Port of Seattle Special Commission Business Meeting

November 17, 2026

COMMISSION SPECIAL MEETING AGENDA

November 17, 2026

To be held virtually via MS Teams and in person at the Seattle-Tacoma International Airport – Conference Center, International Room, located at 17801 International Blvd, Seattle WA, Mezzanine Level. You may view the full meeting live at meetings.portseattle.org. To listen live, call in at +1 (206) 800-4046 or (833) 209-2690 and Conference ID 516 553 479#

ORDER OF BUSINESS

9:00 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 p.m. – PUBLIC SESSION**

Reconvene or Call to Order and Pledge of Allegiance

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

4. SPECIAL ORDERS OF THE DAY

5. EXECUTIVE DIRECTOR'S REPORT

6. COMMITTEE REPORTS

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

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. Written comments are accepted three business days prior to the meeting and before 9.a.m. on the day of the meeting. Late written comments received after the meeting, but no later than the day following the meeting, will be included as part of the meeting record. All written comments must identify the purpose of the writing is for public comment at a Commission meeting.

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, November 17, 2026. ***(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 the Special Meeting Minutes of October 27, 2026. **(no enclosure)**

8b. Approval of the Claims and Obligations for the Period of October 1, 2026, through October 31, 2026, Including Accounts Payable Check Nos. 965998 through 966558 in the Amount of $9,487,599.77; Accounts Payable ACH Nos. 089205 through 090216 in the Amount of $98,088,878.69; Accounts Payable Wire Transfers Nos. 069777 through 069797 in the Amount of $24,028,602.40; Payroll Check Nos. 231005 through 231114 in the Amount of $$90,824.26; and Payroll ACH Nos. 1344142 through 1349245 in the Amount of $19,386,472.56, for Total Payments of $151,082,377.68. **(memo enclosed)**

8c. Monthly Notification of Prior Executive Director Delegation Actions October 2026. **(memo enclosed)** – For Information Only.

8d. Authorization for the Executive Director to Execute a New Collective Bargaining Agreement Between the Port of Seattle and the International Brotherhood of Electrical Workers Local 46, Electronic Technicians Assigned to the Port of Seattle Aviation Maintenance, Marine Maintenance and Port Construction Services Divisions, Covering the Period from June 1, 2026, through May 31, 2029. **(memo and agreement enclosed)**

8e. Authorization for the Executive Director to Execute Up to Four Indefinite Delivery, Indefinite Quantity Consulting Agreements for Services Related to Engineering Construction Management Services at the Port, with a Cumulative Total Amount Not-to-Exceed $16,000,000 and One Design Services Agreement with a Cumulative Total Amount Not-to-Exceed $2,000,000, for a Total Requested Amount of $18,000,000. **(memo enclosed)**

8f. Authorization for the Executive Director to Execute an Interlocal Agreement with the Northwest Seaport Alliance (NWSA) to Implement a Series of Support Service Agreements to Allow Port Staff to Provide Services to the NWSA for 2027. **(memo and agreement enclosed)**

8g. Authorization for the Executive Director to Increase the Capital Improvement Project Budget and Authorization for the Satellite Transit System Controls Renewal and Upgrade Project at Seattle-Tacoma International Airport by $4,700,000; and to Execute Related Project Change Orders, Amendments, Work Authorizations, Purchases, Contracts and Other Actions Necessary in Support of the Project, in the Requested Amount of $4,700,000, for a Revised Total Estimated Project Cost Not-to-Exceed $82,940,000. (CIP #801043) **(memo and presentation enclosed)**

8h. Authorization for the Executive Director to Execute an Agreement for Maintenance Services for the Seattle-Tacoma International Airport's Direct Digital Control System for Up to Five Years, 2027-2031, in the Requested Amount of $10,800,000. **(memo enclosed)**

8i. Authorization for the Executive Director to Terminate the Port's 2025-2034 Signatory Lease and Operating Agreement ("SLOA") with Hawaiian Airlines, Inc. and to Enter into a Consolidation Permit with Hawaiian Airlines and Alaska Airlines, Inc. in Connection with the Corporate Consolidation Between Alaska Airlines and Hawaiian Airlines. **(memo enclosed)**

8j. Authorization for the Executive Director to Execute a Memorandum of Understanding Related to the 2025 Project Labor Agreement for FAA-Funded Covered Projects Between the Port of Seattle and Seattle/King County Building and Construction Trades Council and North Coast States Carpenters Union that Will Standardize Parking and Transportation Language Between all Trades and Craft Workers on all Project Labor Agreement Projects. **(memo and agreement enclosed)**

8k. Authorization for the Executive Director to Execute a Six-Year Interlocal Agreement with the City of SeaTac for Municipal Court and Prosecutorial Services Beginning in 2027 in the Requested Amount of $710,955.37. **(memo, agreement, and exhibit A enclosed)**

8l. Authorization for the Executive Director to Spend up to $17,000,000 in Remediation Funds in 2027 and to Approve a Five-Year Spending Plan for $265,000,000 for the Environmental Remediation Liability Program for 2027-2031. **(memo, map 1, map 2, and map 3 enclosed)**

8m. Authorization for the Executive Director to Approve the First Amendment to the Washington Maritime Blue Lease Adding an Additional Six Months to the Initial Term and Corresponding Rent Commencement and Early Termination Dates and Increasing the Tenant Improvement Allowance by a Not-to-Exceed Amount of $300,000 to Complete the Installation of the Solar Panels Required for the Living Building Challenge. **(memo, amendment, and presentation enclosed)**

9. UNFINISHED BUSINESS

10. NEW BUSINESS

10a. PUBLIC HEARING and Introduction of Resolution No. 3853: A Resolution Adopting the Final Budget of the Port of Seattle for the Year 2027; Making, Determining, and Deciding the Amount of Taxes to be Levied Upon the Current Assessment Roll; Providing Payment of Bond Redemptions and Interest, Cost of Future Capital Improvements and Acquisitions, and for Such General Purposes Allowed by Law which the Port Deems Necessary; and Directing the King County Council as to the Specific Sums to be Levied on All of the Assessed Properties of the Port of Seattle District in the Year 2027. **(memo, resolution, and presentation enclosed)**

10a.1 Introduction of Resolution No. 3854: A Resolution Specifying the Dollar and Percentage Change in the Regular Property Levy From the Previous Year Per RCW 84.55.120; Providing for an 8.2 Percent Increase of the Levy from $90,182,069 to $97,587,934. **(memo and resolution enclosed).**

10b. Introduction of Resolution No. 3858: A Resolution Amending the Policy Directive for Salaries and Benefits for Employees Not Covered by a Collective Bargaining Agreement Established by Resolution No. 3841 and Providing an Effective Date for All Amendments as of January 1, 2027. **(memo, resolution, attachment 1, attachment 2, attachment 3, attachment 4, and presentation enclosed)**

10c. Authorization for the Executive Director to Approve Funding to Execute a Post-Validation Amendment to Contract No. MC-0322060 for the Terminal 91/Pier 66 Cruise Shore Power Extension and Dock Rehabilitation to Advance the Design and Complete the Development and Negotiation of a Guaranteed Maximum Price for the Rehabilitation of Deck Panels and the Shore Power Extension on the West Berth at Pier 91 in the Requested Amount of $2,750,000, for a Total Current Project Authorization of $72,880,000. (CIP # C801983) **(memo and presentation enclosed)**

10d. Authorization for the Executive Director to Set 2027 Marine Stormwater Utility Rates with an 8 Percent Increase from 2026. **(memo and presentation enclosed)**

11. PRESENTATIONS AND STAFF REPORTS

12. QUESTIONS on REFERRAL to COMMITTEE and CLOSING COMMENTS

13. ADJOURNMENT

P.O. Box 1209
Seattle, Washington 98111
www.portseattle.org
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APPROVED MINUTES
COMMISSION REGULAR MEETING

October 27, 2026

The Port of Seattle Commission met in a special meeting Tuesday, October 27, 2026. The meeting was held at the Seattle-Tacoma International Airport Conference Center, International Room, located at 17801 International Blvd, Seattle, Washington, Mezzanine Level, and virtually on Microsoft Teams. All Commissioners were in attendance.

1. CALL to ORDER

The meeting was convened at 9:34 a.m. by Commission President Ryan Calkins.

2. EXECUTIVE SESSION pursuant to RCW 42.30.110

The public meeting recessed into executive session to discuss two items regarding Litigation/Potential Litigation/Legal Risk per RCW 42.30.110(1)(i) and RCW 42.30.110(1)(c) Sale or Lease of Real Estate; and separately RCW 42.30.110(1)(f), Complaints Against a Public Officer, for approximately 140 minutes, with the Executive Session ending at 11:55 a.m. Following the executive session, the public meeting reconvened at 12:01 p.m. Commission President Ryan Calkins led the flag salute.

3. APPROVAL of the AGENDA

The agenda was approved as amended, with Agenda Item 9a moved up on the agenda to be taken up immediately after Approval of the Agenda.

4. SPECIAL ORDERS OF THE DAY

There were no Special Orders of the Day presented.

9. UNFINISHED BUSINESS

9a. Authorization for the Executive Director or his Designee to Execute a Lease and Concession Agreement for a Non-Aeronautical Financial Institution (Credit Card) Lounge on A Concourse with AD Partnership, LLC, Operating a Chase Sapphire Lounge. *(Postponed from September 22, 2026)*

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

Presenter(s):
Wendy Reiter, Managing Member of Aviation
Jeff Wolf, Director AV Commercial Management

Clerk Hart read Item 9a into the record and Executive Director Metruck introduced the item.

The presentation addressed:

- the request to execute a lease and concession agreement for the non-aeronautical airport lounge on Concourse A;
- the SEA lounge approach and fundamentals;
- lounge types and access policies;
- current airport lounge inventory at SEA;
- an ACI-NA conducted sample survey data regarding the lounge landscape at US and Canadian airports;
- large hub airport lounge comparisons;
- lounges on Concourse A;
- lounge impact on airport, dining, and retail;
- overview of Chase Sapphire and its brand;
- JPMorgan Chase community impact, including its contribution across the Seattle region; and
- lease terms.

Discussion ensued regarding:

- the provision of additional information to the Commission from staff;
- ensuring concerns from stakeholders are heard; and
- lounges assisting to help demands at the airport.

The motion was made by Commissioner Hasegawa, to amend Agenda Item 9a to insert into the title of the memo the phrase, "and implementing a study that is repeated yearly for the next five years to understand the business competitiveness for vendors and tenants at SEA Airport," and to add a new paragraph to the body of the memorandum to read:

> **Request Commission authorization for the Executive Director to implement a study that is repeated yearly for the next five years to understand the business competitiveness for vendors and tenants at SEA Airport. The study should examine the market saturation and impact on competitiveness of airport dining and retail and airport lounges in support of equitable economic growth for our tenants and should examine passenger behavior and the customer journey through SEA and look at changing customer preferences, passenger dwell time, and other insights about our traveler behaviors and desires. Additionally, the aviation department should examine the overall cost to do business at the airport for tenants inclusive of the cost of construction, building standards, approval processes, sustainability requirements in alignment with Century Agenda goals and the airport tariffs; should develop a small business target framework for concessions as part of this research work, structured to be open to all eligible small businesses and consistent with applicable federal and state law; and will invest in signage and wayfinding strategies to prioritize visibility for airport dining and retail tenants.**

In support of this work, a baseline budget of $500,000 per year for the next five years shall be included in the aviation budget. This workplan should be referred to the Aviation Committee for further policy considerations and future budget requests with the first report delivered by the end of Q2 2027.

Commissioner Hasegawa requested that any changes in a capital plan, when the change is greater than the delegated authority, be briefed with Commissioners prior to coming forward in the public forum.

Discussion continued regarding:

- feedback received from tenants regarding potential impacts of lounges;
- changes in passenger behavior and in the economy;
- ensuring the Port has an intentional approach will all businesses of different sizes can be competitive and thrive;
- increased signage and wayfinding ability for airport, dining, and retail; and
- data surrounding airport, dining, and retail.

The primary amendment carried by the following vote:
In favor: Calkins, Cho, Felleman, Hasegawa, and Mohamed (5)
Opposed: (0)

The main motion as amended carried by the following vote:
In favor: Calkins, Cho, Felleman, Hasegawa, and Mohamed (5)
Opposed: (0)

Commissioner Cho spoke regarding his comments made on this item at the September 22, 2026, Commission meeting; to his aggressive line of questioning at that time; and spoke regarding his passion for the work and appreciation of the work staff does.

[Commissioner Cho exited the meeting at this time.]

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

Committee Strategic Advisor Erica Chung provided the report.

Aviation Committee

Commissioners Cho and Mohamed convened the Aviation Committee on October 20, 2026. The Committee received an overview of Capital Projects proposal and review process. The Committee then continued the Aviation Dining and Retail (ADR) program discussion from the October Committee meeting and questions raised during the September 22 Commission meeting.

7. PUBLIC COMMENT

- The following people spoke regarding quality healthcare for airport workers, noting their need for immediate healthcare access: Matt Baker; Kalkidan Mulatu; Evelyn Mueni; Brenda Amolo; Eunice How; Ernante St Louis; and Celso Angeles.
- The following person spoke regarding competitiveness of the whole ecosystem of concessionaires at SEA and asked the Port to develop a long-term plan for concessionaires: David Montanaro *(written comments also submitted)*, Small Business Airport Action Committee and Managing Partner of Pallion SeaTac LLC.
- The following person spoke regarding the impacts of Sustainable Airport Master Plan near-term projects on airport communities: Barbara McMichael.
- In lieu of spoken comments, written comment was submitted by Greg Mills supporting the proposed Chase Sapphire Lounge action for Agenda Item 9a.

[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 the Special Meeting Minutes of October 13, 2026.

8b. Approval of the Claims and Obligations for the Period of September 1, 2026, through September 30, 2026, Including Accounts Payable Check Nos. 965558 through 965997 in the Amount of $10,004,857.22; Accounts Payable ACH Nos. 088309 through 089204 in the Amount of $79,550,796.67; Accounts Payable Wire Transfers Nos. 069757 through 069776 in the Amount of $11,767,562.74; Payroll Check Nos. 230912 through 231004 in the Amount of $114,469.76; and Payroll ACH Nos. 1338968 through 1344141 in the Amount of $19,940,003.10, for Total Payments of $121,377,689.49.

Request document(s) included an agenda memorandum.

8c. Commission Approval of International Travel Requests for Known Travel in the Fourth Quarter of 2026.

Request document(s) included an agenda memorandum.

8d. Authorization for the Executive Director to Execute a New Collective Bargaining Agreement Between the Port of Seattle and the International Brotherhood of Electrical Workers Local 46, EL01 Electricians Assigned to the Port of Seattle Aviation Maintenance, Marine Maintenance and Port Construction Services Divisions, Covering the Period from June 1, 2026, Through May 31, 2029.

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

8e. Authorization for the Executive Director to Execute a New Memorandum of Understanding Between the Port of Seattle and the International Association of Fire Fighters Local 1257, Covering the Period from Ratification Through December 31, 2028, or When a Successor Agreement Has Been Reached, Whichever is First.

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

8f. Authorization for the Executive Director, or Designee, to Execute a Contract for Airline Technical Representative Services in an Amount Not-to-Exceed $5,500,000 for a Duration Up to Five Years at Seattle-Tacoma International Airport to Support Airlines that are Part of the Current Signatory Lease and Operating Agreement for 2025-2034.

Request document(s) included an agenda memorandum.

8g. Commission Approval of the Project Budget for the Construction of the Terminal 91 (T91) West Cruise Maintenance Dredge Project in the Requested Amount of $2,050,000, for a Total Project Authorization of $3,350,000, including $550,000 in Environmental Remediation Liability Funding.

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

8h. Authorization for the Executive Director to Competitively Procure and Award a Contract for Curbside Passenger and Baggage Handling Services for a Period of Five Years in the Amount Not-to-Exceed $6,000,000 Supporting Curbside Boarding and Alighting Operations for Airport Transit Operations Shuttle Buses to Transport Rental Car Customers Between SEA and the Rental Car Facility.

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

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

In favor: Calkins, Felleman, Hasegawa, and Mohamed (4)
Opposed: (0)

9. UNFINISHED BUSINESS

9b. Authorization for the Executive Director to Execute a Contract for Security Services to Support Employee Parking Operations at the North Employee Parking Lot and Three New Leased Parking Lots Known as Lots A, C, and M for a Total Estimated Cost of $6,200,000.00 Over Five Years, and Request for $700,000 to Fund and Maintain Existing Security Coverage for the Duration of the Request for Proposal Process and Through the Contract's Final Extension (October 2027), for a Total Authorization Requested of $6,900,000. (Postponed from October 13, 2026)

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

Presenter(s):
Peter Lindsay, Assistant Director of Airport Operations, Landside Operations
Sariah Adviento, Airport Operations Development Manager, Landside Operations

Clerk Hart read Item 9b into the record and Executive Director Metruck introduced the item.

Discussion ensued regarding the procedure of postponing Agenda Item 9b indefinitely to allow further discussions to take place on the larger question of a new agreement for parking security services. Later consideration of Agenda Item 10a would extend the current agreement until next steps are known regarding a new agreement.

Commissioner Mohamed advised that she has met with labor union members who have elevated concerns around the contract, as well as with staff, and that staff are currently working to address the questions that have been raised.

The motion, made by Commissioner Mohamed, to postpone Agenda Item 9b indefinitely, carried by the following vote:
In favor: Calkins, Felleman, Hasegawa, and Mohamed (4)
Opposed: (0)

10. NEW BUSINESS

10a. Authorization for the Executive Director to Execute an Amendment for the North Employee Parking Lot Attendant Service Contract, with Kingdom Security, Inc., in the Amount Not-to-Exceed $900,000, for a New Contract Value of $2,850,000.

Request document(s) included an agenda memorandum.

Presenter(s):
Peter Lindsay, Assistant Director of Airport Operations, Landside Operations

Clerk Hart read Item 10a into the record and Executive Director Metruck introduced the item.

Assistant Director of Airport Operations, Landside Operations, Peter Lindsay, spoke regarding extension of the existing agreement to the end of the agreement terms available while additional discussions continue related to seeking a new agreement.

Commissioner Hasegawa spoke regarding looking at all contracts at the Port and developing a philosophy on how they are being evaluated.

The motion, made by Commissioner Hasegawa, carried by the following vote:
In favor: Calkins, Felleman, Hasegawa, and Mohamed (4)
Opposed: (0)

10b. Adoption of Resolution No. 3857: A Resolution Appointing Eloise Olivar, Assistant Director – Disbursement Administration, Accounting and Financial Reporting Department, as Port Auditor for the Port of Seattle pursuant to RCW 53.36.010 and RCW 42.24.080 ***(Consolidation of resolution readings is requested to allow adoption on the same day as introduction.)*****.**

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

Presenter(s):
Chris Wimsatt, Chief Financial Officer

Clerk Hart read Item 10b into the record and Chris Wimsatt, Chief Financial Advisor, reported on the resolution and the statutory requirement that a Port Auditor be appointed by the Commission. He further spoke regarding the role and duties of the Port Auditor.

Members of the Commission thanked Assistant Director of Disbursements Administration, Eloise Olivar, for accepting the appointment.

The motion, made by Commissioner Mohamed, to adopt Resolution No. 3857, carried by the following vote:
In favor: Calkins, Felleman, Hasegawa, and Mohamed (4)
Opposed: (0)

11. PRESENTATIONS AND STAFF REPORTS

11a. Tax Levy and Draft Plan of Finance for 2027-2031 Briefing.

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

Presenter(s):
Chris Wimsatt, Chief Financial Officer
Scott Bertram, Corporate Finance Manager

Clerk Hart read Item 11a into the record and Executive Director Metruck introduced the item.

The presentation addressed:
- the 2027 budget process;
- managing the levy using a balanced approach;
- background and history of the levy;
- how the levy is used;
- needs outpacing the current approach;

- recalculating levy percentages to increase cash, not debt;
- holding the levy at this level and shaping the capital plan to accommodate;
- the $8 per year tax increase to homeowners whose median assessed home value is $850,000;
- strengthening the Port's credit strength;
- sources and uses of tax levy and related funding 2027 – 2031;
- managing the levy using a balanced approach;
- the Draft Plan of Finance – the Port's funding plan for its five-year Capital Improvement Program (CIP);
- funding resiliency;
- Seaport capital spending and funding 2027 - 2031;
- Airport capital spending and funding 2027 - 2031;
- the portwide revenue bond debt service coverage forecast;
- 2026 Finance accomplishments;
- 2027 Finance initiatives;
- increasing financial capacity for the Port of the Future; and
- next steps in the 2027 budget process.

Discussion ensued regarding:

- different scenarios previously presented around the levy;
- impacts to fixed income households;
- additional information related to the levy contributions by contributor type – residential, commercial, industrial, business, property owner, etc;
- community programs/investments and how levy funds are being utilized;
- equitable investment of levy funds;
- taking a fiscally conservative approach to use of levy funds at an appropriate level;
- legacy environmental clean-up liability and use of levy funds to move clean-up efforts forward;
- a breakdown of all the items funded by the tax levy and how the Port shares that information with the public;
- senior citizen levy exemption opportunities;
- climbing interest rates; and
- balancing priorities.

12. QUESTIONS on REFERRAL to COMMITTEE and CLOSING COMMENTS

Commissioner Hasegawa reiterated the studies approved under Agenda Item 9a should be referred to the Aviation Committee.

Commissioner Felleman spoke regarding dredging and knowing the total cost of running the cruise business.

Executive Director Metruck spoke regarding the increased price of energy.

Commissioner Mohamed urged the Commission to consider creating correspondence to airline partners and tenants about immigration, stating the Port's position on this issue.

Commissioners Calkins and Felleman spoke regarding upcoming business travel for Commissioners, continuing to ensure the Port is in both the national and international conversation.

Commissioner Mohamed spoke regarding being more transparent about travel and having a formalized travel policy in place.

13. ADJOURNMENT

The meeting adjourned at 2:19 p.m.

Prepared: Attest:

Michelle M. Hart, Commission Clerk Sam Cho, Commission Secretary

Minutes approved: November 17, 2026

COMMISSION
AGENDA MEMORANDUM **Item No.** 8b

ACTION ITEM **Date of Meeting** November 17, 2026

DATE: November 9, 2026

TO: Steve Metruck, Executive Director

FROM: Eloise Olivar, Assistant Director of Disbursements

SUBJECT: **Claim and Obligations – October 2026**

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 October 01 through 31, 2026 as follows:

Payment Type	Payment Reference Start Number	Payment Reference End Number	Amount
Accounts Payable Checks	965998	966558	$9,487,599.77
Accounts Payable ACH	089205	090216	$98,088,878.69
Accounts Payable EFT	069777	069797	$24,028,602.40
Payroll Checks	231005	231114	$90,824.26
Payroll ACH	1344142	1349245	$19,386,472.56
Total Payments			**$151,082,377.68**

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.

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.

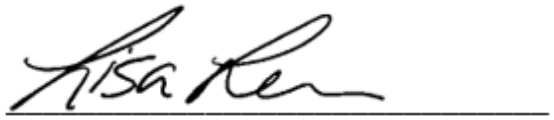
For the month of October 2026, over $131,605,080.86 in payments were made to nearly 812 vendors, comprised of 2,949 invoices and over 9,646 accounting expense transactions. About 93 percent of the accounts payable payments made in the month fall into the Construction, Employee Benefits, Contracted Services, Leasehold Taxes, Payroll Taxes, Janitorial Services, Utility Expenses, Environmental Remediation, Sales Taxes and Insurance. Net payroll expense for the month of October was $19,477,296.82.

Top 10 Payment Category Summary:

Category	Payment Amount
Construction	68,725,136.18
Employee Benefits	14,059,821.07
Contracted Services	9,628,873.18
Leasehold Taxes	9,539,498.86
Payroll Taxes	7,663,329.29
Janitorial Services	3,048,229.05
Utility Expenses	2,832,353.33
Environmental Remediation	2,470,286.41
Sales Taxes	2,379,607.36
Insurance	2,255,961.62
Other Categories Total:	9,001,984.51
Net Payroll	19,477,296.82
Total Payments	**$151,082,377.68**

Meeting Date: November 17, 2026

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 November 17, 2026, it is hereby moved that, pursuant to RCW 42.24.180, the Port Commission approves the Port Auditor's payment of the above salaries and claims of the Port:

_____

_____

_____

_____

_____

Port Commission

COMMISSION
AGENDA MEMORANDUM **Item No.** 8c

FOR INFORMATION ONLY **Date of Meeting** November 17, 2026

DATE: October 30, 2026

TO: Stephen P. Metruck, Executive Director

FROM: Karen R. Goon, Deputy Executive Director

SUBJECT: Monthly Notification of Prior Executive Director Delegation Actions October 2026

APPROVAL SUMMARY

Notification of the following Executive Director delegated approvals that occurred in October 2026.

Category of Approval	Request#	Description of Approvals October 2026	Category Amount
Projects & Associated Contracts	3038-2026	T30 Maintenance Dredging Environmental Remediation Liability Request	$1,000,000.00
Projects & Associated Contracts	3167-2026	HCM Upgrade 2027	$525,000.00
Projects & Associated Contracts	3169-2026	Central Mechanical Plant Boiler #4 Refractory & Watertubes Renewal & Replacement	$650,000.00
Projects & Associated Contracts	3198-2026	Port Website Accessibility Updates	$660,000.00
Projects & Associated Contracts	3181-2026	T91 Eliott Bay Trail Drainage Improvements	$410,000.00
Projects & Associated Contracts	3205-2026	Renewal & Replacement Airport Parking Garage Uninterruptable Power Supply	$1,076,000.00
Non-Project Procurement of Goods & Purchased Service Contracts, Other Contracts, & Tenant Reimbursement	3046-2026	Worldwide Technology - Checkpoint Managed Detection and Response Software Renewal	$305,504.93
Non-Project Procurement of Goods & Purchased Service Contracts, Other Contracts, & Tenant Reimbursement	3160-2026	Aviation Maintenance, STS Train Original Equipment Manufactured Parts Contract	$1,500,000.00
Non-Project Procurement of Goods & Purchased Service	3186-2026	Illumio Segmentation Contract Authorization for AVM and ICT	$1,000,000.00

Contracts, Other Contracts, & Tenant Reimbursement			
Non-Project Procurement of Goods & Purchased Service Contracts, Other Contracts, & Tenant Reimbursement	3190-2026	Memorandum of Agreement with City of Seattle, OSE, Duwamish Valley Program, for use of Duwamish River Community Hub (one year pilot program)	$0.00
Non-Project Procurement of Goods & Purchased Service Contracts, Other Contracts, & Tenant Reimbursement	3179-2026	AVM Consumable Vendor Managed Inventory Contract Amendment C-00322358	$1,200,000.00
Non-Project Procurement of Goods & Purchased Service Contracts, Other Contracts, & Tenant Reimbursement	3233-2026	Checkpoint External Risk Management Contract Authorization 2026	$500,000.00
Non-Project Procurement of Goods & Purchased Service Contracts, Other Contracts, & Tenant Reimbursement	3222-2026	MOA and Amendment with South Seattle College Maritime Shipyard Welding Certificate Program	$615,000.00
Non-Project Procurement of Goods & Purchased Service Contracts, Other Contracts, & Tenant Reimbursement	3207-2026	Facilitation & Project Management Services IDIQ	$550,000.00
Non-Project Procurement of Goods & Purchased Service Contracts, Other Contracts, & Tenant Reimbursement	3229-2026	Smartnet Contract Authorization 2026	$1,800,000.00
Non-Project Procurement of Goods & Purchased Service Contracts, Other Contracts, & Tenant Reimbursement	3231-2026	Veeam Data On Premise Backup Contract Authorization 2026	$500,000.00
Real Property Agreement		No Approvals in October	
Utilization of Port Crews		No Approvals in October	
Sale of Surplus Port Property		No Approvals in October	
Total Value of Executive Director Approvals			$12,299,504.93

TRANSPARENCY:

In approving the delegations for the Executive Director, the Commission requested that staff ensure transparency as it is paramount moving forward. 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 similar to this one. This approval is both timed and designed to be visible in a similar manner to the

monthly Claims and Obligations reporting. Second, staff will publish these delegations to the web by publishing them 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, and the approvals made by the Executive Director for the month of April are identified in the table above. 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. Many 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** November 17, 2026

DATE: October 15, 2026

TO: Stephen P. Metruck, Executive Director

FROM: Michael Miskell, Labor Relations Manager
Milton Ellis, Assistant Director of Labor Relations

SUBJECT: New collective bargaining agreement between the Port of Seattle and the International Brotherhood of Electrical Workers Local 46 (IBEW Local 46), representing Electronic Technicians (ELT).

Total Port Cost Increase for the Duration of the Agreement: $4,162,697

ACTION REQUESTED

Request Commission authorization for the Executive Director to execute a new collective bargaining agreement (CBA) between the Port of Seattle and the International Brotherhood of Electrical Workers Local 46, Electronic Technicians (ELT) assigned to the Port of Seattle Aviation Maintenance, Marine Maintenance and Port Construction Services divisions, covering the period from June 1, 2026, through May 31, 2029.

EXECUTIVE SUMMARY

Good faith bargaining between the International Brotherhood of Electrical Workers Local 46 (IBEW Local 46) representing Electronic Technicians (ELT), and the Port of Seattle resulted in a fair collective bargaining agreement consistent with the Port's priorities.

There are currently about sixty (60) Electronic Technicians (ELT) at the Port of Seattle. One group of about twenty (20) Electronic Technicians services the airport's Satellite Transit System, and the other group of about forty (40) Electronic Technicians services a variety of electronic systems and underlying infrastructure.

This agreement is for three years, covering the period from June 1, 2026, through May 31, 2029. The estimated total additional cost for wages and benefit increases is $4,162,697. The estimated additional cost per year of the contract is: year one, $813,450; and year two, $1,452,860; and year three $1,896,387.

Other changes include defining our Supervisor position, clarification on phone and computer consultation overtime, updates to the bereavement leave language, creating a path for probationary employees that successfully complete their probationary training prior to the end

of the probationary training period, to work alone and be paid at the full ET/ACS rate of pay, with management approval, and grievance timeline language updates.

JUSTIFICATION

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

DETAILS

Term of the Agreement

Retroactive to June 1, 2026, through May 31, 2029

FINANCIAL IMPLICATIONS

Wages

Classification	Current Base Rate	Effective 6/1/26 Base Rate	Effective 6/1/27 Base Rate	Effective 6/1/28 Base Rate
Probationary Electronic Technician	$64.67	$67.26	$69.95	$72.75
Automated Control Specialist/Electronic Technician	$71.86	$74.73	$77.72	$80.83
ACS/ET Supervisor	$79.05	$82.21	$85.50	$88.92
General Supervisor	$86.23	$89.68	$93.27	$97.00

A four percent (4%) increase each year of the collective bargaining agreement.

Pension/Retirement

The current Port contribution to the Puget Sound Electrical Workers Pension Trust on behalf of each employee is $8.13 for each hour compensated. This new agreement will increase the Port's contribution for each hour compensated to $8.24 in year 1 of the agreement, $8.36 in year 2 of the agreement, and $8.49 in year 3 of the agreement.

Port contribution to the Pacific Coast Pension Plan remains at fifty cents ($.50) base rate for all hours compensated for each employee.
Port contribution to the Puget Sound Electrical Workers Annuity/401K remains at four and one-half percent (4.5%) of gross monthly wages for each employee.

Healthcare

The current Port contribution to the Puget Sound Electrical Workers Healthcare Trust Fund for each employee constitutes a lump sum amount of $1,400 per month. Port contribution to the Fund will increase to $1,745 on June 1, 2026, $1,800 on June 1, 2027, and $1,850 on June 1, 2028.

Other Changes

- Further defining our Supervisor position.
- Clarification on phone and computer consultation overtime.
- Updated the bereavement leave language.
- Created a path for probationary employees that successfully complete their probationary training prior to the end of the probationary training period, to work alone and be paid at the full ET/ACS rate of pay, with management approval.
- Updated grievance timeline language.

Cost Impact $	**Year 1**	**Year 2**	**Year 3**
Pay	$478,888	$996,817	$1,342,194
Benefits	$334,563	$456,043	$554,193
Total New Money	$813,450	$1,452,860	$1,896,387
Total Cumulative Cost	$813,450	$2,266,311	$4,162,697

The estimated total cumulative cost to the Port of Seattle for the duration of the contract is $4,162,697.

ATTACHMENTS TO THIS REQUEST

(1) Collective Bargaining Agreement

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

None

COLLECTIVE BARGAINING AGREEMENT

BY

AND

BETWEEN

THE PORT OF SEATTLE

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 46

REPRESENTING ELECTRONIC TECHNICIANS

June 1, 2026 - May 31, 2029

COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE PORT OF SEATTLE AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 46
REPRESENTING ELECTRONIC TECHNICIANS

TABLE OF CONTENTS

ARTICLE		PAGE
1	Purpose …….....	3
2	Non-Discrimination ……..	4
3	Union Recognition and Membership ……..	4
4	Management Rights ……..	5
5	Classifications and Rates of Pay ……..	5
6	Hours of Work ……..	8
7	Vacation ……..	10
8	Holidays ……	11
9	Benefits ……..……	12
10	Job Related Course Work and/or Training ……..	16
11	Travel …….....	16
12	Training ……..	16
13	Grievance Procedure ……..	17
14	Strikes and Lockouts ……..	18
15	Seniority ……..	18
16	Miscellaneous ……..	19
17	Savings Clause …….	21
18	Effective Date and Duration ……..	21

This AVM Electronic Systems Group Agreement is entered into between the Port of Seattle, a municipal corporation of the State of Washington, hereinafter referred to as the "Port," and Local Union 46 of the International Brotherhood of Electrical Workers, hereinafter referred to as the "Union."

The jurisdiction of this agreement shall include installation, operation, renovation, alteration, inspection, repair, software configuration, implementation and oversight of information security systems for systems included, maintenance, and service of the following operational technology (OT) systems and their underlying infrastructure: Combined Command & Communication Center (C4), Automated People Mover Systems (APM) to include the current APM Satellite Transit System (STS) and their supporting systems and equipment, Baggage Handling System, Airport Ticketing and Gate Systems, Radio Communication Systems, Security Systems, Electronic Signage Systems, Parking and Revenue Control Systems, Closed Circuit TV and Video Management Systems, Facility & Power Monitoring (SCADA), Atmosphere & Surface Monitoring, Terminal Wide Voice Paging System (TWVPS) & Messaging, Intercoms & Emergency Phone Systems, Time Display, Ramp Tower Digital Voice Communication System, POS Badge Printers, Airfield FOD Sensor System, Advanced Visual Docking System, Airport Audio Recording System, Incident Command Vehicles, Floor Count System, Automated Passport Control, Biometric Exit System, Perimeter Intrusion Detection System (PIDS), Surface Area Management System, Parking Guidance and Inventory, and other miscellaneous systems at Sea-Tac International Airport.

Operational technology (OT) is the hardware and software that monitors and controls devices, processes, and infrastructure. Systems that process operational data (including electronic, telecommunications, computer systems and technical components) are included under the term operational technology.

At the discretion of management, employees covered by this agreement may be assigned to perform these work functions at locations outside the airport. In the event that an AVM Electronic System extends beyond the airport, a Business Partnership meeting will be convened to discuss how the Electronic Technicians will maintain and administer that system.

When an interface is required between a system under the jurisdiction of this contract and any other system, the Port and the Union shall meet and confer to discuss technical issues affecting the interface.

In view of the foregoing, it is hereby agreed between the Port and the Union that the following shall apply:

ARTICLE 1: PURPOSE

The purpose of this Agreement is to promote the continued improvement of the relationship between the Port and its employees through their Union. The articles of this Agreement set forth the wages, hours, and working conditions for the bargaining unit employees.

ARTICLE 2: NON-DISCRIMINATION

The Port and the Union will not tolerate discrimination against any person on the grounds of age, race, color, national origin/ancestry, ethnicity, religion, disability, Family Medical Leave Act (FMLA) use, pregnancy, sex/gender, sexual orientation, whistleblower status, military affiliation, marital status, worker's compensation use, transgender status, political beliefs, or any other protected status as guaranteed by local, state, and federal laws.

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 3: UNION RECOGNITION AND MEMBERSHIP

3.1 **Recognition** – The Port recognizes the Union as the exclusive bargaining representative of all Employees whose job classifications are in the work units listed in this agreement.

3.2 **Membership Rights** – All Employees working in the bargaining unit shall have the right to become a Union member upon hire. When possible, the Port will strive to refer questions from Employees about Union membership directly to the Union.

3.3 **Notice** – The Port shall advise the Union of the names and addresses of new Port Employees covered by this Agreement within seven (7) calendar days following the date of employment.

3.4 **Automatic Payroll Deduction** - Upon receipt of written authorization individually signed by the Employee, the Port will deduct from the pay of such Employee the amount of dues and initiation fees as certified by the Union. The Port shall transmit such fees to the Union once each month on behalf of the members involved.

3.5 **Dues Deduction Cancellation –** An Employee may cancel their payroll deduction of dues and fees by written notice to the Union and to the Employer. 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.

3.6 **Indemnification -** The Union will indemnify and hold the Port harmless against any claims made and against any suit instituted against the Port on account of any check-off of dues and initiation fees for the Union. The Union agrees to refund to the Port any amounts paid to it in error upon presentation of proper evidence thereof.

3.7 **Hiring Procedure** – The Port of Seattle is a public employer subject to the requirements of Chapter 53.18 RCW and Chapter 41.56 RCW regarding employment relations, collective bargaining, and ability to hire personnel. In accordance with Chapter 53.18.060 the parties agree that this labor agreement does not restrict the right of the Port of Seattle in its discretion to secure its regular or steady employees from the local community,

according to the Port's internal hiring procedures. All new employees hired in this manner are subject to the terms and conditions of this Agreement.

ARTICLE 4: MANAGEMENT RIGHTS

4.1 **General -** 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, subject to the terms and conditions of this Agreement.

4.2 **Rights Enumerated** - Unless modified by this Agreement, the Port shall have the right to determine staffing levels and work locations; determine any given employee's job classification consistent with this Agreement; recruit, examine, hire, appoint, promote, demote, train, transfer, assign, layoff, and discipline and discharge seniority employees for just cause; direct and assign the work; develop and modify classification specifications consistent with this Agreement; allocate positions to those classifications; allocate employees to those positions; determine work shifts and work schedules; schedule and assign overtime work; establish the methods, means and processes and personnel by which work is performed; establish rules; secure its regular and temporary employees from the local community, specify certain employees as regular employees, subcontract work as allowed by this agreement, allow tenants and leaseholders doing business with the Port to do the work covered by this agreement on their leased premises only, and the right to take whatever actions are necessary in emergencies in order to assure the proper functioning of the work unit.

Due to the unique nature of the operations of the Port of Seattle, the demands for skilled electronic technicians are highly variable in specific skills and equipment, numbers of crew and required response time. The parties have negotiated in good faith on the subject of subcontracting, with the interest of the IBEW being maintaining job security and the interest of the Port of Seattle being the ability to adapt to the ever-changing maintenance requirements of the complex systems maintained by the Port of Seattle as well as public statutes and policies regarding purchasing of goods and services as a public entity. To this end the parties have recognized the difficulty of adopting specific language limiting the right of the Port of Seattle to subcontract, if the need arises, work traditionally performed by employees covered by this agreement. No employee working under this agreement shall be laid off, transferred, or suffer loss of regular work hours due to subcontracting or transferring of the work performed under this Agreement.

ARTICLE 5: CLASSIFICATIONS AND RATES OF PAY

5.1 Definitions

5.1.1 **Regular Employee** – A regular employee is an employee employed by the Port of Seattle who has worked in the bargaining unit at least eight (8) continuous months.

Once an employee attains regular employee status, seniority shall be retroactive to their date of hire in the bargaining unit.

5.1.2 **Probationary Employee** – A Probationary Employee is an at-will employee and may be terminated without cause or recourse to the grievance procedure. Probationary employees must work an equivalent to eight (8) months of continuous full-time work. The Probationary Employee will be recognized as having attained Seniority status upon the successful completion of their probationary period.

The probationary period may be extended by management, in consultation with the Union, based on the documented performance review completed by the supervisor, not to exceed a total of twelve (12) months worked.

The Port will notify the Shop Steward and the Union within one (1) week when it hires any Probationary Employees in the bargaining unit. Probationary Employees shall report directly to the Supervisors. Work will include, but is not limited to technical support to Electronic Systems and STS.

5.1.3 **Automated Control Specialist / Electronic Technician (ACS / ET) Supervisor** – Whenever an employee has the responsibility of the supervision of employees or the coordination of subcontractors on a project or routine work assignment, they will be paid at least the supervisor scale. An ACS / ET Supervisor, as compared to a Journey Level Employee, has some distinct responsibilities to adhere to and enforce established Port policies and procedures, management directives, and keeping positive relations with all others. The ACS / ET Supervisor may be further identified as ACS / ET Shift Supervisor or ACS / ET System Supervisor.

An ACS / ET Shift Supervisor shall perform duties with regards to:

(a) Employees: supervision, assignments, track and report on performance, safety and compliance.
(b) Tools and Equipment: manage, track, secure, and report use of resources.
(c) And other duties as assigned by management.

An ACS / ET Systems Supervisor's duties shall include but are not limited to:

(a) Direct and coordinate work of employees and subcontractors who are performing system work (resolve bugs, infrastructure changes and architectural fixes).
(b) Provide detailed technical documentation for resolution.
(c) Other duties as assigned by management.

5.1.4 **General Supervisor** – Whenever an employee has the responsibility of supervision of multiple crews and/or multiple shifts, where other System Supervisors have been assigned to manage crews, they will be paid at least the General Supervisor's scale.

A General Supervisor has the responsibility of supervision/coordination of multiple ACS / ET Supervisors and/or multiple shifts.

Employees shall be covered under the classifications and wage rate formulas that follows:

5.2 Wage Rates

Effective June 1, 2023, the straight-time hourly basic wage rates for electronic systems classifications shall be established as follows:

Automated Control Specialist/Electronic Technician

Effective January 1, 2026, the base wage of the Automated Control Specialist/Electronic Technician shall be $71.86 per hour.

Effective June 1, 2026, the base wage of the Automated Control Specialist/Electronic Technician shall be increased by four percent (4%) ($74.73).

Effective June 1, 2027, the base wage of the Automated Control Specialist/Electronic Technician shall be increased by four percent (4%) ($77.72).

Effective June 1, 2028, the base wage of the Automated Control Specialist/Electronic Technician shall be increased by four percent (4%) ($80.83).

General Supervisor – 20% above the Automated Control Specialist/Electronic Technician.

ACS / ET Supervisor – 10% above the Automated Control Specialist/Electronic Technician.

Probationary Electronic Technician – 10% below the Automated Control Specialist/Electronic Technician (Applies during probationary period only).

5.3 Supervisor Minimum Staffing

The assignment of Supervisors shall be at the discretion of Management. Assignment of an employee to the classification of General Supervisor, though not required, may be implemented at the discretion of Management. Both the ET shop and the STS shop shall each have one (1) Supervisor assigned to the day shift, one (1) to the swing shift, and one (1) to the graveyard shift (for a minimum of six (6) Supervisors).

5.4 Capital Project Work

If an Automated Control Specialist / Electronic Technician is asked to perform work that is funded by a Capital Work Order and is approved by AVM management, a 10% premium will be paid. This would include capital project installation work or capital project plan reviews with comments that would directly affect specs. Regular job duties are not eligible

for the premium (e.g., routine maintenance work, routine escorting, or required safety support, etc.).

The parties agree to discuss the impacts of the additional capital project workload and project support workload on General Supervisors, Supervisors, and System Supervisors.

5.5 Shift Differentials

The hourly pay differential for second (2^{nd}) shift shall be ten percent (10%) above the straight-time day rate of the employee's classification. The hourly pay differential for third (3^{rd}) shift shall be fifteen percent (15%) above the straight-time day rate of the employee's classification.

5.6 Overtime

All overtime shall be paid at the rate of double time (2x). Double time (2x) is never more than two times (2x) the straight-time day rate and does not include shift differentials.

5.7 Bi-weekly Pay

Payroll checks will be distributed on a bi-weekly basis.

5.8 Call In

Any person called in to work on a day off or called in to work before or after the conclusion of their shift shall be paid a minimum of four (4) hours pay at the overtime rate regardless of the length of the call, unless the call lasts more than four (4) hours. This pay shall be in addition to any pay paid for the person's regular shift. The employee accepting the callout may be required to work the full four (4) hours if necessary due to the emergency work, or take other emergency calls during this four (4) hour period prior to leaving Port property. This does not apply to the extension of shifts before or after the scheduled shift.

5.9 Phone and Computer Consultation Overtime – When employees are called or contacted outside of their regular shift to seek technical advice or support, or when shift supervisors are called or contacted outside of the regular shift to fill shift vacancies, the employee giving the advice or filling shift vacancies shall, with management approval, be compensated at the overtime time rate in quarter (.25) hour intervals for phone, text, or computer consultations with the exception of work that is deemed by management to be de minimis. Multiple calls or computer messages within the same fifteen (15) minute interval shall not be compensated as separate consultation events. Consultation overtime is approved using the same overtime approval process as used for other overtime assignments. Phone or computer consultations to employees outside their regular shift in regards to scheduling or other non-technical support shall not result in any compensation.

ARTICLE 6: HOURS OF WORK

6.1 **(a)** **Normal Workweek** – The normal workweek shall be defined as five (5) consecutive eight (8) hour days (5x8) or four (4) consecutive ten (10) hour days (4x10) within a standard week of Sunday through Saturday, exclusive of a thirty (30) minute unpaid meal period.

An employee may volunteer to schedule their workweek as non-consecutive days.
The maximum number of Saturdays and/or Sundays which an employee can be required to work at the straight-time rate of pay shall be limited to a ratio of 1 in 3. Saturdays and/or Sundays worked in excess of this ratio will be paid at the overtime rate of pay. This ratio may be calculated over a several week period to account for the rotating of weekend duty. To calculate the ratio the number of Saturdays and Sundays worked over a period of time is divided by the total number of Saturdays and Sundays that occurred during that same period of time. If an employee takes paid time off for a Saturday or Sunday they were scheduled to work, those days shall be counted for the purpose of calculating the 1 in 3 ratio. PTO may include vacation, holiday, sick leave and bereavement leave. A Saturday or Sunday worked at the overtime rate of pay shall not be counted when calculating the ratio.

An employee may volunteer to work more Saturdays and Sundays than the 1 in 3 ratio at the straight-time rate of pay.

The employees of each individual shift shall establish and coordinate their schedules with their respective shift supervisor such that the aggregate coverage meets the required staffing defined by management.

(b) **Optional Workweek** – The normal workweek may be changed for crews or portions of crews by mutual consent of the Union and the Port.

(c) **Meal Periods** – Employees will be paid for meal periods when required by State law.

6.2 **Shift Definitions**

(a) **First Shift** – An employee assigned to work on a shift beginning between the hours of 5:00 A.M. and 9:00 A.M. will be considered to be on first (1^{st}) shift.

(b) **Second Shift** – An employee assigned to work on a shift beginning between the hours of 1:00 P.M. and 5:00 P.M. will be considered to be on second (2^{nd}) shift. The pay rate for an employee assigned to second (2^{nd}) shift will be their base hourly pay rate of pay plus ten (10%) percent. An employee who is regularly assigned to the second (2^{nd}) shift will have all compensable time paid at the higher rate of pay.

(c) Third Shift – An employee assigned to work on a shift beginning between the hours of 9:00 P.M. and 1:00 A.M. will be considered to be on third (3rd) shift. The pay rate for an employee assigned to the third (3rd) shift will be their base hourly rate of pay plus fifteen (15%) percent. An employee who is regularly assigned to the third (3rd) shift will have all compensable time paid at the higher rate of pay.

6.3 Changes to Shift or Workweek – Changes to work schedules, including shifts, days of the week, or hours, will require one (1) week notice to affected employees. If the employer does not meet the notification requirements, the employee will be paid at the overtime rate of pay until the notification requirement is met. No employee will have their work schedule (shift, days of week, or hours) altered for the purpose of avoiding overtime or without the required notice.

ARTICLE 7: PAID TIME OFF (PTO) (Effective June 1, 2024)

7.1 Rates of Accrual: Paid time off for regular employees is earned as follows:

From Date of Hire Through 59th Month: Based on the first day of employment, from the first full month to and including the fifty-ninth (59th) full month of continuous employment, regular employees shall accrue paid time off at the rate of .07538 per compensated straight time hour (.07538 x 2080 annual hours = 156.79 hours per year).

From the 60th Month Through 119th Month: From the sixtieth (60th) full month to and including the one hundred nineteenth (119th) full month of continuous employment, regular employees shall accrue paid time off at the rate of .09462 per compensated straight time hour (.09462 x 2080 annual hours = 196.81 hours per year).

From the 120th Month Through 179th Month: From the one hundred twentieth (120th) full month to and including the one hundred seventy-ninth (179th) full month of continuous employment, regular employees shall accrue paid time off at the rate of .10423 per compensated straight time hour (.10423 x 2080 annual hours = 216.80 hours per year).

After 180th Month: After completion of fifteen (15) years of continuous employment starting with the one hundred eightieth (180th) month, regular employees shall accrue paid time off at the rate of .11385 per compensated straight time hour (.11385 x 2080 annual hours = 236.81 hours per year).

7.2 Limits on Accumulating Paid Time Off: Paid time off accumulation shall be limited to four hundred and eighty (480) hours. Departmental management shall be responsible for encouraging and allowing proper scheduling for employees taking annual leave in order to avoid any forfeiture of paid time off.

7.3 Paid Time Off for Shift Workers: Regular employees normally working shift will be paid at the rate of the shift rate to which the employee is assigned, provided the employee works more than fifty percent (50%) of their hours on such shift.

7.4 **Scheduling of Paid Time Off:** Paid time off assignments will be made at the Port's discretion, following six (6) months of continuous service. A reasonable method for giving due consideration to the employee's requests will be developed by management for paid time off schedules.

7.5 **Layoff:** Employees who are laid off or without work through no fault on the part of the employee will not suffer a break in length of service for paid time off purposes provided they are rehired within six (6) months of the date of the layoff. However, no paid time off will accrue during that period of time.

7.6 **One-Time Accrual:** On a non-precedential basis, each employee who had more than 18 years of employment with the Port on June 1, 2024, will receive a one-time accrual of 32 hours of PTO upon implementation of this Agreement as long as they remain employed.

Effective January 1, 2019, employees will be subject to the Port of Seattle's PTO Cash Out Policy.

7.7 **Pay on Termination -** Upon termination, employees shall be paid for unused PTO accruals. An employee with less than a full year's service shall receive, on a pro rata basis, the proportionate part of their PTO then earned.

ARTICLE 8: HOLIDAYS

8.1 **Designated Holidays -** The following thirteen (13) days or days in lieu thereof shall be observed and recognized as paid holidays for regular employees:

HOLIDAY	***DAY OBSERVED***
New Year's Day	*January 1*
Memorial Day	*Last Monday in May*
Juneteenth	*June 19 (Effective 2025)*
Independence Day	*July 4*
Labor Day	*First Monday in September*
Veteran's Day	*November 11*
Thanksgiving Day	*Fourth Thursday in November*
Day after Thanksgiving	*Fourth or Fifth Friday in November*
Christmas Eve	*December 24*
Christmas Day	*December 25*

Three Personal Holidays	*Employee designated (June 1 through May 31st each year)**

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

*Personal holidays not used shall not be carried over.

8.2 **Other Holiday Observance Considerations -** Whenever any of the above holidays fall on a regular employee's normal day off, either the last scheduled workday of the employee's previous workweek or the first scheduled workday of the following week shall be observed as the holiday and paid for accordingly. In such an instance the Port shall decide whether the last preceding workday or the first workday of the following week is to be observed.

8.3 **Holiday Pay Rate and Qualifications -** Each regular employee shall receive eight (8) hours or ten (10) hours (if working a 4-day ten hour (4x10) workday) holiday pay at their hourly shift rate of pay for the holidays designated in 8.1. above, provided:

8.3.1 That the regular employee worked the regularly scheduled workday prior to, and the first (1st) scheduled workday following the holiday. Exceptions will be made in cases where absences have been approved by management.

8.3.2 Employees who are absent due to an industrial injury and who receive Washington State Workers' Compensation for the date of the holiday shall be compensated with supplemental holiday pay, provided the total daily or weekly amount of benefits received does not exceed their daily or weekly base wage rate.

8.4 **Holidays and PTO -** If a holiday falls within the PTO period of a regular employee, the employee shall be paid as set forth above provided the employee works the last scheduled workday prior to and the first scheduled workday following the employee's vacation unless otherwise excused by management.

Holidays and PTO shall be administered separately and neither holiday nor PTO time shall be forfeited in the event that holidays and PTO are scheduled during the same period.

8.5 **Pay for Time Worked on Holidays -** Regular employees who perform work on any of the above holidays shall be paid, in addition to holiday pay, the actual time worked at the overtime rate.

ARTICLE 9: BENEFITS

9.1 **I.B.E.W. Pacific Coast Pension Plan -** The employees covered by this Agreement shall be eligible for benefits under the I.B.E.W. Pacific Coast Pension Plan. Port contributions to this plan shall be fifty cents ($.50) base rate for all hours compensated for each employee.

Effective September 1, 2019, and for the term of the Agreement, any increases emanating from the rehabilitation plan beyond the current rehabilitation plan contribution by the Port of fifty-eight cents ($0.58) per compensated hour of work will be shared (50%-50%) between the Port of Seattle and members of the IBEW, Local 46, Electronic Technicians. Employee contributions on the basis of the fifty percent (50%) will be deducted from employee wages.

9.2 **Puget Sound Electrical Workers Pension Trust -** The employees covered by this Agreement shall be eligible for benefits under the Puget Sound Electrical Workers Pension Trust per hour, as shown below, for all hours compensated for each employee.

Effective June 1, 2025, Port contributions to this plan are eight dollars and thirteen cents ($8.13) per hour for all hours compensated for each employee.

Effective June 1, 2026, the Port will contribute eight dollars and twenty-four cents ($8.24) per hour for all hours compensated for each employee.

Effective June 1, 2027, the Port will contribute eight dollars and thirty-six cents ($8.36) per hour for all hours compensated for each employee.

Effective June 1, 2028, the Port will contribute eight dollars and forty-nine cents ($8.49) per hour for all hours compensated for each employee.

9.3 **Annuity -** Employees covered by this agreement shall be eligible for benefits under the Puget Sound Electrical Workers Annuity Plan. Effective January 1, 2018, the Port will contribute 4.5% of gross monthly wages to the Plan.

9.4 **Healthcare Trust Fund -** The employees covered by this Agreement shall be eligible for benefits under the Puget Sound Electrical Workers Healthcare Trust Fund.

Effective June 1, 2026: The Employer will contribute a lump sum amount of $1,745.00 per Employee, per month.

Effective June 1, 2027: The Employer will contribute a lump sum amount of $1,800.00 per Employee, per month.

Effective June 1, 2028: The Employer will contribute a lump sum amount of $1,850.00 per Employee, per month.

9.5 **Sick Leave**

9.5.1 **Sick Leave Accrual** - Effective June 1, 2019, employees shall accrue sick leave at the rate of .025 per hours compensated.

Sick Leave will accrue in two banks.

Bank 1) Protected Sick Leave .025 per hour worked will accrue as Washington Protected Sick Leave. Employees may utilize this leave in accordance with the minimum requirements of the Washington State Sick Leave Law, RCW 49.46.210. Employee's shall be notified on each paystub of the amount of Protected Sick Leave they are entitled to use for authorized purposes as defined by the law. There is no limit on the amount of Protected Sick Leave that may be accrued in a calendar year

Bank 2) Paid Sick Leave .025 will accrue as Paid Sick Leave per hour compensated, but not worked.

On January 1st of every calendar year Protected Sick Leave in excess of forty (40) hours will be transferred to Bank 2.

Probationary Employees shall accrue Paid Sick Leave, but may not use sick leave from Bank 2 until after employment of at least thirty (30) days.

Sick leave will be used as provided by law. For absences exceeding three (3) days, management may require verification that an employee's use of paid sick leave is for an authorized purpose.

9.5.2 **Pay Rate** - Sick leave pay shall be at the shift straight-time hourly rate.

9.5.3 **Eligibility** - Sick leave will be used only in instances of bona fide employee, immediate family, or others (as required by law) illness, injury or disability resulting in absence from work as normally scheduled.

9.5.4 **Maximum Accrual** - Any unused sick leave benefits shall be accumulated into a sick leave bank up to a maximum of four-hundred and eighty hours (480) to be used for future illness of an employee as their needs may require, but may not in any event be converted to additional vacation, or time off with pay. Sick leave used shall be deducted from the accumulated bank. Unused sick leave may not be converted to cash payment except under termination or retirement following five (5) continuous years of active employment in a permanent position, qualified employees shall be compensated for fifty percent (50%) of their unused sick leave (within the 480 hour limit) at the rate of pay upon termination.

9.5.5 **Pay Off** - The following provisions establish the methods for application of sick leave benefits in conjunction with other benefits:

(a) In no case shall the combined effect of sick leave and/or other benefits be applied so that compensation exceeds the employee's normal rate of pay.

(b) An employee who is collecting Worker's Compensation temporary occupational disability benefits may draw sufficient sick leave benefits from their disability benefits, provided the total daily or weekly amount of benefits does not exceed their daily or weekly base wage rate, until such time as their leave bank is depleted.

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

9.6 **Shared Leave** - Employees covered by this agreement are eligible to participate in the Port's Shared Leave program.

9.7 **Family Medical Leave Act & State Family Care Act** - The Port shall comply with the Family Medical Leave Act and State Family Care Act. These benefits shall be available to domestic partners of employees as well as those persons required by these statutes. For purposes of this Article, domestic partnership shall mean a heterosexual or same sex couple as defined by Port of Seattle Policy HR-5.

9.7.1 **Paid Family Leave.** The Port shall comply with the requirements of the Washington Paid Family and Medical Leave Act and shall have full discretion on meeting those requirements (e.g. Voluntary Plan), which shall not be subject to the grievance procedure or to any other provision of this Agreement or to negotiation by the Union. However, the Port agrees, that for the term of this Agreement, the Port shall make contributions to the chosen plan (i.e. State, Approved Voluntary) on the employee's behalf.

9.8 **Failure to Return to Work** - Failure to return to work from an approved Medical or Family Leave of absence by the expiration date of the leave of absence may be cause for termination of employment.

9.9 **Bereavement Leave** - Any employee who suffers a death in the employee's immediate family shall be allowed three (3) days leave compensated at the employee's regular shift rate. In cases in which the funeral is outside of Washington State, the employee may request additional hours of paid leave, not to exceed a maximum of forty hours (40) total. Individual circumstances such as the distance to the funeral and the extent of employee involvement with the arrangements for the deceased shall be considered in determining the number of days to be granted an employee.

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.

9.10 **Flexible Spending Account -** Employees shall be eligible for participation in the Port of Seattle's Flexible Spending account program. Eligibility and participation of employees shall be subject to the terms and conditions of such a plan including any plan amendment, revision or possible cancellation. It is further agreed that content of the plan itself, plan administration and any determination made under the plan shall not be subject to the grievance or to any other Provision of this Addendum or to negotiation by the Union.

9.11 **Deferred Compensation -** Employees shall be eligible for participation in the Port of Seattle's Deferred Compensation Plan. Eligibility and participation of employees shall be subject to the terms and conditions of such a plan including any plan amendments, revisions, or possible cancellation. It is further agreed that the content of the plan itself,

plan administration, and any determinations made under the plan shall not be subject to grievance or arbitration procedures or to negotiation by the Union.

9.12 **Paid Parental Leave** – The Port shall continue to provide Paid Parental Leave to members of the bargaining unit. Eligibility, participation, and terms of the Paid Parental leave shall be as provided to non-represented employees. The Port may change or modify its Paid Parental Leave policy and/or procedure. If the Port desires a change/modification, the Port agrees to provide the Union with advance notice of any change. The same benefit shall be extended to this bargaining unit as provided to other bargaining units and non-represented employees, as may be changed, at the discretion of the Port.

ARTICLE 10: JOB-RELATED COURSE WORK AND/OR TRAINING

At the Port's discretion, the Port may provide compensation for job-related course work or training. Effective January 1, 2016, members of the bargaining group will be eligible to apply for Tuition Reimbursement pursuant to the Port's Employee Learning and Development Policy (HR-12).

Telework Program - Any telework schedule will be reviewed and discussed on a weekly basis to determine the upcoming week's work schedule expectation. Seniority 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). The manager will review the submitted training plans and assess for approval. If work or a project requires on-site support work, employees 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 11: TRAVEL

Since the Sea-Tac International Airport is the permanent headquarters and place of business of the Employer under this Agreement, the employees will furnish their own transportation to and from the Airport and shall receive no compensation for time or mileage for such travel.

The Port shall use the Fair Labor Standards Act regulations on travel time as they existed on the ratification date of this contract as a minimum standard to apply in all wage issues involving travel time. In the event that more generous FLSA regulations are adopted, the Port shall then apply the applicable new regulations.

ARTICLE 12: TRAINING

12.1 **Probationary Training** - Because of the complexity of the electronic systems at the Airport, approximately eight (8) months, but not to exceed eight (8) months, of training are required before a technician is adequately trained to work alone. If an employee needs additional training beyond the eight (8) month probationary period, the Port, with input from the Union, may extend the probationary period to twelve (12) months at the current

rate of pay. After successful completion of this eight (8) month training period, or extended four (4) month period, on either the Central Control, Satellite Transit, or Closed-Circuit TV systems, the technician will be considered as and paid at the established rate for Automated Control Specialist as set forth in this Agreement.

If it is determined by management that an employee has successfully completed their probationary training prior to the eight (8) month probationary training period, the employee may, with management approval, be allowed to work alone and be paid at the ET/ACS rate of pay. The probationary employee who is approved to work alone must still complete the eight (8) month probationary period.

12.2 **Training** - When full-time employees (FTE's) are directed or volunteer on a shift paying lower shift differential or no differential, the first thirty (30) working days of such shift will be paid at the higher shift rate.

ARTICLE 13: GRIEVANCE PROCEDURE

It is the Port and the Union's goal that all employer/employee disputes be addressed as quickly as possible. With this goal in mind, the parties agree to attempt to settle employer/employee disputes prior to filing an official written grievance.

Disputes between employees and management arising during the term of this Agreement and not resolved prior to filing an official written grievance shall be referred to a Business Representative of the Union and to the Port within the timelines established below. A grievance not brought within the time limit prescribed in Step 1 shall not be considered timely and shall be void. The time limits may be waived at each step by mutual agreement, in writing, by the Union and the appropriate management representative.

Step 1: The Union's Business Representative shall present the grievance in writing to the Employer Representative. The written grievance shall contain a statement of the relevant facts, the specific section(s) of the Agreement allegedly violated, and the remedy sought.

Any complaint, dispute or grievance not filed in writing by the complaining party within twenty (20) calendar days from the date either party knew or reasonably should have known of the alleged violation shall be waived. The Union Business Representative and the Employer Representative shall meet to resolve the grievance within five (5) working days from the date of filing. In the event settlement is not reached, the grievance shall proceed to Step 2. The Employer shall provide a written response to the Union within fourteen (14) calendar days after the Step 1 meeting.

Step 2: If a settlement is not reached in the manner above described, the Union may refer the grievance to Step 2 by notification to the Port within fifteen (15) calendar days of receipt of the Port's written response to the Step 1 grievance. If the grievance is moved to Step 2, the dispute shall be referred to a Joint Conference Committee that shall be set up under this Agreement and shall consist of two (2) representatives of management and two (2) representatives of the Union. This committee shall select its own chairman and secretary from within the committee, one from

the Union and the other from Management and shall meet at such times and places as it may decide. It must meet within five (5) working days after a dispute is referred to it for resolution. However, by mutual consent, the parties may extend the meeting deadline. If the grievance is not resolved by the Step 2 Committee, the Employer shall provide a written response to the Union within fourteen (14) calendar days after the Step 2 meeting.

Step 3: In the event the grievance is not resolved in Step 2, and the Union desires to pursue the matter further, it may refer the grievance to arbitration by notification to the Port within fifteen (15) calendar days of receipt of the Port's written response to the Step 2 grievance. Representatives of the Labor-Management Committee, one from each side, shall meet within five (5) working days and select an arbitrator by alternately striking from a list of five (5) names supplied by the Federal Mediation and Conciliation Service. The arbitrator shall not have the right to add to or subtract from any terms of this Agreement and all decisions must be within the scope and terms of this Collective Bargaining Agreement. The Labor-Management Representatives shall meet with the arbitrator and present their cases. They shall have the right to override the arbitrator during this meeting. In the event they cannot reach a decision, the decision of the arbitrator shall be final and binding.

Each party will bear its own costs of presenting grievances under this Agreement, including attorney's fees. The Arbitrator's fee shall be shared equally by the Union and the Employer.

ARTICLE 14: STRIKES AND LOCKOUTS

14.1 **Work Stoppages** – There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters shall be handled using the grievance/arbitration procedure in this Agreement.

14.2 **Discipline** - Any employee participating in such work stoppage or in other ways committing an act prohibited in this Article may be subject to disciplinary action up to and including discharge, suspension, or other disciplinary action as may be deemed applicable to such employee.

ARTICLE 15: SENIORITY

15.1 The Manager of Electronic Systems and the Shop Representative will initiate and update the Seniority List.

15.2 New or vacant positions shall be filled with the most senior person who has bid for the position. If no bids, the least senior person will be assigned to the open position. Upon completion of the bid process, Technicians are to remain in the position specialty (i.e., Electronic Systems or STS) for a minimum of three (3) years.

Exceptions: The Port and the Union may mutually agree to waive the bid process or the three (3) year requirement to accommodate special circumstances. Supervisor and General Supervisor positions are selected at Management's discretion from current shop employees and are not subject to the bid process outlined above.

15.3 If layoffs should occur, they shall proceed in order of seniority, from least senior to most senior.

ARTICLE 16: MISCELLANEOUS

16.1 **Election to Union Office** – An employee elected or appointed to a position in the Union that requires a part or all of their time will be given an unpaid leave of absence up to one (1) year upon written application.

16.2 **Port of Seattle Labor-Management Committee(s)** - The Port and the Union recognize the importance of a collective bargaining and employee relations climate in the Port that encourages cooperative efforts and joint problem-solving amongst all involved parties to better serve the public, increase productivity, reduce waste, improve safety, improve morale, and recruit, train and retain quality employees. In the interest of meeting these challenges, the Port and the Union agree to establish Labor-Management Committee(s) where mutually agreed.

16.3 **Bulletin Boards** – The Port agrees to permit the Union Shop Stewards and Business Representatives to post appropriate Union material on designated Union provided physical or electric display.

16.4 **Shop Stewards** - The Union shall appoint a Shop Steward. The Shop Stewards may conduct representational responsibilities including, but not limited to, attending grievance, Weingarten and Loudermill meetings during their regularly scheduled shift, without a loss of regular compensation, if excused from work by the employee's manager/designee. Port management must approve use of Port facilities for Union business outside of these processes in advance and employee attendance will be on unpaid time.

16.5 **Safety** - The Port, Union and employees agree to comply with all applicable safety laws and regulations. In the event an employee discovers or identifies an unsafe condition they will immediately notify the manager/designee. No employee will be disciplined for reporting an unsafe condition. No employee will be required to use unsafe equipment or work in an unsafe environment. Any safety protection device required by the employer or the State of Washington shall be supplied by the employer, with the exception of Safety Shoes (See Article 16.7).

16.6 **Reprimands** – Letters of reprimand for cause shall be expunged from employee personnel files within two (2) years so long as there is no reoccurrence of the conditions for the reprimand.

16.7 **Footwear Allowances –** The Port shall pay employees who have accrued at least 1,000 hours of work each contract year for the purchase price or repair of approved footwear meeting the ASTM F2413-05 standard. The stipend shall be paid in the first pay period of each contract year.

