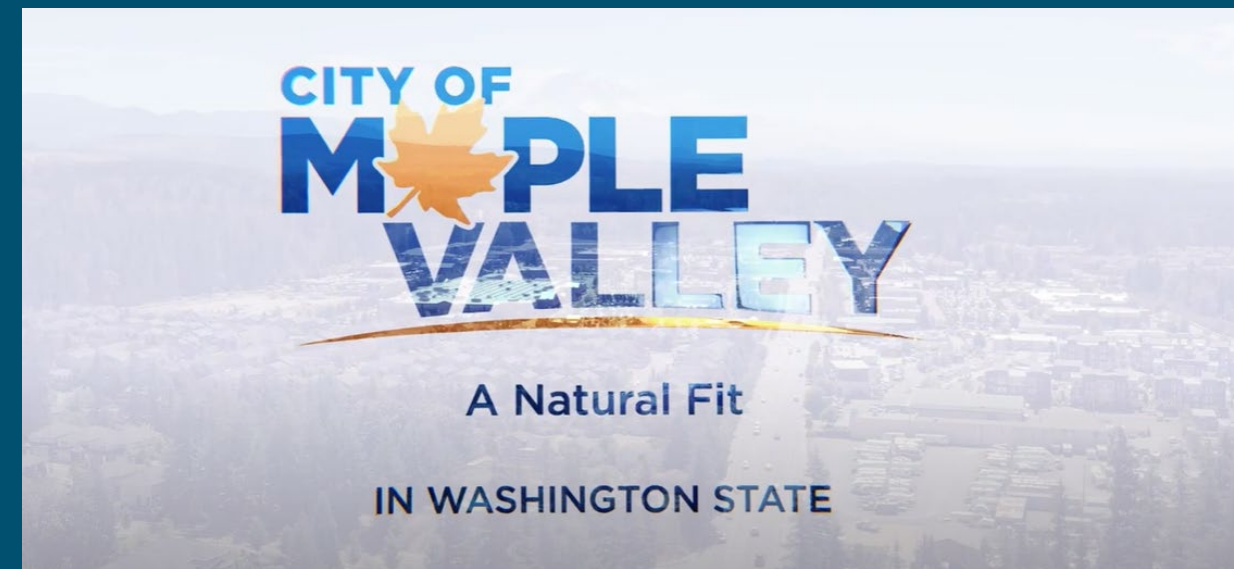
Business Survey – Surveyed 500 business owners.

- 78% of respondents had a favorable view of doing business in Maple Valley.
- Most common challenges included 1) High cost of conducting business, reaching customers, recruit/retaining employees.
- Nearly half of respondents view City-organized events as half a positive impact on their businesses.

Business Leakage Study - 25% of the workforce started working from home in 2021. Lake Wilderness saw 70k+ visitors from outside Maple Valley in Summer of 2022.

- Farmers Market more than doubled its visitors from outside the area code when it moved to Legacy Site.

Business Marketing Video –Marketing video targets small businesses and provide business retention.



Mercer Island

Grant Award: \$51,280

Buy Local Support / Placemaking

- Held 10 community events.
- 73 businesses engaged with city to make it successful.
- 16,950 attendees at events
- 107 businesses registered as vendors, sponsors, or partners.

Economic Development Comp Plan Element

- Conducted 20+ stakeholder interviews to identify major ED issues, strengths, etc. surrounding City Comprehensive Plan update
- Postcard mailer to 11,000 households, 644 respondents and 74 from business owners.



North Bend

Grant Award: \$10,004

Downtown Business Marketing Buy Local Campaign

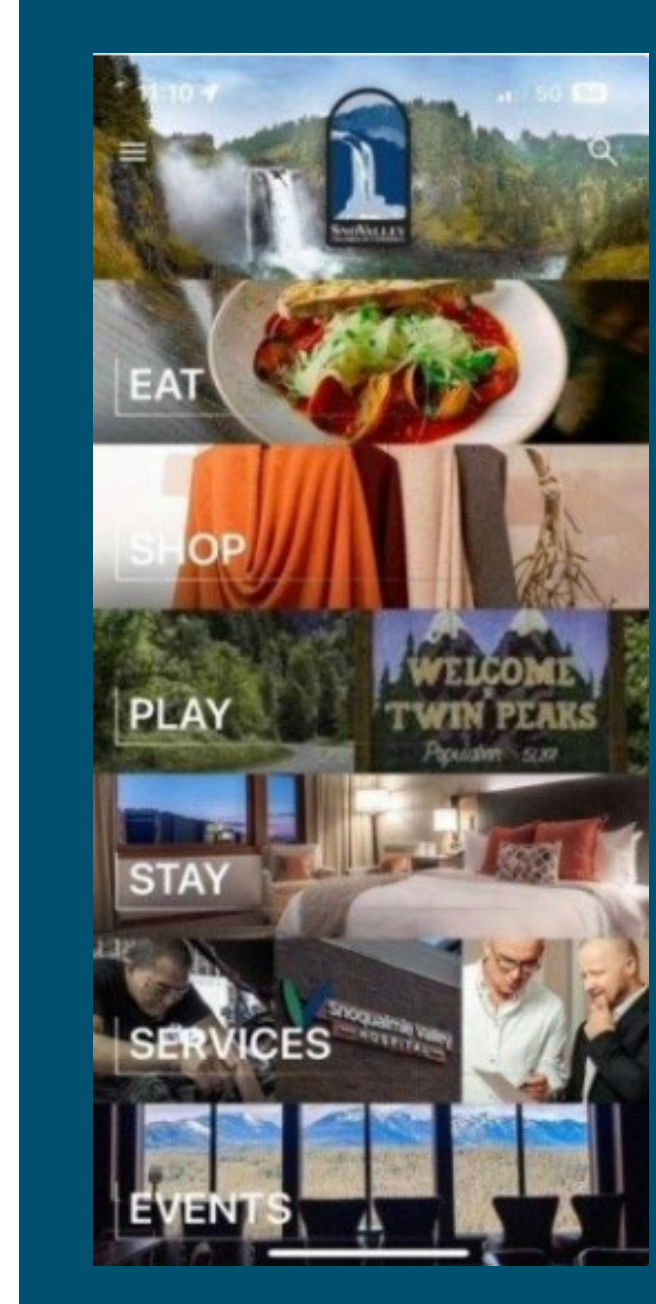
- Hosted a total of 32 events with an estimated attendance of 12,000 people.

SnoValley App

- Partnered with the chamber to develop the SnoValley app to highlight and promote local businesses to residents and tourists.
- Featured 106 restaurants and businesses on the app

Business & Outreach Assistance

- **Survey and Focus Groups:** 15 businesses participated in the focus group.
- **Employee Recruitment:** 36 unique job posts and 11 first-time job posters.



Normandy Park

Grant Award: \$11,667

Business Mixers

- Hosted five mixers with the Southside Chamber of Commerce with attendance from 251 businesses and residents.
- Mixer events included topics on:
 - 1) Business assistance and support
 - 2) Arts and culture
 - 3) Nonprofits
 - 4) Innovation
 - 5) Hospitality
- 2022 - 31 new home-based businesses formed.
- 2023 - 17 new home-based businesses formed.



Pacific

Grant Award: \$7,215

Interurban Trail War Memorials Tourism Project

- Supported pre-construction, site development, and groundbreaking of three additional war memorials along a prominent location along the Interurban trail to honor veterans from World War I through the Afghanistan War.
- Purchased flagpole and lighting for war memorial tourism project.



Redmond

Grant Award: \$120,000

Small Business Walk Program

- 170 businesses received information to connect to resources and programming

Local Small Business Resiliency Support Program

- Redmond's Small Business Advisor via SBDC partnership counseled 239 unique small businesses, resulting in 250 local jobs supported.
- Hosted 25 in-person events for small businesses including the Entrepreneurs Roadmap Workshop Series.
- Supported businesses in receiving \$895,848.68 in funding

Sub-Regional Economic Development

- Partnership with Big Hug Korean American Resource Center to assist 117 companies, 35 of which are women-owned businesses, 6 jobs created, 11 jobs saved, and 3 businesses expanded.
- Partnered with 10+ multicultural organizations to provide business assistance and support.

StartUp425 Regional Partnership



Renton

Grant Award: \$120,000

Geolocation Marketing Campaign

- Total Trips: 2,343 resulting from the campaign
- Fly-In Market: 345 visitors from outside WA state (300+ miles)

Film Competition

- 7 film commercial projects produced
- 47 total artists for 7 collaborations
- 24 total partnership organizations participated. 143 attendees attended the Screening #1

Arts and Culture Incubator

- 36 arts/culture nonprofits participated in survey
- Proactive outreach resulted in 22 artists and arts organizations using space for pop-up opportunities, free public workshops, and meetings, etc.

Main Street Workshop and Pitch Competition

- Program reached 5,000+ small business owners
- Communicated to 3,741 businesses in Renton
- 22 vendors participated in the Eastside Made Pop-ups
- 3 pitch participants successfully launched a brick-and-mortar businesses

StartUp425 Regional Partnership



Sammamish

Grant Award: \$38,400

Develop an Economic Profile and SWOT Analysis

- Completed economic development data analysis
- Highlight key characteristics of Sammamish's current economy to understand the impacts of the pandemic, including business activity, economic characteristics of residents, retail, spending patterns, commuting data, revenues for the city and public services, and opportunities to improve economic conditions.

Public Engagement

- 350+ community members attended the Sammamish Block Party to provide feedback.
- Formed Community Advisory Group to provide feedback on research and analysis.



SeaTac

Grant Award: \$60,215

Business Retention Outreach

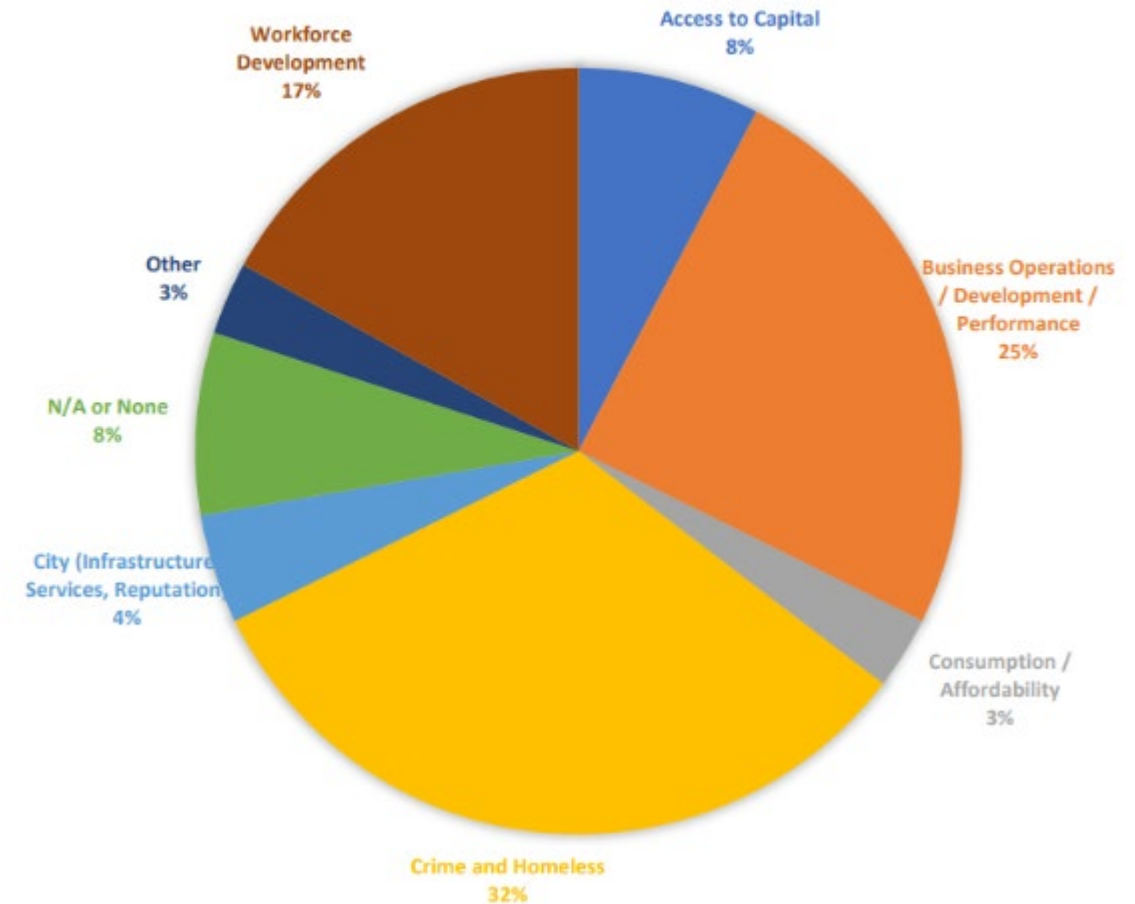
- Supported development of the SeaTac Business Retention & Recovery Program (BRR) for hospitality & airport related businesses by building out a database, surveying businesses, and connecting businesses to customers/services/resources.

2022 – 664 businesses were contacted and 201 completed the surveys. (30.2% response rate).

2023 - 220 businesses were contacted and 63 completed the surveys (28.6% response rate). Technical assistance offered to all 220 business contacts.

- Supported Chamber in hiring a local community member with Somali language capabilities.

Question 3 (2023): What keeps you up at night as a business owner or decision maker?



Shoreline

Grant Award: \$118,000

Music Recovery, Incubation, and Tourism

- Gathered 80 local musicians for a summit
- Partnered with 17 sponsors and organizational partnerships to host 4th Annual Shoreline Music Summit in 2022.
- 220,000 web and streaming impressions on KEXP.
- 800 people attended the 2022 Shoreline Music Showcase and gained 11 sponsorships.

Juneteenth Music & Marketplace

- 850 people attended the Inaugural Shoreline Juneteenth Celebration

Glass Art Tourism

- 4,600 attended the Glass Art Festival. 40% of impressions were out-of-state visitors. Attracted a large BIPOC audience where 61% were BIPOC.

Farmers Market

- 1,000 PRIDE Celebration Attendees at the Shoreline Farmers Market.



Snoqualmie

Grant Award: \$25,695

Trail Maps

- 30,000 were printed and 15,000 were distributed to The Salish Lodge & Spa, Snoqualmie Inn, SnoValley Chamber of Commerce, and local businesses.

Outdoor Furniture Sets

- 20 pieces (1 table/4 chairs) of outdoor seating were placed at the boardwalk.

Wedding Guides

- Printed 7,500 wedding guides
- Participated in Seattle Wedding Expo and distributed wedding guides.
- Snoqualmie Inn booked 80 room blocks and 1 wedding as a direct result of the wedding expo.



Tukwila

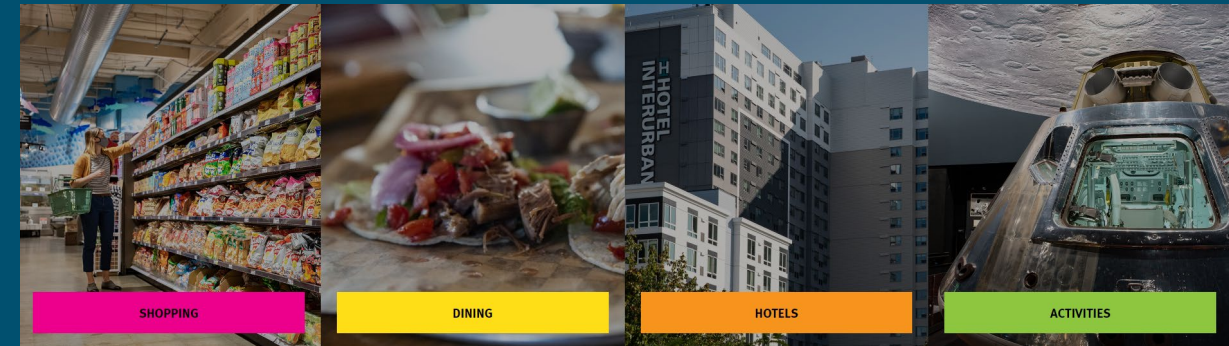
Grant Award: \$44,000

Experience Tukwila is Tukwila's digital initiative to promote and highlight the City to people in the region to promote things to do, places to shop, and fun places to dine.

- Top visiting cities are Seattle, LA, Kent, Renton, Tacoma, New York, Des Moines, Bellevue, and Federal Way.
- Total impressions 445,438.

