



Port of Seattle Regular Commission Meeting

June 9, 2026



COMMISSION REGULAR MEETING AGENDA

June 9, 2026

To be held virtually via MS Teams and in person at Port of Seattle Headquarters Building, Commission Chambers, located at 2711 Alaskan Way, Seattle Washington. 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 542 707 653#

ORDER OF BUSINESS

10:30 a.m.

1. CALL TO ORDER

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

▶ 12:00 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 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.

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, June 9, 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 Regular Meeting Minutes of May 26, 2026. **(no enclosure)**

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

8c. Authorization for the Executive Director to Increase the Contract Capacity of the Existing Service Contract C-00321522 for Grease Interceptor and Sewer Waste Pumping and Cleaning at Seattle-Tacoma International Airport Locations by \$1,000,000 for Services from November 2026 through November 2028 and to Procure a New Portwide Sewer Waste Pumping and Sewer Cleaning Contract with \$3,000,000 in Contract Capacity. **(memo enclosed)**

8d. Authorization for the Executive Director to Execute Up to One Indefinite Delivery, Indefinite Quantity Consultant Agreement for Services Related to Construction Safety Services with a Cumulative Total Requested Amount Not-to-Exceed \$4,000,000 to Provide Engineering Construction Management Teams with Support Needed to Meet Project Requirements Supporting the Port's Century Agenda, Tenant, Terminal, Small Works and Major Construction Projects Portwide. **(memo enclosed)**

8e. Authorization for the Executive Director to Proceed with the Lease Revenue Management System Replacement Project; to Execute Contract(s) for Software, Vendor Services and Up to Ten Years of Support and License Fees; and to Use Port Staff for Implementation, in the Requested Amount of \$840,000 and Ten-Year Contract Authorization of \$3,560,000. (CIP# C801384) **(memo enclosed)**

8f. Authorization for the Executive Director to Prepare Design, Procurement, and Construction Bid Documents for the Variable Frequency Drives Replacement Phase 3 Project and to Utilize Port of Seattle Crews to Support Design and Pre-Construction Activities in the Requested Amount of \$5,050,000, for a Total Estimated Project Cost Not-to-Exceed \$15,100,000. (CIP# C802004) **(memo and presentation enclosed)**

8g. Authorization for the Executive Director to Execute a New Collective Bargaining Agreement Between the Port of Seattle and the International Brotherhood of Teamsters, Local 763, Representing Police Commanders at the Port of Seattle Police Department Covering the Period from January 1, 2026, through December 31, 2028. **(memo and agreement enclosed)**

8h. Authorization for the Executive Director to Enter Into an Interlocal Agreement with King County for For-Hire Transportation Regulatory Services for a One-Year Term with Year-to-Year Automatic Renewal Unless Terminated. **(memo and agreement enclosed)**

10. NEW BUSINESS

10a. Introduction of Resolution Nos. 3849 and 3850: Issuance and Sale of Intermediate Lien Revenue Refunding Bonds in the Aggregate Principal Amount of Not-to-Exceed \$250,000,000 and Issuance and Sale of First Lien Revenue Refunding Bonds in the Aggregate Principal Amount of Not-to-Exceed \$70,000,000. **(memo, resolution 1, resolution 2, and presentation enclosed)**

10a-1. Resolution No. 3849: A Resolution of the Port Commission of the Port of Seattle authorizing the issuance and sale of Intermediate Lien Revenue Refunding Bonds, Series 2026 in the aggregate principal amount of not to exceed \$250,000,000 (the “2026 Intermediate Lien Bonds”), for the purpose of refunding the Port’s Intermediate Lien Revenue Bonds, Series 2015C (the “2015C Bonds”) and the Port’s Intermediate Lien Revenue Refunding Bonds, Series 2016 (the “2016 Bonds”).

10a-2. Resolution No. 3850: A Resolution of the Port Commission of the Port of Seattle authorizing the issuance and sale of First Lien Revenue Refunding Bonds, Series 2026 in the aggregate principal amount of not to exceed \$70,000,000 (the “2026 First Lien Bonds”), for the purpose of refunding the Port’s First Lien Revenue Refunding Bonds, Series 2016B (the “2016B Bonds”).

11. PRESENTATIONS AND STAFF REPORTS

11a. Duwamish Valley Community Equity Program and 3-Year Strategic Plan Briefing.
(memo, attachment, and presentation enclosed)

11b. SEA Stakeholder Advisory Round Table (StART) Annual Report.
(memo, summary, and presentation enclosed)

11c. 2026 State Legislative Session Review. **(memo and presentation enclosed)**

12. QUESTIONS on REFERRAL to COMMITTEE and CLOSING COMMENTS**13. ADJOURNMENT**



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APPROVED MINUTES COMMISSION REGULAR MEETING

May 26, 2026

The Port of Seattle Commission met in a regular meeting Tuesday, May 26, 2026. The meeting was held at the Seattle-Tacoma International Airport Conference Center, located at 17801 International Blvd, Seattle Washington, and virtually on Microsoft Teams. All Commissioners were in attendance.

1. CALL to ORDER

The meeting was convened at 10:31 a.m. by Commission Vice-President Fred Felleman.

2. EXECUTIVE SESSION pursuant to RCW 42.30.110

The public meeting recessed into executive session to discuss one item regarding Litigation/Potential Litigation/Legal Risk per RCW 42.30.110(1)(i) for approximately 45 minutes, with the intention of reconvening the public session at 12:00 p.m. Commissioner Calkins was absent from the Executive Session. Following the executive session, the public meeting reconvened at 12:05 p.m. Commission President Ryan Calkins led the flag salute.

3. APPROVAL of the AGENDA

The agenda was approved, as presented.

4. SPECIAL ORDERS OF THE DAY

There were no Special Orders of the Day presented.

5. EXECUTIVE DIRECTOR'S REPORT

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

6. COMMITTEE REPORTS

Committee Strategic Advisor Erica Chung provided a second review of the April committee reports.

7. PUBLIC COMMENT

- The following people spoke regarding the Sustainable Airport Master Plan (SAMP) State Environmental Policy Act (SEPA) draft Environmental Impact Statement (DEIS) comment period and requested it be extended to allow for additional time to review the document: Joe Vinson, SeaTac City Councilmember (written comments also submitted); Brian Davis (also spoke in opposition to the 65 DNL level); Jeff Harbaugh; Karen Veloria, Burien Airport Committee; Lynda Wong, STACC4J (written comments also submitted); Sameth Mell, STACC4J; Barbara McMichael, Defenders of Highline Forest (also requesting the sale of N. SeaTac Park to the city of SeaTac); Sarah Moore; and Susan Fedore (also requesting the sale of N. SeaTac Park to the city of SeaTac).
- The following people spoke in support of the SAMP projects and benefits, including: Randy Fiertz, SEA Airlines Airport Affairs Committee; Kelly Coughlin, SnoValley Regional Chamber; MacKenzie Chase, Expedia Group; Ben Brookman, Alaska Airlines; Eric ffitc, Washington Public Ports Association; Sonja Forster, AGC of Washington (written comments also submitted);
- The following people spoke in support of Americans 4 Equality and programs the initiative provides to develop pathways into high-growth careers in the digital economy by removing barriers to entry and connecting learning directly to opportunity: Erica Hoard; Juan Iribe; Omer Qureshi; and Daniel Chayeshkov.
- In lieu of spoken comment, written comment supporting proposed projects in the SAMP, described in the SEPA DEIS, were submitted by: Lars Erickson, Seattle Metro Chamber; Samantha Le, Seattle Southside Chamber of Commerce; Kayla Coffee of Aerospace Futures Alliance; and Michael Catsi, Economic Development Board.

[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 April 2, 2026 and May 7, 2026; and the Regular Meeting Minutes of April 28, 2026.**
- 8b. Approval of the Claims and Obligations for the Period of April 1, 2026, through April 30, 2026, Including Accounts Payable Check Nos. 963138 through 963677 in the Amount of \$10,019,406.50; Accounts Payable ACH Nos. 083550 through 084750 in the Amount of \$77,397,243.08; Accounts Payable Wire Transfers Nos. 069656 through 069667 in the Amount of \$15,463,980.17; Payroll Check Nos. 230352 through 230458 in the Amount of \$85,985.34; and Payroll ACH Nos. 1310545 through 1315655 in the Amount of \$19,131,462.32, for Total Payments of \$122,098,077.41.**

Request document(s) included an agenda memorandum.

- 8c. Monthly Notification of Prior Executive Director Delegation Actions April 2026. – For Information Only.**

Agenda memorandum included for information only.

- 8d. Authorization for the Executive Director to Execute an Amendment to the Interlocal Agreement with Highline Public Schools on Behalf of Maritime High School with \$100,000 in Funding Previously Approved in the 2026 Budget.**

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

- 8e. Authorization for the Executive Director to Execute a Contract with WorldWide Technology for Cisco Software Licensing for Up to Five Years, in the Authorized Amount of Not-to-Exceed \$3,500,000 Over the Five-Year Period.**

Request document(s) included an agenda memorandum.

- 8f. Authorization for the Executive Director to Complete Pre-Construction Activities for S Concourse Evolution Program Through 2027; to Advertise and Execute a Construction Contract for the 188th Street Duct Bank Crossing; and to Advertise and Execute any Necessary Change Orders, Work Authorizations, Contract Amendments, and Contracts to Complete the S Concourse Evolution at SEA Within the Approved Total Program Cost, in the Amount Requested of \$38,610,000, for a Total Project Authorization of \$300,000,000. (CIP #C801203).**

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

Commissioner Felleman commented regarding Agenda Item 8d, expressing his desire to hear the insights of the first graduating class of Maritime High School.

The motion to approve the Consent Agenda, made by Commissioner Cho, carried by the following vote:

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

Opposed: (0)

9. UNFINISHED BUSINESS

There was no unfinished business presented.

10. NEW BUSINESS

10a. Authorization for the Executive Director to Execute Amendments and Assignments Associated with the Existing Lease with Norwegian Cruise Line Holdings Incorporating a Financial Contribution to the Pier 66 Shore Power Project.

Requested document(s) included an agenda memorandum, amendment 1, amendment 2, attachment, and presentation.

Presenter(s):

Linda Springmann, Director of Cruise Business and Elliott Bay Operations
Stephanie Jones Stebbins, Managing Director of Maritime

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

The presentation addressed:

- business agreement definitions;
- long-term agreements' strategy;
- Norwegian lease addendum benefits summary;
- 2026 addendum terms;
- financial return to the Port;
- greenhouse gas emission reductions;
- other environmental elements;
- broadening economic benefit;
- reporting – supporting the dashboard;
- support of Century Agenda goals; and
- the requested action for the Executive Director to execute documents for amendment and assignment of the current lease, as outlined, with Norwegian Cruise Line Holdings Ltd, and assignment to NCL (Bahamas) Ltd, Oceania Cruises Ltd, and Seven Seas Cruises Ltd.

Discussion ensued regarding:

- industry leading provisions;
- contributions to shore power;
- working to meet Port environmental goals;
- negotiating win-win to address environmental concerns; and
- adopting standards and/or performance measures into future agreements.

The motion, made by Commissioner Cho, to approve Item 10a carried by the following vote:

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

Opposed: (0)

10b. Authorization for the Executive Director to Approve 30% Design Development for the Emergency Power Scope of Work of the Main Terminal Improvement Program, in the Requested Amount of \$7,000,000 of a Total Estimated Project Cost of \$350,000,000.

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

Presenter(s):

Kris Casselman, Capital Program Leader, AV Project Mangt Group

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

The presentation addressed:

- project purpose and objectives;
- project scope – to provide two 3MW generators adjacent to the parking garages' southernmost helix, to deliver power loads from the South Main Service Point and another from the North Main Service Point, and to remove decommissioned generators and install new distribution centers;
- project schedule and status of completion; and
- the request for the Commission to authorize funding to complete 30 percent design of the project.

Discussion ensued regarding ensuring emergency power systems are up-to-date and back-up systems.

The motion, made by Commissioner Hasegawa, to approve Item 10b, carried by the following vote:

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

Opposed: (0)

11. PRESENTATIONS AND STAFF REPORTS

11a. SEA Childcare Center Feasibility Study Initial Briefing.