June 1, 2026 - $200
June 1, 2027 - $200
June 1, 2028 - $200

16.8 **Parking** – In the event employees are not allowed to park in the parking garage or park free of charge, the Port agrees to negotiate such impact on the employees.

16.9 **Audio/Visual Work Jurisdiction Re-opener** – Either party may agree to reopen the agreement to negotiate and/or discuss the sharing of jurisdiction over audio/visual equipment duties with the Utility Worker classification.

16.10 The Port and the Union agree to continue discussions for a name change during the term of this Agreement.

16.11 Commute Trip Benefits

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

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

The Port shall 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 same benefit shall be extended to this bargaining unit as provided to non-represented employees.

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

16.12 Telematics

1. Telematics is primarily intended to provide the Port of Seattle with the tools necessary to achieve the following objectives:

- Reductions in carbon emissions
- Reductions in fuel costs
- Reductions in maintenance events
- Streamlining maintenance
- Strategic vehicle/asset dispatching
- Improved customer service
- Improvements in both vehicle maintenance compliance and safety

The Parties agree that the Port will not randomly or routinely review in real time the telematics data solely for disciplinary purposes, or as part of targeted surveillance for "fishing."

2. Telematics data relative to an investigation/complaint involving an employee shall be made available to the Union upon request in accordance with the terms and conditions of the Collective Bargaining Agreement (CBA) and/or all relevant laws and/or statutes.

3. Any information gleaned from telematics used to support the Port's position relative to a disciplinary action and/or actions shall only be used in accordance with the CBA.

ARTICLE 17: SAVINGS CLAUSE

Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portions of this Agreement will not invalidate the remaining portions hereof; provided however, upon such invalidation the parties will meet and negotiate such parts or provisions affected. The remaining parts or provisions will remain in full force and effect.

ARTICLE 18: EFFECTIVE DATE AND DURATION

18.1 **Duration** – This Agreement will become effective upon full and final ratification and approval by the Union and the Port of Seattle Commission and covers the period from June 1, 2026, through May 31, 2029.

18.2 **Modification and Re-opener Clause** – Contract negotiations for the succeeding contract may be initiated by either party by providing to the other written notice of its intention to do so at least sixty (60) days prior to the expiration date.

18.3 **Wage rates** - Shall be effective as indicated in Article 5.

Agreed and entered into this _____.

IN WITNESS WHEREOF, the aforementioned have executed this Amendment to Collective Bargaining Agreement this_____.

PORT OF SEATTLE

Stephen P. Metruck, Port of Seattle
Executive Director

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 46

Mark Davis, IBEW Local 46
Business Manager and Financial Secretary

COMMISSION
AGENDA MEMORANDUM **Item No.** 8e

ACTION ITEM **Date of Meeting** November 17, 2026

DATE : October 28, 2026

TO: Stephen P. Metruck, Executive Director

FROM: Janice Zahn, Chief Engineer, Engineering General Services
Brian Sweet, Director Engineering - Construction Management
Perry Welch, Interim Director – Engineering - Design

SUBJECT: Engineering Construction Management and Design Services IDIQ Memo

Amount of this request:	$18,000,000
Total estimated project cost:	$0

ACTION REQUESTED

Request Commission authorization for the Executive Director to execute up to four indefinite delivery, indefinite quantity (IDIQ) consulting agreements for services related to Construction Management Services, with a cumulative total amount not to exceed $16 million dollars and one Design Services agreement, with a cumulative total amount not to exceed $2 million dollars. Each agreement will have a four-year ordering period. No funding is associated with this request; funding to utilize these agreements will come separately from individual project authorizations.

EXECUTIVE SUMMARY

Within the next four years, over 60 new and continuing major construction projects at the Seattle Tacoma International Airport, Maritime and Economic Development divisions, and the Northwest Seaport Alliance have been identified. With the current and anticipated future project workload, IDIQ contracts provide the Port with the flexibility to meet business requirements as they arise by utilizing external consultants to support the Engineering Construction Management (CM) and Design departments. The specific scope, amounts, and durations of consultant services are established based on projected needs of the Port and the Northwest Seaport Alliance.

This authorization will only authorize the advertisement, procurement and execution of the contracts. A service directive will be issued for each project authorizing the consultant to perform a specified scope of work only after staff have received authorization for the project in accordance with Port policies and procedures. Each agreement/contract will have a four-year ordering period during which services may be separately authorized. The Port will not issue any

service directives in excess of each agreement/contract's value or after expiration of the contract ordering period.

JUSTIFICATION

The Port of Seattle's existing CM Services IDIQ agreements were executed in 2023, and the contracts are approaching their maximum contract amount. When originally executed, the amount requested was estimated based on projected project needs to provide consultant services for 5 years. Actual project needs have led to increased utilization of the contracted agreements and reaching funding capacity much sooner than expected. Of the current six agreements in place, all but one agreement will be fully utilized by first quarter of 2027.

Due to the recent staff reductions, the Design Department will need to augment existing staff capacity with a consultant agreement to support design staff and project workload throughout the Port as required to support Port business needs.

Diversity in Contracting

The intent is to execute up to four Construction Management contracts with the most qualified firms; however, we will redistribute the awarded contract values should we not receive sufficiently qualified firms without exceeding the combined total $16M amount. Two agreements valued at $5 million each will be awarded to the two highest-ranked firms after proposal review and interviews, one agreement valued at $3 million to the next highest ranked firm after proposal review and interviews and one agreement valued at $3 million will be awarded to the highest ranked race neutral, small business. We anticipate a twenty-five percent (25%) WMBE goal will be included in three of the agreements and no goal will be established in the small business agreement We will execute one Design Services agreement to the most qualified firm after proposal review and interviews in the amount of $2 Million and an anticipated 15 percent (15%) WMBE goal will be included in the Design Agreement.

DETAILS

Scope of Work

The services required under these agreements are for Construction Management and Design services in support of various Port projects for the Aviation, Maritime, and Economic Development divisions, and projects related to the Northwest Seaport Alliance. The scope of work may include supporting projects with planning, design, construction and closeout phases of Port major construction or tenant projects, including contracts procured using design-bid-build, as well as the multitude of alternative delivery methods.

ALTERNATIVES AND IMPLICATIONS CONSIDERED

Alternative 1 – Advertise and execute multiple individual project specific contracts.

Cost Implications: Potential impact on project schedules with a strong likelihood of additional project costs due to individualized procurements for each project.

Pros:

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

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 time in CPO, Construction Management and Design for preparation, and increased advertising fees.
(2) Consulting companies interested in this work would spend more money preparing multiple proposals as part of the selection processes.

This is not the recommended alternative.

Alternative 2 – Advertise and execute multiple IDIQ contracts within a single procurement.

Cost Implications: Procurement process costs.

Pros:

(1) Efficient and effective use of Port staff procuring contracts that address multiple project needs.
(2) Efficient and cost-effective use of consultant resources.
(3) Provides staffing flexibility that helps meet our business sponsor's needs when urgent projects arise.
(4) Minimizes the risk associated with potential project schedule delays due to unavailable staff resources to support a design or construction project.
(5) Aligns with best business practices for effectively utilizing external consulting firms.

Cons:

(1) Consultants with subject matter expertise may not be available when project work is requested.

This is the recommended alternative.

Annual Budget Status and Source of Funds

There is no funding request directly associated with this authorization. No work is guaranteed to the selected consultants. The budget for work performed under each agreement will come from individual service directives authorizing the consultant to perform specific work under the agreement with approved project authorization and within the total contract amount.

ATTACHMENTS

None.

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

July 11, 2023 – Construction Management Services IDIQ approved by Commission for $30 million.

COMMISSION
AGENDA MEMORANDUM **Item No.** 8f

ACTION ITEM **Date of Meeting** November 17, 2026

DATE: October 30, 2026

TO: Stephen P. Metruck, Executive Director

FROM: Chris Wimsatt, Chief Financial Officer
Michael Tong, Director, Corporate Budget

SUBJECT: **2027 Service Agreements for Port of Seattle staff to Provide Services to the Northwest Seaport Alliance**

Amount of this request:	$0
Total estimated project cost:	$0

ACTION REQUESTED

Request Commission authorization for the Executive Director to execute an interlocal agreement (ILA) with the Northwest Seaport Alliance (NWSA) to implement a series of support service agreements to allow Port staff to provide services to the NWSA for 2027.

EXECUTIVE SUMMARY

The NWSA will require service support from different departments at the Ports of Seattle and Tacoma. The means to provide these support services is through an ILA between the NWSA and the homeports as a part of the annual budget process. The costs for these support service agreements are included in both the Port's and NWSA's 2027 budgets.

JUSTIFICATION

The NWSA will require support services from both the Ports of Seattle and Tacoma in order to carry out its functions. Each port will provide these support functions through an ILA that describes the services to be provided.

DETAILS

The NWSA needs support and services from both ports in order to carry out its various administrative functions and operations. Each port intends to execute an ILA with NWSA to allow the ports to provide those services for 2027. The Port of Seattle budget included the budgeted amounts for the proposed ILA service agreements with the NWSA.

Below is a summary of the major cost allocation changes to the NWSA from the 2026 revised budget to the 2027 budget.

Department	2026 Revsd Budget	2027 Budget	'26 vs '27 Change	Explanations
Marine Maintenance	4,688,697	5,456,716	768,020	Mainly due to higher payroll cost and contractual increases.
Waterfront Project Management	1,329,701	1,964,589	634,888	Mainly due to higher payroll costs and contractual increases.
Police	2,731,294	2,940,845	209,551	Mainly due to higher payroll cost, equipments replacements cost, and contractual increases.
Engineering	573,313	844,105	270,792	More Design Services and Survey & Mapping for the NWSA.
Information & Communications	893,045	990,989	97,944	Mainly due to higher payroll cost and systems/softwares contractual increases.
Insurance	1,129,206	924,506	(204,700)	Lower NWSA reimbursable insurance.
Maritime Security	1,956,694	1,853,436	(103,257)	Less direct charges to NWSA related to contract watchmen.
All Other	2,020,365	2,185,205	164,839	
Total	**15,322,314**	**17,160,392**	**1,838,077**	

There are 16 active support service agreements that will be implemented as part of this agreement for 2027 and are attached as exhibits to the ILA.

Scope of Work

The proposed ILA is included as Attachment A. There are 16 active service directives that are attached as exhibits to the ILA. The list of those exhibits is as follows:

Exhibit 1: Accounting, Finance, Treasury and Risk Management
Exhibit 2: Legal and Public Records
Exhibit 3: Information Technology & Information Security
Exhibit 4: External Relations
Exhibit 5: Portfolio Management
Exhibit 6: Capital Development
Exhibit 7A: Port of Seattle Police
Exhibit 7B: Security
Exhibit 8: Maritime Maintenance
Exhibit 9: Central Procurement Office
Exhibit 10: Managing Member (Commission Office)
Exhibit 11: Pier 69 Facilities Management
Exhibit 12: Environment and Sustainability
Exhibit 13: Retired (previously used for Tribal Coordination)
Exhibit 14: Labor Relations
Exhibit 15: Additional Support Services as Needed
Exhibit 16: Retired (previously used for Equity, Diversity and Inclusion)
Exhibit 17: Municipal, County, and State Use of NWSA-Licensed Property
Exhibit 18: North Harbor Customs and Border Patrol Facilities

Schedule

This is a part of the annual budget process.

FINANCIAL IMPLICATIONS

The amounts required to provide the services to the NWSA are included in the Port's 2027 budget.

ADDITIONAL BACKGROUND

None

ATTACHMENTS TO THIS REQUEST

(1) Attachment A (Interlocal Agreement, including 16 service directives attached as exhibits).

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

None

INTER-LOCAL AGREEMENT FOR SUPPORT SERVICES BY AND BETWEEN THE PORT OF SEATTLE AND THE NORTHWEST SEAPORT ALLIANCE

THIS INTER-LOCAL AGREEMENT ("Agreement") is entered into by and between the Port of Seattle, a Washington municipal corporation, ("POS") and The Northwest Seaport Alliance, a Washington Port Public Development Authority ("NWSA") (referred to herein individually as "Party" and collectively as the "Parties").

WHEREAS, the Port of Tacoma and the Port of Seattle have entered into an agreement to establish The Northwest Seaport Alliance pursuant to the following federal and state authorities: (1) the FMC Discussion Agreement, (2) an interlocal agreement with delegated powers exercised pursuant to the port joint powers statute (RCW 53.08.240) which expressly permits joint operation and investment outside of a port's district, (3) RCW 39.34.030, the state Interlocal Cooperation Act, and (4) pursuant to ESHB 1170, WA Session Laws of 2015-6, (Chapter 53.57 RCW), which authorizes the Ports to create a port development authority to use, operate and manage certain marine facilities jointly, to be known as the NWSA;

WHEREAS, in order to improve efficiency in obtaining, the services necessary for the development, redevelopment, repair and maintenance of new and existing facilities, and providing for the operation of The Northwest Seaport Alliance, NWSA and POS desire to retain support services from one another pursuant to the terms and conditions contained herein; and

WHEREAS, the Parties are authorized, pursuant to Chapter 39.34 RCW (the Inter-local Cooperation Act), to enter into this Inter-local agreement.

NOW, THEREFORE, the Parties agree as follows:

I. General Provisions for Support Services

A. Duration of this Agreement. Services to be provided under the terms of this Agreement will be provided during Calendar Year 2027. This Agreement and attached Service Directive exhibits are effective between January 1, 2027 and December 31, 2027. Subsequent Inter-Local Agreements for Support Services, if any, will be executed on an annual basis.

B. Services Provided. The NWSA and POS have agreed to provide support services to one another as defined in the Service Directive exhibits attached to this Agreement. Each Service Directive exhibit defines the scope of services, cost for services, charge methodology, and service level expectations for each service area to be provided. The NWSA and POS, in their respective sole discretion, may obtain the services under this Agreement from entities other than the Parties to this Agreement.

C. Communications. Each Service Directive exhibit identifies the contact people for the Parties that will coordinate the work for each service area. It is expected that the identified contact people will communicate frequently, to coordinate the work, to confirm that services are being provided in a manner that meets service level expectations, and to evaluate monthly financial performance of actual vs. projected spending.

D. Employment, Policies and Procedures. During the term of this Agreement, individuals providing support services will remain full-time employees of their respective employer, who shall continue to be responsible for salary, benefits and retirement contributions. Nothing contained herein shall be construed as creating an employer/employee relationship between the individuals providing support services and the entity receiving the services. Staff providing support services will follow the policies and procedures of their respective employer in conducting the work.

E. Billing Rate and Procedures. The charge for services will be determined during the budget cycle for the coming fiscal year. Based on the type of support service and as reflected on each specific Service Directive exhibit, costs will be allocated in one of the following ways: (1) monthly based on a fixed charge or formula, (2) charged to projects based on developed charge out rates or (3) performed as a fee for service based on predetermined charged out rates.

F. Independent Municipal Governments. The Parties hereto are independent governmental entities and nothing herein shall be construed to limit the independent government powers, authority or discretion of the governing bodies of each Party. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of any Party shall be deemed, or represent themselves to be, employees of any of the other Party.

G. Legal obligations. This Agreement does not relieve either Party of any obligation or responsibility imposed upon it by law.

H. Timely Performance. The requirements of this Agreement shall be carried out in a timely manner according to a schedule negotiated by and satisfactory to the Parties.

I. Recording. Copies of this Agreement shall be posted to the web sites of the Parties.

J. Audit of Records. During the term of this Agreement, and for a period not less than six (6) years from the date of termination, records and accounts pertaining to the work of this Agreement and accounting therefore shall be kept by each Party and shall be available for inspection and audit by representatives of either Party and any other entity with legal entitlement to review said records. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claims, or audit finding has been resolved, even though such litigation, claim, or audit continues past the

six-year (6) retention period. This provision is in addition to and is not intended to supplant, alter or amend records retention requirements established by applicable state and federal laws.

II. Dispute Resolution

A. Process. The Parties' designated representatives under Paragraph III herein shall use their best efforts to resolve disputes between the Parties. If the designated representatives are unable to resolve a dispute, then each Party's responsible Project Directors shall review the matter and use their best efforts to resolve it. If the Project Directors are unable to resolve the dispute, the matter shall be reviewed by the department director or chief executive officer of each Party or his or her designee. The Parties agree to exhaust each of these procedural steps before seeking to further resolve the dispute in any other forum. Any controversy or claim arising out of or relating to this Interlocal Agreement, or the breach thereof, which is not settled by agreement between the Parties, shall be settled by mediation in the State of Washington, in Pierce or King Counties. In the event either Party reasonably believes mediation will not result in a solution to the disagreement, mediation may be waived.

B. Controlling law & Venue. This Agreement shall be construed and enforced according to the laws of the State of Washington.

III. Notices

A. Contact Persons. Any notice, demand, request, consent, approval or communication that either Party desires or is required to give to the other Party shall be in writing addressed to the other Party at the addresses as follows unless otherwise indicated by the Parties to this Agreement:

NWSA:	David Morrison, Chief Financial Officer PO Box 2985 Tacoma, WA 98401-2985 egaleno@portoftacoma.com
Port of Seattle:	Chris Wimsatt, Chief Financial Officer PO Box 1209 Seattle, WA 98111 Wimsatt.C@portseattle.org

B. Receipt. Notice shall be deemed "received" on the date of actual delivery or the first attempted delivery as shown on the return receipt if mailed with the United States Postal Service by certified mail, return receipt requested, otherwise receipt if presumed three days after deposit of mail into US Mail, or by receipt of email.

IV. Indemnification and Hold Harmless

A. The Parties release each other from, and shall defend, indemnify, and hold each other and agents, employees, and/or officers harmless from and against all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, made by or on behalf of the other Party and/or its agents, employees, officers, and/or subcontractors, arising out of or in any way related to this Agreement, unless and except to the extent the same be caused in whole or in part by the negligence of a Party or its agents, employees, and/or officers.

B. This Agreement includes a waiver of subrogation against all losses sustained by either Party and/or its agents, employees, officers, subcontractors, and/or insurers, arising out of or related to this Agreement except to the extent the Parties' losses are caused in whole or in part by the negligence of the other Party or its agents, employees, and/or officers.

C. Each Party specifically assumes liability for actions brought by its own employees against the other Party and for that purpose each Party specifically waives, as respects the other Party only, any immunity under the Worker's Compensation Act, RCW Title 51.

D. Both Parties recognize that this waiver was the subject of mutual negotiation. In the event any Party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this Agreement against the other Party, all such fees, costs and expenses shall be recoverable by the prevailing Party.

E. No liability shall attach to any of the Parties by reason of entering into this Agreement except as expressly provided herein.

F. Each Party agrees that it will include in any contract which is related to the work of this Agreement a provision requiring the contractor to defend, indemnify and hold harmless all the Parties to this Agreement against any claims arising out of or related to the work of the contractor.

G. The provisions of this Article shall survive any termination or expiration of this Agreement.

V. Severability

If any term or provision of this Agreement, or its application to any person or circumstance is ruled invalid or unenforceable, the remainder of this Agreement will not be affected and will continue in full force and effect.

VI. Limits of Financial Obligations/Property ownership.

Except as provided above, each Party shall finance its own conduct of responsibilities under this Agreement. No ownership of property will transfer as a result of this Agreement.

VII. Entire Agreement/Amendment

This Agreement, together with any documents incorporated by reference shall constitute the entire agreement between the Parties with respect to the Services to be provided and shall supersede all prior agreements, proposals, understandings, representations, correspondence or communications relating to the subject matter hereof. No modification or amendment of this Agreement shall be valid and effective unless approved by both parties in writing.

WHEREFORE, the parties have executed this Agreement this _____ day of _____, _____.

Northwest Seaport Alliance	Port of Seattle
John Wolfe Chief Executive Officer	Stephen P. Metruck Executive Director
Date _____	Date _____

Attached Support Service Directives for Calendar Year 2027
Support Service Agreement between NWSA and POS:

Exhibit 1 – Accounting, Finance, Treasury & Risk Management Support Services

Exhibit 2 – Legal and Public Records Support Services

Exhibit 3 – Information & Communication Technology and Security Support Services

Exhibit 4 – External Relations Support Services

Exhibit 5 – Portfolio Management Support Services

Exhibit 6 – Capital Development Support Services

Exhibit 7A – Port of Seattle Police Support Services

Exhibit 7B – Security Support Services

Exhibit 8 – Marine Maintenance Support Services

Exhibit 9 – Central Procurement Office Support Services

Exhibit 10 – Managing Member and Executive Support Services

Exhibit 11 – Pier 69 Facilities Management Support Services

Exhibit 12 – Environment and Sustainability Support Services

Exhibit 13 – Retired (previously used for Tribal Coordination)

Exhibit 14 – Labor Relations Support Services

Exhibit 15 – Additional Support Services as Needed

Exhibit 16 – Retired (previously used for Equity, Diversity and Inclusion)

Exhibit 17 – Municipal, County, and State Use of NWSA-Licensed Property

Exhibit 18 – North Harbor Customs and Border Patrol Facilities

EXHIBIT POS – 01

Service Directive for Accounting, Finance, Treasury, & Risk Management Support Services

by and between

Port of Seattle and The Northwest Seaport Alliance

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Seattle (POS) and The Northwest Seaport Alliance (NWSA).

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Seattle with regard to Support Services listed above for The Northwest Seaport Alliance. This exhibit defines the mutually agreed upon scope of services, cost for services, charge methodology, and service level expectations to include performance measures and monitoring. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

2) Time period:

This agreement is for the calendar year 2027.

3) Scope of Services to be provided by POS to The NWSA:

a) Accounting

i) Prebilling tasks (such as balancing, reconciliation, review of billing data) for activity-based billings. Billing the NWSA for direct and indirect charges.

ii) Accounts payable services for the NWSA for North Harbor activity, except for certain invoices managed by the NWSA using South Harbor resources.

iii) Project accounting services to support project delivery in the North Harbor for the NWSA.

(1) Project cost tracking and review of project costs for proper classification.

(2) Capitalization policy analysis and application to projects.

(3) Capital Project Spending reporting and comparison to budget, coordinate Cash Reimbursement for 50% of total project spending on monthly basis.

iv) General accounting services for certain financial transactions associated with the NWSA:

(1) In conjunction with POT, provide information, resources and expertise to ensure The NWSA is in compliance with Generally Accepted Accounting Principles, Government Accounting Standards and specific Accounting policies as developed by the NWSA.

(2) Services to support external financial audit, single audit of financial reporting and compliance with policies and state and federal statutes.

(3) Use tax (state) filing for items procured in North Harbor.

v) Grant accounting, administration, and project management services for NH federal and state grant programs.

b) Finance & Budget

i) Provide Operating Budget services to include:

(1) Partner with the NWSA and POS staff to compile North Harbor expense budget.

ii) Provide Financial Analysis Services to include:

(1) Business Development

(a) Review and provide feedback or suggestions on project analyses.

(b) Advise on bond restrictions for POS licensed facilities.

(2) Policy

(a) Work collaboratively on financial policy and procedure issues as initiated by any of the three entities or as required for NWSA function.

(3) Funding

(a) Assess fundability and funding options for NWSA decision on investments.

(b) Review and collaborate on long-term forecasting.

(c) Provide State Grant support for NWSA Lead and POS provides grant administration.

(d) Provide support services for project delivery between POS and NWSA for split funding due to environmental liabilities, authorization of projects with dual funding between NWSA and POS.

c) Treasury

i) Provide Banking services, including but not limited to:

(1) Non routine banking services provided by POS to the NWSA, however, certain Accounting activities (see section 3, a, i, (1) and 3, a, ii) flow through POS main bank account.

ii) Provide Investment services, including but not limited to:

(1) Invest the working capital liquidity fund for North Harbor projects.

d) Risk Management

i) Provide risk management services to The NWSA for NWSA-licensed properties in King County and as requested. Scope includes negotiation/update of insurance policies; process claims; consult on risk management aspects of contracting.

4) Cost for Service and Charge Methodology – POS to The NWSA:

Service Area and Department # (Acct if appropriate)	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage, Fixed Amount, or Formula	2027 Budgeted Amount[2]
Accounting					
AFR Core Services Dept# 2210	3.a.iv	Standard	Charge based on the standard allocation.	2.32%	$20,260
AFR Disbursements Dept# 2240	3.a.ii	Special	Based on support services and activities provided by staff to each operating division and NWSA.	2.00%	$52,402
AFR General Accounting Dept# 2260	3.a.iv	Standard	Charge based on the standard allocation.	2.32%	$73,103
AFR Capital Services Dept# 2290	3.a.iii & v	Special	Based on support services and activities provided by staff to each operating division and NWSA.	9.50%	$198,372
Finance					
Finance & Budget Dept# 2100	3.b.i-iii	Special	Based on estimated support services provided by each staff to each operating division and NWSA.	5.51%	$192,434
Maritime Finance & Budget Dept# 6210	3.b.i-iii	Special	Based on estimated support services provided by each staff to each operating division and NWSA.	11.11%	$222,003

[1] Method Options: Costs associated with support services will be charged to the Alliance as follows:

- Standard Fixed Percentage allocation – Set by Corporate F&B. Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project/Direct Charges – Charged to specific projects based on current procedures.
- Special Fixed Percentage allocation – Variable by department methodology but fixed for the year. Charges will be tracked and based on a fixed percentage as determined by the level of service.
- Flat/Fixed Amount – Charged as a fixed or flat amount agreed upon by all parties for the year.

[2] Amounts may include charges to other subclasses that allocate to NWSA. Preliminary budget amount – subject to final budget approval.

Environmental Finance Dept# 6211	3.b.i-iii	Special	Based on estimated support services provided by each staff to each operating division and NWSA.	1.67%	$18,496
Treasury	3.c.ii	Special	Investments: Based on NWSA funds % share of POS PIF		Included in the cost allocation for Dept 2100
		Special	Banking: see Accounting/AFR Revenue and AFR Disbursements, 3, a, i and 3, a, ii, respectively		Included in the cost allocation for Dept 2100
Risk Management					
Risk Management Dept# 1330	3.d.i	Standard	Charge based on the standard allocation.		
Insurance Dept# 1335	3.d.i	Direct Charge	NWSA Insurance Premium		$923,191
Insurance Dept# 1335	3.d.i	Direct Charge	Property & Liability Broker Contract		$1,223

5) <u>Scope of Services to be provided by The NWSA to POS</u>

a) None.

6) <u>Cost for Service and Charge Methodology – The NWSA to POS</u>

a) None.

7) <u>Service Level Expectations</u>:

a) Before January 1, 2027, agreements will be made on desired standard report formats and frequencies.

b) Accounting services will be provided on standard schedules consistent with, and coordinating with, POT and POS accounting schedules.

c) Retention of key financial reports and information in compliance with state requirements.

d) Performance Measures and Metrics:

This section outlines the performance measures and metrics upon which service under this SLA will be assessed. Shared Service Centers and Customers will negotiate the performance metric, frequency, customer, and provider service responsibilities associated with each performance measure.

Measurements of the Port of Seattle activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Seattle and The Northwest Seaport Alliance have identified activities critical to meeting The NWSA's business requirements and have agreed upon how these activities will be assessed.

Service Area	Type of Measure[3]	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target
Accounting – Accounts Payable	Management	1. Public works contracts paid within statutory period. 2. Open payables over 60 days 3. Rec'd not invoiced report reconciled weekly	1. 100% 2. $0 3. Resolved within 1 month
Accounting – Projects	Accuracy	1. Project costs accurately reflected in the project subledger and reconciles to GL. 2. Project reviewed and analyzed for capital vs. expense accounting before spending begins, provided timely and complete Asset Plans are submitted to POS Accounting by the project management groups. 3. Project costing information provided monthly.	1. 100% 2. 100% 3. 10th bus day
Accounting - General	Time Based	1. Monthly Fin'l package avail a. NH GL data avail b. Cashflow avail	1. 13th bus day a. 10th bus day b. 11th bus day

[3] Type of Measure Options:

- Time Based – measure is time bound – duration, frequency, by a specific date, etc.
- Management – measure dealing with or controlling issues, communications, or staff
- Accuracy – measure to have a specified level of accuracy to be measurable
- Other – measure that doesn't fit into category above

		2. Annual audited financial statements avail.	2. April 30th
Accounting – Grants	Accuracy	1. Audit Findings	1. 0
Finance – Budget	Time Based	1. Provide North Harbor budget information by agreed upon dates	1. (date updated annually)
Finance – Financial Analysis	Time Based	1. Provide timely response and feedback regarding NWSA analyses, policies, or procedures.	1. Timely
Treasury – Investments	Management	1. Maintain investments consistent with investment guidelines, prioritizing Safety, Liquidity and Return of Principle, in that order.	1. 100% compliance

8) <u>Primary Contacts</u>:

a) NWSA – David Morrison

b) POS – Chris Wimsatt

It is expected that the identified contact people will communicate frequently, to coordinate the work, to confirm that services are being provided in a manner that meets service level expectations, and to evaluate monthly financial performance of actual vs. projected spending.

EXHIBIT POS - 02

Service Directive for Legal Services

by and between

Port of Seattle and The Northwest Seaport Alliance

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Seattle (POS) and The Northwest Seaport Alliance (NWSA).

1. **Purpose:**

   The purpose of this exhibit is to identify the services provided by the Port of Seattle with regard to Support Services listed above for The Northwest Seaport Alliance. This exhibit defines the mutually agreed upon scope of services, cost for services, charge methodology, and service level expectations to include performance measures and monitoring. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

2. **Time period:**

   This agreement is for calendar year 2027.

3. **Scope of Services to be provided by POS to The NWSA:**

   a) Legal Services

      i) Provide legal services to The NWSA associated with NWSA-licensed properties, contracts, projects managed in the North Harbor. Coordinate with NWSA legal support and outside counsel. The major areas POS attorneys will possibly cover include: public works, construction, land use, and environmental matters for the NWSA.

      ii) Provide legal services for project-specific environmental matters, litigation, specific claims, focused contract negotiations, etc.

      iii) In collaboration with NWSA in-house counsel, assist in coordinating services of outside counsel as appropriate.

4. Cost for Service and Charge Methodology – POS to The NWSA:

Service Area and Department # (Acct if appropriate)	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage, Fixed Amount, or Formula	2027 Budgeted Amount[2]
Attorney Services Dept# 1310	3.a.i-iii	Standard	Charge based on the standard allocation.	2.0%	$128,745
		Direct Charge	Any outside legal services charged through Port of Seattle		

5. Scope of Services to be provided by The NWSA to POS

a) None.

6. Cost for Service and Charge Methodology – NWSA to POS

a) None.

7. Service Level Expectations:

a) To Be Determined.

b) Performance Measures and Metrics:

This section outlines the performance measures and metrics upon which service under this SLA will be assessed. Shared Service Centers and Customers will negotiate the performance metric, frequency, customer, and provider service responsibilities associated with each performance measure.

Measurements of the Port of Seattle activities are critical to improving services and are the basis for cost recovery for services provided. The Port of Seattle and The Northwest Seaport Alliance have identified activities

[1] Method Options: Costs associated with support services will be charged to the Alliance as follows:
- Standard Fixed Percentage allocation – Set by Corporate F&B. Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project/Direct Charges – Charged to specific projects based on current procedures.
- Special Fixed Percentage allocation – Variable by department methodology but fixed for the year. Charges will be tracked and based on a fixed percentage as determined by the level of service.
- Flat/Fixed Amount – Charged as a fixed or flat amount agreed upon by all parties for the year.

[2] Amounts may include charges to other subclasses that allocate to NWSA. Preliminary budget amount – subject to final budget approval.

critical to meeting The NWSA's business requirements and have agreed upon how these activities will be assessed.

Service Area	Type of Measure[3]	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target

8. <u>Primary Contacts</u>:

a) NWSA – Dana Henderson

b) POS – Pete Ramels

It is expected that the identified contact people will communicate frequently, to coordinate the work, to confirm that services are being provided in a manner that meets service level expectations, and to evaluate monthly financial performance of actual vs. projected spending.

[3] Type of Measure Options:

- Time Based – measure is time bound – duration, frequency, by a specific date, etc.
- Management – measure dealing with or controlling issues, communications, or staff
- Accuracy – measure to have a specified level of accuracy to be measurable
- Other – measure that doesn't fit into category above

EXHIBIT POS - 03

Service Directive for Information & Communication Technology and Security Support Services

by and between

Port of Seattle and The Northwest Seaport Alliance

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Seattle (POS) and The Northwest Seaport Alliance (NWSA).

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Seattle with regard to Support Services listed above for The Northwest Seaport Alliance. This exhibit defines the mutually agreed upon scope of services, cost for services, charge methodology, and service level expectations to include performance measures and monitoring. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

2) Time period:

This agreement is for calendar year 2027.

3) Scope of Services to be provided by POS to The NWSA

a) Information Technology

i) Provide technology for the POS support service groups that will be providing services to the NWSA. This may include (but is not limited to): MAXIMO, CAD, Police Systems (including 911 dispatch), Financial Systems, Project Delivery System, Construction Document Management System, Contractor Management Systems, Debt Management System, Emergency Communications, Engineering Archives, Access Control ID Badge, and GIS, as well as PC, desktop software and technology infrastructure support for those groups that are providing support to the NWSA.

ii) Miscellaneous service requests or new Port owned equipment or software outside of services specifically listed in (i) will be charged on a time and materials basis.

b) Information Security

i) Provide cyber security protection, detection, and response services and business continuity and disaster recovery programs for the POS support service groups that will be providing services to the NWSA. This may include (but is not limited to): MAXIMO, CAD, Police Systems (including 911 dispatch), Financial Systems, Project Delivery System, Construction Document Management System, Contractor Management Systems, Debt Management System, Emergency Communications, Engineering Archives, Access Control ID Badge, and GIS, as well as PC, desktop software and technology infrastructure support for those groups that are providing support to the NWSA.

4) Cost for Service and Charge Methodology – POS to The NWSA:

Service Area and Department # (Acct if appropriate)	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage, Fixed Amount, or Formula	2027 Budgeted Amount[2]
Indirect Technology Support. Charges for POS service providers using technology while working for NWSA. Dept# 1910	3.a.i	Special. ICT costs allocated to subclasses of POS service groups which are then reallocated to NWSA as appropriate.	POS PC Counts for Infrastructure, PC Support and Service Desk. Systems Support Costs for Business Applications.	2.5%	$301,640
Dept# 1936		Special.	See above.	1.8%	$130,464
Dept# 1970		Special.	See above.	2.8%	$411,561
Direct Support Dept# 1910	3.a.ii	Direct Charge	Service requests or additional equipment requested from NWSA staff for miscellaneous IT services while they are at P69, or accessing Port of Seattle systems.	Time and materials	
Indirect Information Security Support. Charges for POS service providers while working for NWSA. Dept #1980	3.b.i	Special. Costs are allocated to subclasses of POS service groups which are then reallocated to NWSA as appropriate.	POS PC Counts	2.7%	$147,324

[1] Method Options: Costs associated with support services will be charged to the Alliance as follows:
- Standard Fixed Percentage allocation – Set by Corporate F&B. Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project/Direct Charges – Charged to specific projects based on current procedures.
- Special Fixed Percentage allocation – Variable by department methodology but fixed for the year. Charges will be tracked and based on a fixed percentage as determined by the level of service.
- Flat/Fixed Amount – Charged as a fixed or flat amount agreed upon by all parties for the year.

[2] Amounts may include charges to other subclasses that allocate to NWSA. Preliminary budget amount – subject to final budget approval.

5) Scope of Services to be provided by The NWSA to POS

a) None.

6) Cost for Service and Charge Methodology – NWSA to POS

a) None.

7) Service Level Expectations:

a) To Be Determined

b) Performance Measures and Metrics:

This section outlines the performance measures and metrics upon which service under this SLA will be assessed. Shared Service Centers and Customers will negotiate the performance metric, frequency, customer, and provider service responsibilities associated with each performance measure. The POS technology ticketing system, Freshservice, should be used to ensure visibility regarding an outage or service issue.

Service Area	Type of Measure[3]	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target

8) Primary Contacts:

a) NWSA – David Morrison

b) POS Information Technology – Matt Breed / Krista Sadler

It is expected that the identified contact people will communicate frequently, to coordinate the work, to confirm that services are being provided in a manner that meets service level expectations, and to evaluate monthly financial performance of actual vs. projected spending.

[3] Type of Measure Options:
- Time Based – measure is time bound – duration, frequency, by a specific date, etc.
- Management – measure dealing with or controlling issues, communications, or staff
- Accuracy – measure to have a specified level of accuracy to be measurable
- Other – measure that doesn't fit into category above

EXHIBIT POS - 04

Service Directive for External Relations Support Services

by and between

Port of Seattle and The Northwest Seaport Alliance

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Seattle (POS) and The Northwest Seaport Alliance (NWSA).

1) **Purpose:**

The purpose of this exhibit is to identify the services provided by the Port of Seattle with regard to Support Services listed above for The Northwest Seaport Alliance. This exhibit defines the mutually agreed upon scope of services, cost for services, charge methodology, and service level expectations to include performance measures and monitoring. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

2) **Time period:**

This agreement is for calendar year 2027.

3) **Scope of Services to be provided by POS to The NWSA**

a) Government Relations
   i) Represents the NWSA's legislative and transportation planning interests with local officials and staff and tribal governments in King County in collaboration with NWSA Government Affairs and Planning staff.

b) Community Relations
   i) Establish and maintain NWSA relationship with community organizations in King County to build support for the NWSA's mission and activities.

c) Communications
   i) Helps represent the NWSA to media.

4) **Cost for Service and Charge Methodology – POS to The NWSA:**

Service Area and Department # (Acct if appropriate)	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage, Fixed Amount, or Formula	2027 Budgeted Amount[2]
External Relations Dept# 1420	3.a	Fixed Amount	External Relations will provide services to The Northwest Seaport Alliance (NWSA) on issues and projects where the unique knowledge, capabilities and relationships of the POS homeport staff are essential to advancing NWSA business priorities and the Port of Seattle's Century Agenda objectives. The cost allocation is based on the estimated staff time supporting each operating division and the NWSA.		$110,000

[1] Method Options: Costs associated with support services will be charged to the Alliance as follows:
- Standard Fixed Percentage allocation – Set by Corporate F&B. Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project/Direct Charges – Charged to specific projects based on current procedures.
- Special Fixed Percentage allocation – Variable by department methodology but fixed for the year. Charges will be tracked and based on a fixed percentage as determined by the level of service.
- Flat/Fixed Amount – Charged as a fixed or flat amount agreed upon by all parties for the year.

[2] Preliminary budget amount – subject to final budget approval.

5) **Scope of Services to be provided by The NWSA to POS**

   a) None.

6) **Cost for Service and Charge Methodology – NWSA to POS**

   a) None.

7) **Service Level Expectations:**

   a) External Relations will provide any necessary services to the NWSA.

   b) Performance Measures and Metrics:

   This section outlines the performance measures and metrics upon which service under this SLA will be assessed. Shared Service Centers and Customers will negotiate the performance metric, frequency, customer, and provider service responsibilities associated with each performance measure.

   Measurements of the Port of Seattle activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Seattle and The Northwest Seaport Alliance have identified activities critical to meeting The NWSA's business requirements and have agreed upon how these activities will be assessed.

Service Area	Type of Measure[3]	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target
Government Relations	Management	Develop annual legislative agenda for MM to approve and make sufficient progress toward achieving goals within.	Sufficient Progress
Community Relations	Management	Develop annual community outreach plan and make sufficient progress toward achieving goals within. NWSA staff will serve as the lead for the NWSA Annual Breakfast as well as any unplanned NWSA events in the North harbor.	Sufficient Progress

[3] Type of Measure Options:
- Time Based – measure is time bound – duration, frequency, by a specific date, etc.
- Management – measure dealing with or controlling issues, communications, or staff
- Accuracy – measure to have a specified level of accuracy to be measurable
- Other – measure that doesn't fit into category above

Communications	Management	Assist in response to media requests in timely and professional manner. The POS maritime media officer will work alongside NWSA Communications on issues residing in the North harbor. POS staff will provide maritime clips to all commissioners and appropriate staff.	Timely

8) **Primary Contacts:**

a) NWSA – Ryan McFarland/Melanie Stambaugh Babst/Lindsay Wolpa

b) POS – Pearse Edwards

It is expected that the identified contact people will communicate frequently, to coordinate the work, to confirm that services are being provided in a manner that meets service level expectations, and to evaluate monthly financial performance of actual vs. projected spending. Port of Seattle Government Relations staff performing transportation planning service also will coordinate directly with NWSA's Senior Planning Manager, as appropriate.

EXHIBIT POS - 05

Service Directive for Portfolio Management Support Services

by and between

Port of Seattle and The Northwest Seaport Alliance

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Seattle (POS) and The Northwest Seaport Alliance (NWSA).

1) Purpose:

The purpose of this exhibit is to identify the services provided by and between the Port of Seattle and The Northwest Seaport Alliance with regard to the Support Services listed above. This exhibit defines the mutually agreed upon scope of services, cost for services, charge methodology, and service level expectations to include performance measures and monitoring. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

2) Time period:

This agreement is for the calendar year 2027.

3) Scope of Services to be provided by POS to The NWSA:

a) Utility, Street Use Permit & Miscellaneous Charges:

i) For NWSA-licensed properties in King County, POS staff will coordinate with utility billing/invoicing, and current routine reporting for accounts that may not be put in the NWSA's name and must remain in the name of the property owner. Such accounts include but are not limited to street use permits, King County noxious weed, and environmental charges associated with property taxes, water, and sewer accounts.

ii) For NWSA-licensed properties in King County, for utility meters and sub-meters managed by POS but also servicing NWSA licensed property, POS staff will read meters and provide tenant and/or NWSA reimbursements as necessary.

iii) Additional utility administration to include, calculate utility rates including service charges and communicate revised rates to the NWSA; assistance with utility account transitions and on-going utility account coordination; upon receipt of electronic copy of any new NWSA lease, license agreement or amendment, set-up or amend the Stormwater utility billing to be direct billed by the POS Stormwater Utility to NWSA tenants.

4) Scope of Services to be provided by The NWSA to POS

a) Utility and Lease and Data Reporting Services:

i) Provide electronic copies of all NWSA leases, license agreements and their amendments to POS to set-up or revise stormwater billing rules and collection assistance for delinquent stormwater utility accounts servicing NWSA tenants.

ii) Provide utility account information to POS upon request for purposes of, but not limited to, calculating annual rates, tracking property accounts and any utility data required for energy management reporting as necessary and assistance with utility account transitions and on-going utility account coordination.

iii) Provide cargo reporting services related to the POS grain terminal lease billing terms and conditions including monthly tracking and reporting of actual grain volumes by vessel reported to POS and research on crop and trade assumptions used for forecasting.

b) Third-party Agreements:

i) Provide management of NWSA third-party agreements located within the Terminal 46 POS premises.

Note: these services are not new and have been ongoing since the inception of the NWSA.

5) Cost for Service and Charge Methodology – POS to The NWSA and NWSA to POS

There shall be no charge for the services contemplated in this Service Directive. POS and NWSA agree that the scope of services provided to each entity is of comparable time and value. Therefore, POS and NWSA will exchange these services in lieu of a monetary cost.

6) Service Level Expectations:

a) Timely and accurate.

b) Performance Measures and Metrics:

This section outlines the performance measures and metrics upon which service under this SLA will be assessed. Shared Service Centers and Customers will negotiate the performance metric, frequency, customer, and provider service responsibilities associated with each performance measure.

Measurements of the Port of Seattle activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Seattle and The Northwest Seaport Alliance have identified activities critical to meeting The NWSA's business requirements and have agreed upon how these activities will be assessed.

Service Area	Type of Measure[1]	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target
Utilities and Lease Administration	Time-Based	Utility providers, SDOT and tax related fees are paid in a timely manner. Rate changes are provided to the NWSA in a timely manner.	N/A
Cargo Volume Reporting, Utilities, Lease Management	Time-Based	Provide reports relied upon by POS to confirm budget, billings and utility data. Lease Management of NWSA third-party Agreements. Agreements and utility documentation transmitted to the POS in a timely manner.	N/A

7) <u>Primary Contacts</u>:

a) NWSA – Jim Vo, Sr. Director Real Estate Asset Management; Tong Zhu, Chief Commercial & Strategy Officer

b) POS – Jennifer Maietta, Director Real Estate Asset Management

It is expected that the identified contact people will communicate frequently, to coordinate the work, to confirm that services are being provided in a manner that meets service level expectations, and to evaluate monthly financial performance of actual vs. projected spending.

[1] Type of Measure Options:

- Time Based – measure is time bound – duration, frequency, by a specific date, etc.
- Management – measure dealing with or controlling issues, communications, or staff
- Accuracy – measure to have a specified level of accuracy to be measurable
- Other – measure that doesn't fit into category above

EXHIBIT POS - 06

Service Directive for Capital Development Support Services

by and between

Port of Seattle and The Northwest Seaport Alliance

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Seattle (POS) and The Northwest Seaport Alliance (NWSA).

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Seattle with regard to Support Services listed above for The Northwest Seaport Alliance. This exhibit defines the mutually agreed upon scope of services, cost for services, charge methodology, and service level expectations to include performance measures and monitoring. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

2) Time period:

This agreement is for calendar year 2027.

3) Scope of Services to be provided by POS to The NWSA

a) Engineering (ENG) (Design, Construction Management, Survey)

i) POS staff may support The NWSA with engineering services for projects in King County. Services include Engineering Design, Tenant Improvement Request reviews, Construction Management & Construction Labor/Workforce, Construction Safety, Survey, Mapping & Utility Locating, and support for professional and public works contract procurement and execution of change orders. POS staff may also support NWSA owner/facilities needs and functions for properties in King County, including tasks such as condition assessments, facility evaluations, and other infrastructure-supporting work.

b) Port Construction Services (PCS)

i) NWSA may contract with Port Construction Services for small works construction services at NWSA-licensed properties in King County.

c) Waterfront Project Management (WPMG)

i) POS staff may support The NWSA with project delivery and program management for NWSA projects in King County. Services for projects start with capital planning and budgeting of new projects. WPMG project delivery processes include the following phases: initiation, planning, design, execution, any grant related work, grant administration, and closeout.

d) POS staff will provide capital development and project delivery services in accordance with the Memorandum of Understanding between Port of Seattle and Northwest Seaport Alliance for Project Delivery Services (attached to this Exhibit). The Memorandum of Understanding between Port of Seattle and Northwest Seaport Alliance for Project Delivery Services will be reviewed annually as part of this Inter-Local Agreement Exhibit.

e) When an emergency is declared by the NWSA for Licensed Property in King County pursuant to RCW 39.04.280, POS staff will concurrently initiate a Homeport emergency declaration, follow the POS Emergency Contracting Guidelines, and provide support services for the emergency to NWSA.

4) Cost for Service and Charge Methodology – POS to The NWSA:

Service Area and Department # (Acct if appropriate)	**Service Item** (from list above)	**Method of Charges**[1]	**Basis for Charge**	**Hourly Rate, Fixed Percentage, Fixed Amount, or Formula**	**2027 Budgeted Amount**[2]
Engineering Dept# O1600	3.a	Project Charge / Direct Charge (no project number)	Expense Projects & Project Costing overhead Service requests for miscellaneous services such as facility evaluations and assessments, business planning support, field survey, mapping and utility locate, Tenant Improvement submittal reviews and unexpected permit support	Hourly Rate/Time and materials	$472,154

[1] Method Options: Costs associated with support services will be charged to the Alliance as follows:
- Standard Fixed Percentage allocation – Set by Corporate F&B. Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project/Direct Charges – Charged to specific projects based on current procedures.
- Special Fixed Percentage allocation – Variable by department methodology but fixed for the year. Charges will be tracked and based on a fixed percentage as determined by the level of service.
- Flat/Fixed Amount – Charged as a fixed or flat amount agreed upon by all parties for the year.

[2] Amounts may include charges to other subclasses that allocate to NWSA. Preliminary budget amount – subject to final budget approval.

	3.a	Special	Based on support services and activities provided by staff to each operating division and NWSA.	5.55%	$371,948
Port Construction Services Dept# 1700	3.b	Project Charge	Expense Projects, Direct Charge & Project Costing overhead	Time and materials	
	3.b	Special	Based on support services and activities provided by staff to each operating division and NWSA.	5%	$180,324
PCS Direct Support Dept# 1700	3.a	Direct Charge	Service requests for miscellaneous services such as Tenant Improvement submittal reviews and unexpected permit support.	Time and materials	
Waterfront Project Management Dept# 6260	3.c	Project Charge / Direct Charge (no project number)	Expense Projects and Direct Charges & Direct Charge Markup Exp. Service requests for miscellaneous services such as Tenant Improvement submittal reviews and unexpected permit and capital/business planning support.	Time and materials	$$1,652,811
	3.c	Special	Based on support services and activities provided by staff to each operating division and NWSA.	37.91%	$814,528

**Amounts identified in this table reflect only the Operating Budget and do not include the Capital Budget spending.*

5) <u>Scope of Services to be provided by The NWSA to POS</u>

a) None

6) <u>Cost for Service and Charge Methodology – NWSA to POS</u>

a) None.

7) Service Level Expectations:

a) Will provide any necessary services to the NWSA.

b) NWSA staff will abide by the Memorandum of Understanding between Port of Seattle and Northwest Seaport Alliance for Project Delivery Services in supporting overall delivery of projects and programs.

c) Approval: All services provided by POS for the NWSA shall be approved and authorized by the NWSA. The NWSA Master Policy is the controlling document for authorization of projects.

d) Performance Measures and Metrics:

This section outlines the performance measures and metrics upon which service under this SLA will be assessed. Shared Service Centers and Customers will negotiate the performance metric, frequency, customer, and provider service responsibilities associated with each performance measure.

Measurements of the Port of Seattle activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Seattle and The Northwest Seaport Alliance have identified activities critical to meeting The NWSA's business requirements and have agreed upon how these activities will be assessed.

Service Area	Type of Measure[3]	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target
Conformance with appropriate and applicable policies and procedures	Management	Projects appropriately authorized and work completed in accordance with appropriate policies and procedures	0 Deficiencies reported on the Compliance Report
Scope	Accuracy	Project definitions, as defined in the basis of design or 30% design documents, are accurate and complete	Properly documented

[3] Type of Measure Options:
- Time Based – measure is time bound – duration, frequency, by a specific date, etc.
- Management – measure dealing with or controlling issues, communications, or staff
- Accuracy – measure to have a specified level of accuracy to be measurable
- Other – measure that doesn't fit into category above

Budget	Accuracy	Projects are completed within authorized amounts	Project spending does not exceed current authorization
Schedule	Accuracy	Work is delivered on time	Schedules are developed and agreed to by all parties

8) <u>Primary Contacts:</u>

a) NWSA – Thais Howard

b) POS:

i) Engineering – Janice Zahn & Heather Munden
ii) Project Management – Genevieve Pla-Rucki
iii) Port Construction Services – Jermaine Murray & Christopher Clemetson

It is expected that the identified contact people will communicate frequently, to coordinate the work, to confirm that services are provided in a manner that meets service level expectations, and to evaluate monthly financial performance of actual vs. projected spending.

EXHIBIT POS – 07A

Service Directive for Port of Seattle Police Support Services

by and between

Port of Seattle and The Northwest Seaport Alliance

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Seattle (POS) and The Northwest Seaport Alliance (NWSA).

1) **Purpose:**

The purpose of this exhibit is to identify the services provided by the Port of Seattle with regard to Support Services listed above for The Northwest Seaport Alliance. This exhibit defines the mutually agreed upon scope of sevices, cost for services, charge methodology, and service level expectations to include performance measures and monitoring. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

2) **Time period:**

This agreement is for calendar year 2027.

3) **Scope of Services to be provided by POS to The NWSA**

a) Port of Seattle Police

i) The NWSA will contract with POS Port Police for services at NWSA-licensed properties in King County as well as NWSA Mitigation Parks, which includes:

(1) Terminals

(a) Terminal 5
(b) Terminal 10
(c) Terminal 18
(d) Terminal 25
(e) Terminal 30
(f) Terminal 46
(g) Terminal 103
(h) Terminal 104
(i) Terminal 105
(j) Terminal 106
(k) Terminal 107
(l) Terminal 108
(m) Terminal 115

(2) Mitigation Parks

(a) Jack Block Park
(b) Jack Perry Park

(c) SW Spokane Noise Wall
(d) Harbor Ave Berm
(e) Turning Basin 3
(f) 8th Ave South Park
(g) Terminal 18 Park
(h) Terminal 105 Park
(i) Terminal 107 Park

ii) Services include, but are not limited to:
(1) General Patrol
(2) Traffic Management
(3) Incident Response
(4) Crowd Management
(5) Community Participation
(6) Itinerant trespassing

4) **Cost for Service and Charge Methodology – POS to The NWSA:**

Service Area and Department # (Acct if appropriate)	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage, Fixed Amount, or Formula	2027 Budgeted Amount[2]
Police Dept# 4300	3.a	Special	Total hours split between time spent for AV or Seaport units from the Police scheduling system. Seaport calls/services are then categorized by either Maritime or NWSA properties from data provided by Police CAD system from July 2024 through June 2025.	5.96%	$2,940,845

[1] Method Options: Costs associated with support services will be charged to the Alliance as follows:
- Standard Fixed Percentage allocation – Set by Corporate F&B. Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project/Direct Charges – Charged to specific projects based on current procedures.
- Special Fixed Percentage allocation – Variable by department methodology but fixed for the year. Charges will be tracked and based on a fixed percentage as determined by the level of service.
- Flat/Fixed Amount – Charged as a fixed or flat amount agreed upon by all parties for the year

[2] Preliminary budget amount – subject to final budget approval.

5) **Scope of Services to be provided by The NWSA to POS**

   a) None.

6) **Cost for Service and Charge Methodology – NWSA to POS**

   a) None.

7) **Service Level Expectations:**

   a) Port of Seattle Police will provide any necessary services to the NWSA.

   b) Performance Measures and Metrics:

   This section outlines the performance measures and metrics upon which service under this SLA will be assessed. Shared Service Centers and Customers will negotiate the performance metric, frequency, customer and provider service responsibilities associated with each performance measure.

   Measurements of the Port of Seattle activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Seattle and The Northwest Seaport Alliance have identified activities critical to meeting The NWSA's business requirements and have agreed upon how these activities will be assessed.

Service Area	Type of Measure[3]	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target
General Patrol	Time Based	Daily frequency	3x / day
Traffic mgmt	Management	On Call	Until trucks clear
Incident response	Management	On Call	Until resolved
Crowd Mgmt	Management	On Call	Until resolved
Community mtg participation	Management	On Call	Attend
Itinerant Intervention	Time Based	Contact and referral to City	Within 24 hours

8) **Primary Contacts:**

   a) NWSA – Don Esterbrook

   b) POS – Michael Villa, Sean Gillebo

[3] Type of Measure Options:
- Time Based – measure is time bound – duration, frequency, by a specific date, etc.
- Management – measure dealing with or controlling issues, communications, or staff
- Accuracy – measure to have a specified level of accuracy to be measurable
- Other – measure that doesn't fit into category above

It is expected that the identified contact people will communicate frequently, to coordinate the work, to confirm that services are being provided in a manner that meets service level expectations, and to evaluate monthly financial performance of actual vs. projected spending.

EXHIBIT POS – 7B

Service Directive for Security Support Services

by and between

Port of Seattle and The Northwest Seaport Alliance

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Seattle (POS) and The Northwest Seaport Alliance (NWSA) for Calendar Year 2027.

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Seattle with regard to Support Services listed above for The Northwest Seaport Alliance. This exhibit defines the mutually agreed upon scope of services, cost for services, charge methodology, and service level expectations to include performance measures and monitoring. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

2) Time period:

This agreement is for calendar year 2027.

3) Scope of Services and Costs for Service:

a) Security Support Services to be provided by POS to The NWSA include the following:

i. POS will manage contract security services as needed at NWSA-licensed properties in King County. Those contract security charges will be billed to NWSA.

ii. Maintain compliance with the Maritime Transportation Security Act (MTSA) at all properties.

iii. Maintain security personnel services for properties to provide for the protection of the asset from theft, vandalism, and other criminal activities.

iv. Maintain security personnel services and U.S. Coast Guard required Facility Security Plan (FSP) for properties to maintain compliance with MTSA and applicable laws, regulations, policies, and procedures.

v. Provide emergency management services to ensure continuity of operations, mitigation of hazards and coordinated responses to planned and unplanned emergent/emergency events.

vi. Maintain liaison with Federal, State, County, City and other governmental and law enforcement agencies for legal/regulatory compliance and emergency management, to include act as representative for Maritime Security Committees.

vii. Maintain the ability of the facilities to communicate effectively on the Port of Seattle Radio System through radios provide by the Port of Seattle and operated through a

Memorandum of Agreement with the tenants as part of the emergency management and security program.

viii. Coordinate drills and exercises of security plans and emergency management activities with all Port of Seattle Maritime Properties and the appropriate federal, state, and local authorities in order to maintain regulatory/legal requirements and operational readiness.

ix. Represent the Port of Seattle and all Maritime properties and activities at the U.S. Coast Guard Area Maritime Security Committee.

x. Represent Washington State Public Ports on the Puget Sound Harbor Safety Committee.

xi. Where appropriate, maintain Port of Seattle access control program and infrastructure for access to facilities in compliance with U.S. Coast Guard regulations.

xii. Where appropriate, maintain Port of Seattle video surveillance program and infrastructure for video surveillance of Port of Seattle properties.

xiii. Maintain Port of Seattle 24 hour a day, 7 day a week Duty Officer response telephone number for security and emergencies (206) 787-3688.

xiv. Where appropriate, provide safety, security and emergency management training for Port of Seattle personnel, contractors, vendors, and tenants.

xv. Where appropriate, maintain the Port of Seattle TWIC program for maritime facilities.

4) Cost for Service and Charge Methodology – POS to The NWSA:

Service Area and Department # (Acct if appropriate)	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage, Fixed Amount, or Formula	2027 Budgeted Amount[2]
Contract Security Services (Maritime Security) Dept# 6910	3.a	Direct Charges	Budget/Actual expenditures for contract security at NWSA-licensed properties (T30, T46).		$1,334,488
	3.a	Special	Variable Driven Charge allocation for department expense	29.15%	$518,948
Dept# 6910	3.b	Special (passthrough 6114)	Security for NWSA Mitigation Parks	100%	$78,319

[1] Method Options: Costs associated with support services will be charged to the Alliance as follows:
- Standard Fixed Percentage allocation – Set by Corporate F&B. Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project/Direct Charges – Charged to specific projects based on current procedures.
- Special Fixed Percentage allocation – Variable by department methodology but fixed for the year. Charges will be tracked and based on a fixed percentage as determined by the level of service.
- Flat/Fixed Amount – Charged as a fixed or flat amount agreed upon by all parties for the year.

[2] Amounts may include charges to other subclasses that allocate to NWSA. Preliminary budget amount – subject to final budget approval.

5) Scope of Contract Security Services to be provided by The NWSA to POS:

a) Contract security guard services at Terminals 30 and 46 to provide for perimeter security, deterrence of theft, vandalism, criminal activity in the preservation of the value of the asset, and compliance with USCG MTSA requirements.

b) Contract security guard services at other NWSA facilities not occupied by a tenant to prevent theft, vandalism, and criminal activity in the preservation of the value of the asset, and compliance with USCG MTSA requirements as applicable.

6) Service Level Expectations:

a) Monthly billing statements for security personnel to be provided by the Port of Seattle Maritime Security program to the NWSA for services provided.

b) The Port of Seattle provides 24 hour a day, 7 days a week security and emergency response via the Maritime Duty Officer telephone number (206) 787-3688.

c) Other service level expectations to be determined as needed.

7) Primary Contacts:

a) NWSA – Don Esterbrook

b) POS – Russ Read

It is expected that the identified contact people will communicate frequently, to coordinate the work, to confirm that services are being provided in a manner that meets service level expectations, and to evaluate monthly financial performance of actual vs. projected spending.

EXHIBIT POS - 08

Service Directive for Marine Maintenance and Waterfront Facilities Support Services

by and between

Port of Seattle and The Northwest Seaport Alliance

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Seattle (POS) and The Northwest Seaport Alliance (NWSA).

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Seattle with regard to Support Services listed above for The Northwest Seaport Alliance. This exhibit defines the mutually agreed upon scope of services, cost for services, charge methodology, and service level expectations to include performance measures and monitoring. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

2) Time period:

This agreement is for calendar year 2027.

3) Scope of Services to be provided by POS to The NWSA

a) Waterfront Facilities

i) The NWSA will contract with Waterfront Facilities to manage maintenance services performed by Marine Maintenance and provide facility and infrastructure asset management support at NWSA license properties in King County.

ii) Other to be determined.

b) Marine Maintenance: POS Vehicle Use by NWSA Approved Staff

i) The NWSA shall indemnify the Port of Seattle for all damages, claims, or injuries resulting from the use of a Port vehicle. The Port self-insures its fleet for liability (damages for property or bodily injury we owe to an injured party) and physical damage to the fleet. All damages, whether to the vehicle itself or paid to an injured third party - that result from when a NWSA driver is using a Port vehicle, shall be indemnified back to the Port, by the NWSA. If a third-party driver (not the NWSA driver) is liable for damages to the Port (i.e. Port is injured party), the Port will recover damages that it's owed from the liable third party to the extent possible. However, any damages not recovered will be reimbursed to the Port from the NWSA. The Port recognizes that the NWSA has vehicle or auto insurance however that insurance applies on an excess basis to all vehicles other than those owned by the NWSA. The vehicles who NWSA will be driving are Port owned and self-insured by the Port. However, regardless of whether the NWSA has insurance that applies to

pay for damages, it's the responsibility of the NWSA to indemnify the Port for any and all damages incurred while a NWSA driver is driving a Port vehicle. The lack of insurance or an exclusion in a NWSA auto/vehicle policy of insurance does not override the NWSA's responsibility to pay for all damages that result from use of a Port vehicle.

ii) All NWSA staff who operate POS vehicles assigned to Terminal 46 shall meet the following criteria and conform to the following processes. NWSA drivers shall:

(1) Have passed scrutiny of the POS Risk Management department (Driving Abstract, EX-14 read and sign) prior to using POS vehicles.

(2) Maintain a valid Washington State driver license.

(3) Notify POS Risk Management and POS Marine Maintenance Fleet and Transportation Manager in the event of any collision, vandalism/damage, or any moving or parking violations, as they occur.

(4) Use POS vehicles only for NWSA business purposes, no personal use is permitted.

(5) Not use POS vehicles overnight, out of state, or park overnight anywhere other than Terminal 46 without prior written approval by POS Risk Management.

(6) Log every use of POS vehicles, and provide those logs to the MM Fleet and Transportation Manager monthly.

(7) Report any vehicle defects immediately to the MM Fleet and Transportation Manager or their identified support staff.

(8) Not operate any POS vehicle that is suspected of having a mechanical or safety issue, or that has warning lights illuminated in the dashboard.

(9) Not loan POS vehicles to contractors, sub-contractors, interns, or other staff who have not been approved to operate POS vehicles by POS Risk Management.

4) Cost for Service and Charge Methodology – POS to The NWSA:

Service Area and Department # (Acct if appropriate)	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage, Fixed Amount or Formula	2027 Budgeted Amount[2]
Waterfront Facilities Dept# 6251	3.a	Project Charge / Direct Charge (no project number)	Manage maintenance services performed by Marine Maintenance. Provide facility and infrastructure asset management support	Time and materials	$202,570
Waterfront Facilities Dept# 6251	3.a	Special	Based on support services and activities provided by staff to each operating division and NWSA.	5.17%	$117,348
Marine Maintenance Dept# 6280	3.a	Project Charges	Project and other work as budgeted in 2027 Operating Budget. Actual charges will be for actual projects and work performed.		$1,813,956
	3.a	Special	To be based on historical 5Y proportion of actual spending of work performed for NWSA, Maritime, Stormwater, and Economic Development Divisions.	13.22%	$3,642,761

[1] Method Options: Costs associated with support services will be charged to the Alliance as follows:
- Standard Fixed Percentage allocation – Set by Corporate F&B. Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project/Direct Charges – Charged to specific projects based on current procedures.
- Special Fixed Percentage allocation – Variable by department methodology but fixed for the year. Charges will be tracked and based on a fixed percentage as determined by the level of service.
- Flat/Fixed Amount – Charged as a fixed or flat amount agreed upon by all parties for the year.

[2] Amounts may include charges to other subclasses that allocate to NWSA. Preliminary budget amount – subject to final budget approval.

NWSA Mitigation Parks Dept# 6114	3.a	Special	Project and other work as budgeted in 2027 Operating Budget. Actual charges will be for actual projects and work performed.		

Scope of Services to be provided by The NWSA to POS

a) None.

5) Cost for Service and Charge Methodology – The NWSA to POS

a) None.

6) Service Level Expectations:

a) To be determined.

b) Performance Measures and Metrics:

This section outlines the performance measures and metrics upon which service under this SLA will be assessed. Shared Service Centers and Customers will negotiate the performance metric, frequency, customer, and provider service responsibilities associated with each performance measure.

Measurements of the Port of Seattle activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Seattle and The Northwest Seaport Alliance have identified activities critical to meeting The NWSA's business requirements and have agreed upon how these activities will be assessed.

Service Area	Type of Measure[3]	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target

[3] Type of Measure Options:
- Time Based – measure is time bound – duration, frequency, by a specific date, etc.
- Management – measure dealing with or controlling issues, communications, or staff
- Accuracy – measure to have a specified level of accuracy to be measurable
- Other – measure that doesn't fit into category above

7) Primary Contacts:

a) NWSA – Don Esterbrook

b) POS – Shannon Zink (Facilities) and Presley Morrissey (Marine Maintenance)

It is expected that the identified contact people will communicate frequently, to coordinate the work, to confirm that services are being provided in a manner that meets service level expectations, and to evaluate monthly financial performance of actual vs. projected spending.

EXHIBIT POS - 09

Service Directive for Central Procurement Office Support Services

by and between

Port of Seattle and The Northwest Seaport Alliance

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Seattle (POS) and The Northwest Seaport Alliance (NWSA).

1) **Purpose:**

The purpose of this exhibit is to identify the services provided by the Port of Seattle with regard to Support Services listed above for The Northwest Seaport Alliance. This exhibit defines the mutually agreed upon scope of services, cost for services, charge methodology, and service level expectations to include performance measures and monitoring. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

2) **Time period:**

This agreement is for calendar year 2027.

3) **Scope of Services to be provided by POS to The NWSA in the North Harbor**

a) Central Procurement

i) Provide procurement services associated with NWSA projects managed through POS system in King County.

ii) The NWSA Chief Executive Officer delegates authority to Port of Seattle's Director of Central Procurement Office to execute contracts, change orders, work authorizations, service directives, and Job Order Contract Work Orders on behalf of and as an agent for NWSA for NWSA contracts managed by Port of Seattle staff. The NWSA Delegation of Authority Master Policy applies to all NWSA contracts and projects, including any NWSA contract managed by Port of Seattle staff.

4) **Cost for Service and Charge Methodology – POS to The NWSA:**

Service Area and Department # (Acct if appropriate)	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage Fixed Amount, or Formula	2027 Budgeted Amount[2]
CPO Construction (purchasing/consulting if related to projects) Dept# 1680	3.a	Standard	Use Project Costing Charge first. The vast amount of our work is Capital with some Expense.	2.32%	$16,087
Central Procurement Office Dept# 9205	3.a	Standard	Charge based on the standard allocation.	2.32%	$182,022

5) **Scope of Services to be provided by The NWSA to POS**

The NWSA may use South Harbor procurement and contract capability if the NWSA requires work (as defined in Exhibit POS-06) to be managed by the NWSA, subject to the following:

a) The contract value, including option years, must not exceed $1,000,000 for North harbor specific work.
b) This does not apply to projects managed by POS staff.

6) **Cost for Service and Charge Methodology – NWSA to POS**

a) None.