Economic Development Research and Marketing

- Used a marketing agency to update one pagers
- Took 1,000 photos to update their photography
- Funds a portion of the KentValleyWA website to help market the region as a leading aerospace, advanced manufacturing and global distribution company.



Woodinville

Grant Award: \$26,200

2 Days in Woodinville Tourism Campaign 2022

- 1,061 webpage views
- 50 businesses participated in the Woodinville Savings Pass.
- 724 passes downloaded and 140 passes redeemed.

2023

- Delivered materials to 50,000 Portland homes and had 8,000 opens.
- 68,000 impressions on ads
- Willows Lodge received 418 referrals from the website



1
2
3 **AN ORDER OF THE PORT OF SEATTLE COMMISSION**
4

5 ...setting a timeline for the completion of the assessment of
6 prior sound insulated properties; creating a Sound
7 Insulation Repair and Replacement Pilot Program; and
8 setting equity guidelines for this program.
9

10 **PROPOSED**
11 **FEBRUARY 13, 2024**
12

13
14 **TEXT OF THE ORDER**
15

16 The Port Commission hereby orders an assessment regarding the effectiveness of previously
17 installed Port of Seattle funded noise insulation packages be conducted and concluded by the end
18 of the year 2024. The assessment will involve extensive outreach, collection of information from
19 property owners and analysis of that information. Results of that assessment shall be delivered to
20 the Commission by January 21, 2025.

21
22 The Commission also directs the establishment of a "Sound Insulation Repair and Replacement
23 Pilot Program" at the Port of Seattle to identify the issues involved in the repair and re-insulation
24 for prioritized homes. Effective immediately, the Commission authorizes an initial commitment
25 of \$5 million dollars for this program. The Port will seek state matching funds and federal grant
26 funding (if available) as well.
27

28 The Port shall use its equity index or other data-driven tool developed by the Port's Office of
29 Equity, Diversity, and Inclusion, as well as other program criteria to identify and prioritize
30 properties that will be part of this limited pilot program. The equity index shall help determine
31 who should receive priority consideration for repair and/or replacement of their noise insulation
32 during the pilot.
33

34 Upon the completion of the pilot program, a comprehensive report shall be presented to
35 Commissioners, Washington State and Federal Legislators for evaluation and further action.
36

37 **STATEMENT IN SUPPORT OF THE ORDER**
38

39 In the 1980s the Port of Seattle pioneered a type of residential aircraft noise insulation program
40 that was later implemented at many other U.S. airports. The Port has recently expedited efforts to
41 insulate various types of residences and places of worship that are eligible under Federal
42 Aviation Administration guidelines but have not yet received noise insulation.
43

44 Commissioners routinely hear from constituents that due to several factors, including the age and
45 durability of sound insulation installed several decades ago, some of the Port funded sound

46 insulation packages may no longer be effective. In response to these community concerns and
47 federal noise mandates, this pilot includes an assessment regarding insulation packages paid for
48 by the Port. The Port has not yet identified the number of residents who may have packages not
49 meeting noise standards and in need of repair, which this Order also intends to rectify.

50
51 Both past and present members of the Port’s federal legislative delegation have made efforts to
52 secure federal funds for noise insulation in the communities surrounding SEA. The Port has also
53 supported/advocated for legislative changes to address the issue of re-insulation. Since 1985, the
54 Port’s sound insulation program has reached out to every single homeowner within the relevant
55 65 DNL noise contour and provided sound insulation to over 9000 homes. There are currently
56 approximately 100 homes that have not received packages for a variety of reasons. Additionally,
57 the program is currently providing insulation to apartment buildings, condominiums and places
58 of worship. The Port is committed to completing the insulation of the currently eligible buildings
59 while concurrently making progress to identify, evaluate, and repair packages that may be in
60 need of this work. This Order intends to pilot a solution so that the Port of Seattle can continue to
61 lead the nation in resolving this issue.

62
63 This Order seeks to start a process that will, in a deliberate, equitable, and prioritized fashion,
64 provide Port funding to assist in the repair and replacement of eligible noise insulation.

65

DRAFT



**COMMISSION
AGENDA MEMORANDUM**

Item No. 10c

ACTION ITEM

Date of Meeting February 13, 2024

DATE : January 18, 2024

TO: Stephen P. Metruck, Executive Director

FROM: Sarah Ogier, Director, Maritime Environment & Sustainability
Jenn Stebbings, Environmental Program Manager

SUBJECT: Interlocal Agreement with Puget Sound Partnership

Amount of this request: N/A
Total estimated project cost: \$115,000

ACTION REQUESTED

Request Commission authorization to execute an Interlocal Agreement with the Puget Sound Partnership (PSP) enabling the Port to receive state funding to support the purchase of equipment to monitor juvenile salmonid utilization of Duwamish River People’s Park and Shoreline Habitat.

EXECUTIVE SUMMARY

The design and construction of the Duwamish River People’s Park and Shoreline Habitat (DRPP) is in support of Century Agenda Objective 12: Restore, create, and enhance 40 additional acres of habitat in the Green/Duwamish. Part of the 10-year performance monitoring period for DRPP is to observe fish use within the habitat site. The Puget Sound Partnership (PSP) awarded \$115,000 from their Watershed Habitat Assessment program to the Port of Seattle to purchase a passive integrated transponder (PIT) tag antenna array to monitor juvenile salmon use during the outmigration season at DRPP. PSP requires an Interlocal Agreement (ILA) to transfer the funds which will fully reimburse the Port for purchase of the PIT array.

JUSTIFICATION

Over 98 percent of the Duwamish estuary was lost to development over the last 100 years. DRPP is the largest habitat restoration project in a generation within the Duwamish subbasin and offers migrating salmonids off-channel estuarine refugia in the transition zone between freshwater and saltwater that hasn’t been available for almost 100 years. During the Year 1 monitoring for DRPP, natural-origin Chinook salmon (a species listed as Threatened under the Endangered Species Act) were documented utilizing the DRPP marsh basin, but little is known about how these fish are using the site over time (e.g., residence time, repeated entry, etc.). This represents a significant data gap within this part of the watershed. Installing a PIT array is a passive sampling technique

Meeting Date: February 13, 2024

that allows researchers to observe fish behavior that direct sampling methods cannot do. PIT equipment works without any disturbance to the fish and operates at all hours. Understanding how out-migrating juvenile salmon utilize newly restored habitat sites will help to better inform future habitat restoration designs to maximize the potential benefit to salmon. This better understanding will ensure future habitat restoration designs for Port projects will optimize Objective 12 of the Century Agenda.

Diversity in Contracting

Due to the highly specialized nature of the equipment being purchased, no Diversity in Contracting goals have been established.

DETAILS

The PSP issued an announcement for available funding under their Puget Sound Watershed Habitat Assessment program. At the recommendation of Water Resource Inventory Area (WRIA) 9 Salmon Recovery Lead Entity, the Port submitted an application to purchase and install a PIT array at the mouth of the marsh basin at DRPP. A PIT array works similar to a radio frequency identification (RFID) system. A fish is tagged with a small device that has a unique tracking number. When the fish swims close enough to the PIT array, the antennas receive the information from the fish's tag and it is then recorded into a database.

This was the only project recommended for the PSP funding in WRIA 9. This is a complementary project to King County's current research on juvenile salmonid migration in the Lower Green River. Several thousand fish will be tagged in the Lower Green during spring 2024, and the PIT array at DRPP will be able to detect if/how tagged fish are utilizing the estuarine marsh basin. Tagged fish could include fish tagged directly at DRPP, tagged further upstream as part of King County's project, or even tagged elsewhere in Puget Sound that have entered the Duwamish estuary. This will provide invaluable information on juvenile salmonid migratory patterns in a comprehensive, watershed-scale way. Data collected at DRPP will be shared with regional salmon habitat and fishery management groups, tribal partners, PSP, and others (e.g., WRIA 9, etc.).

DRPP is considered a high priority project identified in WRIA 9's Salmon Habitat Plan. Installation of the PIT array will address existing knowledge gaps in juvenile Chinook salmon use in the Duwamish during outmigration, and pairing net captures of tagged fish with the PIT array data could also address data gaps in juvenile Chinook size and growth during residence in restored Duwamish estuarine habitats. Research has shown that long-term rearing in the estuary is key to producing Chinook salmon that will survive into adulthood.

PSP issued a notice of award to the Port of Seattle on October 31, 2023. The ILA between PSP and the Port of Seattle is required to formalize the agreement to transfer funds from PSP's Puget Sound Watershed Habitat Assessment program to the Port of Seattle. The ILA will include the following provisions:

- The total award amount is for \$115,000.

Meeting Date: February 13, 2024

- The Port will purchase the PIT array and have it installed by the successful vendor. The cost to purchase and install the PIT array is estimated to be approximately \$80,000.
- The Port will invoice PSP for the cost of the purchase and installation of the PIT array and PSP will fully reimburse the Port for the costs incurred.
- PSP will reimburse the Port for any additional costs due to theft, vandalism, damage, or other maintenance needs of the PIT array up to the \$115,000 award amount prior to the expiration of the ILA.
- The Port will retain ownership of the PIT array after the expiration of the ILA with PSP (estimated to be June 30, 2025).
- The Port will share the data collected by the PIT array with agencies, tribes, PSP and other watershed partners upon request.

Scope of Work

A PIT array will be installed at the mouth of the DRPP marsh basin. If a tagged fish enters the DRPP marsh basin, the PIT array will record its data. Port staff, with support from King County staff, will then analyze the data to help determine how the tagged fish are utilizing the DRPP marsh basin, including residence time, multiple re-entries, and overall migration patterns.

Schedule

Once the approved ILA is signed by both parties, Port staff will award a contract to the qualified vendor with the lowest bid. The vendor will then procure the materials and install the PIT array during Spring 2024. The PIT array will collect data during the juvenile salmon outmigration (generally, March – June). The collected data will then be analyzed to inform juvenile salmon use of the DRPP. The analyzed data will be incorporated into the annual monitoring report for the project and shared with other project partners (e.g., PSP, King County, WRIA 9, etc.).

Activity

Commission request – PSP ILA	February 13, 2024
Vendor award*	March 2024
PIT array installation*	March 2024
Data collection*	March – June 2024
Report*	December 2024
ILA end date*	June 30, 2025

* All subsequent dates contingent upon Commission authorization

Cost Breakdown	This Request	Total Project
ILA with PSP	\$0	\$0
PIT array procurement and reimbursement	\$115,000*	\$115,000*
Total	\$115,000*	\$115,000*

* Cost is to purchase the PIT array and any initial repair/maintenance costs which will then be fully reimbursed by PSP.

Meeting Date: February 13, 2024

ALTERNATIVES AND IMPLICATIONS CONSIDERED

Alternative 1 – Do not enter into ILA with PSP; do not purchase PIT array.

Cost Implications: \$0

Pros:

- (1) No change from current data collection methods.

Cons:

- (1) Money awarded to Port by PSP is not used.
- (2) Valuable data on fish utilization of Port-constructed habitat are not collected.
- (3) Port has only limited fish utilization info for DRPP.

This is not the recommended alternative.

Alternative 2 – Do not enter into ILA with PSP; purchase and install PIT array with Port funds.

Cost Implications: >\$80,000

Pros:

- (1) Valuable data on fish utilization of Port-constructed habitat are collected.
- (2) Improved strength of monitoring program for DRPP.

Cons:

- (1) Money awarded to Port by PSP is not used.
- (2) Was not included as part of the 2024 budget.
- (3) Requires long-term maintenance of the PIT array.

This is not the recommended alternative.

Alternative 3 – Execute ILA with PSP to purchase and install PIT array.

Cost Implications: \$0

Pros:

- (1) Valuable data on fish utilization of Port-constructed habitat are collected at no net cost to the Port.
- (2) Improved strength of monitoring program for DRPP.
- (3) Initial installation and equipment adaptation costs are covered by PSP award.
- (4) Reinforces partnerships with other watershed stakeholders.

Cons:

- (1) Requires long-term maintenance of the PIT array.

This is the recommended alternative.

Meeting Date: February 13, 2024

FINANCIAL IMPLICATIONS

PSP awarded a total of \$115,000 to the Port for the purchase of the PIT array. The Port will be fully reimbursed for the purchase, resulting in no cost to the Port. No additional funding is being requested.

Annual Budget Status and Source of Funds

No funds are being requested as part of this authorization.

Financial Analysis and Summary

Project cost for analysis	N/A
Business Unit (BU)	N/A
Effect on business performance (NOI after depreciation)	N/A
IRR/NPV (if relevant)	N/A
CPE Impact	N/A

Future Revenues and Expenses (Total cost of ownership)

N/A

ADDITIONAL BACKGROUND

N/A

ATTACHMENTS TO THIS REQUEST

- (1) Final Draft Interagency Agreement with Puget Sound Partnership
- (2) Presentation slides

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

None.



Interagency Agreement

Agreement Number: 2024-41

Title: Salmonid Residence, Survival, and Migration in Newly Constructed Habitat Site in the Lower Duwamish River

This agreement is made and entered into pursuant to the Interlocal Cooperation Act, RCW 39.34, by and between the state of Washington, Puget Sound Partnership (PSP), and the below named agency, hereinafter referred to as "CONTRACTOR."

CONTRACTOR INFORMATION

Port of Seattle
PO Box 1209
Seattle, WA. 98111

Project Manager

Jen Stebbings
Stebbing.j@portseattle.org
(206) 437-8600

UBI: 178003644
EIN: 916001025
UEI: VFD9N7EQDCN3
Type:

Fiscal: Andrew Cartica
Cartica.A@portseattle.org
(206) 787-6184

PSP INFORMATION

PUGET SOUND PARTNERSHIP
PO Box 40900
Olympia, WA 98504

Project Manager

Megan Wilson
Megan.wilson@psp.wa.gov
(360) 522-0546

PURPOSE

The purpose of this agreement is to install and operationalize a passive integrated transponder (PIT) array at the Duwamish River People's Park and Shoreline Habitat (DRPP) to monitor juvenile fish use and migration through the newly restored habitat.

This project will develop and monitor progress measures in the Duwamish River Watershed and will identify opportunities to improve the quality of data collection. The project includes working with local knowledge network partners and the recovery community in the Duwamish River Watershed to implement science initiatives needed to support recovery efforts. The project will provide findings about the effectiveness of restoration efforts that will support Puget Sound recovery and resilience more broadly. These findings and lessons learned can be synthesized to support planning and management decisions

STATEMENT OF WORK

The CONTRACTOR shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit B attached and incorporated herein.

PERIOD OF PERFORMANCE

The period of performance under this agreement will be from the date of execution (_____) through **June 30, 2025. No work shall commence under this agreement until it has been fully executed by both parties.**

COMPENSATION AND PAYMENT

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **One hundred fifteen thousand dollars (\$115,000)**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. CONTRACTOR'S compensation for services rendered shall be in accordance with the Budget & Billing Procedures attached as Exhibit C.

FEDERAL FUNDING INFORMATION

This Contract includes federal funding Yes No
CONTRACTOR is a Sub-Recipient for purposes of this agreement Yes No

TERMS AND CONDITIONS

All rights and obligations of the parties to this contract shall be subject to and governed by the Terms and Conditions contained in the following exhibits, herein incorporated by reference. The contents of this Agreement include:

- 1. This contract cover sheet
- 2. Exhibit A – General Terms and Conditions
- 3. Exhibit B – Statement of Work & Budget
- 4. Exhibit C – Deliverables & Billing Procedures

ORDER OF PRECEDENCE

In the event of an inconsistency in this agreement, the inconsistency shall be resolved by giving precedence in the following order:

- 1. Applicable Federal and State of Washington Statutes and regulations
- 2. This Agreement/Contract, including Exhibit A, General Terms and Conditions
- 3. Exhibit B, Statement of Work & Budget and Exhibit C, Deliverables & Billing Procedures
- 4. Any other Exhibit or provision, term or material incorporated herein by reference or otherwise incorporated

ENTIRE AGREEMENT

This agreement, including referenced exhibits and any other provision, term or material expressly incorporated by reference, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

APPROVAL

This agreement shall be subject to the written approval of the AGENCY'S authorized representative and shall not be binding until so approved. The agreement may be altered, amended, or waived only by a written amendment executed by both parties.

This agreement is executed by the persons signing below, who warrant they have the authority to execute the agreement.