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

Presenter(s):

Eric Schinfeld, Sr. Manager of Federal and International Govt Relations, External Relations
Steph Itelman, Chief Impact Officer, Executives Partnering to Invest in Children
Elle Sanderson, Engagement Director, Executives Partnering to Invest in Children

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

The presentation addressed:

- the feasibility of a childcare center at SEA is possible with significant investment;
- work to date – yielding actionable insights to inform SEA's path forward;
- peer airport benchmarks and common themes around enrollment and funding;
- different approaches to childcare center models;
- employee survey highlighting childcare demand and needs;
- SEA employees reported job changes due to childcare needs;
- SEA employers believe childcare would have a positive business impact;
- three models that show potential to meet SEA childcare goals;
- a working model for analysis of Port-led childcare center;
- affordable tuition would not cover the full cost for a Port-led center;

- diverse funding sources could help sustain a Port-led center;
- a modelled ongoing profit and loss estimate for a Port-led center;
- real estate site options; and
- next steps in the process – additional site visits to be identified.

Discussion ensued regarding:

- the reaction of employers at the airport;
- women exiting the workforce due to the high cost of childcare;
- use of airport revenues for the purpose;
- state approval and input of potential locations;
- contributions from partners;
- priority access for airport workers;
- pros and cons of the model possibilities;
- location matters with respect to utilization;
- potentially partnering with local jurisdictions and employers;
- employer support of employees with respect to the opening of a childcare center;
- pricing; and
- not meeting demand for childcare on a national level.

Members of the Commission thanked the team for their presentation and their work.

11b. Sustainable Airport Master Plan Near-Term Projects Environmental Review – SEPA Draft Environmental Impact Statement and Public Comment Period Briefing.

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

Presenter(s):

Wendy Reiter, Managing Direction, Aviation
Steve Rybolt, Sr. Environmental Program Manager, AV Environmental Programs Group
Sarah Potter, Executive Vice President, Landrum and Brown
Clare Gallagher, Director, External Relations and Capital Project Delivery

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

The presentation addressed:

- Sustainable Airport Master Plan (SAMP) near-term projects;
- the purpose of environmental reviews;
- how environmental review impacts are analyzed;
- Port policies and programs minimize impacts;
- environmental review leads;
- final National Environmental Policy Act (NEPA) environmental assessments;
- conditions in the Federal Aviation Administration (FAA) record of decision;
- surface transportation mitigation;
- additional analyses and requirements in State Environmental Policy Act (SEPA);
- addressing impacts;
- draft SEPA environmental impact statement;

- air quality updates;
- air quality and human health updates;
- air quality impact reductions;
- particulate matter and human health updates;
- climate updates;
- climate impact reductions;
- noise and human health updates;
- noise impact reductions;
- environmental justice updates and impact reductions;
- cumulative impacts;
- next steps in the process;
- agency and public comment period timelines;
- outreach and engagement; and
- take aways - substantial new technical analyses for air quality, noise, human health, and environmental justice; no new significant impacts identified in the draft SEPA Environmental Impact Statement; draft SEPA Environmental Impact Statement will be published May 22 with the public comment period May 22 to July 21 (60 days).

Discussion ensued regarding:

- sensitivity around further extension of the public comment period, with the Port already doubling the period;
- recognizing that projects and growth does impact the community, regardless of the report;
- the SEPA including criteria previously removed from the NEPA; comparison of those documents; and where the public can find the new analysis in the SEPA document;
- translation of parts of the document if and when needed;
- accessibility to translators during public meetings and within the document;
- application of the Port's Equity Index, as well as the State's index;
- regulatory mechanisms to evaluate noise;
- most of the SEPA Environmental Impact Statement information not being new and rather, brought over from the NEPA, and the information that is new is clearly identified;
- impacts caused by both projects, and naturally expected growth;
- project-specific approval needed from Commissioners and the public's continued opportunity to input on the projects;
- Port staff's availability to assist the public with inquiries by contacting samp@portseattle.org, and information is available at sea-samp.com.

Members of the Commission thanked the team for their presentation and their work.

11c. 2025 Diversity in Contracting Annual Report.

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

Presenter(s):

Mian Rice, Director of Small Business Development, Diversity in Contracting
Emily Ho, Manager of Diversity in Contracting Community Engagement and Training
Lawrence Coleman, Manager of Diversity in Contracting, Women and Minority Business Enterprise

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

The presentation addressed:

- overview of the policy directive;
- 2016 – 2025 portwide WMBE utilization;
- 2025 portwide spend distribution;
- WMBE utilization by ethnicity 2022 – 2025;
- 2025 division goal attainment (non-construction);
- 2025 corporate departments goal attainment (non-construction);
- key 2025 data takeaways;
- non-construction use 2019 – 2025;
- construction use 2019 – 2025;
- 2025 training and outreach;
- 2025 diversity in contracting report card;
- 2026 program goals;
- 2026 training and outreach for new initiatives;
- next steps including – expanding small business and WMBE participation in specialized scopes; expanding direct contracting opportunities with A&E firms; Improving prompt payment procedures for construction projects; improving insurance flexibility for small businesses; providing continued technical assistance to WMBE/DBE and small businesses - particularly on Project Labor Agreements, and badging requirements; continued partnership with partner governmental entities; and awareness that economic uncertainties may impact capital project spend and small/diverse business community.

Members of the Commission thanked the team for their work and annually reaching to exceed previous program goals; growing on the construction side; identifying future opportunities; transparency in the data shared; tribal engagement; office hours being held to maximize exposure to resources and guidance from program managers.

12. QUESTIONS on REFERRAL to COMMITTEE and CLOSING COMMENTS

Executive Director Metruck expressed appreciation to the individuals and teams working to support the FIFA World Cup events.

13. ADJOURNMENT

The meeting adjourned at 3:56 p.m.

Prepared:

Attest:

Michelle M. Hart, Commission Clerk

Sam Cho, Commission Secretary

Minutes approved: June 9, 2026



**COMMISSION
AGENDA MEMORANDUM
FOR INFORMATION ONLY**

Item No. 8b
Date of Meeting June 9, 2026

DATE: June 1, 2026
TO: Stephen P. Metruck, Executive Director
FROM: Karen R. Goon, Deputy Executive Director

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

APPROVAL SUMMARY

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

Category of Approval	Request#	Description of Approvals May 2026	Category Amount
Projects & Associated Contracts	2772-2026	Port Media Buying and Creative Services IDIQ	\$2,000,000.00
Projects & Associated Contracts	2787-2026	Glumac Commissioning Services Increase for C Concourse Expansion	\$300,000.00
Projects & Associated Contracts	2754-2026	Medium Voltage Electrical Unit Price Maritime Contract	\$0.00
Projects & Associated Contracts	2801-2026	Police Department Roof Replacement (AoB)	\$642,000.00
Projects & Associated Contracts	2808-2026	Maritime Industrial Center Fire Alarm System - Additional Funding	\$250,000.00
Non-Project Procurement of Goods & Purchased Service Contracts, Other Contracts, & Tenant Reimbursement	2742-2026	WebEOC Government Entity User Agreement	\$0.00
Non-Project Procurement of Goods & Purchased Service Contracts, Other Contracts, & Tenant Reimbursement	2746-2026	Additional Funds Request for Purchase of Marine Maintenance Bucket Trucks (2)	\$80,000.00

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Non-Project Procurement of Goods & Purchased Service Contracts, Other Contracts, & Tenant Reimbursement	2758-2026	Airfield Program 2026-2030 (CIP# C801379)	\$34,000.00
Non-Project Procurement of Goods & Purchased Service Contracts, Other Contracts, & Tenant Reimbursement	2769-2026	PeopleSoft Consulting IDIQ Contract Authorization	\$1,900,000.00
Non-Project Procurement of Goods & Purchased Service Contracts, Other Contracts, & Tenant Reimbursement	2720-2026	Employee Assistance Program Services RFP	\$500,000.00
Non-Project Procurement of Goods & Purchased Service Contracts, Other Contracts, & Tenant Reimbursement	2669-2026	Shore power Maint. Contract	\$1,600,000.00
Real Property Agreements	N/A	No Approvals in May	\$0.00
Utilization of Port Crews	N/A	No Approvals in May	\$0.00
Sale of Surplus Port Property	2820-2026	Disposition and sale of 32 fleet assets	\$140,600.00
Total Value of Executive Director Approvals			\$7,446,600.00

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.

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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.

8c

ACTION ITEM

Date of Meeting

June 9, 2026

DATE : June 9, 2026

TO: Stephen P. Metruck, Executive Director

FROM: Paul Shen, AV Facilities Discipline Manager
Al Grant, Marine Maintenance Facility Compliance Program Manager
Keithly Espiritu, AV Senior Utility Analyst

SUBJECT: Sewer Waste Pumping and Cleaning Authorization

Amount of this request: \$0

Total estimated contract capacity: \$4,000,000

ACTION REQUESTED

Request Commission authorization for the Executive Director to: 1) increase existing contract funding of Contract No. C-00321522, Waste Pumping and Disposal, for Grease Interceptor (GI) and sewer waste pumping and cleaning at the Seattle-Tacoma International Airport (Airport) by \$1,000,000; and 2) to execute a new Port-wide Sewer Waste Pumping and Sewer Cleaning contract for \$3,000,000, with a term of up to five-years, for grease interceptor and sewer waste pumping and cleaning.

EXECUTIVE SUMMARY

Airport and Seaport facility sewer system infrastructures require routine maintenance through pumping and cleaning services to maintain normal operations. The Airport Main Terminal is occupied by various restaurants that dispose of wastewater through sewer drains that outflow into grease interceptors to separate Fats, Oils, Grease (FOG), and solids from the wastewater before eventually flowing into the Airport’s main sewer lines. There are 20 GIs located throughout the Airport that are scheduled for multiple cleaning events annually and are serviced by a third-party contractor. Aviation Maintenance (AVM) also uses the existing contract to clean and troubleshoot various components of the Airport sewer system. The current service contract will realize the maximum authorized capacity by the end of the year; this is a request for approval to increase the contract funding by \$1,000,000, for a new contract total of \$2,700,000 to ensure continued service needs are available up to the end of its final option year in November 2028.

In addition, we are requesting authorization to execute a new Port-wide sewer waste pumping and cleaning service contract, with a term of up to five years, to ensure no gap in services at the

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expiration of the current contract. Seaport currently holds a separate contract for these services to maintain the operations of sewer utility systems of Seaport managed facilities. This new contract shall combine the scope of the Airport and Seaport Division.

JUSTIFICATION

Pumping GI waste is a critical task in the maintenance of the Airport sewer system to reduce the risk of sewage overflow, as well as decrease Biological Oxygen Demand (BOD) levels in the wastewater released to Midway Sewer District, lowering sewer utility surcharge fees. Occasionally, this contract is used by AVM to jet the sewer system to clear up clogs, pump sewer lift stations, and resolve major emergencies that require pumping and cleaning services. Increasing the value of the existing contract will avoid an interruption of scheduled sewer maintenance and provide AVM with the support necessary to manage emergency events through November 2028.

Approval of this request will also allow the Port to procure a market value GI and sewer pumping and cleaning services contract through a competitive process in preparation of the expiration of the existing contract, allowing a smooth continuation of service. Maintenance of the Airport is one of the key areas of focus for the Aviation Division, in its efforts to improve the overall experience of customers, and position SEA as a premier airport; advancing the region as a leading tourism destination.

Although Seaport’s use of this service is minor, the availability of this contract for sewer maintenance services at maritime facilities adds great value toward their ability to provide quality customer service. This service contract provides Aviation and Seaport Maintenance with the additional support necessary to adequately manage the operation of sewer systems at various facilities, Port-wide.

Diversity in Contracting

Due to a lack of subcontracting opportunities, there is no aspirational goal for WMBE utilization for the procurement.

DETAILS

Airport and Seaport sewer infrastructure must be well maintained to meet the Port’s customer experience expectations in support of the Port’s Century Agenda goal to advance as a leading tourism and business gateway of choice on the West Coast.