7) **Service Level Expectations:**

[1] Method Options: Costs associated with support services will be charged to the Alliance as follows:
- Standard Fixed Percentage allocation – Set by Corporate F&B. Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project/Direct Charges – Charged to specific projects based on current procedures.
- Special Fixed Percentage allocation – Variable by department methodology but fixed for the year. Charges will be tracked and based on a fixed percentage as determined by the level of service.
- Flat/Fixed Amount – Charged as a fixed or flat amount agreed upon by all parties for the year.

[2] Amounts may include charges to other subclasses that allocate to NWSA. Preliminary budget amount – subject to final budget approval.

a) Service will be provided as needed where POS Central Procurement Office can aid and assist Alliance efforts through direct procurements, allowing use of POS contracts or working collectively on mutual procurements, and emergent needs.

b) Performance Measures and Metrics:

This section outlines the performance measures and metrics upon which service under this SLA will be assessed. Shared Service Centers and Customers will negotiate the performance metric, frequency, customer, and provider service responsibilities associated with each performance measure.

Measurements of the Port of Seattle activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Seattle and The Northwest Seaport Alliance have identified activities critical to meeting The NWSA's business requirements and have agreed upon how these activities will be assessed.

Service Area	Type of Measure[3]	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target
Services (includes Professional, Personal, and Purchased services as well as the purchase of goods related to Public Works Projects		Provide services related to Public Works based on a mutually agreed upon schedule where staffing availability, existing contracts, and procurement efficiencies can be realized in both Harbors regarding Alliance initiatives impacting both Harbors.	Meet mutually agreed upon schedule 80% of the time.
Services (includes Professional, Personal, and Purchased services as well as the purchase of goods)		Provide services based on a mutually agreed upon schedule where staffing availability, existing contracts, and procurement efficiencies can be realized in both Harbors. This does not include normal MRO and routine warehouse stock replenishment conducted by Storekeepers and Maintenance staff.	Meet mutually agreed upon schedule 80% of the time.

[3] Type of Measure Options:
- Time Based – measure is time bound – duration, frequency, by a specific date, etc.
- Management – measure dealing with or controlling issues, communications, or staff
- Accuracy – measure to have a specified level of accuracy to be measurable
- Other – measure that doesn't fit into category above

Public Works Contracts		Provide Public Works based on a mutually agreed schedule. Construction will remain the responsibility of the Home Port unless work is managed by the NWSA.	Meet mutually agreed upon schedule 80% of the time.

8) **Primary Contacts:**

a) NWSA – David Morrison

b) POS – Sofia Mayo

It is expected that the identified contact people will communicate frequently, to coordinate the work, to confirm that services are being provided in a manner that meets service level expectations, and to evaluate monthly financial performance of actual vs. projected spending.

EXHIBIT POS - 10

Service Directive for Managing Member/Commission Support Services

by and between

Port of Seattle and The Northwest Seaport Alliance

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Seattle (POS) and The Northwest Seaport Alliance (NWSA).

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Seattle with regard to Support Services listed above for The Northwest Seaport Alliance. This exhibit defines the mutually agreed upon scope of services, cost for services, charge methodology, and service level expectations to include performance measures and monitoring. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

2) Time period:

This agreement is for the calendar year 2027.

3) Scope of Services to be provided by POS to The NWSA

a) Managing Member/Commission Support

i) The PDA shall be governed by its Managing Members who will carry out the provisions of RCW 53.08 by overseeing the business of the PDA, setting policy and strategic direction for the NWSA in both internal and external matters and provide for their implementation.

ii) The Managing Members shall meet at least quarterly and may hold executive sessions to consider matters enumerated in RCW 42.30 or privileged matters recognized by law. POS will provide the NWSA with use of the commission chambers, conference center, and common use space at Pier 69 and the Airport for Managing Member meetings at no cost. This will include providing parking access for Managing Member Meetings.

iii) Oversee The Northwest Seaport Alliance Charter and other formation documents.

(1) Costs include commission salary, benefits, and major community memberships.

iv) Commission travel for NWSA business will be included in the NWSA Commission Department budget and actuals.

v) POS Commission staff will coordinate closely with NWSA staff to provide support for NWSA Managing Member meeting coordination.

vi) POS Commission staff will coordinate closely with NWSA staff to provide weekly support for issues management, scheduling, travel arrangements and production of briefings, outreach materials, event support, document signatures and other emergent activities as necessary.

b) NWSA specific travel

i) Commission travel for NWSA business not paid for directly by the NWSA will be direct charged to the NWSA.

4) Cost for Service and Charge Methodology – POS to The NWSA:

Service Area and Department (Acct if appropriate)	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage, Fixed Amount or Formula	2027 Budgeted Amount[2]
Commission Office Dept #1200	3.a	Fixed Amount	Based upon agreed amount of $250,000 per year.		$250,000
	3.b	Direct	NWSA specific travel expenses paid by NWSA	Actual	

5) Scope of Services to be provided by The NWSA to POS

a) None.

6) Cost for Service and Charge Methodology – NWSA to POS

a) None.

[1] Method Options: Costs associated with support services will be charged to the Alliance as follows:
- Standard Fixed Percentage allocation – Set by Corporate F&B. Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project/Direct Charges – Charged to specific projects based on current procedures.
- Special Fixed Percentage allocation – Variable by department methodology but fixed for the year. Charges will be tracked and based on a fixed percentage as determined by the level of service.
- Flat/Fixed Amount – Charged as a fixed or flat amount agreed upon by all parties for the year.

[2] Amounts may include charges to other subclasses that allocate to NWSA. Preliminary budget amount – subject to final budget approval.

7) Service Level Expectations:

a) Will provide any necessary services to the NWSA.

b) Performance Measures and Metrics:

This section outlines the performance measures and metrics upon which service under this SLA will be assessed. Shared Service Centers and Customers will negotiate the performance metric, frequency, customer and provider service responsibilities associated with each performance measure.

Measurements of the Port of Seattle activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Seattle and The Northwest Seaport Alliance have identified activities critical to meeting The NWSA's business requirements and have agreed upon how these activities will be assessed.

Service Area	Type of Measure[3]	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target
Managing Member Support	Other	Managing Member administrative support such as calendaring, briefings, materials dissemination, travel, policy and media coordination.	Weekly coordination
Managing Member – Meeting Frequency	Other	Managing Member shall meet at least quarterly and may hold executive sessions to oversee the business of the PDA, set policy and strategic direction for the NWSA.	At least Quarterly
Managing Member – Compliance	Other	Managing Member will carry out the provisions of the PDA in RCW 53.08 and RCW 42.30.	100% compliance
Managing Member – Meeting Attendance	Other	Three or more commissioners from each homeport present at Managing Member meetings.	100% of MM Meetings

[3] Type of Measure Options:
- Time Based – measure is time bound – duration, frequency, by a specific date, etc.
- Management – measure dealing with or controlling issues, communications, or staff
- Accuracy – measure to have a specified level of accuracy to be measurable
- Other – measure that doesn't fit into category above

8) Primary Contacts:

a) NWSA – Leilani Berinobis

b) POS – Aaron Pritchard

It is expected that the identified contact people will communicate frequently, to coordinate the work, to confirm that services are being provided in a manner that meets service level expectations, and to evaluate monthly financial performance of actual vs. projected spending.

EXHIBIT POS - 11

Service Directive for Pier 69 Facilities Management Support Services

by and between

Port of Seattle and The Northwest Seaport Alliance

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Seattle (POS) and The Northwest Seaport Alliance (NWSA).

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Seattle with regard to Support Services listed above for The Northwest Seaport Alliance. This exhibit defines the mutually agreed upon scope of services, cost for services, charge methodology, and service level expectations to include performance measures and monitoring. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

2) Time period:

This agreement is for the calendar year 2027.

3) Scope of Services to be provided by POS to The NWSA

a) Pier 69 Facilities Management

i) POS will provide fully serviced office space, conference space and common use space for those POS service groups housed at Pier 69 that provide services to NWSA. POS will provide three (3) hotel desks at Pier 69 for occasional use by NWSA staff.

ii) POS will provide the NWSA with use of the commission chambers, conference center, and common use space at Pier 69.

iii) POS will provide NWSA employees visiting Pier 69 with parking access at the Bell Street Garage.

4) Cost for Service and Charge Methodology – POS to The NWSA:

Service Area and Department # (Acct if appropriate)	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage, Fixed Amount, or Formula	2027 Budgeted Amount[2]
Pier 69 Facilities Management Dept #2510	3.a	Special	Allocation based on corporate allocations for some larger departments, and default corporate allocations for others, of office space occupied by Central Services groups. Allocation based on operating and maintenance cost only, not capital improvements.	4.35%	$81,972

5) Scope of Services to be provided by The NWSA to POS

a) None.

6) Cost for Service and Charge Methodology – NWSA to POS

a) None.

7) Service Level Expectations:

a) Pier 69 Facilities Management will provide NWSA with the same high level of service it provides to the POS.

b) POS employees and NWSA employees visiting Pier 69 will be subject to the same policies and procedures with respect to requesting and receiving facility management services.

[1] Method Options: Costs associated with support services will be charged to the Alliance as follows:
- Standard Fixed Percentage allocation – Set by Corporate F&B. Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project/Direct Charges – Charged to specific projects based on current procedures.
- Special Fixed Percentage allocation – Variable by department methodology but fixed for the year. Charges will be tracked and based on a fixed percentage as determined by the level of service.
- Flat/Fixed Amount – Charged as a fixed or flat amount agreed upon by all parties for the year.

[2] Amounts may include charges to other subclasses that allocate to NWSA. Preliminary budget amount – subject to final budget approval.

c) Performance Measures and Metrics:

This section outlines the performance measures and metrics upon which service under this SLA will be assessed. Shared Service Centers and Customers will negotiate the performance metric, frequency, customer, and provider service responsibilities associated with each performance measure.

Measurements of the Port of Seattle activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Seattle and The Northwest Seaport Alliance have identified activities critical to meeting The NWSA's business requirements and have agreed upon how these activities will be assessed.

Service Area	Type of Measure[3]	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target

8) Primary Contacts:

a) NWSA – David Morrison

b) POS – Teresa Cook / Susie Archuleta

It is expected that the identified contact people will communicate frequently, to coordinate the work, to confirm that services are being provided in a manner that meets service level expectations, and to evaluate monthly financial performance of actual vs. projected spending.

[3] Type of Measure Options:

- Time Based – measure is time bound – duration, frequency, by a specific date, etc.
- Management – measure dealing with or controlling issues, communications, or staff
- Accuracy – measure to have a specified level of accuracy to be measurable
- Other – measure that doesn't fit into category above

EXHIBIT POS - 12

Service Directive for Environmental Services & Planning Support Services

by and between

Port of Seattle and The Northwest Seaport Alliance

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Seattle (POS) and The Northwest Seaport Alliance (NWSA).

1) **Purpose:**

The purpose of this exhibit is to identify the services provided by the Port of Seattle Maritime Environment and Sustainability department staff (POS staff) with regard to Support Services listed in the title for The Northwest Seaport Alliance. This exhibit defines the mutually agreed upon scope of services, cost for services, charge methodology, and service level. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

2) **Time period:**

This agreement is for calendar year 2027.

3) **Scope of Services to be provided by POS to The NWSA**

a) Environmental Services Administration

i) Overall administration of environmental programs that support coordination with and delivery of services to NWSA.

b) Environment, Planning & Sustainability Services

Core Services to be provided by POS to NWSA

POS staff provides a range of tactical environmental and sustainability services to NWSA that are necessary for maintaining our collective "license to operate." These services include:

i) Programmatic permit development and administration: Develop and secure programmatic permits that benefit NWSA projects. These include programmatic permits for pile systems repair and maintenance, shoreline stabilization, maintenance dredging, stormwater outfalls, etc.

ii) General compliance: Prepare required permit compliance manuals and establish protocol and triggers for project reporting. Maintain SharePoint workflows and Permit Compliance Tracking System (LocusTech).

iii) SEPA administration (lead agency): Provide administration to run SEPA and NEPA review for capital and expense projects (billed time to each project) and at the request of a NWSA for tenant projects (direct charge).

iv) Agency and stakeholder communication/consultations: Respond to calls and requests for information outside of a specific capital project (bill time to project).

v) Tribal relationships, engagement, negotiations: Maintain excellent working relationships with Treaty-tribes and support negotiations related to in-water work for NWSA projects.

vi) Lease reviews: Review leases and other transaction documents to ensure compliance with regulations, Port policies, environmental "best practices", and agreements.

vii) US Coast Guard Expansion: Provide assistance and advocacy, including internal and Coast Guard coordination, SEPA/NEPA comments, and responses to information requests. If there is additional support necessary, we will setup a separate project and agreement (bill time to project).

viii) Contract Procurement/Management: Procure and manage contracts needed to ensure that a full range of environmental services are available to support NWSA projects as needed.

ix) WRDA coordination: Meet with USACE staff regularly to review status of all current and future NWSA projects in the North Harbor and maintain relationships that ensure a high level of service under WRDA.

x) Nuisance wildlife management: Provide on-call service for NWSA properties to address wildlife related problems and respond to and addresses issues that include but are not limited to osprey nests on utility poles, racoons in catch basins, peregrine falcons in warehouses, removal of deceased marine mammals, and terns nesting on rooftops.

xi) Spill response: Provide 24/7 on-call spill response for NWSA properties.

xii) Derelict vessel response: Provide 24/7 on-call service to respond to derelict vessels that exist at or threaten NWSA facilities.

xiii) Hazardous material response: Provide hazardous material assessment, illicit discharge response, and manage hazardous material disposal on NWSA projects when needed.

xiv) Regulatory expertise and relationships: Provide expertise and relationships related to regulations, policies, procedures and staff at the following agencies/tribes: Seattle Department of Construction and Inspection; Seattle Office of Planning and Community Development; Seattle Department of Transportation; Seattle City Light; Seattle Public Utilities; Seattle City Council; Seattle Office of the Waterfront; Seattle Mayor's Office; King County Department of Permitting & Environmental Review; U.S. Army Corps of Engineers; Washington State Departments of Ecology, Natural Resources, and Fish & Wildlife; NOAA/National Marine Fisheries Service; US Fish & Wildlife Service; Environmental Protection Agency; Dredged Material Management Office; Suquamish Tribe; Muckleshoot Indian Tribe.

xv) Common coordination: If requested by the NWSA, and agreed to by POS additional POS staff time could be spent on NWSA actions for work outside of the common strategy development and beyond requirements. The actual costs (based on analysis of work activities, staff and consultant contracting time) will be covered by NWSA, applied to the project with approvals by the project lead. (no additional costs in this ILA)

xvi) Project delivery: All project costs including permit fees, staff time, and outside services required for permit acquisition will be tracked and charged to the individual project. Non-capital project environmental services will be covered by the allocation in the table below.

4) Cost for Service and Charge Methodology – POS to The NWSA:

Service Area and Department (Acct if appropriate)	Service Item (from SD title)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage, Fixed Amount or Formula	2027 Budgeted Amount[2]
Maritime Environmental Services Dept# 1350	3	Fixed Amount	Percentage of committed amount		$112,000
	3	Project Charge	Expense Projects, Direct Charge & Project Costing overhead		
Direct Support Dept# 1350	3	Direct Charge	Service requests for miscellaneous services such as Tenant Improvement submittal reviews and unexpected permit support.	Time and materials	

**** In 2024, the Port of Seattle and the NWSA agreed that the total fixed amount for orgs 1350, would be $100,000 The fixed cost does not include project specific charges based on the CIP nor emergent issues that will be direct charged.***

**** Amounts identified in this table reflect only the Operating Budget and do not include the Capital Budget spending.***

Payment for services

POS and NWSA acknowledge that services described in the scope of services entail direct and indirect costs to provide. These costs will be transacted between POS and NWSA in a manner that is proportionate to the level of service provided by either entity, as follows:

a. In 2027 and going forward, NWSA will provide a fixed amount to POS of $112,000 for the core environmental services identified in item (3), adjusted annually for inflation. This reflects an accurate accounting of the services received by NWSA in relation to the

[1] Method Options: Costs associated with support services will be charged to the Alliance as follows:

- Standard Fixed Percentage allocation – Set by Corporate F&B. Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project/Direct Charges – Charged to specific projects based on current procedures.
- Special Fixed Percentage allocation – Variable by department methodology but fixed for the year. Charges will be tracked and based on a fixed percentage as determined by the level of service.
- Flat/Fixed Amount – Charged as a fixed or flat amount agreed upon by all parties for the year.

[2] Preliminary budget amount – subject to final budget approval.

actual cost to provide them. This does not include direct charges to capital programs or projects. In future years, if NWSA consistently requires additional services not included in item (3), POS and NWSA will work collaboratively to estimate the cost of the additional services and adjust the fixed fee accordingly through a new or amended agreement.

b. In 2027 and going forward, POS will provide funding for any services requested of NWSA on a case-by-case basis. Such services and the method of payment will require mutual agreement, transacted either through direct charges to POS subclasses or projects, or through special agreements for that purpose, based on current billable rates for NWSA.

c. Specific service requests made pursuant to item (5) will be negotiated on a case-by-case basis. Such services and the method of payment will require mutual agreement, transacted either through direct charges to POS or NWSA subclasses or projects (depending on who is receiving service), or through special agreements for that purpose, based on current billable rates.

Coordination of activities which are of mutual interest but outside of the core services
In addition to activities in item (3) above, POS and NWSA routinely coordinate activities related to regional environmental and planning initiatives, strategies, and programs, at their own cost. This coordination includes sharing of data, collaborative strategy development, and ensuring alignment between NWSA and POS environmental programs. Time spent on these coordinated activities is typically staffed and funded individually by POS and NWSA. These activities include but are not limited to:

- Northwest Ports Clean Air Strategy implementation
- Seattle Waterfront Clean Energy Strategy planning and implementation
- Emissions accounting and joint reporting
- Grant coordination, funding and public and private partnerships
- Southern Resident Killer Whale (SRKW) Orca Recovery efforts
- International and domestic engagement on shared policy issues
- Resiliency and hazard mitigation planning
- Negotiation/coordination with Muckleshoot Indian Tribe and Suquamish Tribe
- Land use planning such as feasibility studies, development proposals, city and regional regulatory or policy changes
- Economic Impact Analysis
- 2027 Industrial stormwater general permit programs and compliance

POS or NWSA may request additional staff time and resources to be allocated to the above-mentioned (or other) activities that exceeds normal “coordination.” In such case, if mutually agreed, the costs of the additional staff time and resources will be borne by the entity receiving the additional services.

5) Scope of Services to be provided by The NWSA to POS

a) It is anticipated that the following support will be provided by the NWSA environmental team:

i) NWSA has common interest in meeting POS and NWSA environmental goals established by the individual ports and the commonly managed properties under the NWSA. NWSA, POT & POS staff agree to coordinate closely on regional programs, sharing data, strategy development, and alignment of programs. Time spent on these programs are staffed and paid for by each organization, although collaboration and coordination of tasks will be required, and cost sharing may be agreed to. Programs of common coordination include, but are not limited to:

- Northwest Ports Clean Air Strategy update
- Emissions accounting
- Awards programs including POS Environmental Excellence Awards and NWSA North Star Awards
- SRKW Orca Recovery efforts
- Grant coordination, funding and public and private partnerships

If requested by POS, and agreed to by NWSA, additional staff time could be spent on POS actions for work outside of the common strategy development and beyond requirements. The actual costs (based on analysis of work activities, staff and consultant contracting time) will be covered by POS, applied to the project with approvals by the project lead.

6) Cost for Service and Charge Methodology – The NWSA to POS

Service Area and Department (Acct if appropriate)	Service Item (from SD title)	Method of Charges	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2027 Budgeted Amount
Environmental	5.a.i		As mutually agreed to per text	Based on current billable rate	Undetermined – as needed basis

7) Partnership Expectations:

a) POS and NWSA agree to:

i) Work cooperatively to share information

ii) Communicate on a regular basis via phone and meetings to keep each other appraised of issues of mutual interest

iii) Jointly decide level of engagement and participation

iv) Respond to each other's requests in a timely manner

v) Raise any concerns or issues in a timely manner and work cooperatively to resolve

8) <u>Primary Contacts</u>:

a) NWSA: Jason Jordan (Secondary: Mindi Kellar, Deirdre Wilson, Steve Nicolas)

b) POS: Sarah Ogier (Secondary: Jon Sloan, Alex Adams, Jane Dewell, Mike DeSota, Aletia Alvarez)

It is expected that the identified contact people will communicate frequently to coordinate the work, to confirm that services are provided, and to evaluate financial performance.

EXHIBIT POS - 14

Service Directive for Labor Relations Support Services

by and between

Port of Seattle and The Northwest Seaport Alliance

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Seattle (POS) and The Northwest Seaport Alliance (NWSA).

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Seattle with regard to Support Services listed above for The Northwest Seaport Alliance. This exhibit defines the mutually agreed upon scope of services, cost for services, charge methodology, and service level expectations to include performance measures and monitoring. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

2) Time period:

This agreement is for calendar year 2027.

3) Scope of Services to be provided by POS to The NWSA

a) Labor Relations

i) Management and negotiation of CBA and other labor relations activities for represented employees working for POS under service agreements to NWSA (eg: Marine Maintenance, Port Construction Services).

4) Cost for Service and Charge Methodology – POS to The NWSA:

Service Area and Department (Acct if appropriate)	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage, Fixed Amount, or Formula	2027 Budgeted Amount[2]
Labor Relations Dept# 1810	3.a		Support for NWSA has been discontinued for 2027.		

5) Scope of Services to be provided by The NWSA to POS

a) None.

6) Cost for Service and Charge Methodology – NWSA to POT

a) None.

7) Service Level Expectations:

a) Labor Relations will provide any necessary services to the NWSA.

b) Performance Measures and Metrics:

This section outlines the performance measures and metrics upon which service under this SLA will be assessed. Shared Service Centers and Customers will negotiate the performance metric, frequency, customer, and provider service responsibilities associated with each performance measure.

Measurements of the Port of Seattle activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Seattle and The Northwest Seaport Alliance have identified activities critical to meeting The NWSA's business requirements and have agreed upon how these activities will be assessed.

[1] Method Options: Costs associated with support services will be charged to the Alliance as follows:
- Standard Fixed Percentage allocation – Set by Corporate F&B. Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project/Direct Charges – Charged to specific projects based on current procedures.
- Special Fixed Percentage allocation – Variable by department methodology but fixed for the year. Charges will be tracked and based on a fixed percentage as determined by the level of service.
- Flat/Fixed Amount – Charged as a fixed or flat amount agreed upon by all parties for the year.

[2] Amounts may include charges to other subclasses that allocate to NWSA. Preliminary budget amount – subject to final budget approval.

Service Area	Type of Measure[3]	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target
Labor Relations	Management	Collective Bargaining Agreements are negotiated in a timely manner so as to avoid contract expiration (and potential lost productivity)	Agreements reached prior to contract expirations

8) <u>Primary Contacts</u>:

a) NWSA – Don Esterbrook

b) POS – Mikel O'Brien

It is expected that the identified contact people will communicate frequently, to coordinate the work, to confirm that services are being provided in a manner that meets service level expectations, and to evaluate monthly financial performance of actual vs. projected spending.

[3] Type of Measure Options:
- Time Based – measure is time bound – duration, frequency, by a specific date, etc…
- Management – measure dealing with or controlling issues, communications, or staff
- Accuracy – measure to have a specified level of accuracy to be measurable
- Other – measure that doesn't fit into category above

EXHIBIT POS - 15

Service Directive for Additional Support Services as Needed

by and between

Port of Seattle and The Northwest Seaport Alliance

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Seattle (POS) and The Northwest Seaport Alliance (NWSA).

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Seattle with regard to Support Services listed above for The Northwest Seaport Alliance, and vice versa. This exhibit defines the mutually agreed upon scope of services, cost for services, charge methodology, and service level expectations to include performance measures and monitoring. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

2) Time period:

This agreement is for the calendar year 2027.

3) Scope of Services to be provided by POS and The NWSA to Each Other

a) POS and The NWSA will provide miscellaneous additional support services as requested by one to the other. The specific scope of those services will be determined at the time of the request. These are services that are not covered by one of the other service agreement exhibits. Charges will be tracked and charged based on level of use monthly at rates agreed to when need for service is determined.

4) Cost for Service and Charge Methodology – POS to The NWSA:

Service Area and Department (Acct if appropriate)	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage, Fixed Amount or Formula	2027 Budgeted Amount[2]
	3.a	Fee for Service/Special	Level of use monthly at agreed to rates	Agreed to when need for service is determined	TBD

5) Service Level Expectations:

a) To be determined for each individual service to be provided at the time of request

b) Performance Measures and Metrics:

This section outlines the performance measures and metrics upon which service under this SLA will be assessed. Shared Service Centers and Customers will negotiate the performance metric, frequency, customer and provider service responsibilities associated with each performance measure.

Measurements of the Port of Seattle activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Seattle and The Northwest Seaport Alliance have identified activities critical to meeting The NWSA's business requirements and have agreed upon how these activities will be assessed.

[1] Method Options: Costs associated with support services will be charged to the Alliance as follows:
- Standard Fixed Percentage allocation – Set by Corporate F&B. Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project/Direct Charges – Charged to specific projects based on current procedures.
- Special Fixed Percentage allocation – Variable by department methodology but fixed for the year. Charges will be tracked and based on a fixed percentage as determined by the level of service.
- Flat/Fixed Amount – Charged as a fixed or flat amount agreed upon by all parties for the year.

[2] Amounts may include charges to other subclasses that allocate to NWSA. Preliminary budget amount – subject to final budget approval.

6) Primary Contacts:

a) NWSA – David Morrison

b) POS – Chris Wimsatt

It is expected that the identified contact people will communicate frequently, to coordinate the work, to confirm that services are being provided in a manner that meets service level expectations, and to evaluate monthly financial performance of actual vs. projected spending.

EXHIBIT POS - 17

Service Directive for Municipal, County, and State Use of NWSA-Licensed Property

by and between

Port of Seattle and The Northwest Seaport Alliance

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Seattle (POS) and The Northwest Seaport Alliance (NWSA).

1) Purpose:

The purpose of this exhibit is to identify the services provided by and between The Northwest Seaport Alliance and the Port of Seattle with regard to Support Services listed above. This exhibit defines the mutually agreed upon scope of services, cost for services, charge methodology, and service level expectations to include performance measures and monitoring. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

2) Time period:

This agreement is for calendar year 2027.

3) Scope of Services to be provided by POS to The NWSA:

Municipal, county, and state organizations (collectively "Third-Party Users") occasionally have need for temporary use of property licensed to The NWSA for lay-down, staging, and other activities in support of major capital improvement projects. Such use is formalized via a written agreement typically in the form of a Temporary Construction Easement (TCE). Depending upon the duration, scope of use, and agreement terms, payment by the Third-Party Users for use of the property may be made directly to the POS as the property owner. In such cases, these payment funds should be transferred to The NWSA as licensee/agent for licensed property. From 2022 through the year ahead, the POS has received funds from the City of Seattle relating to a Memorandum of Understanding (MOU) between POS and the City of Seattle for the East Marginal Way Corridor Project. The MOU established a payment amount of $290,600 that the City paid for TCEs in 2022 on related POS properties including those licensed to NWSA, and NWSA participated in the negotiations. In the event other TCEs are paid directly to POS for use of NWSA licensed-property, payment for such TCEs shall be transferred by POS to NWSA pursuant to the terms of this exhibit. Permanent easements will be addressed separately by the parties.

4) Cost for Service and Charge Methodology – POS to The NWSA:

a) None.

5) Scope of Services to be provided by The NWSA to POS

a) NWSA Real Estate will negotiate and draft, unless drafted by the Third-Party Users, the agreement by which the Third-Party Users may take temporary occupancy of NWSA-licensed property. The agreement shall state the fee for use of the property to be paid by the Third-Party Users.

Service Area and Department	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2027 Budgeted Amount[2]
Real Estate	5	Project	The charge will be the fair market value for use of the property by the Third-Party Users as determined by an independent appraiser based upon the property attributes and characteristics. Such amount will be incorporated into the use agreement for the property.	100% of actual amount received for use of NWSA-licensed property	Any associated amounts in the event TCEs are paid directly to POS for use of NWSA licensed-property.

6) Cost for Service and Charge Methodology – The NWSA to POS

a) None

7) Service Level Expectations:

a) NWSA Real Estate will provide any necessary services to the POS for these transactions regarding the drafting and negotiation of use agreements.

b) POS will provide any necessary services to the NWSA to transfer any fee to the NWSA paid directly to the POS for use of NWSA-licensed property.

c) Performance Measures and Metrics:

This section outlines the performance measures and metrics upon

[1] Method Options: Costs associated with support services will be charged to the Alliance as follows:
- Standard Fixed Percentage allocation – Set by Corporate F&B. Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project/Direct Charges – Charged to specific projects based on current procedures.
- Special Fixed Percentage allocation – Variable by department methodology but fixed for the year. Charges will be tracked and based on a fixed percentage as determined by the level of service.
- Flat/Fixed Amount – Charged as a fixed or flat amount agreed upon by all parties for the year.

[2] Preliminary budget amount – subject to final budget approval.

which service under this SLA will be assessed. Shared Service Centers and Customers will negotiate the performance metric, frequency, customer and provider service responsibilities associated with each performance measure.

Measurements of the Port of Seattle activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Seattle and The Northwest Seaport Alliance have identified activities critical to meeting The NWSA's business requirements and have agreed upon how these activities will be assessed.

Service Area	Type of Measure[3]	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target
NWSA Real Estate	Management	NWSA Real Estate will negotiate and draft, unless drafted by the Third-Party Users, the agreement by which the Third-Party Users may take temporary occupancy of NWSA-licensed property. The agreement shall state the fee for use of the property to be paid by the Third-Party Users.	Agreement(s) finalized prior to commencement date for property use.
POS Finance	Management	POS Finance to transfer funds to NWSA for use of NWSA-licensed property that has been formalized via a use agreement with the Third-Party Users.	Funds transferred prior to commencement date for property use.

8) <u>Primary Contacts:</u>

a) NWSA – Erin Light

b) POS – Jennifer Maietta

It is expected that the identified contact people will communicate frequently, to coordinate the work, to confirm that services are being provided in a manner that meets service level expectations, and to evaluate

[3] Type of Measure Options:
- Time Based – measure is time bound – duration, frequency, by a specific date, etc.
- Management – measure dealing with or controlling issues, communications, or staff
- Accuracy – measure to have a specified level of accuracy to be measurable
- Other – measure that doesn't fit into category above

monthly financial performance of actual vs. projected spending.

EXHIBIT POS -18

Service Directive for North Harbor Customs and Border Patrol Facilities

by and between

Port of Seattle and The Northwest Seaport Alliance

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Seattle (POS) and The Northwest Seaport Alliance (NWSA).

1) **Purpose:**

The purpose of this exhibit is to identify the services provided by and between the Port of Seattle with regard to Support Services listed above for or by The Northwest Seaport Alliance. This exhibit defines the mutually agreed upon scope of services, cost for services, charge methodology, and service level expectations to include performance measures and monitoring. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

2) **Time period:**

This agreement is for calendar year 2027.

3) **Scope of Services to be provided by POS to The NWSA:**

a) Facility costs for Customs and Border Patrol in the North Harbor/Port of Seattle.

4) **Cost for Service and Charge Methodology – POS to The NWSA:**

Service Area and Department (Acct if appropriate)	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage or Formula & Dept	2027 Budgeted Amount[2]
North Harbor Customs and Border Patrol facility costs Dept# 5744	3.a	Fixed Percentage of Actual Costs	Percentage of budget based on analysis of work activities	87% of ALL actual spending related to North Harbor CBP Facility excluding Depreciation	$91,895

5) **Scope of Services to be provided by The NWSA to POS**

Facility costs for Customers and Border Patrol in the North Harbor/Port of Seattle.

6) **Cost for Service and Charge Methodology – NWSA to POS**

Service Area and Department (Acct if appropriate)	Service Item (from list above)	Method of Charges	Basis for Charge	Hourly Rate, Fixed Percentage or Formula & Dept	2027 Budgeted Amount
North Harbor Customs and Border Patrol facility costs Dept# 11	5	Fixed Percentage of Actual Costs	Percentage of budget based on analysis of work activities	13% of ALL actual spending related to North Harbor CBP Facility excluding Depreciation	No charges expected for 2027

[1] Method Options: Costs associated with support services will be charged to the Alliance as follows:

- Standard Fixed Percentage allocation – Set by Corporate F&B. Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project/Direct Charges – Charged to specific projects based on current procedures.
- Special Fixed Percentage allocation – Variable by department methodology but fixed for the year. Charges will be tracked and based on a fixed percentage as determined by the level of service.
- Flat/Fixed Amount – Charged as a fixed or flat amount agreed upon by all parties for the year.

[2] Amounts may include charges to other subclasses that allocate to NWSA. Preliminary budget amount – subject to final budget approval.

7) **Service Level Expectations:**

a) To be determined for each individual service to be provided at the time of request.

b) Performance Measures and Metrics:

This section outlines the performance measures and metrics upon which service under this SLA will be assessed. Shared Service Centers and Customers will negotiate the performance metric, frequency, customer and provider service responsibilities associated with each performance measure.

Measurements of the NWSA activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Seattle and The Northwest Seaport Alliance have identified activities critical to meeting The POS's business requirements and have agreed upon how these activities will be assessed.

Service Area	Type of Measure[3]	Performance Measure (SMART – Specific, Measurable, Achievable, Relevant, Time Bound)	Target
CBP facility costs	Percent of time supporting homeport business	CBP time spent supporting homeport activities vs NWSA.	

8) **Primary Contacts:**

a) NWSA – Tong Zhu

b) POS – Jennifer Maietta

It is expected that the identified contact people will communicate frequently, to coordinate the work, to confirm that services are being provided in a manner that meets service level expectations, and to evaluate monthly financial performance of actual vs. projected spending. I am good with the agreement as negotiated a few years ago (Tong)

[3] Type of Measure Options:

- Time Based – measure is time bound – duration, frequency, by a specific date, etc.
- Management – measure dealing with or controlling issues, communications, or staff
- Accuracy – measure to have a specified level of accuracy to be measurable
- Other – measure that doesn't fit into category above

Port of Seattle

COMMISSION AGENDA MEMORANDUM

ACTION ITEM

Item No. 8g

Date of Meeting November 17, 2026

DATE: November 5, 2026

TO: Stephen P. Metruck, Executive Director

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

SUBJECT: **Satellite Transit System (STS) Controls Project Amendment Authorization (CIP #801043)**

Amount of this request:	$ 4,700,000
Total estimated project cost:	$ 82,940,000

ACTION REQUESTED

Request Commission authorization for the Executive Director to (1) increase the Capital Improvement project budget and authorization for the STS Controls Renewal and Upgrade project (CIP#801043) at Seattle-Tacoma International Airport (SEA) by $4,700,000; and (2) execute related project change orders, amendments, work authorizations, purchases, contracts and other actions necessary in support of the project. The amount of this request is $4,700,000 for a revised total estimated project cost not to exceed $82,940,000.

EXECUTIVE SUMMARY

The STS Controls Project is in the process of replacing critical airport infrastructure to keep the airport train system operational for the next 10 to 15 years. The STS transports passengers to and from the Airport's North and South Satellites. This project is a renewal and replacement of the STS's Automated Train Control (ATC) system. The current ATC system is 26 years old and is at the end of its useful life. This project installs STS network infrastructure, replaces end of life ATC systems equipment, and updates the ATC with the most current version of the manufacturer's controls software while maintaining passenger service to the Satellites.

Significant project delays resulted from the insolvency of a key network infrastructure contractor, necessitating the exercise of the construction contract surety. In addition, the manufacturer is forecasting a significant delay in final delivery and certification of the ATC system. The Port expects to assess liquidated damages for time beyond the ATC contract completion date but does not expect the compensation to be available for use during the remaining installation and certification periods. This request provides the necessary funding for the Port to execute amendments extending the Project Specific Consultant contracts.

JUSTIFICATION

This project provides important benefits for continued airport operations, security, and safety. The STS is the primary conveyance method to move passengers between the Main Terminal and the combined thirty-five gates in the North and South Satellites. In 2025 the STS carried approximately 30 million passengers. The last major STS upgrade was completed in 2003 under CIP #100783. The current ATC subsystem was installed around 2001, and major components are now either obsolete or at the end of their useful life. The ATC system is an integrated set of computerized hardware, software, and networks that safely operate the automatic movements of the train system. The STS will cease to operate without a functioning ATC. Action is required now to ensure the STS remains operational before more critical pieces of the ATC become obsolete or irreparable. A catastrophic failure or even a prolonged failure of the STS would significantly impact operations at the Airport.

At the forecasted rate of use, the STS will reach the end of its expected useful life around 2032; with additional comprehensive renovation, renewal, and replacement expenditures the STS subsystems life may be extended. Under CIP C801377, Port staff are producing a Project Definition Document (PDD) for the eventual replacement program.

Diversity in Contracting

The project team with the Diversity in Contracting Department determined a Women and Minority Business Enterprise (WMBE) participation aspirational goal of six percent (6%) for the Automated People Mover (APM) Consultant contract, which has achieved a 13.7% WMBE participation rate. Approving this request will authorize additional funds for the APM Consultant and will not impact their goal.

DETAILS

This project installs modern and redundant fiber optic and radio networks; replaces end-of-life ATC systems hardware and upgrades the ATC system to the manufacturer's latest controls software version, all while maintaining passenger service to the North and South Satellites. The project is divided into two distinct phases.

Scope of Work

Phase 1 – Design and construction of a new hardened STS controls fiber optic network including conduit, fiber optic cable, server rooms, and supporting electrical infrastructure. This work is complete.

Phase 2 – Design, installation, testing and certification of a new STS train controls system including new ATC software and associated equipment (hardware, servers, computers, radios, networking equipment), STS Vehicle ATC replacement, system testing, certification and decommissioning of the old system.

Both phases require over-the-ramp busing and passenger wayfinding support.

Schedule

The project experienced a 12-month delay when a key contractor became insolvent. In addition, the manufacturer is forecasting a 31-month installation delay.

Activity

South Loop In-use date	2027 Quarter 2
North Loop In-use date	2028 Quarter 1
Substantial Completion	2028 Quarter 3

Cost Breakdown	This Request	Total Project
Design	$0	$9,000,000
Construction	$0	$7,740,000
Equipment Procurement	$4,700,000	$63,200,000
Support Services	$0	$3,000,000
Total	$4,700,000	$82,940,000

ALTERNATIVES AND IMPLICATIONS CONSIDERED

Alternative 1 – Reduce Scope of Contracted Support

Cost Implications: $0

Pros:

(1) No additional authority required.

Cons:

(1) Loss of specialized technical expertise, equipment, and installation oversight.

This is not the recommended alternative.

Alternative 2 – Provide additional funding authority for support through completion.

Cost Implications: $4,700,000.

Pros:

(1) Allows the Port's technical experts to continue working on the project without a gap in coverage.

Cons:

(1) Additional capital expenditure.

This is the recommended alternative.

FINANCIAL IMPLICATIONS

The project expects liquidated damages returned to the Port; however, the amounts will not be determined until the project is completed. The risk of an additional funding need was highlighted in the July 9, 2024, Commission action.

Cost Estimate/Authorization Summary	Capital	Expense	Total
COST ESTIMATE			
Original estimate	$57,000,000	$0	57,000,000
Previous changes – net	$21,240,000	$0	$21,240,000
Current change	$4,700,000	$0	$4,700,000
Revised estimate	$82,940,000	$0	$82,940,000
AUTHORIZATION			
Previous authorizations	$78,240,000	$0	$78,240,000
Current request for authorization	$4,700,000	$0	$4,700,000
Total authorizations, including this request	$82,940,000	$0	$82,940,000
Remaining amount to be authorized	$0	$0	$0

Annual Budget Status and Source of Funds

This project, CIP C801043, was included in the 2026-2030 capital budget and plan of finance with a budget of $78,240,000. A budget increase of $4,700,000 was transferred from the Aeronautical Reserve CIP (C800753) resulting in zero net change to the Aviation capital budget. The funding source will be revenue bonds. This project was approved as a Majority-in-Interest by the airlines on May 26, 2020.

Financial Analysis and Summary

Project cost for analysis	$82,940,000
Business Unit (BU)	Terminal Building
Effect on business performance (NOI after depreciation)	NOI after depreciation will increase due to inclusion of capital (and operating) costs in airline rate base.
IRR/NPV (if relevant)	N/A
CPE Impact	$0.20 in 2029

Future Revenues and Expenses (Total cost of ownership)

Additional Aviation Maintenance personnel are required to support the installation of the ATC system and expanded operation of two to three trains in a loop. Staff will evaluate further staffing increases for the expanded loop capacity as operations dictate.

ATTACHMENTS TO THIS REQUEST

(1) Presentation slides

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

July 09, 2024 – The Commission authorized the Executive Director to execute project related change orders and amendments. The total authorization was $78,240,000.

July 27, 2021 – The Commission authorized the award of a contract with the STS Manufacture, advertisement and award of a construction contract and of contracts for busing and wayfinding support. The total authorization was $78,240,000.

July 14, 2020 –The Commission authorized the award of a consultant contract, design, preparation of construction and purchasing documents, and use of Port crews. At that time, the estimated project cost range was $65,000,000 to $95,000,000.

Satellite Transit System Controls Project Amendment Authorization (CIP #801043)

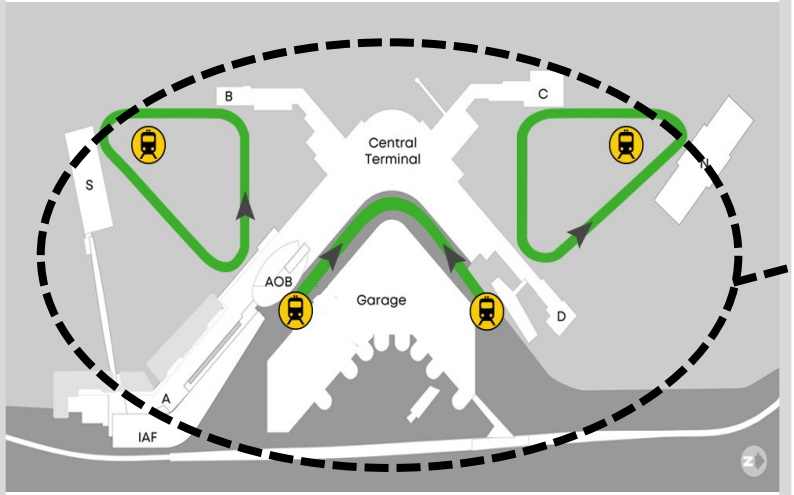
Port of Seattle®

Purpose & Scope

Project Purpose: Life Cycle Extension project of the STS's Control System to include the replacement of obsolete software, hardware, radios and associated components.

Project Scope:

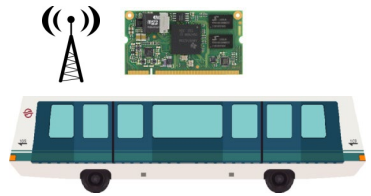
Phase 1- Construction



Fiber Optic Loop /
Electrical Construction

Phase 2 - Equipment





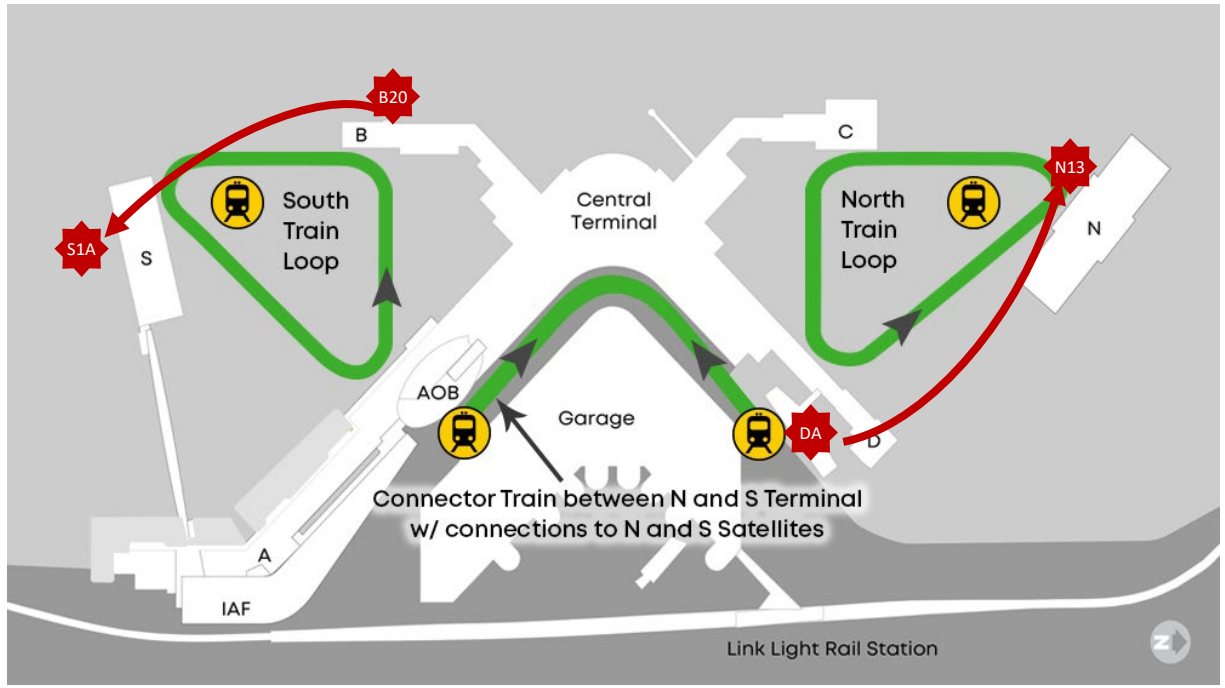
21 Cars

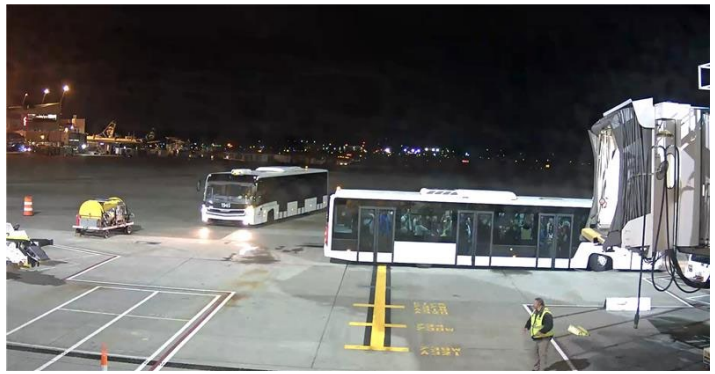
Automatic
Train Control
System

- Software
- Hardware
- Network
- Radios
- Certification

Operational Impacts

- Nightly STS Shutdowns
  - North Loop from 12AM to 6AM
  - South Loop from 11PM to 5AM
  - Shuttle Track from 10PM to 6AM
- Active Construction and Operational Readiness (COR) plan
- Busing / Wayfinding
  - NSAT: D Annex ground board to Gate N13
  - SSAT: B20 hardstand gates to Gate S1A
- Limited STS car availability during transition from existing to new system.





Project Budget and Schedule

Current Budget: $78,240,000

This Request: $4,700,000

Revised Budget: $82,940,000

The request supports the Port's obligations for construction completion and closeout

The project is funded by the Airport Development Fund

Schedule Milestones:

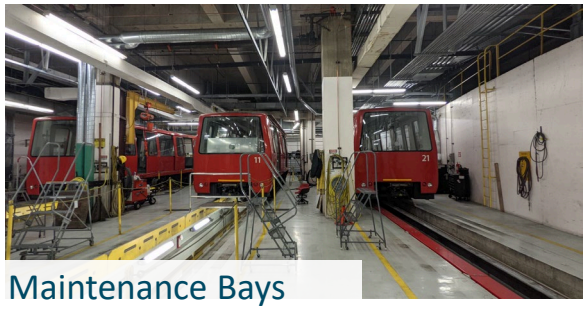
- Construction Auth: Q3, 2021
- South Loop In Use: Q2, 2027
- North Loop in Use: Q1, 2028
- Substantial Completion: Q3, 2028

Schedule extended by 31 months due to a construction contractor defaulting and additional manufacturing delays.

Project Photos



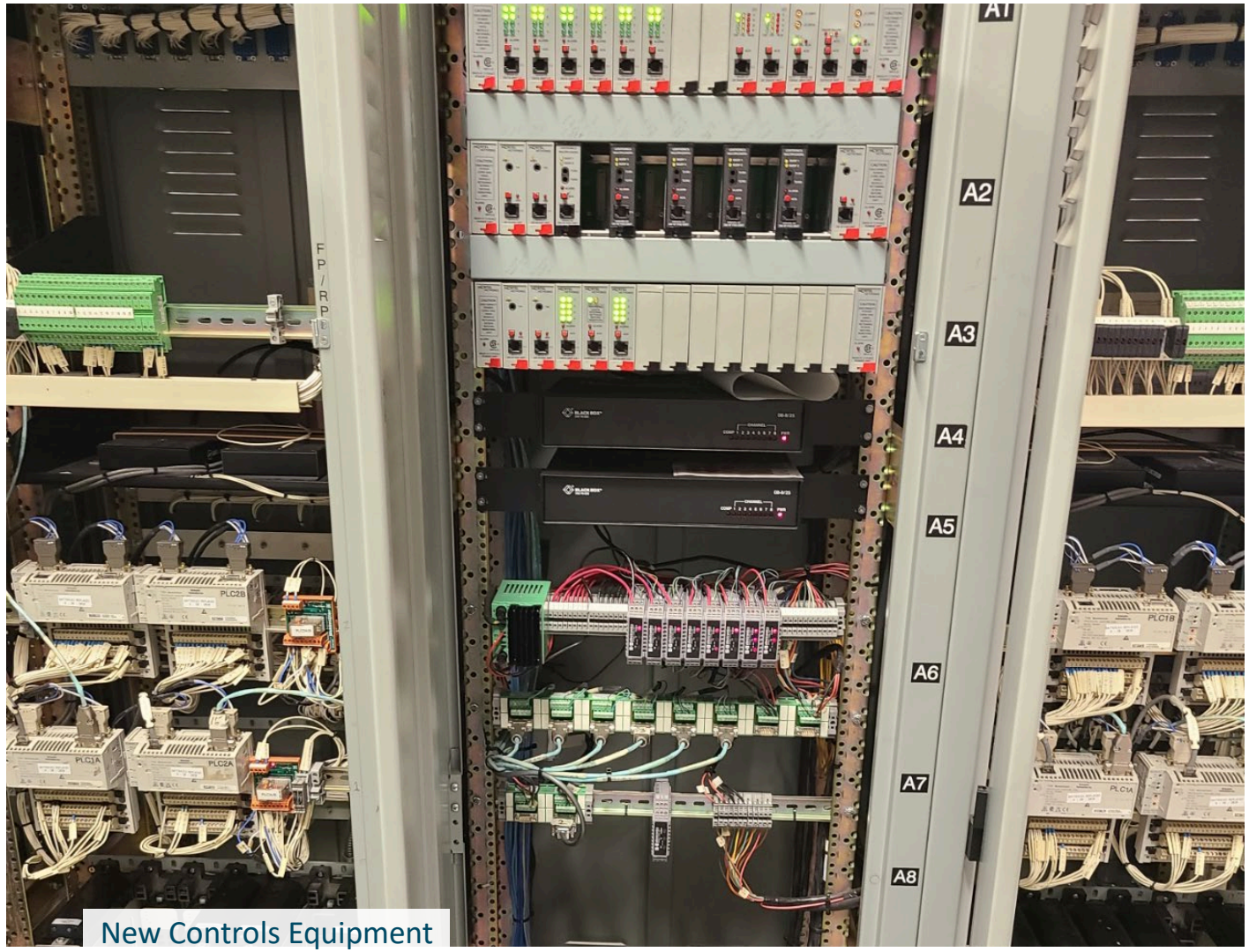
Temporary Controls Center



Maintenance Bays



1.8 Miles of Conduit



New Controls Equipment

Project Photos



Old Vehicle Coupler



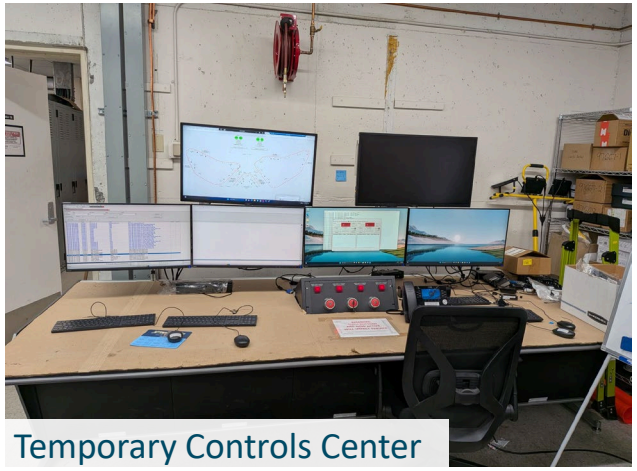
Replacement Vehicle Coupler



Communications Retrofit



Vehicle Dynamic Testing



Temporary Controls Center



Vehicle Retrofit Work

Action Requested

Request Commission authorization for the Executive Director to:

(1) Increase the Capital Improvement project budget and authorization for the STS Controls Renewal and Upgrade project (CIP#801043) at Seattle-Tacoma International Airport (SEA) by $4,700,000;

(2) Execute related project change orders, amendments, work authorizations, purchases, contracts and other actions necessary in support of the project.

The amount of this request is $4,700,000 for a revised total estimated project cost not to exceed $82,940,000.

Questions?

COMMISSION
AGENDA MEMORANDUM

Item No. 8h

ACTION ITEM

Date of Meeting November 17, 2026

DATE: November 17, 2026

TO: Steve Metruck, Chief Executive Officer

FROM: Dan Hytry, Manager, Aviation Maintenance
Erik Knowles, Asst Director, Aviation Maintenance
Mike Tasker, Director, Aviation Maintenance

SUBJECT: Siemens DDC Service Contract

Amount of this request: $10,800,000

ACTION REQUESTED

Request Commission authorization for the Executive Director to execute an agreement for Maintenance Services for the Seattle-Tacoma International Airport's (SEA) Direct Digital Control System for up to five years. Total dollar value for the 5-year term is estimated at $10,800,000.

EXECUTIVE SUMMARY

This procurement will allow the Port staff to continue to operate and maintain the SEA Direct Digital Control (DDC) System. This system controls and operates most airport terminal mechanical systems such as heating and cooling (HVAC), air flow and vibration set-points, smoke control and life safety systems and is considered critical to monitoring the airport infrastructure. With the expansion of the airport due to the International Arrivals Facility, NorthSTAR, and C Concourse Evolution, the system has grown from 157,000 control points to 240,000 control points, an increase of roughly 52% and the number of field panels has grown 93% to 384 over the last 5-year cycle. It is expected to continue to grow with S Concourse Expansion. To date, costs have only increased due to annual escalation, which is standard practice.

The Siemens DDC system is a proprietary system with required software updates, tools and training provided only to Siemens technicians. Following these major projects, a CPO-6 Competition Waiver for the Siemens DDC system was approved in 2025 to allow the Port to enter into a contract with Siemens without competing the service contract. Through the Central Procurement Office, contract negotiations will take place with Siemens to develop the contract scope and pricing for the next 5-year contract.

The Siemens Direct Digital Controls (DDC) system was originally procured through a competitive process dating back to the 1980's. At that time, Siemens was the low bidder on the original Concourse A expansion. Siemens was also the lowest bidder on the 1991 Concourse B, C, and D Upgrade project. Both projects were advertised and awarded through a competitive process.

In 2008, Siemens was the low bidder on the Rental Car Facility Project, designed as a stand-alone DDC system. This project was advertised and awarded through a competitive process.

In 2010, Siemens was the successful low bidder for the PC Air system. This project was advertised and awarded through a competitive process.

For reference, a point is defined as any item in the system that can be monitored or controlled by the system. Examples of points include thermostat temperatures in a localized space or a damper position on a terminal box in an office ceiling. Field panels contain the control units that operate the control devices in the field and communicate with the main control system. As such, these points and field panels must be properly maintained to ensure the efficient operation of the system. As the system has grown in size, complexity, and criticality, so has the staff's need for support due to the growth in volume of our passengers.

JUSTIFICATION

The objective of this request is to allow the Aviation Maintenance Department to continue to maintain the Siemens DDC System in an effective manner, ensuring the Airport continues to operate reliably and without interruption, provide smoke control and optimize levels for passenger comfort.

DETAILS

- The system monitors multiple functions throughout the airport via a variety of existing infrastructure and components such as fans, pumps, valves and temperature sensors throughout the terminal and air flow monitors.
- Examples of important systems monitored, controlled and maintained utilizing the DDC system include the Central Mechanical Plant (which provides nearly all heating and cooling for the facility), the Pre-Conditioned Air Plant (providing heating and cooling to aircraft), smoke control systems (part of our fire suppression system), and the domestic and fire suppression water system for the Airport.
- The recommended option places us at a price point comparable with other Siemens supported airports on a cost-per-monitoring-point basis.
- The current 5-year Service Agreement ends December 31, 2026.
- Three new major installations with included DDC systems, which increase the size of the system by approximately 50%, have come on-line since the last negotiated.

contract; IAF, North Star and CCE.

Scope of Work

There are multiple elements that collectively make up the scope of work of this service agreement. Those elements are summarized in the bullet points below:

- **Data Backup and Restoration Services:** Contractor will perform scheduled database backups of Port of Seattle workstation databases and graphics and/or field panel databases and provide safe storage of this critical business information.

- **Network Maintenance:** Using a combination of proprietary diagnostic technologies, digital meters, and network analysis software, the Contractor will analyze, optimize and report on the performance of the customer's systems networks a specified number of times per year. Proper network performance ensures the proper speed of communication and accuracy of control, alarming, and reporting across the facility. Using network diagnostic tools, proactive evaluation of the data network includes an analysis of bandwidth, disturbances, network traffic, communication over the network, and overall operation.

- **Field Panel Preventative Maintenance – Hardware:** Contractor will provide preventive maintenance in accordance with a program of routines as determined by their experience, equipment application, and location.

- **Field Panel Preventative Maintenance – Software:** Contractor will periodically perform system diagnostics and then take corrective actions to ensure that the Building Automation System is perform at peak efficiency or to the Port of Seattle's requirements. Contractor will make sure that software changes are clear and consistent, address any failed points, points in alarm, points in operator priority and take corrective action. Contractor will identify and correct software corruption and inconsistencies; eliminate duplicate points, redundant loops and causes unnecessary traffic; and address unresolved points and alarm reporting problems. This will ensure that the system operates quickly, accurately and efficiently as originally designed and installed or as determined by current standards or requirements.

- **Software Subscription Service – Desigo CC:** Contractor will provide software upgrades to existing Siemens Desigo CC software as they are released. These upgrades include both Service Releases and all New Version Releases of Software. Contractor will also provide corresponding support documentation outlining the features of the releases. Included will be training to help to familiarize the Port of Seattle's team with the new features along with their associated benefits.

- **Control Loop Tuning:** Contractor will ensure control loops for devices such as valves, dampers, actuators, etc., experience minimized overshooting and oscillatory behavior.

- **Customer Directed Support:** Contractor will provide a trained and experienced specialist or technician to support special projects to be performed during standard operating hours.

- **Operator Coaching:** Contractor will assist Port of Seattle's operators in identifying, verifying and resolving problems found in executing tasks. During the coaching sessions, Contractor can address logbook issues, assist operators in becoming more self-sufficient, and improve the skills of our operators to better meet the needs of the Port of Seattle's facility. Contractor will provide coaching during normal business days and hours, during scheduled visits.

- **Emergency response:** Contractor to provide system and software troubleshooting and diagnostics remotely to enable faster response to emergency service requests and to reduce the costs and disruptions of downtime. Contractor to respond within two (2) hours, seven days a week, 24 hours per day, 365 days per year, including holidays, upon receiving notification of an emergency.

- Contractor to provide on-site response to emergency service requests. Contractor to respond within four (4) hours, seven days a week, 24 hours per day, 365 days per year, including holidays, upon receiving notification of an emergency.

Schedule

New service contract is scheduled to be executed in Q4, once approved by Commission. The current agreement ends December 31, 2026.

ALTERNATIVES AND IMPLICATIONS CONSIDERED

Three different variations of the new service contract are proposed below.

Alternative 1) Procure a 1-year Contract

Cost Implications: Estimated $1,333,000 for 1 year.

Pros:
(1) Lowest cost option, providing required minimums for service levels.
(2) Fastest execution of new contract.
(3) Provides the Port with additional time to negotiate a longer-term contract.
(4) Only commits the Port to a short term.

Cons:
(1) Largest one-year increase in price due to highly volatile market demands and upward adjustment from previous 5-year contract term.
(2) Requires time and effort by Port staff to continue to negotiate service levels beyond a one-year contract.

This is not the recommended alternative.

Alternative 2) Procure a 10-year Contract

Cost Implications: Estimated $17,500,000 for 10 years.

Pros:
(1) Locks the Port into a contract for 10 years.
(2) Reduces negotiating time spent over the years with Contractor.
(3) Makes assumptions that the market is predictable with no added risk over time.

Cons:
(1) Costs are the greatest of these options.
(2) Contractor assumes worst-case scenario with negotiating therefore demands highest possible rates.
(3) Most challenging option to change paths as the market changes in supply and costs.

This is not the recommended alternative.

Alternative 3) Procure a 5-year Contract

Cost Implications: Estimated $10,800,000 for 5 years.

Pros:

(1) Service levels are most closely balanced and assessed by CPO and Contractor during a period of foreseeable known work.
(2) Consistent with prior DDC Contracts over the last two decades.
(3) This option guarantees a high level of proficiency and consistency over the term in operating the system and training for our own staff.
(4) Reduces Staff time in negotiating a new contract earlier than necessary.
(5) The cost of this option is middle of the road for required services.

Cons:

(1) During a time when the Port is experiencing a financial reevaluation of costs vs. revenues, this contract may be priced during a time of uncertainty.
(2) Only commits the Port to a 5-year contract to manage risk.

This IS the recommended alternative.

FINANCIAL IMPLICATIONS

The annual Aviation Maintenance expense budget already includes funding for this service agreement based on the current year's contract cost. The total contract reflects the significant growth of the system over the past five-year cycle and anticipated continued expansion, which will increase the Maintenance budget in subsequent years.

Annual Budget Status and Source of Funds

Contract payments are included as a specific line item in the Aviation Maintenance expense budget, account 64770.

ATTACHMENTS TO THIS REQUEST

None

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

In 2011, 2016 and 2021 - The Commission authorized 5-year service agreements with Siemens for DDC system maintenance.

COMMISSION
AGENDA MEMORANDUM **Item No.** 8i

ACTION ITEM **Date of Meeting** November 17, 2026

DATE : October 12, 2026

TO: Stephen P. Metruck, Executive Director

FROM: Jason Johnson, Assistant Director Airline Affairs & Aviation Properties
Blaine Burk, AV Real Estate & Portfolio Manager III

SUBJECT: **Early termination of the 2025-2034 Signatory Lease and Operating Agreement with Hawaiian Airlines**

ACTION REQUESTED

Request Commission authorization for the Executive Director (i) to terminate the Port's 2025-2034 Signatory Lease and Operating Agreement ("SLOA") with Hawaiian Airlines, Inc. ("HA") and (ii) to enter into a Consolidation Permit with HA and Alaska Airlines, Inc. ("AS") in connection with the corporate consolidation between AS and HA.

EXECUTIVE SUMMARY

Pursuant to a corporate merger transaction effective September 19, 2024, HA became a wholly owned subsidiary of Alaska Air Group, Inc. ("Group"), the parent company of AS. Accordingly, HA and AS are now each wholly owned subsidiaries of Group, have received a Single Operating Certificate ("SOC") from the Federal Aviation Administration ("FAA") effective October 29, 2025, and have substantially consolidated their operations at SEA through the AS corporate entity and brand.

JUSTIFICATION

With the merger transaction and corporate consolidation of AS and HA, and the FAA's issuance of a SOC to the combination of AS and HA it makes sense to terminate the HA SLOA and incorporate the leased space under that agreement into the existing AS SLOA. However, because certain limited aspects of the consolidated operations between AS and HA will continue to be conducted through HA assets and personnel, it is necessary for AS and HA to enter into a Consolidation Permit with the Port in order to formally memorialize any residual activities by HA at the SEA.

DETAILS

With approval of this item, the HA SLOA will be terminated, effective December 31, 2026, and the space under that agreement, will be incorporated into the existing AS SLOA.

ALTERNATIVES AND IMPLICATIONS CONSIDERED

Given that both HA and AS were Signatory Airlines, early termination of the HA SLOA is the only course of action that makes administrative sense. The revenue to the Port will remain unchanged as a result of this action.

Pros:

(1) Acknowledges HA no longer exists as a standalone entity with its operational activities substantially consolidated into AS' operations

(2) Addresses any residual activity at SEA by HA utilizing assets and personnel still held by that corporate entity

Cons:

(1) There are no cons to this alternative

This is the recommended alternative.

ATTACHMENTS TO THIS REQUEST

(1) None

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

December 10, 2024 – The Commission authorized execution of 2025-2034 Signatory Lease and Operating Agreements with various Airlines

COMMISSION
AGENDA MEMORANDUM **Item No.** 8j

ACTION ITEM **Date of Meeting** November 17, 2026

DATE : October 27, 2026

TO: Stephen P. Metruck, Executive Director

FROM: Janice Zahn PE., CCM, Chief Engineer
Greg Gauthier, Sr. Labor Relations Manager

SUBJECT: **Memorandum of Understanding (MOU) regarding parking and transportation between the project site and off-site parking areas for workers on FAA-Funded Port of Seattle Projects under the PLA**

ACTION REQUESTED

Request Commission authorization for the Executive Director to execute a Memorandum of Understanding (MOU) related to the 2025 Project Labor Agreement (PLA) for FAA-Funded Covered Projects between the Port of Seattle and Seattle/King County Building and Construction Trades Council (SBT) and North Coast States Carpenters Union (NCS Carpenters) that will standardize parking and transportation language between all trades and craft workers on all PLA projects.

EXECUTIVE SUMMARY

The purpose of this MOU is to standardize the working conditions provisions between the 2024 PLA and the 2025 PLA for FAA-Funded Covered Projects. In January 2026 the Port, SBT, and NCS Carpenters entered into a 3-year Project Labor Agreement for FAA-Funded Covered Projects to replace the prior expired version. The 2025 PLA for FAA-Funded Covered Projects requires construction contractors to provide parking for all craft workers at no cost to the worker within 3 blocks or 1,500 feet of the project site, but has no language stipulating alternative requirements should it be determined that it is impossible for construction contractors to provide parking within the prescribed distance.

The 2024 PLA includes language stipulating that if parking cannot be provided within the prescribed distance, construction contractors must provide transportation between the parking area and project site. The language requires that workers shall be paid at their straight-time hourly rate for time spent in travel from the project site to the parking area at the end of their shift.

This MOU will allow the Port to standardize parking and transportation requirements between FAA-Funded Covered Projects and Covered Projects with no FAA funding by matching the provisions of the 2025 PLA for FAA-Funded Covered Projects and the 2024 PLA.

JUSTIFICATION

One of the primary goals of the Project Labor Agreement is to standardize working conditions on Port of Seattle capital projects. This MOU provides consistent working conditions for all Port projects covered by a PLA, regardless of funding sources.

Out of the 20 trades signatory to the 2025 PLA for FAA-Funded Covered Projects, eight have Collective Bargaining Agreement (CBA) language regarding transportation to and from off-site parking areas. The transportation language among those trades is not standardized. Non-standardized language will lead to difficulty with enforcement of transportation requirements. Standardizing the language will help streamline the monitoring process and make it more efficient.

DETAILS

Currently, there are two capital projects that will be covered by the 2025 PLA for FAA-Funded Covered Projects: South Concourse Evolution and 2027 Airfield Contract 1. The 2025 PLA for FAA-Funded Covered Projects will also likely apply to any additional capital projects with an estimated construction cost of $5M or more that will advertise for bid through 2028, assuming those projects have federal funding.