Port of Seattle

Puget Sound Partnership

_____ Date

_____ Date

Brent Barnes
Chief Operating Officer

APPROVED AS TO FORM:

/s Jonathan Thompson
Assistant Attorney General

December 5, 2013
Date

**EXHIBIT A -
GENERAL TERMS AND CONDITIONS**

(All Federal Requirements listed below will not be applicable if this agreement is not funded with federal EPA funds)

Title: Salmonid Residence, Survival, and Migration in Newly Constructed Habitat Site
in the Lower Duwamish River

1. DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "AGENCY" means the Puget Sound Partnership (PSP) of the State of Washington, any division, section, office, unit, or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- B. "AGENT" means the Director, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "CONTRACTOR" means that firm, provider, organization, individual or other entity performing service(s) under this contract and shall include all employees of the CONTRACTOR.
- D. "DEBARMENT" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
- E. "EPA" means U.S. Environmental Protection Agency.
- F. "SUBCONTRACTOR" means one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.
- G. "SUB-RECIPIENT" means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. Guidance on distinguishing between a subrecipient and a contractor is provided in 2 CFR §200.330. Subrecipient and contractor determinations.

2. AMERICANS WITH DISABILITIES ACT (ADA)

If the contract includes federal funding, the CONTRACTOR must comply with Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance. The CONTRACTOR may also be required to comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the AGENCY.

4. AMENDMENT

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.

5. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising under this Agreement, 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.

6. ASSURANCES

The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state, and local laws, rules, and regulations as they currently exist or as amended.

7. CONFIDENTIALITY

Confidential information: Both the CONTRACTOR AGENCY shall not use or disclose any information concerning the AGENCY, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the CONTRACTOR or AGENCY, or as may be required by law. 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. However, the parties acknowledge that state and local agencies are subject to chapter 42.56 RCW, the Public Records Act.

Personal Information (one form of confidential information): Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification, or loss. CONTRACTOR and AGENCY shall ensure its directors, officers, employees, subcontractors, or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law. Any breach of this provision may result in termination of the contract and the demand for the return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless the AGENCY for any damages related to the CONTRACTOR'S unauthorized use of personal information.

8. CREDIT AND ACKNOWLEDGEMENT

Reports, documents, signage, videos, or other media, developed as part of projects funded by EPA funded Agreements shall display both the EPA and Puget Sound Partnership logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency under Assistance Agreement [NOT APPLICABLE]. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

9. DEBARMENT AND SUSPENSION

CONTRACTOR, by signature to this Contract, certifies that CONTRACTOR is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). CONTRACTOR shall comply with applicable federal agency debarment and suspension rules adopted pursuant to Office of Management and Budget guidance at 2 CFR Part 180, such as 2 CFR Part 1532 for the Environmental Protection Agency, which implement Executive Order 12549. CONTRACTOR acknowledges that failing to disclose the information required at 2 CFR 180.335 may result in the delay or negation of this contract, or pursuance of legal remedies, including suspension and debarment.

CONTRACTOR shall not award subcontracts or subawards to persons (individuals or organizations) listed on the Excluded Parties List located at www.sam.gov/. CONTRACTOR agrees to include the above requirements in all subcontracts into which it enters. The CONTRACTOR shall immediately notify AGENCY if, during the term of this Contract, CONTRACTOR becomes Debarred. AGENCY may immediately terminate this Contract by providing CONTRACTOR written notice if CONTRACTOR becomes Debarred during the term hereof.

10. DISALLOWED COSTS

CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

11. DISPUTES

In the event that CONTRACTOR is a state agency, and a dispute arises under this Agreement, either of the parties may request intervention by the Governor, as provided by chapter 43.17.330 RCW, in which event the Governor's process will control.

In the event that a dispute arises under this Agreement, and the CONTRACTOR is not a state agency, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes, and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties.

The cost of resolution will be borne as allocated by the Dispute Board or the Governor.

12. DUPLICATION OF BILLED COSTS

The CONTRACTOR shall not bill the Agency for services performed under this contract, and the Agency shall not pay the CONTRACTOR if the CONTRACTOR is entitled to payment or has been or will be paid by any other source, including grants, for that service.

13. GEOSPATIAL DATA STANDARDS

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>

14. GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

15. HOTEL MOTEL FIRE SAFETY ACT

The Hotel and Motel Fire Safety Act of 1990 (Public Law 101-391) establishes a number of fire safety standards which must be met for hotels and motels. Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a if any portion of this contract will be paid with federal funds, CONTRACTOR agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). CONTRACTOR may search the Hotel-Motel National Master List at: <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

If necessary, the head of the Federal agency may waive this prohibition in the public interest.

16. 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.

17. INTELLECTUAL PROPERTY RIGHTS

Except for as provided in Section 35.g, and unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act 17 U.S.C. § 101, et seq., and shall be owned by the AGENCY.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or

sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

In the event the materials are not considered “works for hire” under the U.S. Copyright laws CONTRACTOR shall grant AGENCY, and any federal entity which provided federal funds used in this contract, retain a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes.

Material which CONTRACTOR uses to perform the contract but is not created for or paid for by AGENCY is not “work made for hire”; however, CONTRACTOR shall grant the AGENCY a nonexclusive, royalty free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display, provided that such license shall be limited to the extent which CONTRACTOR has a right to grant such a license to use this material for AGENCY internal purposes at no charge to AGENCY. The CONTRACTOR warrants and represents that CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to the AGENCY. The AGENCY shall receive prompt written notice of each notice or claim of infringement received by the CONTRACTOR with respect to any material delivered under this contract. The AGENCY shall have the right to modify or remove any restrictive markings placed upon the material by the CONTRACTOR.

AGENCY shall grant CONTRACTOR a nonexclusive, royalty free, irrevocable license to reproduce, publish, recover, or otherwise use all deliverables provided by CONTRACTOR under this Agreement, including all reports and memos, including the right to translate, reproduce, distribute, prepare derivative works, publicly perform, publicly display, and authorize others to use the same for federal, state or local government purposes.

18. INTERNATIONAL TRAVEL (including Canada) – FOR FEDERAL FUNDED AGREEMENTS ONLY

All International Travel must be approved by the Office of International and Tribal Affairs (OITA) BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your EPA Project Officer as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can obtain appropriate approvals from EPA Headquarters. If you have questions, please contact your EPA Project Officer listed on the front page of the Award Document

19. LIGHT REFRESHMENTS and/or MEALS

Unless the event(s) and all of its components are described in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops, and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

- 1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- 2) A description of the purpose, agenda, location, length, and timing for the event; and,
- 3) An estimated number of participants in the event and a description of their roles.

Cost for light refreshments and meals for recipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements.

20. LOBBYING PROHIBITED

- a. By signing this contract, CONTRACTOR agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying, 31 U.S.C. § 1352, and 40 CFR Part 30 if applicable. CONTRACTOR shall include the language of this provision in subcontracts that exceed \$100,000 of federal funds and require all subcontractors to certify and disclose accordingly.

- b. No Federal appropriated funds shall be paid by or on behalf of the CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- c. If this contract includes federal funds exceeding \$100,000, CONTRACTOR shall sign and submit to AGENCY Exhibit D, Attachment 2, PSP Certification Regarding Lobbying (based on EPA Form 6600-06 (Rev. 06/2008)). If CONTRACTOR signed and submitted the PSP Certification Regarding Lobbying form during the procurement process for this contract it is not necessary to resubmit the certification.
- d. If CONTRACTOR expends non-federal funds in any amount to lobby as detailed in a., above, CONTRACTOR shall complete and submit to Standard Form LLL (Rev. 4/2012), Disclosure of Lobbying Activity. The form can be found at:
http://www.epa.gov/ogd/AppKit/form/sfillin_sec.pdf.

21. LOBBYING AND LITIGATION

a. All recipients

- i. The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient shall abide by the Cost Principles available at 2 CFR 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.
- ii. The recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000 and require that subrecipients submit certification and disclosure forms accordingly.
- iii. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- iv. Contracts awarded by a recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
- v. Pursuant to Section 18 of the Lobbying Disclosure Act, the recipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

22. NONDISCRIMINATION and DISADVANTAGED BUSINESS ENTERPRISES

In accordance with 40 CFR 33.106 and its Appendix A, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

23. NONDISCRIMINATION

a. Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

b. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

c. Default. Notwithstanding any provision to the contrary, Agency may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Agency receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Agency may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

d. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Agency shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Agency for default under this provision.

24. PAYMENT TO CONSULTANTS

Puget Sound Partnership follows the federal payment to consultant rate as specified below:

As of January 1, 2024, the limit is \$91.95 per hour or \$735.60 per day.

(Calculations: 2024 Level IV Executive Schedule annual pay = \$191,900 / 2087 = \$91.95 per hour or \$735.60 per day).

25. PROJECT APPROVAL

The quality, extent, and character of any and all work, deliverables and/or services to be performed under this agreement by the CONTRACTOR shall be subject to the review and approval of the AGENCY through the Project Manager or other designated official. In the event that the AGENCY determines that any work, deliverable, and/or service performed by the CONTRACTOR is unsatisfactory, the AGENCY may withhold reimbursement for the unsatisfactory work performed by the CONTRACTOR or require that the CONTRACTOR remediate their work product to get it to the satisfaction of the AGENCY. The Parties may agree in the Statement of Work to specific approval, acceptance, and/or remediation terms. If the Statement of Work is silent on this topic, the Disputes provision above will govern the resolution process.

26. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. CONTRACTOR shall retain such records for a period of six years following the date of final payment.

At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the AGENCY, personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement. If this contract exceeds \$100,000 and any portion of the funding source is federal, the

federal funding agency, the Comptroller General of the United States, or any duly authorized representatives shall have access to books documents, papers, and records of CONTRACTOR directly pertinent to this contract for purpose of making audits, examination, excerpts, and transcriptions (40 CFR 30.48(d)).

If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

27. RECYCLED PAPER

In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchases of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), Sub-Recipient agrees to use recycled paper and double sided printing for all reports which are prepared as part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

28. RESPONSIBILITIES OF THE PARTIES

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a part to this Agreement.

29. SEVERABILITY

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

30. STATE GRANT CYBERSECURITY

- (a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.
- (b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.
- (2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange.

31. SUBCONTRACTING

Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the agency for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract. Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this agreement are carried forward to any subcontracts.

The parties hereby agree that CONTRACTOR may subcontract for the purchase of any of the deliverables under this Agreement, including the PIT array equipment and all reports and memos, without written approval by Agency.

32. TERMINATION DUE TO FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the AGENCY may terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the AGENCY'S discretion under those new funding limitations and conditions.

33. 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 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

34. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 calendar days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

35. TREATMENT OF ASSETS

- a. Title to all property furnished by the AGENCY shall remain in the AGENCY. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the AGENCY upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in the AGENCY upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the AGENCY in whole or in part, whichever first occurs.
- b. Any property of the AGENCY furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the AGENCY, be used only for the performance of this contract.
- c. The CONTRACTOR shall be responsible for any loss or damage to property of the AGENCY that results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
- d. If any AGENCY property is lost, destroyed, or damaged, the CONTRACTOR shall immediately notify the AGENCY and shall take all reasonable steps to protect the property from further damage.
- e. The CONTRACTOR shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination, or cancellation of this contract.
- f. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents, or SUBCONTRACTORS.
- g. EXCEPTION: Port of Seattle will retain ownership of the PIT array equipment and will not transfer such equipment to Agency after completion of the work

36. UTILIZATION OF DIVERSE BUSINESSES

The State of Washington works towards providing the maximum practicable opportunity for small and diverse businesses in the performance of all State contracts. Contractor shall use genuine efforts to

utilize race- or gender-neutral means to allow opportunities for small and diverse businesses to participate in subcontracts, where participation opportunities are present. Contractor shall make genuine efforts to ensure all available business enterprises, including small and diverse businesses, have equal opportunity for participation which might be presented under this Agreement.

37. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

**EXHIBIT B -
STATEMENT OF WORK & BUDGET**

Title: Salmonid Residence, Survival, and Migration in Newly Constructed Habitat Site
in the Lower Duwamish River

PURPOSE:

This project seeks to install and operationalize a passive integrated transponder (PIT) array at the Duwamish River People’s Park and Shoreline Habitat (DRPP) to monitor juvenile fish use and migration through the newly restored habitat. There is a large data gap on how out-migrating salmonids are utilizing recently completed habitat restoration projects within the highly modified estuarine environment of the lower Duwamish River. Many sampling efforts have tried to address this using beach seining in the Duwamish. This method only captures fish presence at a single moment in time and does not allow researchers to determine if restoration projects are indeed providing meaningful long-term rearing habitat. Based on WRIA 9 funded research done to date, we know that this long-term rearing is key to producing Chinook outmigrants that will survive to adulthood. The Port of Seattle’s DRPP offers migrating salmonids off-channel estuarine refugia that hasn’t been available for almost 100 years. Direct sampling methods (i.e., fyke net) indicate juvenile Chinook salmon are entering the off-channel marsh basin within the DRPP but little is known about how these fish are using the site (e.g., residence time, repeated entry, etc.). A PIT array will be installed at the mouth of the DRPP marsh basin. During fyke net deployment, any salmonids that meet the appropriate tagging criteria will have a PIT tag inserted. The tagged fish will then be released back into the main channel of the Duwamish River. If a tagged fish enters the marsh basin, the PIT array will record its data. The Port and King County will then analyze the data to help determine how the tagged fish are utilizing the DRPP marsh basin, including residence time, multiple re-entries, overall migration patterns, etc. This is a complementary project to King County’s current research on juvenile salmonid migration in the lower Green River. Several thousand fish will be tagged upstream as part of that project, and the PIT arrays at DRPP will be able to detect if/how any fish tagged elsewhere in the watershed (or greater Puget Sound) are utilizing the marsh basin. This will provide invaluable information on juvenile salmonid migratory patterns in a comprehensive, watershed-scale way. The DRPP project is one of the largest habitat restoration projects in the Duwamish estuary in a generation. DRPP is a Tier 1 project identified in WRIA 9’s Salmon Habitat Plan (WRIA 9 2021). It aligns with WRIA 9’s recovery strategy of protect, restore, and enhance estuarine habitat and with the Duwamish Blueprint program identified within the Salmon Habitat Plan. Effectiveness monitoring and enhanced fish monitoring to understand how fish are using the project site is essential to ensure that this project and future estuary restoration projects in the Duwamish maximize benefits to salmon.

The CONTRACTOR shall report in writing delays, or adverse conditions that will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed by PSP to resolve the situation.

ASSUMPTION:

The Port of Seattle will only be submitting a billing invoice for the subtasks 2b and 5b as listed on the statement of work & budget table below.

Task	Task/Activities/Description	Deliverable/ Outcome	Due Date/ Timeframe	Payment Information and/or Amount
1	Project management, meeting facilitation, and technical coordination			
1a	Hold check-in meetings with the project team.	Agendas, attendees, and notes for meetings.	Biweekly from 01/2024 – 12/2024	

Title: Salmonid Residence, Survival, and Migration in Newly Constructed Habitat Site in the Lower Duwamish River

Task	Task/Activities/Description	Deliverable/ Outcome	Due Date/ Timeframe	Payment Information and/or Amount
1b	Hold quarterly check-in calls with the Partnership project manager.	Quarterly call.	Quarterly from 01/2024 – 06/2025	
1c	Diligently track budget and progress.	Timely and accurate invoices.	Upon deliverable submission.	
2	PIT array installation			
2a	Determine PIT array configuration required to adequately record fish coming in/out of marsh basin.	Bid from vendor (West Fork Environmental) with all the required equipment and staff time required to install PIT array.	01/31/2024	
2b	Installation and testing of PIT antennas to confirm the system is working and estimate detection rates.	Photos of installation process and data to estimate detection rate.	3/31/2024	\$90,000
3	Field work			
3a	Plan and conduct field work, including fyke netting and tagging of juvenile salmonids.	1-2 page memo describing methodology, successes, and challenges during field work campaign.	06/30/2024	
4	Data analysis			
4a	Analyze data from field work campaign.		7/1/2024 – 10/31/2024	
4b	Calculate and report on metrics, including residence time, multiple re-entries, overall migration patterns, habitat use, survival, etc.	1-2 page memo describing preliminary results.	10/31/2024	
5	Reporting and outreach			
5a	Complete a draft report, including methods, results, and discussion/lessons learned.	Full draft report that is circulated to the Partnership, project partners, and other relevant reviewers.	12/31/2024	
5b	Complete a final report, incorporating relevant reviewer comments. Complete a two-page fact sheet that summarizes results for broad audiences. Any additional maintenance or replacement of equipment due to damage and/or theft.	Final report and two-page fact sheet.	1/31/2025	\$25,000
5c	To maximize regional impacts of this study, share results and	Complete presentation(s) to relevant groups.	6/30/2025	

Title: Salmonid Residence, Survival, and Migration in Newly Constructed Habitat Site in the Lower Duwamish River

Task	Task/Activities/Description	Deliverable/ Outcome	Due Date/ Timeframe	Payment Information and/or Amount
	lessons learned with broad audiences.			
TOTAL MAXIMUM PAYABLE AMOUNT				\$115,000

PROGRAM SPECIFIC REQUIREMENTS/NARRATIVE

Staffing Requirements: The PSP Executive Director or designee must approve project personnel changes.