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GI maintenance requires routine pumping and cleaning to avoid damage to the unit and adjoining sewer system, as well as prevent sewage overflow emergencies. The capacity of each GI unit ranges from 4,000 to 12,000 gallons, with most units containing 9,000 gallons. GIs are pumped at a scheduled rate as frequent as one month, with the longest at six months; the majority are pumped at a three to six-month frequency. Sewage waste must also be properly disposed of through regulatory practices. AVM does not have the equipment to pump such amounts of sewer waste and is not adequately resourced to properly dispose of the waste at the necessary frequency.

Pumping GIs reduces the overall BOD in the airport sewer system. In 2017, Midway Sewer approached the Port to alert staff of the Airport's rising BOD levels and its impact on the Midway Sewer facility's ability to process sewer waste for environmental release. Within the last three years, the average Airport BOD levels were 200% higher than the Midway Sewer treatment plant. Aviation Port staff anticipates the continued increase of BOD levels as Airport operations continue to grow. AVM uses the services to pump waste from lift stations, and clear clogs within the sewer system throughout airport facilities.

Seaport maintenance also uses these services to maintain sewer systems at various maritime facilities, including the Fisherman's terminal, marinas, cruise ship terminal and more. Service includes pumping and cleaning of a few GIs and lift stations, as well as jetting to remove clogs.

In 2021, the Executive Director authorized a contract value of \$1.7M for GI pumping and cleaning services at Airport facilities to be selected through a competitive procurement process. The contract term is up to five years, and is currently exercising its third year of service, ending November 2026, and has a remaining balance of only \$135,000 of uncommitted funds. Growing business activity and increased sewer maintenance support has resulted in greater use of this service, and it is projected that the services for the remaining third-year term will require the release of the remaining uncommitted funds, leaving no contract capacity to request for services for the remaining available contract term, ending November 2028.

The requested commission authorization of \$4M would support the following essential aspects of the service contracts:

1. Additional contract funding of \$500,000 per service year shall be committed toward fulfilling service needs through the contract's last two optional years of service, resulting in a request for a total of \$1M added to the contract capacity of the existing service contract.
2. \$3M of the new contract's capacity shall be committed toward sewage waste pumping and cleaning services for the Airport and Seaport, upon contract expiration of the current contract.
 - a. Approximately 60% of the contract capacity shall be committed to servicing the GIs at the Airport,
 - b. 3% shall be committed to Seaport sewer pumping and cleaning needs,

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- c. and the remainder shall be committed to other Airport sewer pumping and cleaning work.

Scope of Work

Pumping and collection of waste contained in grease interceptors and lift stations. Proper disposal of waste using regulatory practices. Thorough cleaning of grease interceptors and lift stations, including influent and effluent pipes. Jetting and pumping of any clogs throughout the sewer system. Provide service inspection reports noting any site problems, hazardous conditions or defective equipment found during the job by documenting it in the Work Order and relaying the same information to the Port representative for corrective action. Clean up of work site ensuring the area is ready for operational access or use. Provide summary of service on invoice.

Schedule

Cleaning of Airport GIs is scheduled by AVM based on restaurant operations. Cleaning schedules range from monthly to semi-annually, with most GIs cleaned at a two to three-month frequency.

Other cleaning events like lift station pumping and jetting of clogs, or other emergency situations are unpredictable and are requested as necessary.

ALTERNATIVES AND IMPLICATIONS CONSIDERED

Alternative 1 – Do nothing. Allow the existing contract to exhaust remaining funds and discontinue contracting for future services indefinitely.

Cost Implications: \$0

Pros:

- (1) Save \$4M over the next 7 years.

Cons:

- (1) Existing contract’s uncommitted contract capacity is projected to realize the maximum amount by Q3 2026, despite contract expiration in November 2028.
- (2) Increased BOD levels resulting in higher sewer surcharges, up to \$1M annually.
- (3) Adds stress on Midway Sewer Plant to manage Airport with greater BOD levels.
- (4) Sewer system failure due to unmanaged clogs and excess waste not extracted from the system.
- (5) Greater risk of interruption to operations resulting in a loss of up to millions of dollars to airlines due to closures from waste overflows. Many GIs are located in, or around, ramp areas.
- (6) Emergency waste overflow events may not be resolved efficiently.

This is not the recommended alternative.

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Alternative 2 – Partial approval. Increase budget on existing contract by \$1M and discontinue contracting services after the existing contract expires.

Cost Implications: \$1M

Pros:

- (1) Service will be available through the end of the existing contract, November 2028.
- (2) Provides AVM with some time to develop a plan to service GIs and lift stations without external support.

Cons:

Applicable after expiration of the existing contract in November 2028:

- (1) Increased BOD levels result in higher sewer surcharges, up to \$1M annually.
- (2) Adds stress on Midway Sewer Plant to manage Airport waste with greater BOD levels.
- (3) Significant increase in maintenance workload. Maintenance departments may need to purchase pumping trucks and other equipment to service GIs. Staff will need adequate training.
- (4) Greater risk of interruption to operations resulting in airline customers' potential loss of millions of dollars due to closures from waste overflows. Many Airport GIs are located on the ramp areas.
- (5) Emergency waste overflow events may not be resolved efficiently.

This is not the recommended alternative.

Alternative 3 – Increase value of existing contract by \$1M and execute a new contract to supersede existing contract with a value of \$3M.

Cost Implications: \$4M

Pros:

- (1) No interruption to service, allowing Port Maintenance to service GIs, lift stations and sewer system components with supplemental support from a well-equipped contractor.
- (2) Reduced risk of damage and issues to GIs and sewer systems, improving overall life expectancy.
- (3) Maintain BOD level of sewage outflowing to external sewer waste processing facility, reducing surcharge fees, saving up to \$1M annually.
- (4) Minimize stress on Midway Sewer Plant.

Cons:

- (1) Increased expenditure on sewer system management.
- (2) Added security risk from granting external personnel access to secure areas.

This is the recommended alternative.

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FINANCIAL IMPLICATIONS

<i>Authorization Summary</i>	Capital	Expense	Total
AUTHORIZATION			
Previous authorizations	0	1,700,000	1,700,000
Current request for authorization	0	4,000,000	4,000,000
Total authorizations, including this request	0	5,700,000	5,700,000
Remaining amount to be authorized	\$0	\$4,000,000	\$4,000,000

Annual Budget Status and Source of Funds

Funding for the Airport related work would be included in Org 3905 Aviation Utility (AVU) annual baseline operating budget. The annual operating expense of \$350,000 has been approved through the 2026 Operating Budget. Funding for Seaport related work is sourced from Org 6284 Marine Maintenance Facilities annual baseline operating budget. Requests to increase annual baseline budget will be submitted for 2027 onward by each Org.

Future Revenues and Expenses (Total cost of ownership)

AVU functions as the utility service provider to the Airport’s Main Terminal tenants. AVU bills its tenants for sewer services to recover expenses associated with providing the service, including grease interceptor pumping and system maintenance.

Seaport does not function as a utility service provider and is unable to directly collect funding from customers to subsidize the service.

ADDITIONAL BACKGROUND

In April 2026 the CCE project installed an additional grease interceptor at the Airport near CTE North, adjacent to the existing GI. No known future installation of GIs for the next two years.

In the summer of 2025, the Biffy grinder failed. The waste pumping and disposal service contract was used by AVM to efficiently divert waste and allow customers to continue operations.

Prior to 2018, a GI overflow occurred causing the temporary closure of an airline’s gate, potentially resulting in the airline’s loss of millions of dollars in operations due to delays. No similar reported incidents have occurred since the cleaning schedule has been improved.

ATTACHMENTS TO THIS REQUEST

None

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

None



**COMMISSION
AGENDA MEMORANDUM**

Item No. 8d

ACTION ITEM

Date of Meeting June 9, 2026

DATE : May 14, 2026

TO: Stephen P. Metruck, Executive Director

FROM: Janice Zahn, Chief Engineer
Bruce Gamble, Manager Construction Safety Services

SUBJECT: Engineering Safety Services IDIQ Agreement

Amount of this request: \$
Total Request project cost: \$4,000,000

ACTION REQUESTED

Request Commission authorization for the Executive Director to execute up to (1) one indefinite delivery, indefinite quantity consultant agreement for services related to Construction Safety Services with a cumulative total amount not to exceed \$4 million. This agreement will have one base year and a 4-year ordering period. No funding is associated with the request; funding to utilize this contract will come separately from individual project authorizations.

EXECUTIVE SUMMARY

The Construction Safety Management IDIQ will provide the Engineering Construction Management teams with the support needed to meet the project requirements supporting the Port’s Century Agenda, tenant, terminal, small works and major construction projects Port wide. With the anticipated project workload and the fluctuating design and construction market, indefinite delivery, indefinite quantity (IDIQ) contracts provide the port with the flexibility to meet business requirements as they arise by utilizing outside consultants.

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

The agreement/contract will have one base year and a four-year ordering period during which services may be separately authorized. The Port will not issue any service directives in excess of contract’s value or after expiration of the contract ordering period.

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JUSTIFICATION

The Port of Seattle’s existing agreement for Construction Safety Services is nearly at the awarded contract value. When originally executed in 2023, the contract values requested were estimated based on project needs to provide the necessary consultant services for 4 years. Actual project needs are consuming the available contract values sooner than expected. This agreement will be out of funds by November 15, 2026.

Diversity in Contracting

WMBE goals have not yet been established for this agreement. The Diversity in Contracting team will be working closely with the Requesting Department Representative to establish reasonable goals and will actively notify WMBE firms of these opportunities.

DETAILS

The Port anticipates issuing one service agreement contract to provide Construction Safety services.

- Construction Safety Services: The intent is to execute one contract/agreement with the most qualified firm. Due to the nature of these services, subcontracting may not be feasible, however WMBE participation opportunities may be available. Project staff along with the Diversity in Contracting Department will provide outreach and notify WMBE firms of this opportunity.

Scope of Work

The services required under this contract will include construction safety services, in support of various Port projects. . Construction Safety services will monitor and enhance construction sites and will support various large capital projects, small projects, expense projects and all other port department projects as needed.

ALTERNATIVES AND IMPLICATIONS CONSIDERED

Alternative 1 – Procure individual project specific contracts - This alternative would require the process of selecting consultants for each task, thus requiring increased lead time, additional management oversight, and additional administrative preparation.

Cost Implications: Potential impact to project schedules with a strong likelihood of additional project costs which are unmeasurable due to individualized procurements.

Pros:

- (1) Selecting the best consultant to meet the individual specific project expertise.
- (2) Provide more consulting firms with greater opportunities to work.

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- (3) IDIQ agreement provides consultant flexibility to work on multiple projects throughout the Port which provides the Port with a greater efficient use of resources.

Cons:

- (1) This alternative would require the process of advertising and selecting consultants for each project, thus requiring increased lead time, additional management oversight and additional administrative preparation from CPO and Engineering.
- (2) Consulting companies interested in this work would spend more money preparing proposals as part of the selection process.
- (3) Inefficient use of Port funds, consultant funds and resources.

This is not the recommended alternative.

Alternative 2 – Advertise and execute one IDIQ contract for Construction Safety Services to allow for the efficient and cost-effective use of consultants to provide the services required by Engineering.

Cost Implications:

Pros:

- (1) Efficient and effective use of port staff procuring contracts that address multiple projects.
- (2) Efficient and cost-effective use of consultant’s resources.
- (3) Low risk associated with potential project schedule delays due to an inability to support a construction project.

Cons:

- 1) Less opportunity for consulting firms to compete for projects.

This is the recommended alternative.

ATTACHMENTS TO THIS REQUEST

None

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

November 29, 2022 – Commission approved Construction Safety Management IDIQ’s for a total of \$3 million.

January 28, 2020 – The Commission approved Construction Safety Management IDIQ’s for a total of \$2 million.



**COMMISSION
AGENDA MEMORANDUM**

Item No. 8e

ACTION ITEM

Date of Meeting June 9, 2026

DATE : April 27, 2026

TO: Stephen P. Metruck, Executive Director

FROM: Krista Sadler, Director ICT Technology Delivery

SUBJECT: Lease Revenue Management System Replacement (CIP #C801384)

Amount of this project request: \$840,000

Ten-year contract authorization: \$3,560,000

ACTION REQUESTED

Request Commission authorization for the Executive Director to 1) proceed with the Lease Revenue Management System (LRMS) Replacement project; 2) execute contract(s) for software, vendor services and up to ten years of support and license fees; and 3) use Port staff for implementation. The amount requested for the capital project is \$840,000 and ten-year contract authorization is \$3,560,000.