FINANCIAL IMPLICATIONS

Execution of the MOU is estimated to save $20M to $25M over the next 5-8 years.

ATTACHMENTS TO THIS REQUEST

(1) Memorandum of Understanding between the Port of Seattle and Seattle/King County Building and Construction Trades Council and North Coast States Carpenters Union
(2) Project Labor Agreement for the 2025-2028 FAA-Funded Covered Projects

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

December 9, 2025, Item 8e – The Commission authorized the Executive Director to Execute a New Project Labor Agreement for FAA-Funded Projects Between the Port of Seattle and the Seattle/King County Building and Construction Trades Council, and Western States Regional Council of Carpenters, Covering the Period from August 20, 2025, through December 31, 2028.

Agenda Item: 8j_Attach1
Meeting Date: November 17, 2026

MEMORANDUM OF UNDERSTANDING
by and between
PORT OF SEATTLE
And
SEATTLE/KING COUNTY BUILDING & CONSTRUCTION
TRADES COUNCIL, AFL-CIO,
And
NORTH COAST STATES CARPENTERS UNION

Re: Parking and Transportation

This Memorandum of Understanding (MOU), made effective as of the date of signing, is entered into by and between the SEATTLE/KING COUNTY BUILDING & CONSTRUCTION TRADES COUNCIL, AFL-CIO, And the NORTH COAST STATES CARPENTERS UNION (Unions) and the Port of Seattle (Port), referred to herein as the Parties.

WHEREAS, the Parties executed a Project Labor Agreement for FAA-Funded Covered Projects (PLA) effective August 20, 2025, for projects commencing after that date. In that PLA, the parties agreed to allow amendments or modifications by mutual agreement.

BY MUTUAL AGREEMENT THE PARTIES AGREE TO THE FOLLOWING:

WHEREAS, PLA Article 17 (Work Rules), Section 1 contains a requirement for parking to be provided to craft workers within 3 city blocks or 1500 feet from the FAA-Funded Covered Project, whichever is shorter, and at no cost;

WHEREAS, a situation may arise where parking cannot be provided within 3 city blocks or 1500 feet of the FAA-Funded Covered Project;

WHEREAS, the parties agree that for projects covered by the PLA which commenced on or after August 20, 2025 and that remain ongoing as of the date of this Memorandum:

1. Article 17 (Work Rules), Section 1 is hereby amended to add the following:
   "If Parking cannot be provided within 3 city blocks or 1500 feet of the FAA-Funded Covered Project site, transportation between the parking area(s) and the work site shall be provided by the Contractor. Workers shall be paid at their straight-time hourly rate for time spent in travel from the work site to the parking area at the end of their shift. Compensated time spent in transit between the work site and the parking area shall not be considered time worked for overtime purposes."

_____ _____

Stephen P. Metruck, Executive Director — Date
Port of Seattle

_____ _____

Monty Anderson, Executive Secretary — Date
Seattle/King County Building Trades Council

_____ _____

Antonio Acosta, Regional Manager — Date
North Coast States Carpenters Union

COMMISSION
AGENDA MEMORANDUM **Item No.** 8k

ACTION ITEM **Date of Meeting** November 17, 2026

DATE: October 27, 2026

TO: Stephen P. Metruck, Executive Director

FROM: Alycia McKinney, Deputy Chief of Police

SUBJECT: **Sea-Tac Municipal Court ILA 2027-2034 Renewal**

Amount of this request:	$710,955.37
Total estimated project cost:	$710,955.37

ACTION REQUESTED

Request Commission authorization for the Executive Director to execute a six-year (2027-2032, plus potential automatic two-year extension through 2034) interlocal agreement with the City of SeaTac for municipal court and prosecutorial services beginning in 2027, the rates established in Exhibit A will apply from January 1, 2027, through December 31, 2027. Beginning January 1, 2028, rates will be adjusted annually based on the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Seattle-Tacoma-Bellevue area, measured from June of the prior year to June of the current year. Annual adjustments will be subject to a minimum increase of 2% and a maximum increase of 6%. The City will notify the Port of the adjusted rates by September of each year to support annual budget planning and provide greater cost predictability throughout the six-year agreement.

EXECUTIVE SUMMARY

This Interlocal Agreement (ILA) will continue the prosecution and adjudication of misdemeanor offenses, civil infractions, and parking matters arising from Port of Seattle Police Department activity within the City of SeaTac, including Seattle-Tacoma International Airport (SEA).

Following extensive negotiations and the City's fifth amended proposal, the parties have agreed to proposed 2027 per-case rates for municipal court and prosecutorial services. A criminal case would cost $195.15 for municipal court services and $912.34 for prosecution, totaling $1,107.49 per case. Infraction cases would cost $208.40 per case, including $44.35 for court services and $164.05 for prosecution, while parking citations would cost $36.96 per case for court services.

Based on the 2024–2025 average of 589 criminal cases annually, estimated 2027 criminal court and prosecution expenses are $652,311.61, excluding public defense, and other separately

contracted services. Based on the 2025 annual total of 189 infractions, estimated 2027 infraction court and prosecution expenses are $39,387.60 and for 521 parking citations estimated expenses are $19,256.16. The total estimated expense are $710,955.37. Total annual expenditures will vary based on actual case volumes.

The proposed six-year ILA establishes these rates for January 1 through December 31, 2027. Beginning January 1, 2028, rates will be adjusted annually based on the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Seattle-Tacoma-Bellevue area, measured from June of the prior year to June of the current year. Annual adjustments will be subject to a minimum increase of 2% and a maximum increase of 6%. The City will notify the Port of adjusted rates by September of each year to support annual budget planning and provide greater cost predictability.

Public defense services are provided by Stewart MacNichols Harmell, Inc., PS under a separate contract and are not included in the proposed SeaTac court and prosecutor rates or ILA authorization. The Port's Legal Department administers legal services contracting under the applicable Delegation of Authority under Section 9, Legal Services, Claims and Other Representation.

JUSTIFICATION

The Interlocal Agreement supports the Century Agenda goals:

1. Goal 2, objective 3: Continuously improve the operational efficiency and customer experience at SEA.
2. Goal 6, Objective 16: Advance the Port's dedication to employee safety.
3. Goal 6, Objective 18: Partner and engage with external stakeholders to build healthy, safe, and equitable communities.

Since 2021, the Port has used SeaTac Municipal Court to adjudicate misdemeanor cases and infractions originating within SeaTac, including SEA. The department handled 586 criminal cases in 2024 and 592 in 2025, an average of 589 cases annually (approximately 49 per month). Many incidents at SEA involve property or disorder offenses, including theft and trespassing. Additionally, SeaTac Municipal Court adjudicates infractions and parking citations for the Port.

Prior to our SeaTac ILA, when referring in-custody cases to KCPAO we are required to book the defendant into the King County Jail. Due to changes in the King County Jail policy during 2020 and 2021, we were severely limited when we could book an in-custody arrest. Therefore, many offenders at SEA were arrested, escorted off property, released, and returned soon thereafter to the airport. Offenders often returned after leaving and have committed more serious crimes.

An interlocal agreement with Sea-Tac Municipal Court enables the Police Department to refer misdemeanor cases for prosecutorial and court services and will enable the department to book in-custody arrests into South Correctional Entity (SCORE).

Sea-Tac contracts with the South Correctional Entity (SCORE) for jail services. The Port Commission recently approved the 2027 contract pricing with SCORE, ensuring the continued availability of jail services for individuals arrested by Port of Seattle Police. Unlike King County Jail, SCORE accepts and holds most misdemeanor defendants until their first court appearance, reducing the need to release offenders who may immediately return to Port properties. This partnership supports the Department's efforts to address repeat offenders, improve public safety, and maintain a safe and secure environment at SEA.

Safety and security of all those at the airport is a high priority. This recommendation aligns with and compliments strategies being implemented by SEA Cares and is thus supported by the Steering Committee and Aviation Director Lance Lyttle.

DETAILS

Under the renewed ILA, misdemeanor referrals will continue to be reviewed by the SeaTac Prosecutor and, when appropriate, filed in SeaTac Municipal Court. The court will provide adjudication and related services. Public defense remains a separate contract. The proposed six-year ILA establishes agreed-upon 2027 per-case rates, with annual adjustments beginning January 1, 2028, based on the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Seattle-Tacoma-Bellevue area. Annual rate increases will be subject to a minimum of 2% and a maximum of 6%. The City will notify the Port of adjusted rates by September of each year to support annual budget planning and cost predictability.

The proposed financial structure reflects substantial progress through five amended City proposals. Final execution remains subject to required Port approvals and completion of the agreement.

Scope of Work

Scope of work is included in the ILA and includes the following:

(1) Filing, processing, adjudication of misdemeanor offenses
(2) Adjudication of traffic offenses
(3) Processing and tracking fines, payments, bail and other forfeitures
(4) Issuance of summons and notifications and subpoenaing of witnesses and parties
(5) Maintenance of court cases
(6) Probation services including overseeing community service work
(7) Domestic Violence Advocate as required
(8) Provide monthly case load report

ALTERNATIVES AND IMPLICATIONS CONSIDERED

The alternative is to refer cases to the King County Prosecuting Attorney's Office. This alternative is not recommended and does not further the Century Agenda and Aviation Division Goals regarding customer experience and public safety.

Alternative 1 – Continue utilizing King County Prosecuting Attorney's Office

Cost Implications: There is no budgetary cost to this alternative.

Pros:

(1) No cost

Cons:

(1) Low rate of prosecution
(2) Limited ability to book in-custody and repeat offenders
(3) Less officer productivity as they continue to respond to repeat offenders
(4) Higher rate of criminal activity at SEA properties
(5) Decreased Customer Experience
(6) Decreased safety at SEA

This is not the recommended alternative.

Alternative 2 – Enter into an ILA with Sea-Tac for prosecutorial and court services

Cost Implications: Approximately $652,311.61 in 2027 for criminal court and prosecutor services based on the recent two-year average case volume; $39,387.60 for infractions; $19,256.16 for parking citations; and additional expenses for public defense, and other services are excluded. Actual costs will depend on caseload.

Pros:

(1) Higher rate of prosecution
(2) Ability to book in-custody misdemeanor offenders into SCORE
(3) Reduction of repeat offenses from the same offenders
(4) Increase in officer productivity
(5) Improved customer experience at SEA
(6) Improved public safety at SEA

Cons:

(1) Cost of services

This is the recommended alternative.

FINANCIAL IMPLICATIONS

The proposed 2027 fees are assessed by case type. Criminal municipal court services cost $195.15 per case and criminal prosecution costs $912.34 per case, for a combined $1,107.49. At the two-year average of 589 criminal cases, the projected 2027 criminal case expense is $652,311.61. Based on the 2025 annual total of 189 infractions, estimated 2027 infraction court and

prosecution expenses are $39,387.60 and for 521 parking citations estimated expenses are $19,256.16. This projection excludes public defense, and any other separately incurred costs. Beginning January 1, 2028, per-case rates will be adjusted annually based on the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Seattle-Tacoma-Bellevue area, measured from June of the prior year to June of the current year. Annual rate increases will be subject to a minimum of 2% and a maximum of 6%. The City will notify the Port of adjusted rates by September of each year to support budget planning. Actual expenditures will vary based on case volume and applicable annual rate adjustments throughout the six-year agreement.

Service	Case type	Hours	Hourly rate	2027 per case
Municipal Court	Criminal	2.64	$73.92	$195.15
Municipal Court	Infraction	0.6	$73.92	$44.35
Municipal Court	Parking	0.5	$73.92	$36.96
Service	**Case type**	**Hours**	**Hourly rate**	**2027 per case**
Prosecutor	Criminal	5.5	$165.88	$912.34
Prosecutor	Infraction	1.75	$93.74	$164.05

Cost Estimate/Authorization Summary	Capital	Expense	Total
AUTHORIZATION			
Current request for authorization	0	$710,955.37	$710,955.37
Total authorizations, including this request	0	$710,955.37	$710,955.37
Remaining amount to be authorized	$0	$710,955.37	$710,955.37

Annual Budget Status and Source of Funds

Court and prosecution costs are operating expenses and have been approved and incorporated into the Port of Seattle Police Department's 2027 operating budget. Funding has been allocated to support the anticipated costs of municipal court and prosecutorial services under the proposed Interlocal Agreement. Future annual costs will be incorporated into the Department's operating budget, accounting for annual rate adjustments based on the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Seattle-Tacoma-Bellevue area, subject to a minimum annual increase of 2% and a maximum of 6% beginning in 2028. These adjustments will support predictable budget planning throughout the six-year agreement.

ATTACHMENTS TO THIS REQUEST

(1) 2027 Interlocal Agreement Between the Port of Seattle and the City of SeaTac for Municipal Court and Prosecutorial Services
(2) Port and SeaTac Muni Court ILA EXHIBIT A

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

September 28, 2021 – The Commission approved a new interlocal agreement with the City of SeaTac for Municipal Court and Prosecutorial Services

AN INTERLOCAL AGREEMENT BETWEEN THE PORT OF SEATTLE AND THE CITY OF SEATAC FOR THE PROVISION OF MUNICIPAL COURT AND PROSECUTORIAL SERVICES (YEAR 2027-2032)

THIS INTERLOCAL AGREEMENT, ("Agreement") is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, by and between the PORT OF SEATTLE ("Port"), a Washington municipal corporation, and the CITY OF SEATAC ("City"), a Washington municipal corporation, collectively referred to herein as the "Parties."

WHEREAS, the City is a municipal corporation organized under the laws of the State of Washington; and

WHEREAS, the SeaTac Municipal Court, pursuant to RCW 3.50.020, has exclusive original jurisdiction over traffic infractions arising under city ordinances and exclusive original criminal jurisdiction of all violations of ordinances duly adopted by the City and shall have original jurisdiction of all other actions brought to enforce or recover license penalties or forfeitures declared or given by such ordinances or by state statutes; and

WHEREAS, the Port owns and operates Seattle-Tacoma International Airport and owns other real property located within the boundaries of the City; and

WHEREAS, the City has the capacity to provide municipal court and prosecutorial services, and all related services to the Port in a manner beneficial to both parties, and the Port desires to use these services; and

WHEREAS, the Port and the City wish to cooperate and enter into this Agreement to provide for the orderly and efficient processing of all misdemeanor and traffic violations which shall rightly be adjudicated within the jurisdiction of the City's municipal court; and

WHEREAS, the term "misdemeanor" or any conjugation thereof shall be construed to include those offenses which can be classified as a "gross misdemeanor"; and

WHEREAS, the Interlocal Cooperation Act, codified in RCW 39.34, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities based on mutual advantage; and

WHEREAS, the Port and the City have, through their respective authorities and jurisdictions, established their own police forces to provide police services in their own jurisdictions; and

WHEREAS, the above referenced ILA No. 18-A00l, Chapter VII, Sections 7.1-7.3, established that the Port and the City Police Departments are authorized to engage as outlined in the Mutual Aid Police Powers Act, Chapter 10.93 RCW, to provide emergency assistance to each other based on need; and

WHEREAS, the Parties have previously entered into an ILA for Municipal Court and Prosecution Services with the effective controlling term of October 15, 2021, through December 31, 2024, with an extension through December 31, 2026; and

WHEREAS, the Parties agree that provision of services as detailed in this Agreement are in the best interest of the citizenry and administration of both public entities named herein.

NOW, THEREFORE, pursuant to Chapter 39.34 RCW, and in consideration of the mutual benefits and covenants described herein, the Port of Seattle and the City of SeaTac agree as follows:

A. **Purpose.** The purpose of this Interlocal Agreement is to make necessary arrangements for the prosecution and adjudication of misdemeanor offenses and civil infractions filed by the Port of Seattle Police that are within the boundaries of the City.

B. **City Services.** The City, through this Agreement, shall provide the following services to the Port:

1. **Municipal Court Services.** The City shall provide municipal court services and facilities for the processing of the Port of Seattle cases in the same manner and at the same level as the City provides for the same type of cases originating in SeaTac and as required by state statute, court rule, city ordinance, or other regulations now existing or hereafter amended. These services include, as applicable, the filing, processing, adjudication, and penalty enforcement of all misdemeanor offenses and civil infractions filed on January 1, 2027, or any date thereafter for the duration of this Agreement.

1.1. Judicial Officers. The City has appointed judicial officers by whom the inherent jurisdictional authority of such office shall be vested in them to adjudicate misdemeanor or traffic violations occurring within the concurrent jurisdictions of the Port and the City, issue search and arrest warrants, set procedures of establishing bail, arraignments and plea hearing, pretrial motions and evidentiary hearings, address matters related to discovery materials, preside in bench and jury trials, order presentence investigations, sentencing, pretrial motions, probation services, review hearings, and all other court functions as they relate to municipal court actions.

1.2. Court Staff. Except as the Port may elect hereinafter, the City shall provide court staff, including clerks and the court administrator to process and adjudicate all criminal and civil citations filed by the Port. Processing shall include filing, issuance of summons, maintenance of court cases, processing all fines and forfeitures for municipal cases, notification and subpoenaing of witnesses and parties. SeaTac Court shall have discretion in case flow management and schedule.

1.3. Probation Services. The City shall provide probation services for Port cases, including overseeing community service work to be performed in the City or as ordered by the Municipal Court Judge.

1.4 Performance Reports. The City will provide the Port with a monthly caseload report. The caseload report shall include the following information: filings by case type, dismissals, number and type of hearings, trial settings, number of cases disposed during the reporting period and type of disposition *(i.e.,* Stipulated Order of Continuance, Deferred Prosecution and Guilty Pleas).

1.5 Notice of Changes. The City will provide the Port with 60 days notice of changes to the manner or level of Municipal Court services that are likely to impact the Port and an opportunity to meet prior to the changes to discuss the changes and impacts.

2. Prosecution Services. All criminal and infraction cases covered by this Agreement shall be reviewed, filed, and fully prosecuted by the City's Legal Department and staff. The City shall have final case disposition authority on all cases submitted to the City by the Port for prosecution. The Port shall support the City's prosecution of Port cases fully by responding to subpoenas, attending court hearings, production of evidence and police reports, and coordination with the assigned prosecutor as needed to properly process each case.

2.1. Domestic Violence Advocate. The City shall provide Domestic Violence Advocate services as required by state law and as needed on a case-by-case basis. The Domestic Violence advocate and the Port Police shall coordinate in providing such services to ensure victim welfare and safety.

2.2. Appeals. If a defendant appeals a Port case pursuant to the Rules for Appeal of Decisions of Courts of Limited Jurisdiction (RALJ), the City prosecutor shall prepare and handle the appeal on behalf of the Port and serve as the attorney of record in the appeal. The Port shall be responsible for all appeal-related costs, including filing fees for the notice of appeal, costs associated with preparing or copying court recordings and the applicable hourly fees set forth in Exhibit A. The Port shall also reimburse the City for administrative costs associated with court-appointed attorney for indigent defense, as charged to the City.

2.3. Reporting. Upon request by the Port of Seattle, the City Attorney's office shall reasonably provide the Port with access to information related to the status of cases referred to the City by the Port for prosecution.

2.4. Notice of Changes. The City will provide the Port of Seattle with 60 days notice of changes to the manner or level of Prosecution services that are likely to impact the Port and an opportunity to meet prior to the changes to discuss the changes and impacts.

3. Police Reports and Evidence. The Port shall be responsible for gathering, collecting and providing police reports and evidence to the City Attorney's office in a timely and expeditious manner. Any costs associated with gathering, collecting, or maintaining the chain of custody shall be the responsibility of the Port, including appropriate mechanisms for delivery of evidence to the City. The City will provide the Port with 60 days notice of changes to the mechanisms for delivery of police reports and evidence, and an opportunity to meet to discuss the changes and impacts to the Port.

C. Term. The Term of this Agreement is for six (6) years and shall commence on January 1, 2027, and conclude on December 31, 2032. The Parties shall consult on a regular basis to establish necessary amendments to ensure the best results for both Parties. Without six (6) months' notice from the Parties herein, this Agreement automatically renews for another two (2) years through December 31, 2034.

D. Financial Provisions. In consideration of the services provided in the Agreement, the Parties agree to the following:

1. **Court-Mandated Payments.** The City shall accept and track court-mandated payments in criminal and infraction cases and bail or other forfeitures for the Port and deliver these payments to the Port on a monthly basis. The use of a collection agency by the City to collect court-mandated payments is permitted. The Port should receive one hundred percent (100%) of local revenues associated with Port of Seattle cases. Such revenues shall be accounted for by the SeaTac Municipal Court personnel in accordance with statutes and procedures governing such duties. Local court revenues include all fines, forfeited bail, penalties, parking tickets and other court cost recoupment and payments received as a result of Port cases.

2. **Payment of State and County Assessments.** The Port shall be responsible for the payment of all state and county fees and collections costs associated with Port of Seattle cases.

3. **Witness Fees.** The Port shall reimburse all fees for witnesses requested by the prosecutor in Port of Seattle cases.

4. **Jury Fees.** The Port shall reimburse the City for all jury fees for Port of Seattle court cases.

5. **Interpreter Services.** The Port shall reimburse City for all language interpretation services required for defendants in Port of Seattle court cases.

6. **Public Defender Services.** The Port shall independently contract for indigent defense services and pay all associated costs, including securing supplemental public defense services when needed for conflict-of-interest cases.

7. **Jail Costs.** The Port shall be responsible for incarceration arrangements for its defendants and costs for such incarceration, including reimbursement of medical providers as required by RCW 70.48.130 for all Port of Seattle defendants. The Port shall be responsible for prisoner transports to and from SeaTac Municipal Court.

8. **Service Fees.** The Parties agree to service fees as indicated in Exhibit A. The rates in Exhibit A apply from January 1, 2027, to December 31, 2027. Effective January 1 of each year thereafter, rates will be adjusted based on the CPI-W for the Seattle-Tacoma-Bellevue areas, from June of the prior year to June of the current year. Adjustment is subject to a minimum increase of 2% and a maximum of 6%. The City will notify the Port of the adjusted rates by September of each year.

9. **Payment of Fees.** Invoices for contract services fees shall be issued quarterly no later than April 30, July 31, October 31, and January 31, and due thirty (30) days

after the date of the invoice.

E. **Periodic Adjustments.** During the Term, the Parties shall engage in a financial analysis to ensure that the City's costs are fully recovered, and no additional revenues accrue from the Port to the City for providing court services, as required by State Law. That analysis will include the following considerations:

1. **Changes to Mandates.** In the event that the City of SeaTac's municipal court duties and accompanying costs for the Port are expanded or contracted due to state or federal mandates, the Parties agree to negotiate a reasonable increase or decrease in the fees to be reflected in the reconciliation process below.

F. **Agreement Administration.** The City will provide prosecutorial services on behalf of the Port in the pursuit of justice. Interested Port employees or designees thereof are to be invited to interdepartmental meetings regarding prosecutorial process, court process, or any matters relevant to the purpose of this ILA.

G. **Dispute Resolution.** Any disputes or questions of interpretation of this Agreement that may arise between the Parties shall be governed by the Dispute Resolution provisions herein. If a dispute arises, staff from each of the Parties shall endeavor to resolve the dispute at the staff level. If the dispute remains unresolved, then the Chief of the Port Police Department and the City Attorney, or their designees, shall attempt to reach resolution in a timely manner. In the event the dispute survives the two-preliminary dispute resolution processes above, the Parties agree to binding arbitration of the matter. A neutral arbitrator shall be selected and mutually agreed upon by the Port and the City. The laws of the State of Washington shall control any disputes arising from this Agreement. At all times during the dispute resolution process, the Parties shall continue to carry out their responsibilities under this Agreement.

H. **Indemnification.** Both Parties shall indemnify, defend, and hold harmless the other party, its commissioners, officials, officers, agents, and employees from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatever, including costs and attorneys' fees in defense thereof, for injuries, sickness, or death of persons, or damage to property, or the violation of a person's civil rights, which is caused by or arises out of either Party's acts, errors, or omissions with respect to the subject matter of this Agreement, or any act or omission of any agent retained by or contracted with by the Parties to provide services covered by this Agreement.

I. **Termination.** Both Parties shall reserve the right to terminate this Agreement, provided that the terminating party notifies the other party six (6) months prior to such termination.

J. **Amendment.** The Parties may make an amendment to this ILA provided it is minor. A minor amendment is one that does not change the substance or intent of the existing Agreement. The ILA may be amended by a Letter of Agreement (LOA) executed by the Port of Seattle Executive Director and the City Manager. All LOA's will be attached to this Agreement. Any substantive amendments to the ILA shall be approved by the Parties' legislative bodies.

SIGNATURE PAGE

DATE effective on the last signature below.

DATED: _____

PORT OF SEATTLE, a Washington municipal corporation

_____
By: Stephen P. Metruck
Its: Executive Director

APPROVED AS TO FORM:

_____
Jessica Nadelman
Port of Seattle Counsel

DATED: _____

CITY OF SEATAC, a Washington municipal corporation

_____
By: _____
Its: _____

APPROVED AS TO FORM:

_____
Cindy Corsilles
City of SeaTac, City Attorney

EXHIBIT A

INTERLOCAL AGREEMENT BETWEEN THE PORT OF SEATTLE, AND THE CITY OF SEATAC FOR THE PROVISION OF MUNICIPAL COURT AND PROSECUTORIAL SERVICES

The parties agree to rates for January 1, 2027 through December 31, 2027 as follows:

Municipal Court Services:

Case Type	Hours	Hourly Rate	2027 per case
Criminal	2.64	73.92	195.15
Infraction	0.6	73.92	44.35
Parking	0.5	73.92	36.96

Prosecutor Services:

Case Type	Hours	Hourly Rate	2027 per case
Criminal	5.5	165.88	912.34
Infraction	1.75	93.74	164.05

COMMISSION
AGENDA MEMORANDUM **Item No.** 8l

ACTION ITEM **Date of Meeting** November 17, 2026

DATE : October 30, 2026

TO: Stephen P. Metruck, Executive Director

FROM: Sarah Ogier, Director - Maritime Environment & Sustainability
Sarah Cox, Director - Aviation Environment & Sustainability
Joanna Florer, Sr. Manager - Maritime Environmental Programs
Megan King, Sr. Manager - Aviation Environmental Programs

SUBJECT: 2027 – 2031 Environmental Remediation Liability Program for Cleanup and Investigation of Historical Contamination

Amount of this request: $17,000,000

ACTION REQUESTED

Request Commission authorization for the Executive Director to (1) spend up to $17,000,000 in remediation funds in 2027, and (2) approve a five-year spending plan for $265,000,000 for the Environmental Remediation Liability program for 2027-2031.

EXECUTIVE SUMMARY

Projects within the Port's Environmental Remediation Liability (ERL) program address potential threats to human health and the environment caused by contamination resulting from historical industrial operations on Port properties and/or prior Port or Port tenant operations. As a major industrial landowner, the Port has significant environmental cleanup obligations, the costs of which are accounted for in accordance with the Government Accounting Standards Board (GASB) Statement No. 49.

The $17,000,000 requested annual spending authorization for 2027 will allow continuation of ongoing environmental investigations, testing, analysis, design, cleanup, and monitoring for projects in the Port's ERL portfolio, including the projects described below. The $265,000,000 five-year spending plan is the anticipated budget needed over the next five years for ERL activities and projects. This five-year spending plan is used to support contract procurement for work spanning multiple years. Executing contract obligations for longer durations minimizes the need to rework contracts and service directives each year and is appropriate as most of these efforts are multi-year in nature. The approval of the ERL five-year spending plan also provides greater visibility regarding the Port's projected ERL spending over a longer time horizon and aligns with the objectives of the Century Agenda, Long Range Plan, and Maritime, Aviation, Economic Development Division and Storm Water Utility Business Plans.

JUSTIFICATION

Environmental investigation and remediation activities under the ERL Program are generally required under state or federal law. Port activities associated with ERL projects may include:

(1) Perform investigative and remediation work in accordance with state and federal requirements in consideration of current and potential future uses of the sites.
(2) Maintain robust project controls and contract systems.
(3) Facilitate public participation to identify and consider community input.
(4) Research and identify innovative cleanup techniques.

Diversity in Contracting

Procurement for consultants to support this work is covered under separate Executive and/or Commission authorizations. Diversity in contracting will be included in any future procurements to determine the appropriate women and minority owned business Enterprise utilization goal for each new contract.

DETAILS

The following remediation sites or projects listed below are included in the annual budget and the 5-year spending plan.

Maritime Sites/Projects

South Park Marina – Ecology identified the South Park Marina as a potential source control site (a contaminated site that may be a source of contamination to the adjacent waterbody) on the Lower Duwamish Waterway (LDW) in 2004. The Department of Ecology (Ecology) identified the Port as a Potentially Liable Person (PLP) for the cleanup of this site, due to the Port's historical ownership of an upland portion of the marina. Other PLPs include the City of Seattle and South Park Marina. In March 2019, the three parties signed a preliminary cost-sharing agreement and an Ecology order to perform a Remedial Investigation (RI). The RI was completed on September 1, 2026. A new order to perform a Feasibility Study (FS) and a Cleanup Action Plan (CAP) was executed in August 2026. The work is anticipated to begin in 2027 after selecting a contractor and take five years to complete. The contracting process is currently being led by the City of Seattle.

Terminal 108 – Ecology identified Terminal 108 as a potential source control site on the LDW in 2004 and referred the site to Environmental Protection Agency (EPA). In early 2020, the Port, City of Seattle, and King County agreed to an order with EPA to prepare an Engineering Evaluation/Cost Analysis (EE/CA) along with a preliminary cost-sharing agreement. A draft EE/CA report was submitted to EPA in 2026. Remedial design is anticipated to begin in 2027 and take two years to complete. Construction contracting led by the Port is expected to begin in 2030.

Terminal 115/Plant 1 – Ecology identified Terminal 115, the site of the historic Boeing Plant 1, as a potential source control site on the LDW in 2004. Ecology identified the Port (current owner) and Boeing (historical owner) as PLPs. In 2010, Boeing and the Port entered an order with Ecology to perform an RI/FS and agreed to a preliminary cost sharing agreement. The RI report was submitted to Ecology in 2026. The FS and CAP is expected to begin in 2027 and to be completed

within two years. Remedial Design is expected to begin in 2029, and construction contracting led by the Port is expected to begin in 2030.

Terminal 115 North –Terminal 115 North is located adjacent to Glacier Bay, a high-priority cleanup area within the LDW. Under a 2010 order with Ecology, the Port completed an RI in 2024 and began working on the FS in 2025. The draft FS will be submitted to Ecology in 2027. A final FS is anticipated for 2028, the CAP is anticipated for 2029, Remedial Design is anticipated for 2030, and construction contracting led by the Port is anticipated for 2031.

Harbor Island Superfund Site East Waterway Sediments Operable Unit – In 2006, the Port signed an order with EPA to conduct a Supplemental RI/FS and signed a cost sharing agreement with the City of Seattle and King County. EPA approved the final RI in January 2014 and the final FS in June 2019. In May 2024, EPA issued an interim Record of Decision that identifies the selected cleanup approach. In October 2025, the Port, City of Seattle, and King County signed a new cost-sharing agreement and order with EPA to perform the Remedial Design work that began in April 2026 and is anticipated to take six years to complete.

Terminal 25 South – This site is adjacent to and partially within the East Waterway Sediments Operable Unit of the Harbor Island Superfund Site. Contamination at the site was identified in 2021. In 2022, the Port signed an order with EPA to conduct an EE/CA, which was completed in June 2026. The cleanup is being coordinated with the creation of a habitat site. Design and permitting authorization were approved under a separate Commission action but funding is approved through the annual ERL authorization. Cleanup and habitat construction led by the Port is expected to begin in 2029 and to be completed by 2031.

Terminal 10/Lockheed – Lockheed Martin previously performed the upland and sediment cleanup required by EPA. As the current property owner, the Port has continuing obligations to: maintain the upland cap and the habitat restoration area, manage any contaminated soil and groundwater encountered or removed during redevelopment or maintenance activities, and protect Lockheed's groundwater monitoring wells. Long-term monitoring of the site is ongoing.

Terminal 91 – Investigation and cleanup of this site is being administered by Ecology under a State Dangerous Waste Permit and Model Toxics Control Act (MTCA) orders. Upland and in-water (i.e., sediments) areas are being addressed under separate orders with Ecology.

T-91 Upland: The upland cleanup work was completed in mid-2015 and long-term groundwater monitoring and maintenance has been ongoing.

T-91 In-water (Sediment): The site sediments are particularly complicated due to the presence discarded military munitions from the Navy's use of the site during the World War II era. In 2016, under an Ecology order, the Port conducted a preliminary sediment investigation. In 2020, under an Ecology order, the Port conducted an RI of the sediments, which was completed in 2024. In 2023, an order amendment was signed to perform an FS and prepare a Cleanup Action Plan (CAP). The FS began in 2025 and is expected to be completed in 2027. The CAP will be prepared after the FS and is anticipated to be completed by 2029. The Port is also

implementing an Interim Action that is required when conducting maintenance dredging in MTCA cleanup sites.

Lower Duwamish Waterway Superfund Site – The LDW riverbed (sediments) is a federal Superfund site under CERCLA and a state-listed cleanup site under MTCA. Together the Port, the City of Seattle, King County, and Boeing completed a Remedial Investigation and Feasibility Study (RI/FS) under a 2000 order with EPA and Ecology. Under amendments to the 2000 order, the parties completed additional studies to evaluate the potential effectiveness of using carbon amendment in the cleanup; to identify and categorize human uses of the river including for fishing; and to complete pre-design baseline monitoring; and to design the cleanup of the upper and middle thirds of the LDW.

On September 21, 2026 the LDW Consent Decree (CD) was entered. The CD requires the City, County, and Boeing – not the Port – to implement the LDW cleanup, and marks completion of the Port's obligation to reimburse 25% of ongoing design costs. Once the Port reimburses its share of costs accrued prior to the date the CD was entered, the Port has no further regulatory obligation for the LDW sediments cleanup.

Completed/Longterm Monitoring Sites

Terminal 30 – Terminal 30 is a former Chevron bulk petroleum product storage site under an Ecology order. Since the 1990s, the Port has removed significant amounts of petroleum product from the groundwater and conducted an extensive groundwater-monitoring program. The Port signed a CD in early 2017 to perform the cleanup using an air sparging system, which was completed in 2019. The Port currently operates the air sparging system, removes contamination, and performs long-term groundwater monitoring. The successful cleanup performance has the Port and Ecology considering a reduced long-term monitoring scope that may include discontinuation of air sparge operations, reducing frequency of monitoring, and completing hydraulic recovery events. No changes in the budget are being made until Ecology formally approves the reduced scope.

Terminal 5 Ecology State Cleanup Sites – As part of the past Terminal 5 Southwest Harbor redevelopment in the 1990s, the Port completed remediation at four sites under consent decrees with Ecology, including installation of an environmental cap and a methane collection system at the site of the former West Seattle Landfill. Current obligations related to those cleanups include on-going cap inspection and maintenance of the cap areas. Targeted cleanup was performed in 2021. Additional investigation was completed in 2022 that determined no additional cleanup actions are warranted. Long-term monitoring of the site is ongoing.

Terminal 5 Pacific Sound Resources Superfund Site – This site cleanup was completed under an EPA order as part of the Terminal 5 Southwest Harbor redevelopment project. Ongoing obligations include performing cap inspection and maintenance, product recovery, and monitoring EPA activities related to the groundwater and the offshore sediments. In 2021, the Port completed upland cap maintenance consisting of pavement repairs and reapplication of pavement seal coat. Long-term monitoring of the site and cap maintenance is ongoing.

Harbor Island Superfund Site Soil and Groundwater Operable Unit – Cleanup of this Superfund site was performed under a CD with EPA that requires 30 years of long-term groundwater monitoring following completion of the cleanup action in 2007. Terminal 18 is within this site and requires ongoing long-term monitoring and cap maintenance.

Aviation Sites/Projects

Lora Lake Apartments – In 2009, the Port and Ecology an order that required the Port to conduct an RI/FS for the cleanup of the Lora Lake Apartments Property. A subsequent Consent Decree (CD) was executed in 2015 for remediation of the site, which completed in 2019. Post-remediation monitoring work was completed in 2024. Ecology has not yet initiated a 5-year periodic review process. In the meantime, the Port is conducting long-term monitoring based on recommendations proposed in the 2024 Annual Monitoring Report by providing monitoring through 2027. Environmental covenants for the parcels where contaminated soil remains beneath engineered covers require maintaining the integrity of the covers and restricted extraction of groundwater. The soil cover constructed at the Lora Lake Apartments parcel was designed as a temporary cover. The future redeveloped surface of the property will provide the final cover, as required by the CD. The final redeveloped surface cover completion has been extended with Ecology's approval to fall of 2033. Redevelopment of the property is in planning phases by Aviation Real Estate and Properties.

SeaTac Airport PFAS - In 2018, the Port initiated a voluntary investigation of soil and groundwater at SEA associated with historical use of aqueous film-forming foam that contained per- and polyfluoroalkyl substances (PFAS). Results were submitted to the Ecology in 2023. Ecology identified the site for potential cleanup in 2025; the Port accepted PLP status on February 18, 2025. After this date, actions associated with PFAS at SEA are considered ERL costs. The Port and Ecology are negotiating a cleanup order, anticipated to be effective in 2027. Ongoing activities are anticipated to include groundwater monitoring and development of a RI work plan.

Schedule

Schedules are outlined in the various legal agreements for individual sites.

ALTERNATIVES AND IMPLICATIONS CONSIDERED

Alternative 1 – Do not approve funding authorization and spending plan and do not complete the associated work.

Pros:

(1) Could save money in the short-term, until the regulator decided to enforce the already signed agreements.

Cons:

(1) Could result in the regulators, including Ecology or EPA, taking enforcement action that could lead to state or federal agency implementing the work at the expense of the Port. In this case, the Port would be liable for three times the costs incurred by the regulator.
(2) The Port would lose the opportunity to employ the flexibility contained in the controlling regulations, to define and direct the work, and to manage costs.
(3) Would not comply with Port's obligations to remediate the sites.
(4) Would not honor our cost sharing agreements for multiple sites.
(5) Would delay work previously agreed to under existing regulatory orders or under voluntary programs.

(6) Would erode trust between the Port, regulators, and the public, and may affect other projects and other agencies.

This is not the recommended alternative.

Alternative 2 – Approve funding authorization and spending plan and complete the associated work.

Pros:

(1) Meets our commitments under existing orders and cost sharing agreements.
(2) Provides the opportunity to employ flexibility under the regulations with respect to current and future uses of Port property under the agreements.
(3) Provides for use of trained workforce with specific technical expertise.
(4) Provides consistent reporting and documentation.
(5) Allows for technical development of Port staff.
(6) Keeps in-house historical knowledge of Port-owned sites.

Cons:

(1) Requires staff time.
(2) Port fronts some of the upfront costs for legacy contamination on our properties until future cost recovery occurs.

This is the recommended alternative.

FINANCIAL IMPLICATIONS

The following table summarizes 2027 through 2031 forecasted budget for environmental remediation projects, which is based on the scope described under the "Details" section of this memorandum.

Five-Year Budget

	2027	2028	2029	2030	2031	**2027-2031 (Total)**
Project Spending	**17,000,000**	34,000,000	56,000,000	86,000,000	72,000,000	**265,000,000**

Annual Budget Status and Source of Funds

Environmental cleanup projects have multiple funding sources: (1) Maritime and Economic Development ERL projects are funded by the Port's Tax Levy via the Environmental Liability Fund; (2) Airport projects are funded by the Airport Development Fund. Additionally, there are supplementary outside sources of funding, including the following:

- Contributions from other potentially responsible parties (payment from cost-sharing or contribution agreements);
- Settlements with other parties;
- Insurance recoveries; and
- Department of Ecology grants.

ADDITIONAL BACKGROUND

The Port has identified several contaminated sites that must be investigated and remediated in compliance with federal and state environmental laws and regulations. In some cases, the Port has been designated by the federal government as a "Potentially Responsible Person" (PRP), and/or by the state government as a "Potentially Liable Party" (PLP) for the investigation and cleanup of properties owned by the Port or where the Port may have contributed to site contamination.

Although the Port may not ultimately bear all or even most of the liability for the contamination, under federal and state law, the Port is presumptively liable as the property owner, and it is often practically and financially beneficial for the Port to take initial responsibility to manage and pay for the cleanup, and later seek proportional recovery of its costs from other liable parties.

In many cases, the Port has successfully recovered and/or will seek recovery from other responsible parties for Port-incurred investigation and cleanup costs. The Port also has been successful in receiving MTCA grant funds to pay part of the cleanup costs. The Port's goals are to cost-effectively complete this work and to maximize recoveries from responsible parties.

To manage such environmental expenditures, the Port also encourages, coordinates with, and oversees the investigation and cleanup of sites by other potentially responsible parties, to assure that legal requirements are met and that Port liabilities are minimized. Regardless of whether the Port conducts the investigation and remediation directly or oversees the proper performance of that work by other responsible parties, the Port provides a valuable public benefit by acting as a catalyst in expediting appropriate environmental management of these sites.

Accounting rules require that the Port "book" or establish a liability on its balance sheet for environmental remediation when the Port's obligation meets specified definitions of certainty, and the liability amount can be reasonably estimated. When an environmental remediation liability is booked, an expense is also recorded in the current period for the future expenditures. The Port develops its environmental remediation liability forecasts in compliance with GASB Statement No. 49 "Accounting and Financial Reporting for Pollution Remediation Obligations".

Environmental liability expenditures are authorized in one of two ways:

(1) If incremental ERL costs are incurred during a construction project, the Commission authorization occurs as part of an authorization for the overall construction project and is not included in this annual ERL authorization. Examples of this include asbestos removal, off-site soil disposal during construction, or upland dredge material disposal.
(2) If the environmental cost is not associated with a capital construction project or maintenance (including asbestos and lead), but is a stand-alone pollution remediation project, the expenditure is authorized through annual ERL Commission approval

Since 1993, the Commission has approved annual ERL expenditures. In addition, Commission authorization is obtained prior to entering legal commitments for investigation or cleanup actions, such as an Agreed Order, Administrative Order on Consent (AOC), or Administrative

Settlement Agreement and Order on Consent (ASAOC) (collectively referred to as "orders"). Under such orders, the Port may be required to pay agency oversight costs, which are included where appropriate in the 2027 budget and 5-year spending plan. Further, to the extent required by the General Delegation of Authority, Central Procurement Office contract actions in support of approved environmental projects may require additional Commission authorization, e.g. construction contracts.

Since 1993, the Port has booked liabilities to recognize these obligations. While Port environmental cleanup projects typically span several years, more complex projects are often active for over 15 years or more.

ATTACHMENTS TO THIS REQUEST

(1) Map of ERL Sites Aviation
(2) Map of ERL Sites North Maritime
(3) Map of ERL Sites South Maritime

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

November 11, 2025 - The Commission approved (1) spend environmental remediation funds for 2026 in the amount of $30,000,000 and (2) approve a five-year spending plan for $259,000,000 for the environmental remediation liability program for 2026-2030.

November 1, 2024 - The Commission approved (1) spend environmental remediation funds for 2025 in the amount of $19,700,000 and (2) approve a five-year spending plan for $211,000,000 for the environmental remediation liability program for 2025-2029, of which an estimated not-to-exceed amount of $50,000,000 will be obligated during 2025 to be spent in future years.

November 21, 2023 – The Commission approved (1) spend environmental remediation funds for 2024 in the amount of $11,400,000 and (2) approve a five-year spending plan for $148,000,000 for the environmental remediation liability program for 2024-2028, of which an estimated not-to-exceed amount of $20,000,000 will be obligated during 2024 to be spent in future years.

November 29, 2022 – The Commission approved (1) spend environmental remediation funds for 2023 in the amount of $11,000,000 and (2) approve a five-year spending plan for $103,000,000 for the environmental remediation liability program for 2023-2027, of which an estimated not-to-exceed amount of $30,000,000 will be obligated during 2023 to be spent in future years.

November 9, 2021 – The Commission approved the 2022 (1) spend environmental remediation funds for 2022 in the amount of $16,000,000 and (2) approve a five-year spending plan for $114,000,000 for the environmental remediation liability program for 2022-2026, of which an amount estimated not to exceed $30,000,000 will be obligated during 2022 to be spent in future years.

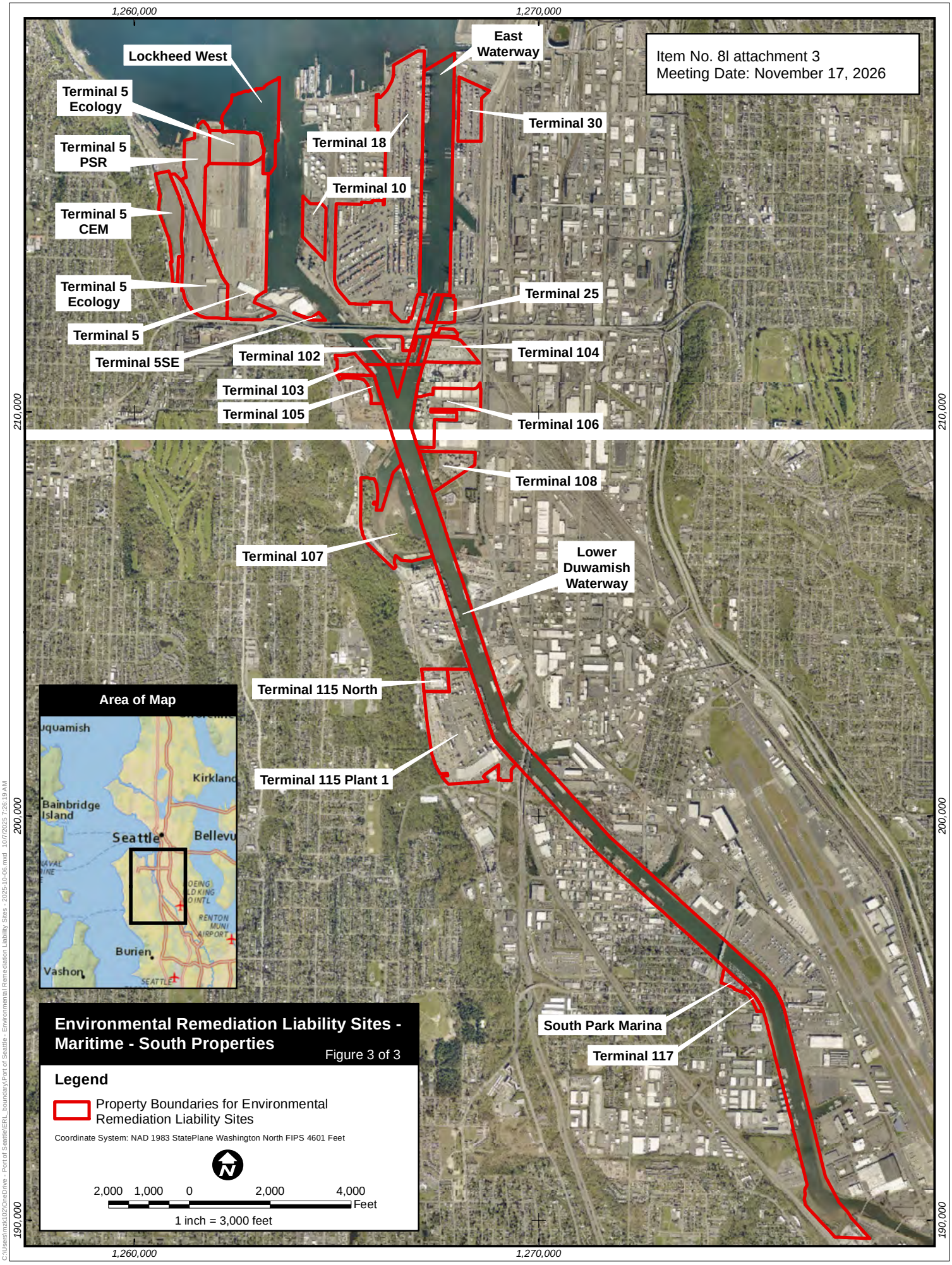
November 10, 2020 – The Commission approved the 2021 (1) spend environmental remediation funds for 2021 in the amount of $33,100,000 and (2) approve a five-year spending plan for $106,220,000 for the environmental remediation liability program for 2021-2025, of which an amount estimated not to exceed $30,000,000 will be obligated during 2021 to be spent in future years.

November 19, 2019 - The Commission approved the 2020 (1) spend environmental remediation funds for 2020 in the amount of $28,730,000 and (2) approve a five-year spending plan for $123,312,000 for the environmental remediation liability program for 2020-2024, of which an amount estimated not to exceed $30,000,000 will be obligated during 2020 to be spent in future years.

November 13, 2018 – the Commission approved the 2019 (1) spend environmental remediation liabilities funds for 2018 in the amount of $17,025,000; (2) approving a five-year spending plan of $116,026,000 for the Environmental Remediation Liability (ERL) Program for 2019 to 2023 of which an amount estimated not to exceed $30,000,000 will be obligated during 2019 to be spent in future years.


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Item No 8I. Attachment No.1
Meeting Date: November 17, 2026
Lora Lake Apartments
SEATAC Airport PFAS
Seattle Tacoma
International Airport
Environmental Remediation Liability Sites - Aviation
Legend
Property Boundaries for
Environmental Remediation Liability Sites
0
2000
4000
Feet
N
Coordinate System: NAD 83 Washington State Plane North (USFT) - 4601
Seattle
Auburn


Item No. 8I attachment 2
Meeting Date: November 17, 2026
1,250,000
1,260,000
250,000
240,000
230,000
Terminal 91
Area of Map
Kirkland
Bainbridge Island
Seattle
Bellevu
BOEING FLD KING CO INTL
RENTON MUNI AIRPORT
Burien
Vashon
Environmental Remediation Liability Sites - Maritime - North Properties
Figure 2 of 3
Legend
Property Boundaries for Environmental Remediation Liability Sites
Coordinate System: NAD 1983 StatePlane Washington North FIPS 4601 Feet
2,000 1,000 0 2,000 4,000
Feet
1 inch = 3,000 feet


Item No. 8I attachment 3
Meeting Date: November 17, 2026
1,260,000
1,270,000
210,000
200,000
190,000
Lockheed West
East Waterway
Terminal 5 Ecology
Terminal 30
Terminal 5 PSR
Terminal 18
Terminal 10
Terminal 5 CEM
Terminal 5 Ecology
Terminal 25
Terminal 5
Terminal 5SE
Terminal 102
Terminal 104
Terminal 103
Terminal 105
Terminal 106
Terminal 108
Terminal 107
Lower Duwamish Waterway
Terminal 115 North
Terminal 115 Plant 1
South Park Marina
Terminal 117
Area of Map
Kirkland
Bainbridge Island
Seattle
Bellevue
Burien
Vashon
Environmental Remediation Liability Sites - Maritime - South Properties
Figure 3 of 3
Legend
Property Boundaries for Environmental Remediation Liability Sites
Coordinate System: NAD 1983 StatePlane Washington North FIPS 4601 Feet
2,000 1,000 0 2,000 4,000
Feet
1 inch = 3,000 feet

COMMISSION
AGENDA MEMORANDUM **Item No.** 8m

ACTION ITEM **Date of Meeting** November 17, 2026

DATE : September 30, 2026

TO: Stephen P. Metruck, Executive Director

FROM: Jennifer Maietta, Director Real Estate Asset Management
Kelly Purnell, Capital Project Manager V

SUBJECT: Fishermen's Terminal – Washington Maritime Blue, First Amendment

Amount of this request: $300,000

ACTION REQUESTED

Request Commission authorization for the Executive Director to approve the First Amendment to the Washington Maritime Blue ("Maritime Blue") adding an additional six months to the initial lease term, Rent Commencement and Early Termination dates, and increasing the Tenant Improvement allowance by a not to exceed amount of $300,000 to reimburse Maritime Blue to complete the installation of the solar panels required for the Living Building Challenge ("LBC").

EXECUTIVE SUMMARY

Maritime Blue has requested a six-month extension of the Rent Commencement Date and Early Termination Date due to a delay in their tenant improvement funding. As a result, an additional 6-months will be added to the initial 10-year term for a total of 126 months to ensure there is no loss of revenue during the primary term of the lease. Additionally, the Port was unable to install all of the required solar panels for the living building challenge during the MInC project due to a delay in the delivery of approximately half the solar panels with their installation significantly impacting the timing of the substantial completion of the MInC project and timely delivery of the Premises to Maritime Blue. To meet and expedite the living building challenge monitoring requirements, Maritime Blue has agreed to complete the installation of the remaining solar panels as a part of their Tenant Improvements, relieving the Port of its obligation to install the remaining solar panels as a port of Lessor's Work under the Lease terms and conditions subject to reimbursement by the Port. Therefore, the First Amendment would include an additional tenant improvement allowance to reimburse Maritime Blue in an amount not to exceed $300,000 for the installation of the additional solar panels.

JUSTIFICATION

Maritime Blue entered into a lease with the Port effective March 21, 2025, which commenced June 16, 2026 as determined by the substantial completion of the Port's Work. Maritime Blue was to have commenced its tenant improvements upon delivery of the Premises and have the improvements completed no later than March 16, 2026 or the lease may be terminated by the Port and result in significant penalties. Due to a delay in reaching the timing of their capital funding campaign goals,

Maritime Blue has requested an additional six months to finalize its funding to perform their tenant improvement work. Currently, Maritime Blue has verbal commitments of 100% for its capital funding with these becoming signatories in November and anticipate Tenant Improvements to commence January 2027. This six-month extension would further adjust the Rent Commencement Date from December 17, 2026, to June 16, 2027 and the Early Termination Outside Completion Date (for TI) from March 18, 2027, to September 18, 2027. The primary term of the lease would be extended by six months from June 15, 2036, to December 15, 2036. By extending the term by six months there is no loss of net revenue for the Port during the primary term of the lease.

Additionally, the Port was unable to install all of the required solar panels for the living building challenge during the MInC project due to a delay in the delivery of approximately half the solar panels with their installation significantly impacting the timing of the substantial completion of the MInC project and timely delivery of the Premises to Maritime Blue resulting in significant penalties. The intent was to install them as a separate project. However, performing the installation of the solar panels after the completion of the MInC project would require a new permit and contract resulting in significant delays and not be completed in coordination with the tenant improvements causing delays in the LBC 12-month monitoring requirements. To meet and expedite the LBC monitoring requirements, Maritime Blue has agreed to complete the installation of the remaining solar panels as a part of their tenant improvements, relieving the Port of its obligation to install the remaining solar panels as a part of the "Lessor's Work" under the lease terms and conditions subject to reimbursement by the Port. This will allow for timely coordination of the living building challenge monitoring to achieve living building certification. Therefore, the First Amendment would include an additional tenant improvement allowance to reimburse Maritime Blue in an amount not to exceed $300,000 for the installation of the additional solar panels.

ALTERNATIVES AND IMPLICATIONS CONSIDERED

The timely installation of the solar panels is required to commence with the living building challenge 12-month monitoring for the living building challenge certification.

Alternative 1 – Port procures and installs the solar panels

Cost Implications: $285,000

Pros:

(1) Port would have control over the installation.

Cons:

(1) Would require a long-lead time for a new permit and contract for installation.
(2) Would more than likely not align with completion of tenant improvements with strong potential to delay living building challenge monitoring required for LBC certification.
(3) Would require extended overheads including permit and associated costs with Port contracted installation.

This is not the recommended alternative.

Alternative 2 – Maritime Blue installs the solar panels

Cost Implications: Estimate $200,000

Pros:

(1) Can be installed under the Maritime Blue tenant improvement permit
(2) Would align with the completion of tenant improvements with no delay in the living building challenge monitoring for certification.
(3) If installation is not completed by Maritime Blue, the Port could still install solar panels specific to a new tenant's use and design requirements for living building challenge.

Cons:

(1) Relies upon Maritime Blue's completion of the tenant improvements including the solar panel scope.

This is the recommended alternative.

FINANCIAL IMPLICATIONS

The not to exceed additional tenant improvement amount for the installation of the solar panels will ensure that Port is reimbursing for actual costs incurred by Maritime Blue with the Port owning the asset. The power generated by the solar panels will go back into operating the building in accordance with the Living Building Challenge requirements. If there is excess power generated by the solar panels, it will support Fishermen's Terminal power needs.

Annual Budget Status and Source of Funds

The cost of solar installation was originally included in the MInC construction authorization budget with $185,000 unspent. Installation of the remaining solar panels by the Port post MInC project completion would require extended overheads including permitting and associated costs with Port contracted installation estimated to be $285,000.

The value of the primary term is approximately $4M including the application of tenant improvement reimbursement. The tenant improvement reimbursement funds will be recovered by the base rent revenue during the first 5 years of the primary term.

Financial Analysis and Summary

Project cost for analysis	$1,189,100 (Original TI + solar panel installation)
Business Unit (BU)	Portfolio Management
Effect on business performance (NOI after depreciation)	The extension of the rent commencement date has an immaterial effect on the leases' NPV. The lease generates approximately $4M over the course of the primary term (10 yrs).
IRR/NPV (if relevant)	NPV= $2.7M Payback= 3.4 years
CPE Impact	NA

ATTACHMENTS TO THIS REQUEST

(1) Draft First Amendment to Lease
(2) Presentation slides

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

November 19, 2024 – The Commission authorized Executive Director Metruck to execute the Lease for the Maritime Innovation Center at Fishermen's Terminal by and between Washington Maritime Blue and the Port of Seattle.

FIRST AMENDMENT TO LEASE
BETWEEN
PORT OF SEATTLE
AND
WASHINGTON MARITIME BLUE
AT
FISHERMEN'S TERMINAL

THIS FIRST AMENDMENT TO LEASE (the "Amendment") is made by and between the PORT OF SEATTLE, a Washington municipal corporation (the "Port"), and Washington Maritime Blue, a Washington nonprofit corporation (the "Lessee"), and shall be effective as of the date it has been mutually executed by both parties to the Amendment.

W I T N E S S E T H :

WHEREAS, the parties entered into a Term Lease agreement dated March 21, 2025, hereinafter called "Basic Lease," covering certain premises and activities by Lessee at Fishermen's Terminal, Seattle, Washington; and

WHEREAS, in accordance with the Basic Lease terms and conditions a notice dated March 23, 2026, established the Commencement Date as June 16, 2026, the "Rent Commencement Date" as December 17, 2026, and the Tenant Improvement "Outside Completion Date" as March 18, 2027, which shall be superseded by this First Amendment as agreed to by the parties; and

WHEREAS, the Lessee has agreed to complete the installation of the remaining solar panels in connection with the Living Building solar requirements as a part of their Tenant Improvement work relieving the Port of its obligation to install the remaining solar panels as part of Lessor's Work under the Basic Lease terms and conditions; and

WHEREAS, the parties now wish to amend the Basic Lease to incorporate an additional six (6) months to the initial term for a total initial lease term of ten (10) years and six (6) months; confirm the Commencement Date under Section 2.1; revise and establish the "Outside Completion Date" for the Tenant Improvements under Section 2.2, revise and establish the "Rent Commencement Date" and Base Rent provisions under Section 3.1; and amend the Tenant Improvement Allowance total for the solar panel installation, payment terms, and limits under Section 7.1.

NOW, THEREFOR, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Amendment to Section 2.1 (Lease Term).** Section 2.1 of the Original Lease is hereby **deleted in its entirety** and replaced with the following:

"2.1. Lease Term. This Lease shall be for a term ("Term") of **ten (10) years and six (6) months**. The Lease Term shall officially commence on **June 16, 2026** (the "Commencement Date"), and, unless sooner terminated in accordance with the provisions of this Lease, shall expire at midnight on **December 15, 2036**. Lessee acknowledges and agrees that substantial completion of the Port's MInC redevelopment project described in Exhibits D and E attached hereto (the "Port's Work") occurred March 6, 2026 ("Substantial Completion") and the date the Port delivered the Premises to Lessee occurred March 18, 2026 ("Delivery Date")."

2. **Amendment to Section 2.2 (Early Termination).** Section 2.2 of the Original Lease is hereby **deleted in its entirety** and replaced with the following:

"**2.2. Early Termination.** If Lessee does not complete its Tenant Improvements as described in Exhibit C and Exhibit D by **September 18, 2027** (the "Outside Completion Date"), the Port may terminate this Lease by providing at least ninety (90) days prior written notice, which notice shall state the date the Lease will terminate (the notice being the "TI Early Termination Notice" and the date being the "TI Early Termination Date"). Upon such termination, this Lease will terminate and be of no further force or effect (except as explicitly provided herein) and the Port shall retain the Security, and Lessee shall pay a penalty in an amount equal to six (6) months' of Base Rent (the "Tenant Improvement Early Termination Penalty"). By accepting the Tenant Improvement Early Termination Penalty the Port does not forego or waive any other of the Port's rights under the terms and conditions of this Lease. The Tenant Improvement Early Termination Penalty shall become due immediately on the TI Early Termination Date and shall be considered Rent for the purposes of the accrual of late charges. Notwithstanding the foregoing, if, after receipt of the TI Early Termination Notice, Lessee completes the Tenant Improvements prior to the TI Early Termination Date, then the Tenant Improvement Early Termination Penalty shall not be payable and this Lease shall not terminate and shall remain in full force and effect. Notwithstanding the foregoing, the Outside Completion Date shall be extended (on a day for day basis) for each day of (i) a Force Majeure event or (ii) a Port Delay (as defined in Exhibit D), or as may be mutually agreed by Lessee and the Port."

3. **Amendment to Section 3.1 (Base Rent).** Section 3.1 of the Original Lease is hereby **deleted in its entirety** and replaced with the following:

"**3.1. Base Rent.** Base Rent (defined below) shall commence **June 16, 2027** ("Rent Commencement Date") Lessee agrees to pay as rent (the "Base Rent") for the Premises the initial sum of THIRTY-NINE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS ($39,250.00) per month, plus applicable taxes, which sum shall be escalated pursuant to Section 3.2, with Base Rent escalations throughout the initial ten (10) years and additional six (6) months of the Term and any Option Term illustrated on Addendum 1 as amended herein.

Base Rent is generally computed as follows:
15,700 sf of office workspace @ $30.00/sf/yr. = $471,000/yr. ÷ 12 = $39,250.00/mo.

In addition to Base Rent, Lessee shall pay to the Port as additional Rent, leasehold excise tax ("LET") on all "Taxable Rent" as determined and required under R.C.W. 82.29A and the Department of Revenue's implementing regulations, and any subsequent amendments thereto. Notwithstanding any provision of this Lease to the contrary, following an assignment or other transfer by the Port of its interest in the Premises (including an assignment of its interest under this Lease), leasehold excise tax shall not be payable on Taxable Rent if the assignee is not the State of Washington, a county, city, port district, municipal corporation, public development authority, or other entity which is exempt from payment of ad valorem property taxes under Article 7, Section 1 of the Washington State Constitution or other Legal Requirements (as defined below), or is not required to collect leasehold excise tax under RCW Chapter 82.29A, as amended from time to time, in which case, Lessee shall be responsible for payment of all real and personal property taxes assessed against the Premises as provided in Section 9 of this Lease.

Base Rent for the initial month of the Term shall be paid to the Port in advance on or before the Rent Commencement Date and, thereafter, on or before the first day of each and every calendar month during the Term, at such place as the Port may designate, without any prior demand, and without any abatement, deduction or setoff whatsoever. If the Term commences on any day other than the first day of a calendar month, Base Rent for any fractional month shall be escalated or prorated based upon the actual number of days in such fractional month."

4. **Amendment to Section 7.1 (Limitation on Alterations).** Section 7.1 of the Original Lease is hereby **deleted in its entirety** and replaced with the following:

"**7.1. Limitation on Alterations.** Other than the Tenant Improvements, Lessee shall make no changes, alterations, additions, substitutions or improvements (collectively referred to as "Alterations") to the Premises, unless Lessee shall first deliver to the Port plans and specifications for, and obtain the Port's prior written approval of, such Alterations. The Port shall not unreasonably withhold, condition, or delay its approval of any Alterations. All such Alterations shall be done at Lessee's sole cost and expense and at such times and subject to such reasonable conditions as the Port may from time to time designate. The Port shall contribute a "Tenant Improvement Allowance" toward a portion of the Lessee's costs and expenses associated with Lessee's design and construction of the Tenant Improvements (defined in Exhibit D). The Tenant Improvement Allowance shall consist of (a) an amount not to exceed $63.00 per square foot equal to **NINE HUNDRED EIGHTY-NINE THOUSAND ONE HUNDRED AND NO/100 DOLLARS ($989,100.00)** for standard Tenant Improvements, plus (b) an additional reimbursement amount not to exceed **THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000.00),** which $300,000 shall be used solely for the solar panel installation and any associated ancillary work associated with the solar panel installation to meet the Living Building requirements. The Tenant Improvement Allowance **shall be reimbursable progressively subject to the terms and conditions provided herein**, provided that the total reimbursements do not exceed the total set forth above. The Port shall process and pay each progressive reimbursement allocation within forty-five (45) days after Lessee has submitted a

"Disbursement Package" consisting of: (i) a written request for disbursement detailing the work completed to date, (ii) invoices showing such amounts were paid, (iii) executed mechanics' lien releases from all constructors, subcontractors and suppliers for both the work and the materials for which reimbursement from the Tenant Improvement Allowance is requested, (iv) Affidavits of Wages paid required pursuant to Section 7.4.3 below, and (v) such other items which may be reasonably requested by the Port. In any case, Lessee must submit any final Disbursement Package within ninety (90) days from substantial completion of the Tenant Improvements, with the Port's progressive and final reimbursements subject to review and approval, which shall not be unreasonably withheld, conditioned or delayed. The Tenant Improvement work shall be performed in accordance with both Exhibit D (the "Work Agreement") and LBC Requirements (defined in Section 8.3)."

5. Except as expressly amended herein, all provisions of the Basic Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this FIRST Amendment effective as of the date it has been mutually executed by both parties.

LESSOR	LESSEE
PORT OF SEATTLE	Washington Maritime Blue
By:_____	By:_____
Its: _____	Its: _____
Date: _____	Date: _____

DRAFT

ADDENDUM 1

BASE RENT SCHEDULE

Term Time Period	Monthly Base Rent	Annual Base Rent/RSF
Months 1-12	$0.00	$0.00
Months 13-18	$39,250.00	$30.00
Months 19-30	$40,427.00	$30.90
Months 31-42	$41,640.00	$31.83
Months 43-54	$42,889.00	$32.78
Months 55-66	$44,176.00	$33.77
Months 67-78	$45,501.00	$34.78
Months 79-90	$46,866.00	$35.82
Months 91-102	$48,272.00	$36.90
Months 103-114	$49,720.00	$38.00
Months 115-126	$51,212.00	$39.14
First Option Period		
Months 127-138	$52,748.00	$40.32
Months 139-150	$54,331.00	$41.53
Months 151-162	$55,961.00	$42.77
Months 163-174	$57,639.00	$44.06
Months 175-186	$59,369.00	$45.38
Second Option Period		
Months 187-198	$61,150.00	$46.74
Months 199-210	$62,984.00	$48.14
Months 211-222	$64,874.00	$49.59
Months 223-234	$66,820.00	$51.07
Months 235-246	$68,825.00	$52.61

DRAFT

Item No.	8m supp
Date of Meeting	November 17, 2026

FT Washington Maritime Blue First Amendment to Lease

Presenters:

Jennifer Maietta, Director Real Estate Asset Mgmt.

Kelly Purnell, Capital Project Manager V

Port of Seattle®

Request

- Request Commission authorization for the Executive Director to approve the First Amendment to the Washington Maritime Blue ("Maritime Blue") adding an additional six months to the initial lease term, Rent Commencement and Early Termination dates, and increasing the Tenant Improvement allowance by a not to exceed amount of $300,000 to reimburse Maritime Blue to complete the installation of the solar panels required for the living building challenge ("LBC").