**EXHIBIT C -
Deliverable & Billing Procedures**

Title: Salmonid Residence, Survival, and Migration in Newly Constructed Habitat Site
in the Lower Duwamish River

DELIVERABLE PROCEDURES

Deliverable requirements, including due dates, are specified in Exhibit B, Statement of Work and Budget. CONTRACTOR shall submit deliverables to the PSP Project Manager listed on page 1 of this Agreement. Do not attach deliverables to invoice vouchers.

The PSP Project Manager must provide written Acceptance of deliverables to CONTRACTOR and to PSP Fiscal before PSP Fiscal can pay an invoice for those deliverables.

BILLING & INVOICE VOUCHER REQUIREMENTS

To request payment, the CONTRACTOR shall submit a form A-19 invoice voucher at least monthly to the AGENCY **unless** there are no deliverables due for the month of billing. CONTRACTOR shall only bill for completed tasks and deliverables agreed to in Exhibit B, Statement of Work & Budget.

Each invoice voucher submitted to the AGENCY by the CONTRACTOR must, at a minimum, include the following:

1. The PSP contract/agreement number.
2. The time period during which the services were performed.
3. A description of the tasks or subtasks performed, and deliverables submitted that have met the pay-point criteria listed in Exhibit B, Statement of Work and Budget, column "Payment Information and/or Amount."
4. Total invoice amount.
5. Date deliverable was accepted by PSP Project Manager. See DELIVERABLE PROCEDURES, above.
6. Attach any other information mutually agreed upon by both parties during the course of the contract.

Submit payment requests to:

*Puget Sound Partnership
Fiscal Unit
PO Box 40900
Olympia, WA, 98504*

Submit all invoices electronically to: pspfiscal@psp.wa.gov

GENERAL BILLING TERMS

The AGENCY shall reimburse the CONTRACTOR upon review and approval of work performed under the scope of this agreement and receipt of properly completed payment requests.

Payment may be withheld if required work, services, progress reports and/or deliverables are not submitted to the satisfaction of the AGENCY.

The AGENCY may terminate the agreement or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to comply with any term or condition of this contract.

The CONTRACTOR shall submit a monthly invoice voucher or equivalent document to the AGENCY

unless the agreement has been identified as a “deliverable-based” contract with specific due date or special condition that has been approved by the Partnership. Contractors must submit invoices within 30 days after the month of completion of deliverables to the PSP Project Manager for “deliverable-based” contracts. Payment for approved goods and/or services will be made by check, warrant or electronic fund transfer (EFT) within 30 days of receipt of the invoice. The CONTRACTOR must submit invoices for all work done within a fiscal year 30 days after the end of the fiscal year. Invoices shall be paid within 30 days after the final invoice has been submitted.

BILLING CONDITIONS:

All Contractors must submit any budget changes to any deliverable(s) to PSP for sufficient processing time of any amendment execution between PSP and the Contractor. If information provided does not allow for sufficient processing time, PSP will not adjust or pay for any invoices or billing over the 10% of the total amount listed for each deliverable even if the added total amounts for all the deliverables does not exceed the total budget.

The CONTRACTOR shall receive reimbursement for travel and other expenses as identified or as authorized in advance by the AGENCY as reimbursable. Such expenses may include airfare (economy or coach class only), other transportation expenses, lodging and subsistence necessary during periods of required travel at the current state reimbursement rates (<http://www.ofm.wa.gov/resources/travel.asp>).

Payment shall be considered timely if made by the AGENCY within thirty (30) calendar days after receipt of properly completed reimbursement request.

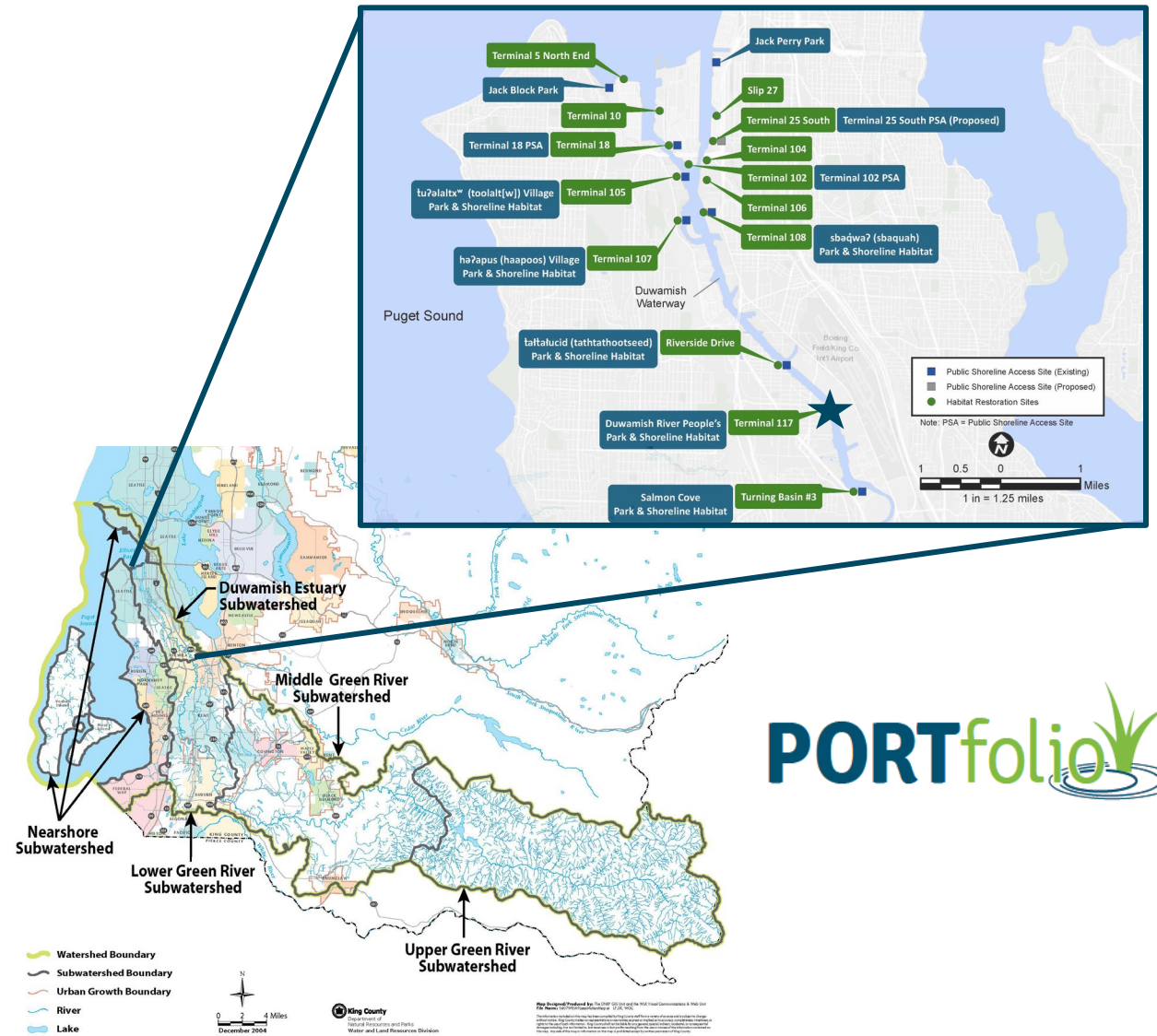
Duwamish River People's Park & Shoreline Habitat Monitoring Program – Fish Monitoring

Interlocal Agreement with Puget Sound Partnership

February 13, 2024

Importance of the Duwamish in the Watershed

- The Green-Duwamish Watershed Salmon Recovery Lead Entity has priority projects for Chinook Salmon.
- The Salmon Recovery Strategy includes protecting, restoring, and enhancing habitat in the Duwamish Estuary Sub-Watershed.
- The Port has several habitat restoration projects in the Duwamish Estuary.



Duwamish River People's Park & Shoreline Habitat

- DRPP identified as a Tier 1 (top priority) project for the watershed.
- Year 1 Monitoring completed in 2023.
- Juvenile Chinook Salmon were identified utilizing the marsh basin at DRPP in 2023.
- Passive Integrated Transponder (PIT) antennas will help inform how out-migrating juvenile salmon are using DRPP.

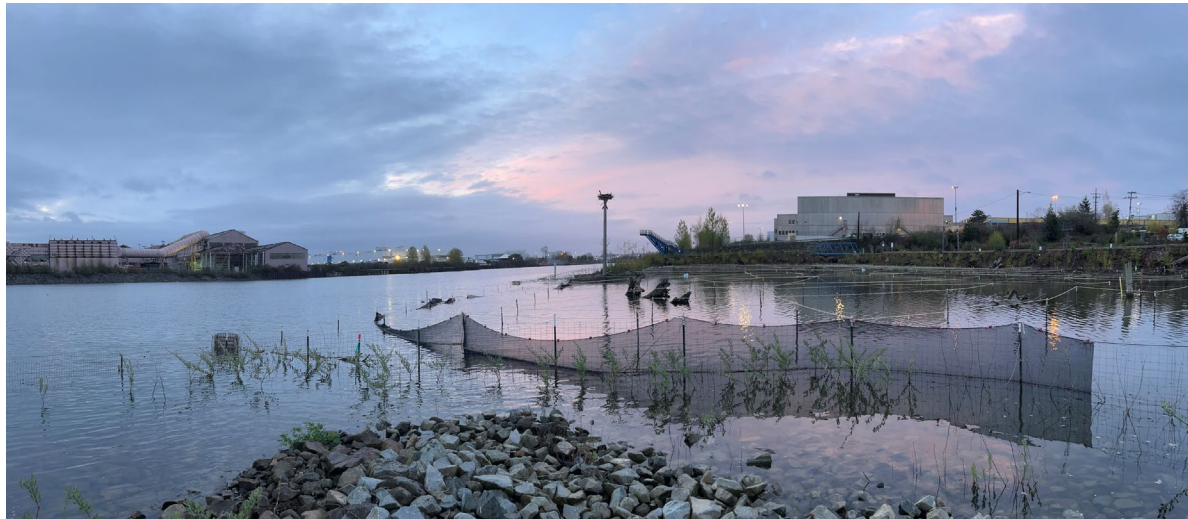


Request

- Authorize Executive Director to execute Interlocal Agreement (ILA) with Puget Sound Partnership (PSP) for funding (\$115k) to purchase PIT array.
- The PIT array will monitor juvenile salmon use at DRPP.
- Monitoring data will be provided to agency & tribal partners and contribute to salmon recovery planning in the Green-Duwamish River Watershed.
- With this PSP funding there is no cost to the Port for the purchase of the PIT array.

Scope/Schedule

- Execute ILA w/ PSP February 2024
- Select vendor and purchase equipment March 2024
- Install PIT array equipment at DRPP March 2024
- Implement fish monitoring at DRPP March-June 2024





**COMMISSION
AGENDA MEMORANDUM**

Item No. 10e

ACTION ITEM

Date of Meeting February 13, 2024

DATE : January 4, 2024

TO: Stephen P. Metruck, Executive Director

FROM: Kenneth R. Lyles, Director, Maritime Operations and Security
Kelli Goodwin, Senior Manager, Maritime Operations
Mark Longridge, Capital Project Manager, Seaport Project Management

**SUBJECT: Terminal 91 Berths 6 & 8 Redevelopment Additional Construction Funding
(CIP#s C102475, C801350)**

Amount of this request: \$22,000,000
Total estimated project cost: \$98,000,000

ACTION REQUESTED

Request Commission authorization for the Executive Director to approve additional funding in the amount of \$22,000,000 for construction of the Terminal 91 Berths 6 & 8 redevelopment and to award and execute a contract with the lowest responsible bidder.

EXECUTIVE SUMMARY

Higher than expected bids for the Terminal 91 Berths 6&8 redevelopment require additional funds to proceed with the work. The project redevelops the condemned vessel berths and adjoining apron areas of Berths 6 & 8 along the northeast side of Pier 90 at Terminal 91 to help ensure the long-term viability of the Port of Seattle (Port) as the home to the North Pacific fishing fleet.

The major works contract was advertised on November 1, 2023, and bids were opened for the construction contract on December 20, 2023. Three bids were received in response to the construction advertisement. However, acceptance of any of these bids would exceed the previously authorized total project budget of \$76,000,000. The Engineer’s estimate of construction cost for this contract was \$49,615,105. The lowest bid received was from Pacific Pile & Marine for a total of \$72,636,235 which is \$23,021,129 or 46% over the estimate.

This overage is chiefly attributed to very high escalation and volatility in the current construction market, federal permit requirements, schedule constraints, and the specialized nature of the work. In reviewing the bids there is no single item or class of work items that is driving the cost increase, but rather an escalation across the board of all project elements. The Washington State Department of Fish and Wildlife permit requirement to complete all impact pile driving within a shorter in-water construction window (Sep 1 - Jan 15) is two months shorter than for similar work

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in previous years. The need to expedite the work to comply with the permit may have also contributed to additional labor costs from extended and off-shift hours. The primary driver of the increase remains underestimating construction cost escalation which has continued to exceed the Port's most conservative expectations in the current market which is not expected to abate. The low bid and second bid differed by less than \$60,000 or under one tenth of one percent which signals that the bids reflect actual market rates for the work as currently scoped.

The additional funds requested in this action will be used to cover the difference of the bid amount including Washington state sales tax and to ensure funds are available for project contingencies (project contingency has been maintained at 10% in the revised project estimate).

The staff recommendation is to accept the low bid of Pacific Pile & Marine. Their bid has been reviewed and confirmed that they are the lowest and responsible bidder. Acceptance of the low bid would also meet the project goal of 5% WMBE participation.

The project scope has been carefully developed over the past several years to restore the full utility of the existing berths, include sustainability features and minimize operational impacts to Port and tenant operations, and to conduct the work as an interim action under Ecology oversight because the project is within an active clean-up site. The project has gone through a long and complex permitting process for this work. As a result, limited opportunities exist to modify the scope or contract packaging of the project without the risk of significant delay. Rejecting the current bids would delay completion of the berths and pier structure at least one to two years and could incur significant additional costs required to rescope and readvertise the project. While scope reductions would be possible in this rebidding scenario, it could not make the project fit within the original budget without significantly impacting the utility of the facility (halving the berths for example) and undermining the purpose of the capital work. Given the current market, even with significant scope reductions, rebidding may not result in any additional bids or in lower project cost.

Approval of this funding request will allow construction to begin with minimal delay to the original construction schedule.

JUSTIFICATION

The redevelopment of Berths 6 & 8 supports the following Maritime Division goals toward achieving Century Agenda objectives:

1. Continue to grow the economic value of the fishing and maritime cluster including the number of local jobs and regional business revenue.
2. Prioritize uses that support the commercial fishing industry, with a focus on anchoring the North Pacific fishing fleet in Seattle.
3. Supports the Port's strategy to "be the greenest and most energy-efficient port in North America" by installing solar array infrastructure, stormwater treatment infrastructure,

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direct connection for vessel sanitary sewer, and replacing existing creosote piling with cement and recycled steel materials.

Diversity in Contracting

The project team has coordinated with the Diversity in Contracting Department to determine appropriate Women and Minority Business Enterprise aspirational goals for this project and identified a 5% contracting goal for the major works contract advertisement.

DETAILS

Berths 6 & 8 are the last remaining original timber pier berths at Terminal 91 and are at the end of their service life. Approximately 30% of the apron is condemned, and the remaining sections are posted with severe load limits. Originally built in the 1910s, this section of Pier 90 was most recently rehabilitated in 1985, and little has been done to the structure since then. Redevelopment of Berths 6 & 8 is critical to ensuring the long-term viability of the port as the home to the North Pacific fishing fleet.