EXECUTIVE SUMMARY

This project will competitively procure and implement a Lease Revenue Management System to replace the current Amadeus PROPworks software. The Port of Seattle uses PROPworks to support property and revenue operations across its Aviation and Maritime Divisions. This software is used to manage roughly 1200 leases, licenses, and permits. The system acts as the foundation for essential business activities, such as managing lease agreements, collecting lease revenues, recovering utility expenses, and tracking compliance with surety and insurance requirements as well as Governmental Account Standards Board (GASB) regulations. Amadeus has announced the upcoming release of PROPworks Version 10, which introduces completely new, cloud-based architecture and a new pricing model. While the vendor has stated that the existing core application will continue to be supported, several critical modules are being removed or offloaded to third-party platforms, including: GASB Statement No. 87 Financial Reporting, Insurance and Surety Compliance, Utility Meter and Billing Management, and Space Management. A new LRMS enables the Port to modernize an aging software solution, improve business process workflows, support evolving business needs, and improve tenant experience.

Information & Communication Technology (ICT), Aviation Lease Management, Maritime Lease Management, Accounting and Financial Reporting (AFR) resources will be utilized along with vendor services to complete this project estimated at \$840,000. The ten-year contract cost is

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estimated at \$3,560,000. This amount includes both the estimated implementation costs and recurring costs as well as contingency for future flexibility. Recurring software license and support costs will be budgeted within the ICT Department operating budget.

JUSTIFICATION

This LRMS replacement project will provide a modern, enterprise-grade software solution with full compliance, integration, and scalability for managing the Port’s leases, licenses and permits. Specific benefits include:

- Enables the Port to efficiently manage stewardship, lease administration, and business operations across Aviation, Maritime, and AFR.
- Improves security and compliance exposure of remaining with a legacy system.
- Designed to accommodate future growth and align with the Port’s sustainability goals.

Diversity in Contracting

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

DETAILS

Scope of Work

- (1) Procure enterprise-grade lease and space management system capable of supporting both Aviation and Maritime, replacing PROPworks.
- (2) System interfaces.
- (3) Data migration.
- (4) Decommissioning of PROPworks.

Schedule

Commission authorization	2026 Quarter 2
Procurement completed	2027 Quarter 1
In-use date	2028 Quarter 3

Project Cost Breakdown

	This Request	Total Project
Vendor services	\$560,000	\$560,000
Port labor	\$280,000	\$280,000
Total	\$840,000	\$840,000

ALTERNATIVES AND IMPLICATIONS CONSIDERED

Alternative 1 – Upgrade to PROPworks new platform (v10).

Cost Implications: \$1,000,000

Pros:

- (1) Moves to a modern, cloud-hosted environment, improving system availability, disaster recovery, and reducing on-premises infrastructure needs.
- (2) Accelerates implementation compared to sourcing a new solution.
- (3) Retains some continuity in core concepts and terminology, which may reduce training time compared to adopting a new solution.

Cons:

- (1) PROPworks v10 removes critical functionality, including GASB 87 compliance, utility billing, space management, and insurance/surety tracking, which are essential for Port operations, requiring the need to spend time on development and ongoing maintenance of manual processes in lieu of the current system, leading to higher labor costs, data integrity issues, and compliance risk.
- (2) Increases reliance on multiple third-party platforms, introduces integration complexity, adds licensing and implementation costs, and increases vendor dependency.
- (3) Lack of clarity on long-term support and functionality introduces sustainability risk.
- (4) Delays modernization and tenant experience improvements, missing a strategic opportunity.

This is not the recommended alternative.

Alternative 2 – Build an internal custom solution.

Cost Implications: \$2,000,000

Pros:

- (1) Fully customizable to meet unique Aviation and Maritime Division requirements.
- (2) Eliminates reliance on external vendor roadmaps and pricing models.
- (3) Reduced licensing costs if internal resources are effectively utilized.

Cons:

- (1) Significant cost and resource commitment for design and development.
- (2) Internal development will take considerably longer than proven vendor solutions to implement, delaying modernization and risking loss of support for PROPworks v9.
- (3) Requires significant ongoing internal support for troubleshooting, updates, and feature enhancements to meet evolving business and regulatory requirements.
- (4) Increases workloads on operations teams to create documentation, governance processes, training and user support, and maintenance resources.

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- (5) Requires expertise to maintain GASB 87 compliance and security standards.
- (6) Lacks industry-driven enhancements, missing best practices and continuous improvements gained from vendor solutions across multiple airports and seaports.

This is not the recommended alternative.

Alternative 3 – Procure and implement a modern, enterprise-grade lease management solution with full compliance, integration and scalability.

Cost Implications: \$840,000

Pros:

- (1) Consolidates multiple functions currently spread across disparate systems, improving data integrity and reducing integration complexity.
- (2) Incorporates the latest technologies and security standards to protect data and ensure operational resilience.
- (3) Fully supports GASB 87 reporting requirements.
- (4) Ensures comprehensive support to manage contractual obligations such as Consumer Price Index (CPI) adjustments, Fair Market Rent (FMR) calculations, and Minimum Annual Guarantee (MAG) billing, as well as obligations when the Port is the lessee, long-term permit tracking, and easements.
- (5) Automates workflows, reduces manual processes, and maintains accuracy in billing and reporting with the goal of maximum revenue potential of our real estate assets.
- (6) Offers potential for advanced analytics and dashboards for improved decision-making.

Cons:

- (1) Requires significant investment for procurement, implementation, and licensing
- (2) Requires substantial effort for staff training and adaptation to new workflows.
- (3) Full deployment and data migration may take several months, impacting short-term operations.

This is the recommended alternative.

FINANCIAL IMPLICATIONS

<i>Project Cost Estimate</i>	Capital	Expense	Total
COST ESTIMATE			
Original estimate	\$840,000	\$3,560,000	\$4,400,000
AUTHORIZATION			
Previous authorizations	\$0	\$0	\$0
Current request for authorization	\$840,000	\$3,560,000	\$4,400,000
Total authorizations, including this request	\$840,000	\$3,560,000	\$4,400,000
Remaining amount to be authorized	\$0	\$0	\$0

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Annual Budget Status and Source of Funds

This project, CIP C801384 – Lease Revenue Management System Replacement, is included in the 2026-2030 Capital Budget and Plan of Finance with an allocated budget of \$840,000. The project will be funded by a combination of the Airport Development Fund (81.3%) and the General Fund (18.7%).

The authorization also includes a ten-year contract with the selected LRMS vendor not to exceed \$3,560,000 that will be funded through the project capital funding and the ICT annual Operating Budget.

Financial Analysis and Summary

Project cost for analysis	\$4,400,000
Business Unit (BU)	Administrative (81.3% allocates to Airport)
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	Annual CPE less than \$0.01

Future Revenues and Expenses (Total cost of ownership)

Average annual software license subscription and support fees estimated at \$260,000 will be budgeted within the ICT operating budget. The total contract amount includes contingency for future flexibility.

ATTACHMENTS TO THIS REQUEST

None

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

None



**COMMISSION
AGENDA MEMORANDUM**

Item No. 8f

ACTION ITEM

Date of Meeting June 9, 2026

DATE: May 28, 2026

TO: Stephen P. Metruck, Executive Director

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

SUBJECT: VFD Replacement Phase 3 (CIP# 802004) – Design Authorization

Amount of this request: \$5,050,000

Total estimated project cost: \$15,100,000

ACTION REQUESTED

Request Commission authorization for the Executive Director to (1) prepare design, procurement, and construction bid documents for the Variable Frequency Drives (VFD) Replacement Phase 3 project; (2) utilize Port of Seattle crews to support design and pre-construction activities. The amount of this request is \$5,050,000 for a total estimated project cost not to exceed \$15,100,000.

EXECUTIVE SUMMARY

Variable Frequency Drives (VFD) are a motor control device that, for this application, modulate the Heating, Ventilation, and Air Conditioning (HVAC) fans, pumps, etc. allowing for better occupancy comfort. VFD Replacement Phase 3 project has identified 125 critical VFDs across the airport facilities that need to be replaced at an urgent priority since they are beyond their useful lives and prone to failure. These are old and obsolete VFDs with no replacement parts available and no longer supported by the manufacturer. Failure of a VFD will cause HVAC or plumbing systems to become non-operational, resulting in loss of proper ventilation, air flow, temperature, water flow, an increase in energy consumption, and poor passenger comfort.

JUSTIFICATION

Sporadic VFD failures have occurred in the past and since replacement parts are no longer provided by the manufacturer, shops need to search for parts to keep VFDs operational. Preventing VFD failure will avoid manual HVAC control that leads to poor passenger comfort and increased energy consumption. VFD failure can also lead to security issues since building

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pressurization affects door operation. The new VFDs will save electricity and natural gas by modulating motor speeds to meet real-time demands.

This multi-phase renewal project is currently underway. Following the 2020 completion of Phase 1 (47 VFDs), Phase 2 (68 VFDs) is on track for Q3 2026, with Phase 3 concluding in Q4 2028, for a total of 240 VFDs replaced. This initiative replaces legacy equipment with energy-efficient systems that will integrate with the existing building automation system, improve efficiency, reduce emissions and energy use, improve reliance and maintainability, and ensure occupant comfort.

Diversity in Contracting

The design services will be completed using an existing IDIQ contract (Casne Engineering – P00322216) that was established in 2025 which has a 18% WMBE participation utilization commitment.

DETAILS

Scope of Work

The project will be replacing 125 failing VFDs that are beyond their useful lives and are subject to failure. These VFDs are located at multiple locations at SEA: Central Terminal, Airport Office Building, and Concourse A.

The key elements of project’s scope include, but are not limited to, the following:

- (1) Identification and replacement of the VFDs based on their useful life and other design criteria depending on VFDs schedule and phasing through the SEA facility.
- (2) Design for interfacing with Port’s Direct Digital Control (DDC) system.
- (3) Provide required design documents for the VFD installation, wiring, testing, commissioning, and associated equipment for a fully functional system.
- (4) Salvage components from these existing VFDs and add those to Port’s spare parts inventory for use in other obsolete VFDs.

Schedule

Activity

Design start	2026 Quarter 3
Commission construction authorization	2027 Quarter 2
Construction start	2027 Quarter 3
In-use date	2028 Quarter 4

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Cost Breakdown	This Request	Total Project
Design	\$5,050,000	\$6,359,000
Construction	0	\$8,741,000
Total	\$5,050,000	\$15,100,000

ALTERNATIVES AND IMPLICATIONS CONSIDERED

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

Cost Implications: Expenses incurred on notebook development - \$400,000

Pros:

- (1) Delays or defers capital investment.

Cons:

- (1) Obsolete VFDs are no longer supported by the manufacturer.
- (2) Heating, cooling, and ventilation systems can become inoperable during VFD failures resulting in poor thermal comfort and indoor air quality.
- (3) Inventory for spare parts will be depleted.
- (4) Aviation Maintenance resources will be pulled from other projects and day-to-day duties to address the failing equipment.

This is not the recommended alternative.

Alternative 2 – Replace the remaining 125 Robicon VFDs.

Cost Implications: Capital investment of \$15,100,000

Pros:

- (1) Eliminates the risk of failure for 125 obsolete drives that lack manufacturer support.
- (2) Reduces the need for emergency, high-cost repairs and prevents sporadic failures that threaten operations.
- (3) New units minimize “wear and tear” on HVAC fans and pumps through smoother “soft” starts.
- (4) Finalizes a multi-phase project (Phase 1 complete, Phase 2 in construction), leading to a reliable, up-to-date system.

Cons:

- (1) Requires capital funding.
- (2) Replacement activities, even if phased, can cause temporary outages in HVAC operations during installation.

This is the recommended alternative.

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FINANCIAL IMPLICATIONS

<i>Cost Estimate/Authorization Summary</i>	Capital	Expense	Total
COST ESTIMATE			
Original estimate	\$15,100,000	\$0	\$15,100,000
Current change	(106,000)	\$106,000	0
Revised estimate	\$14,994,000	\$106,000	\$15,100,000
AUTHORIZATION			
Previous authorizations	\$950,000	0	\$950,000
Current request for authorization	\$5,050,000	0	\$5,050,000
Total authorizations, including this request	\$6,000,000	0	\$6,000,000
Remaining amount to be authorized	\$8,994,000	\$106,000	\$9,100,000

Annual Budget Status and Source of Funds

The Variable Frequency Drives (VFD) Replacement Phase 3 C802004 was included in the 2026-2030 capital budget and plan of finance with a budget of \$15,100,000. The funding source includes Airport Development Fund (ADF) and revenue bonds.