Maritime Innovation Center



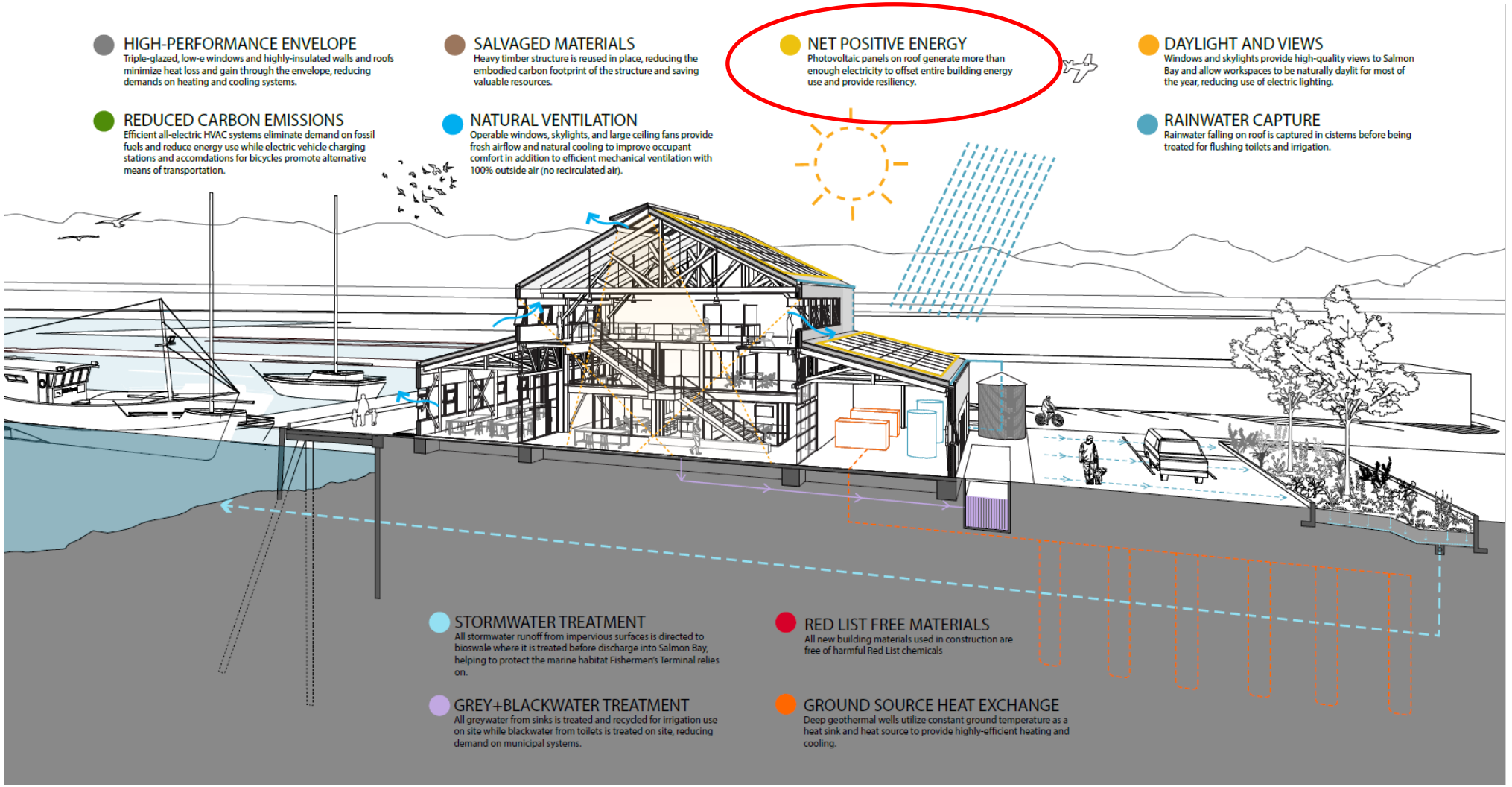
Background

- The Port turned over the MInC building to Maritime Blue effective June 16, 2026 with tenant improvements (“TI”) to have commenced upon delivery of the premises to be completed no later than March 16, 2026, or the lease may be terminated by the Port and result in significant penalties.
- Due to a delay in reaching their capital funding campaign goals, Maritime Blue has requested an additional six months to finalize its funding to perform their TI work.
  - Currently Maritime Blue currently has verbal commitments of 100% for their capital funding with these becoming signatories in November and anticipate TI work to commence January 2027.
  - The 6-month extension would also extend the Rent Commencement Date, Early Termination Outside Completion Date, and primary term with no loss of revenue.

Background

- Additionally, the Port was unable to install all of the required solar panels required for the LBC during the MInC project due to a delay in delivery of approximately half of the solar panels.
  - The installation would have significantly impacted the timing of substantial completion of the MInC project and timely delivery of the Premises to Maritime Blue resulting in significant penalties.
  - If Port installs, requires a long-lead time for a new permit and contract and more than likely would not align with completion of TI's with strong potential to delay LBC monitoring for LBC certification.
- Maritime Blue has agreed to complete the installation of the remaining solar panels as a part of their Tenant Improvement work subject to reimbursement by the Port.

Living Building Challenge



First Amendment Terms

Term	Description
Rent Commencement	Extended from December 17, 2026, to **June 16, 2027**
Early Termination & TI Outside Completion Date	Extended from March 18, 2027, to **September 18, 2027**
Lease Termination Date	Extended from June 15, 2036, to **December 15, 2036**
TI Allowance	**Not to exceed $300K** for reimbursement for completion of solar panel installation

ALTERNATIVES

Alternative 1 – Port installs solar panels

Cost Implications: $285,000

- Pros:
  - Port would have control over the installation
- Cons:
  - Requires long-lead time for new permit & contract installation
  - More than likely not align with completion of Maritime Blue TI delaying living building challenge monitoring required for LBC certification.
  - Would require extended overheads including permit and associated costs with Port contracted installation.

This is not the recommended alternative

ALTERNATIVES – Recommended

Alternative 2 – Maritime Blue installs solar panels

Cost Implications: $200,000

- Pros:
  - Can be installed under Maritime Blue Tenant Improvement permit
  - Would align with the completion of Tenant Improvements with no delay in the living building challenge monitoring certification.
  - If installation is not completed by Maritime Blue, the Port could still install solar panels specific to a new tenant's use and design requirements for LBC.
- Cons:
  - Relies on Maritime Blue's completion of the Tenant Improvements including solar panel scope.

THIS IS THE RECOMMENDED ALTERNTAIVE

COMMISSION
AGENDA MEMORANDUM **Item No.** 10a

ACTION ITEM **Date of Meeting** November 17, 2026

DATE: October 30, 2026

TO: Stephen P. Metruck, Executive Director

FROM: Chris Wimsatt, Chief Financial Officer
Michael Tong, Director, Corporate Budget
Tam Dang, Corporate Budget Manager

SUBJECT: **Introduction and Public Hearing of Resolution No. 3853, Adopting the Final Budget of the Port of Seattle for the Year 2027**

ACTION REQUESTED

Request Introduction of, and hold a public hearing regarding, Resolution No. 3853: A resolution of the Port Commission of the Port of Seattle adopting the final budget of the Port of Seattle for the year 2027; making, determining, and deciding the amount of taxes to be levied upon the current assessment roll; providing payment of bond redemptions and interest, cost of future capital improvements and acquisitions, and for such general purposes allowed by law which the Port deems necessary; and directing the King County Council as to the specific sums to be levied on all of the assessed properties of the Port of Seattle District in the Year 2027.

EXECUTIVE SUMMARY

The 2027 business and budget planning process began in May. In the past few months, staff conducted budget work sessions, provided briefings to the Commission on budget process, key budget assumptions, budget development overview, preliminary operating budget, and preliminary capital budget. The preliminary 2027 Budget document was provided to the Commission and made available to the public on October 20, 2026.

Staff recommend the following final budget process:

- November 17, 2026 – First Reading of Resolution No. 3839 and Public Hearing
- November 23, 2026 – Second Reading and Final Passage of Resolution No. 3853
- November 30, 2026 – Submittal of the 2027 Final Statutory Budget to the King County Council and Assessor's Office.
- December 4, 2026 – Release of the final 2027 Budget and Draft Plan of Finance document to the public.

ADDITIONAL BACKGROUND

The budget process includes planning, setting up and testing new budget modules in the budget system, budget user training, department strategic and business planning, publishing budget

guidelines, establishing budget targets, entering budget data into the system, running budget allocations and budget reports, conducting department and division reviews, executive reviews and Commission reviews, preparing and publishing the preliminary budget document, a public hearing, adoption of the final budget, filing the statutory budget with the King County Council and Assessor's Office, and the preparation and release of the final budget document.

Prior to the Introduction and public hearing of the preliminary 2027 Budget on November 17, 2026, staff have provided 7 briefings to the Commission. The preliminary 2027 Budget was provided to the Port Commission and made available to the general public on October 20, 2026. An announcement of the preliminary budget and public hearing was made in the Daily Journal of Commerce newspaper on October 30, 2026 and November 6, 2026.

After the public hearing and Commission adoption of a final plan, the statutory budget will be filed with the King County Council and King County Assessor, as required by law. The final 2027 Budget and Draft Plan of Finance will be released to the public by December 4, 2026.

ATTACHMENTS TO THIS REQUEST

(1) Draft Resolution No. 3853
(2) Presentation slides

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

October 27, 2026 – 2027 Tax Levy and Draft Plan of Finance for 2027-2031 Briefing
October 13, 2026 – 2027 Maritime and Economic Development Divisions Operating and CIP Budgets Briefing
October 13, 2026 – 2027 Aviation Division Operating and CIP Budgets Briefing
September 22, 2026 – Central Services 2027 Preliminary Budget and Port-wide Rollup Briefing
July 14, 2026 – 2027 Budget Development Briefing
June 23, 2026 – Commission Budget Study Session on Commission Priorities
March 12, 2026 – Commission Retreat on Resource Conscious & Levy Scenario

Item Number: _10a reso
Meeting Date: November 17, 2026

PORT OF SEATTLE
RESOLUTION NO. 3853

A RESOLUTION of the Port Commission of the Port of Seattle adopting the final budget of the Port of Seattle for the year 2027; making, determining, and deciding the amount of taxes to be levied upon the current assessment roll; providing payment of bond redemptions and interest, cost of future capital improvements and acquisitions, and for such general purposes allowed by law which the Port deems necessary; and directing the King County Council as to the specific sums to be levied on all of the assessed properties of the Port of Seattle District in the Year 2027.

WHEREAS, the Port of Seattle in the Century Agenda commits to create economic opportunity for all, steward our environment responsibly, partner with surrounding communities, promote social responsibility, conduct ourselves transparently, and hold ourselves accountable; and

WHEREAS, the Port of Seattle's Century Agenda outlined goals of meeting current demand as a business gateway and tourism hub for the region, and further expressed the need to anticipate future growth of the region and to prepare for the ensuing demand for cruise, maritime, and aviation all for the economic benefit of the region; and

WHEREAS, the Port of Seattle Commission is committed to the responsible stewardship of public tax revenue, financial transparency, and an open budget process; and

WHEREAS, the Port of Seattle and its Commission are committed to making strategic investments necessary to promote a thriving maritime and industrial economy and recognize that increasing pressure on industrial lands and freight corridors in the region threatens the viability of this sector; and

WHEREAS, the long-term viability of the maritime and industrial sector is dependent on a robust and well-trained workforce, and the sector is facing both an aging workforce and a limited influx of trained younger workers to replace those approaching retirement and the need to strengthen training and pathways into the sector; and

WHEREAS, the Port of Seattle Commission is committed to reducing our carbon footprint by investing in solutions to become the "greenest" and most efficient port in the nation and we are further committed to assisting and incentivizing those we do business in order to reach these goals; and

WHEREAS, the Port of Seattle Commission has determined that the mission of the Port is to create good jobs in the region by advancing trade and commerce, promoting manufacturing and maritime growth, and stimulating economic development; and

WHEREAS, the Port of Seattle Commission, on the 20th day of October, 2026, published the preliminary 2027 Budget of the Port of Seattle on the Port of Seattle website and, on the 22nd day of October, 2026, made hard copies available to the public; and on the 30th of October and 6th of November, 2026, published the Notices of the public hearing of the preliminary 2027 Budget to consider adoption of a final budget, with public hearing to be heard on the 17th day of November, 2026, when taxpayers might appear and present objections to the preliminary 2027 Budget; and

WHEREAS, a public hearing on the preliminary 2027 Budget was held in-person in at the Seattle-Tacoma International Airport Conference Center, 17801 International Blvd, Seattle Washington, Mezzanine Level pursuant to notice duly given, County of King, State of Washington, on the 17th of November 2026, at 12 p.m.; and

WHEREAS, all parties present at said hearing were afforded a full opportunity to present objections to the preliminary 2027 Budget, and the Port Commission being duly advised in the premises; and

WHEREAS, the King County Assessor notified the Commissioners of the Port of Seattle on the 1st day of October 2026, that the preliminary regular levy assessed value of the property lying within the boundaries of the Port of Seattle district ("Port District") for the year 2026 is $877,853,709,907 (after omitted assessments); and

WHEREAS, the King County Assessor notified the Commissioners of the Port of Seattle on the 1st day of October 2026 that the preliminary maximum allowable levy is $121,984,917 and the Port intends to retain this levy capacity; and

WHEREAS, the Port has outstanding General Obligation bonds due in 2027 and may now have or hereafter incur General Obligation line of credit obligations, and the full levy amount is needed to meet the principal and interest requirements on such indebtedness in 2027.

NOW, THEREFORE, BE IT RESOLVED, by the Port Commission of the Port of Seattle, that the preliminary 2027 Budget at the November 17, 2026, Commission meeting and public hearing, is hereby adopted as the final budget of the Port of Seattle for the Year 2027. Said final budget includes the statutory budget required under RCW 53.35.040. The final budget shall be made available to the public on the Port of Seattle website.

BE IT FURTHER RESOLVED that the amount of taxes to be levied by the Port of Seattle on the current assessment rolls to provide for payment of bond redemption and interest on the Port of Seattle General Obligation Bonds and line of credit, if any, and, as available, for future expenditures for acquisitions and capital improvements and for such general purposes allowed by law which the Port deems necessary be set and deposited is still pending commission approval.

BE IT FURTHER RESOLVED that the King County Council, State of Washington, be notified that the specific sum herein mentioned being a total of $97,587,934 is necessary to be raised by taxation to meet the payment of bond redemption and interest on Port of Seattle General Obligation Bonds and line of credit, if any, of future expenditures for acquisitions and capital improvements, and of costs for such general purposes allowed by law which the Port deems necessary (including an estimated $335,344 for prior year refunds and $11,512 for Local Tax Increment Financing (LTIF), as set forth for the period January 1, 2027, and thereafter; that said King County Council be respectfully requested to make a levy in said amount for the aforesaid purposes.

BE IT FURTHER RESOLVED that the above is a true and complete listing of levies for the Port District for collection in the year 2027 and they are within the maximums established by law.

ADOPTED by the Port Commission of the Port of Seattle at a duly noticed meeting held this 23rd day of November 2026 and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the seal of the Commission.

_____

_____

_____

_____

_____

Port Commission





Item No. 10a_supp

Date of Meeting: November 17, 2026

Introduction & Public Hearing of the Preliminary 2027 Budget

11/17/2026













Overview

- Changes after the Prelim Budget Doc
- 2027 Operating Budget Highlights
- 2027 Commission Priorities
- 2027 Major Budget Request Items
- 2027 Community Programs
- 2027 Budgeting with Equity
- 2027-2031 Capital Plan
- 2027 Sources and Uses of Funds
- 2027 Proposed Tax Levy
- Remaining 2027 Budget Schedule

Changes after the Preliminary Budget Published

Aviation Division – **Operating Revenue decreased $1.2M or -0.1%**

- Aeronautical revenues decreased ($149K):
  - ($149K) – decrease resulting from updated cost recovery calculation
- Non-Aeronautical revenue increased $68K:
  - $68K – increase to refine cost recovery for non-airline terminal lease space
- Non-Operating, GASB 103 Adjustment:
  - ($1,076K) – reclass Account Receivable Interest Income from Op to Non-op

Changes after the Preliminary Budget Published

Aviation Division – **Operating Expense increased $1.7M or 0.4%**:

- $758K – increase for new collective bargaining agreement for Electrical Workers and Electronic Technicians (contingent upon Commission approval of agreement) and Utility Workers (contingent upon Commission approval of agreement)
- $500K – Airport Dining & Retail cost of doing business study
- $300K – increase in Siemens Direct Digital Controls system contract (contingent upon Commission approval of contract)
- $162K – increase in SmartCarte contractual rate increase
- $3K – B&O Adjustments based on Revenue changes
- ($50K) – Reduction of Childcare Bridge Strategy to $200K
- ($15K) – Baseline reduction refinements



Changes after the Preliminary Budget was Published

- Maritime Division
  - Reclass $207K revenue from Op to Non-Op (GASB 103 Accounts Receivable Interest Income adjustment)
  - $38K increase in O&M mainly due to SWU
  - $245K reduction in NOI
- Economic Development Division
  - No change
- Central Services
  - No change
- Storm Water Utilities
  - $164K increase in Revenue due to the rate increase
  - $15K increase in O&M due to utility tax
  - $149K increase in NOI
- NWSA/Joint Venture
  - $3.6K increase in O&M due to SWU

Environmental Scan Summary

- Unprecedented **political and economic uncertainty**
- Effects of **trade, immigration and other policy actions**
- Post pandemic **growth moderating**
- Multiple years of **rapid expense growth**
- **Federal funding reductions** and **weakening operating revenues**
- **Cuts in federal climate change** programs and funding
- Impact of **increased inflation due to tariffs** on operating, capital and environmental costs
- **Rapid technological advances** including Artificial Intelligence and growing sophistication of cyber threats

2027 Budget Strategies

- Review and prioritize operational needs to **limit expense growth**
- Review the needs to fill **all the vacant positions**
- **Limit new FTEs** to roles that support revenue growth, economic development, or efficiency measures
- Assess **affordability of capital plans** considering increased inflation and revenue risks
- Strengthen the **focus on sustainability, adaptability and resiliency** in spending and business plans

2027 Operating Budget Highlights

($ in thousands)

	2024 Actual	2025 Actual	2026 Budget	2026 Revised Budget	2027 Proposed Budget	Inc/(Dec) from 2026 Revised Budget($)	Inc/(Dec) from 2026 Revised Budget(%)
Operating Revenues	**1,021,838**	**1,122,446**	**1,158,895**	**1,135,885**	**1,225,404**	**89,520**	**7.9%**
GASB 87_96_103 Revenues	28,945	11,611	1,002	24,791	27,343	2,552	10.3%
Total Operating Revenues GASB Comparable Basis	**1,050,783**	**1,134,057**	**1,159,897**	**1,160,676**	**1,252,747**	**92,072**	**7.9%**
O&M Expenses w/o Pension Credit	**675,431**	**698,282**	**731,141**	**758,484**	**786,717**	**28,234**	**3.7%**
DRS Pension Credit	(22,790)	(25,970)	-	-	-	-	0.0%
O&M Expenses with Pension Credit	**652,642**	**672,311**	**731,141**	**758,484**	**786,717**	**28,234**	**3.7%**
GASB 87_96_103 Expenses	6,731	4,698	35,864	8,521	8,795	274	3.2%
Total Operating Expenses GASB Comparable Basis	**659,373**	**677,009**	**767,005**	**767,004**	**795,512**	**28,507**	**3.7%**
Net Operating Income (with Pension Credit)	**369,196**	**450,135**	**427,754**	**377,401**	**438,687**	**61,286**	**16.2%**

- Operating revenues up 7.9% to $1,225 million from 2026 revised budget
- Operating expenses up 3.7% to $787 million from 2026 revised budget
- Net Operating Income up 16.2% to $439 million from 2026 revised budget

Commission 2027 Budget Priorities (Aviation)

- **$200K Childcare Bridge Strategy** to support SEA childcare policy implementation efforts in partnership with External Relations and Office of Equity, Diversity, and Inclusion.
- **$500K Airport Dining & Retail Cost of Doing Business Study** to assess tenant competitiveness, passenger behavior, and the full cost of doing business at SEA, with the first report to the Aviation Committee by end of Q2 2027.
- Continue to make progress on preconditioned air equipment maintenance, replacement, and usage.



Commission 2027 Budget Priorities (Maritime)

$81K Duwamish Hub/Environmental Outreach to support operations of the community resource space, collaborate with residents on local restoration efforts, and advance environmental stewardship and green initiatives.



$50K Sea Lion Mitigation to find new & innovative ways to address this issue.

$50K Cruise Alternative Fuel Tariff Assessment to explore an alternative fuel tariff that could help accelerate low-carbon fuel adoption by offsetting cost barriers for cruise operators; the Port will conduct legal and economic analysis to understand its feasibility and potential impacts. *In Legal Budget*.



Commission 2027 Budget Priorities (EDD)

$200K English for Speakers of Other Languages (ESOL) Pathways- (included in baseline budget) to support English language learners in accessing workforce development programs that require English proficiency.

$100K Green Economy (included in baseline budget) to advance the Port' sustainability goals.

$50K Advancing Sustainable Fuels (included in baseline budget) to advocate for sustainable fuel development, industry collaboration, and decarbonization objectives.

$50K Phase II: Small Business Contract Readiness (included in baseline budget) to implement outreach and technical assistance initiatives to help small business partners.

$50K Core Plus Maritime Funding (included in baseline budget) to promote curriculum program in near-port and tribal schools managed by Muckleshoot and Suquamish Tribes.






Commission 2027 Budget Priorities (Central Services)

$546K Duwamish Valley Community Equity Program to support green jobs, and programs that promote community-port collaboration.

$134K for Language Access Program to increase language access for speakers with limited English proficiency.

$88K for Anti-Human Trafficking to support the Port's anti-human trafficking campaign efforts.

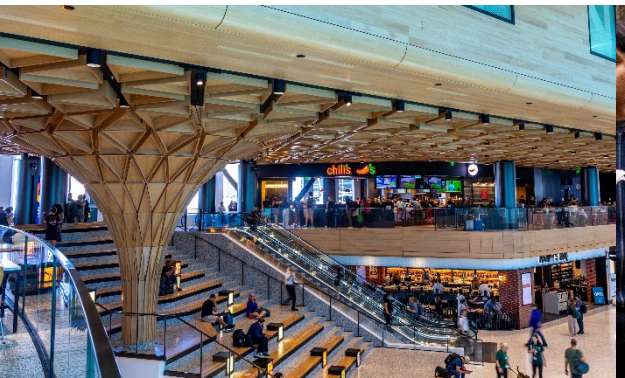
$37K Port U: Port 101 Adult Education Series to increase awareness of Port programs, initiatives, and facilities.





2027 Major Budget Request Items

Description	Total ($ in thousands)
STAC/TSA Staffing – Exit Lane Coverage & Divesting (AV)	$4,830
Expense Items with Capital Projects (AV)	$2,181
Tenant Project Manager Support – Tenant/ADR (AV)	$1,855
Part 150 Noise and Land Use Compatibility Study (AV)	$1,400
Self Contained Breathing Apparatus (SCBA) Replacement (AV)	$750
Clean Buildings Energy Efficiency Measures (AV)	$700
Pavement Management Plan (AV)	$460
New Air Service Incentives (AV)	$350






2027 Major Budget Request Items

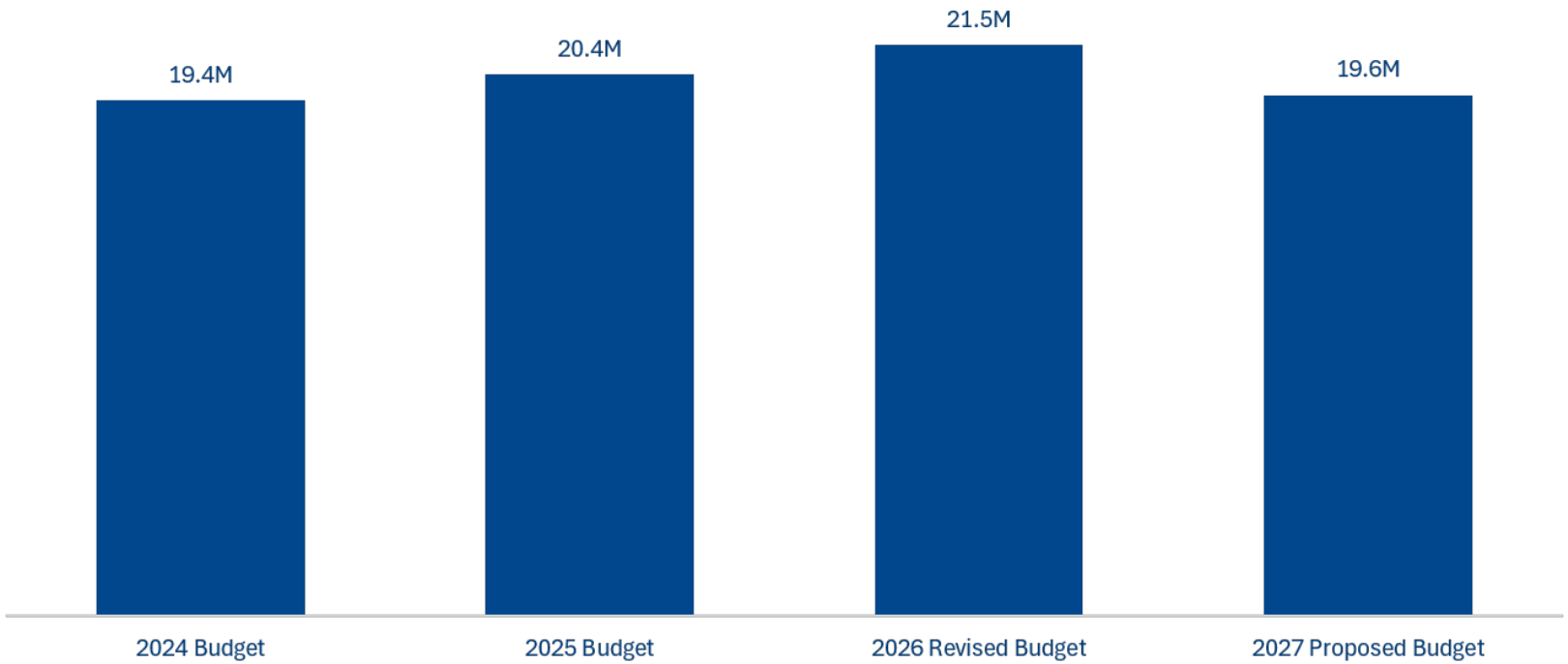
Description	Total ($ in thousands)
Outside Services for Derelict Vessels Support (MD)	$350
Public Defenders Office and King County Jail Contract (CS)	$185
Green Economy, Energy Sandbox, and T91 DOE Grant (EDD)	$177
Police Portable Radios, Marine Patrol Unit dive equipment & other items (CS)	$144
WPPA, SnoValley Heritage Trail & Multi sector sponsorships (EDD)	$115
Computer Replacement (CS)	$100
Data Modernization & Group Policy Management tool (CS)	$95
Mental Health and Wellness Program (CS)	$71
Construction outreach, training, placement and retention program (EDD)	$50








Port Community Programs



* Detailed list included in the Appendix.

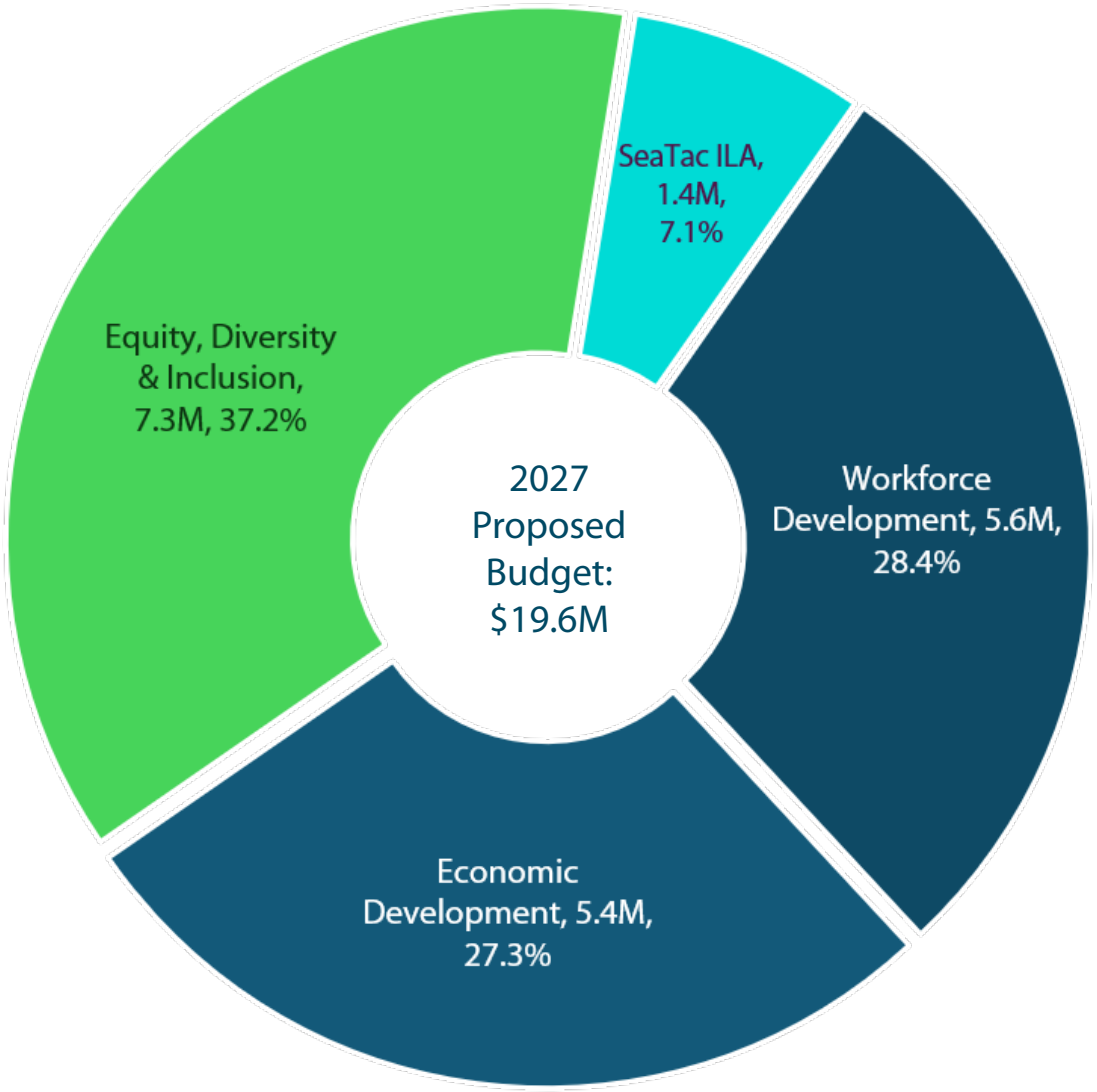
Duwamish Valley Job Fair



SKPC EIP Meeting



2027 Port Community Program Funding by Activity



Economic Development

- **Diversity in Contracting -**$2.2M (excludes the $250K for SKPC)
- **Tourism Marketing Support -** $2.1M
- **EDD Partnership Grants -** $950K
- **Maritime Blue -** $100K

Workforce Development

- **Workforce Development Department -** $5.0M
- **High School Interns -** $550K

Equity, Diversity & Inclusion

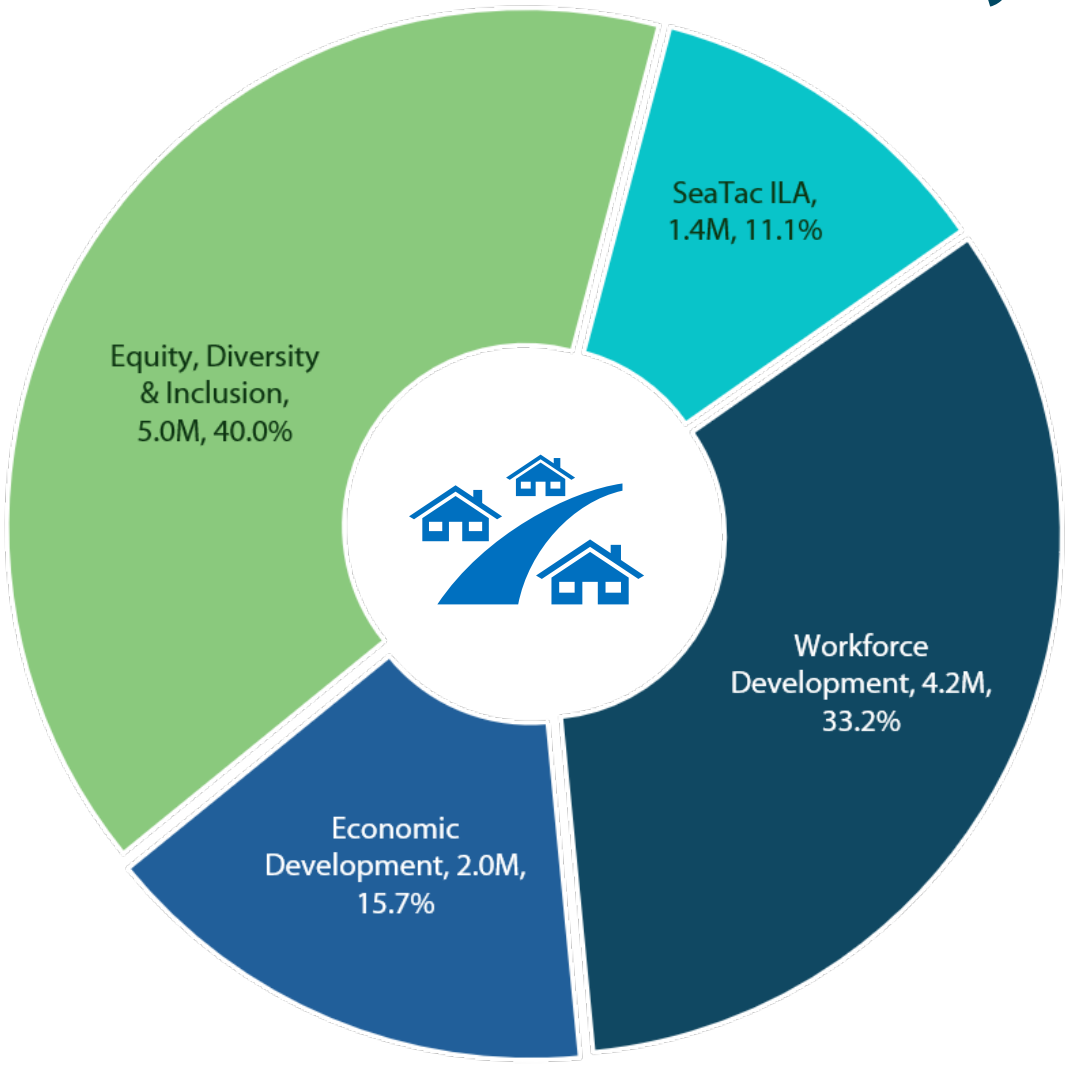
- **OEDI Department -** $4.4M (includes $1.9M for SKPC)
- **South King and Port Communities Fund –** $750K without the $1.9M from EDI (shown above). Total for the whole program $2.6M
- **Friends of the Waterfront–** $750K
- **Staff Costs supporting DVCEP & SKCCIF –** $776K
- **Duwamish Community Equity program (DVCEP) –** $627K

SeaTac ILA

- $1.4M

* Detailed list included in the Appendix.

2027 Port Community Program funded by the levy



2027 Proposed Budget funded by the levy: $12.6M

Economic Development

- **EDD Partnership Grants -** $950K
- **Tourism Marketing Support -** $870K
- **Maritime Blue -** $100K
- **Diversity in Contracting -**$50K

Workforce Development

- **Workforce Development Department -** $3.9M
- **High School Interns -** $299K

Equity, Diversity & Inclusion

- **OEDI Department -** $2.1M (includes $1.9M for SKPC)
- **South King and Port Communities Fund –** $750K without the $1.9M from EDI (shown above). Total for the whole program $2.6M
- **Staff Costs supporting DVCEP & SKCCIF –** $776K
- **Friends of the Waterfront–** $750K
- **Duwamish Community Equity program (DVCEP) –** $627K

SeaTac ILA

- $1.4M

* Detailed list included in the Appendix.

2027 Budgeting With Equity Summary



Equity Spending Definition

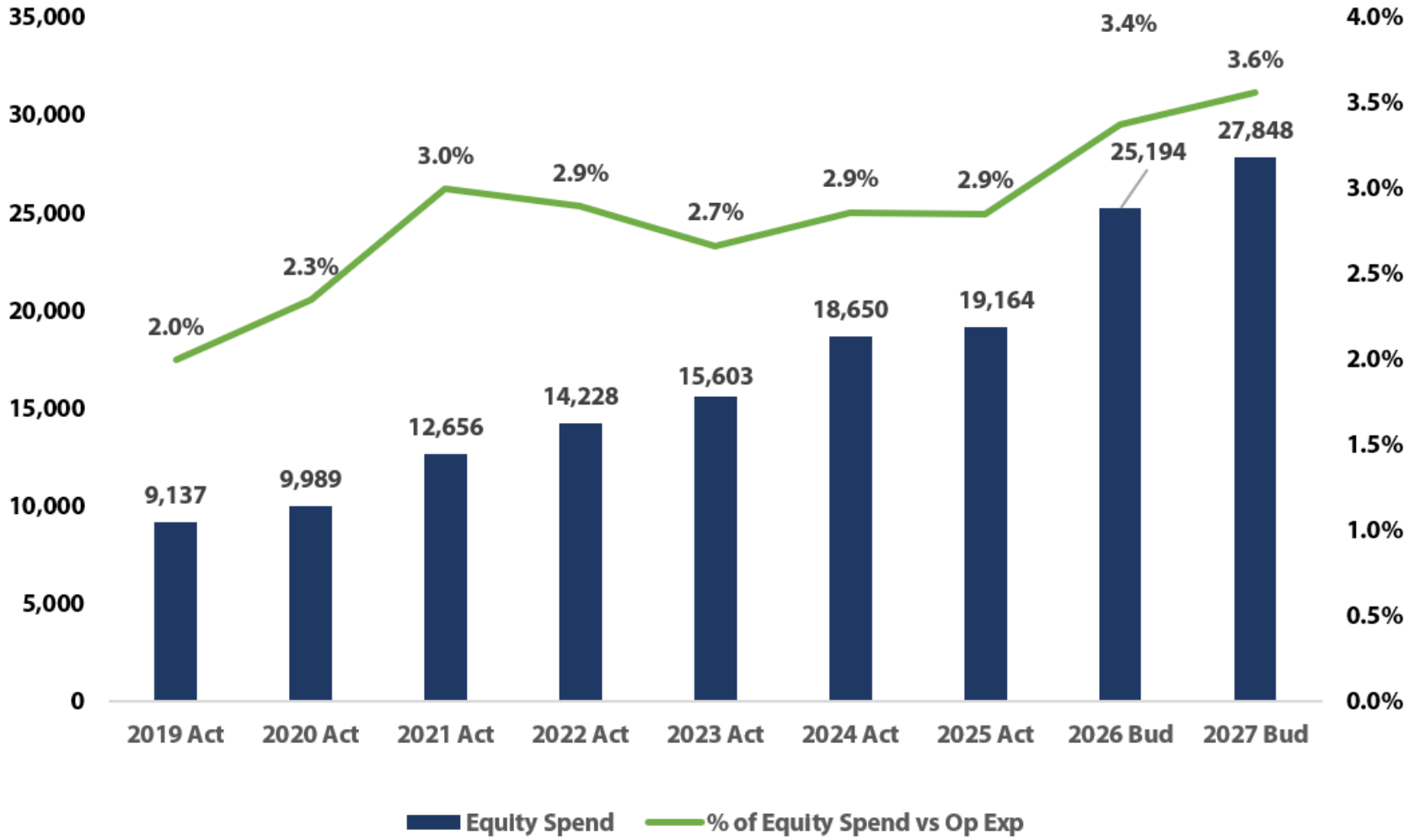
The Port of Seattle defines *equity spending* as Port investments that:

1) Invest directly in targeted communities, either through grants, contracts, programs, sponsorships, or dedicated facilities; OR

2) Invests in businesses and individuals outside the Port to help us realize our internal and external equity priorities; OR

3) Invests in Port staff whose essential work functions were designed to primarily focused on advancing equity work.

Port Wide Equity Spending as a Percentage of Total OpEx



2027-2031 CIP











2027-2031 CIP Summary

	2027 Budget	2027-2031 CIP	% of 2027 Total Committed
Committed Capital Projects			
Aviation Division	896,343	3,177,858	81.8%
Maritime Division	185,633	418,731	16.9%
Central Services	13,598	33,272	1.2%
Other	647	27,535	0.1%
Total Committed	**1,096,221**	**3,657,396**	**100.0%**
Business Plan Prospective Projects	**101,617**	**1,223,241**	
CIP Cashflow Adjustment Reserve	**(180,902)**	**0**	
Total CIP	**1,016,936**	**4,880,638**	

Notes:
1) Definitions and details of the capital budget can be found in Section IX.
2) Includes the Stormwater Utility and NWSA Joint Venture

2027 Sources and Uses of Funds



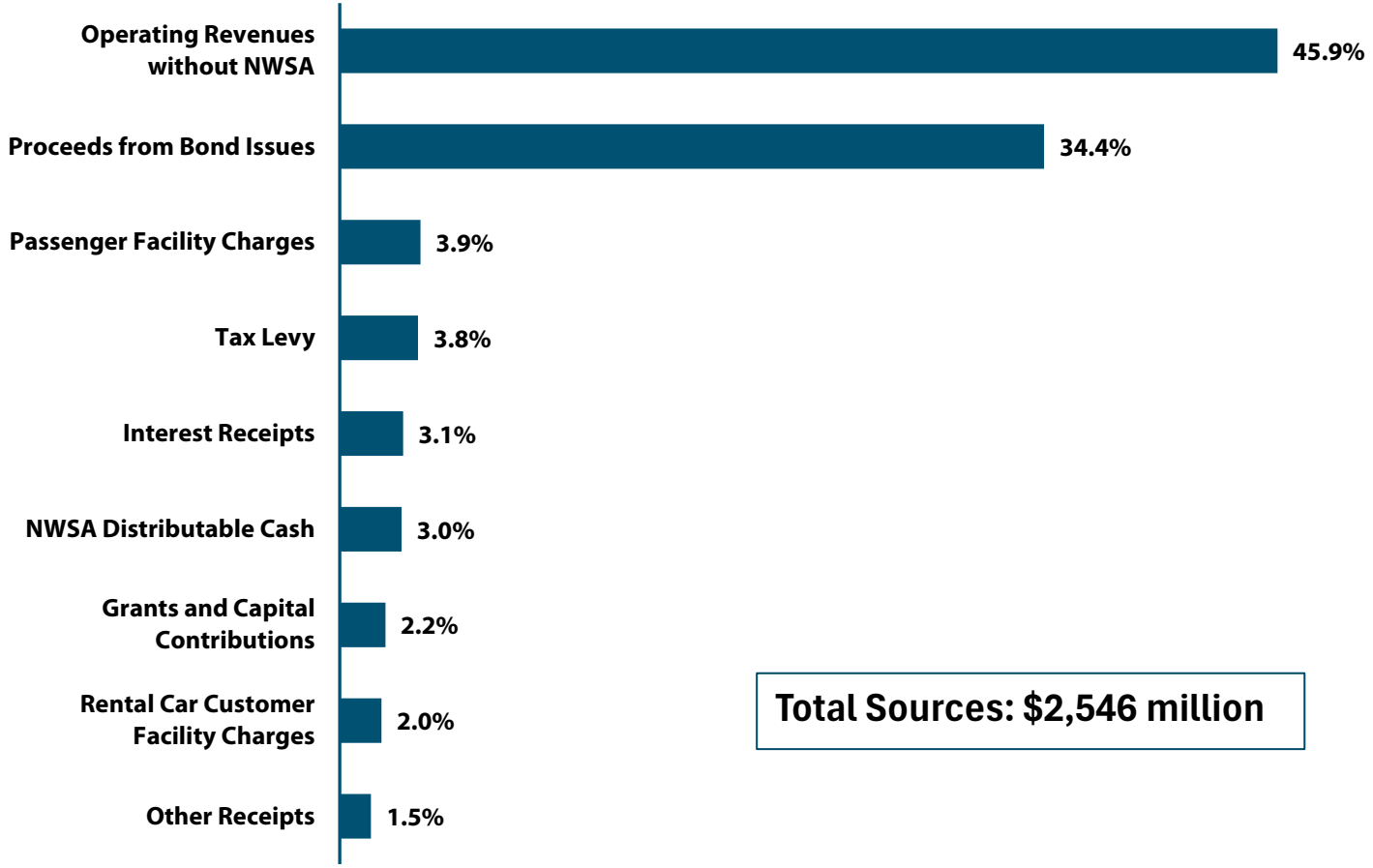








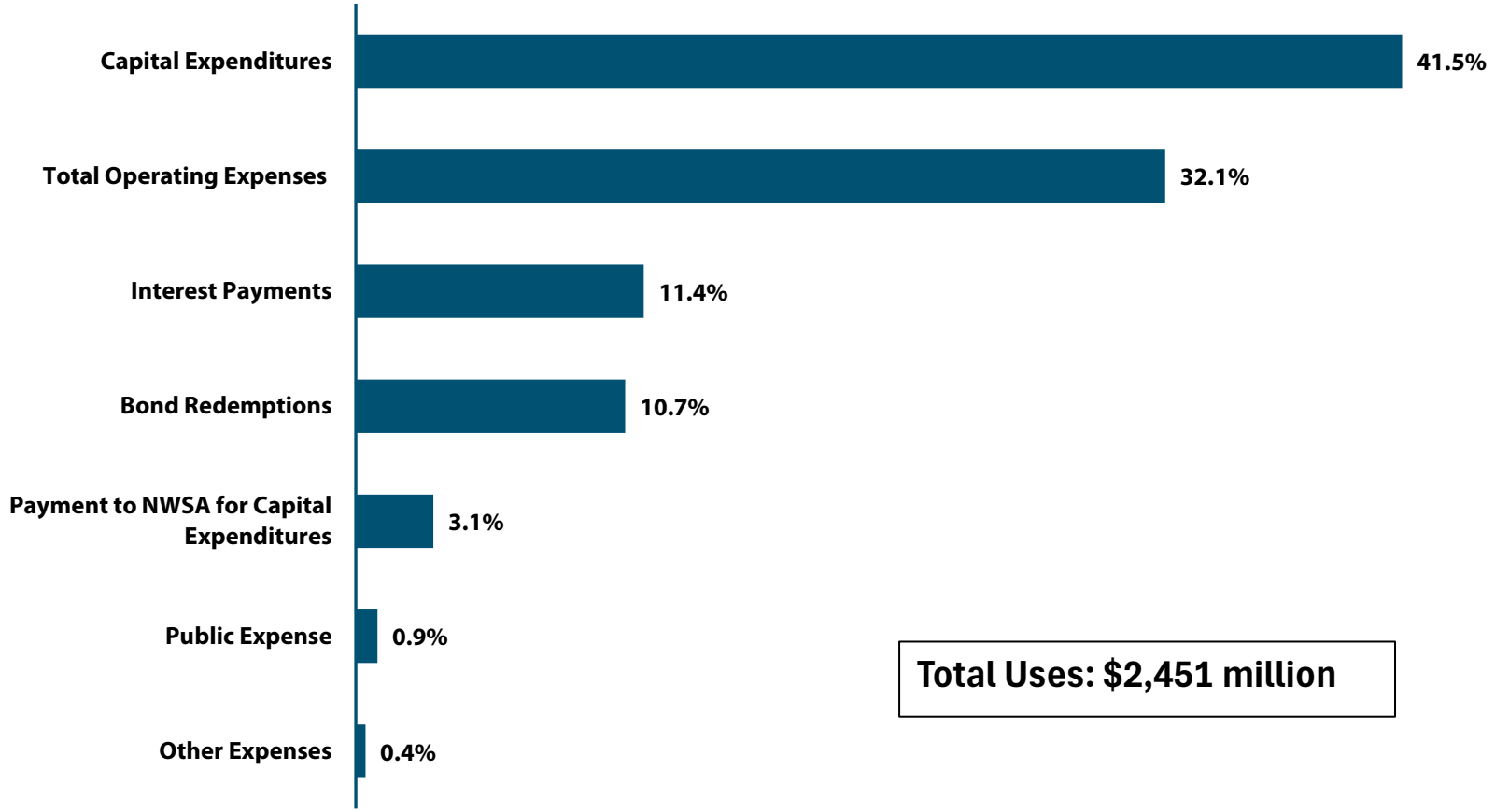
2027 Sources of Funds



Total Sources: $2,546 million

- 45.9% of funding sources comes from operating revenues w/o NWSA
- 34.4% of funding sources comes from bond proceeds
- The tax levy makes up 3.8% of total funding sources in 2027

2027 Uses of Funds



Total Uses: $2,451 million

- Plan to spend about 41.5% of total funds on capital projects in 2027
- 32.1% of total expenditures on operating expenses

2027 Tax Levy









Context of the Levy Discussion

2026 Levy Discussion

- In the 2026 Tax Levy Discussion, Discussion, the Commission charged Corporate Finance with with examining multiple levy levy scenarios.

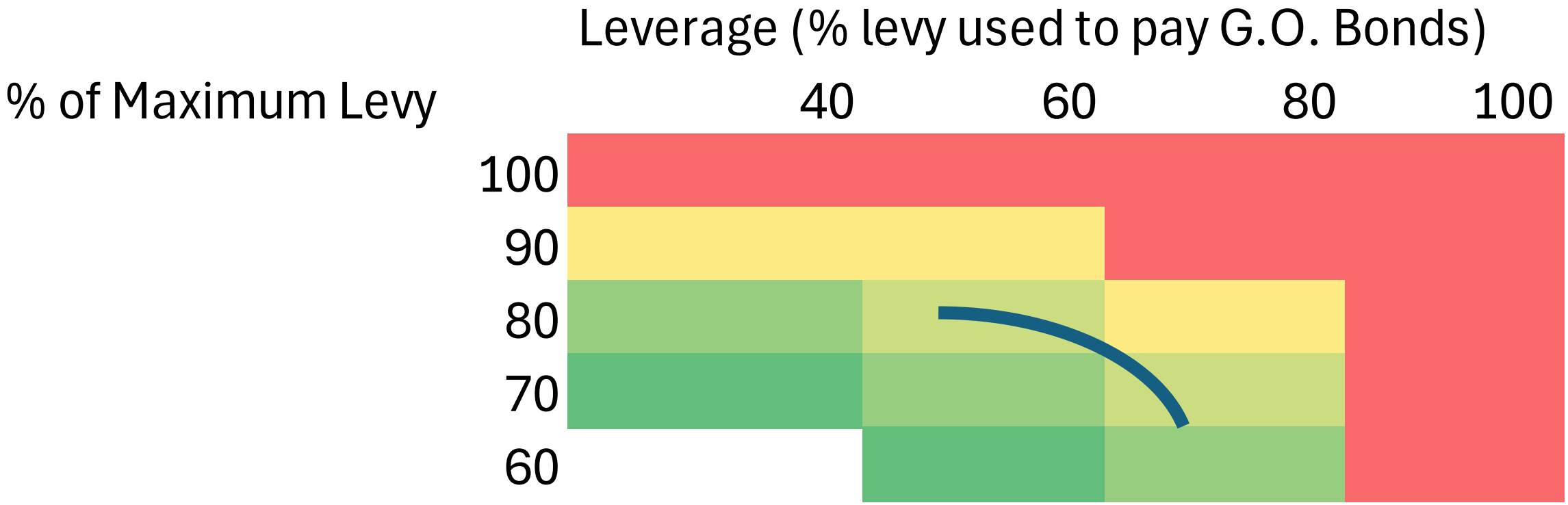
March Retreat

- Those scenarios were previewed previewed at the March retreat, retreat, as well as a new approach for increasing capacity capacity without increasing debt.

Proposal

- The new approach previewed in March is today’ s baseline staff proposal.

Optimizing Financial Flexibility – A Range of Options that Balance the two Levers of Flexibility



Levy Scenarios

	Taxpayer Lense	Investor Lense	Change in Resource Capacity 2026-2030
Current – 75/75	Modest annual increases, funds key initiatives	Provides financial flexibility by managing levy amount and leverage	
Maximum levy - rainy day fund	Sharp increase in the levy, no immediate benefit	Concern that levy will remain high and rainy-day fund will be spent	$33 million one time
Maximum levy - invest	Sharp increase in the levy, value depends on use	Concern that levy will remain high, reason on investment will be an issue	$33 million one time
Adjusted current – e.g., 80/70	Moderate increase in the levy, value depends on use	Provides financial flexibility by managing levy amount and leverage	$67 million 2027-2035

Managing the Levy Using a Balanced Approach

GOAL

Manage the levy to provide financial resilience and to support the region, today and for the long term

RECOMMENDATION

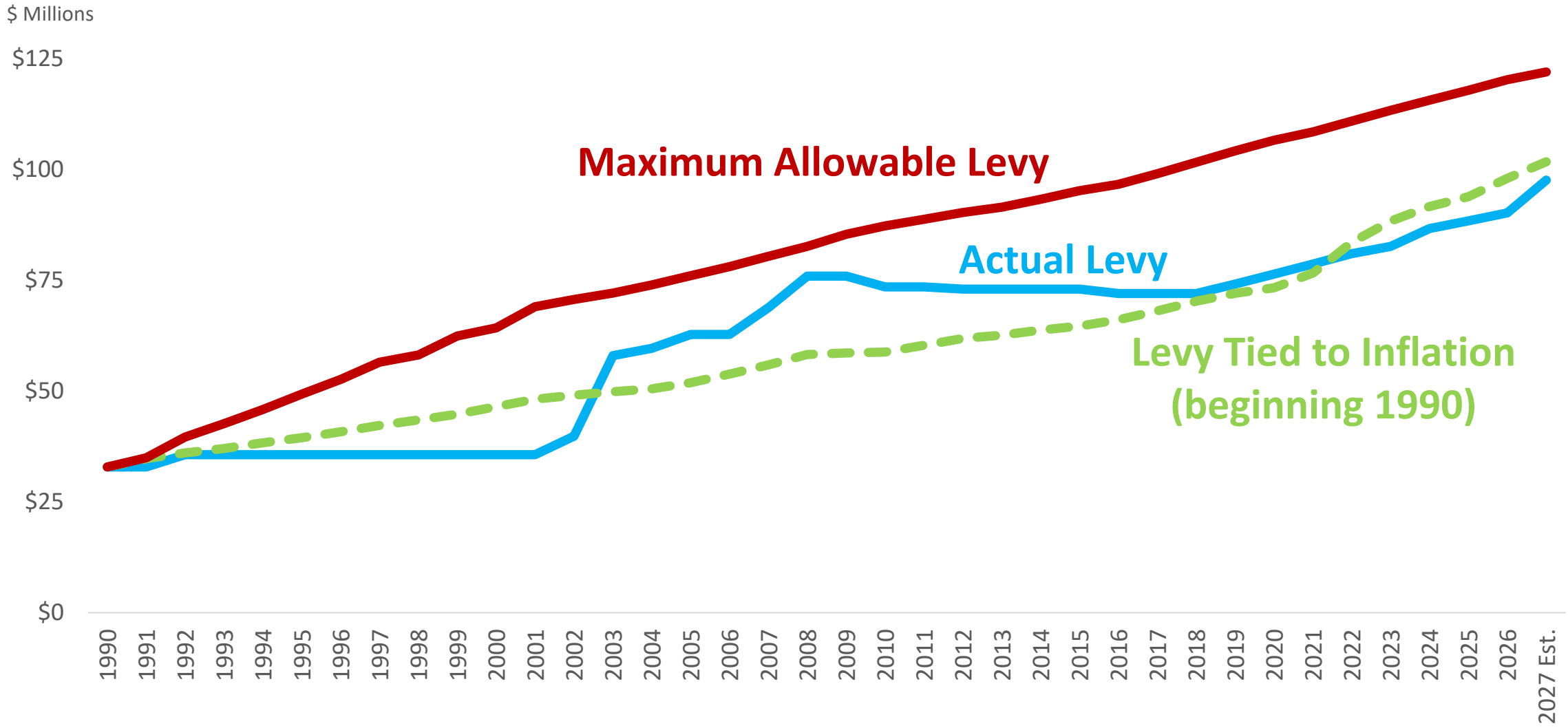
Move from **75/75** to **80/70**

- Levy at 80% of the maximum maximum
- Cap G.O. debt service at 70% of 70% of the annual levy

2027 ACTIONS

Set the 2027 levy at $97.59M

Levy History



Levy Background: A Tool Managed with Discipline

1911

King County voters create the Port as a public port district

1961

State expands the Port's taxing authority

2010

Transportation & Infrastructure Fund created for regional commitments

2015

Commission sets levy use criteria for capital (updated 2018)

2023

Environmental Legacy Fund created; $62M deposited to date

2027

Proposed: 80/70 to fund resilience and revenue

Throughout, the levy has funded projects that promote resiliency and community benefit: **environmental cleanup, cleanup, community programs, regional transportation (including the SR-99 tunnel) and public waterfront assets**. The **assets**. The Commission has chosen to keep it well below the legal maximum.

A small share of the property tax bill

1.1%

of the $8.5B in King County property property taxes went to the Port in in 2026

$87

Port share of a median homeowner's homeowner's $8,204 total property property tax bill (2026)

$90.2M

2026 levy: 75% of the $120.2M maximum; up 2.0% from $88.4M

Because assessed value grew faster than the levy in 2026 (~3.5% vs. 2.0%), the millage rate edged down, from $0.1012 to $0.0980 per $1,000.

Our needs are outpacing the current approach

Infrastructure upgrades & modernization

- T-91 Electrical System Modernization
- Updating Infrastructure for Future fuels
- Waterfront Clean Energy Strategy Implementation
- Enhancing Infrastructure Resiliency

Aging and at-risk assets

- Seismic upgrades
- Pier 69 renewal
- Mooring dolphins
- FT North West Dock
- Salmon Bay Investments
- Bulkhead replacements

Mission opportunities

- Habitat acquisition
- Real Estate Acquisition
- Financial sustainability projects
- Needs beyond 2031, when capital plans assume lower spending

What it means for a typical homeowner

2026 PORT TAX

$87

median home, levy $90.2M

2027 Proposal (ESTIMATE)

≈$95

median home, levy $97.59M

+$8 a year

About 67¢ a month. The levy rises rises 8.2% in 2027, then returns returns to ~2% annual growth growth with the maximum

Estimate assumes the median home's assessed value moves with the countywide total. Based on the preliminary assessed value the estimated median home price for 2027 is $850,000.

Remaining 2027 Budget Schedule

- Adoption of 2027 Budget on Nov. 23, 2026
- File the Statutory Budget with King County by Nov. 30, 2026
- Release the 2027 Final Budget Document on Dec. 4, 2026

Appendix


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2027 Budget Process Recap

Jun 23	Commission Budget Study Session (Commission Priorities)
Jul 14	Commission Budget Study Session (Commission Priorities) & 2027 Budget Development Briefing
Sept 22	2027 Central Services Operating and Capital Budgets Briefing and Port Wide Rollup
Oct 13	2027 Aviation Division Operating Budget Briefing
Oct 13	2026 Maritime and EDD Operating and Capital Budgets Briefing
Oct 20	Preliminary 2027 Budget Document provided to the Commission
Oct 22	Preliminary 2027 Budget Document released to the public
Oct 27	Tax Levy & Draft Plan of Finance Commission Briefing
Nov 17	Introduction & Public Hearing of the Preliminary 2026 Budget
Nov 23	Adoption of the 2026 Budget
Nov 30	File the 2026 Statutory Budget with King County
Dec 4	Release the 2026 Final Budget and Draft Plan of Finance

2026-7 Business Activity Forecasts

Aviation Division:

- Passenger volumes for 2027 projected to be 53.8M, 1.3% higher than 2026 forecast
- Funding operating needs and capital program:
  - Manage growth of costs
  - Deliver consistent growth through innovation in non-aeronautical revenues

Maritime Division:

- Cruise forecasts 329 vessel sailings with over 2.0 million
- Grain volume budgeted at 3.5 million metric tons, a 9.0% increase from the 2026 budget
- Commercial Properties target 90% occupancy rate at the end of 2026
- Conference and Event Center expects a 20.6% revenue increase from the 2026 revised budget, driven by waterfront revitalization

Economic Development Division:

- Investing in regional economic growth through key initiatives. Expand the talent pipeline to address labor shortages and workforce needs in the maritime, aviation, and construction sectors

2027 Proposed Community Programs

Program (in $000)	**2024 Budget**	**2025 Budget**	**2026 Revised Budget**	**2027 Proposed Budget**	**2027 Funded by the levy**	**% of the 2027 Budget Funded by the levy**
1) South King and Port Communities Fund [1]	2,214	2,205	2,195	2,648	2,648	100.0%
2) Duwamish Valley Community Equity Program	471	619	617	627	627	100.0%
3) EDD Partnership Grants	950	950	950	950	950	100.0%
4) Tourism Marketing Support Program	1,875	2,154	2,134	2,124	870	41.0%
5) Airport Spotlight Ad Program*	466	518	518	-	-	0.0%
6) City of SeaTac ILA*	1,400	1,400	1,400	1,400	1,400	100.0%
7) Maritime Blue (formerly Maritime Innovation Center)	175	175	180	100	100	100.0%
8) Workforce Development	5,077	4,976	4,972	5,018	3,873	77.2%
9) High School Internship Program	486	520	523	550	299	54.4%
10) Diversity in Contracting [2]	2,304	2,356	2,463	2,438	300	12.3%
11) Equity, Diversity & Inclusion [3]	2,065	2,459	2,540	4,404	2,127	48.3%
12) Friends of the waterfront		750	2,000	750	750	100.0%
Sub Total	**18,803**	**19,591**	**20,642**	**18,861**	**11,796**	**63%**
Payroll charged to the Levy [4]	**589**	**781**	**848**	**776**	**776**	**100.0%**
Grand Total	**19,392**	**20,372**	**21,491**	**19,637**	**12,572**	**64.0%**

Notes:
1) SKPC budgeted under Ext Rel, EDI, and DIC
2) $250K Small Business Accelerator under DIC is part of item 1 SKPC
3) $1.9M for Economic Opportunities for Communities (EOC) under EDI is part of item 1 SKPC
4) 2027 Payroll only for CPO & Ext. Rel. Other payroll from HS Interns, WFD, EDI are included in the individual items above
* Non-Operating Accounts

Community Programs Funded by Tax Levy

Program (in $000)	**2024 Funded by the levy**	**2025 Funded by the levy**	**2026 Funded by the levy**	**2027 Funded by the levy**	**Inc/(Dec) from 2026 Revised Budget $ Change**	**% Change**
1) South King and Port Communities Fund [1]	2,214	2,205	2,195	2,648	453	17.1%
2) Duwamish Valley Community Equity Program	471	619	617	627	10	1.6%
3) EDD Partnership Grants	950	950	950	950	-	0.0%
4) City of SeaTac ILA*	1,400	1,400	1,400	1,400	-	0.0%
5) Maritime Blue (formerly Maritime Innovation Center)	175	175	180	100	(80)	-80.0%
6) Workforce Development	3,863	3,762	3,827	3,873	46	1.2%
7) High School Internship Program	259	280	290	299	9	3.0%
8) Diversity in Contracting [2]	300	310	300	300	-	0.0%
9) Equity, Diversity & Inclusion [3]	203	226	230	2,127	1,897	89.2%
10) Friends of the waterfront		750	2,000	750	(1,250)	-166.7%
11) Other	806	1,608	1,438	870	(568)	-65.3%
Total	**11,772**	**12,404**	**13,577**	**11,796**	**(1,781)**	**-15.1%**
Payroll charged to the Levy [4]	**580**	**781**	**848**	**776**	**(72)**	**-9.3%**
Grand Total	**12,352**	**13,185**	**14,426**	**12,572**	**(1,854)**	**-14.7%**

Notes:
1) SKPC budgeted under Ext Rel, EDI, and DIC
2) $250K Small Business Accelerator under DIC is part of item 1 SKPC
3) $1.9M for Economic Opportunities for Communities (EOC) is part of item 1 SKPC
4) 2027 Payroll only for CPO & Ext. Rel. Other payroll from HS Interns, WFD, EDI are included in the individual items above
* Non-Operating Accounts

2027 Operating Budget for Aviation

($ in thousands)

	2024 Actual	2025 Actual	2026 Budget	2026 Revised Budget	2027 Proposed Budget	Inc/(Dec) from 2026 Revised Budget($)	Inc/(Dec) from 2026 Revised Budget(%)
Aeronautical Revenues	520,942	545,307	617,786	618,565	683,800	65,235	10.5%
Airport Non-Aero Revenues	340,360	363,215	367,381	343,592	355,463	11,871	3.5%
Total Operating Revenue	**861,301**	**908,522**	**985,167**	**962,157**	**1,039,262**	**77,105**	**8.0%**
GASB 87_96_103 Revenues	15,287	(8,407)	(13,917)	9,872	13,195	3,323	33.7%
Total Operating Revenues GASB Comparable Basis	**876,588**	**900,116**	**971,250**	**972,029**	**1,052,457**	**80,429**	**8.3%**
O&M Expenses w/o Pension Credit	**548,405**	**558,138**	**588,135**	**589,858**	**604,041**	**14,183**	**2.4%**
DRS Pension Credit	(18,577)	(21,111)	-	-	-	-	0.0%
O&M Expenses with Pension Credit	**529,828**	**537,028**	**588,135**	**589,858**	**604,041**	**14,183**	**2.4%**
GASB 87_96_103 Expenses	2,033	5,167	9,800	8,101	8,265	165	2.0%
Total Operating Expenses GASB Comparable Basis	**531,861**	**542,195**	**597,935**	**597,958**	**612,306**	**14,348**	**2.4%**
Net Operating Income (with Pension Credit)	**331,473**	**371,495**	**397,032**	**372,299**	**435,221**	**62,922**	**16.9%**

2027 Operating Budget for Seaport

($ in thousands)

	2024 Actual	2025 Actual	2026 Budget	2026 Revised Budget	2027 Proposed Budget	Inc/(Dec) from 2026 Revised Budget($)	Inc/(Dec) from 2026 Revised Budget(%)
Maritime	92,952	101,085	110,425	110,425	122,417	11,992	10.9%
Economic Development	8	1	16	16	-	(16)	-100.0%
Joint Ventures [1]	61,406	105,850	56,972	56,972	55,943	(1,029)	-1.8%
Stormwater Utility/ELIM	5,635	6,525	6,057	6,057	7,416	1,359	22.4%
Central Services	534	463	259	259	366	107	41.4%
Operating Revenues	**160,537**	**213,924**	**173,728**	**173,728**	**186,142**	**12,414**	**7.1%**
GASB 87_96_103 Revenues	13,658	20,018	14,919	14,919	14,148	(771)	-5.2%
Total Operating Revenues GASB Comparable Basis	**174,195**	**233,941**	**188,647**	**188,647**	**200,290**	**11,643**	**6.2%**
Maritime	101,991	111,423	115,962	140,628	142,437	1,809	1.3%
Economic Development	2,974	2,663	3,390	3,390	4,372	981	28.9%
Joint Ventures	2,354	11,516	5,154	5,564	17,711	12,147	218.3%
Stormwater Utility/ELIM	5,953	6,338	5,661	5,688	7,003	1,315	23.1%
Central Services	13,754	8,203	12,839	13,357	11,154	(2,203)	-16.5%
O&M Expenses w/o Pension Credit	**127,026**	**140,143**	**143,007**	**168,626**	**182,676**	**14,051**	**8.3%**
DRS Pension Credit	(4,212)	(4,860)	-	-	-	-	0.0%
O&M Expenses with Pension Credit	**122,814**	**135,284**	**143,007**	**168,626**	**182,676**	**14,051**	**8.3%**
GASB 87_96_103 Expenses	4,698	(469)	26,063	420	529	109	25.9%
Total Operating Expenses GASB Comparable Basis	**127,512**	**134,814**	**169,070**	**169,046**	**183,205**	**14,159**	**8.4%**
Net Operating Income (with Pension Credit)	**37,723**	**78,640**	**30,721**	**5,102**	**3,465**	**(1,636)**	**-32.1%**

Table Notes:

1) Includes NWSA Distributable Revenue

2027 Comprehensive Budget

(Combined Operating & Non-Operating Items)

($ in thousands)

	2024 Actual	2025 Actual	2026 Budget	2026 Revised Budget	2027 Proposed Budget	Inc/(Dec) from 2026 Revised Budget($)	Inc/(Dec) from 2026 Revised Budget(%)	Explanations
Revenues								
1. Operating Revenues	1,021,838	1,122,446	1,158,895	1,135,885	1,225,404	89,520	7.9%	Higher operating revenues from each division
2. Tax Levy	85,885	87,841	90,180	90,180	97,588	7,408	8.2%	A 8.2% increase proposed in 2027
3. Passenger Facilities Charges	99,364	98,144	102,054	102,054	100,350	(1,704)	-1.7%	Lower enplanements than 2027
4. Customer Facilities Charges	24,896	24,821	25,327	49,634	51,947	2,313	4.7%	Higher CFC revenue in 2027
5. Fuel Hydrant	6,389	6,561	6,986	6,986	6,986	()	0.0%	
6. Non-Capital Grants and Donations	3,491	3,052	2,209	2,209	3,417	1,208	54.7%	Higher Non-Capital Federal Grant in 2027
7. Capital Contributions	94,282	40,308	54,699	54,699	53,390	(1,309)	-2.4%	Lower Capital Federal Grant in 2027
8. Interest Income	81,374	117,805	74,857	74,857	78,812	3,955	5.3%	Higher interest rates and fund balance in 2027
9. Other Noncapital Subsidies	25,110	2,952	2,923	2,923	2,974	51	1.7%	In line with the 2026 budget
10. Lease Interest Income	21,711	26,964	24,791	24,791	27,343	2,552	10.3%	Higher GASB 87 lessor lease interest income in 2027
Total	**1,464,341**	**1,530,894**	**1,542,920**	**1,544,217**	**1,648,211**	**103,994**	**6.7%**	
Expenses								
1. Operating Expenses	652,642	672,311	731,141	758,484	786,717	28,234	3.7%	Higher operating expenses from operating divisions
2. Depreciation	277,917	298,355	308,165	308,165	342,538	34,372	11.2%	More new assets coming to service
3. Revenue Bond Interest Expense	150,434	174,153	210,147	210,147	222,468	12,321	5.9%	New bond issuances and higher interest rates in 2027
4. GO Bond Interest Expense	14,365	15,184	17,309	17,309	20,848	3,539	20.4%	Higher Go Bonds Interest Expense in 2027
5. Public Expense	11,150	4,320	6,263	6,263	20,999	14,736	235.3%	Higher Public Expenses in 2027 mainly due to WSDOT Gateway Program
6. Other Non-Op Rev/Expenses	41,608	(46,161)	34,873	8,048	7,744	(304)	-3.8%	Higher SBITA and Lease interest expenses offset by Acct Recv Interest
7. Special Item Income/Expense	91,107	-	-	-	-	-	0.0%	
Total	**1,239,222**	**1,118,162**	**1,307,899**	**1,308,416**	**1,401,314**	**92,898**	**7.1%**	
Revenues over Expenses	**225,118**	**412,732**	**235,021**	**235,800**	**246,897**	**11,096**	**4.7%**	

2027 FTE Summary

	Aviation	Maritime	Econ Dev.	Central Services	Total
2026 Approved FTE's	**1,387.4**	**324.5**	**18.0**	**985.0**	**2,714.8**
Mid Year Approval	-	-	-	1.5	1.5
Eliminated	-	-	-	(4.6)	(4.6)
Net Transfers	-	-	5.0	(5.0)	-
Adjusted 2026 FTE's [1]	1,387.4	324.5	23.0	976.9	2,711.8
2027 Budget					
Eliminated	(45.3)	(2.0)	-	(39.0)	(86.3)
Transferred	-	-	-		-
New FTE's	-	-	-	2.0	2.0
Repurposed	-	-		(2.0)	(2.0)
Total 2027 Changes	(45.3)	(2.0)	-	(39.0)	(86.3)
Proposed 2027 FTE's	**1,342.1**	**322.5**	**23.0**	**937.9**	**2,625.5**

Notes:

1) Includes FTEs from Stormwater Utility in Maritime Division.