Planned redevelopment includes demolition of approximately 62,250 square feet of condemned existing timber apron and replacement of approximately 780 linear feet of seawall (northerly portion of Berth 6 and entire Berth 8), removal and relocation of existing gangway, floats and boathouse, removal/replacement of existing small office structures, and reconstruction of a concrete apron structure at 600 pounds per square foot along the current alignment. The project includes the removal of over 2,200 failing creosote piles, installation of approximately 320 concrete and steel piles, with an overall decrease in overwater coverage. The project work also includes stormwater improvements, upgraded shore power connections, renewable energy through new solar panel arrays, and a direct connection for vessel sanitary sewer.

In January of 2020 the Port Commission authorized staff to proceed with the design and permitting phase of the project, and in August of 2023 authorized construction funding and the advertisement of the major works contract. Staff has since completed the design and submitted application packages for all required environmental permits and engaged important stakeholders such as the Suquamish and Muckleshoot Tribes, City of Seattle’s Department of Construction and Inspection, the Army Corps of Engineers, U.S. and Washington State Fish and Wildlife, NOAA Fisheries, Washington State Department of Ecology, the Port's Neighbors Advisory Committee, Port operations staff and current tenants in the design development. Demand for moorage at Terminal 91 is strong. Several times during the shoulder seasons the load-limited and condemned berth space at Terminal 91 impeded the facility’s ability to accommodate the needs of the North Pacific fleet and other commercial vessels, research vessels and ships of state. This project will also allow the Port to remain ready to respond to future business opportunities. This project responds to the sustained demand and will alleviate some of the shoulder season pressure by providing space for three 250-foot-plus catcher processors.

As noted in the 2017 Fishing Vessel Moorage Analysis for the Port by S2 Strategy, “fishing and seafood processing sector of the maritime industry, has by far the largest revenue impact to the state of any maritime sector. And is at least equal in job production to the other sectors....”

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Recommendations included providing an additional three to four 200-400-foot berths by 2020 and to plan for berths to accommodate another ten to twelve boats of 175-400-feet over the next decade. Restoring existing load limited and partially condemned moorage facilities to their full capacity is the first step to meeting these future capacity needs.

The Washington Maritime Federation recently completed a 2023 Economic Impact Assessment of Washington’s Maritime Industry. The Assessment identifies that “In total, the Washington fishing and seafood production sector generated approximately \$825 million in labor income in 2022. An estimated 780 businesses generated \$3.8 billion in revenue.” This sector represents 8,300 jobs in the state.

Scope of Work

This project provides significant waterside and landside improvements, including the following:

- Dock demolition and replacement, relocation of boat house and removal of existing small boat floats. Demolition of the existing pier deck and structure, including removal or cutoff of approximately 2,200 existing creosote piles. Removal and regrading of the existing under pier slope and replacement of the upland sheet pile wall.
- Placement of approximately 240 prestressed concrete structural piles and approximately 80 steel fender and guide piles, placement of 4 feet of riprap rock and habitat fish mix, placement of the new concrete precast deck panels, bullrail, utilities, bollards, upgraded shore power connection points and appurtenances.
- Removal of the existing buildings A-310 building (currently leased by American Seafoods), A-300, A-400, A-301, A-500, A-501 (occupied by Port Operations and police), removal of existing pavement and installation of deep soil mixing soil amendments, stormwater treatment system, and surface regrading.
- Replacement of the six existing buildings with two new modular buildings for tenant and Port use, paving and striping, installation of electric vehicle charging infrastructure, and installation of modernized electrical substation to service the buildings and vessels at the pier.

While there could be the possibility of reducing some of these scope elements to reduce costs if the current bids were rejected, such as removing sustainability elements or one of the new modular buildings, the maximum amount that could be expected to be reduced would be approximately 10-12% of the cost without significantly reducing the core utility of the berths overall. Rejecting the bids to make these scope reductions and rebid again later would expose the project again to further escalation and market volatility however. Given current escalation rates it is entirely possible that even with significant scope reductions there might be no appreciable savings.

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Sustainability/Community Outreach

This project will replace the existing creosote timber pier with a more environmentally responsible concrete apron. It is expected that all the existing creosote timber piles will be removed from the water column, resulting in a significant reduction in the number of piles overall. The plans also include a vessel sanitary sewer connection point to eliminate the use of on-dock collection tanks and resulting truck transport of waste with its associated fuel use and greenhouse gas emissions.

The design collects and treats all stormwater collected on the new construction areas using a cartridge filter vault, plus includes additional stormwater treatment elements to treat another approximately 100,000 square feet of additional pier area outside the project limits. This additional scope will be funded by the Marine Stormwater Utility as a separate work project included in this authorization. Completing this work concurrently provides efficiency in both design and construction and allows us to treat twice the impervious surface area before discharging to the Sound.

The new office structures are planned to be modular construction to reduce site construction time and construction waste, with energy efficient heating, ventilation, and air conditioning (HVAC) systems. Solar photovoltaic panels will be installed on the larger of the two buildings and sized to produce sufficient power for all that building's energy use. Both buildings will include EV charging parking, which is being coordinated with the Port's fleet management, and covered bike racks to encourage alternate commuting methods.

Port staff have been working with terminal users throughout the design to mitigate operational impacts and have kept the Port's Neighbors Advisory Committee (NAC) informed about the project and potential neighborhood impacts. Outreach included regular updates at the NAC monthly meetings which includes community leaders from Magnolia and Queen Anne. During construction, staff will implement a communication plan to provide specific details to Queen Anne and Magnolia neighbors, adjacent businesses and T91 tenants with a focus on noise from the pile driving work.

Schedule

All in-water work associated with the work must be completed within the fish window from August 1 to February 15 of each construction season, with pile driving for steel pile limited to September 1 to January 15, a two-month reduction from previous typical fish window permit work. This presents another constraint to the project that will need to be closely monitored and will likely require more than one full fish window construction period to complete the work. Both federal and local permits are in process and expected to be issued in Q1 of 2024, but if delayed still have the potential to affect the construction schedule.

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Activity

Commission design authorization	2020 Q1
Design start	2020 Q3
Commission Construction auth	2023 Q3
Commission Additional Construction auth	2024 Q1
Construction start	2024 Q2
In-use date	2025 Q4

Previous request estimates reflected the Engineer’s estimate of construction cost, escalated to the construction period, including potential project risks. The project team performed a full risk analysis of the project at both 30% and 90% design milestones to evaluate potential cost and schedule risks and quantify them using a Monte Carlo probabilistic analysis. The project total of the previous requests represented the 50th percentile estimate from the latest risk analysis update. Unfortunately, this approach still significantly underestimated the total cost of construction as evidenced by the bids received.

Cost Breakdown

	This Request	Total Project
Design	\$0	\$4,175,000
Construction	\$22,000,000	\$93,825,000
Total	\$22,000,000	\$98,000,000

ALTERNATIVES AND IMPLICATIONS CONSIDERED

Alternative 1 – Maintain the status quo and cancel the redevelopment work for Berths 6 & 8. Continue to enable limited operations of the berths for workboat moorage and keep the load restrictions and condemnation of dock sections in place.

Cost Implications: This alternative carries significant uncertainty and risk and accordingly much variability in cost potential. Maintenance costs for the berth are not currently high but would expand greatly if a deck failure occurred, for example.

Pros:

- (1) Lower initial capital cost

Cons:

- (1) Significant risk to the existing creosote structure if kept in use
Deterioration will continue, with larger failures possible
- (2) Current berth space demand from the Pacific fishing fleet not met
- (3) Revenue for these berths would remain minimal

This is not the recommended alternative.

Alternative 2 – Reject the current bids, look for potential scope reductions and/or grant opportunities and rebid the work.

Cost Implications: This alternative carries significant uncertainty and risk and accordingly much

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variability in cost potential. Anticipated federal grant award could be in the \$5M-\$20M range, if successful. However, this type of grant would also carry significant cost increases due to typical grant requirements (Build America/Buy American requirements would be anticipated to add 10%-15% to the total project cost for example). Total project cost range \$90-120M

Pros:

- (1) Potential for lower capital cost, or cost sharing with grant agencies

Cons:

- (1) No guarantee of grant award. Cost savings may not be realized, even with significant scope reductions and grant award
- (2) 1 to 2 year delay in project implementation
- (3) Reduced utility of berth and facility due to scope reductions

This is not the recommended alternative.

Alternative 3– Award the major works contract to the lowest bidder and implement the current design, proceed with replacement of the deteriorated timber apron with a concrete apron structure and associated improvements.

Cost Implications: Total project cost \$98 million

Pros:

- (1) Brings the berth back to full operation, replacing the deteriorated facility
- (2) Provides much needed berth and staging space for the North Pacific fishing fleet
- (3) Replacement of existing creosote pilings and apron, with far fewer concrete elements. Significant environmental benefits

Cons:

- (1) Higher initial capital cost

This is the recommended alternative.

FINANCIAL IMPLICATIONS

The current total project estimate has significantly increased from initial planning level estimates due to required additional scope, including upland soil improvements to meet current seismic code and resultant building replacements, increased permitting mitigation costs, and historically high construction escalation over the last several years. Cost increases have been further aggravated due to the pandemic and resultant manufacturing and supply chain issues, especially for long lead items such as electrical equipment.

The current estimate includes pricing for the construction work obtained on a competitive low bid basis. The low bid and second bid received were separated by less than 0.08%, which does give confidence that this is the actual market price for the work as currently scoped.

The summary below also includes a breakout of anticipated Environmental Remediation Liability (ERL) costs for expenses incurred above regular construction costs due to historic contamination of sites. In this case the estimate is for the cost of upland disposal of slope dredge spoils above

Meeting Date: February 13, 2024

what in water disposal would cost. These costs were not previously broken out in prior authorizations. Final ERL costs will be determined based on actual construction costs.

Cost Estimate/Authorization Summary	Berth Redevelopment (U00554)	Additional Stormwater Treatment (U00704)	Anticipated ERL funding	Total
COST ESTIMATE				
Original estimate	\$40,000,000	\$0	\$0	\$40,000,000
Previous changes – net	\$35,600,000	\$400,000	\$0	\$36,000,000
Current change	\$19,900,000	\$100,000	\$2,000,000	\$22,000,000
Revised estimate	\$95,500,000	\$500,000	\$2,000,000	\$98,000,000
AUTHORIZATION				
Previous authorizations	\$75,600,000	\$400,000	\$0	\$76,000,000
Current request for authorization	\$19,900,000	\$100,000	\$2,000,000	\$22,000,000
Total authorizations, including this request	\$95,500,000	\$500,000	\$2,000,000	\$98,000,000
Remaining amount to be authorized	\$0	\$0	\$0	\$0

Annual Budget Status and Source of Funds

This project is part of the 2024 Capital Plan under C102475 Terminal 91 Berths 6 & 8 Redevelopment with a total project cost of \$75,600,000.

The redevelopment of the berths is being funded by the Tax Levy. Additional stormwater treatment work is being funded by the Stormwater Utility.

Financial Analysis and Summary

Project cost for analysis	\$98,000,000
Business Unit (BU)	Elliott Bay Fishing and Commercial Operations
Effect on business performance (NOI after depreciation)	The redeveloped berths are expected to increase annual moorage revenue by approximately \$977,000 in the first full year of operation. Annual depreciation expense is estimated to increase by approximately \$2 million based on an expected useful life of 50 years.

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IRR/NPV (if relevant)	NPV: (\$70 million) Payback Period: 44 years (assuming 5% annual dockage rate increase)
-----------------------	--------------------------------------------------------------------------------------------

ATTACHMENTS TO THIS REQUEST

- (1) Presentation slides

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

August 8, 2023 – The Commission authorized Construction funding of \$71,825,000.

January 7, 2020 – The Commission authorized Design and Permitting funding of \$4,000,000.

Terminal 91 Berths 6 & 8 Redevelopment

Kelli Goodwin – Senior Manager, Maritime Operations
Mark Longridge – Capital Project Manager

Action Requested

Request Commission authorization for the Executive Director to approve additional funding in the amount of \$22,000,000 for construction of the Terminal 91 Berths 6 & 8 redevelopment and to award and execute a contract with the lowest responsible bidder.

Total request for this action is \$22,000,000 for a project total authorization of \$98,000,000.

Terminal 91 Berths 6&8 Impact to Financials

Terminal 91 - Consolidated Pre-Construction \$ in 000's	2019 Actual	2020 Actual	2021 Actual	2022 Actual	2023 Budgets	2024 Budgets
Cruise Operations	15,627	(117)	4,559	23,161	25,344	30,398
Elliott Bay Fishing & Commercial Operations	4,529	4,285	4,144	4,252	3,749	4,131
Maritime Industrial	5,539	5,763	6,010	6,147	6,092	6,152
EDD Uplands	1,587	1,648	1,241	1,321	1,371	1,500
Total Revenue	27,282	11,579	15,953	34,881	36,556	42,181
Expenses						
Cruise Operations	7,048	6,240	5,078	7,000	8,839	13,167
Elliott Bay Fishing & Commercial Operations	4,443	4,747	4,627	5,715	6,765	6,418
Maritime Industrial	4,850	3,883	4,022	5,417	6,316	5,972
EDD Uplands	2,233	2,325	2,240	2,720	2,656	2,634
Total Expense	18,574	17,194	15,968	20,852	24,577	28,191
NOI Before Depreciation	8,708	(5,615)	(14)	14,029	11,979	13,990
Depreciation	7,209	6,949	6,900	7,043	6,746	6,521
NOI After Depreciation	1,499	(12,564)	(6,915)	6,986	5,234	7,469

Impacts Based on 2024 budget on Terminal 91

- Elliott Bay Fishing Operations Revenue goes up \$900K annually
- Depreciation goes up \$2M Annually
- NOI Before Depreciation up to \$14.9M
- NOI After Depreciation down \$1.1M to \$6.4M

Impact to Maritime Break-Even after Depreciation Goal

- Maritime Division 2024 Net Income Budgeted (\$4M) from (\$9M) in 2019.
- NOI After Depreciation down to \$1.1M to (\$5.1M)
- Trends see improvement at \$1M a year achieving positive Net Operating Income in 2030.

Project Location



Project Location



Project Contribution to Community



The Port's Green Strategy

- Over 2200 creosote pilings will be removed from the water column.
- Stormwater improvements.
- Decrease in overwater coverage.
- Renewable energy through solar panel arrays.
- Improved shore power delivery to commercial vessels.



Supporting Jobs and a Healthy Waterfront

- The Washington Maritime Industry Total Employment in 2022 equaled 174,300 jobs.*
- The average earnings among Washington Maritime workers (including benefits) equals \$112,000.*
- These are the last two berths to be redeveloped to match the rest of Terminal 91 and are critical to meeting dockage needs of commercial vessels calling on Seattle, now and for our future.