Financial Analysis and Summary

Project cost for analysis	\$15,100,000
Business Unit (BU)	Terminal Building
Effect on business performance (NOI after depreciation)	NOI after depreciation will increase due to inclusion of capital (and operating) costs in airline rate base.
IRR/NPV (if relevant)	N/A
CPE Impact	\$0.03 in 2029

Future Revenues and Expenses (Total cost of ownership)

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

ADDITIONAL BACKGROUND

Phase 1: Completed 2020 (47 VFDs)

Phase 2: Ongoing (68 VFDs, Q3-2026 completion)

Phase 3: Finalization expected Q4-2028 (125 VFDs)

Integration: Full integration into existing DDC building automation system

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ATTACHMENTS TO THIS REQUEST

- (1) Presentation slides

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

5/23/2017 (CIP# C800801) Variable Frequency Drive Renewal and Replacement – Design

9/25/2018 (CIP# C800801) Variable Frequency Drive Renewal and Replacement -
Construction

6/27/2026 (CIP# C800979) Variable Frequency Drives (VFD) Replacement Phase 2 – Design

12/10/2026 (CIP# C800978) Variable Frequency Drives (VFD) Replacement Phase 2 -
Construction

VFD Replacement Phase 3

Design Authorization

Project Scope

Project replaces 125 failing Robicon Variable Frequency Drives (VFDs) that are beyond their useful lives and no longer supported by manufacturer.

Scope includes:

1. Install 125 new VFD units.
2. Connection to Port's Direct Digital Controls (DDC) system.
3. VFD wiring, testing, commissioning, and associated equipment for a fully functioning system.
4. Salvage components from these existing VFDs and add them to Port's spare parts inventory.



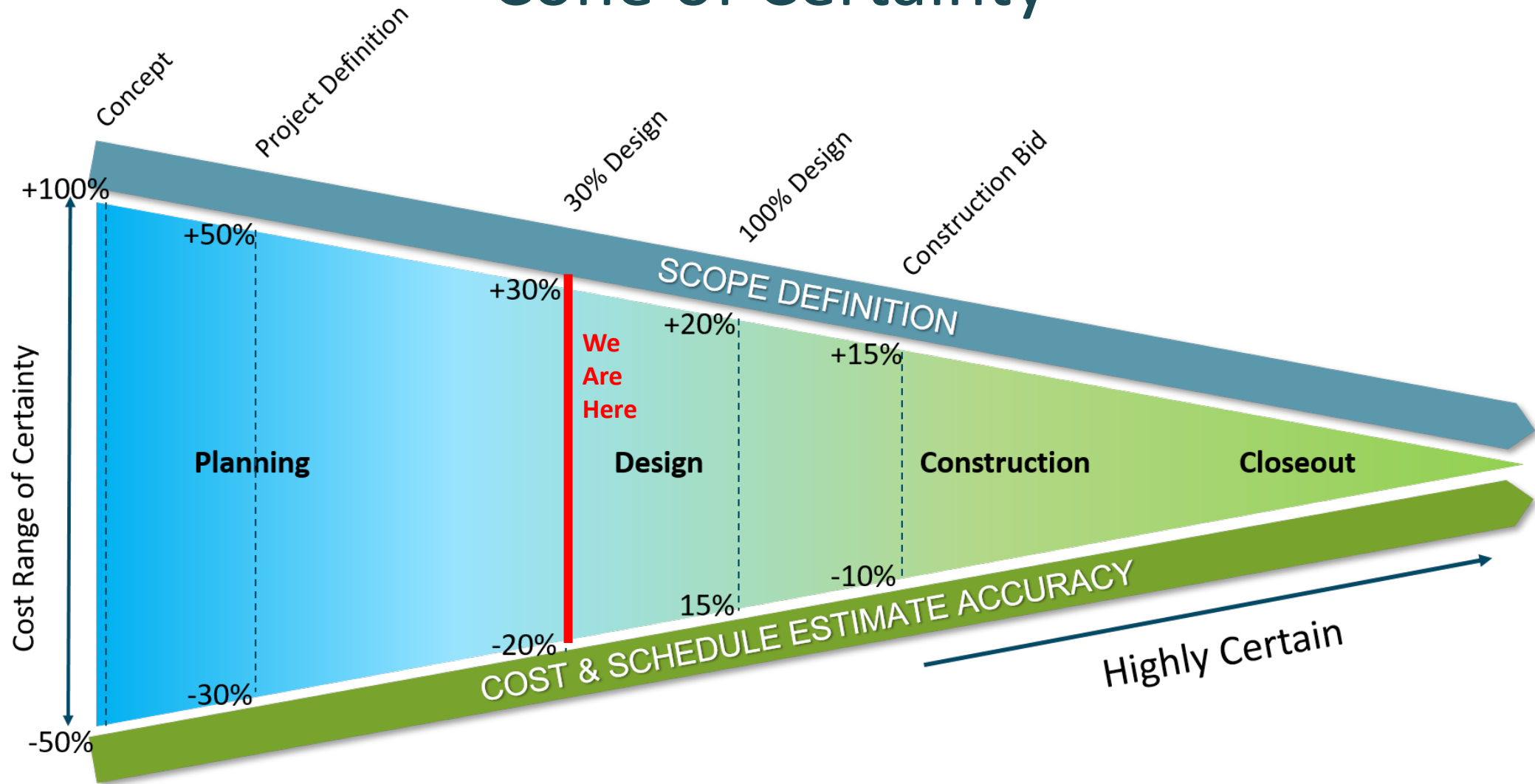
Project Location



Project Schedule

Milestone	Date
Commission Design Authorization	Q2 2026
Design Start	Q3 2026
Commission Construction Authorization	Q2 2027

Cone of Certainty



Action Requested

- Prepare design, procurement, and construction bid documents.
- Utilize Port of Seattle crews to support design and pre-construction activities.
- Request to authorize \$5,050,000
 - Estimated total project cost not to exceed \$15,100,000

QUESTIONS?

THANK YOU.





**COMMISSION
AGENDA MEMORANDUM**

Item No. 8g

ACTION ITEM

Date of Meeting June 9, 2026

DATE: June 2, 2026

TO: Stephen P. Metruck, Executive Director

FROM: Milton Ellis, Assistant Director of Labor Relations

SUBJECT: New Collective Bargaining Agreement Between the Port of Seattle and the International Brotherhood of Teamsters, Local 763, Teamsters, Representing Police Commanders

Total Port Cost Increase for the Duration of the Agreement: \$505,681

ACTION REQUESTED

Request Commission authorization for the Executive Director to execute a new collective bargaining agreement between the Port of Seattle and the International Brotherhood of Teamsters, Local 763, representing Police Commanders at the Port of Seattle Police Department covering the period from January 1, 2026, through December 31, 2028.

EXECUTIVE SUMMARY

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

There are currently eight (8) Police Commanders employed at the Port of Seattle who are assigned to the Port of Seattle Police Department. Police Commanders are part of the Port of Seattle Police Department command staff and supervise the day-to-day activities of Port of Seattle Police Sergeants and Police Officers.

This agreement is for three years, covering the period from January 1, 2026, through December 31, 2028. The estimated total additional cost for wages and benefit increases is \$505,681. The estimated cumulative cost per year of the contract is: year one, \$90,404 year two \$266,318, and year three, \$505,681. . The cost is based upon a four percent (4.9%) wage increase in year one of the agreement (based on a differential of 25% over Sergeant A); a four percent (4.0%) wage increase in year two of the agreement; and a Cost-of-Living increase in year three of the agreement.

Meeting Date: June 9, 2026

The cost also consists of a 4.5% increase in health insurance in year one, and an estimated 5.0% increase in health insurance in years two and three of the agreement.

Other changes consist of a modification of the awarded time provision where members of the bargaining group will be allowed to cash out up to thirty-five (35) hours for the term of the contract; all cash out and lump sum payments associated with pension and benefit contributions shall be addressed in accordance with law; members of the bargaining group will be eligible to test at the Exercise Science Center (ESC) for physical fitness;

Other changes include employees paying an additional \$15 per month in employee premium share for a total of \$160 per month effective upon ratification of the agreement. The Port increased its contribution of the Pacific Coast Benefits Trust supplemental pension from \$1.40 per hour compensated to \$1.50 per hour compensated for members in the bargaining unit.

The Teamsters Retiree Welfare Trust provision was modified to reflect a monthly contribution of fifty dollars (\$50).

JUSTIFICATION

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

DETAILS

Term of the Agreement

Retroactive to January 1, 2026, through December 31, 2028.

FINANCIAL IMPLICATIONS

Wages

Classification	Current Rate	Effective 1/1/26 Base Hourly Rate negotiated +4.0%) adjusted to 4.9% to maintain differential of	Effective 1/1/27 Base Hourly Rate (4.0%)	Effective 1/1/28 Base Hourly Rate (Estimated 3% COLA)

Meeting Date: June 9, 2026

		25% above Sergeant A		
<u>Police Commander</u>	\$97.91/hour	\$102.70/hour	\$106.81/hour	\$110.01 (Estimate)

Employees were provided with a four percent (4.0%) increase in year one of the agreement ; a four percent (4.0%) increase in year two of the agreement; and an estimated cost-of-living increase of three percent (3.0%) in year three of the agreement based on the Seattle/Tacoma/Bellevue CPI-U (All Urban Consumers) October to October Index in year three of the agreement.

Health and Welfare

Members of the bargaining group are currently enrolled in Teamsters Medical Plan A where they are contributing one hundred twenty-five dollars (\$150) per month toward the cost of their medical insurance. The contract provides for an increase in the amount of premiums share paid by employees of \$15 effective upon ratification of the agreement between the parties. Total employee medical contribution will therefore increase to \$165 per month in year three of the agreement.

Pacific Coast Benefits Trust Supplemental pension

The Port increased its contribution to the Pacific Coast Benefits Trust supplemental pension from \$1.40 per hour compensated to \$1.50 per hour compensated for all members of the bargaining unit effective upon ratification between the parties.

Other Changes

- Cash out of up to thirty-five (35) hours of award time for the term of the agreement.
- All cash out and lump sum payments associated with pension and benefit contributions shall be addressed in accordance with law
- Members of the bargaining group are eligible to test at the Exercise Science Center (ESC) for physical fitness.

Meeting Date: June 9, 2026

Cost Impact \$	Year 1	Year 2	Year 3
Pay	\$ 75,324	\$ 146,511	\$ 197,033
Benefits	\$ 15,079	\$ 29,403	\$ 42,329
Total New Money	\$ 90,404	\$ 175,915	\$ 239,362
Total Cumulative Cost	\$ 90,404	\$ 266,318	\$ 505,681

The estimated total cumulative cost to the Port of Seattle for the duration of the contract is \$505,681

ATTACHMENTS TO THIS REQUEST

1. Collective Bargaining Agreement

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

None

PORT OF SEATTLE/LOCAL 763, IBT, SETTLEMENT AGREEMENT

March 31, 2026

COLLECTIVE BARGAINING AGREEMENT

By and Between



The Port of Seattle

And

Teamsters Local Union No. 763

**Affiliated With The
International Brotherhood of Teamsters**



REPRESENTING POLICE COMMANDERS

Term of Agreement

January 1, 2026- December 31, 2028

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PORT OF SEATTLE
POLICE COMMANDERS' AGREEMENT

ARTICLE 1 - PURPOSE OF AGREEMENT (CCL)

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

ARTICLE 2 - UNION RECOGNITION (CCL)

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

ARTICLE 3 - UNION SECURITY (CCL)

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

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

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

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

ARTICLE 4 - PAYROLL DEDUCTION (CCL)

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

assessments. The Port shall transmit such fees to the Union once each month on behalf of the employees involved. If a deduction error is identified, the error will be addressed as soon as practicable following notice to the Port.