Equity in Budgeting Highlights











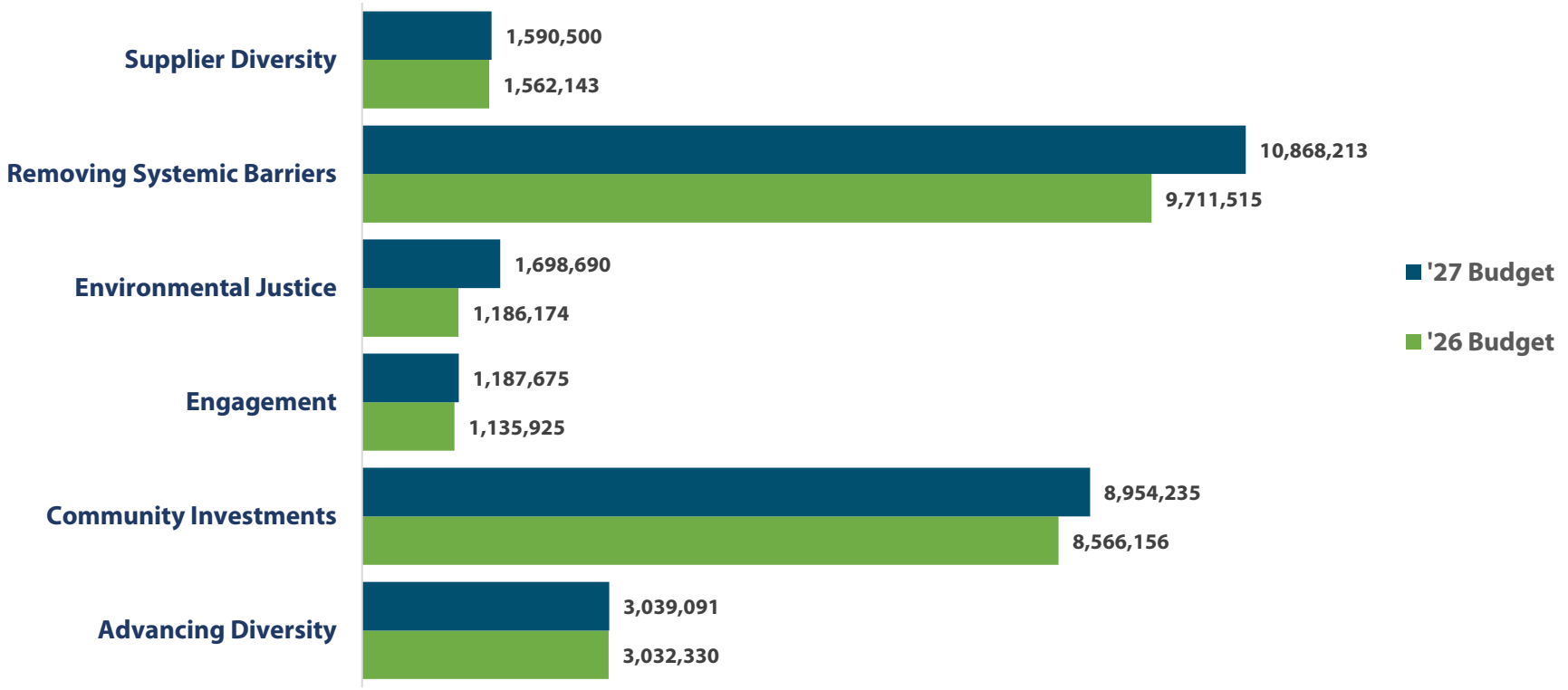


Equity Spending Criteria

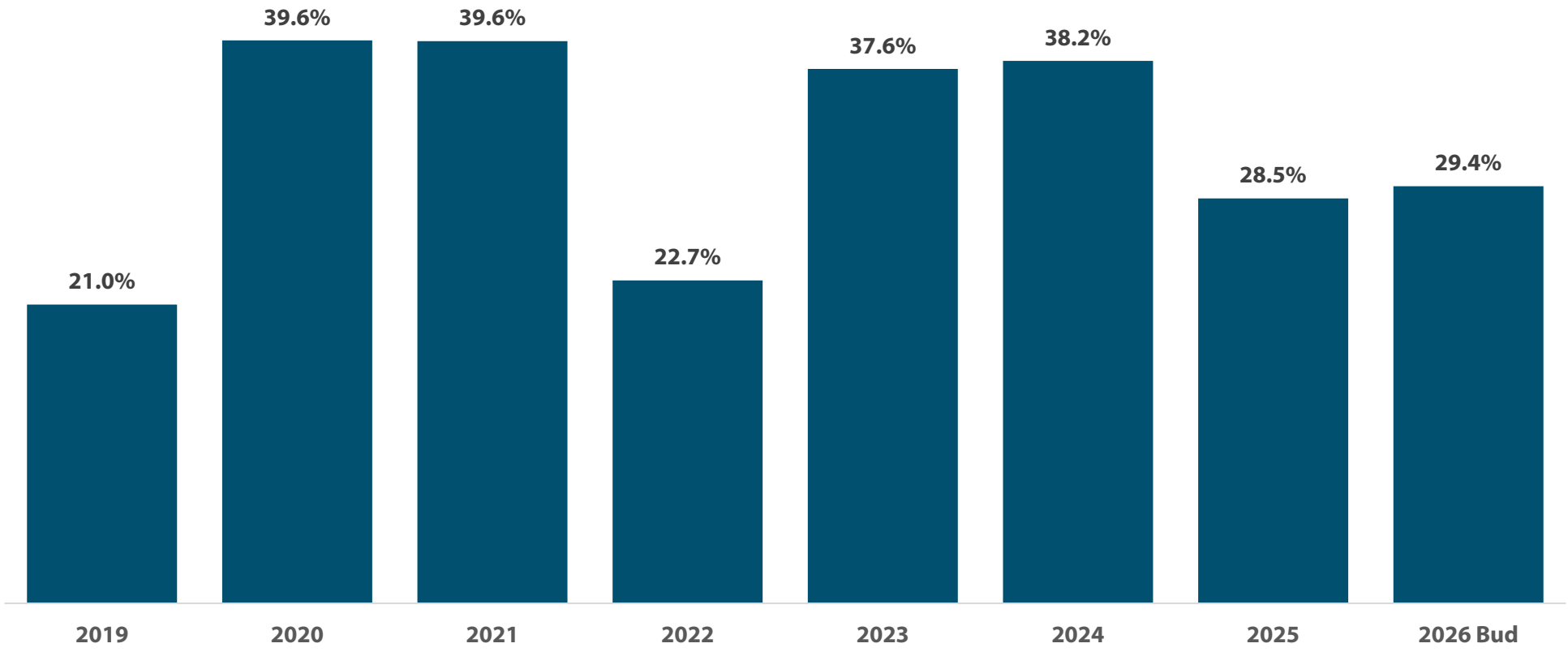
If an investment meets one of the definitions, then it must also meet at least one of the key criteria:

A. Advances diversity for the Port.
B. Removes systemic barriers for BIPOC or structurally excluded communities to participate in the Port.
C. Programs and funding that were developed through direct engagement with communities, and/or communities been consulted in design of the program.
D. Has a demonstrable impact in quality of life for BIPOC or structurally excluded communities.
E. Was intentionally designed to have a positive impact in BIPOC or structurally excluded communities .
F. Achieves our environmental justice goals and removes barriers for BIPOC or structurally excluded communities to live and enjoy a healthy environment.

2027 Port Wide Equity Spending by Category



Port Wide Equity Spending Funded by Tax Levy



2027 Equity Spending Highlights

- Workforce Development Programs ($3,974K)
  - Airport Employment Center ($1,145K)
  - Youth Career Launch Program ($670K)
  - Taxi Driver Employment Navigator ($375K)
  - Construction Pre-Apprenticeship Services ($375K)
- South King and Port Communities Fund ($2,398K)
  - Total SKPCF is $2,648K if including $250K in Diversity in Contracting in EDD
- Noise Part 150 Study ($1,397K)
- Transportation Pilot for SEA workers "SEA Moves" ($1,500K)
- EDD Partnership Grants ($950K)

2027 Equity Spending Highlights - Con't

- Duwamish Valley Community Equity Program ($626K)
- ADR Rental Equity Study ($500K)
- Veteran's Program ($378K)
- High School Internship Program ($299K)
- Childcare Bridge Strategy ($200K)
- Language Access Fund ($134K)
- Clean Fuel Policy Advocacy and Coalition Building ($100K)
- Anti-Human Trafficking ($83K)
- Equity Assessment Implementation ($50K)*
- Equity Index ($50K)
- Employee Resource Groups ($32K)

5-year Tax Levy Fund Sources and Uses

($ million)

SOURCES OF TAX LEVY & RELATED FUNDS	2027-2031
Beginning Balance - Tax Levy	$ 38
Beginning Balance - ELF	31
Tax Levy Collections	502
Existing GO Bond Proceeds	78
Future GO Bond Proceeds	250
Environmental Grant Receipts	4
Total Sources	$ 903

USES OF TAX LEVY & RELATED FUNDS	2027-2031
G.O. Bond Debt Service (existing)	$ 180
G.O. Bond Debt Service (new)	73
Environmental Remediation Liability (Non-Airport)	263
Seaport Capital Investments	318
Sound Insulation	7
Community Programs	63
Total Uses	$ 904

Note: Excludes TIF

Two levers set how the levy is used

Lever 1 · How much we levy

A percentage of the statutory maximum. The gap below the maximum is "dry powder" for future needs.

Lever 2 · How much we leverage

The share of the levy committed to G.O. bond debt debt service. The rest is cash for capital and programs. programs.

THE RULES

- Commission sets the levy each year, up to the legal maximum
- The maximum grows about 2% a year (1% limit plus new construction); 2027 max ≈ $122.0M
- Usable for any Port purpose except revenue bond debt service
- G.O. bond debt service is the first claim on the levy
- Commission can further restrict uses by policy

From 75/75 to 80/70: more cash, not more debt

2027, at the ~$122.0M maximum	Current 75/75	Proposed 80/70	Change
Levy as % of maximum	75%	80%	+5 pts
Levy amount	$91.5M	$97.6M	+$6.1M
Headroom below maximum	$30.5M	$24.4M	–$6.1M
G.O. debt service cap (75% vs. 70%)	$68.6M	$68.3M	–$0.3M
Levy cash after maximum G.O. debt service	$22.9M	$29.3M	+$6.4M

Debt capacity stays flat. The proportion of our capital funded with cash increases, mitigating growth in interest costs.

The Step Today: 80/70

Option	Taxpayer lens	Investor lens	Added capacity
Current 75/75	Modest annual increases; funds key initiatives	Flexibility from managing levy and leverage	Baseline
Proposed 80/70	Moderate increase; value depends on use	Flexibility maintained through levy and leverage limits	$67M, 2027–2035

Because the levy base grows each year, the added capacity compounds, while the cushion below the maximum stays in place.

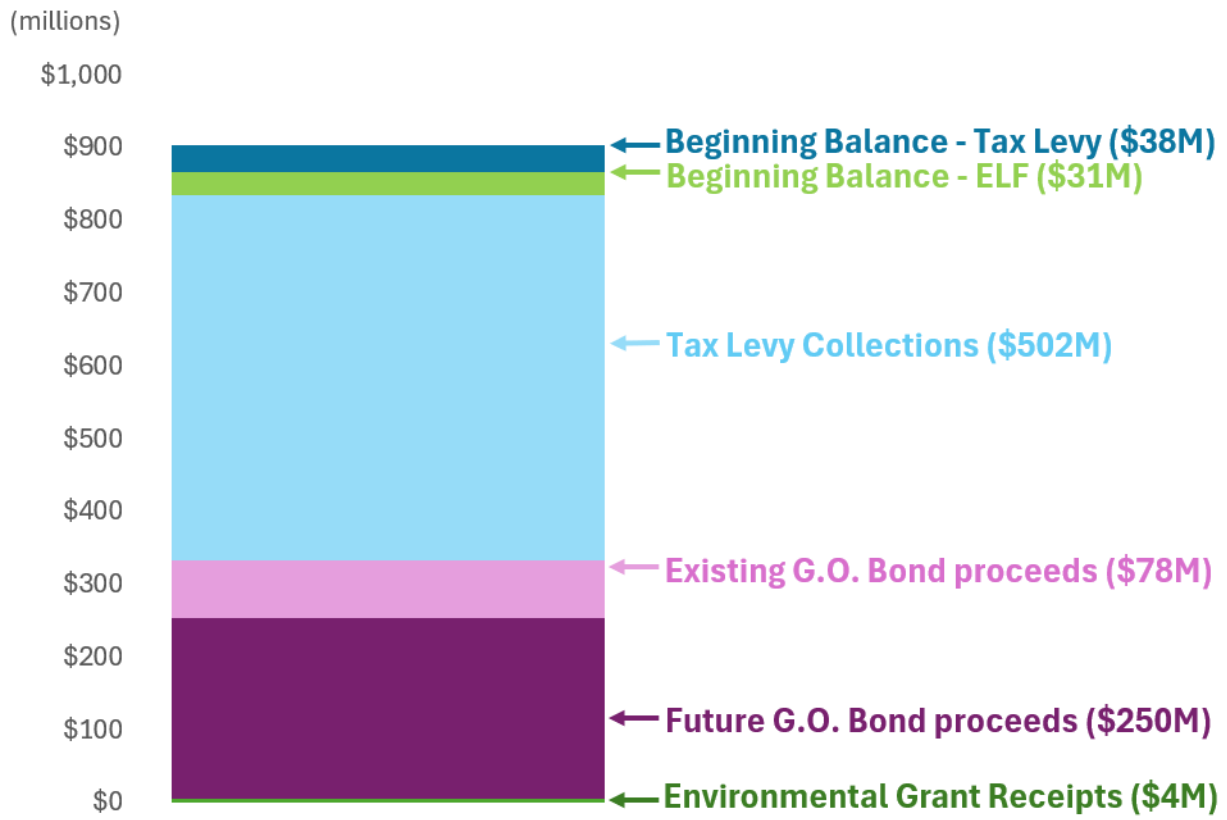
The Long-Term Commitment

Hold the Levy at this level and shape the capital plan to accommodate.

Sources of Tax Levy & Related Funding: 2027-2031

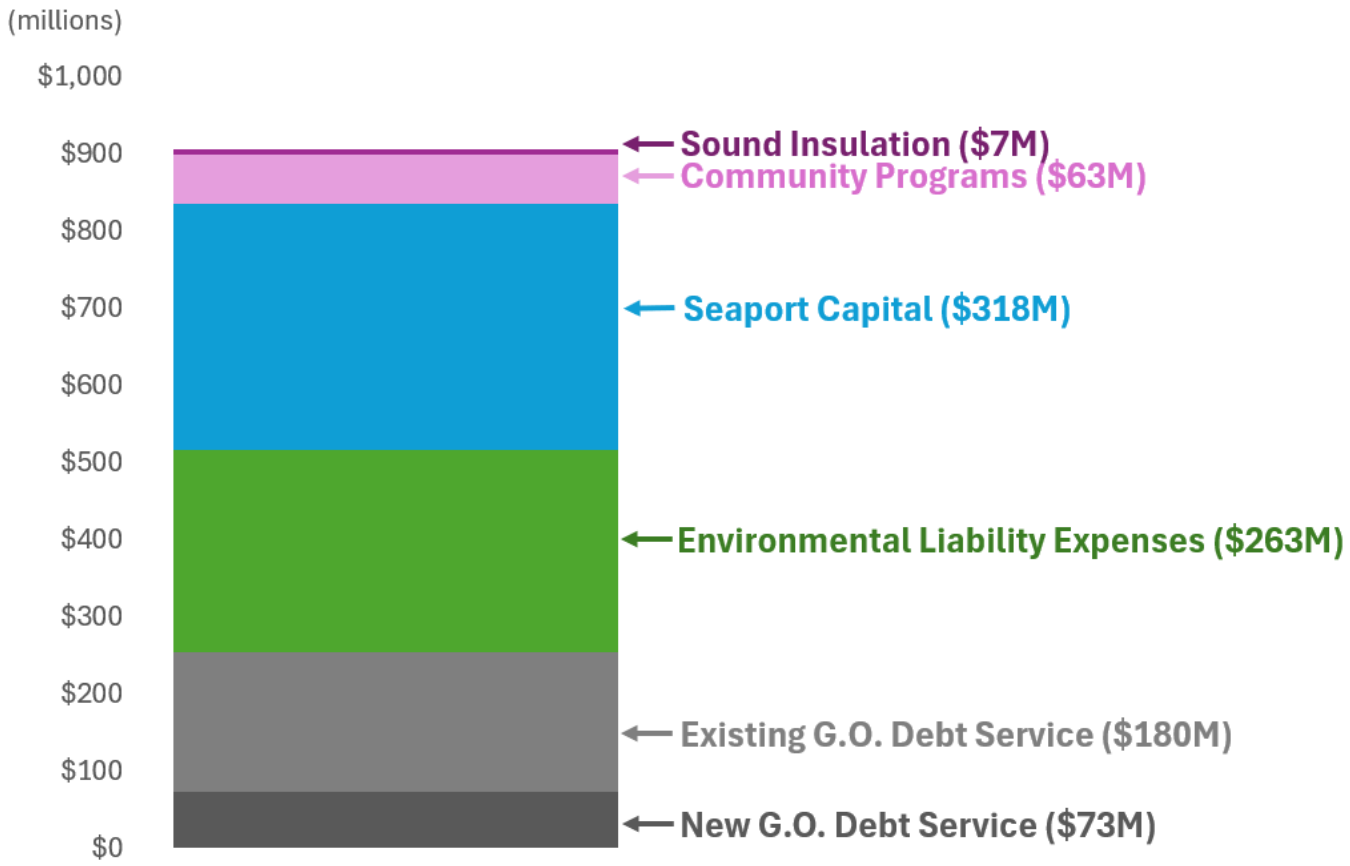
Total Sources - $904M

- 2027 levy set at 80% of maximum allowable
- Future tax levy collections based on ~2% annual levy growth
- $78M of existing GO Bond proceeds from issuances in 2022 and 2024
- Forecasts assume $250M of additional GO Bonds issue over the next 5 years to support capital investments and environmental costs



Note: Excludes TIF funds

Uses of Tax Levy & Related Funding: 2027-2031



Note: Excludes TIF spending

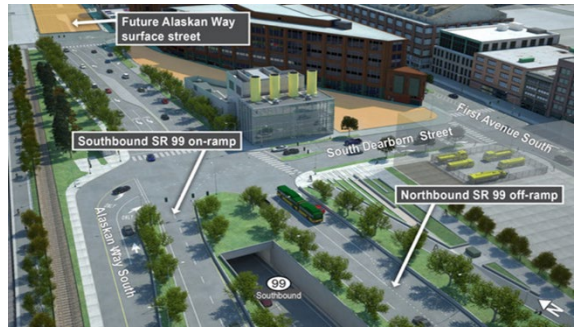
Total Uses - $904M

- Existing GO Bonds DS includes both Seaport capital investments and SR-99 tunnel contribution
- Environmental costs are projected to continue well past 2031, but are fully funded with levy resources including G.O. bonds
- Assumes continuation of levy funded Community Programs at ~$13M annually

Tax Levy Summary

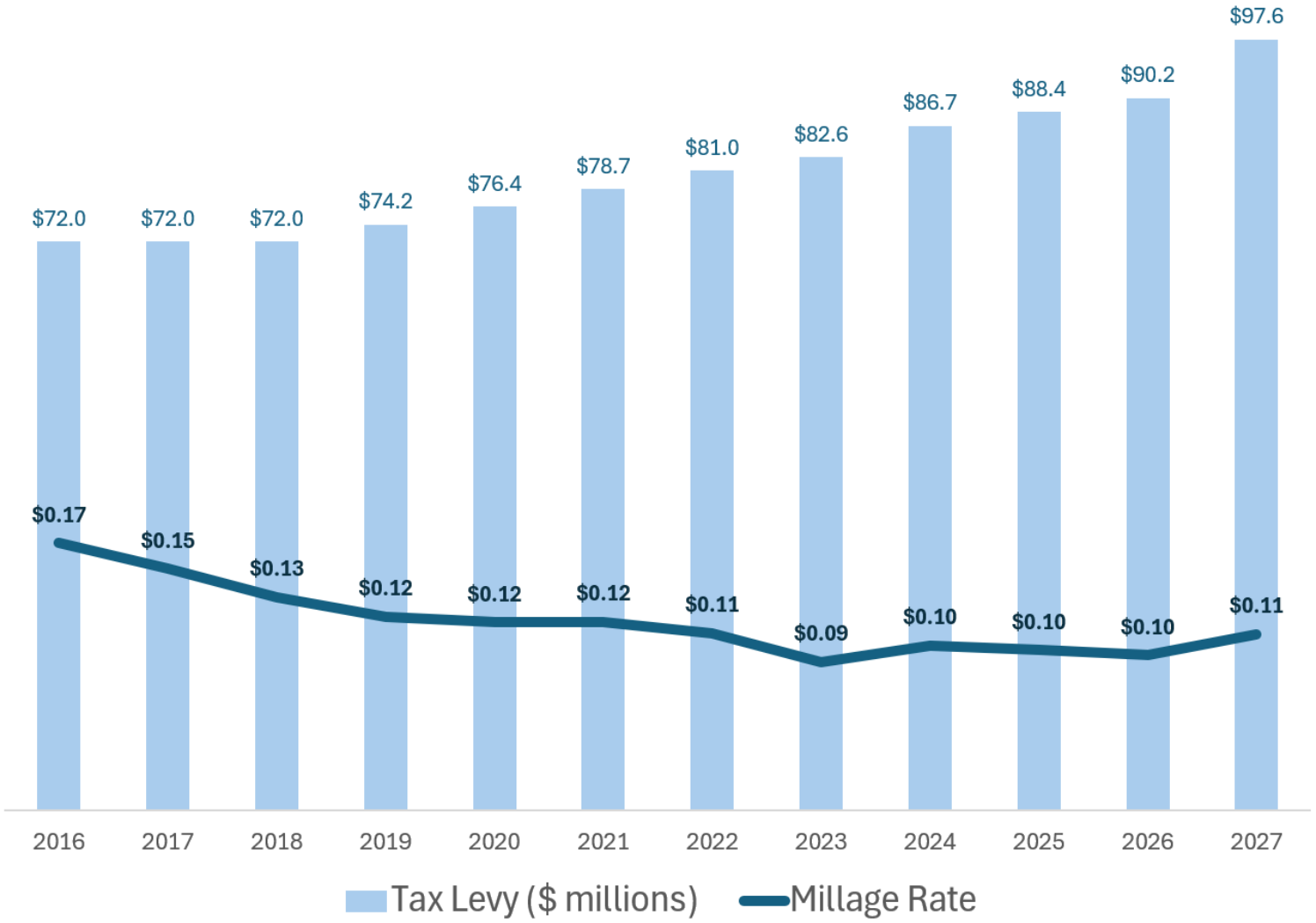
- Levy amount is approved annually by the Commission
- Levy can be leveraged by issuing General Obligation (G.O.) bonds
- Current Levy uses:
  - G.O. bond debt service
  - Environmental remediation and sustainability
  - Regional transportation mobility
  - Community: equity, workforce, economic development
  - Investments in seaport infrastructure
- The Port may approve a levy amount up to the maximum allowable within statutory limits ($122.0 million in 2026)
- 2027 levy proposed to be $97.6 million







2016-2027 Tax Levy & Millage Rate (1)



(1) Millage rate represents the amount per every $1,000 of assessed valuation

Taxpayer Impact

	2026	2027 preliminary
Tax Levy ($ million)	90.2	97.6
Estimated millage rate ($/1000)	0.0980	0.1112
Median home value ($) (1)(2)	887,000	850,000
Estimated median home Port tax ($)	$87	$95

(1) 2026 per King County; 2027 data is not yet available
(2) 2025 median assessed value was $844,000





- The Port's levy was approximately 1.1% of total property taxes levied in King County in 2026

GASBs 87 Lease and 96 SBITA Accounting Changes

- Require to report part of the lease payments from tenants (except for leases related to aeronautical revenues) as non-operating interest income, instead of operating revenues.
- No impact to the Port's overall Changes in Net Position.
- Treat leases more like a long-term financing arrangement, similar to a loan for our tenants to use the Port facilities, with part of the lease payments representing interest income on that financing arrangement.
- Conversely, when the Port makes lease or subscription payments to vendors (for the use of land, facilities, equipment, or subscription-based IT services) a portion of those payments is now classified as non-operating interest expense.

COMMISSION
AGENDA MEMORANDUM **Item No.** 10a.1

ACTION ITEM **Date of Meeting** November 17, 2026

DATE: October 30, 2026

TO: Stephen P. Metruck, Executive Director

FROM: Chris Wimsatt, Chief Financial Officer
Michael Tong, Director, Corporate Budget
Tam Dang, Corporate Budget Manager

SUBJECT: **Introduction of Resolution No. 3854, Specifying the Dollar and Percentage Change in the Regular Property Levy from the Previous Year per RCW 84.55.120; Providing for an Increase of the Levy from a budgeted $90,182,069 to $97,587,934**

ACTION REQUESTED

Request Introduction of Resolution No. 3854: A resolution of the Port Commission of the Port of Seattle specifying the dollar and percentage change in the regular property levy from the previous year per RCW 84.55.120; providing for an 8.2 percent increase of the levy from $90,182,069 to $97,587,934.

EXECUTIVE SUMMARY

RCW 84.55.120 requires Washington State taxing districts to adopt a separate ordinance or resolution specifically authorizing any increase in property tax levies. The resolution must also specifically state the dollar increase and percentage change in the levy from the previous year. In connection with the Port's proposed 2027 budget, Resolution No. 3854 authorizes an increase of $7,405,865 (an estimated 8.2 percent increase from 2026). Excluding the new construction, any Tax Increment Finance Area, State Utilities Value, and refund amount, the increase is $6,516,884 (an estimated 7.2 percent from 2026) for tax filing purposes. The Port's estimated levy rate is $0.1112 per thousand of assessed value for 2027.

ADDITIONAL BACKGROUND

The budget process includes planning, setting up and testing new budget modules in the budget system, budget user training, department strategic and business planning, publishing budget guidelines, establishing budget targets, entering budget data into the system, running budget allocations and budget reports, conducting department and division reviews, executive reviews and Commission reviews, preparing and publishing the preliminary budget document, a public hearing, adoption of the final budget, filing the statutory budget with the King County Council and Assessor's Office, and the preparation and release of the final budget document.

Prior to the Introduction of Resolution No. 3854 on November 17, 2026, staff has provided 7 briefings to the Commission. The preliminary 2027 Budget was provided to the Port Commission and made available to the general public on October 20, 2026. An announcement of the preliminary budget and public hearing was made in the Daily Journal of Commerce newspaper on October 30, 2026 and November 6, 2026.

After the public hearing and Commission adoption of a final plan, the statutory budget will be filed with the King County Council and King County Assessor, as required by law. The final 2027 Budget and Draft Plan of Finance will be released to the public by December 4, 2026.

ATTACHMENTS TO THIS REQUEST

(1) Draft Resolution No. 3854

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

October 27, 2026 – 2027 Tax Levy and Draft Plan of Finance for 2027-2031 Briefing
October 13, 2026 – 2027 Aviation Division Operating and CIP Budgets Briefing
October 13, 2026 – 2027 Maritime and Economic Development Divisions Operating and CIP Budgets Briefing
September 22, 2026 – Central Services 2027 Preliminary Budget and Port-wide Rollup Briefing
July 14, 2026 – 2027 Budget Development Briefing
June 23, 2026 – Commission Budget Study Session on Commission Priorities
March 12, 2026 – Commission Retreat on Resource Conscious & Levy Scenario

Item Number: 10a.1 reso
Meeting Date: November 17, 2026

PORT OF SEATTLE
RESOLUTION NO. 3854

A RESOLUTION of the Port Commission of the Port of Seattle specifying the dollar and percentage change in the regular property levy from the previous year per RCW 84.55.120; providing for an increase of the levy from $90,182,069 to $97,587,934.

WHEREAS, the Port of Seattle in the Commission has met and considered its budget for the calendar year 2027; and

WHEREAS, the Port of Seattle's Commission, after hearing and duly considering all relevant evidence and testimony presented in a public hearing held pursuant to RCW 84.55.120, has determined the Port of Seattle requires a regular levy in the amount of $97,587,934, which represents the levy rate of approximately $0.1112 per thousand of assessed value; and

WHEREAS, the levy amount includes an increase in property tax revenue from the previous year to discharge the expenses and obligations of the district in its best interest.

NOW, THEREFORE, BE IT RESOLVED, by the Port Commission of the Port of Seattle, that a property tax levy is hereby authorized in the amount of $97,587,934, an increase of $7,405,865 (an estimated 8.2 percent increase from 2026). Excluding the new construction, any Tax Increment Finance Area, State Utilities Value, and refund amount, the increase is $6,516,884 (an estimated 7.2 percent from 2026) for tax filing purposes.

ADOPTED by the Port Commission of the Port of Seattle at a duly noticed meeting held this 23rd day of November 2026 and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the seal of the Commission.

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Port Commission

COMMISSION
AGENDA MEMORANDUM **Item No.** 10b

ACTION ITEM **Date of Meeting** November 17, 2026

DATE : November 17, 2026

TO: Stephen P. Metruck, Executive Director

FROM: Katie Gerard, Senior Human Resources Director
Kecia Reichstein, Human Resources Director—Total Rewards

SUBJECT: Changes to the Salary and Benefit Policy Directive for 2027

ACTION REQUESTED

Request introduction of the Salary and Benefits Resolution No. 3858, amending the policy directive for salaries and benefits for employees not covered by a collective bargaining agreement established by Resolution No. 3841 and providing an effective date for all amendments as of January 1, 2027.

Following this presentation and subsequent vote on introduction, staff will return to request adoption of the Resolution on November 23, 2026.

EXECUTIVE SUMMARY

The Salary and Benefits Resolution is the Port Commission's authorization of the pay and benefits programs that are part of the Port's overall Total Rewards package for non-represented employees. RCW 53.08.170 requires the Port Commission to authorize pay and benefits for non-represented employees by resolution. The Executive Director has the authorization to take necessary action to make effective all terms, provisions, and conditions within the Salary and Benefits Policy Directive. The Salary and Benefits Resolution establishes the pay ranges for non-represented jobs, authorizes new and updates existing elements of the compensation program and authorizes updates to benefits plans that comprise the overall benefits package offered to non-represented Port employees. This introduction will highlight the recommended Non-Represented Graded Salary Range Structure and the Executive Leadership Graded Salary Range Structure, as well as recommended additions, deletions, and changes to the Salary and Benefits Policy Directive that are contained in Resolution No. 3841, provided in the package for the 2026 Salary and Benefits Resolution.

JUSTIFICATION

The Salary and Benefits Policy Directive specifies the pay and benefits programs authorized by the Port Commission, while the specifics of these programs are authorized by the Executive Director and Senior Human Resource Director, and the administrative details are maintained in

Port policies and program guides. The Policy Directive also includes benefits offered to Port of Seattle retirees and to Port Commissioners, as well as the specifics and administrative details of these benefits. Updates to the program are designed to keep the authorized pay and benefits plans current and ensure the Total Rewards package continues to support the attraction and retention of employees with the talents and abilities necessary for the Port to achieve its mission, vision, and goals.

This year's recommendations include an adjustment to the Non-Represented Graded Salary Range Structure and Executive Leadership Graded Salary Range Structure, in addition to some other suggested recommendations.

DETAILS

The 2027 Salary and Benefits Resolution includes the following recommended updates.

Definitions
In Section 2, Definitions, Adjust the definition "Intern" to be inclusive of both academic and non-academic career pathways in alignment with the Talent Connections programs.

Policy Establishing Jobs, Pay Grades, Graded Pay Range Structure, and Pay Practices and Pay Types
In Section 5.1.C, Non-represented and Executive Graded Salary Range Structures will be updated. The Port's goal is to have pay ranges for non-represented jobs reflect as closely as possible the market pay rates for the Port's non-represented jobs. This year our assessment indicates that a 3.17% increase to the range structures will be necessary to maintain market competitive pay ranges in 2027.

It is important to note that when the Port adjusts pay ranges, employees do not receive corresponding increases to their pay rates. This is different from how many public employers administer pay for their non-represented employees. Only employees whose pay is below the new minimum of the pay range for their job will receive an automatic pay increase, and the amount of increase will be just the amount necessary to bring employees' pay to the minimum of the range. With our recommended 3.17% increase to the range structures, we estimate that 9 employees will require an adjustment to bring them to the range minimum, with a cost of $14,194.52.

Section 5.1.F(2) Shift Differential. This pay type is an established pay type for non-represented employees, but is proposed to be included in the Salary and Benefits Resolution to enhance transparency around the Shift Pay premium.

In section 5.1.F.(6), Multilingual Premium will be updated to Multilingual Pay. This section has been modified to reflect Multilingual Pay as additional pay rather than a pay premium.

Policy Establishing Pay Rates and Pay Ranges for Non-Assessed Jobs
Section 5.1.G.(2) has been modified to include Port Pathways Interns.

Policy Regarding Benefit Programs Offered to Retirees

Section 5.3.G Voluntary Employee Beneficiary Association (VEBA) Trust. This section has been modified to reflect the established VEBA (Voluntary Employees' Beneficiary Association) trust.

SUMMARY

The 2027 Salary and Benefits Resolution includes a few changes. In addition to the changes noted here we regularly review the language in the Salary and Benefits Policy Directive to identify more succinct ways to describe programs and clearer language to use. This year is no different and in addition to the recommended additions, deletions and updates we have identified several places where we will be suggesting edits to the Salary and Benefits Policy Directive to clarify a point, remove redundancy, or otherwise make the information clearer and easier to read.

FINANCIAL IMPLICATIONS

This year's Salary and Benefits Resolution changes do have an impact on the Port's payroll and related costs. By adjusting the Non-Represented and Executive Graded Salary Structure, we estimate 9 employees will need an adjustment to bring their base pay to the new recommended pay range minimum at an estimated cost of $14,194.52.

ATTACHMENTS TO THIS REQUEST

(1) Draft Resolution No. 3858
(2) Attachment A_2027 Non-Represented Graded Salary Range Structure
(3) Attachment B_2027 Executive Graded Salary Range Structure
(4) Exhibit A_2027 Schedule of Authorized Non-Represented Jobs
(5) 2026 Pay Ranges for Non-Represented and Executive Jobs (for information only)
(6) Presentation

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

None

Item Number: 10b attach 1
Meeting Date: November 17, 2026

Proposed 2027 Non-Represented Graded Salary Range Structure

Grade	Hourly			Annual		
	Minimum	Market Reference Point	Maximum	Minimum	Market Reference Point	Maximum
50	$22.65	$24.65	$30.64	$47,120	$51,278	$63,751
51	$24.91	$27.11	$33.71	$51,833	$56,406	$70,126
52	$27.41	$29.83	$37.08	$57,015	$62,047	$77,138
53	$30.15	$32.81	$40.79	$62,717	$68,251	$84,853
54	$33.16	$36.09	$44.87	$68,989	$75,076	$93,337
55	$36.48	$39.70	$49.36	$75,888	$82,583	$102,671
56	$40.13	$43.67	$54.29	$83,476	$90,841	$112,938
57	$44.32	$48.04	$59.72	$92,196	$99,925	$124,232
58	$48.56	$52.84	$65.69	$101,005	$109,918	$136,654
59	$53.41	$58.12	$72.26	$111,107	$120,910	$150,321
60	$58.75	$63.94	$79.49	$122,217	$133,001	$165,353
61	$64.63	$70.33	$87.44	$134,438	$146,301	$181,888
62	$71.09	$77.37	$96.19	$147,882	$160,931	$200,078
63	$78.20	$85.10	$105.80	$162,672	$177,024	$220,084
64	$86.02	$93.61	$116.39	$178,939	$194,726	$242,093
65	$94.63	$102.98	$128.02	$196,832	$214,199	$266,301
66	$104.09	$113.27	$140.83	$216,516	$235,620	$292,933
67	$114.50	$124.60	$154.91	$238,166	$259,181	$322,225
68	$125.95	$137.06	$170.40	$261,983	$285,099	$354,448
69	$138.54	$150.77	$187.44	$288,182	$313,610	$389,893
70	$152.40	$165.85	$206.19	$317,000	$344,971	$428,882

*The hourly rates presented here represents only two-digits following the decimal point. In the Port's human resources information system, the hourly rates are up to six-digits following the decimal point.

Item Number: 10b attach 2
Meeting Date: November 17, 2026

Proposed 2027 Executive Leadership Graded Salary Range Structure

	Hourly			Annual		
Grade	Minimum	Market Reference Point	Maximum	Minimum	Market Reference Point	Maximum
101	$99.80	$108.53	$134.73	$207,588	$225,751	$280,243
102	$109.78	$119.38	$148.20	$228,345	$248,327	$308,268
103	$120.76	$131.32	$163.02	$251,181	$273,160	$339,094
104	$132.83	$144.45	$179.32	$276,300	$300,474	$373,004
105	$146.11	$158.90	$197.26	$303,929	$330,523	$410,304
106	$160.73	$174.79	$216.98	$334,321	$363,574	$451,335
107	$176.80	$192.27	$238.68	$367,754	$399,932	$496,467

*The hourly rates presented here represents only two-digits following the decimal point. In the Port's human resources information system, the hourly rates are up to six-digits following the decimal point.

SCHEDULE OF AUTHORIZED NON-REPRESENTED JOBS
SALARY RANGES EFFECTIVE JANUARY 1, 2027
Annual Base Salary Range (Hourly equivalent in parentheses)

Item Number: 10b_exhibit A
Meeting Date: November 17, 2026

Grade	Minimum	Market Reference Point	Maximum
50	**$47,120 ($22.65)**	**$51,278 ($24.65)**	**$63,751 ($30.64)**
51	**$51,833 ($24.91)**	**$56,406 ($27.11)**	**$70,126 ($33.71)**
	Office Assistant		Pier 69 Mail & Shipping Specialist
52	**$57,015 ($27.41)**	**$62,047 ($29.83)**	**$77,138 ($37.08)**
	AOB Facilities & Mail Specialist On-Call		Pier 69 Security Specialist
	Landside Cruise Transportation Coordinator		
53	**$62,717 ($30.15)**	**$68,251 ($32.81)**	**$84,853 ($40.79)**
	AOB Facilities & Mail Specialist		Marine Maintenance Accounts Clerk
	Duwamish Valley Hub Coordinator - LDT		Pier 69 Facilities Specialist
54	**$68,989 ($33.16)**	**$75,076 ($36.09)**	**$93,337 ($44.87)**
	Accountant I - Credit		Landside Parking Services Administrator
	Administrative Staff Assistant		Marine Maintenance Business Operations Specialist
	Airport Customer Service Representative I		Marine Maintenance Material & Inventory Specialist
	Assistant Civil Engineering Technician		Marine Maintenance Operations Specialist
	Aviation Conference Center Specialist		Maritime Lease Specialist I
	Aviation Lease Specialist I		Total Rewards Assistant
	Aviation Receiving Dock Operations Specialist		Workers' Compensation Administrative Assistant
	Harbor Operations Specialist		
55	**$75,888 ($36.48)**	**$82,583 ($39.70)**	**$102,671 ($49.36)**
	Accountant I - Accounts Receivable		Harbor Coordinator-Bell Harbor Marina
	Accountant I - Billing		Harbor Customer Service Specialist
	Accountant I - Capital Services		Harbor Customer Service Specialist - Fishing
	Accounts Payable Specialist		ICT Project Coordinator
	Administrative Assistant		ICT Service Desk Technician
	Airport Customer Service Representative II		Landside Transportation Specialist
	AV F&I Utility Analyst		Marine Maintenance Intake Admin Specialist
	Aviation Conference Center Sales & Operations Specialist		Marine Maintenance Time Administrator/Admin
	Aviation Lease Specialist II		Maritime Lease Specialist II
	Aviation Maintenance Time Administrator		On-Call SEA Customer Support Representative
	Business Intelligence Assistant		Pier 69 Facilities Lead
	Business Intelligence Field Interviewer		Port Construction Services Time Administrator
	Civil Engineering CAD Specialist		Public Art Technician
	Commission Staff Assistant		Safety Management System Assurance Specialist
	Construction Safety Administrator		Seaport Finance Admin and Invoicing Specialist
	CPO Systems and Data Analyst I		Subsurface Utility Engineering Technician I
	CPO Tech Business Analyst I		Talent Acquisition Coordinator
	Customer Communications Representative		Technical Support Engineer I
	Engineering Facility Specialist		Waterfront Project Management Project Assistant
	Engineering Invoice & Asset Specialist		
56	**$83,476 ($40.13)**	**$90,841 ($43.67)**	**$112,938 ($54.29)**
	Accountant II - Accounts Receivable		Harbor Moorage Coordinator
	Accountant II - Billing		Harbor Moorage Coordinator - Fishing
	Accountant II - Capital Services		HR Business Technology Specialist
	Accountant II - Credit		ICT Associate Client Engineer
	Air Service Administrative & Program Specialist		ICT Contract/Software Administrator
	Art Program Coordinator		ICT Software Support Specialist
	Assistant Construction Manager - Major Construction		Lead Harbor Operations Specialist
	Assistant Project Manager		Marine Maintenance Logistics Specialist
	Associate Financial Analyst		Maritime Lease Specialist III
	Associate Financial Analyst - Mitigation & Recovery		MM Business Systems and Operations Specialist
	Aviation Lease Specialist III		Payroll Specialist
	Aviation Program Controls Business Systems Administrator		PCS Purchasing Specialist
	Business Intelligence Analyst I		Procurement Officer I
	Business Intelligence Market Research Analyst I		Project Assistant – Major Construction
	Capital Development & Planning Specialist		Project Controls Engineer I
	Construction Safety Specialist		Records Management Specialist
	Customer Experience Information Specialist- LTD 4/27		Records Program Specialist
	Duwamish Valley Program Coordinator - LDT		Risk Claims & Driver Safety Coordinator
	Engineering Design Technician		Senior Harbor Facilities Coordinator
	Equity, Diversity & Inclusion Metrics & Evaluation Program Assistant		Senior Landside Transportation Specialist
	External Relations Event Specialist		Subsurface Utility Engineering Technician II
	External Relations Graphic Designer		WPM Associate Project Controls Engineer
	Fishermen's Terminal Billing Analyst		
57	**$92,196 ($44.32)**	**$99,925 ($48.04)**	**$124,232 ($59.72)**
	Accountant III - Accounts Receivable		Department Contract Specialist

Accountant III - Billing
Accountant III - Capital Services
Accountant III - Credit
Accountant III - General Ledger
Accounts Payable Analyst
Airport Dining and Retail Program Coordinator
Airport Recognition & Event Specialist
Airport Training Specialist
Airport Training Systems Analyst
Airport Volunteer Specialist
Art Program Support Specialist
Associate Content Solution and Communication Engineer
Associate Database Engineer
Associate Software Development Engineer
Associate Software Test Engineer
Associate Systems Engineer
Aviation Activity Specialist
Aviation Associate Planner
Aviation Facilities & Infrastructure Architect/Engineer I
Aviation Maintenance Planner/Coordinator
Aviation Program Controls Administrator
Aviation Program Controls Design Review Specialist
Aviation Project Management Group Project Administrator
Aviation Senior Utility Analyst
BIM Technology Specialist
Building Permit Coordinator
Bus Driver Trainer
CAD Standard Review Technician
Civil Engineering Technician
Construction Inspector I - Major Construction
CPO Database Integration Analyst II
CPO Tech Business Analyst II
Department Contract Specialist - Maritime
Department Contract Specialist - Program Controls
Deputy Commission Clerk
Design Engineer/Architect I
Engineering Business Services Specialist
Executive Assistant - Executive Department
External Relations Community Programs Support Specialist
External Relations Digital Production Specialist
External Relations Visual Storyteller
Financial Reporting & Controls Analyst I
Ground Transportation Customer Support Specialist
Human Resources Communications & Media Producer
ICT Infrastructure Operations Technician
ICT Mobility Specialist
ICT Service & Reporting Analyst
Internal Auditor
Investigation Specialist
Marine Maintenance Asset Analyst/CAD Specialist
Maritime Marketing Project Manager
Maritime Operations Billing Analyst
Maritime Senior Lease Specialist
Maritime Utility Analyst
Payroll Analyst
SEA Visual Communicator
Senior Administrative Assistant
Supervisor, Customer Care
Talent Acquisition Recruiter
Technical Support Engineer II
Total Rewards Specialist
Tourism Development Specialist
Waterftont Project Management Project Specialist
Workforce Development Contract & Budget Specialist

58	$101,005 ($48.56)	$109,918 ($52.84)	$136,654 ($65.69)

AFR Business Technology Analyst
Apprenticeship/Priority Hire Specialist
Assistant to Managing Director, Aviation
Assistant to Maritime Managing Director's Office
Assistant to Senior Director, Equity Diversity & Inclusion
Assistant to Senior Director, External Relations
Assistant to Senior Director, Labor Relations
AV Facilities & Infrastructure Asset Document Specialist
AV Facilities & Infrastructure Direct Digital Control Specialist
AV Lease Management Business Systems Analyst
Aviation Capital Development Manager I
Aviation Customer Communication Specialist
Aviation Maintenance Asset Management Analyst
Aviation Maintenance Business Analyst
Aviation Maintenance Lead Planner/Coordinator
Aviation Maintenance Systems Analyst
Aviation Program Controls Business Systems Analyst
Aviation Real Estate & Portfolio Manager I
Aviation Security Business Systems Analyst
Background Compliance Specialist
Business Intelligence Analyst II
Business Intelligence Market Research Analyst II
Capital Project Manager I
Construction Inspector II - Major Construction
Construction Labor Specialist I
Construction Manager I - Major Construction
CPO Systems and Data Analyst II
Cruise Operations Specialist
Customer Care & Construction Coordinator
Div in Contracting Community Engagement & Training Prog Spec
Diversity in Contracting Coordinator
Environmental Finance Business Analyst
Environmental Finance Invoice Systems Specialist
Environmental Management Specialist
Executive Assistant to Deputy Executive Director
Executive Assistant to the Commission Office
External Relations Capital Projects Marketing Specialist
External Relations Marketing and Communications Project Manager
External Relations Video Producer
Financial Analyst
Financial Analyst - Mitigation & Recovery
Human Resources Data Analyst
ICT Asset Management Analyst
ICT Business Analyst
ICT Client Engineer
ICT Senior Service Desk Technician
Innovation Business Analyst
International Protocol Specialist
Landside Business Analyst
Lead Total Rewards Specialist
Marine Maintenance Facilities Compliance Program Manager
Marine Maintenance Facilities Manager I
Marine Maintenance Fleet Asset Project Manager
Maritime Environmental Contract Specialist
Operational Readiness, Activation & Transition Specialist
Operations Project Development Specialist
Paralegal
PCS Construction Project Manager I
PCS Construction Project Manager I - RMM
PCS Contract Specialist
Port Construction Services Business Systems Analyst
Procurement Officer II
Project Controls Engineer II
Public Disclosure Analyst
Real Estate Development Planning Specialist
Risk Claims Specialist
Senior Building Permit Coordinator
Senior Civil Engineering CAD Specialist
Senior Engineering Design Technician
Signage & Wayfinding - Technical Designer
Signage & Wayfinding Specialist
Signage Specialist - Digital Systems
Strategic Aide
Supervisor, Administrative Professional
Supervisor, AOB Facilities
Supervisor, Aviation Maintenance Procurement & Inventory
Supervisor, Landside Billing
Telecommunications Specialist
Unified Pest Management Program Manager
Waterfront Project Management Contract Specialist
Waterfront Project Management Facilities Project Manager I

59	$111,107 ($53.41)	$120,910 ($58.12)	$150,321 ($72.26)

Air Service Development Analyst
Airline Scheduling Systems Specialist
Assistant to Managing Director, Economic Development
Assistant to Senior Director, Environment & Sustainability
Assistant to Senior Director, Human Resources
Associate Process Improvement Program Manager
Aviation Capital Development Manager II
Aviation Drawing & Data System Specialist
Aviation Facilities & Infrastructure Architect/Engineer II
Aviation Facilities and Infrastructure Fire Alarm Specialist
Aviation Maintenance Duty Baggage Manager
Aviation Maintenance Facilities Services Assistant Manager
Aviation Planner
Aviation Security Compliance Analyst
Building Inspector/Plan Examiner
Capital Development & Planning Senior Specialist
Commission Office Strategic Advisor
Construction Labor Specialist II
Construction Safety Manager I
CPO Database Integration Analyst III
CPO Systems and Data Analyst III
CPO Tech Business Analyst III
Crime Analyst
Cyber Security and Safety Tech Consultant
Database Engineer
Design Engineer/Architect II
Driver Safety Program Manager
Engineering Geographic Information System Data Specialist
Enterprise Resource Planning Administrator
Enterprise Resource Planning Developer/Programmer I
External Relations Digital Producer
External Relations Social Media Program Manager
Financial Reporting & Controls Analyst II
Geographic Information System Analyst
Grant Administrator Waterfront Project Management
Harbor Business Analyst
Human Resources Business Technology Analyst
ICT Senior Infrastructure Operations Technician
ICT Senior Mobility Specialist
ICT Service Technician Lead
Information Security Engineer/Analyst I
Labor Relations Analyst
Learning/Development Consultant
Legal Department Administrator
Linux Server Engineer
Manager, Fire Department Support Services
Marine Maintenance Asset Management Coordinator
Marine Maintenance Business Analyst
Marine Maintenance Regulatory Compliance Coordinator
Marine Maintenance Systems Analyst
Maritime Marketing Program Manager
Mental Health Professional
Network Engineer
Payroll Operations & Systems Analyst
Records Program Manager
Safety Management System Program Manager
Senior Accountant - Accounts Receivable
Senior Accountant - Billing
Senior Accountant - Capital Services
Senior Accountant - Disbursements
Senior Accountant- General Ledger
Senior Civil Engineering Technician
Senior Commission Specialist
Senior Environmental Management Specialist
Senior Grant Accountant - Capital Services
Senior Payroll Analyst
Software Test Engineer
Subsurface Utility Engineering Project Manager
Supervisor, Accounts Payable
Supervisor, Aviation Lease Management and Airlines Statistics
Supervisor, Aviation Security
Supervisor, Aviation Security Administration
Supervisor, Credentialing Center
Supervisor, Credit
Supervisor, Harbor Operations - Fishing
Supervisor, Harbor Operations - Recreational Boating
Supervisor, Marine Maintenance Business Operations
Systems Engineer
Talent Acquisition Senior Recruiter
Talent Connections Program Manager
Tax Analyst
Technical Support Engineer III
Waterfront Project Management Facilities Project Manager II
Windows Server Engineer
Workers' Compensation Adjuster

60	$122,217 ($58.75)	$133,001 ($63.94)	$165,353 ($79.49)

Accounting Business Systems Analyst
AFR Business Technology Consultant
Air Cargo Facilities Manager
Air Cargo Operations Manager
Airline & Passenger Systems Specialist
Airport Dining & Retail Business Operations Manager
Airport Dining & Retail Program Manager
Airport Operations Development Manager - Landside Ops
Assistant Manager, Airport Communications Center
Assistant Manager, Airport Landside Operations
Assistant Manager, Airport Operations Certification
Assistant Manager, Aviation Maintenance - Fleet
Assistant Manager, Aviation Maintenance Distribution Center
AV Communications and Marketing Program Manager
Aviation Commercial Management Project Development Manager
Aviation Facilities & Infrastructure Accessibility Program Manager
Aviation Facilities & Infrastructure Architect/Engineer III
Aviation Facilities & Infrastructure Utility Program Manager
Aviation Maintenance Capital Project Liaison
Aviation Maintenance Facilities Services Program Manager
Aviation Maintenance Senior Business Analyst
Aviation Maintenance Senior Duty Baggage Manager
Aviation Maintenance Senior Systems Analyst
Aviation Maintenance Small Works Proj Manager/Controls Coord
Aviation Parking & Ecommerce Customer Relationship Manager
Aviation Parking & Ecommerce Marketing Manager
Aviation Program Controls Senior Systems Analyst
Aviation Real Estate & Portfolio Manager II
Aviation Security and Safety Program Manager
Aviation Security Capital Project Liaison
Aviation Senior Planner
Biometrics Program Manager
External Relations Maritime Environmental Engagement Program Manager
Field Survey Project Manager
Financial Reporting & Controls Analyst III
Fire Protection Engineer
Geographic Information System Software Engineer
Health & Safety Program Manager
ICT Lead Mobility Specialist
ICT Senior Business Analyst
ICT Senior Client Engineer
Information Security Engineer/Analyst II
Labor Compensation Analyst
Learning & Leadership Program Manager
Manager, AFR Records & Administration
Manager, Airport Building Department
Manager, Aviation & Compliance Training
Manager, Corporate Facilities
Manager, Customer Service Learning & Recognition
Manager, Harbor Customer Service
Manager, Police Records
Manager, Public Disclosure
Manager, Records and Legal Technology
Manager, Safety Management System Assurance
Manager, SEA Customer Experience Programs
Marine Maintenance Facilities Manager II
Maritime Sustainability Government Relations Program Manager
P-card Administrator
PCS Construction Cost Engineer/Scheduler
PCS Construction Project Manager II
PCS Construction Project Manager II - RMM
Police Recruiting Specialist
Procurement Officer III
Project Controls Engineer III

Business Intelligence Analyst III
Business Intelligence Market Research Analyst III
Capital Project Manager II
Certified Occupational Health Nurse
Civil Rights Program Manager LTD
Commission Clerk
Community Investments Program Manager
Construction and Operational Readiness Manager
Construction Inspector III - Major Construction
Construction Labor Priority Hire Program Manager
Construction Management Systems Analyst
Construction Manager II - Major Construction
Construction Safety Manager II
Content Solution and Communication Engineer
CPO Systems and Data Analyst IV
Deputy Executive Chief of Staff
Design Engineer/Architect III
Diversity in Contracting Compliance Specialist
Diversity in Contracting Women-owned and Minority Business Enterprise Advisor
Economic Development Innovation Program Manager
Economic Development Program Manager
Emergency Preparedness Program Mgr - Logistics & Systems
Emergency Preparedness Program Mgr - Policy & Planning
Emergency Preparedness Program Mgr - Training & Exercise
Employee Relations Program Consultant
Engineering Systems and Data Analyst
Engineering Technology Applications Administrator
Equity, Diversity & Inclusion Training and Engagement Program Manager
Executive Assistant to Executive Director
External Relations Aviation Environmental Program Manager
Real Estate Development Associate
Real Estate Manager
Risk Analyst
Safety Management System Risk Manager
Senior BIM Technology Specialist
Senior Business Development Analyst - Aviation
Senior Employee Relations Consultant
Senior Financial Analyst
Senior Financial Analyst - Mitigation & Recovery
Senior HR Business Technology Consultant
Senior Internal Auditor
Senior Investigation Specialist
Senior Labor Relations Analyst
Senior Telecommunication Specialist
Senior Treasury Analyst
Software Development Engineer
Supervisor, Accounting - Capital Services
Supervisor, Landside
Survey Project Manager
Talent Acquisition Lead
Technical Support Engineer IV
Telecommunications Infrastructure Engineer
Total Rewards Analyst
Total Rewards Program Manager
Transportation Access Program Manager
Travel & Expense Analyst
Waterfront Project Management Project Controls Coordinator
Waterfront Project Management Systems/Data Analyst
Wildlife Biologist
Workforce Development Program Manager & Data Analyst

61	$134,438 ($64.63)	$146,301 ($70.33)	$181,888 ($87.44)

Airfield Operations Manager
Assistant Manager, Airport Landside Operations, Employee Parking
Assistant Manager, Aviation Maintenance Mechanical Systems
Assistant Manager, Aviation Security
Aviation Capital Development Manager III
Aviation Operations Technology Manager
Aviation Planning Program Leader
Aviation Principal Planner
Aviation Real Estate & Portfolio Manager III
Capital Development & Planning Program Manager
Capital Project Estimator
Capital Project Manager III
Construction Management Cost Estimator
Construction Manager III - Major Construction
Corporate Budget Manager
CPO Database Integration Analyst IV
CPO Tech Business Analyst IV
Cruise Technical and Systems Operations Manager
Design Production Manager
Environmental Program Manager
External Relations Senior Pgrm Mgr-Aviation Engagement
External Relations Senior Pgrm Mgr-Aviation Env Engagement
External Relations Senior Pgrm Mgr-Maritime Engagement
External Relations Senior Pgrm Mgr-Maritime Env Engagement
External Relations Senior Pgrm Mgr-Maritime Industrial Engage
Human Resources Project Manager
ICT Lead Client Engineer
ICT Mobility Manager
ICT Project Manager
Innovation Program Manager
Internal Audit Program Manager
International Terminal Operations Manager
Manager, 911 Communications
Manager, Accounts Payable
Manager, Air Service Development
Manager, Airport Customer Communications and Experience
Manager, Airport Dining & Retail-Business Dev and Operations
Manager, Art Program
Manager, Aviation Business and Property Assets
Manager, Aviation Conference Center Services
Manager, Aviation Maintenance Facilities Services
Manager, Aviation Parking and Ecommerce Revenue Mgmt
Manager, Creative Services
Manager, Design Quality - Engineering
Manager, Diversity in Contracting Community Engagement & Training Program
Manager, Employee Communications
Manager, Engineering Support Services
Manager, External Relations Events and Engagement
Manager, Harbor Business Development and Services – Ship Canal
Manager, ICT Client Services
Manager, ICT Service Desk
Manager, Infrastructure Operations
Manager, Lease Management and Airlines Statistics
Manager, Marine Maintenance Asset Program
Manager, Marine Maintenance Logistics
Manager, Marine Maintenance Regulatory Compliance Program
Manager, PCS Construction Operations
Manager, Subsurface Utility Engineering
Manager, Workers' Compensation
Maritime Operations Manager
PCS Construction Project Manager III
PCS Construction Project Manager III - RMM
Police Technology Manager
Principal Financial Analyst
Principal Financial Analyst - Mitigation & Recovery
Process Improvement Program Manager
Procurement Officer IV
Senior Content Solution and Communication Engineer
Senior Enterprise Resource Planning Administrator
Senior Information Technology Auditor
Senior Linux Server Engineer
Senior Manager, Airport Facility Services
Senior Manager, Maritime Marketing
Senior Manager, Maritime Security
Senior Media Officer
Senior Network Engineer
Senior Public Safety Technology Consultant
Senior Software Development Engineer
Senior Software Test Engineer
Senior Survey Project Manager
Senior Systems Engineer
Senior Windows Server Engineer
Strategic Business Planning Program Manager
Sustainability Reporting and Communications Program Manager
Terminal Operations Manager
Waterfront Project Management Facilities Project Manager III

62	$147,882 ($71.09)	$160,931 ($77.37)	$200,078 ($96.19)

Assistant Director, Customer Communications
Assistant Director, Customer Engagement
Aviation Capital Development Manager IV
Aviation Facilities & Infrastructure Communication Prog Mgr
Aviation Facilities & Infrastructure Senior Architect/Engineer
Aviation Operations Project Development Manager
Business Technology Consultant
Capital Project Manager IV
Commission Deputy Chief of Staff
Construction Labor Manager
CPO Systems and Data Analyst V
CPO Tech Business Analyst V
Div in Contracting Disadvantaged Business Enterprise Prog Mgr
Enterprise Resource Planning Developer/Programmer II
Environmental Justice Program Manager
External Relations East King Cty Community & Gov't Rel Mgr
ICT Contracts and Compliance Advisor
ICT Partnerships Manager
ICT Project Intake Program Manager
ICT Senior Project Manager
ICT Solutions Architect
Indoor Navigation Program Manager
Information Security Engineer/Analyst III
Information Security Operational Technology and Industrial Control System Specialist
Information Security Resiliency Analyst
Labor Relations Manager
Lead Senior Employee Relations Consultant
Local Government Relations Manager
Manager, Accounting - Accounts Receivable
Manager, Accounting - Billing
Manager, Accounting - Capital Services
Manager, Accounting - General Ledger
Manager, Accounting - Grants
Manager, Air Cargo
Manager, Airline Scheduling Systems
Manager, Airport Communications Center
Manager, Airport Duty Manager Operations
Manager, Airport Landside Operations
Manager, Airport Operations - Certification
Manager, Aviation Maintenance - Field Crew/Civil Infrastructure
Manager, Aviation Maintenance - Fleet
Manager, Aviation Maintenance Asset
Manager, Aviation Maintenance Business Systems
Manager, Aviation Maintenance Capital Project Liaison
Manager, Aviation Maintenance Carpenter, Paint, & Lock Shop
Manager, Aviation Maintenance Logistics
Manager, Aviation Maintenance Mechanical Systems
Manager, Aviation Maintenance Planning & Small Works
Manager, Aviation Planning
Manager, Aviation Program Controls Business Systems
Manager, Aviation Program Controls Cost Estimating
Manager, Aviation Security - Compliance
Manager, Aviation Security - Employee Screening/Physical Security
Manager, Aviation Security Systems and Access
Manager, Business Intelligence Program - Analytics
Manager, Business Intelligence Program - Research
Manager, Construction Safety Services
Manager, Content Services
Manager, Corporate Budget & Systems
Manager, Corporate Finance
Manager, Cruise Operations & Business Development
Manager, Customer Programs & Volunteer Engagement
Manager, Diversity in Contracting Women/Minority Business Enterprise
Manager, Engineering Mapping Services
Manager, Equity, Diversity & Inclusion Policy and Communications
Manager, Equity, Diversity & Inclusion System Change Program
Manager, Finance and Budget
Manager, Financial & Cost Recovery
Manager, Human Resources Data Analytics
Manager, ICT Financial Services
Manager, International Relations and Protocol
Manager, Lease Administration & Utility Management
Manager, Marine Maintenance Programs
Manager, Payroll
Manager, PCS Construction
Manager, PCS Construction RMM
Manager, PCS Cost Estimating
Manager, Process Improvement Program
Manager, Risk Claims
Manager, Seaport Environmental Finance
Manager, Signage and Wayfinding
Manager, Survey Crew
Manager, Talent Acquisition
Manager, Talent Connections
Manager, Talent Development and Diversity
Manager, Terminal Operations Project Development
Manager, Waterfront Cost Estimating
Principal Business Intelligence Analyst
Procurement Officer V
Project Controls Engineer IV
Real Estate Development Manager
Regional Government Relations Manager
Senior AFR Business Technology Consultant
Senior Construction Manager – Major Construction
Senior Database Engineer
Senior Design Engineer/Architect
Senior Fire Protection Engineer
Senior Manager, Content, Marketing and Digital Communication
Senior Organizational Business Partner
Senior Program Manager, Duwamish Valley Engagement
Senior Real Estate Manager
Server Engineering Lead
State Government Relations Manager
Supervisor, Telecommunication Infrastructure Engineer
Tourism Development Manager
Tribal Relations Senior Program Manager
Waterfront Project Management Facilities Project Manager IV
Waterfront Project Management Project Controls Engineer

63	$162,672 ($78.20)	$177,024 ($85.10)	$220,084 ($105.80)

Assistant Director, Aviation Business Development
Assistant Director, Aviation Employee Experience & Learning
Assistant Director, Aviation Parking & Ecommerce Revenue Management
Assistant Director, Aviation Planning
Assistant Director, Labor Relations
Aviation Facilities & Infrastructure Principal Architect/Engineer
Capital Development & Planning Senior Program Manager
Capital Project Manager V
Chief of Maritime Staff
Cyber Risk & Compliance Program Manager
Data Scientist
Enterprise Resource Planning Administrator Lead
Enterprise Resource Planning Developer/Programmer III
ICT Principal Engineer
ICT Program Manager
Information Security Lead Cloud Security Architect
Information Security Technical Lead
Lead Network Engineer
Lead Software Development Engineer
Lead Systems Engineer
Manager, Aviation Capital Programs
Manager, Fire Protection Engineering
Manager, Human Resources Technology
Manager, ICT Business Services
Manager, ICT Project Initiation
Manager, ICT Quality Assurance
Manager, Internal Audit
Manager, Procurement
Manager, Server Engineering
Manager, Strategic Business Planning Initiatives
Manager, Total Rewards
Principal Business Intelligence Data Engineer
Principal Construction Manager - Major Construction
Principal Design Engineer/Architect
Principal Geographic Information System Architect
Project Controls Engineer V
Regional Transportation Senior Manager
Senior Designer (Multi-credential)
Senior Environmental Program Manager
Senior Labor Relations Manager
Senior Manager, Airport Building Department
Senior Manager, Art Program

	Manager, Aviation Maintenance - Electrical and Electronic		Senior Manager, Federal & International Government Relations
	Manager, Aviation Maintenance and Operations		Senior Manager, Operations Readiness & Activation
	Manager, Business Technology		Senior Manager, Survey, Mapping and Utility Locating Services
	Manager, CPO Planning & Analysis		Senior Manager, Workplace Responsibility
	Manager, Financial Reporting & Controls		
64	**$178,939 ($86.02)**	**$194,726 ($93.61)**	**$242,093 ($116.39)**
	Assistant Director, Air Services Development		Construction Program Leader - Major Construction (CPL)
	Assistant Director, Airline Affairs & Aviation Properties		Design Program Manager - Engineering
	Assistant Director, Airport Dining & Retail		Director, External Relations Capital Project Delivery
	Assistant Director, Airport Operations - Business Unit		Director, Workforce Development
	Assistant Director, Airport Operations Risk & Safety		Manager, Aviation Facilities & Infrastructure Discipline
	Assistant Director, Aviation Finance and Budget		Manager, Aviation Program Controls
	Assistant Director, Aviation Maintenance		Manager, Database Engineering
	Assistant Director, Aviation Maintenance Assets & Logistics		Manager, Enterprise Geographic Information System
	Assistant Director, Aviation Maintenance Facilities Services		Manager, Enterprise Resource Planning
	Assistant Director, Capital Services and Financial Systems		Manager, ICT Project Management
	Assistant Director, Central Procurement Office		Manager, Information Security Resiliency
	Assistant Director, CPO Strategic Partnerships & Analytics		Manager, Network Engineering
	Assistant Director, Credentialing and Access		Manager, Software Development
	Assistant Director, Disbursements Administration		Manager, Systems Engineering
	Assistant Director, Emergency Preparedness		Manager, Waterfront Project Management Program Controls
	Assistant Director, General Accounting		Program Leader, Waterfront Project Management
	Assistant Director, Information Security		Senior Manager, Fishing Vessel Services
	Assistant Director, PCS Business Operations		Senior Manager, Marine Maintenance
	Assistant Director, PCS Construction Operations		Senior Manager, Marine Maintenance Business Operations, Systems & Logistics
	Assistant Director, Revenues Administration		Senior Manager, Marine Maintenance Fleet & Facilities
	Assistant Director, Security Operations		Senior Manager, Maritime Operations
	Assistant Director, Security Strategy & Intelligence		Senior Manager, Recreational Boating
	Capital Program Leader		Senior Manager, Seaport Environmental Finance
	Chief of Aviation Staff		Senior Manager, Seaport Finance & Budget
65	**$196,832 ($94.63)**	**$214,199 ($102.98)**	**$266,301 ($128.02)**
	Assistant Director, Aviation Capital Programs		Director, Corporate Budget
	Assistant Director, Aviation Facilities & Infrastructure		Director, Corporate Finance
	Assistant Director, Aviation Program Controls		Director, Real Estate Development
	Assistant Director, Aviation Project Management Group		Director, Risk Management
	Assistant Director, Engineering Construction Management		Director, Small Business Development
	Assistant Director, Treasury		Director, Tourism Development
	Assistant Director, Waterfront Capital Development & Planning		Senior Manager, Design Services
	Assistant Director, Waterfront Program Controls		Senior Manager, Design Technology
	Assistant Director, Waterfront Project Management Group		Senior Manager, Environmental Programs
	Director, Aviation Innovation		Senior Port Counsel
66	**$216,516 ($104.09)**	**$235,620 ($113.27)**	**$292,933 ($140.83)**
	*Chief of Staff, Commission Services		Director, External Relations Communications & Marketing
	Director, Accounting & Financial Reporting		Director, External Relations Community Engagement
	Director, Aviation Business & Properties		Director, Human Resources - Health & Safety
	Director, Aviation Commercial Management		Director, Human Resources - Organizational Effectiveness
	Director, Aviation Facilities & Capital Programs		Director, Human Resources - Talent Management
	Director, Aviation Finance & Budget		Director, Human Resources, EEO & Professional Standards
	Director, Business Intelligence		Director, ICT Infrastructure Services
	Director, Central Procurement Office		Director, ICT Technology Delivery
	Director, Customer Experience & Brand Strategy		Director, Information Security/Chief Information Security Officer
	Director, Customer Experience Initiatives		Director, Marine Maintenance
	Director, Engineering - Construction Management		Director, Port Construction Services
	Director, Engineering - Design, Quality and BIM		Director, Seaport Finance & Budget
	Director, Engineering Department Operations		
67	**$238,166 ($114.50)**	**$259,181 ($124.60)**	**$322,225 ($154.91)**
	Chief Engineer		Director, Cruise Business and Elliott Bay Operations
	Deputy Chief Financial Officer		Director, Government Relations
	Director, Airport Operations		Director, Human Resources - Total Rewards
	Director, Aviation Capital Portfolio		Director, ICT Product Engineering
	Director, Aviation Environment & Sustainability		Director, Maritime Environment & Sustainability
	Director, Aviation Maintenance		Director, Real Estate Asset Management
	Director, Aviation Project Management Group		Director, Waterfront Project Management Group
	Director, Aviation Security and Emergency Preparedness		
68	**$261,983 ($125.95)**	**$285,099 ($137.06)**	**$354,448 ($170.40)**
	Aviation Chief Development Officer		Chief Information Officer
	Aviation Chief Operating Officer		Chief Operating Officer, Maritime
	Aviation Chief Revenue & Business Officer		Deputy General Counsel
	Chief Development Officer, Maritime		
69	**$288,182 ($138.54)**	**$313,610 ($150.77)**	**$389,893 ($187.44)**

70	**$317,000 ($152.40)**	**$344,971 ($165.85)**	**$428,882 ($206.19)**

SCHEDULE OF EXECUTIVE LEADERSHIP JOBS			
Grade	**Minimum**	**Market Reference Point**	**Maximum**
101	**$207,588 ($99.80)**	**$225,751 ($108.53)**	**$280,243 ($134.73)**
102	**$228,345 ($109.78)**	**$248,327 ($119.38)**	**$308,268 ($148.20)**
	*Director, Internal Audit		*Executive Chief of Staff
103	**$251,181 ($120.76)**	**$273,160 ($131.32)**	**$339,094 ($163.02)**
	*Managing Director, Economic Development		*Senior Director, Labor Relations
	*Senior Director, Equity Diversity & Inclusion		
104	**$276,300 ($132.83)**	**$300,474 ($144.45)**	**$373,004 ($179.32)**
	*Chief Financial Officer		*Senior Director, Environment & Sustainability
	*General Counsel/Chief Compliance Officer		*Senior Director, External Relations
	*Managing Director, Maritime		*Senior Director, Human Resources
105	**$303,929 ($146.11)**	**$330,523 ($158.90)**	**$410,304 ($197.26)**
	*Managing Director, Aviation		
106	**$334,321 ($160.73)**	**$363,574 ($174.79)**	**$451,335 ($216.98)**
	*Deputy Executive Director		
107	**$367,754 ($176.80)**	**$399,932 ($192.27)**	**$496,467 ($238.68)**

NON-EVALUATED JOBS			
Grade	**Minimum**	**Midpoint**	**Maximum**
201	**$46,051 ($22.14)**	**$46,051 ($22.14)**	**$46,051 ($22.14)**
	High School Intern		
202	**$48,131 ($23.14)**	**$55,931 ($26.89)**	**$63,731 ($30.64)**
	College Intern		
203	**$64,771 ($31.14)**	**$66,851 ($32.14)**	**$68,931 ($33.14)**
	Graduate Intern		
401	**$235,172 ($113.06)**	**$263,210 ($126.54)**	**$291,248 ($140.02)**
	Assistant Fire Chief - Administration		Deputy Police Chief
	Assistant Fire Chief - Operations		
402	**$258,690 ($124.37)**	**$289,531 ($139.19)**	**$320,373 ($154.02)**
	Fire Chief		*Police Chief

* At will positions

**The hourly rates presented here represents only two-digits following the decimal point. In the Port's human resources information system, the hourly rates are up to six-digits following the decimal point.