*Economic Impacts of Washington's Maritime Industry 2022

Construction Bid Summary

- Bids advertised Nov 1, 2023 and opened Dec 20, 2023
- Engineer's construction estimate: \$49,615,106
- 3 qualified construction bids received
- Low bid in the amount of \$72,636,235
- Second low bid was \$72,695,500
(.08% higher)

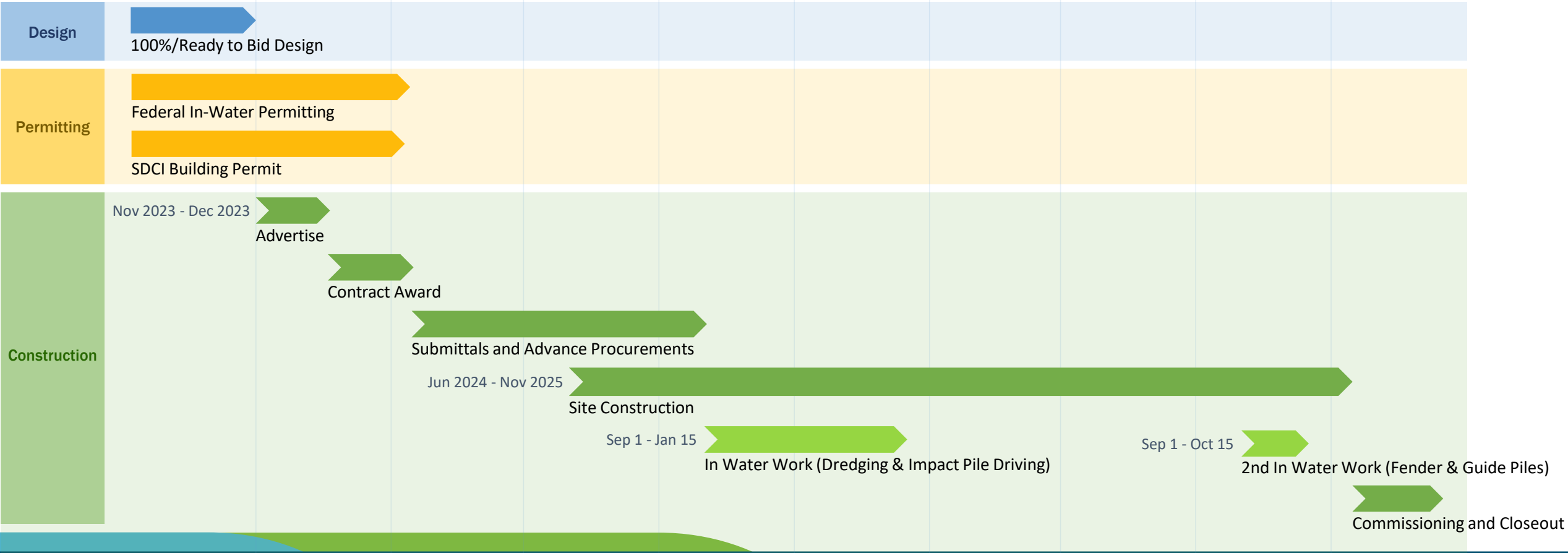
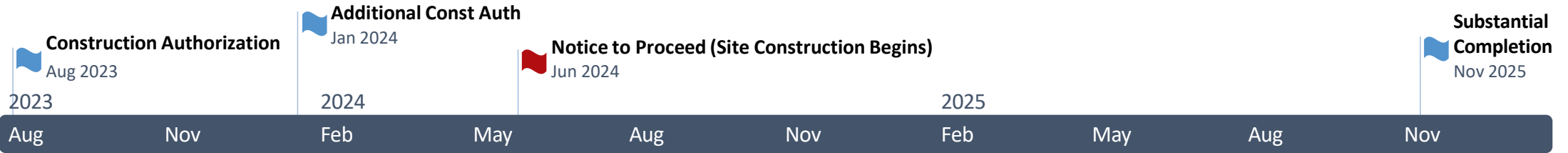


Construction Bid Summary









- Tight construction schedule, particularly for in-water work
- Continued very high escalation in several sectors
 - Heavy Marine Civil - Electrical
 - Shoreside Civil Construction
- Risk analysis completed at 60% and 90% design, higher than normal contingencies carried, but ultimately not enough in this market



T91 Berths 6&8 Project Schedule



Remaining Project Risks

RISK	DESCRIPTION	PROBABILITY	IMPACT	MITIGATION
Permit Timing	Federal In-Water Permit under review, approvals pending.	Low 	High 	Continued coordination with agencies and tribal partners, in final review, all mitigation terms agreed. Project was advertise before final permit issuance to maintian schedule, receipt of final permits imminent.
Unforeseen Hazardous materials in building/Site	Industrial site carries risk of contaminated soils and regulated building materials	Low 	Low 	Regulated material surveys performed on all buildings, soil pre-characterization completed.
Delayed Material Availability	Long lead items may impact installation schedule, especially precast and electrical materials	Low 	Med 	Execute construct as soon as possible to allow for lead time, prioritize submittals for long lead items.
Extended displacement of staff and tenants	Replacement of the buildings required temporary facilities for Port staff and tenants. Schedule delays may increase this.	Med 	Low 	Clear milestones in contract documents to minimize staff and tenant displacement, tempaorary facilities are included in contract work.

Authorization Request/Next Steps

Total amount of this request: \$22,000,000

Total project budget: \$98,000,000

Next Steps:

- Award and execute major works contract MC-00321121.
- Finalize agency and federal in-water permit review and approval
- Submittal reviews, long lead material orders by Contractor and site construction expected start in June 2024

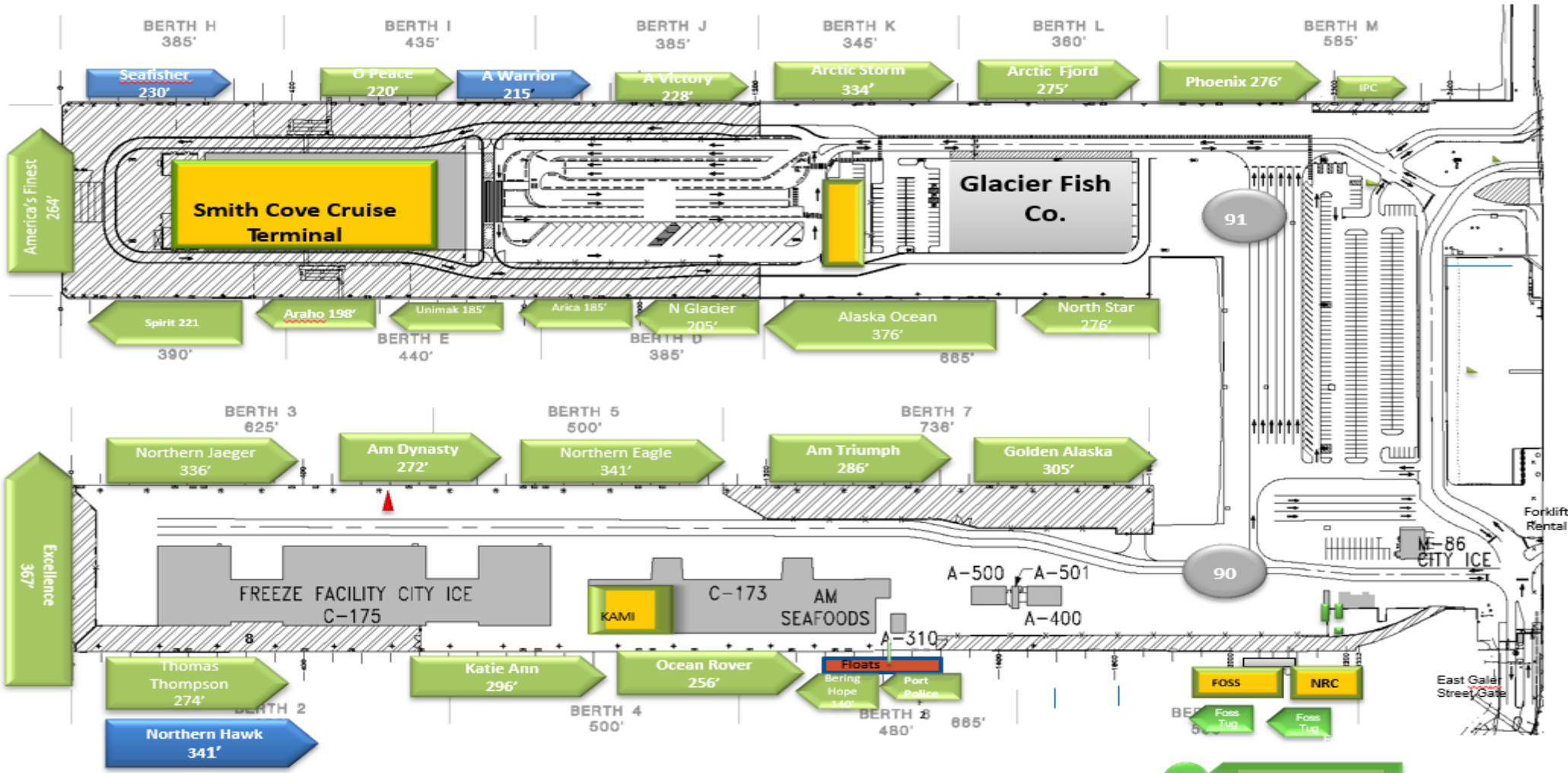
Questions?



Demand for Berths Increasing

Berthing Plan

Sunday January 8, 2023



Vessel Size Increasing



Current Condition

- 70% of pier load restricted
- 30% of pier condemned (no vehicle traffic)



Current Condition

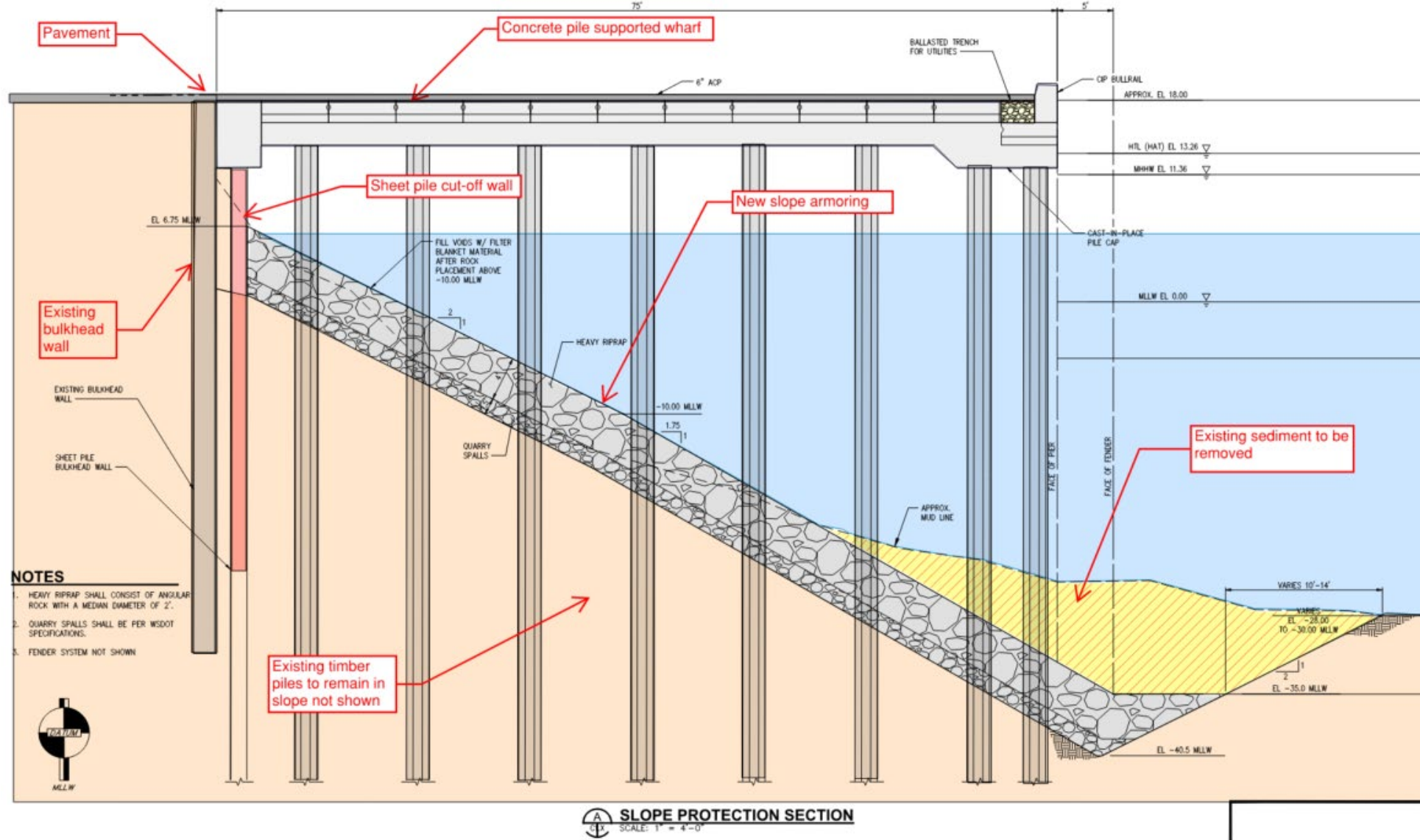
- Creosote Timber Construction
- Significant underdock and fender deterioration



Upland Development & Sustainability

- Replacing/consolidating existing 6 buildings into 2 for tenants and Port with energy efficient HVAC
 - Larger of these building will include solar 40kW PV array sized to cover all electrical needs
- Innovative vessel sanitary sewer pump out to reduce truck traffic
- Sustainable transportation elements include covered bike facilities and additional EV charging stations
- Additional 100K sf of stormwater treatment area
- Project will remove over 2,200 creosote piles and over 10K sf of over water coverage

Proposed Pier Replacement





**COMMISSION
AGENDA MEMORANDUM**

Item No. 11a

BRIEFING ITEM

Date of Meeting February 13, 2024

DATE: February 2, 2024

TO: Stephen P. Metruck, Executive Director

FROM: Melissa Parks, Government Relations Policy Analyst

SUBJECT: 2024 International Policy Priorities

EXECUTIVE SUMMARY

Port of Seattle Commissioners, executive team members, and internal subject-matter experts are engaging internationally to build relationships, share the opportunities and challenges of operating maritime and aviation gateways, and advocate in support of Port goals that are beyond our direct authority. This draft memo establishes the Port’s international policy priorities, highlighting work underway and emerging opportunities, to enhance transparency and guide our engagement for 2024.

Driven by the Century Agenda, the Port is working to achieve ambitious goals that maintain Puget Sound as a premier international gateway for commerce and tourism that benefits the region while ensuring equity, sustainability, and quality of life for our region’s residents. While the Port can upgrade and modify our facilities, we have limited control over the commercial aircraft and maritime vessels that utilize our gateway. We need international standards to fully achieve these goals and others.

The global climate crisis and energy transition are both significant, complex challenges as well as opportunities. Knowing what is ahead for the future of our industries will create opportunities for innovative business development and sustainability initiatives. As a leader in sustainability the Port can utilize our local action and investments to demonstrate global leadership and influence international outcomes.

Success of these international priorities will be through highlighting the Port’s continued local investments as well as engagement with international ports, the United States Government, industry associations, private industry, and non-governmental organizations.

Following Commission feedback on these draft policy priorities, staff will revise and bring final proposed international priorities for full Commission approval.

Meeting Date: February 13, 2024

2024 INTERNATIONAL POLICY PRIORITIES

Promote Transparency, Collaboration, and Consistency

Encourage transparency and broad engagement in developing globally consistent standards and policies for aviation and maritime industries to promote public awareness, industry alignment, and certainty for planning and effective implementation. Coordinate with The Northwest Seaport Alliance on international maritime engagement.

Promote collaboration, share best practices and challenges, and foster relationships to develop comprehensive solutions to complex global issues and help achieve our goals by engaging in key international forums such as the International Civilian Aviation Organization (ICAO), International Maritime Organization (IMO), United Nations Climate Conference of Parties; with international partners including our sister ports, particularly, Busan, Kobe, Rotterdam, and Singapore; and industry associations and non-government organizations including Airports Council International, International Association of Ports and Harbours (IAPH), and Getting to Zero Coalition.

Promote Equity, Environmental Justice, and Sustainable Development

Promote the adoption of principles and values that commit organizations to equity, environmental justice, and sustainable development, as well as committing to engage communities most impacted by industries associated with port operations.

Advocate for policies, programs, projects, and investments that advance equity and support environmental and economic justice and implements the United Nations' Sustainable Development Goals. Solutions need to be co-developed with and center the experiences and voices of the communities most impacted.

Addressing Climate Change and Reducing Air Emissions

Support robust and immediate climate action, policies, and initiatives, like the Paris Agreement and Clydebank Declaration, that demonstrate ambitious, feasible, and equitable approaches to mitigate climate changing factors and prepare for climate impacts.

Encourage international organizations to incorporate environmental justice principles into its climate policy that are people-centered, developed with impacted communities, and seeks mitigation as well as better quality of life for communities who are experiencing the burden of climate change.

Support decision making based on science, quantitative and qualitative data, and that considers lived experiences; progress reporting; and information sharing on global climate impacts and mitigation and adaptation strategies relevant to the Port, King County, or the Pacific Northwest.

Meeting Date: February 13, 2024

Monitor developments of standards for safe handling and storage of emerging alternative aviation and maritime fuels, such as hydrogen and methanol, at the ICAO and IMO. Provide input on issues that could impact worker and community safety and airport and seaport operations.

Support ICAO implementation of policy instruments, including the Carbon Offsetting and Reduction Scheme (CORSIA), to achieve net zero aviation emissions by 2050 and encourage investments that accelerate the uptake and supply of Sustainable Aviation Fuel.

- (1) **Monitor developments related to emissions and other aviation environmental impacts** within the ICAO Committee on Aviation Environmental Protection (CAEP) that assists the ICAO Council in formulating new policies and adopting new Standards and Recommended Practices (SARPs) related to emissions, and more generally to aviation environmental impact.

Support the IMO’s development of policies to reduce climate and air pollution emissions from commercial shipping by 2050 including:

- (1) Global maritime fuel standard that reduces the intensity of greenhouse gas emissions in fuel over time and meets sustainability criteria.
- (2) Economic measures that create a level playing field globally and incentivizes the supply and use of low and zero emission maritime fuels.
- (3) Just Transition policy that works to equitably distribute gains, and reduces the risk to, developing countries in the transition to low and zero emission fuels.