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

ARTICLE 5 - BUSINESS REPRESENTATIVE ACCESS

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

ARTICLE 6 - BULLETIN BOARD

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

ARTICLE 7 - EQUAL EMPLOYMENT OPPORTUNITY (CCL)

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

ARTICLE 8 - MANAGEMENT RIGHTS (CCL)

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

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

8.02 Specific and Exclusive Management Rights. Subject to the provisions of this Agreement, the Port reserves the following specific and exclusive management rights:

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

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

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

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

ARTICLE 9 – PROBATION (CCL)

9.01 The probationary period for any employee appointed to a Command Staff classification shall be for the nine (9) calendar months following such appointment. The probationary period may be extended at the discretion of the Port’s Chief of Police (hereinafter referred to as the Chief) if the probationary employee has been absent due to bona fide illness or other legitimate reason. If an employee fails, in the judgment of management, to satisfactorily fulfill the responsibilities of the command staff position, the following action shall take place:

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

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

ARTICLE 10 – DISCIPLINE (CCL)

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

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

ARTICLE 11 - REDUCTION IN FORCE (CCL)

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

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

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

11.04 Limitation on Reduction in Force Application. The provisions of this Article shall be applied in good faith to bona fide situations where a reduction in force is required. This Article shall not be applied to provide an easy solution for dealing with employees who are unsatisfactory performers. Matters concerning unsatisfactory performance shall be subject to the conditions set forth in other provisions of this Agreement, including Articles 8, 9, and 10, and Appendices B and C.

ARTICLE 12 - JURY DUTY AND SUBPEONAED WITNESS (CCL)

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

ARTICLE 13 - BEREAVEMENT LEAVE (CCL)

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

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

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

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

ARTICLE 14 - HOURS OF WORK AND OVERTIME

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

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

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

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

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

14.02 Weekend Coverage.

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

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

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

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

14.04 Flex Time. In recognition of working in excess of eighty (80) hours in one (1) pay period, Commanders shall receive Flex time under the following conditions:

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

)

()

()

(a) In recognition of Commanders performing assignments that may require them to work in excess of the standard work schedule on an ongoing, regular basis,

Commanders shall automatically receive a lump sum of eighty (80) hours of Flex Time annually. The eighty (80) hours shall be granted on January 1st of each calendar year for incumbent Commanders. If an employee is hired into a regular Commander position after January 1 of a calendar year, the eighty (80) hours of Flex Time shall be granted on a pro-rated basis.

Employees should not normally expect to receive Flex Time compensation for working additional hours that are not in excess of ten percent (10%) of their regular work schedule

(g) (b) Flex Time must be used in the calendar year granted, and shall not be carried into the next calendar year. Flex Time shall not be cashed out. Retiring or terminating employees may not take Flex Time after their last worked day.

(c)

(d) Effective upon ratification and execution of the agreement and as an exception to Article 14.04 (b) above, Commanders may cash out up to thirty-five (35) hours per year of flex time. Cash out of flex time hours will follow the same procedures provided under Article 16.03, holiday cashout. This cash out provision is limited for the term of this agreement and will expire on December 31, 2028. This cash out provision will not be carried over to a successor collective bargaining agreement.

14.05 On-Call: Pagers/Cell Phones. For times when there is no Commander working after-hours and/or weekends (Saturday and Sunday), there shall be a member of the Command Staff on-call to be available to on-duty supervisors, assigned on a rotating basis. The rotation schedule for each Commander's on-call duty shall be no greater than seven (7) continuous days per on-call assignment, and each on-call assignment is not to occur more than once every five (5) weeks. Voluntary trades resulting in more frequent rotations may be made on a voluntary basis by Commanders. It is understood that an increase in staff will result in a decrease in on-call rotation frequency on a one for one basis. If a Commander is specifically required to carry a pager and/or cell phone and is assigned "on call," such Commander will be expected to respond and report, as soon as possible if called.

14.06 Assignment of Commanders. All assignments will be made at the discretion of the Chief of Police. Commanders will obtain approval for any leave from their Deputy Chief. Prior to taking any such leave, if two Commanders request leave during the same time period

and there is potential for a negative impact on the operation of the Department, the Commander with the most bargaining unit seniority will take precedence over the other.

ARTICLE 15 – VACATION

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

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

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

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

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

- (a) 96 Hours of Vacation: From the first (1st) day of employment, to and including the forty-second (42nd) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of eight (8) hours per month of active employment, or the equivalent of up to ninety-six (96) hours per year (8 hours per month x 12 months = 96 hours per year).
- (b) 120 Hours of Vacation: From the forty-third (43rd) full month, to and including the seventy-second (72nd) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of ten (10) hours per month of active employment, or the equivalent of up to one-hundred and twenty (120) hours per year (10 hours per month x 12 months = 120 hours per year).
- (c) 128 Hours of Vacation: From the seventy-third (73rd) full month, to and including the one hundred thirty-second (132nd) full month of continuous employment,

permanent employees shall accrue vacation leave at the rate of ten and sixty-seven hundredths (10.67) hours per month of active employment, or the equivalent of one-hundred and twenty eight (128) hours per year (10.67 hours per month X 12 months = 128 hours per year).

- (d) 160 Hours of Vacation: From the one hundred thirty-third (133rd) full month to and including the one hundred ninety-second (192nd) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of thirteen and thirty-four hundredths (13.34) hours per month of active employment, or the equivalent of up to one hundred and sixty (160) hours per year (13.34 hours per month x 12 months = 160 hours per year).
- (e) 168 Hours of Vacation: From the one hundred ninety-third (193rd) full month, to and including the two hundred twenty-eighth (228th) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of fourteen (14) hours per month of active employment, or the equivalent of up to one-hundred and sixty eight (168) hours per year (14 hours per month X 12 months = 168 hours per year).
- (f) 176 Hours of Vacation: From the two hundred twenty-ninth (229th) full month, to and including the two hundred-fortieth (240th) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of fourteen and sixty-seven hundredths (14.67) hours per month of active employment, or the equivalent of up to one hundred and seventy-six (176) per year (14.67 hours per month x 12 months = 176 hours per year).
- (g) 184 Hours of Vacation: From the two hundred forty-first (241st) full month, to and including the two hundred fifty-second (252nd) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of fifteen and thirty-four hundredths (15.34) hours per month of active employment, or the equivalent of up to one-hundred and eighty-four (184) hours per year (15.34 hours per month X 12 months = 184 hours per year).
- (h) 192 Hours of Vacation: From the two hundred fifty-third (253rd) full month, to and including the two hundred sixty-fourth (264th) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of sixteen (16) hours per month of active employment, or the equivalent of up to one-hundred and ninety-two (192) hours per year (16 hours per month X 12 months = 192 hours per year).
- (i) 200 Hours of Vacation: From the two hundred sixty-fifth (265th) full month, to and including the two hundred seventy-sixth (276th) full month of continuous employment, permanent employees shall accrue vacation leave at the rate of sixteen and sixty-seven hundredths (16.67) hours per month of active employment, or the equivalent of up to two-hundred (200) hours per year (16.67 hours per month X 12 months = 200 hours per year).

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

15.05 Payment for Vacation Leave at Termination. Upon termination of employment, regular permanent employees shall receive a lump sum payment in lieu of one hundred percent (100%) of unused vacation leave, based on limitations stated above and as further limited by this Section. . Pension and benefit contributions associated with this lump sum payment will be addressed in accordance with law.

Employees who terminate active employment before completing six (6) months of employment shall receive no vacation pay. Pay for unused vacation leave shall be computed through the last day of employment. Section 15.04 may be subject to modification to meet legal requirements in the event of further changes in State Law.

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

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

ARTICLE 16 – HOLIDAYS

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

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

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

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

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

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

Pension and benefit contributions associated with this cash out of holiday hours will be addressed in accordance with law.

Compensation tied to holiday cash out will only be reported to the Department of Retirement Service on the basis of the eleven (11) Port of Seattle recognized holidays. Compensation

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

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

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

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

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

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

ARTICLE 18 - FALSE ARREST AND PROFESSIONAL LIABILITY (CCL)

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

ARTICLE 19 - UNIFORMS AND EQUIPMENT (CCL)

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

19.02 Damage Reimbursement. Effective upon ratification and execution of the agreement, limited to four hundred dollars (\$ 400.00) for each incident, reasonable reimbursement shall be provided for repair or replacement of eyeglasses, watches, or hearing aids which may be broken, damaged or lost as a result of work related activities, where no

employee negligence is involved. This benefit applies only in situations where the benefits are not covered under Teamsters Health and Welfare Plans or other benefits.

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

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

ARTICLE 20 – BENEFITS

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

- (a) Washington State Public Employees Retirement System (PERS), or LEOFF as applicable. Effective upon ratification by Local 763 and approval by the Port Commission, for those Commanders ineligible to participate in either PERS or LEOFF, the Port shall contribute an additional amount equal to the employer's regular rate of contribution for PERS or LEOFF eligible employees into the Port's 401 (a) Plan referenced in Article 20.01 (c) below.
- (b) Unemployment compensation benefits under the Washington State Employment Security Act.
- (c) A retirement or savings plan in lieu of Social Security. Contributions of six and two-tenths percent (6.2%) of salary on behalf of all members of the bargaining unit, transmitted to the Plan each pay period, up to the annual maximum limits of social security plus any additional amounts received under Article 20.01 (a) above, if applicable, to the ICMA-RC 401(a) Plan.
- (d) Parking as currently provided limited to employees on duty status.
- (e) Locker room and lunchroom facilities.
- (f) Washington State Workers' Compensation.
- (g) Educational assistance for employees shall be subject to approval of the Chief. It is agreed that if funds are not available from other sources, such as special Federal or State programs, with the advance approval of the Chief, the Port shall provide reimbursement limited to job related educational curricula on the following basis:
 - (1) For employees engaged in continuing education at accredited institutions to obtain a college degree, fifty percent (50%) of tuition costs following one (1) calendar year of continuous employment and seventy-five percent

(75%) following four (4) years of continuous employment. Payment will be made upon evidence of satisfactory completion and will cover tuition fees only. Reimbursement may be applied for following each semester.

- (2) After one (1) calendar year of continuous employment, for individual courses limited to job related subject matter and not in connection with course work for a college degree, one hundred percent (100%) reimbursement for tuition only. Reimbursement shall be provided after evidence of satisfactory completion. This applies to courses taken as a result of a request initiated by an employee. However, non-mandatory specialized police/fire training courses taken at the option of the employee shall result in reimbursement to the Port by the employee for actual expenses if the employee voluntarily resigns (for other than medical reasons) or retires in less than two (2) years after completion of the special training.
 - (3) For courses or seminars initiated for an individual employee at the direction of the Chief, reimbursement shall be provided for the entire costs of such instruction. Reimbursement shall include amounts to cover tuition, books, and miscellaneous instructional fees.
 - (4) Such educational assistance shall be linked to a detailed Letter of Commitment, provided to the Department by the employee, that captures the employee's study and career goals.
- (h) Forty (40) hours training will be scheduled per year per employee.
- (i) As provided below in this paragraph, employees shall be eligible for participation in the Port of Seattle's Deferred Compensation Plan. Eligibility and participation of employees shall be subject to the terms and conditions of such plan including any plan amendments, revisions, or possible cancellation. It is further agreed that content of the plan itself, plan administration, and any determinations made under the plan shall not be subject to the Grievance Procedure (Article 29) or to any other provisions of this Agreement or to negotiation by the Union.
- (j) Department Vehicle. For the duration of this Agreement, the Port shall provide each Commander the use of a take-home departmental vehicle. If any Commander resides more than forty five (45) miles from the Department, the Commander may not commute in his/her department vehicle beyond the forty five (45) mile boundary. The Police Chief may make an exception based on operational or Department need. Decisions to grant or deny an exception shall not be subject to the grievance process.
- (k) Pacific Coast Benefit Plan. Effective January 1, 2022, the Employer's contribution shall be one dollar and thirty-five cents (\$1.35) per hour compensated.

Effective upon ratification and execution of the agreement, this amount shall increase to one dollar and forty-cents (\$1.40) per hour compensated.

Effective upon ratification and execution of the agreement, this amount shall increase to one dollar and fifty-cents (\$1.50) per hour compensated.