2026 GRADED SALARY STRUCTURE

Item: 10b attach 4
Meeting: November 17, 2026

2026 Non-Represented Graded Salary Structure

Grade	Hourly			Annual		
	Minimum	Market Reference Point	Maximum	Minimum	Market Reference Point	Maximum
50	$21.95	$23.89	$29.70	$45,672	$49,702	$61,792
51	$24.15	$26.28	$32.67	$50,240	$54,673	$67,971
52	$26.56	$28.91	$35.94	$55,263	$60,141	$74,768
53	$29.22	$31.80	$39.54	$60,790	$66,154	$82,246
54	$32.14	$34.98	$43.49	$66,869	$72,769	$90,469
55	$35.36	$38.48	$47.84	$73,556	$80,046	$99,516
56	$38.89	$42.33	$52.62	$80,911	$88,050	$109,468
57	$42.78	$46.56	$57.89	$89,002	$96,855	$120,415
58	$47.06	$51.22	$63.68	$97,902	$106,541	$132,455
59	$51.77	$56.34	$70.04	$107,693	$117,195	$145,702
60	$56.95	$61.97	$77.05	$118,462	$128,914	$160,272
61	$62.64	$68.17	$84.75	$130,307	$141,806	$176,299
62	$68.91	$74.99	$93.23	$143,338	$155,986	$193,930
63	$75.80	$82.49	$102.55	$157,674	$171,585	$213,322
64	$83.38	$90.74	$112.81	$173,441	$188,743	$234,654
65	$91.72	$99.81	$124.09	$190,784	$207,618	$258,119
66	$100.89	$109.79	$136.50	$209,863	$228,380	$283,932
67	$110.98	$120.77	$150.15	$230,848	$251,217	$312,324
68	$122.08	$132.85	$165.17	$253,933	$276,339	$343,557
69	$134.29	$146.14	$181.68	$279,327	$303,974	$377,913
70	$147.72	$160.75	$199.85	$307,260	$334,371	$415,704

2026 Executive Leadership Graded Salary Structure

Grade	Hourly			Annual		
	Minimum	Market Reference Point	Maximum	Minimum	Market Reference Point	Maximum
101	$96.73	$105.19	$130.59	$201,210	$218,815	$271,632
102	$106.40	$115.71	$143.65	$221,329	$240,697	$298,796
103	$117.04	$127.29	$158.01	$243,463	$264,767	$328,675
104	$128.75	$140.02	$173.81	$267,810	$291,242	$361,543
105	$141.62	$154.02	$191.20	$294,590	$320,367	$397,697
106	$155.79	$169.42	$210.32	$324,049	$352,403	$437,467
107	$171.37	$186.36	$231.35	$356,454	$387,644	$481,213

*The hourly rates presented here represents only two-digits following the decimal point. In the Port's human resources information system, the hourly rates are up to six-digits following the decimal point

Item No. 10b_supp
Meeting Date: November 17, 2026

PORT OF SEATTLE
RESOLUTION NO. 3858

A RESOLUTION of the Port of Seattle Commission amending policy directive for salaries and benefits for employees not covered by a collective bargaining agreement established by Resolution No. 3841 and providing an effective date for all amendments as of January 1, 2027.

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WHEREAS, the Port of Seattle Commission has authority pursuant to RCW 53.08.170 to create and fill positions, fix wages, salaries, and establish other benefits of employment including retirement, health insurance and similar benefits; and

WHEREAS, the Port of Seattle Commission is the legally constituted governing body of the Port of Seattle; and

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

SECTION 1. Amendment of Policy Directive. The policy directive established by Resolution No. 3739 adopted November 28, 2017, establishing jobs, pay grades, pay ranges, and pay practices for employees not covered by a collective bargaining agreement and authorizing legally required and other benefits, is hereby amended as follows:

SECTION 2-5. The amendments provided in this resolution shall be effective starting January 1, 2027.

SECTION 2. Adjust the definition "Intern" to mean a temporary employee who is hired in accordance with the Talent Connect Program Guidelines, and is performing duties in accordance with the individual's professional development pathway.

SECTION 5.1.C. The Non-Represented Employee Graded Salary Range Structure and the Executive Leadership Graded Salary Range Structure will be replaced to show a 3.17% increase to the range structures to maintain market competitive pay for each range.

SECTION 5.1.F.(2) Added Shift Differential as Hourly, non-exempt employees in eligible positions scheduled to work shifts designated as Swing or Graveyard may be eligible to receive shift pay.

SECTION 5.1.F.(6) Modified as Multilingual Pay which is additional compensation provided to employees who provide language access services to Port customers while performing their standard job duties.

SECTION 5.1.G(2). Addition of Port Pathways Intern as non-assessed job.

SECTION 5.3.G. Technical edit to include the established Voluntary Employee Beneficiary Association (VEBA) trust program for eligible retirees.

SECTION 2-5. Technical edits to clarify a point, remove redundancy, or otherwise make the information clearer and easier to read.

ADOPTED by the Port of Seattle Commission at a duly noticed public meeting thereof, held this 23th day of November 2026, and duly authenticated in open session by the signatures of the commissioners voting in favor thereof and the seal of the commission.

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Port of Seattle Commission

Port of Seattle Commission
Policy Directive

Salaries and Benefits for Employees Not Covered by a Collective Bargaining Agreement

As Amended
November ~~18~~23, ~~2025~~2026

Document last updated November ~~18~~23, ~~2025~~2026, and Effective January 1, ~~2026~~2027

Section 1. Purpose 5
Section 2. Definitions 5
Section 3. Scope and Applicability 7
Section 4. Responsibilities 8
Section 5.1. Policy Establishing Jobs, Pay Grades, Graded Salary Range Structure, Pay Practices and Pay Types 8
A. Reporting requirements for certain positions. 8
(1) General Counsel 8
(2) External Relations Senior Director 8
(3) Internal Audit Director 9
(4) Commission Chief of Staff 9
B. Filling Vacant Positions and Transferring Positions and/or Employees. 9
C. Graded Salary Range Structure 10
D. Job Assessment Process. 11
E. Pay Practices. 11
(1) Pay Considerations 11
(2) Payroll 12
(3) Initial Pay Rates 12
F. Pay Types 12
(1) Overtime 12
(2) Stand-by Pay 12
(3) Cost of Living Adjustment (COLA) 12
(4) Cost of Living Adjustment Plus (COLA Plus) 12
(5) Multilingual Premium 12
(6) Emergency Pay 12
(7) Other Pay Adjustments 13
(8) Special Pay Adjustments 13
(9) Provisional Pay 13
(10) Pay for Performance 13
(a) Base Pay Component 13
(11) Pay for Executive Director 13
G. Pay Rates and Pay Ranges for Non-Assessed Jobs. 14
(1) High School, College, and Graduate Intern Positions 14

(2) Veteran Fellows Positions 14
(3) Executive Director 14
H. Amending Authorized Jobs, Pay Grades, and Pay Ranges 14
Section 5.2. Policy Regarding Benefit Programs Offered to Employees 14
A. Competitive Benefit Package 14
B. Mandated Benefits 14
(1) Social Security (FICA) Insurance 14
(2) Industrial Insurance/Workers Compensation Coverage 14
(3) Unemployment Compensation 14
(4) Military Leave 14
(5) Faith and Conscience Days 15
(6) Pregnancy Disability Leave 15
(7) Family and Medical Leave Act (FMLA) of 1993 15
(8) The Family Care Act (FCA) of 2002 15
(9) State Mandated, Long-Term Care Insurance Program, the Long-Term Service and Supports Trust Act (LTSS) 15
(10) Washington State Paid Sick Leave 15
C. Additional Benefits for Employees 15
(1) Paid Leave 15
(2) Retirement 17
(3) Healthcare 17
(4) Benefits Savings Accounts 18
(5) Life and Disability Insurance 18
(6) Flexible Work Arrangements 18
(7) Relocation 18
D. *Repealed* 18
E. Benefits for the Executive Director 18
Section 5.3. Policy Regarding Benefits Offered to Port of Seattle Retirees 18
A. Benefits for Qualified Retirees 18
B. Repealed (Res. 3752) 19
C. Repealed (Res. 3752) 19
D. Retiree Life Insurance 19
E. Retiree Parking 19

F. Authorization to Amend Benefits Offered to Port of Seattle Retirees 19
G. Authorization to Establish VEBA 19

Section 5.4. Policy Regarding Benefits Offered to Port of Seattle Commissioners 19
A. Benefits for Port Commissioners 19
B. Healthcare 19
(1) Medical and Pharmacy Benefits for Commissioners 19
(2) Vision Benefits for Commissioners 19
(3) Dental Benefits for Commissioners 20
(4) Healthcare Premiums 20
C. Life Insurance 20
D. Right to Modify or Terminate Coverage 21
Section 5.5. Policy Regarding Special Programs and Commission Notification 21

SECTION 1. Purpose.

The Port of Seattle Commission has authority pursuant to RCW 53.08.170 to create and fill positions, fix wages, salaries, and establish other benefits of employment including retirement, insurance, and similar benefits. The intent of this policy directive is to administer pay and benefits in accordance with state and federal law. *(Res. 3739, §7, 2017)*

SECTION 2. Definitions.

Except as otherwise provided, the following definitions apply to this policy directive:

"At-will" means a designation given to some non-represented jobs or positions at the port where the employment relationship may be terminated by the port or employee at any time and for any or no reason. Employees hired as at-will are not subject to progressive discipline.

"Commissioner" means an individual who is elected to the office of Port of Seattle Commissioner and is eligible for benefits as provided in the relevant provisions of Section 5.4. This definition includes a Commissioner who may be appointed mid-term due to an unanticipated vacancy.

"Cost of Living Adjustments 'COLA'" means an increase to an employee's compensation based on changes to the Consumer Price Index as defined in the Total Rewards Program Guide.

"DRS-retired employee" means an employee who is receiving a pension from any retirement plan administered by the State of Washington Department of Retirement Systems (DRS). Refer to the DRS web site or brochures for specific information about any limitations on working after retirement.

"Emergency hire employee" means an employee hired without a competitive hiring process whose initial employment term is limited to three months and whose emergency hire status may be extended for no more than two additional months.

"Employee" means an individual who performs personal services for the port and receives a paycheck from the port payroll system with employment taxes withheld. Employees of temporary agencies or independent contractors are not employees.

"Employment Date/Date of Hire" means the first day an employee comes to work and receives pay for time worked.

"Executive Director" means an employee who is appointed by the Commission and who is subject to the terms and conditions of this policy directive. In the event of any conflicting or inconsistent terms and conditions between this policy directive and the employment agreement, the employment agreement will prevail. This includes any terms, conditions, adjustments to pay, pay range, or benefits for the Executive Director adopted in open session by the Port of Seattle Commission.

"For cause" means a designation given to most non-represented Port of Seattle jobs and positions where the employment relationship can be terminated by the port for reasons that conform to previously defined standards of unacceptable conduct or performance.

"Full-time employee" means an employee who is regularly scheduled to work 80 hours per bi-weekly pay period.

"Hourly employee" means an employee working in a non-exempt job, one that is eligible for overtime per the provisions of the Fair Labor Standards Act (FLSA) and the Washington Minimum Wage Act (WMWA).

"Intern" means a temporary employee who is hired in accordance with the ~~Intern~~ Talent Connections Program Guidelines, ~~is considered a student per the program guidelines~~ and is performing duties in accordance with the ~~student's course of study~~individual's professional development pathway.

"Limited duration employee" means an employee who is hired for more than 90 days in a job with a planned end date.

"Non-represented employee" means a salaried or hourly employee not represented by a labor union.

"On-call employee" means an employee who does not have a regular work schedule and whose work hours can vary from week to week indefinitely.

"Part-time employee" means an employee who is regularly scheduled to work less than 80 hours per bi-weekly pay period.

"Pay equity" means compensating employees similarly when they perform similar work, and that pay differences between employees performing similar work can be explained by bona fide job-related factors that are consistent with business necessity.

"Pay rate" means an employee's hourly pay rate as specified in the compensation rate field contained in HCM, the port's HRIS system.

"Probationary Employee" means a newly hired or rehired employee who has not yet successfully completed their probationary period and is expected to establish a consistent, acceptable level of performance and behavior that is sufficient to retain their employment. If hired into a regular position, temporary employees (Veteran Fellows, Interns, Emergency Hires) are subject to a probationary period starting at the time of hire into the regular position.

"Probationary period" means an extension of the hiring process, 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 unless the employee is selected for a new position before completing their

probationary period. In this case, the employee's probationary period will restart beginning with the date of transfer through the end of the sixth month of employment in the new position.

"Project-related temporary assignment" means an assignment for a full-time or part-time employee that is generally expected to last no longer than four years. Extensions to these types of assignments are only allowed in special circumstances with approval from Human Resources management.

"Regular employee" means an employee hired to perform a job without a specified end date.

"Salaried employee" means an employee working in an exempt job, one that is not eligible for overtime per the provisions of the Fair Labor Standards Act (FLSA) and the Washington Minimum Wage Act (WMWA).

"Seasonal Employee" means an employee hired to perform a job that exists on a seasonal basis where the season begins and ends at approximately the same time each year and lasts 9 months or less. Seasonal employees initially hired into a seasonal job through a competitive hire process may return to work subsequent seasons without being hired through a subsequent competitive hire process.

"Similar Work Experience ~~Employee~~" means the performance of the job requires similar skill, effort, and level of responsibility, and the jobs are performed under similar working conditions.

"Temporary assignment" means an assignment for a full-time or part-time employee that is generally expected to last no longer than six months. A temporary assignment may only be extended with the approval of Human Resources management.

"Temporary employee" means an employee hired to perform a job with a specified end date.

"Veteran fellow" means an employee who is hired and receives pay and benefits in accordance with the Veteran Fellowship Program.

(Res. 3841, 2026, Res. 3831, 2024, Res. 3823(AM), 2024, Res. 3807, §2, 2022, Res. 3795, §2, 2021, Res. 3790, §2, 2021; Res. 3781; Res. 3765, §1, 2019; Res. 3752, §1, 2018; Res. 3739, §1, 2017)

SECTION 3. Scope and Applicability.

A. This policy directive pertains to port employees not represented by a labor union. The Port of Seattle retains the right to modify or terminate any benefits and/or modify the cost charged to employees or dependents for benefits coverage at any time, for any reason. *(Res. 3765, §1, 2019; Res. 3739, 2017)*

B. The Port of Seattle reserves the right to amend or terminate any employee welfare benefit plan and/or pay practice. *(Res. 3739, §7, 2017)*

SECTION 4. Responsibilities.

A. The Executive Director is authorized to take necessary action to make effective all terms, provisions, and conditions contained within this policy directive. Should any part of this policy directive require a change to pay or benefit administration practices by reason of any existing or subsequently enacted local, state, or federal legislation, such change(s) will be incorporated without the need for Commission action. *(Res. 3739, §7, 2017)*

B. All policies related to the Salary and Benefits Policy Directive are subject to approval by the Executive Director. *(Res. 3765, §1, 2019; Res. 3739, §3, 2017)*

SECTION 5.1. Policy Establishing Jobs, Pay Grades, Graded Salary Range Structure, and Pay Practices and Pay Types.

A. Reporting requirements for certain positions.

(1) General Counsel. The General Counsel will have a dual direct reporting relationship with the Executive Director and the Commission by way of the Commission President. The Executive Director will have, in consultation with the Commission, responsibility for review and approval of performance expectations for the General Counsel and legal department staff. Legal department staff will report to the General Counsel.

(2) External Relations Senior Director. The External Relations Senior Director will report jointly to the Commission President and the Executive Director. The Commission President and the Executive Director will have responsibility for review and joint approval of performance expectations for the External Relations Senior Director and External Relations Department staff and will each provide direct input for the External Relations Senior Director performance review. Decisions regarding hiring, firing, or re-positioning the External Relations Senior Director will receive concurrence from the Commission President and the Executive Director. External Relations will have direct accountability to both the Commission and the Executive Director's office and will independently execute judgment on external affairs strategies based on ethical and professional support of overall port objectives and the port's role as a public agency. External Relations department staff will report to the External Relations Senior Director.

(3) Internal Audit Director. The Commission, through the Audit Committee, oversees the internal audit function. The Internal Audit Director reports functionally to the Commission, delegated to the Audit Committee, and administratively to the Executive Director. The Audit Committee is charged with making recommendations to the Commission on the appointment, replacement, or dismissal of the Internal Audit Director; provides input to the Executive Director

on the Internal Audit Director's performance evaluation; oversees the Internal Audit Director's plans and activities; and reviews with the Internal Audit Director the staffing and organizational structure of the internal audit function. The Internal Audit Director will have direct accountability to both the Commission (through the Audit Committee) and the Executive Director and will independently execute judgment on internal audit affairs based on the scope of the audit function. The internal audit department staff will report to the Internal Audit Director.

(4) Commission Chief of Staff. The Commission Chief of Staff is appointed by the Commission pursuant to an employment agreement. The Commission Chief of Staff is subject to the terms and conditions of this policy directive. In the event of any conflicting or inconsistent terms and conditions between this policy directive and the employment agreement, the employment agreement will prevail.

(Res. 3807, §5, 2022, Res. 3795, §5, 2021; Res. 3781; Res. 3752, §1, 2018; Res. 3739, §2, 2017)

B. Filling Vacant Positions and Transferring Positions and/or Employees. The Executive Director is hereby authorized to:

(1) Recruit and fill authorized positions (except that of Executive Director) up to the fulltime-equivalent number of positions authorized;

(2) Set salaries within pay ranges established below;

(3) Transfer positions and/or employees from one work unit to another and to reorganize functions to promote organizational effectiveness;

(4) Approve non-competitive placements in select circumstances;

(5) Establish additional positions, provided that funding is available in the Commission approved budget; and

(6) Establish an additional position on a temporary basis when an employee has given notice of termination or retirement in order to provide overlap and effective business continuity.

(Res. 3739, §2, 2017)

C. Graded Salary Range Structures. All non-represented jobs shall be assessed and assigned a pay grade according to their essential responsibilities, minimum qualifications, and other factors as explained in subsection (D). Each job will have a pay range that corresponds to its pay grade.

The following pay grades and pay ranges for non-represented jobs at the Port of Seattle are hereby established:

~~NON-REPRESENTED EMPLOYEE GRADED SALARY RANGE STRUCTURE~~
~~(Effective January 1, 20276)~~

Proposed 2027~~6~~ Non-Represented Graded Salary Range Structure

Grade	Hourly	Annual

	Minimum	Market Reference Point	Maximum	Minimum	Market Reference Point	Maximum
50	$22.65	$24.65	$30.64	$47,120	$51,278	$63,751
51	$24.91	$27.11	$33.71	$51,833	$56,406	$70,126
52	$27.41	$29.83	$37.08	$57,015	$62,047	$77,138
53	$30.15	$32.81	$40.79	$62,717	$68,251	$84,853
54	$33.16	$36.09	$44.87	$68,989	$75,076	$93,337
55	$36.48	$39.70	$49.36	$75,888	$82,583	$102,671
56	$40.13	$43.67	$54.29	$83,476	$90,841	$112,938
57	$44.14	$48.04	$59.72	$91,823	$99,925	$124,232
58	$48.56	$52.84	$65.69	$101,005	$109,918	$136,654
59	$53.41	$58.12	$72.26	$111,107	$120,910	$150,321
60	$58.75	$63.94	$79.49	$122,217	$133,001	$165,353
61	$64.63	$70.33	$87.44	$134,438	$146,301	$181,888
62	$71.09	$77.37	$96.19	$147,882	$160,931	$200,078
63	$78.20	$85.10	$105.80	$162,672	$177,024	$220,084
64	$86.02	$93.61	$116.39	$178,939	$194,726	$242,093
65	$94.63	$102.98	$128.02	$196,832	$214,199	$266,301
66	$104.09	$113.27	$140.83	$216,516	$235,620	$292,933
67	$114.50	$124.60	$154.91	$238,166	$259,181	$322,225
68	$125.95	$137.06	$170.40	$261,983	$285,099	$354,448
69	$138.54	$150.77	$187.44	$288,182	$313,610	$389,893
70	$152.40	$165.85	$206.19	$317,000	$344,971	$428,882

*The hourly rates presented here represent only two-digits following the decimal point. In the Port's human resources information system, the hourly rates are up to six-digits following the decimal point.

EXECUTIVE LEADERSHIP GRADED SALARY RANGE STRUCTURE
Effective January 1, 2027~~6~~)

Proposed 2027~~6~~ Executive Leadership Graded Salary Range Structure

	Hourly			Annual		
Grade	Minimum	Market Reference Point	Maximum	Minimum	Market Reference Point	Maximum
101	$99.80	$108.53	$134.73	$207,588	$225,751	$280,243
102	$109.78	$119.38	$148.20	$228,345	$248,327	$308,268
103	$120.76	$131.32	$163.02	$251,181	$273,160	$339,094
104	$132.83	$144.45	$179.32	$276,300	$300,474	$373,004
105	$146.11	$158.90	$197.26	$303,929	$330,523	$410,304
106	$160.73	$174.79	$216.98	$334,321	$363,574	$451,335
107	$176.80	$192.27	$238.68	$367,754	$399,932	$496,467

*The hourly rates presented here represent only two-digits following the decimal point. In the Port's human resources information system, the hourly rates are up to six-digits following the decimal point.

(Res. 3841, 2026, Res. 3831, 2024, Res. 3823(AM), Res. 3807, §5, 2022, Res. 3795, §5, 2021; Res. 3781; Res. 3765, §1, 2019; Res. 3752, §1, 2018; *Res. 3739, §2, 2017)*

D. Job Assessment Process. It is the policy of the Commission to pay port employees based on the port's Total Rewards philosophy. It is also the policy of the Commission to establish a job assessment process that assesses jobs based on essential responsibilities and minimum qualifications, such as knowledge and skills, among other characteristics, of each job. Jobs shall be assessed on an on-going basis and administered by Human Resources management under the direction of the Executive Director. The results of the job assessment process shall be considered in determining the appropriate pay grade for each job as well as the appropriate exempt or non-exempt status of each job according to the criteria of the Federal Fair Labor Standards Act (FLSA). The Senior Director of Human Resources, under the supervision of the Executive Director, shall have the final approval authority for all job assessment outcomes and title changes except for jobs in the Human Resources department and that of the Executive Director. Job assessment outcomes and title changes for jobs in the Human Resources department will be approved by the Executive Director. This authority shall include re-assessment of existing jobs and establishment and assessment of new jobs. *(Res. 3823(AM), Res. 3765, §1, 2019; Res. 3739, §2, 2017)*

E. Pay Practices.

(1) Pay Considerations. An employee's work schedule shall consist of their normal daily and weekly work schedule during a two-week pay period. A full-time employee's work schedule is 80 hours each bi-weekly pay period. Full-time employees work between 8 and 10 hours each day and salaried, exempt, employees are expected to work the hours necessary to complete assigned work.

(2) Payroll. Employees shall be paid bi-weekly, typically on Friday. The port's payroll week shall begin Sunday at 12:01 a.m. and end Saturday at midnight. Employees are required to complete a direct deposit authorization form upon hire and to keep such information current so that electronic paycheck deposits can be made automatically to the employee's designated financial institution. The port shall have the right and obligation per the Washington State Constitution Article VIII, Section 7, to recover any amounts paid in error.

(3) Initial Pay Rates. Pay rates for newly hired employee will be within the pay ranges set forth in the above graded Salary Range Structure. A newly hired employee's placement within the pay grade will be based on similar experience they bring the port. (*Res. 3823(AM))*

F. Pay Types.

(1) Overtime. Full-time and part-time hourly employees, those whose jobs are classified as non-exempt, shall receive overtime pay in accordance with prevailing state and federal laws.

~~(1)~~(2) Shift Differential. Hourly, non-exempt employees in eligible positions scheduled to work shifts designated as Swing or Graveyard may be eligible to receive shift pay.

(~~2~~3) Stand-by Pay. Hourly, non-exempt, employees who are required to be available during non-work hours to resolve problems or otherwise perform work during non-work hours may be eligible for stand-by pay.

(~~3~~4) Cost of Living Adjustment (COLA). The port may provide a compensation increase for regular, non-temporary, non-represented employees based on changes to the Consumer Price Index.

(~~4~~5) Cost of Living Adjustment Plus (COLA Plus). The port may provide a compensation increase to certain employees with lower pay rates in addition to the COLA increases they may receive as defined in the Total Rewards Program Guide.

(~~5~~6) Multilingual ~~Premium~~Pay. Multilingual pay is additional compensation provided to employees who provide language access services to Port customers while performing their standard job duties. ~~The port may provide a multilingual pay premium to employees with proven proficiency in another language for language services to the port at the port's request.~~

(~~6~~7) Emergency Pay. In the event of an emergency (e.g. a major snow event, an earthquake, a significant power outage, etc.) that has an adverse impact on port operations, employees working in exempt jobs who are not eligible for overtime and are required to work more than their normal work schedule may be eligible for Emergency Pay.

(~~7~~8) Other Pay Adjustments. Other pay adjustments including, but not limited to, promotional increases and temporary assignment adjustments may be awarded to employees consistent with the Port Policy HR-21.

(~~8~~9) Special Pay Adjustments. The Executive Director, or Human Resources management under the supervision of the Executive Director, may approve special pay adjustments for reasons deemed appropriate. Special adjustments provide flexibility in ensuring appropriate compensation in unusual situations and circumstances that are not otherwise addressed by port pay administration policies or procedures.

(~~9~~10) Provisional Pay. When unique circumstances (as determined by the Executive Director) result in a subset of port employees incurring an additional cost or liability that is associated with their assigned in-person work location, the port (at the Executive Director's discretion) may provide to that affected subset of port employees additional compensation in the form of a one-time lump sum payment or multiple periodic payments to minimize (but not necessarily completely offset) such additional cost or liability for the then-current calendar year, provided that such amounts are within the approved budget.

(1~~0~~) Pay for Performance. The Pay for Performance program is comprised of the two components, a base pay increase component and an incentive pay plan component. The incentive pay plan may be addressed in a separate resolution.

(a) Base Pay Component. This component permits eligible non-represented employees to earn increases to their compensation that are based on performance ratings earned during the previous performance review period. The amount of the base pay increases shall be approved by the Commission as part of the port budget process and administered according to a plan approved by the Executive Director and implemented by Human Resources management.

1. Consistent with the general delegation of authority, the Commission shall provide input to the executive director regarding performance of those employees that report directly to the executive director for the executive director's benefit in rating the performance of the executive director's direct reports. Such input shall be provided in executive session no later than the last Commission meeting in January.

(12~~1~~) Pay for the Executive Director. Pay and performance evaluation for the executive director shall be approved by the Commission in public session. The Commission shall have discretion in determining pay of the executive director.

(Res. 3820, §9, 2024, Res. 3807, §5, 2022, Res. 3765, §1, 2019; Res. 3739, §2, 2017)

G. Pay Rates and Pay Ranges for Non-Assessed Jobs. Pay rates, pay ranges, and a provision for a special allowance for non-assessed jobs shall be as follows:

(1) High School, College, and Graduate Intern Positions. Pay rates and employment conditions for students employed under provisions of the Port of Seattle Intern Program shall be determined by human resources staff based upon state or local minimum wage regulations.

(2) Veteran Fellows & Port Pathway Intern Positions. Veteran fellowship and Port Pathway jobs are not assessed, and ranges shall be determined by human resources staff to facilitate appropriate pay administration based on the work performed and in accordance with the ~~Veteran Fellowship~~Talent Connections Program guidelines.

(3) Public Safety Management Positions. Human resources staff will establish pay grades and rates for non-represented Police and Fire positions, ensuring alignment with job scope and mitigating wage compression among supervisory relationships.

(4) Executive Director. This job is not assessed, and no pay range is established. The executive director's pay is established by the Port Commission.

(Res. 3841, 2026, Res. 3823(AM), Res. 3739, §2, 2017)

H. Amending Authorized Jobs, Pay Grades, and Pay Ranges. Pay ranges may be amended by ordinary motion approved by the Commission at any regular or special meeting when the changes are the result of provisions contained in this policy directive. Exhibit A may be amended by human resources management when the changes are the result of provisions contained in this policy directive (e.g., on-going job assessments or technical errors). *(Res. 3739, §2, 2017)*

SECTION 5.2. Policy Regarding Benefit Programs Offered to Employees.

A. The Port Commission supports providing a competitive benefit package for employees and their families that assists the port in retaining and attracting employees with the skills and abilities essential to carry out the port's work. As such, the Commission authorizes the following benefits programs. *(Res. 3739, §3, 2017)*

B. Mandated Benefits. The port will make benefits required by federal, state, or local laws available to employees and ensure they are administered consistent with the governing laws. These benefits include, but are not limited to, the following:

(1) Social Security (FICA) insurance

(2) Industrial insurance/Workers Compensation coverage

(3) Unemployment compensation

(4) Military leave (based on both federal and state requirements)

(5) Faith and Conscience Days

(6) Pregnancy disability leave.

(7) Family and Medical Leave Act (FMLA) of 1993

(8) The Family Care Act (FCA) of 2002

(9) State mandated, Long Term Care insurance program, the Long-Term Service and Supports Trust Act (LTSS)

(10) Washington State Paid Sick Leave

(Res. 3807, §5, 2022, Res. 3795, §5, 2021; Res. 3739, §3, 2017)

C. Additional Benefits for Employees. The following benefits shall be administered consistent with port eligibility requirements.

(1) Paid Leave. The following paid leave plans shall be administered.

(a) Paid Time Off (PTO). Employees are encouraged to take at least two weeks of paid time away from work for vacation or personal reasons each year.

(b) Sick Leave. Paid time away from work in the event of illness, injury, or other specified reasons.

(c) Holidays. The port shall observe the following 11 holidays:

1. New Year's Holiday

2. Martin Luther King, Jr., Day

3. Presidents Day

4. Memorial Day

5. Juneteenth

6. Independence Day

7. Labor Day

8. Thanksgiving Day

9. Native American Heritage Day, the day after Thanksgiving

10. Port Designated Floater (in lieu of Veterans Day)

11. Christmas Day.

(d) Personal Day. One full day each year based on the payroll calendar with no accrual and no carry forward.

(e) Bereavement Leave. Time off to attend or make arrangements for funeral or memorial services of a close family member.

(f) Supplemental Military Leave. Additional partially paid military leave in response to an involuntary deployment resulting from Presidential Recall or a declared State of Emergency.

(g) Civic Duty Leave. Paid time away from work to serve on jury duty, or in limited circumstances appear in court as a subpoenaed witness.

(h) Awarded Time. Paid time granted to salaried employees to recognize extra work hours necessary to meet critical deadlines, assure coverage, or otherwise accomplish port objectives.

(i) Shared Leave. Accrued leave donated by one employee to another to prevent the receiving employee from taking leave without pay due to a serious health condition.

(j) Paid Parental Leave. Fully paid time away from work following the birth, adoption, or placement for foster care of a new child.

(k) Port Paid Medical Leave. Partially paid time away from work for the employee's serious medical condition. As approved by Washington State in lieu of the mandated Washington State Paid Family and Medical Leave.

(l) Port Paid Family Leave. Partially paid time away from work for the employee to care for a family member with a serious medical condition, inclusive of the birth, adoption, or placement for foster care of a new child. As approved by Washington State in lieu of the mandated Washington State Paid Family and Medical Leave.

(Res. 3823(AM), Res. 3795, §5, 2021)

(2) Retirement. Pension benefits that provide vested employees with post-retirement income shall be as described in this section. Employees (other than DRS-retired

employees receiving a pension from any State of Washington DRS pension plan) will become members of the Washington Public Employees Retirement System (PERS) or Law Enforcement Officers and Fire Fighters Retirement System (LEOFF) based on their job responsibilities. Retirement benefits will be administered consistent with applicable Washington state laws.

(a) (Repealed by Res. 3831, Adopted 2024)

(b) Police Department employees in non-represented management jobs hired into LEOFF eligible positions who are excluded as stated in RCW 41.04.270 from LEOFF membership as a result of their previous employment will receive port contributions to an alternative plan. These port contributions will be equal to the contributions the port would have made to the LEOFF plan the Police Department employee would have been eligible to enroll in.

Any port retirement contributions made consistent with authority and prior to January 1, 2018, are hereby ratified and confirmed.

(c) Police and Fire Department non-represented management employees are covered under the Police and Fire Department FICA alternative plans in lieu of Social Security.

(*Res. 3831, 2024, Res. 3823(AM), Res. 3795, §5, 2021)*

(3) Healthcare. Medical, pharmacy, dental, and vision coverage offered to eligible employees consistent with Patient Protection and Affordable Care Act (ACA) requirements shall be as follows:

(a) The port shall maintain at least two medical plan options.

(b) Employees will have the ability to enroll their eligible dependents in the same medical, pharmacy, dental, and vision plans the employee elects.

(c) Employees may be required to pay all or a portion of their healthcare premiums by payroll deduction.

(d) The port retains the right to modify or terminate healthcare benefits.

(4) Benefit Savings Accounts. Healthcare spending account, Flexible Spending Account, Healthcare savings account and Lifestyle spending account tax advantaged financial plans that help employees save for and cover eligible expenses.

(5) Life and Disability Insurance. Benefits to protect against unexpected loss shall be as follows:

(a) Life Insurance. Benefits paid to beneficiaries in the event of death. The port will provide basic life insurance for employees and limited life insurance for employees' dependents. Employees will have the ability to purchase additional life insurance for themselves and/or their dependents.

(b) Accidental Death and Dismemberment (AD&D). Benefits paid to employees in the event they lose a limb or to their beneficiaries in the event of accidental death. Employees will have the ability to purchase additional AD&D insurance for themselves and/or their dependents.

(c) Long-Term Disability. Partial income continuation benefits paid to employees unable to work for extended periods of time.

(5) Flexible Work Arrangements. Work schedules that include varied start and stop times, flex time, as well as longer work days combined with a non-work day each week or pay period, compressed work week arrangements. Teleworking is another form of flexible work arrangement. Flexible work arrangements and teleworking include a limited Teleworking Equipment Reimbursement Program in years that the reimbursement program is funded.

(6) Relocation. Reimbursement to newly hired salaried employees for pre-approved moving expenses related to their relocation to the Seattle area as a result of accepting a job with the Port of Seattle.

(Res. 3841, 2026, Res. 3823(AM), Res. 3807, §5, 2022, Res. 3795, §5, 2021; Res. 3781; Res. 3765, §1, 2019; Res. 3752, §1, 2018; Res. 3739, §3, 2017)

D. *Repealed by Resolution No. 3765.*

E. Benefits for the Executive Director. The Executive Director will be offered the same benefits package other eligible employees are offered as provided in subsections (B) and (C). The Port Commission may also authorize different or additional benefits for the Executive Director. *(Res. 3739, §3, 2017)*

SECTION 5.3. Policy Regarding Benefits Offered to Port of Seattle Retirees.

A. In addition to pension benefits offered to Port of Seattle retirees, the Port Commission authorizes the following benefits and conditions for qualified retirees. *(Res. 3739, §4, 2017)*

B. Repealed by Resolution No. 3752.

C. Repealed by Resolution No. 3752.

D. Retiree Life Insurance. Retirees are eligible for enrollment in the retiree life insurance plan if they have at least five consecutive years of credited service in a non-represented position with the Port of Seattle immediately preceding retirement and are eligible to begin receiving a pension, based at least in part upon Port of Seattle employment, within one month following departure from the port. *(Res. 3752, §1, 2018; Res. 3739, §4, 2017)*

E. Retiree Parking. Retirees are eligible for free vacation parking at the north employee parking lot at SEA (the airport in SeaTac, WA owned and operated by the Port of Seattle). A valid retiree identification badge is required to access the north employee parking lot and can be obtained from the front desk at Pier 69. *(Res. 3795, §5, 2021; Res. 3739, §4, 2017)*

F. Authorization to Amend Benefits Offered to Port of Seattle Retirees. The port is authorized to amend the benefits in this section as necessary to comply with any changes in statutory regulations, to require retirees to contribute all or a portion of the premium, and to amend or terminate governing vendor or insurance contracts at any time for any reason. *(Res. 3765, §1, 2019; Res. 3739, §4, 2017)*

G. Voluntary Employee Beneficiary Association (VEBA) ~~Authorization to establish~~ Eligible Retirees are enrolled in the Voluntary Employee Beneficiary Association (VEBA) trust to administer a health reimbursement arrangement (HRA) plan, and provide tax-free, defined contribution account for participants to reimburse qualified medical, dental, vision and tax qualified long-term care premiums and non-covered healthcare expenses of the participants and their qualified dependents in accordance with Port policies and applicable law. (*Res. 3841, 2026)*

SECTION 5.4. Policy Regarding Benefits Offered to Port of Seattle Commissioners.

A. Benefits contained in this section are available to port Commissioners. *(Res. 3739, §5, 2017)*

B. Healthcare. Port Commissioners shall have the same healthcare, medical, pharmacy, dental, and vision benefits choices offered to port employees.

(1) Medical and Pharmacy Benefits for Commissioners.

(a) Coverage for Commissioners. Port Commissioners are eligible to elect medical coverage effective on the first of the month following one calendar month as a Port Commissioner. They shall be eligible for healthcare coverage in such amounts and in such manner as the port has established with organizations selected to provide or administer such benefits. Commissioners who elect port-sponsored medical coverage must elect coverage via approved methods.

(b) Coverage for Commissioners' Dependents. Port Commissioners are eligible to elect medical benefits for their dependents on the first of the month following one calendar month as a port Commissioner. Coverage for dependents shall be provided by the same medical plan that the Commissioner has chosen.

(2) Vision Benefits for Commissioners.

(a) Coverage for Commissioners. Port Commissioners are eligible to elect vision coverage effective on the first of the month following one calendar month as a Port Commissioner. They shall be eligible for vision coverage in such amounts and in such manner as the port has established with organizations selected to provide or administer such benefits. Commissioners who elect port-sponsored vision coverage must elect coverage via approved methods.

(b) Coverage for Commissioners' Dependents. Port Commissioners are eligible to elect vision coverage for their dependents on the first of the month following one calendar month as a Port Commissioner. Coverage for dependents shall be provided by the same vision plan that the Commissioner has chosen.

(3) Dental Benefits for Commissioners.

(a) Coverage for Commissioners. Port Commissioners who so elect coverage shall receive these benefits effective the first of the month following one calendar month as a Port Commissioner. Dental coverage will be provided in such amounts and in such manner as the port has established with organizations providing or administering such benefits. The eligibility and other conditions of coverage are established with the organization selected by the port to provide such benefits.

(b) Coverage for Commissioners' Dependents. Port Commissioners are eligible to elect dental benefits for their dependents on the first of the month following one calendar month as a Port Commissioner. Coverage for dependents shall be provided by the same dental plan that the Commissioner has chosen.

(4) Healthcare Premiums. Commissioners will be responsible for paying a share of their healthcare premiums by payroll deduction in the same manner as non-represented employees. Commissioners are responsible for notifying the port by an approved enrollment method of their coverage elections and eligible dependents. Any additional healthcare costs associated with a lack of notification shall be the Commissioner's responsibility.

(Res. 3752, §1, 2018; Res. 3739, §5, 2017)

C. Life Insurance. Commissioners shall be eligible to elect life insurance coverage as specified below.

(1) For Commissioners. Port Commissioners who so elect shall have coverage under a $50,000 basic life insurance policy and/or $100,000 business travel accident insurance policy on a self-paid basis on the first of the month following one calendar month as a Port Commissioner subject to provisions of contracts with organizations selected by the port to provide such benefits.

For purposes of optional, self-paid basic life insurance and business travel accident insurance benefits, Port Commissioners are included in the definition of eligible employee.

(a) For Commissioners Eligible for Retiree Life Insurance. A Commissioner is eligible for enrollment in the retiree life insurance plan if the service requirements listed in subsection (B)(1)(b) are satisfied and the Commissioner elected and was covered by the $50,000 basic life insurance policy immediately prior to the expiration of their term as a Port Commissioner.

(Res. 3739, §5, 2017)

D. Right to Modify or Terminate Coverage. The port retains the right to modify or terminate benefits and/or to modify the cost charged to Commissioners or dependents for such coverage. *(Res. 3739, §5, 2017)*

SECTION 5.5. Policy Regarding Special Programs and Commission Notification.

The Executive Director is authorized to establish and implement voluntary separation, furlough, or other similar programs deemed necessary to benefit the financial health of the port and amend benefits provided for in this policy directive as necessary to execute the provisions of these programs. The Commission shall be notified of any amendments to benefits prior to implementation of any special programs not currently provided for in this policy directive. The Commission shall be notified of any material changes in the administrative details of the programs authorized by this policy directive before changes are implemented. *(Res. 3739, §6, 2017)*

Revision History

November 18, 2025	Resolution No. 3841 changed definition for temporary assignments; modified the graded salary range structure and the executive leadership graded salary range structure. Introduced two new pay grades for non-assessed public safety leadership roles, Chief of Police, Fire Chief, Deputy Chief of Policy and Assistant Fire Chief. Included Benefit Savings Account as benefit program offered to employees and authorization to establish a Voluntary Employee Beneficiary Association Trust to be included in benefits programs offered to Retirees.
November 19, 2024	Resolution No. 3831 adjusted definitions of "Seasonal Employee" and "Pay Equity," and added the definition of "Similar Work Experience." It also modified the non-represented employee graded salary range structure and the executive leadership graded salary range structure. Section 5.2.C(2)(a) was repealed in its entirety, and technical edits were made throughout the document as necessary for general clean up.
June 11, 2024	Resolution No. 3823(AM) changed definitions for 'at-will' and 'seasonal employee;' replaced grade salary range structure with non-represented employee graded salary range structure and added executive leadership graded salary range structure; changed 'job evaluation system' to 'job assessment process;' changed initial pay rates provision; removed chief of police, fire chief, deputy chief of police, and assistant fire chief from pay rates and pay ranges for non-assessed jobs; modified veteran fellows positions provision; removed reference to 'or family member's' from port paid medical leave and clarified port paid family leave. Adoption of Resolution No. 3823(AM) included a directive from the Commission through Order No. 2024-09 requiring the Executive Director to return to the Commission for approval of the second phase of the implementation of the Compensation Program.
March 12, 2024	Resolution No. 3820 added a new Section 5.1.F, Provisional Pay, and renumber the remaining section in numeric order.
November 29, 2022	Resolution No. 3807 adding new definition for 'Cost of Living Adjustments 'COLA'' and 'Pay Equity'; updating section title, striking language referring to Workplace Responsibility staff; adjusting the Graded Salary Range Structure by 4 percent and removing Grade 7 and 8; updating and/or modifying sections related to pay practices, initial

	pay rates, Information and Communication Technology Stand-by Pay; adding COLA and COLA Plus; adding Multilingual Pay and Emergency Pay; updating Other Pay Adjustments provision; adding 'Washington State Paid Sick Leave' reference, and removing reference to COVID-19 Vaccination Verification Incentive Day.
November 16, 2021	Resolution No. 3795 adding new definition for 'pay rate' and modify 'probationary employee;' adjusting graded salary range structure; amending mandated benefits, paid leave, and retirement; updating flex time and alternative work arrangement provisions; and making other general technical edits to the policy directive.
June 8, 2021	Resolution No. 3790 amended the definitions of "Probationary Employee" and "Probationary Period."
November 17, 2020	Resolution 3781 added the definition of "Project-related Temporary Assignment;" amended Section 5.1.A(3) relating to the Internal Audit Director; adjusted the graded salary range structure by 2 percent; and amended Section 5.2.C(c), holidays, to add Juneteenth to the list of port holidays.
November 19, 2019	Resolution 3765 added and removed definitions in Section 2, reorganized language on the port's right to modify or terminate benefits and policy in Sections 3 and 4 and removed several cross-references. In Section 5.1, salary ranges were updated and language about the job evaluation system was clarified. New provisions for paid medical and family leave were created in Section 5.2(C).
November 27, 2018	Resolution 3752 revised definitions of "at-will" and "probationary period"; updated the title of External Relations Senior Director; clarified administrative and functional reporting of the Internal Audit Director; revised the graded salary range structure; added a floating personal day to the port's holiday schedule; provided for separate medical, dental, pharmacy, and vision benefits; and repealed medical benefits for retirees and their dependents. A new exhibit listing port job titles by salary range was provided at this time also.
November 28, 2017	Resolution 3739 restated the salary and benefits program for the Port of Seattle for 2018. It provided no expiration date, thereby effectively establishing the first non-expiring Salary and Benefits Policy Directive of the Port of Seattle.

Item Number: 10b_supp
Meeting Date: November 17, 2026

Introduction – Resolution
2027 Salary and Benefits Resolution

November 17, 2026

Port of Seattle®

Topics

- Background of the Salary and Benefits Process
- Recommend Updates and Changes

Salary & Benefits Resolution Background

What is the resolution, what does it do

- The Salary and Benefits Resolution is the Port Commission's authorization to revise the pay and benefits programs that are part of the Port's overall Total Rewards package for non-represented employees.
- RCW 53.08.170 requires Port Commission to authorize pay and benefits for non-represented employees by resolution.

Recommended Changes for 2026

Policy Establishing Jobs, Pay Grades, Graded Pay Range Structure, and Pay Rates

- The Non-Represented and Executive Graded Salary Range Structures will have an overall increase of 3.17%.

Recommended Changes for 2027

2027 Non-Represented Graded Salary Structure

Grade	Hourly			Annual		
	Minimum	Market Reference Point	Maximum	Minimum	Market Reference Point	Maximum
50	$22.65	$24.65	$30.64	$47,120	$51,278	$63,751
51	$24.91	$27.11	$33.71	$51,833	$56,406	$70,126
52	$27.41	$29.83	$37.08	$57,015	$62,047	$77,138
53	$30.15	$32.81	$40.79	$62,717	$68,251	$84,853
54	$33.16	$36.09	$44.87	$68,989	$75,076	$93,337
55	$36.48	$39.70	$49.36	$75,888	$82,583	$102,671
56	$40.13	$43.67	$54.29	$83,476	$90,841	$112,938
57	$44.32	$48.04	$59.72	$92,196	$99,925	$124,232
58	$48.56	$52.84	$65.69	$101,005	$109,918	$136,654
59	$53.41	$58.12	$72.26	$111,107	$120,910	$150,321
60	$58.75	$63.94	$79.49	$122,217	$133,001	$165,353
61	$64.63	$70.33	$87.44	$134,438	$146,301	$181,888
62	$71.09	$77.37	$96.19	$147,882	$160,931	$200,078
63	$78.20	$85.10	$105.80	$162,672	$177,024	$220,084
64	$86.02	$93.61	$116.39	$178,939	$194,726	$242,093
65	$94.63	$102.98	$128.02	$196,832	$214,199	$266,301
66	$104.09	$113.27	$140.83	$216,516	$235,620	$292,933
67	$114.50	$124.60	$154.91	$238,166	$259,181	$322,225
68	$125.95	$137.06	$170.40	$261,983	$285,099	$354,448
69	$138.54	$150.77	$187.44	$288,182	$313,610	$389,893
70	$152.40	$165.85	$206.19	$317,000	$344,971	$428,882

Recommended Changes for 2027

2027 Executive Leadership Graded Salary Structure

Grade	Hourly			Annual		
	Minimum	Market Reference Point	Maximum	Minimum	Market Reference Point	Maximum
101	$99.80	$108.53	$134.73	$207,588	$225,751	$280,243
102	$109.78	$119.38	$148.20	$228,345	$248,327	$308,268
103	$120.76	$131.32	$163.02	$251,181	$273,160	$339,094
104	$132.83	$144.45	$179.32	$276,300	$300,474	$373,004
105	$146.11	$158.90	$197.26	$303,929	$330,523	$410,304
106	$160.73	$174.79	$216.98	$334,321	$363,574	$451,335
107	$176.80	$192.27	$238.68	$367,754	$399,932	$496,467

Recommended Changes for 2026

Definitions

- “Intern” definition adjusted to be inclusive of both academic and non-academic career pathways in alignment with the Talent Connections programs.



Recommended Changes for 2026

Policy Establishing Pay Practices and Pay Types

- Include Shift Differential as an established pay type.
- Adjust Multilingual Premium to Multilingual Pay.
- Update Pay Rates and Pay Ranges for Non-Assessed Jobs to include Port Pathways.

Policy Regarding Benefits Offered to Retirees

- Update Voluntary Employee Beneficiary Association (VEBA) as established program for eligible retirees.

Estimated Cost

Introduction of new Graded Salary Range Structure

- The current estimate impacts 9 employees, approximately costing $14,194.52, whose current salary falls below the new grade salary minimum.

Questions?

COMMISSION
AGENDA MEMORANDUM **Item No.** 10c

ACTION ITEM **Date of Meeting** November 17, 2026

DATE : October 19, 2026

TO: Stephen P. Metruck, Executive Director

FROM: Linda Springmann, Director, Cruise Business & Elliott Bay Operations
Mark Longridge, Capital Project Manager, Waterfront Project Management

SUBJECT: **Terminal 91/Pier 66 Cruise Shore Power Extension and Dock Rehabilitation – Additional funding for Pier 91 West Cruise Berth Post-Validation Amendment (CIP # C801983)**

Amount of this request:	$2,750,000
Total estimated project cost:	$116,480,000

ACTION REQUESTED

Request Commission authorization for the Executive Director to approve additional funding to execute a Post-Validation Amendment to Contract No. MC-0322060 - T91/P66 Cruise Shore Power Extension and Dock Rehabilitation to advance the design and complete the development and negotiation of a Guaranteed Maximum Price (GMP) for:

1. The shore power extension system on the West cruise berth of Pier 91.
2. The rehabilitation of the section of Pier 91 delineated as Development Unit (DU) 9202.

Total requested for this action is $2,750,000 for a total current project authorization of $72,880,000.

EXECUTIVE SUMMARY

In September 2026 Commission approved funding to execute the Final GMP for Milestone 1 and Validation phase for Milestone 2. Following the September 2026 Commission funding authorization, Validation of the scope, schedule, and budget for Milestone 2 has been completed. The requested action will provide funding to further advance design and complete the development and negotiation of a Guaranteed Maximum Price (GMP) for the work of Milestone 2 of the project.

The project Milestones are defined as:

> Milestone 1: Completion of the Pier 66 and Pier 91 east berth shore power extension systems by the start of 2027 cruise season, including bollards and limited deck panel replacements (Previously approved, in construction).
>
> Milestone 2: completion of the Pier 91 west berth shore power extension and rehabilitation of section of P91 delineated as DU #9202 by the start of 2028 cruise season (today's request: Post-Validation - design and GMP development funding; construction will be a future request once GMP has been negotiated).

BACKGROUND

In July 2024, the Port passed Commission Order No. 2024-08 mandating all homeport cruise ships to connect to shore power by 2027, three years earlier than the 2030 goal set in the Port's adopted Maritime Climate and Air Action Plan. The provision of shore power for cruise ships is the Port's greatest opportunity to improve local air quality and reduce Maritime greenhouse gas (GHG) emissions from ocean going vessels at berth.

Currently, the Port's Smith Cove Cruise Terminal at Terminal 91 at Pier 91 (P91) which opened in 2009 provides shore power at its two cruise berths. The single berth at the Bell Street Pier Cruise Terminal at Pier 66 (P66) which opened in 1999 has a new shore power system completed in September 2024. While all three of the Port's cruise berths are now electrified, upgrades to the shore power systems are required to provide the additional flexibility needed to accommodate all vessels and berthing configurations to meet Commission Order No. 2024-08.

The project utilizes the Progressive Design Build (PDB) alternative delivery method and selected Skanska USA Building, Inc. (Skanska) as the design-builder. The project returned to Commission in December 2025 for Post-Validation Amendment authorization, and in May 2026 for funding authorization to execute an Early Work Amendment for early procurement of long lead materials. In June 2026 shore power construction on the west berth of Pier 91 was reprioritized to address accelerating deterioration of the concrete precast deck panels in the section of the pier delineated as DU #9202 that falls within the project footprint. Further investigation into the condition of the panels has shown delamination, spalls, exposed/corroded reinforcing steel bar, and elevated concentration of chloride ions. Operational load restrictions have been implemented on twelve of the most deteriorated panels with further condition assessments required every six months. To accommodate expeditious repair of DU #9202 to eliminate additional operational restrictions, the PDB contract scope was split into two (2) milestones to advance the majority of the shore power extensions at P66 and T91 by 2027, and accelerate the repair of DU #9202 by a year in conjunction with the T91 west berth shore power extension by 2028.

JUSTIFICATION

The Port of Seattle is an industry and regional leader in economic development and sustainability. The Port's investment in cruise terminals at P66 and P91 results in a significant contribution to the region's economy, generating more than 5,500 jobs and nearly $1.2 billion in total local business revenue each cruise season. The Port also recognizes its responsibility and the importance of concerted efforts to balance economic growth with sustainability. The Seattle Waterfront Clean Energy Strategic Plan and the adopted Maritime Climate and Air Action Plan provide a Port investment strategy to protect the environment and improve community health.

As a global leader in sustainability, the Port is committed to addressing global climate change and improving local air quality. In 2017 the Port's Commission adopted GHG reduction targets in alignment with the Paris Climate Agreement, then updated goals in October 2021 in recognition of the climate crisis. In November 2021, the Port Commission adopted the Maritime Climate and Air Action Plan which identifies strategies and actions the Port can take through 2030 to achieve Port's Century Agenda GHG target to reduce GHG emissions 50% by 2030 and to position the Port to phase out seaport-related emissions entirely by 2050. The plan includes a specific commitment to install shore power at all cruise berths and maximize connections by 2030. In May 2022, the Port launched a collaborative effort to explore the feasibility of a maritime green corridor aimed at accelerating the deployment of low and zero GHG emission cruise ships and operations between Alaska, British Columbia, and Washington. Most recently, the Port passed Commission Order No. 2024-08 mandating that all home ported cruise ships must connect to shore power by 2027, three (3) years earlier than the Maritime Climate and Air Action Plan 2030 goal.

Shore power can significantly reduce GHG and air pollution emissions with each connection. Staff estimate shore power can avoid approximately 268 thousand metric tons of carbon (CO_2e) cumulatively through 2050. Assuming a 25-year infrastructure life and $44 million cost, that represents a cost per ton of carbon reduced over the full lifespan to range from $164 to $406 per metric ton CO_2e. This range is based on the 2025 cruise schedule with the current ability to connect cruise ships to shore power at P91 and P66 (86% of homeport calls). If 100% of homeport ships plug-in consistent with the Commission Order No. 2024-08 in 2027, shore power use would result in an additional 45 thousand metric tons of cumulative carbon emissions avoided over a 25-year infrastructure life.

In addition to the significant economic and sustainability benefits provided by expanding cruise shore power, rehabilitation of the P91 DU #9202 is critical to maintaining operational continuity for both cruise operations and commercial fishing operations on the pier. Pier 91 provides critical infrastructure necessary to sustain these industries within the Puget Sound region. Operational load restrictions have been implemented on the most deteriorated deck panels within the pier making repair of this section of the pier more urgent to minimize the potential for further operational impacts.

Diversity in Contracting

The project team in coordination with the Diversity in Contracting Department has included a 6% WMBE aspirational goal in the Progressive Design Build major work contract for this work to design and construct the pathway for the shore power system and other structural elements of the project and to install the Watts designed and procured shore power equipment.

The additional Milestone 2 scope was discussed with Diversity in Contracting. After review, the 6% WMBE goal will be maintained for the overall project, inclusive of both Milestone 1 and Milestone 2. While the additional scope represents a significant increase in the project value, some of the major added work, particularly the concrete-related scope, provides limited opportunities for additional WMBE utilization. However, there are other elements within the added scope that provide continued WMBE opportunities and should support the contractor in achieving the established 6% goal. Based on the review of the overall scope and available WMBE opportunities, the 6% goal remains appropriate for the project.

Community Engagement

Staff will continue to brief Magnolia and Queen Anne community leaders at the regular Port's Neighbors Advisory Committee meetings including project details and construction schedule. Similar outreach is scheduled for waterfront businesses and neighbors near Pier 66.

Details:

The T91/P66 Cruise Shore Power Extension project is on schedule to meet the Commission order to plug-in all shore-power equipped homeported ships by 2027 at Pier 66 and on the East berth of Pier 91 (Milestone #1). Milestone 1 is now under construction. The extension of the shore-power system on the west berth of Pier 91 and the rehabilitation of DU #9202 (Milestone #2) will be completed the following year to plug-in all remaining homeport ships by 2028.

The Validation phase for Milestone 2 has been completed, and the Basis of Design, Target GMP Budget, and Target Schedule has been agreed upon with the Design-Builder. Following authorization of today's request for funding for the Post-Validation Amendment, Milestone 2 will progress through design and GMP development.

Due to the proprietary nature of the electrical shore power equipment and the anticipated long lead time, a sole source purchasing contract with Watts Marine was executed to ensure that design and procurement of the equipment is completed and ready for installation by Q1 of 2027 for Milestone 1 and Q1 of 2028 for Milestone 2. This equipment is currently in production, and milestone 1 work will include surplusing or recycling the equipment it replaces.

Scope:

This funding request is for the Post-Validation Amendment for Milestone 2 scope package to be completed by cruise season 2028.

Milestone 2:

- **Pier 91 West Cruise Berth Design and GMP Development for:**
  - Cruise Shore Power
    - West berth cruise shore power extension system.
  - DU #9202 Rehabilitation
    - Replacement of remaining 34 precast deck panels along the bull rail between footmark 780' and 1,200' and reconstruct the bull rail.
    - New reinforced concrete overlay slab in place of the existing ballast and asphalt overlay to rehabilitate DU #9202.
    - Utilities within the slab overlay including water, storm, and 480V commercial fishing shore power electrical system.

Remaining Project Risks:

- Milestone 1 schedule is aggressive and has very little float to accommodate unforeseen conditions. Risk contingency has been allocated to mitigate, as well as shift differential allowance to allow for more days per week to work.
- Milestone 2 schedule is aggressive and has very little float to accommodate unforeseen conditions. This will require tribal concurrence for barge work to complete in a single season. West berth shore power will be prioritized for in-use by cruise season 2028, however potential need for a third season to complete all structural work exists.
- DU #9202 structural solution costs are preliminary. Costs could increase due to escalation, feasibility, and constructability. Cost estimates will be updated at contract phases, and design milestones and mitigation measures implemented as feasible and as needed.

Schedule

The schedule to meet Commission Order No. 2024-08 is aggressive. Project constraints including other concurrent or overlapping critical projects at P91, design and permitting schedule, supply chain uncertainty, and highly constrained construction work windows due to cruise and commercial fishing operations create the risk of schedule slippage. Schedule assumptions account for best case permitting scenarios, including avoidance of in-water work (work completed in the dry) and successful tribal negotiations to maximize work window between cruise seasons and the tribal fishery. Due to critical repairs required for DU #9202 of Pier 91 dock, the dock repairs have been added to the shore power scope, and the scope has been divided to be completed over two seasons. A Progressive Design Build project delivery with a sole source contract to Watts Marine for shore power equipment design and procurement was selected to mitigate schedule risk to the extent possible. This Progressive Design Build contract with Skanska allows for some acceleration of the design process and minimizes potential for unknown

construction risks that cause delays assuming that all milestone dates are met, including this authorization of funding for the Post-Validation Amendment for Milestone 2.