Encourage knowledge sharing between Green Shipping Corridors and their international partners to accelerate supply and uptake of low and zero greenhouse gas emission fuels and maximize participation by ports and ships. Engage the U.S federal government and other international governing bodies in these conversations.

Contribute to efforts coordinated by IAPH to standardize shore power connections and power distribution differences to increase interoperability between ports and ships and increase connection rates.

Monitor development of international standards for offshore wind and other alternative energy developments; and encourage collaboration in standards between governments and leading international developers to reduce barriers to deployment. Support the development of offshore wind and alternative energy supply chains that prioritize low greenhouse gas emissions, economic development, and social equity.

Reducing Aviation and Maritime Noise

Monitor and support developments to reduce noise from commercial aircraft by the ICAO Committee on Aviation Environmental Protection (CAEP), including through aircraft technology and airport operational best practices.

Meeting Date: February 13, 2024

Support the IMO’s voluntary guidelines to reduce underwater noise from ships and share experiences and outcomes from the Port of Seattle’s efforts to help inform uptake and use of the guidelines.

Improving Water Quality/Marine Health

Monitor the IMO’s development of standards for the discharge of wash water from exhaust gas cleaning systems and the use of risk and impact assessments to inform decisions about restrictions or limits to wash water discharge.

Encourage awareness of, and actions to reduce, ocean acidification impacts to global marine ecosystems, communities, and associated industries. Share Port research on local, nature-based carbon remediation including kelp and eelgrass enhancement, with international partners through the International Alliance to Combat Ocean Acidification.

Combat and Reduce Human Trafficking

Monitor and encourage efforts at ICAO, the IMO, and other international organizations we engage with to increase awareness of and combat human trafficking in aviation and maritime industries and share the Port’s experience with implementing the national awareness campaign. Highlight the Port’s public-private partnership with local organizations to combat human trafficking.

Support Sustainable Tourism

Support the Global Sustainable Tourism Council’s best practices that balance the environmental, social, cultural, and economic aspects of tourism and share the Port’s, and our Washington tourism partners’, sustainable and inclusive tourism best practices.

ATTACHMENTS TO THIS BRIEFING

- (1) Presentation slides

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

None.

DRAFT 2024 INTERNATIONAL POLICY PRIORITIES

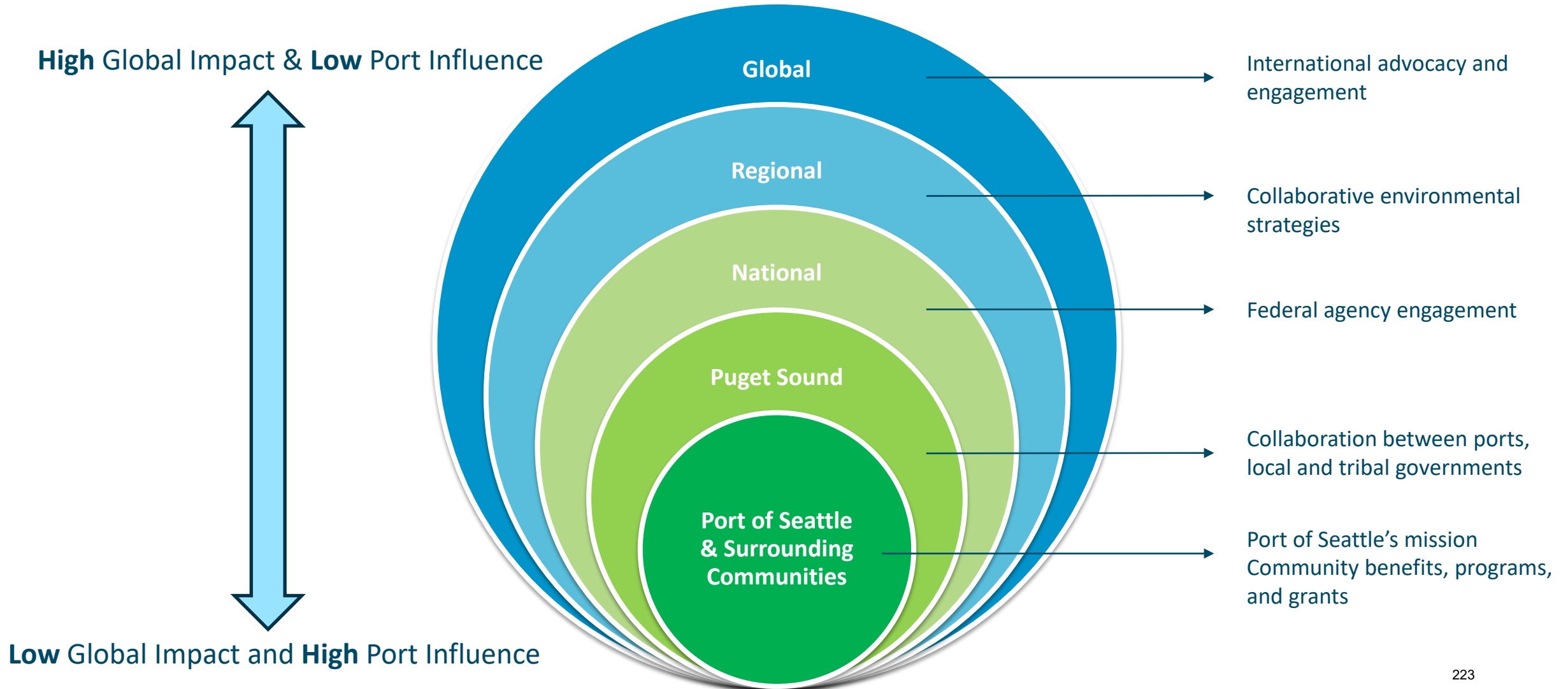
Melissa Parks, Government Relations Policy Analyst

Overview

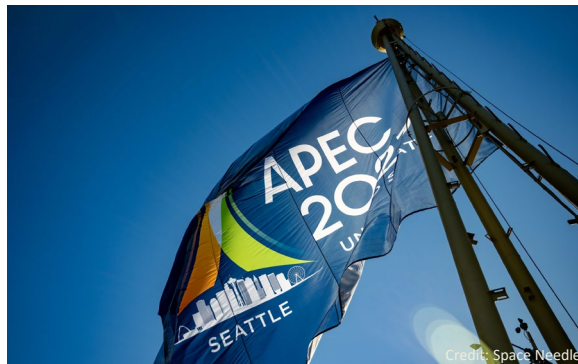
- Why an International Agenda
- International Engagement
- Draft International Priorities for 2024
- Next Steps

Why an International Agenda

Partnership Critical to Port Strategies



International Engagement



Meetings/Forums

- International Maritime Organization (IMO)
- International Civil Aviation Organization (ICAO)
- UN Climate Conference COP 27
- Port Authorities Roundtable
- Asia-Pacific Economic Cooperation

Associations/Non-Gov't Orgs (NGOs)

- Airports Council International (ACI)
- Int'l Association of Ports & Harbors (IAPH)
- Air Transport Action Group (ATAG)
- Getting to Zero Coalition

Written Comments

2024 International Priorities



Addressing Climate Change & Air Pollution

Reduce Aviation and Maritime Noise

Improve Water Quality/Marine Health

Alternative Energy Standards

Combat and Reduce Human Trafficking

Support Sustainable Tourism

2024 International Priorities



CLIMATE ACTION

- Robust and immediate climate action
- Decisions supported by data, people-centered
- Transparency: progress reporting, information sharing



- Int'l Civil Aviation Org (ICAO): Net Zero by 2050
- Sustainable Aviation Fuels
- Emerging environmental standards and recommended practices



- Int'l Maritime Org (IMO): Zero by 2050
- Fuel Standard, Economic Measure, Equitable & Just
- Green Corridor knowledge sharing
- Shore power connections

Next Steps

Draft Priorities

- Commission edits and feedback → Feb. 27
- Feb. 27 Adoption

Upcoming Engagement Opportunities

- WindEurope, Bilbao, Spain
- International Leadership Mission to Korea
- Singapore Maritime Week
- Int'l Maritime Org: Marine Environment Protection Committee
81, London

Questions?



**COMMISSION
AGENDA MEMORANDUM**

Item No. 11b

BRIEFING ITEM

Date of Meeting February 13, 2024

DATE: February 7, 2024
TO: Stephen P. Metruck, Executive Director
FROM: Glenn Fernandes, Director, Internal Audit
SUBJECT: **2023 Internal Audit Annual Report**

EXECUTIVE SUMMARY

The purpose of this memo is to brief the Commission and the public on audits performed in the 2023 calendar year. The 2023 Audit Plan was approved at the December 8, 2022, Audit Committee meeting.

Internal Audit (IA) has completed 16 audits and identified 4 High Risk, 16 Medium Risk, and 7 Low Risk issues for management action. In addition, R.L. Townsend & Associates, an external, independent auditor, who was engaged to audit General Contractor/Construction Manager (GC/CM) construction projects, presented an Annual Audit Services Report at the December 14, 2023, Audit Committee meeting. At the September 7, 2023, Non-Public session of the Audit Committee, IA presented a summary report of the Criminal Justice Information Systems (CJIS) Technical Audit, which was performed by the Washington State Patrol.

Implementation of the associated recommendations from audits, will strengthen internal controls, enhance processes, and improve efficiencies. Internal Audit has a process in place where we periodically follow up on recommendations and agreed upon management action plans to assure action is taken. This process also relies on attestations from Management. Delinquent action plans are periodically brought to the Audit Committee's attention.

BACKGROUND

On December 11, 2007, the Port of Seattle (Port) Commission passed a motion, which resulted in the creation of an independent and objective Internal Audit function. In discharging their duties, the Internal Audit Director and his staff are accountable to the Audit Committee and to the Executive Director.

The Audit Committee serves as an arm of the Port Commission. For 2023, Commissioner Mohamed chaired the Audit Committee, and Commissioner Cho served as the other commission member. Ms. Sarah Holmstrom, CPA, and a Finance Leader for Amazon Advertising, served as the external volunteer member of the Audit Committee.

Meeting Date: February 13, 2024

Internal Audit conducts independent, objective, risk-based audits of the Port’s operations, technology, activities, and vendors. Our audits add value by helping the Port achieve its mission and contribute to: financial stewardship, accountability, transparency, governance, and operational excellence. Internal Audit derives its authority from the Port Commission.

LISTING OF COMPLETED 2023 INTERNAL AUDITS

Below is a list of audits completed by Internal Audit in 2023. These audits are categorized by audit type.

Performance:

- 1) Port-wide Payroll Controls
- 2) Airport Parking Garage
- 3) Social and Environmental Reporting
- 4) Fishermen’s Terminal
- 5) Police Department Seizures and Evidence Room

Performance - Capital:

- 6) Supply Chain Disruption Management
- 7) Terminal 5 Berth Modernization Project
- 8) C Concourse Expansion (Pre-construction) GC/CM¹
- 9) Main Terminal Low Voltage System Upgrade GC/CM¹
- 10) T-117 Sites 23-25 Restoration Construction Project GC/CM¹

Information Technology:

- 11) Email and Web Browser Protections (ICT & Aviation Maintenance)²
- 12) Network Infrastructure Management (Aviation Maintenance)²
- 13) Security Awareness and Skills Training²

Limited Contract Compliance:

- 14) Louis Dreyfus Company Washington LLC
- 15) Seattle Air Ventures
- 16) ATZ, Inc. dba Doug Fox Parking

¹ RCW 39.10.385 requires an independent audit, paid for by the public body, to confirm the proper accrual of costs, for GC/CM projects. This audit work is performed by external, independent auditors through Service Agreements. A year-end status report is provided at the December Audit Committee. Internal Audit also performs periodic audits of these projects and reviews areas that are not looked at by the independent auditors. Internal Audit issues an audit report on areas covered.

² Security Sensitive – Exempt from public disclosure per RCW 42.56.420; these will not be discussed during this Commission meeting.

Meeting Date: February 13, 2024

ATTACHMENTS TO THIS BRIEFING

- (1) Presentation slides

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

January 24, 2023 – The Commission was briefed on 2022 completed audits.

December 9, 2021 – The Commission was briefed on 2021 completed audits.

December 8, 2020 – The Commission was briefed on 2020 completed audits.

December 10, 2019 – The Commission was briefed on 2019 completed audits.

2023 Internal Audit Annual Report

Glenn Fernandes - Director, Internal Audit

February 13, 2024

P69 Commission Chambers

12:00 PM – 5:00 PM

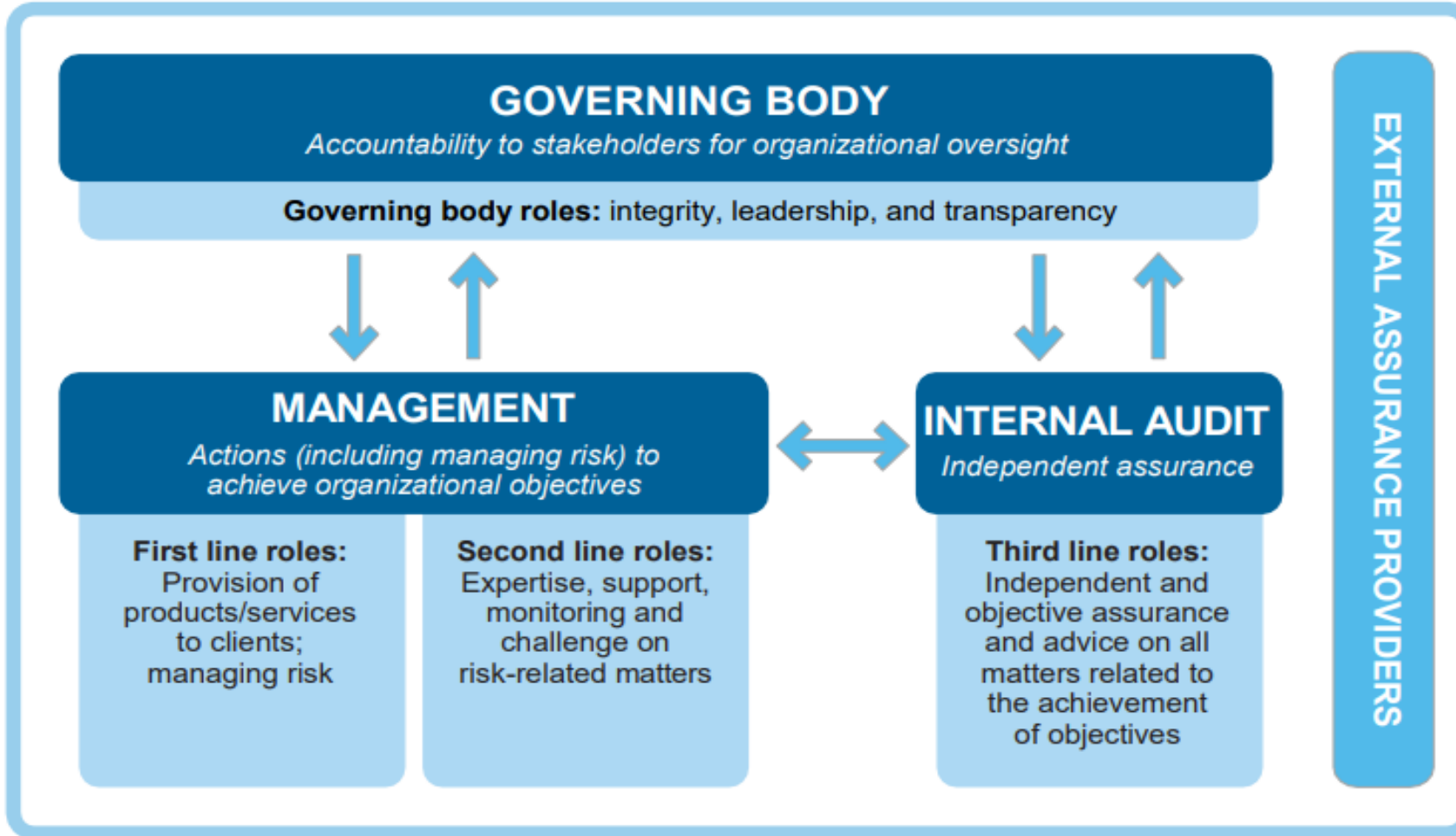
2023 Audit Committee

- Commissioner Hamdi Mohamed, Committee Chair
- Commissioner Sam Cho, Committee Member
- Sarah Holmstrom, Committee Public Member

About Internal Audit

- Internal Audit conducts independent, objective, risk-based audits of the Port's operations, technology, activities, and vendors.
- Our audits add value by helping the Port achieve its mission and contribute to: financial stewardship, accountability, transparency, governance, and operational excellence.
- Internal Audit derives its authority from the Port Commission.
- The Director is a dual report, who reports functionally to the Audit Committee and administratively to the Executive Director.