- (l) Shared Leave as defined in Section 23.05.
- (m) Retirement Firearm and Box. Upon retirement from the Port of Seattle Police Department, the retiring Commander with at least five (5) years of service will be provided the following as compensation for prior service:
 - 1. The Commander's assigned service weapon; and
 - 2. A display box suitable to display the service weapon.
- (n) Paid Parental Leave. The Port shall continue to provide Paid Parental Leave to members of this bargaining unit. Eligibility, participation and terms of the Paid Parental Leave shall be as provided to non-represented employees as outlined in Port policy HR-5. The Port may change or modify its Paid Parental Leave policy and/or procedure. If the Port desires a change/modification the Port agrees to provide the Union with advance notice of any change.

ARTICLE 21 - LEAVE WITHOUT PAY (CCL)

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

21.02 Considerations. Leave approval considerations shall include:

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

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

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

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

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

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

Effective upon Union ratification of the Agreement, the Port will pay the employee portion of the premium associated with this provision.

ARTICLE 22 - RE-EMPLOYMENT RIGHTS (CCL)

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

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

- (a) The application request must be for the classification that the employee held at the time of voluntary separation; and

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

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

ARTICLE 23 - SICK LEAVE

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

Sick leave is accrued from the first (1st) day of employment but may not be used until the completion of thirty (30) days of continuous employment and is to be used under the conditions stated in Section 23.02 of this Article.

23.02 Use of Sick Leave. Sick leave will be used only in instances of non-job related employee or dependent illness or injury and as provided by law. Departmental management may require a physician's statement to justify use of sick leave and/or to determine that an employee's return from absence due to illness or injury is sanctioned by the attending physician, to the extent provided by law. Family medical and care leave will be administered in accordance with current Federal and State laws, and applicable Port policies.

The Port shall comply with the requirements of the Washington Paid Family and Medical Leave Act and shall have full discretion on meeting those requirements (e.g. Voluntary Plan), which

shall not be subject to the grievance procedure or to any other provision of this Agreement or to negotiation by the Union. However, the Port agrees to provide advance notice of how the Port intends to comply, and when and if there are any changes to the Union.

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

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

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

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

- (a) Purpose: The Shared Leave Program enables employees to donate accrued sick leave to fellow employees who are faced with taking leave without pay or termination due to extraordinary or severe physical or mental illnesses. Implementation of the program for any individual employee is subject to agreement by the Employer, and the availability of shared leave from other employees. The Employer's decisions in implementing and administering the shared leave program shall be reasonable.
- (b) Participation: Participation in the Shared Leave Program is voluntary. No employee shall be coerced, threatened, intimidated or financially induced into donating sick leave for purposes of this program.

23.06 Attendance Incentive.

- (a) Two hundred and fifty dollars (\$250.00) for any employee who has completed one (1) calendar year of continuous employment without any absence from work. Incentive pay will be subject to payroll withholding requirements.
- (b) Any absence except the following will disqualify an employee:
 - (1) Vacation

- (2) Holidays
- (3) Bereavement Leave
- (4) Military Leave
- (5) Jury Duty
- (6) Subpoenaed Witness Service on a Port-related case
- (7) Compensatory Time Off

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

ARTICLE 24 - LONG TERM DISABILITY (CCL)

24.01 Eligibility. Commanders are covered for Long Term Disability insurance on the first (1st) day of active employment following six (6) continuous months of employment. Subject to qualified disability, the employee will receive sixty percent (60%) of covered monthly earnings less income from other sources. Benefits for Police Command Staff begin after an elimination period of forty-five (45) days for a non-occupational disability and one hundred eighty (180) days for an occupational disability. Benefits continue during qualified disability, but not past the employee's sixty-fifth (65th) birthday or ADEA extension. The maximum benefit is three thousand five hundred dollars (\$3,500.00) with a three percent (3%) cost-of-living net benefit adjuster. The policy contains a three (3) to six (6) month pre-existing condition limitation and certain exclusions and limitations for benefit payment.

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

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

- (a) For the first (1st) six (6) months of a duty disability, the Port shall supplement amounts paid by certain offsets to a level equal to the base pay rate of the disabled Commander. Such benefit program offsets include but are not limited to state, federal, or other disability programs to which the Port has contributed such as the Public Employees' Retirement System, the Federal Social Security System, the Washington State Department of Labor and Industries programs (e.g. Workers' Compensation, Pension, and lump sum disability awards), and the Long Term Disability Coverage provided under Article 24 of this Agreement.
- (b) In addition, the insurance premiums paid by the Port for insurance programs covered in this Agreement shall continue on behalf of a Commander for the first (1st) six (6) months of a duty disability.
- (c) This coverage is also in compliance with RCW 41.04.510.

- (d) If a Commander becomes disabled as a result of duty-disability, the Officer will have his/her job rights protected for two (2) years from the date of the disability as defined below in Sections 24.03 and 24.04.

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

24.04 Return to Work. If a Police Commander becomes disabled as a result of duty-disability, the Commander will have his/her job rights protected for two (2) years from the date of the disability provided the Commander is released to return to work and can perform all the job requirements of a Police Commander. In the event the member of the Command Staff is not able to perform the job requirements of a Police Commander, the Port will make a good faith effort to find other suitable jobs within the Port for which the employee is qualified. In no event will jobs be created or modified specifically for that purpose. This understanding is predicated on a good faith application by the Parties involved.

ARTICLE 25 - TEAMSTERS HEALTH AND WELFARE PROGRAMS

25.01 Effective January 1, 2026 (based on December 2025 hours), and each month thereafter during the period this Collective Bargaining Agreement is in effect, the Port agrees to pay to Washington Teamsters Welfare Trust c/o Northwest Administrators, Inc. for every eligible employee covered by this Agreement who was compensated for eighty (80) hours or more in the preceding Port payroll calendar month the following:

- a. Health & Welfare - Contribute the sum of \$ 1,790.80 per month for benefits under the "PLAN A" (Price includes an addition of \$11.40 for the additional 9 month waiver, from the base price of the plan and \$18.00 for domestic partner coverage).
- b. Dental - Contribute the sum of \$ 122.70 per month for benefits under the "PLAN A." (Price includes an addition of \$2.20 for domestic partner coverage)
- c. Vision - Contribute the sum of \$17.30 per month for continued benefits under the "EXTENDED BENEFITS." (Price includes an addition of \$.20 for domestic partner coverage)
- d. Life Insurance - The Port agrees to provide life insurance in an amount which insures each eligible employee shall be covered for an amount of life insurance equal to forty percent (40%) of his/her total annualized pay rate, based upon the employee's classification.

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

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

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

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

Effective upon ratification and execution between the parties, each employee shall contribute \$165 per month toward the monthly premium costs in Article 25.01.

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

25.04 Retirees Welfare Trust. :

Effective January 1, 2020, members of the bargaining group will be eligible pursuant to the same eligibility criteria provided in Article 25.01 to enroll in the Teamsters Retiree Welfare Trust Plus XL plan. The Port shall contribute fifty dollars (\$50) per month for the term of the agreement toward the monthly premium of each member enrolled in the Teamsters Retiree Welfare Trust Plus XL plan. The balance of the monthly premium rate will be paid by members of the bargaining group through monthly payroll deduction. The Port will be absolved from any liability associated with this Teamsters Retiree Welfare Trust plan.

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

26.01 No Right to Strike. Nothing in this Agreement shall be construed to give an employee the right to strike, and no employee shall strike or refuse to perform assigned duties

to the best of his/her ability. The Union agrees that it will not condone or cause any strike, slowdown, mass sick call, or any other form of work stoppage or interference with the normal operation of the Police Department or of the Port.

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

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

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

ARTICLE 27 - SAVINGS CLAUSE(CCL)

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

ARTICLE 28 - ENTIRE AGREEMENT (CCL)

28.01 Entire Agreement; No Oral Modifications. The Agreement expressed herein in writing constitutes the entire agreement between the Parties and no oral statement shall add to or supersede any of its provisions.

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

ARTICLE 29 - GRIEVANCE PROCEDURE (CCL)

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

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

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

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

29.05 Grievance Procedure.

STEP 1

The affected employee, or Union's Business Representative shall present the grievance in writing to the office of the Chief of Police. If the supervisor or supervisor's designee and the grievant are unable to arrive at a satisfactory settlement, the supervisor (or designee) will issue a written response to the employee, with a copy to the Union's Business Representative. The response shall be issued no later than ten (10) days after the date that the grievance was initially filed. The Union may refer the grievance to Step 2 within ten (10) days of receipt of the supervisor's response, or if the supervisor's response is untimely, within ten (10) days of the date when the supervisor's response was due.

STEP 2

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

Class Grievances. With respect to issues affecting more than one (1) Commander, the Union may elect to file a grievance at Step 2 without the need for individual Commanders to file a grievance at Step 1. The twenty (20) day time limit referenced in Section 29.02, as well as the other requirements of this Article, shall be applicable to such filings.

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

STEP 3

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

Board of Adjustment. The Parties shall schedule a Board of Adjustment hearing which shall be held no later than twenty (20) days after the initiation of Step 3. The purpose of the hearing is to evaluate all known facts relating to the grievance in order to determine an appropriate resolution. The Port's Labor Relations representative, the Chief or designee, and two (2) Union Representatives shall be present, and both sides shall have an opportunity to present all information that they have relating to the grievance. If the Parties are unable to arrive at a settlement, or if the Board of Adjustment hearing is not held within twenty (20) days after initiation of Step 3, the Union may refer the matter to Step 4. The Parties may mutually agree to waive the Step 3 process.

STEP 4: ARBITRATION

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

Selecting An Arbitrator. For all arbitrations involving disciplinary actions, discharges, or terminations, the arbitration selection procedure shall be as established by RCW 41.58.070. For all other arbitrations, the Port and the Union mutually agree that either Party to this Agreement may apply to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) persons who are qualified and available to serve as arbitrators for the dispute involved. Within ten (10) days of receipt of the FMCS list, the Parties will jointly select an arbitrator from the list by alternately striking one (1) arbitrator on the list until the final remaining arbitrator is selected as the arbitrator for the particular hearing. The Parties shall determine first (1st) initiative through a coin flip.

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

ARTICLE 30 - APPENDICES INCORPORATED INTO AGREEMENT (CCL)

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

1. Appendix A – Pay Rates

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

ARTICLE 31 – CONFERENCE BOARD (CCL)

31.01 Board Members. There shall be a Department Conference Board consisting of three (3) employees named by the Union and three (3) representatives of the Department named by the Chief. The Chief, or his/her representative, shall sit as one (1) of the three (3) employer representatives to the maximum extent practicable, but any of the six (6) members may be replaced with an alternate from time to time. The Parties may mutually agree to bring in additional persons with expertise in the matters being discussed.

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

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

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

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

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

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

All other conditions shall be effective on the date the Agreement is signed or as otherwise identified in this Agreement. All provisions of this Agreement shall extend from the effective date to December 31, 2028. The Agreement may be opened to negotiate a successor Agreement by either party giving notice in writing not later than sixty (60) days prior to the expiration date.

PORT OF SEATTLE

**TEAMSTERS LOCAL UNION
NO. 763/IBT**

STEPHEN P. METRUCK
Executive DIRECTOR

CHAD BAKER
Secretary-Treasurer

Date

Date

APPENDIX A
PAY RATES

1. PAY SCHEDULE.

A. BASE WAGE

1/1/ 2026
Base Monthly Salary Rate

Commander	\$ 17,801.33
	(\$ 102.70 per hour x 2080 hours / 12 months)

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

(The above rate is based upon a 4.0% increase.

Effective January 1, 2026, the base monthly salary rate will be increased by four percent (4.0%).

Effective January 1, 2027, the base monthly salary rate will be increased by four percent (4.0%)

Effective January 1, 2028, the base monthly salary rate will be increased by an amount equal to 100% of the Seattle/Tacoma/ Bellevue CPI-U October 2026 -October 2027 with a 0% minimum and a 6% maximum.

B. Salary Compression. (CCL)

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

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

2 OTHER PAY CONSIDERATIONS. (CCL)

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

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

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

<u>Percent of Base Rate</u>	<u>Degree</u>
2%	Associate of Arts Degree
4%	Bachelor's Degree
6%	Advanced Degrees (e.g. MA, MBA, JD)

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

Annually, employees who test at the Exercise Science Center (ESC) and achieve a rating of two (2) will receive an additional one percent (1.0%) premium above the employee's base rate of pay the following year.