Activity

Commission Authorization – T91 Mobile Cable Positioning Devices (CPDs) and T91 Cruise Shore Power Extension North initial design funding	August 8, 2023
DORA – Progressive Design Build Procurement and Preliminary Design	October 16, 2024
Commission Authorization – Watts Marine, LLC Purchasing Contract	April 22, 2025
Commission Authorization - Progressive Design Build Contract – Validation Phase	July 8, 2025
Progressive Design Build Validation Period Execution	August 22, 2025
Commission Authorization – Post-Validation Amendment funding	December 9, 2025
Commission Authorization – Early Work Amendment funding	April 28, 2026
Commission Authorization – GMP - Milestone 1 Amendment funding	September 9, 2026
Construction – Milestone 1	Q4 2026 – Q2 2027
In-use date – Milestone 1	April 2027
Commission Authorization – Milestone 2 Validation funding	September 9, 2026
Commission Authorization – Milestone 2 Post-Validation funding	**November 17, 2026**
Commission Authorization – GMP – Milestone 2 Amendment funding	Q3 2027
Construction – Milestone 2	Q4 2027 – Q2 2028
In-use date – Milestone 2	April 2028

ESTIMATED COST BREAKDOWN	P66	T91 (Shore Power)	T91 (Dock Rehab.)	Total	This Request
Milestone 1					
Planning through Validation	$830,000	$1,770,000		$2,600,000	
GMP Development	$1,200,000	$2,850,000	950,000	$5,000,000	
Early Work Amendments	$700,000	$2,800,000	1,700,000	$5,200,000	
Construction Final GMP	$13,074,000	$17,220,000	17,870,000	$48,164,000	
Milestone 2					
Planning through Validation		$466,400	699,600	$1,166,000	
GMP Development		$1,100,000	1,650,000	$2,750,000	$2,750,000
Construction Final GMP (future)		$17,876,000	$25,724,000	$43,600,000	

Material Pre-Procurements

Watts (both sites, both milestones)	$1,000,000	$7,000,000		$8,000,000	

TOTAL	$16,804,000	$51,082,400	$48,593,600	$116,480,000	$2,750,000

ALTERNATIVES AND IMPLICATIONS CONSIDERED

Alternative 1 – Execute a post-validation amendment for Milestone 2 scope to be completed by cruise season 2028 including west berth shore power and complete replacement of all deck panels instead of structural slab.

Cost Implications: Additional $25M+ to replace all deck panels within DU #9202.

Pros:

(1) Deck panel construction methodology is well established, minimizing risks of delays due to untested structural solutions.

Cons:

(1) Precludes consideration of all structural solutions for the rehabilitation of DU #9202 and would likely require rework of the shore power during the dock repair.
(2) Moves the repair of DU #9202 to the original schedule for completion by 2029, eliminating the opportunity to accelerate the project and avoid additional operational constraint.
(3) Adds risk probability that additional operational restrictions will be applied to DU #9202 deck panels as they continue to deteriorate.

This is not the recommended alternative.

Alternative 2 – Execute a post-validation amendment for Milestone 2 scope to be completed by cruise season 2028 including structural slab solution for DU #9202 Rehabilitation.

Cost Implications: Cost savings of $25M+ to integrate DU #9202 Rehabilitation into T91 shore power project.

Pros:

(1) Meets the mandate of Commission Order No. 2024-08 for Milestone 1.
(2) Provides additional time for design advancement and cost certainty for Milestone 2, primarily the development of a structural solution for DU #9202 of Pier 91.
(3) Accelerates the rehabilitation of DU #9202 by one year, minimizing risk of further operational restrictions as the deck panels deteriorate.
(4) Avoids potential rework of the west berth cruise shore power by integrating the shore power infrastructure with the dock rehabilitation solution.
(5) Less costly than full deck panel replacement.

Cons:

(1) Innovative structural solution is not the typical solution for dock rehabilitation.

This is the recommended alternative.

FINANCIAL IMPLICATIONS

Cost Estimate/Authorization Summary	Capital	Expense	Total
COST ESTIMATE			
Original estimate	$4,000,000	$0	$4,000,000
Previous changes – net	$112,480,000	$0	$112,480,000
Current change	$0	$0	$0
Revised estimate	**$116,480,000**	**$0**	**$116,480,000**
AUTHORIZATION			
Previous authorizations	**$70,130,000**		**$70,130,000**
Pier 91 Shore Power Ext	$33,817,000		$33,817,000
Pier 66 Shore Power Ext	$16,804,000	**$0**	$16,804,000
P91 DU9202 Rehab	$17,870,000		$17,870,000
P91 South Bollards (C802116)*	$1,639,000		$1,639,000
Current request for authorization	**$2,750,000**	**$0**	**$2,750,000**
Milestone 2 GMP Development: DU9202 Rehab	$2,750,000		$2,750,000
Total Authorization to date (incl this request)	**72,880,000**	**$0**	**72,880,000**
Remaining amount to be authorized**	$43,600,000	$0	$43,600,000

* Previous authorization for C802116 has been corrected to include $150,000 that was authorized prior to September 9, 2026 memo.

**Remaining amount to be authorized is slated for Milestone 2 including majority scope of DU#9202 repair, and west berth shore power construction.

Annual Budget Status and Source of Funds

This project was included in the 2026 Capital Plan C801983 P66/P91 Shore Power Extension with a total project cost of $33,000,000;C802116 P91 South Bollards with a total project cost of $650,000; and C801294 T91 Dock Rehabilitation budget with a total project cost of $104,225,000.

Since then, the Dock Rehabilitation estimated cost has been reduced to $18,400,000, and $52,000,000 has been transferred to C801983 P66/P91 Shore Power & DU9202 Rehab to integrate the repair work into the shore power project.

The draft 2027 Capital Plan includes C801983 P66/P91 Shore Power & DU9202 Rehab with a total estimated cost of $116,170,000; and C802116 P91 South Bollard Upgrade with a total estimated cost of $2,200,000.

This project is funded by the General Fund.

Financial Analysis and Summary

Project cost for analysis	$116,480,000
Business Unit (BU)	Cruise Operations
Effect on business performance (NOI after depreciation)	No incremental operating revenue or cost-savings is directly associated with this project. • Preservation of approximately $47M of existing/ongoing revenue • On-going maintenance expenses, if any, are not yet known. • Estimated annual depreciation is $4.7M
IRR/NPV (if relevant)	N/A
CPE Impact	N/A

ADDITIONAL BACKGROUND

Originally, P91 and P66 cruise shore power projects were envisioned as two separate projects under two CIP #s. Initial funding for the P91 Cruise Shore Power Extension North was authorized by Commission on August 8, 2023, inclusive of the purchase of two (2) mobile cable positioning devices (CPD) under CIP # C801293. P66 Cruise Shore Power Extension was under CIP # C801983. As part of a DORA executed on October 16, 2024, for a Progressive Design Build procurement and early design for both projects, T91 Cruise Shore Power Extension, except for the costs associated with the purchase of the CPDs which remained under C801293, was transferred to CIP # C801983 with P66 to consolidate the projects under a single CIP and to help expedite both projects to meet the mandate of Commission Order No. 2024-008 to connect all home ported cruise ships to shore power by 2027.

ATTACHMENTS TO THIS REQUEST

(1) Presentation

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

September 9, 2026 – Authorization in the amount of $49,330,000 to execute a Guaranteed Maximum Price (GMP) Contract Amendment for Milestone 1 and to authorize funding for the Validation phase of Milestone 2 to include the rehabilitation of P91 DU #9202.

April 28, 2026 – Funding authorization in the amount of $5,200,000 for execution and funding of an Early Work Amendment for procurement of long-lead materials.

December 9, 2025 – Funding authorization in the amount of $5,000,000 for execution and funding of the post-validation phase of the major public works Progressive Design Build project.

July 8, 2025 – Funding authorization in the amount of $1,100,000 for award and execution of the Validation Period of the major public works Progressive Design Build project.
April 22, 2025 – Funding authorization in the amount of $8,000,000 for Watts Marine contract to purchase shore power equipment, of which $7,000,000 was allocated to the P91 system and $1,000,000 allocated to P66.

August 8, 2023 - The Commission authorized funding for P91 Cruise Shore Power Extension and CPDs in the amount of $2,500,000 for the purchase of the CPDs and early design funding of the extension.

Item No.: 10c_supp
Meeting Date: November 17, 2026



Terminal 91/Pier 66 Cruise Shore Power Extension
Milestone 2 Post-Validation Authorization

Shore Power Project Purpose

- **In July 2024, Commission Order No. 2024-08 was passed mandating that all homeport cruise ships connect to shore power by 2027.**
- To meet the mandate, the existing shore power systems need to be extended at Pier 91 and Pier 66.
  - Currently, the shore power cables cannot reach from the berth connection point to plug-in locations on all shore power capable ships.
- This project will provide maximum flexibility in how ships with different shore power configurations berth at the pier so they can connect to shore power.



Action Requested

- Request Commission authorization for the Executive Director to approve funding to **execute a Post-Validation Amendment** to the alternative public works Progressive Design Build contract, for the T91/P66 Cruise Shore Power Extension project **to further advance design and complete the development and negotiation of a Guaranteed Maximum Price for Milestone 2** to rehabilitate DU #9202 and complete the Pier 91 (P91) west berth shore power extension.
- **Total requested for this action is $2,750,000** for a total current project authorization of $72,880,000, and an estimated total project cost of $116,480,000.

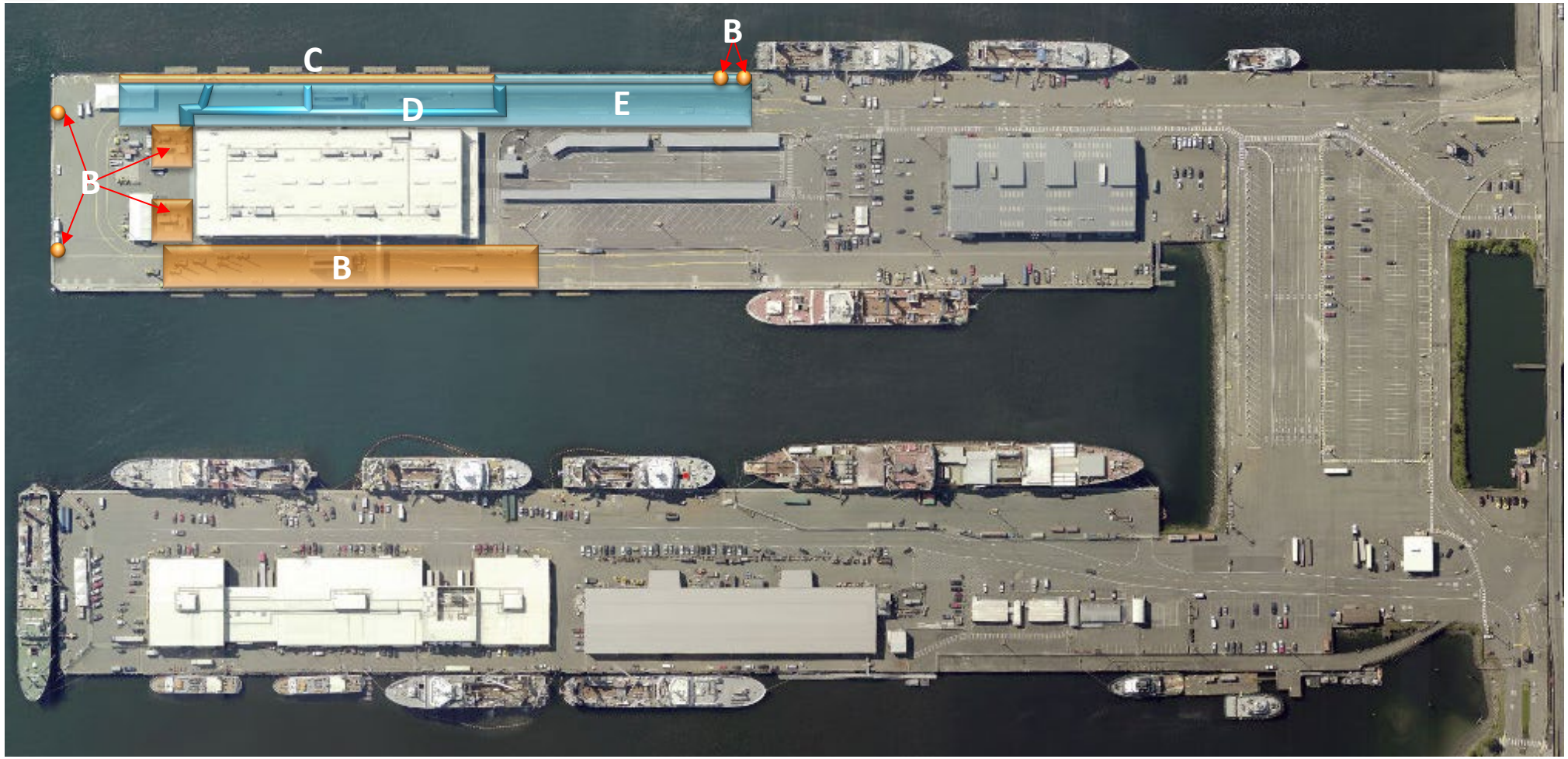
Details of Request

- The contract will now proceed with two (2) separate milestone scopes for which separate GMPs will be negotiated:
  - **Milestone 1 (2027)** - Currently in Construction
    - Completion of Pier 66 shore power extension
    - Completion of Pier 91 east berth shore power extension
    - Limited deck panel replacements
  - **Milestone 2 (2028) – Post validation design in today's request**
    - Completion of the Pier 91 west berth shore power extension
    - Full rehabilitation of Pier 91 west dock

    *Construction funding in future request

Pier 91 Milestone Scopes

Milestone 1 (2027)
Milestone 2 (2028)



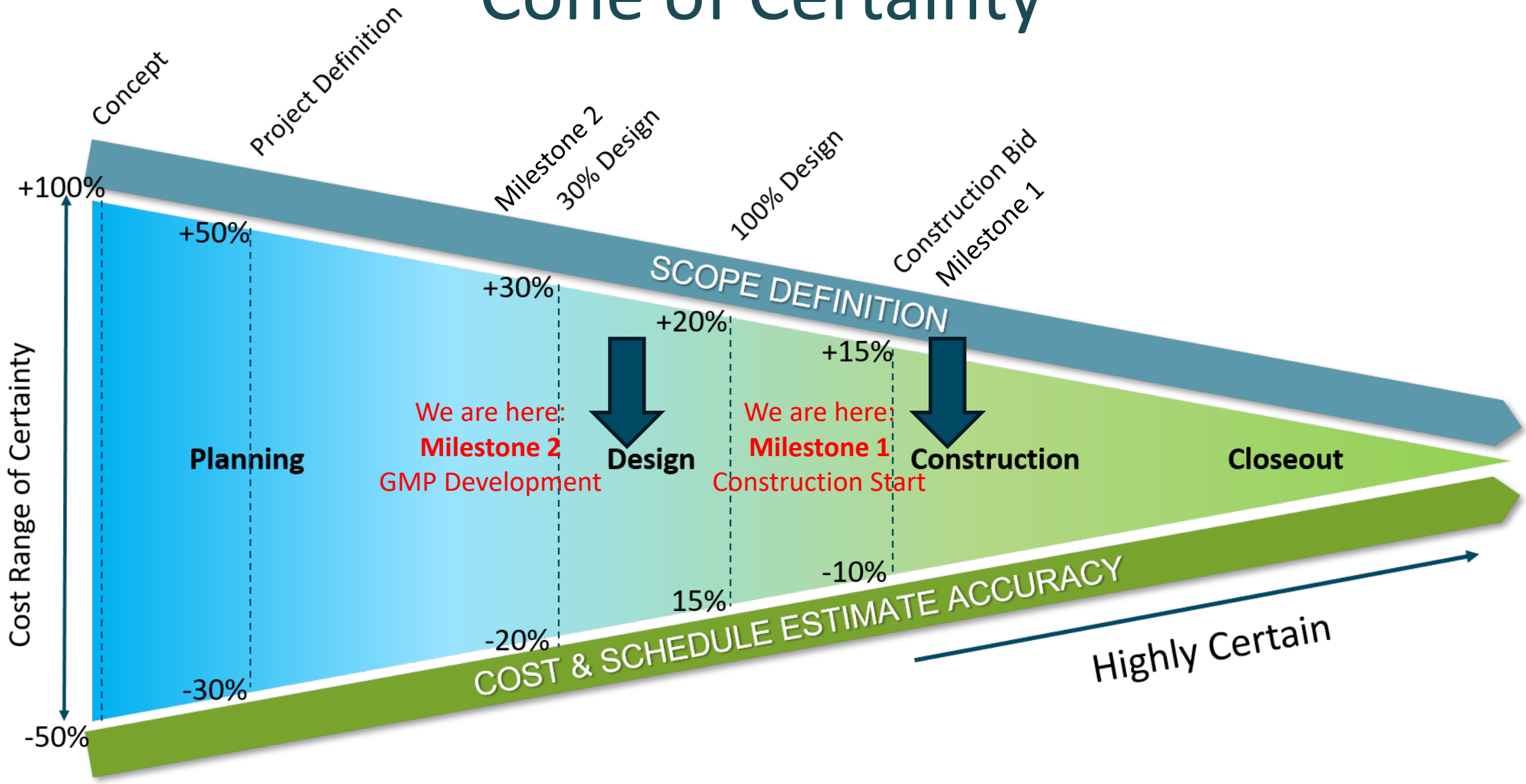
Estimated Cost Breakdown

	P66	T91 (Shore Power)	T91 (Dock Rehab)	Total	This Request
Milestone 1					
Planning through Validation	$ 830,000	$ 1,770,000		$ 2,600,000	
GMP Development	$ 1,200,000	$ 2,850,000	$ 950,000	$ 5,000,000	
Early Work Amendments	$ 700,000	$ 2,800,000	$ 1,700,000	$ 5,200,000	
Construction Final GMP	$ 13,074,000	$ 17,220,000	$ 17,870,000	$ 48,164,000	
Milestone 2 (Incl DU9202 rehab)					
Planning through Validation		$ 466,400	$ 1,166,000	$ 1,166,000	
GMP Development		**$ 1,100,000**	**$ 1,650,000**	**$ 2,750,000**	**$ 2,750,000**
Construction Final GMP (future)		$ 17,876,000	$ 25,724,000	$ 43,600,000	
Material Pre Procurements					
Watts (both sites, both milestones)	$ 1,000,000	$ 7,000,000		$ 8,000,000	
TOTAL	**$ 16,804,000**	**$ 51,082,400**	**$ 48,593,600**	**$ 116,480,000**	**$ 2,750,000**

Project Risks

RISKS	DESCRIPTION	PROBABILITY	IMPACT	MITIGATION
Constrained Schedule	Project schedule is highly constrained by regulated work windows	High	High	Utilize Progressive Design Build project delivery to accelerate timeline. Pre-purchase of long-lead items.
Seattle City Light Terminal 91 Operations Agreement	Existing operations agreement between cruise lines and SCL does not account for increased connections during peak power usage times during the week.	Med	High	Early engagement with SCL to do system impact study and begin negotiation of agreement terms for power delivery.
Supply chain uncertainty	Supply chain logistics could delay project delivery. Tariffs could impact ability to procure long-lead electrical equipment by 2027 and create uncertainty in pricing.	Med	High	Early execution of Watts contract to begin procurement of long-lead shore power equipment in advance.
Coordination with other projects at Terminal 91	There are many other projects scheduled on Pier 91 with similar timelines to the cruise shore power project: gangways, water line replacement, dock rehabilitation, west berth dredging.	High	Med	Identification of all on-going and upcoming construction work at Terminal 91. Requirement of logistics plan by PDB to account for constraints of other projects.
Tribal Concurrence	Constrained schedule requires some work during tribal fishing season. Concurrence received at T91 for current construction approach.	Low	High	Tribal consultation and negotiation. Adjustment to means and methods.

Cone of Certainty



Next Steps

- **Milestone 1 Construction Q4 2026 – Q2 2027**
- **Milestone 2 Validation and GMP development Q4 2026 – Q3 2027**
- Milestone 2 Commission Authorization Final design/Construction Q3 2027
- Milestone 2 Construction Q4 2027 – Q2 2028

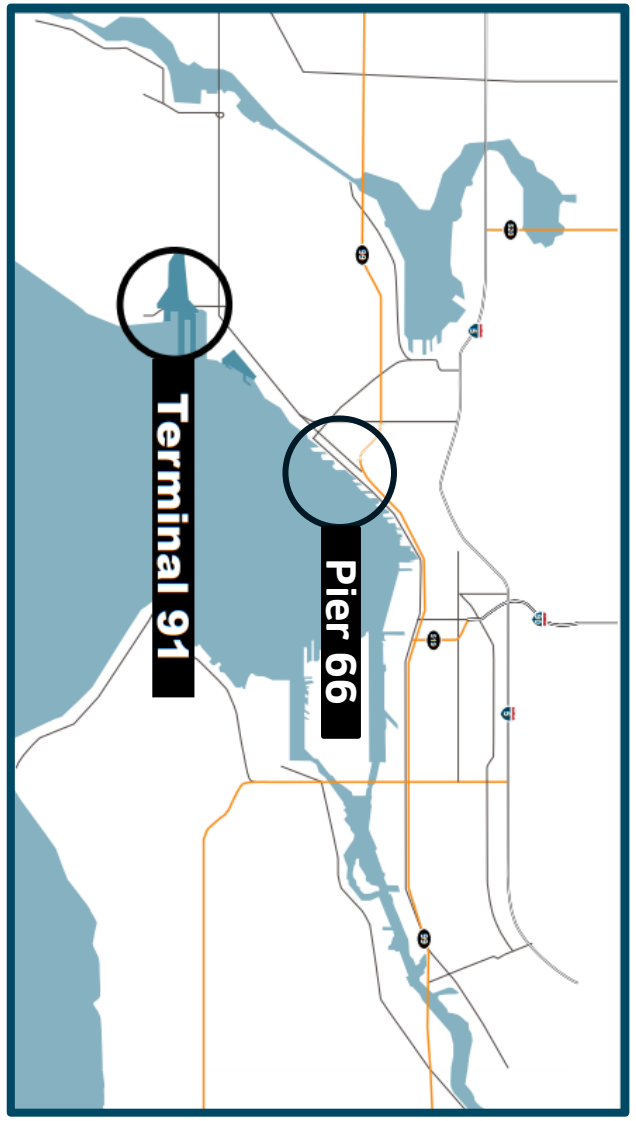


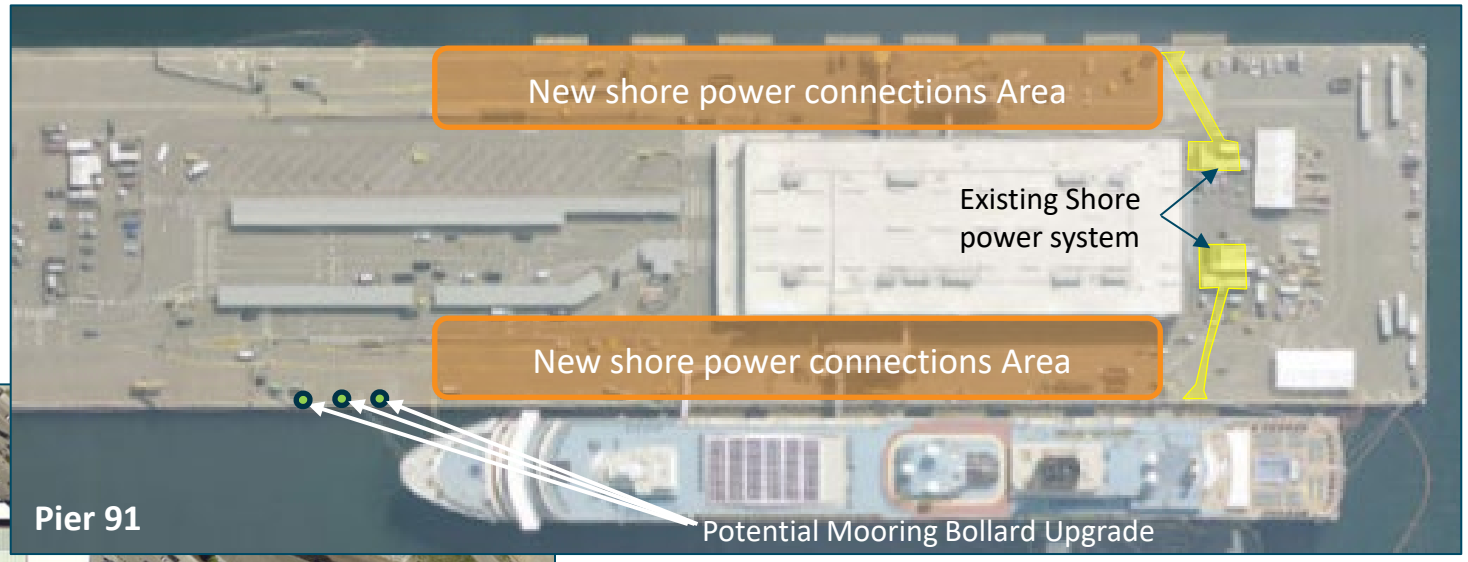


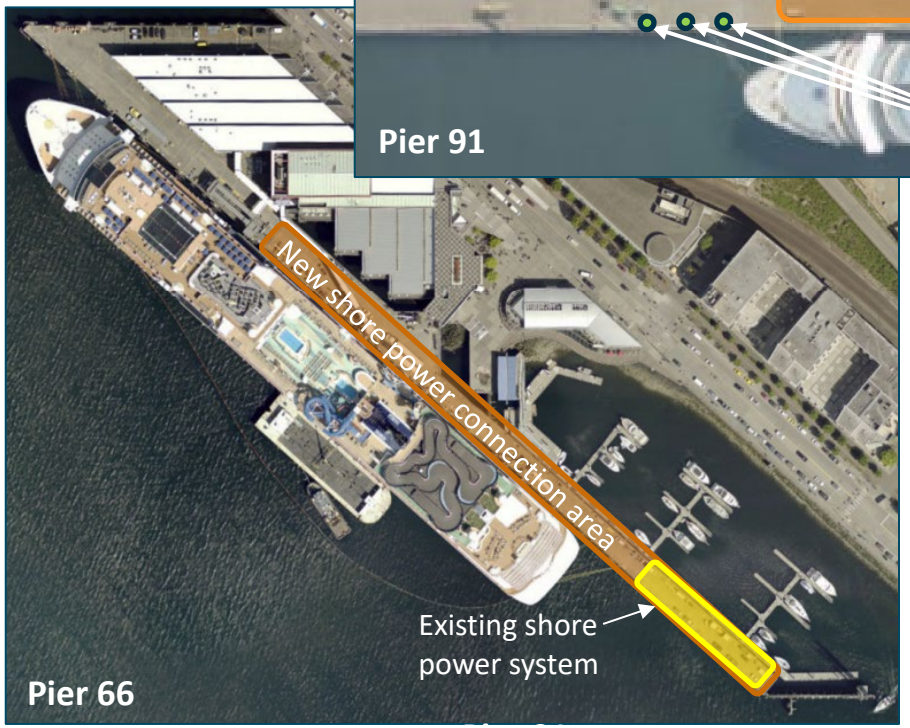

Questions?

Appendix

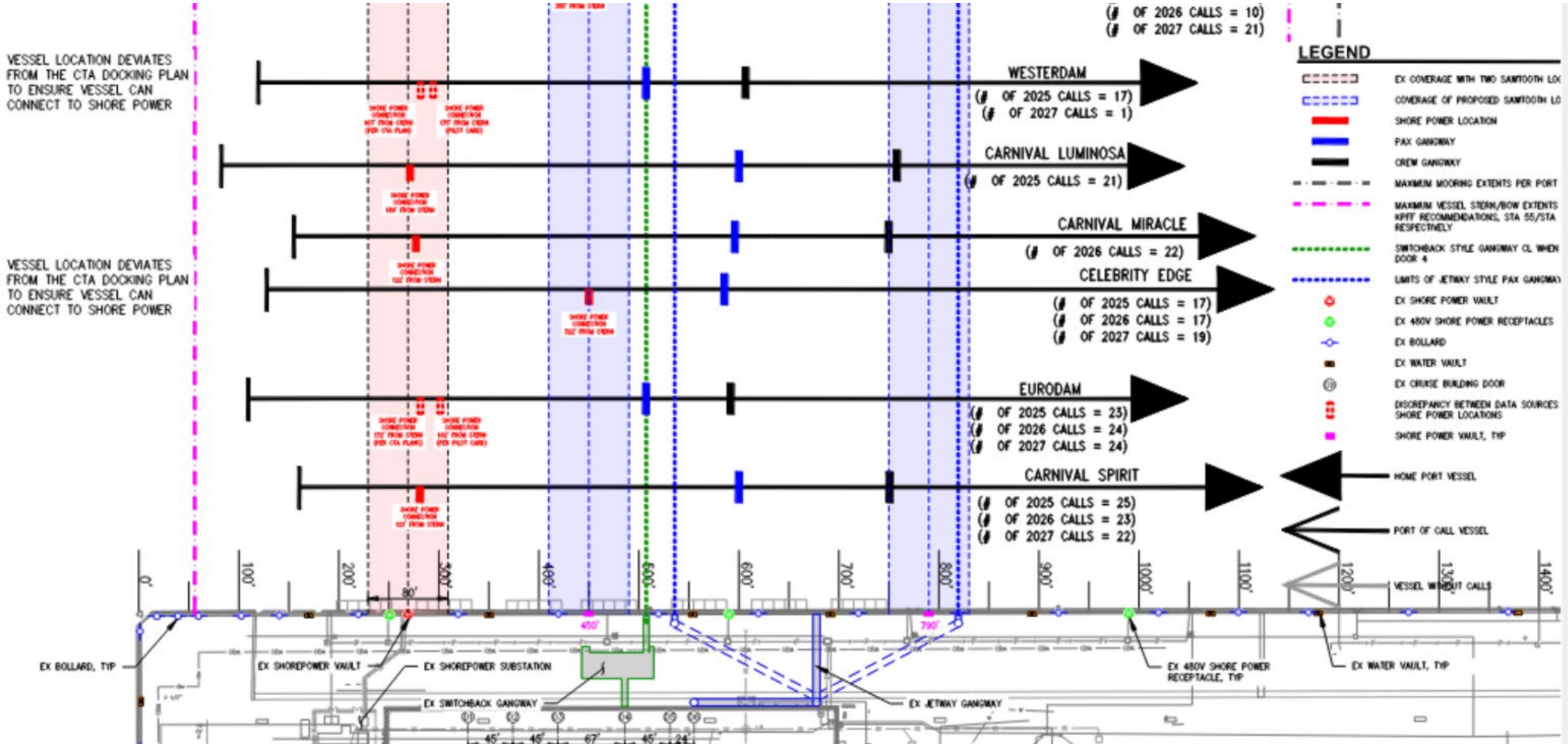
Project Areas – Pier 91/Pier 66







Example Terminal 91 Berthing Analysis



Example Terminal 91 Mooring Analysis

T91W - Quantum - 40% Pretension



8 lines bow, 8 lines stern

ARRANGEMENT PLAN

35 knot Wind at 60° True | 0.0 ft Sig Wave Height | 0.0 ft Sig Swell Height | Ref: 1700263 T91 Mooring
35 knot Current 270° True | Period 6.0 secs at 90° | Period 2.0 secs at 160° | Analysis for Time: 0700 Mar 01 2007

Movement of Vessel 2.10 (fwd) 0.70 (low) 0.1° (port) 0.00 (up) | Water Level 11.36 ft steady | Draft 27.9 ft | 0.1 Disequilibrium
at its Srbd Target 0.78 (fwd) 1.70 (low) -0.1° (stbd) 0.00 (up) | Bottom Clearance 18.5 ft | Trim 0.0 ft | after 75 iterations

Line	1	2	3	4	5	6	13	14	15	16	18	20	22	24	28	30
to Bollard/Hook	C	C	B	B	D	D	F	F	'G	'G	'F	'F	Q	Q	O	N
Pull-In (ft)	2.95	2.91	3.10	3.13	2.82	2.76	3.67	3.64	3.50	3.37	3.16	3.16	2.96	3.01	2.31	2.58
Total Line Length	111.2	107.5	138.6	141.5	80.3	75.4	149.7	145.9	129.2	119.0	104.7	108.2	96.7	95.0	142.1	231.6
Inline Motion (±)																
Winch Slippage																
Wave Direction	130°	130°	130°	130°	130°	130°	330°	330°	50°	50°	50°	50°	50°	50°	50°	55°
Tension (kips)	133S	135S	132S	132S	123S	125S	100S	99.5S	131S	125S	116S	113S	136S	124S	181S	146S
% of Strength	41%	42%	41%	41%	38%	39%	31%	31%	41%	39%	36%	35%	42%	38%	56%	45%

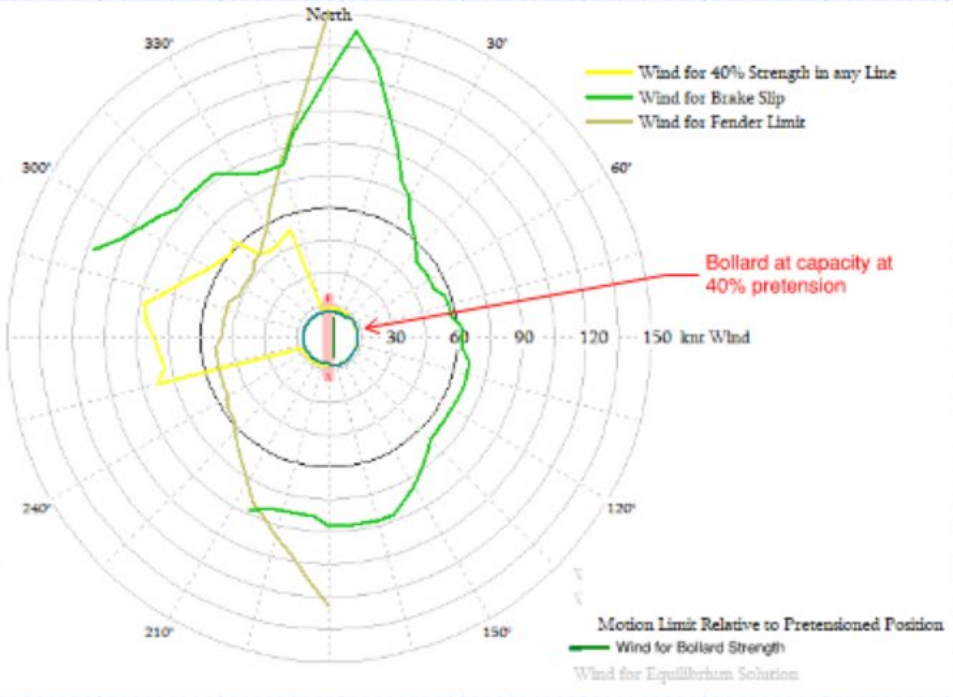
Auto-Calculation

Fender	aa	bb	cc	dd	ee	ff	gg
Thrust (kips)	51	259	260	262	271	279	287
Compression (ft)	0.30	1.70	1.70	1.73	1.81	1.89	1.96
Pressure (kips/ft²)	0.3	1.0	1.0	1.0	1.1	1.1	1.1

Bollard/Hook	B	C	D	F	N	O	Q	'F	'G
X-Force (kips)	-102.6	-78.5	-12.4	167.5	-139.7	-147.0	105.4	133.4	133.8
Y-Force (kips)	242.2	253.9	244.3	94.2	29.2	78.0	195.9	159.3	204.6
Other X-Load									
Other Y-Load									
Total Force	264.0	267.7	248.7	199.9	145.7	181.5	258.5	229.4	256.4
% Bollard Strength	120%	121%	113%	181%	66%	82%	117%	104%	117%
Direction in Plan	-23°	-17°	-3°	61°	-78°	-62°	28°	40°	33°
Bollard Uplift	23.3	32.1	45.0	54.8	29.2	72.3	131.7	97.1	77.1

MOORING RESULTS TABLES

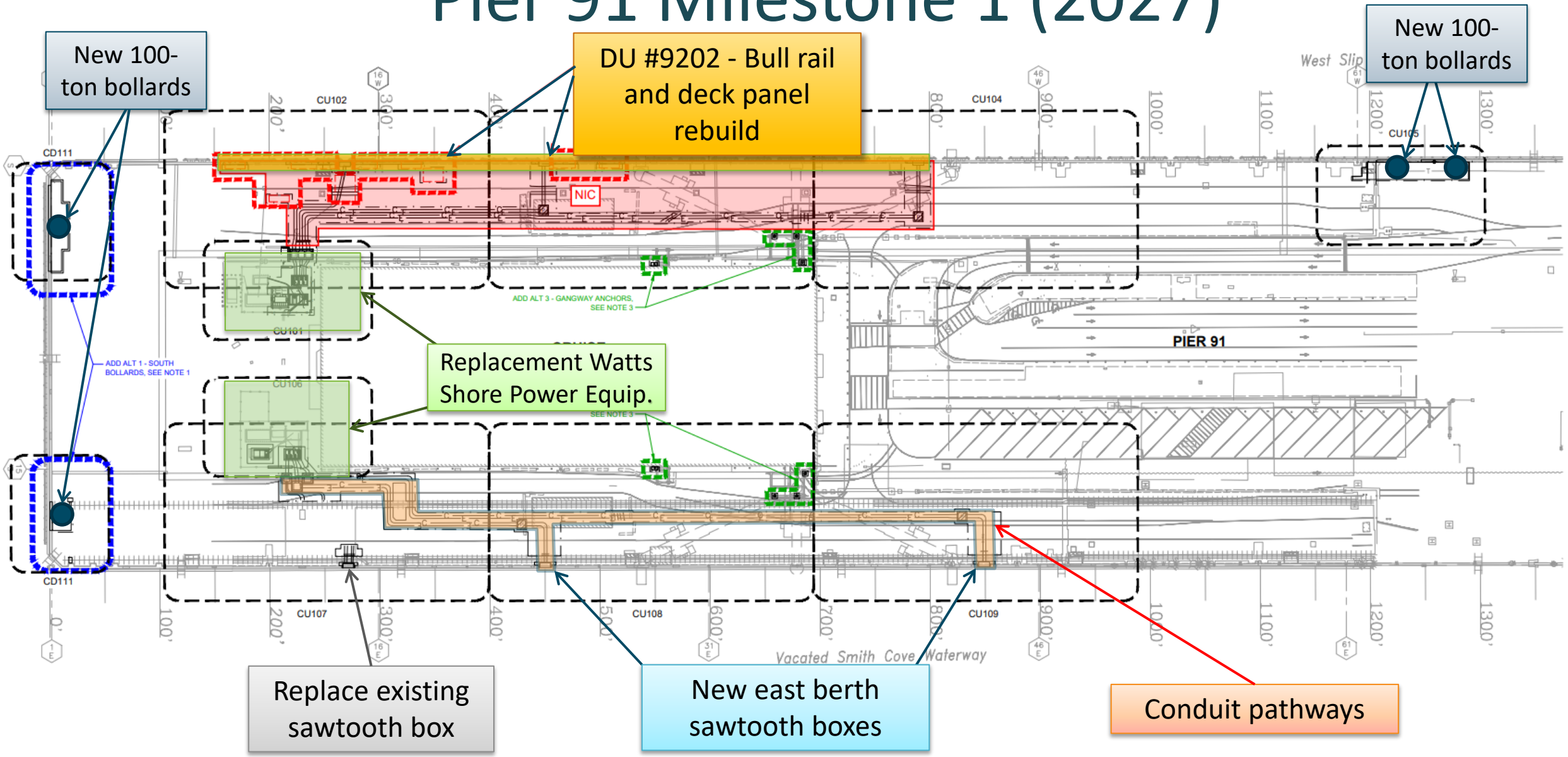
Analysis for Time: 0700 Mar 01 2007 (initialised at 0700 Mar 01 2007)
Ref: 1700263 T91 Mooring
Remarks: Remarks:
Water Level: 11.36 above datum
Draft: 27.9
Trim: 0.0



WIND CAPACITY ROSE

kpff 1601 Fifth Avenue, Seattle, WA 98101 kpff.com	POS T91 CRUISE SHORE POWER	PROJECT NO. 250049	REFERENCE SHEET
	40% PRETENSION OPTIMOOR RESULTS SUMMARY AT T91W - QUANTUM	DATE 10/29/2025	SHEET NO. 1
		BY CH	

Pier 91 Milestone 1 (2027)

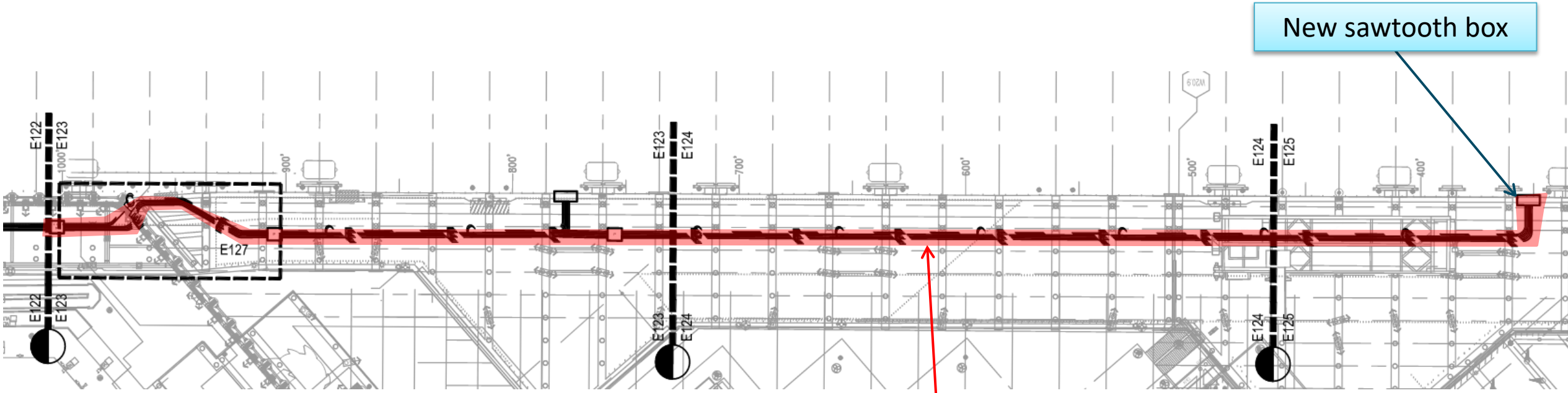


Pier 66 Milestone Scope

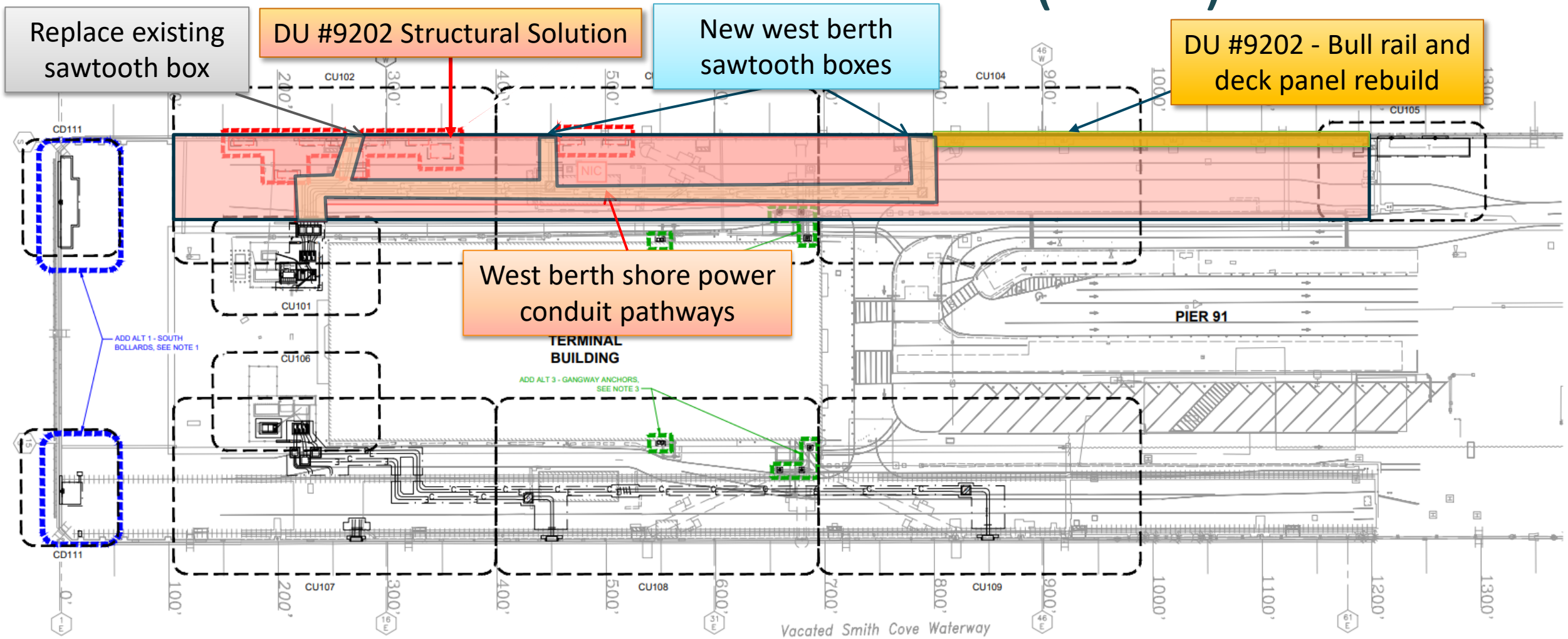
Milestone 1 (2027)



Pier 66 Milestone 1 (2027)



Pier 91 Milestone 2 (2028)



COMMISSION
AGENDA MEMORANDUM **Item No.** 10d

ACTION ITEM **Date of Meeting** November 17, 2026

DATE: November 2, 2025

TO: Stephen P. Metruck, Executive Director

FROM: Stephanie Jones Stebbins, Maritime Managing Director: Director, Marine Stormwater Utility
Sandra Kilroy, Sr. Director Environment and Sustainability
Sarah Ogier, Director, Maritime Environment & Sustainability
Kelly Zupan, Director, Seaport Finance & Budget
Jane Dewell, Sr. Manager Environmental Programs/Marine Stormwater Utility

SUBJECT: Adoption of 2027 Marine Stormwater Utility Rate

Amount of this request:	$0
Total estimated project cost:	$0

ACTION REQUESTED

Request Commission authorization for the Executive Director to set 2027 Marine Stormwater Utility rates with an 8.0% increase from 2026.

EXECUTIVE SUMMARY

The requested authorization will provide a 2027 rate structure to be adopted by the Marine Stormwater Utility (Utility), in support of Utility obligations to protect water quality, rehabilitate Port of Seattle (Port) stormwater assets, and support property managers and tenants in compliance with stormwater permit conditions. The proposed rate is an 8.0% increase from 2026. This rate increase will help ensure the Utility is able to fund regulatory requirements, asset rehabilitation projects including some limited capital improvements over the next five years, and meet target reserve balance by 2031.

JUSTIFICATION

The Stormwater Utility is a self-funded program responsible for maintaining Port Maritime property stormwater assets and supporting compliance with relevant local, state, and federal stormwater regulations. Cost for these services continues to increase with regional inflation and the increasing complexity in Washington State stormwater regulations. A rate increase at the proposed level of 8.0% allows the Utility to maintain and improve stormwater conveyance and water quality to meet the Port's Century Agenda environmental goals by:

1. Meeting or exceeding stormwater regulatory requirements.
2. Investing in streamlining processes, such as GIS mapping and maintenance and inspection coordination, to improve efficiency and reduce costs of meeting regulatory obligations.

3. Maintaining significant level of investment to rehabilitate, expand and support the performance of the stormwater system to protect water quality in the Puget Sound.

DETAILS

The Utility was formed in 2014 to enable the Port to provide services, facilities, systems, programs for surface water, stormwater management, and pollution control. The Utility collects stormwater fees from all properties within the Port and reinvests that income into maintaining and upgrading the stormwater infrastructure. Ratepayers include the Port of Seattle, Northwest Seaport Alliance (NWSA), and tenants. Prior to creating the Utility, stormwater fees were paid by the Port and its tenants to the City of Seattle (City) and were primarily used to address City priorities and not necessarily the priority stormwater needs at Port facilities. With the establishment of a Port Utility, we have realized an increased investment and attention to Port property stormwater assets and management, including innovative stormwater treatment systems and aligning investments with sustainability and equity goals. Benefits of Utility work include water quality protection in the Puget Sound as well as stormwater infrastructure that better supports Port tenants' stormwater investments.

The Utility rates apply to all Port-owned maritime (non-aviation) property, which includes land managed by the NWSA. Tenants pay stormwater fees based on the area of their leaseholds and what percent of their area is hardscape (impervious) surface. The stormwater fees for the remaining unleased land at a facility are paid by the operating business. The operating business is either the NWSA or the specific Port business (Real Estate Portfolio, Maritime Operations, Cruise, etc.) that oversees the unleased property. Rates are set to recover the cost of Utility operation and maintenance and support future limited capital improvements. In addition to funding current operations, maintenance and capital projects, Port policy recommends that the Utility maintain a reserve fund equivalent to six months of operating expenses. In recent years due to budget constraints, the reserve fund has not been fully funded. Consequently, in addition, to this 2027 rate proposal, the Maritime Finance Department has developed a five-year plan for rebuilding the reserve fund and ultimately maintaining a positive balance in the fund.

The City's stormwater utility rates, reflected in the City 2025-2030 Strategic Plan Update (approved September 3, 2024), continue to be on average 15% to 18% higher than the Port's stormwater rates.

The Port's Stormwater Utility rates are approved annually by the Commission. The Utility's internal Rate Advisory Committee reviews rate recommendations prior to advancing recommendations for Commission consideration and approval. An 8.0% increase is recommended in 2027. This rate will ensure the Utility budget is sufficient to address stormwater regulatory obligations, some asset improvement projects and contribute towards the Utility's reserve fund.

The 2026 Utility rates and proposed 2027 rates with an 8.0% increase are shown in the table below.

Utility Rate Category	2026	Proposed 2027
(based on % impervious surface)	*($ per 1,000 square feet)*	
Undeveloped (0-15%)		
Regular	$55.34	*$59.76*
Low Impact	$32.40	*$34.99*
Light (16-35%)		
Regular	$85.57	*$92.41*
Low Impact	$67.30	*$72.69*
Medium (36-65%)		
Regular	$124.28	*$134.23*
Low Impact	$99.97	*$107.97*
Heavy (66-85%)	$166.75	*$180.09*
Very Heavy (86-100%)	$197.24	*$213.02*

Impact on Rate Payers

The forecasted Utility revenue for 2026 is approximately $9.1 million, and therefore every 1% rate change is about $91,000. The added revenue generated from an 8.0% increase is approximately $728,000, providing for an estimated total collection of $9.81 million for 2027. With an 8.0% rate increase, the impact on two hypothetical tenants is provided below:

- A commercial tenant would have a $2.16 monthly increase on a $27.00 bill, for $29.16 per month in 2027.
- An industrial tenant would have a $2,017.60 monthly increase on a $25,220 bill, for $27,237.60 per month in 2027.

Revenue Collection Distribution

Revenue is collected from all Port properties including leased areas, non-tenant areas used by Port business units and areas licensed to NWSA. In 2026, approximately 65% of Utility revenue was from tenant leased properties, both Port and NWSA; 17% from NWSA-licensed non-tenant properties; and the remaining 18% from Port non-tenant properties.

Utility History

The Utility completed a full system assessment to obtain baseline conditions of the existing stormwater infrastructure at the end of 2019. As of mid-2026, over 86 urgent repairs of stormwater infrastructure have been completed since 2016, reducing hazards including flooding and allowing the conveyance system to function properly, which benefits overall water quality. Twenty-eight tide gates have been installed, preventing the flow of tidal waters into the conveyance system and saltwater intrusion that could damage water quality treatment systems; this is both a safety and an infrastructure improvement.

In 2021, the Utility completed its first five-year strategic plan, which included feedback from Port, NWSA, and external tenant stakeholders. In early 2026, staff completed an updated strategic

plan for 2026 to 2030, with a focus on resilient infrastructure, exceptional value, sustainability, climate change and resiliency, and equity, diversity and inclusion.

Accomplishments in 2026

Other accomplishments this year include the following:

1) The Utility team, including Marine Maintenance staff, collaborated on the following accomplishments:
   a) Continued to exceed stormwater regulatory requirements, including increased frequency of sweeping roads and common areas, and installing and maintaining innovative stormwater treatment to reduce contaminated stormwater reaching state waterways.
   b) Met the 2035 Century Agenda goal of 75% stormwater system rehabilitation in 2025. Maintaining this level of asset condition into the future is a top priority that supports improved water quality for the region.
   c) Used asset condition data from CCTV inspections and GIS mapping to identify, prioritize, and phase asset repair and replacement projects.
   d) Initiated a study to develop a benchmark for the Utility, considering other regional Ports and municipalities, and to evaluate rate reductions and credit programs that may be implemented by the Utility.
   e) Collaborated with Port and regional climate change and resilience planning and research to provide expertise on stormwater infrastructure and forecast impacts.
   f) Continued to follow guidance from the Port's Executive Director for "resource conscious" budgeting, and plan for financial uncertainty associated with regional trade impacts, high regional inflation, and global conflict.
2) Utility funded and completed Capital Projects:
   a) Maritime Industrial Center Storm Drainage Improvements – completed 2025.
   b) Terminal 91 Berths 6&8 Water Quality Improvements – completed 2025.
   c) 100% design for the Terminal 106 S Nevada Street Storm Drainage Improvement project - slated for construction in Q4 2026.
   d) Shilshole Bay Marina Stormwater Vault Retrofits –construction completed in October 2026.
   e) Terminal 91 Elliott Bay Trail Storm Drainage Improvements – completed 90% design in 2026, slated for construction in Q1 2027.
3) Continued strong partnerships with Waterfront Development Office, Port Construction Services, Environmental Permitting, Engineering and Marine Maintenance to support comprehensive capital project review and asset rehabilitation, including detailed construction plan reviews and targeted training on stormwater regulations and assets.

Scope of Work

Stormwater Utility funds can only be used toward the Port's maritime stormwater infrastructure and regulatory programs. As an independent utility, it is critical to maintain a six-month reserve fund balance. For the last three years, the Utility fell short of maintaining the target six-month

reserve fund balance. The Utility cash balance as of September 30, 2026, was $2.158M with a projected end-of-year fund balance of $1.40M. The 2026 operating expenses exceeded revenue by $0.386M and the resulting shortfall will be covered by the reserve fund balance. The 2027 estimated budget of $10.334M will be allocated as follows: $5.019M for maintenance and expense work, $2.369M in SWU administration, $2.011M for other expenses, and $0.935M in capital. The projected 2027 revenue with the 8.0% rate change is approximately $9.813M. With this rate, the Utility will need to tap into reserve funds to cover expenses but has developed a plan for fully meeting the target reserve in 2031.

The 2027 projected expense and capital budget will fund necessary stormwater management items including:

1) Perform system assessments to monitor known conditions, maintain the 75% rehabilitation goal system-wide, and be proactive in asset management.
2) Support capital projects including completing green stormwater infrastructure retrofits at Shilshole Bay Marina, drainage improvements and removal of contaminated soil along Elliott Bay pedestrian and bike trail, and purchasing a new plumber van to replace one that is over 25 years old.
3) Repair damaged stormwater pipes and infrastructure, prioritizing high-use industrial properties.
4) Perform required regulatory stormwater management activities such as catch basin inspections and sweeping.
5) Perform additional stormwater management activities that enhance water quality protection, such as dock cleaning and plaza washing.
6) Evaluate and implement green and innovative stormwater treatment systems.
7) Apply scoring matrix including equity, diversity and inclusion considerations to prioritize infrastructure work.
8) Implement year two of the updated strategic plan.
9) Participate in Port-wide planning and research for in-depth climate change/resilience study that includes stormwater infrastructure.
10) Complete the current capital program portfolio including pipe rehabilitation and drainage improvements.
11) Cover operational and administrative expenses including staff costs, utility taxes and Port allocations.

Rate Criteria: The following criteria were used in considering the proposed 2027 rate:

1) Maintain adequate budget to meet or exceed stormwater regulatory requirements, the Port's Environmental Long-Range Plan, and Utility Charter responsibilities including rehabilitation of stormwater infrastructure.
2) Continue adequate funding to maintain and improve a high-functioning stormwater system at 75% level to benefit Puget Sound water quality.
3) Fund the six-month reserve for operating expenses, consistent with financial prudence based on Port policy and best practices.

4) Maintain a consistent rate increase over the five-year projection, striving for a smooth rate profile to avoid future steep rate hikes and maintain stable funding for the program.
5) Maintain stormwater utility rates below the City of Seattle stormwater rates.

Although continued economic pressures and uncertainties have forced a Utility rate increase for 2027, the preferred alternative at 8.0% is lower than the 2026 increase of 10.0%. The Utility fund balance has dropped below the six-month fund reserve for the past three years due to economic pressures and past depressed rate increases. The low fund balance conflicts with rate criteria the Utility has followed since 2016. These pressures, listed below, were accounted for when developing the rate proposal alternatives:

1) During the COVID-19 pandemic (2021-2023), the Utility adopted lower rates of 3.0% and 4.6% to reduce the financial burden to tenants, NWSA, and Port business units, which resulted in reduced revenue and rates below inflation.
2) As of August 2026, the consumer price index (CPI) for the Seattle area was an overall increase of 4.4% (12-month period). The Mortenson Construction index, a measure that tracks non-residential construction costs in Seattle, increased by 3.5% between Q3 2025 and Q3 2026.
3) City of Seattle Use Tax is 12% per the Utility interlocal agreement with the City, signed in November 2016. The Port of Seattle's Utility is the only utility to pay this tax.
4) The City of Seattle Business & Occupation tax increased from 1.8% to 2.1% in 2025 and a 0.5% surcharge when revenue is over $250 million. The Utility pays this tax to the City of Seattle.
5) Rising labor costs and adjustments for Port employees in 2025 and 2026 averaged 3.9% increase in cost-of-living and pay-for-performance for non-exempt staff. As part of the Port's Work History Compensation project, salaries for non-represented positions increased for approximately 50% of staff with an average increase of 9.6% to payroll expenses in 2024.
6) Federal Administration tariffs on imports initiated in 2025 continue to increase costs for construction materials, including petroleum fuels.

Reductions to Marine Maintenance budget in 2026 and continued for 2027, and Capital Program plan adjustments to delay or phase improvement projects, were made to meet Port Central Services Budget Guidelines and reflect other internal and external pressures on the Utility.

Schedule

The Utility Rate Advisory Committee reviewed and validated the rate recommendation in October 2026. If approved by the Commission, the 2027 rates will be adopted by the Utility effective January 1, 2027. The Utility notifies tenants in December of the upcoming rate change following adoption. Tenants can dispute billing fees by contacting Utility staff, and a decision will be made within 60 days of receipt of the dispute.

ALTERNATIVES AND IMPLICATIONS CONSIDERED

Alternative 1 – Increase rates by 8.0% during the 2027 to 2031 plan period

Cost Implications: Projected revenue in 2027 will be $9.813M

Pros:

1) Lower financial impact on tenants, NWSA and Port business units than the other alternatives.

Cons:

1) Funds fall below the six-month reserve balance beyond 2031.
2) To rectify low fund balance, a higher rate increase in future may be necessary to fund critical capital investments to meet Century Agenda goals and exceed regulatory requirements.
3) There is potential need to constrain essential maintenance functions and urgent repairs.

This is not the recommended alternative.

Alternative 2 – Increase rates by 9.0% during the 2027 to 2031 plan period

Cost Implications: Projected revenue in 2027 will be $9.903M

Pros:

1) Builds a greater fund balance to support unexpected repairs and future planned capital projects in next five years as compared to the recommended alternative.
2) Funds critical capital investments to meet Century Agenda goals and exceed regulatory requirements.
3) Achieves 111% of the six-month fund balance in 2031.

Cons:

1) Higher financial impact on tenants, NWSA and Port business units than alternative 1 and the preferred alternative.

This is not the recommended alternative.

Alternative 3 – Increase rates by 10.0% during the 2027 to 2031 plan period

Cost Implications: Projected revenue in 2027 will be $9.994M

Pros:

1) Builds a greater fund balance to support unexpected repairs and future planned capital projects in next five years as compared to the recommended alternative.
2) Funds critical capital investments to meet Century Agenda goals and exceed regulatory requirements.
3) Achieves 144% of the six-month reserve balance in 2031.

Cons:

1) Higher financial impact on tenants, NWSA and Port business units than all other alternatives.

This is not the recommended alternative.

Alternative 4 – Increase rates by 8.0% in 2027 and 9.0% between 2028 to 2031

Cost Implications: Projected revenue in 2027 will be $9.813M

Pros:

1) Builds a greater fund balance to support unexpected repairs and future planned capital projects in next five years as compared to alternative 1.
2) Funds critical capital investments to meet Century Agenda goals and exceed regulatory requirements.
3) Lower financial impact on tenants, NWSA and Port business units than the other alternatives except alternative 1.
4) Achieves 101% of the six-month reserve balance in 2031.

Cons:

1) Higher financial impact on tenants, NWSA and Port business units than alternative 1.
2) Raises less revenue for future capital program than alternatives 2 and 3.

This is the recommended alternative.

FINANCIAL IMPLICATIONS

All revenue collected by the Utility is separate from the Port's general funds and must be spent on or for the benefit of the Port stormwater program. The proposed rate increase has several positive implications including:

1) Maintain funding for critical stormwater infrastructure improvements,
2) Support a six-month fund reserve by 2031, following sound fiscal policy consistent with standard Port procedure, and
3) Reduce operating costs funded by Port business units and tenants by funding stormwater-related maintenance activities.

ADDITIONAL BACKGROUND

The Utility maintains a separate accounting fund, known as the stormwater utility fund, to conduct all business. This fund is separate from the Port general funds and cannot be used for any purpose other than administering, operating, maintaining, and improving the Port's stormwater system. The Utility may borrow money from Port funds as needed, provided that such funds are paid back in full to the originating funds.

ATTACHMENTS TO THIS REQUEST

(1) Presentation slides

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

November 11, 2025 – The Commission approved Marine Stormwater Utility Rates for 2026
November 12, 2024 – The Commission approved Marine Stormwater Utility Rates for 2025
November 14, 2023 – The Commission approved Marine Stormwater Utility Rates for 2024
October 25, 2022 – The Commission approved Marine Stormwater Utility Rates for 2023
September 14, 2021 – The Commission approved Marine Stormwater Utility Rates for 2022
October 27, 2020 – The Commission approved Marine Stormwater Utility Rates for 2021
October 8, 2019 – The Commission approved Marine Stormwater Utility Rates for 2020
October 9, 2018 – The Commission approved Marine Stormwater Utility Rates for 2019
November 14, 2017 – The Commission approved Marine Stormwater Utility Rates for 2018
November 18, 2014 – Commission approved Resolution No. 3696, as amended, Authorizing Stormwater Utility Formation, included utility rates for 2015 through 2017

Marine Stormwater Utility 2027 Rate Adoption

November 17, 2026

Sarah Ogier, Director, Maritime Environment & Sustainability
Jane Dewell, Senior Manager, Marine Stormwater Utility

Port of Seattle®

Action Requested

- Request Commission authorization of 8.0% rate increase in 2027 to fund Marine Stormwater Utility (Utility)
- Funding Criteria
  - Maintain adequate budget to meet Port's Long-range Plan and Utility Charter responsibilities
  - Continue investment to maintain and improve a high functioning stormwater system to protect water quality
  - Support a 6-month fund reserve consistent with Port policy and best practices
  - Maintain predictable rate over a 5-year projection



Utility Pipe Repair Work Adjacent to the MInC Project

2026 Accomplishments

- Guiding principles in Century Agenda
  - Met system rehabilitation goal of 75% in 2025 versus 2035
  - Continue to meet or exceed agency permit requirements for stormwater leaving Port-owned or operated facilities
  - Increased sweeping, inspections, spill response, and tenant outreach
- Benchmarking of Utility rates and financial best practices
- Completed 1,400+ Marine Maintenance work orders annually
  - Regulatory requirements
  - Proactive and data-driven asset management
- Managed Utility Capital Program
  - Completed a full pipe replacement at Terminal 46
  - Provided design guidance and review all maritime projects with stormwater components



Pipe repair work at Terminal 46



Ponding at Terminal 106 South Nevada St

Financial Goals & Objectives

Top Priorities:

- Sustain 75% rehabilitated system and meet water quality objectives
- Maintain rates below City stormwater utility rates
- Rebuild 6-month reserve fund balance by 2031
- Fund limited 5-year capital improvement plan



Stormwater Improvements at the Maritime Industrial Center

Stormwater Utility Operating Budget

$ in 000's	2025 Actual	2026 Approved Budget	2027 Proposed Budget
Revenue	**8,407**	**9,093**	**9,813**
Expenses			
SWU	1,923	2,372	2,369
Maintenance	4,429	5,185	5,019
Other	1,869	1,941	2,011
Total Expense	**8,221**	**9,498**	**9,399**
Capital Program	1,489	1,511	935
Total Expense & Capital	**9,710**	**11,009**	**10,334**
Annual Revenue – Total Budget	**(1,303)**	**(1,916)**	**(521)**
Fund Balance (end of year)	**2,717** **65%**	**1,400** **29%**	**1,256** **28%**

Notes:

- *2027 budget proposal based on 8.0% rate increase*
- *2027 expense budget down 1% from 2026*
- *The Utility has not fully funded 6-month reserves or capital for last 3 years*

2027-2031 Rate Scenarios

Alternative	Rate Increase	O&M Reserve	Comments
1 - Not preferred	8.0%, 2027-2031	Will reach 79% in 2031	Under this alternative there is insufficient revenue to cover O&M cost increases and CIP through 2031. Six-month fund balance not met by end of 2031. Not preferred.
2 - Not preferred	9.0%, 2027-2031	Will reach 111% in 2031	Meets O&M reserve and CIP goals with $4.89M 5-year capital and $0.602M in additional funds in 2031. Not preferred due to higher cost impacts on tenants and NWSA.
3 - Not preferred	10.0%, 2027-2031	Will reach 144% in 2031	Meets O&M reserve and CIP goals with $4.89M 5-year capital and $2.393M in additional funds in 2031. Not preferred due to higher cost impacts on tenants and NWSA.
4 - Preferred	8.0%, 2027 9.0%, 2028-2031	Will reach 101% in 2031	Meets O&M reserve and CIP goals with $4.89M 5-year capital and $0.045M in additional funds in 2031. Lower cost impact on tenants and NWSA than other alternatives except alternative 1.

Note: Target O&M reserve for 2031 is $5.467M

Current City & Port Rate Comparison

Port rate is 15-18% lower for industrial properties compared to City

Stormwater Rate Category	City 2026*	Port 2026*	City Rate % Higher than Port
Undeveloped (0 – 15% Impervious)	$54.23-70.91	$55.34	-2 to 118.9%
Light (16 – 35% Impervious)	$97.01	$85.57	13.4%
Medium (36 – 65% Impervious)	$129.37-152.60	$124.28	4.1 to 52.6%
Heavy (66 – 85% Impervious)	$192.45	$166.75	15.4%
Very Heavy (86 – 100% Impervious)	$232.15	$197.24	17.7%

Note: In 2025, City of Seattle revised rate categories for 0-65% impervious surfaces, and categories no longer directly align with the Port's rate categories. City categories for 66-100% impervious surfaces continue to be consistent with the Port's allowing for direct comparison of rates. These two categories (Heavy and Very Heavy) also reflect most Port properties.

**Rates are shown as $ per 1,000 sq ft*

Request Adoption of 2026 Rate

Questions?