The IIA's Three Lines Model



KEY: ↑ Accountability, reporting ↓ Delegation, direction, resources, oversight ↔ Alignment, communication coordination, collaboration

- **Combined Assurance to Break Down Silos:**
The governing body, management, and internal audit have their distinct responsibilities, but all activities need to be aligned with the objectives and collectively grow the value of the organization.
- **Beyond the Three Lines Model:**
Today's environment of risk bedlam requires us to go a step further. Collaboration is a business imperative and a platform we can use to generate even greater enterprise value.

Source: The Institute of Internal Auditors, *THE IIA'S THREE LINES MODEL – An Update of the Three Lines of Defense*, published in July 2020.

2023 Audit Plan Update

- 16 audit reports were completed in 2023: 5 Performance, 5 Capital Projects, 3 Information Technology , and 3 Limited Contract Compliance.
- Audits identified 4 High Risk, 16 Medium Risk, and 7 Low Risk rated issues for management action.
- GC/CM Construction Projects are increasing at the Port; real-time auditing, as required by RCW 39.10.385, continues to identify cost savings.
- Audit reports are shared with Audit Committee Members, and for transparency, are also posted to the Port's external facing website.

[Audit reports can be found at <https://www.portseattle.org/page/internal-audit-reports.>]

16 Audits Completed in 2023

Limited Contract Compliance

- Louis Dreyfus Company Washington LLC
- Seattle Air Ventures
- ATZ, Inc. dba Doug Fox Parking

Performance

- Port-wide Payroll Controls
- Airport Parking Garage
- Social and Environmental Reporting
- Fishermen's Terminal
- Police Department Seizures and Evidence Room

Capital/Construction

- Terminal 5 Berth Modernization
- Supply Chain Disruption Management
- C Concourse Expansion (Pre-construction) GC/CM¹
- Main Terminal Low Voltage System Upgrade GC/CM¹
- T-117 Sites 23-25 Restoration Construction Project GC/CM¹

Information Technology

- Email and Web Browser Protections (ICT and Aviation Maintenance)
- Network Infrastructure Management (Aviation Maintenance)
- Security Awareness and Skills Training

1. RCW 39.10.385 requires an independent audit, paid for by the public body, to confirm the proper accrual of costs, for General Contractor/Construction Manager (GC/CM) projects. This audit work is performed by external, independent auditors through Service Agreements. A year-end status report is provided at the December Audit Committee. Internal Audit also performs audits of these projects and reviews areas that are not looked at by the independent auditors. Internal Audit issues an audit report on areas covered.

Information Technology (IT) Audits

- IT audits are generally security sensitive and are discussed in non-public sessions.
- Our IT Audit Program focuses on high risk, high value controls, identified by the Center for Internet Security (CIS, 18 control areas, 153 controls).
- CIS controls are a prioritized set of best practices for cyber defense.
- Three audits were completed in 2023.
- Over the last 5 years, we have completed 11 of 18 key CIS audits.

Information Technology (IA) Audits

- Key objectives of 2023 IT Audits included:
 - Assess the effectiveness of IT controls.
 - Identify Cybersecurity risks.
 - Assure compliance with relevant regulations and industry standards.
 - Safeguard critical information assets.
 - Maintain the integrity of systems and data.
 - Support the overall organizational goals and objectives.

Capital/Construction Audits

- Five Capital/Construction audits were completed in 2023.
- Projects audited had estimated Capital Spend of \$182 million.
- Key Recommendations/Improvements included:
 - Strengthening contract language to decrease the potential for misinterpretation.
 - Improve Pay Application and Change Order review processes by maintaining adequate supporting documentation.
 - Establish a comprehensive documentation process, and clear guidelines related to negotiating and approving labor rates.
 - Collect overpayments made to contractors.

Highlighted Performance Audits

- 1) Airport Parking Garage
- 2) Port-wide Payroll Controls
- 3) Fishermen's Terminal

Airport Parking Garage

- The audit focused on the Public Parking and the Employee Parking operations at the main parking garage at Seattle-Tacoma International Airport (SEA) for the period January 2022 through July 2023.
- We evaluated controls over: 1) cash handling, 2) parking garage access, and 3) compliance with applicable laws, rules, and regulations.
- Key Improvement Opportunities included:
 - 603 instances of misuse of complimentary parking cards issued to organizations that have business at the Airport.
 - 99 active cards that were assigned to employees who were no longer employed by the Port, 16 of which continued to use their cards after separation from the Port.
 - Controls to deactivate complimentary parking cards at the end of lease agreements. One lessee's parking card was still active and continued to be used after lease termination.

Port-wide Payroll Controls

- The audit scope included: system access controls, segregation of duties, common payroll fraud assessments/testing, and different time-recording systems used by some business areas that might increase risk exposure to the Port.
- As of 12/31/2022, the salaries and benefits were the Port's largest operating expenses, \$317,574,261, representing roughly 67% of the total operating expenses.
- Key Improvement Opportunities included:
 - The Maximo System used by Aviation Maintenance Department had generated semi-annual, preventive maintenance work orders for certain retired assets, requiring maintenance staff to spend up to 3 hours for each unnecessary work order over 10 years.
 - A lifeline system – Sayfglida fall protection cable located on the Central Terminal roof at Seattle-Tacoma International Airport had been marked “Out of Service, DO NOT USE” by physical signs, therefore, requiring no regular maintenance.

Fishermen's Terminal

- The Audit was requested by the Director of Maritime Operations and Security.
- The audit focused on the billing processes, segregation of duties, and standard operating procedures.
- Key Improvement Opportunities included:
 - Billing and collection procedures at Fishermen's Terminal were informal and internal controls needed to be strengthened.
 - Some Auxiliary Services were billed incorrectly using outdated rates from prior years.
 - The billing and collection process for the sizeable accounts receivable balance (roughly \$900K total outstanding) was only managed by one individual.

2024 Audit Strategy

- Stay independent and objective.
- Enhance processes, by viewing work through an “equity lens.”
 - Incorporate an Equity, Diversity, and Inclusion objective into select audit programs and distinctively reflect the effort in audit reports.
- Streamline existing concession audit processes.
- Continue to focus on Capital Delivery (Financial, Quality, and Schedule).
- Continue to focus on the remaining “Center for Internet Security” audits that will provide the groundwork for well-established cybersecurity controls.
- Meet New TSA Cybersecurity Audit Requirements.



**COMMISSION
AGENDA MEMORANDUM**

Item No. 11c

BRIEFING ITEM

Date of Meeting February 13, 2024

DATE: February 6, 2024

TO: Stephen P. Metruck, Executive Director
Members of the Commission

FROM: LeeAnne Schirato, Commission Deputy Chief of Staff
Erica Chung, Strategic Advisor
Tyler Emsky, Strategic Advisor
Vy Nguyen, Strategic Advisor
Evan Ashe, Strategic Advisor

SUBJECT: 2023 Committee Review and 2024 Committee Work Plans Briefing

EXECUTIVE SUMMARY

The purpose of the briefing is to provide transparency to the progress made in executing the work of the Commission’s standing committees, as outlined in the Resolution No. 3770 and its corresponding charters.

The briefing will share the committees’ work plans for 2024 and review the work of the committees in 2023. The Commission established standing committees to function as policy development bodies or as intensive review boards to provide information, advice, and recommendations to inform commission policy development.

ATTACHMENTS TO THIS BRIEFING

- (1) Presentation slides

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

This report is provided annually.

PORT OF SEATTLE COMMISSION COMMITTEES' 2023 REPORT OUT AND 2024 WORKPLANS

Vy Nguyen, Commission Office Strategic Advisor
February 13, 2024

Overview

- Review of Commission committees in 2023
- Look ahead for Commission committees in 2024

Committee Roster
Art Board
Audit
Aviation
Equity and Workforce Development (EWFD)
Ethics Board
Governance
Sustainability, Environment, and Climate (SEAC)
Waterfront and Industrial Lands (WIL)
<i>Ad Hoc Committees: Airport Workforce Conditions, Proposed Tourism Ad Hoc</i>

Portwide Arts and Culture Board

2023 Review

Members: Commissioners Felleman and Cho

- Annual briefing at the 12/12/2023 Commission Meeting
- Onboarding of new board members
- Strategy to align Port-wide art program
- New installations – A, B, C Concourses; World Trade Center
- Public tours of AV Art Installations
- Temporary art exhibits at SEA, Pier 66 and Pier 69
 - Vanishing Point: A Neon Constellation at SEA Cellphone Lot
 - Dozfy Mural at Fishermen's Terminal
 - Morgan Madison and Grace Athena Flott exhibits at P69

Portwide Arts and Culture Board

Proposed 2024 Workplan

Members: Commissioners Mohamed and Felleman

- Art installations at Capital Improvement Projects
 - SEA: Widen Arrivals; Restroom Phase 5; North Main Terminal; Checkpoint 1; Concourse C
 - Bollard Projects
 - Fishermen's Terminal: MInC (Maritime Innovation Center); Fishermen's Terminal- Site Improvement project

Portwide Arts and Culture Board

Proposed 2024 Workplan (cont.)

- **Programs/ Public Engagement**
 - Commissioners site visits to SEA and Maritime Properties
 - Bi-monthly public tours
- **Acquisitions, Conservation, and Maintenance**
 - Checkpoint 1
 - Club SEA at A Concourse
 - North Main Terminal
- **Other projects**
 - Website update
 - Temporary Art programs
 - Port-wide art strategy

Audit Committee 2023 Review

Members: Commissioners Mohamed and Cho

- Ms. Sarah Holmstrom, a Finance Leader for Amazon Marketing, served as the Committee Public Member.
- Held four public & three non-public Committee Meetings.
- Oversaw the Annual Financial Statement Audit with Moss Adams.
- Received and addressed the State Auditor's Annual Accountability Report.
- Oversaw the issuance of 16 Audit Reports, including:
 - 5 Performance
 - 5 Capital
 - 3 Information Technology
 - 3 Limited Contract Compliance
- Responded to increasing GC/CM Construction Projects with real-time auditing. Received an annual readout from the Independent Auditors; RL Townsend and Associates.

Audit Committee 2024 Workplan

Members: Commissioners Calkins and Hasegawa

- Review of External Audits:
 - 2023 Financial Audit Results and 2024 Audit Engagement Service Plan (Moss Adams)
 - 2023 Performance Audit of the Port of Seattle Police Department – Civil Asset Forfeitures (WA State Auditor)
 - 2022 Accountability Audit Results and 2023 Audit Opening (WA State Auditor)
 - General Contractor/Construction Manager Projects Independent Audits (Contracted audit firms)
- Review of Internal Audits:
 - Director’s Annual Communication
 - 2024 Audit Plan Updates
 - Open Issue Status
 - Completed Audits
- Approvals:
 - 2025 Internal Audit Budget
 - 2025 Internal Audit Annual Audit Plan

Aviation Committee 2023 Review

Members: Commissioners Calkins and Mohamed

- Ground Transportation Access Plan Update including the Transportation Management Association and Active Transportation planning
- Taxi pilot program lessons learned and path forward including taxi operation agreements, curbside management, S. 160th drivers' lot, and TNC virtual queue expansion
- Employee parking next steps and the search process for the next regional airport
- Accessibility Order: formalized our goal to being one of the most accessible airports in the nation.
- FAA noise policy update
- Airport Dining and Retail Master Plan review

Aviation Committee 2024 Workplan

Members: Commissioners Cho and Hasegawa

- Fire Station work package authorization
- Baggage Optimization Phase 3
- Logistics Site Expansion project
- GTAP work program update
- Part 150 update
- Aviation Budget Review
- Update on Accessibility Programs
- FIFA Look Ahead
- Review of Accessibility Programs

EWFD 2023 Review

Members: Commissioners Calkins and Hasegawa

- Reviewed and recommended to Commission an Equity Policy Directive
 - Preliminary Committee approval of EPD framework at Oct. EWFD
- Provided strategic direction and recommendations on the Port's Career Connected Learning strategy (including Youth Career Launch) and broader workforce development strategy
- Monitored and provided strategic input into the Port's apprenticeship and Priority Hire programs
- Developed three-year Anti-Human Trafficking workplan
- Initiated development of Port-wide Language Access Order
- Monitored progress of WMBE Barriers Study

EWFD Committee 2024 Workplan

Members: Commissioners Calkins and Hasegawa

- Annual reports
 - OEDI, WFD, Diversity in Contracting
- OEDI Reports, Briefings, & Updates
 - SKCCIF Authorization, Language Access, Youth Maritime Career Launch, Equity in Budgeting
- EDD Reports, Briefings, & Updates
 - Priority Hire Directive Amendment, International Market Study, Community Business Connector, Diversity in Contracting Policies and Goals (2024-2029)
- Update Diversity in Contracting goals for next five- year period

Ethics Board 2024

- **Review Code of Ethics Recommended Amendments**
 - Expected in 4th Quarter 2024
- **Create New Rules of Procedure to Guide Ethics Board Reviews**
 - This work may not commence until 2025 depending upon project timeline for amendment of the Code of Ethics.

Governance Committee 2024

- **Review and Make Recommendations Re: Amendments to the Commission's Code of Ethics**
 - Expected in 4th Quarter 2024
- **Possible Review of Delegation of Responsibility and Authority (DORA) to the Executive Director Levels of Authority**
 - Pending Review and Discussion of the Commission

SEAC Committee 2023 Review

Members: Commissioners Hasegawa and Felleman

- Port-wide Environmental Land Stewardship Principles Order
- Aviation Land Stewardship Plan and SEA Tree Replacement Standards
- Municipal solid waste to SAF study
- Sustainable Aviation Fuel Study Session
- Seattle Waterfront Clean Energy Strategy
- Green corridor updates
- Cruise MOU updates
- Cruise Agreements and Lease
- Sustainable Evaluation Framework – Sustainable Design Strategies
- Parks assessment
- Airport waste sorting using artificial intelligence

SEAC Committee Proposed 2024 Workplan

Members: Commissioners Felleman and Cho

- Land Stewardship and tree replacement update
- Environmental performance metrics preview
- Pre-Season Cruise Environmental/Green Corridor Update / Cruise Dashboard
- Maritime Climate and Air Action Plan (MCAAP) implementation 2023 Update
- Preliminary Findings on Pre-Conditioned Air system
- Single Use Plastic Pilot Project and Wrap Act
- Waterfront Clean Energy Strategy policy decisions
- SEF Annual Update
- Electric Vehicle (EV) Charging Study Update (Maritime Fleet)
- Clean Maritime Fuels, Hydrogen Hub, and role of SAF and Hydrogen at SEA
- Waterfront Building Electrification and Priority Decarbonization Actions, including Power Barge concept
- Ground Transportation Emission Reduction Strategy
- PFAS Update pending regulation implementation
- Central Mechanical Plant (CMP) Study Results and Decarbonization Options
- Maritime and Aviation Sustainable Evaluation Framework (SEF) Capital Project recommendations
Sustainable Shorelines
- NOAA/NMFS Enduring Effects

WIL 2023 Review

Members: Felleman and Hasegawa

- City of Seattle Industrial Lands Rezoning
- Industrial Lands Transportation
 - Freight corridor planning
 - Bike lanes
- Real Estate
 - NWSA/PoS Real Estate Study
 - Waterfront redevelopment

WIL 2024 Workplan

Members: Commissioners Felleman and Calkins

- Land Use & Transit:
 - WOSCA & industrial lands, Sound Transit expansion
 - City of Seattle policy initiatives: Comp Plan Update, Move Seattle Levy
- Green Economy Initiatives & Real Estate
 - Future Lines of Business study, cruise issues, economic impact study, Port of Seattle real estate portfolio updates

Ad Hoc Committees

Airport Workforce Conditions

Members: Commissioners Hasegawa and Mohamed

- Exploration of affordable, accessible childcare for SEA workers,
- Exploration of a port-wide third-party code of conduct related to worksite, civil rights, and combatting human trafficking
- Hygiene products at Port managed facilities
- Exploration of affordable, accessible health care options for non-Port workers at SEA

Proposed Tourism Ad Hoc: Waterfront MOUs with Aquarium, City of Seattle and Elliot Bay Connectors, among other tourism related items.

Questions?