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

APPENDIX B
POLICE OFFICERS' BILL OF RIGHTS (CCL)

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

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

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

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

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

- E. The questioning shall not be overly long and the employee shall be entitled to such reasonable intermissions as he/she shall request for personal necessities, meals, telephone calls, and rest periods.
- F. The employee shall not be subjected to any offensive language, nor shall he/she be threatened with dismissal, transfer, or other disciplinary punishment as a guise to attempt to obtain his/her resignation, nor shall he/she be intimidated in any other manner. No promises or awards shall be made as an inducement to answer questions.
- G. The Port will comply with any applicable state or federal restrictions that prohibit the use of a lie detector or similar tests as a condition of continued employment.
- H. An employee shall be permitted to read any material affecting his/her employment before such material is placed in the employee's personnel file, and an employee shall be allowed to rebut in writing material placed in his/her personnel file. Such written rebuttal shall also be included in the employee's personnel file.
- I. A Commander may make a request to the Office of the Chief to review material that references the Commander, contained in the Blue Team / IA Pro. The Commander will be allowed access to review such materials unless they are part of an active investigation or otherwise protected from disclosure by law.
- J. The Police Department will notify a Commander prior to providing written materials to the prosecutor's office regarding an internal investigation unless to do so would jeopardize an on-going criminal investigation.
- K. As a Department locker is assigned to an Commander, who places his/her lock on such locker, locker search without notice may not be conducted without the permission of the Officer or without a search warrant, provided, however, with twenty-four (24) hour notice to the Officer involved, a locker inspection may be conducted by the Chief or the Chief's designee. Such an inspection may be conducted by order of the Chief without the requirement of employee's permission and without a search warrant. The employee shall have the right to be present during such locker inspection.
- L. Commanders will have an opportunity to sign complaints of misconduct or resulting findings of such complaints before such material is entered into their personnel files. The Commander's signature constitutes acknowledgment that he/she has seen the material prior to its filing.
- M. All case documentation shall remain confidential within the Internal Investigation Section and to the Chief. Only cases which are classified as sustained shall be forwarded to the Department Administrative file as well as a conclusion of findings

to Human Resources and Development for inclusion in the employee's personnel records.

- N. There shall be a separate confidential Internal Investigation Section file for unfounded cases. Such unfounded case file may be opened for legitimate "need to know" reasons with the approval of the Chief and/or Deputy Chief. Such approval will be documented.
- O. The Police Department will maintain in a secure location a personnel file for each bargaining unit employee. Every person who signs out a file must complete the Personnel File Access Form contained in the file. The form will include a place for the name of the person signing out the file, the purpose, and the dates the file was signed out and returned.
- P. If for any reason an employee's personnel file or an internal affairs case in which the employee is identified as a subject is requested pursuant to the Washington State Public Records Act, RCW 42.56, the Department will provide to the affected employee(s) timely notice and a complete copy of the request.

APPENDIX C
DRUG/ALCOHOL TESTING (CCL)

PREAMBLE

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

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

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

As referred to herein, testing shall be applicable to all entry level probationary employees and any other employee for whom the Port has a reasonable suspicion that the employee is working while under the influence of alcohol or drugs.

- A. Illicit substance or drug abuse by members of the Department is unacceptable and censurable conduct worthy of strong administrative action.
- B. Preconditions to Drug/Alcohol Testing. Before an employee may be tested for drugs or alcohol based on a reasonable suspicion, the Port shall meet the following prerequisites.
 - 1. The Port shall inform employees in the bargaining unit what drugs or substances are prohibited.
 - 2. The Port must provide in-service training containing an educational program aimed at heightening the awareness of drug and alcohol related problems.
 - 3. The Port and the Union shall jointly select the laboratory or laboratories which will perform the testing.
 - 4. The Chief or Deputy Chief shall be the Police Department representatives to authorize or to approve a drug/alcohol test.
 - 5. The Officer authorizing or approving a drug or alcohol test under this Appendix C shall provide a written report to the Chief, and to the employee, if requested, that documents the basis for ordering the test under the reasonable suspicion standard. The report shall be completed no later than the end of the shift on which the test was ordered.

6. The Port shall not use the drug-testing program to harass any Officer.
- C. The Department shall also have the discretion to order any entry level probationary sworn employee to submit to a blood, breath, or urine test for the purposes of determining the presence of a narcotic, drug, or alcohol a minimum of two (2) times during such employee's entry level probationary period. These tests will be conducted in the following manner:
1. Tests will be administered to each entry level probationary employee a minimum of two (2) times, at various intervals, during the probationary period.
 2. Entry level probationary employees shall only be tested while on duty.
 3. The providing of a urine sample will be done in private.
 4. Obtaining of urine samples shall be conducted in a professional and dignified manner.
 5. A portion of urine samples shall be preserved to permit the following:
 - a. Positive samples shall be tested utilizing a gas chromatography/mass spectrometry (GC/MS) test.
 - b. A third (3rd) test for positive samples shall be conducted if requested by the employee, at Port expense, by a reputable laboratory of mutual choice.

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

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

- D. Testing Mechanisms. The following testing mechanisms shall be used for any drug or alcohol tests performed pursuant to the testing procedure:
1. It is recognized that the Employer has the right to request the laboratory personnel administering a urine test to take such steps as checking the color and temperature of the urine samples to detect tampering or substitution, provided that the employee's right of privacy is guaranteed, and in no circumstances may observation take place while the employee is producing the urine sample. If it is established that the employee's specimen has been intentionally tampered with or substituted by the employee, the employee is subject to discipline as if the sample tested

positive. In order to deter adulteration of the urine sample during the collection process, physiologic determinations such as creatinine and/or chloride measurements may be performed by the laboratory.

2. The parties recognize that the key to chain of possession integrity is the immediate labeling and initialing of the sample in the presence of the tested employee. If each container is received at the laboratory in an undamaged condition with properly sealed, labeled and initialed specimens, as certified by the laboratory, the Employer may take disciplinary action based upon properly obtained laboratory results.
3. Any screening test shall be performed using the enzyme immunoassay (EMIT) method.
4. Any positive results on the initial screening test shall be confirmed through the use of the high-performance thin-layer chromatography (HPTLC), gas chromatography (GC) and GC/MS. If at any time there exists a test with a higher rate of reliability than the GC/MS test, and if such test is reasonably accessible at a reasonable cost, such test shall be used in place of the GC/MS test if requested by the Union.
5. All samples which test negative on either the initial test or the GC/MS confirmation test shall be reported only as negative. Only samples which test positive on both the initial test and the GC/MS confirmation test shall be reported as positive.
6. In reporting a positive test result, the laboratory shall state the specific substance(s) for which the test is positive and shall provide the quantitative results of both the screening and the GC/MS confirmation tests, in terms of nanograms per milliliter. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate.

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

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

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

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

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

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

F. Consequences of Positive Test Results.

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

Confirmed positive test – Employee is subject to discharge.

G. Employee Rights.

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

AGENDA MEMORANDUM

ACTION ITEM

Item No.	8h
Date of Meeting	June 9, 2026

DATE: May 11, 2026

TO: Stephen P. Metruck, Executive Director

FROM: Jason Berg, Aviation Real Estate & Portfolio Manager
Eric Schinfeld, Senior Manager, Federal Government Relations

SUBJECT: King County ILA Renewal For-Hire Transportation Regulatory Services Action Memo

ACTION REQUESTED

Request Commission authorization for the Executive Director to enter into an Interlocal Agreement (ILA) with King County for For-Hire Transportation Regulatory Services. This ILA will be effective for one year from the date of execution, and shall automatically renew from year to year unless either party terminates with 30 days written notice to the other party.

EXECUTIVE SUMMARY

Changes in King County policies related to for-hire transportation require the Port and King County to update their long-time ILA to accurately reflect these updates. In particular, the ILA has been drafted to incorporate general updates and to add the new chapter of King County Code, chapter 6.65. The update has been negotiated between the Port and King County, and has been reviewed and finalized by the Port’s Legal Department and Aviation Division staff.

DETAILS

The Port of Seattle and King County executed an ILA that went into effect on April 9, 1987 for the enforcement of taxi and for-hire transportation regulations on airport property. King County continues to regulate the for-hire transportation industry by providing regulatory services for 16 cities as well as the Port of Seattle at Seattle-Tacoma International Airport. The County has a similarly long history of working with the City of Seattle to license and enforce these respective regulations.

In December 2023, King County Executive Dow Constantine signed four ordinances related to for-hire transportation. They include:

Meeting Date: June 9, 2026

- Ordinance 19699, which updates King County Code (KCC) chapter 6.64 provisions related to transportation network companies, drivers, and vehicles, to better align with state law and to remove regulations related to taxicabs and for-hire vehicles from the chapter.
- Ordinance 19700, which establishes a new chapter in King County Code to regulate taxicab and for-hire vehicle operators. The goals in establishing this new chapter are to update and modernize the regulations for this part of the industry, to create a more regional licensing model for companies, drivers and vehicles, to formally begin the transition to new technology via smart taximeters systems, to provide greater flexibility for individual companies to implement more competitive fare strategies like upfront fares and dynamic pricing, and to improve alignment with the City of Seattle’s regulatory program by reducing the complexity of navigating similar but slightly different code requirements.
- Ordinance 19692, which authorizes the Executive to enter into updated interlocal agreements with local jurisdictions to provide for-hire regulatory services. In addition to general updates, the new ILA incorporates the newly adopted chapter in King County Code.
- Ordinance 19693, which authorizes the Executive to enter an updated interlocal agreement with the City of Seattle to regulate the for-hire transportation industry, adds the new chapter created in King County Code and a companion chapter in Seattle Municipal Code, and delineates the roles and responsibilities between the City and King County.

The existing ILA between King County and the Port of Seattle currently only refers to KCC chapter 6.64. A new interlocal agreement has been drafted to incorporate general updates and to add the new chapter of King County Code, chapter 6.65.

ATTACHMENTS TO THIS REQUEST

- (1) Interlocal Agreement

INTERLOCAL AGREEMENT BETWEEN
King County and Port of Seattle
for For-Hire Transportation Regulatory Services

THIS AGREEMENT is made between King County, a home rule charter county and political subdivision of the State of Washington, hereinafter referred to as the "County," and Port of Seattle, a public agency in the State of Washington, hereinafter referred to as "Agency," under authority of Chapter 39.34, Chapter 46.72 RCW, Chapter 46.72B RCW, and Chapter 81.72 of the Revised Code of Washington and collectively referred to as "Parties."

WHEREAS, the County has jurisdiction to license and regulate for-hire transportation services including issuing vehicle medallions, transportation network company vehicle endorsements (hereinafter referred to as "vehicle endorsements"), for-hire driver's licenses and for-hire driver's permits, transportation network company licenses (hereinafter referred to as "company licenses"), and transitional regional dispatch agency and regional dispatch agency licenses (hereinafter referred to as "agency licenses"), to enforce the laws and regulations concerning the same within its boundaries, and has provided for-hire transportation regulatory services to local jurisdictions for many years; and

WHEREAS, the business of for-hire transportation services presents unique licensing and law enforcement issues of a multijurisdictional nature; and

WHEREAS, it is desirable, to adequately protect the interests of the County and the Agency and the public, to provide for a uniform, regional system of licensing for-hire transportation services; and

WHEREAS, the County and its employees are well-qualified and able in matters relating to the licensing and enforcement of laws relating to the conduct of for-hire transportation services; and

WHEREAS, the Agency desires to participate in a regional approach to the licensing and enforcement of laws relating to for-hire transportation services and seeks to obtain the assistance of the County to provide these services; and

WHEREAS, the County is ready, willing, and able to assist the Agency in matters relating to the licensing and enforcement of laws relating to regulation of for-hire transportation services; and

WHEREAS, the entities previously regulated under Chapter 6.64 King County Code are now going to be regulated under Chapter 6.64 King County Code and Chapter 6.65 King County Code, and this Agreement is being updated to reflect that change.

NOW THEREFORE, the County and Agency hereby agree:

Section 1. Term of Agreement

This Agreement shall be effective for one year from the date of execution and shall automatically renew from year to year, unless either party provides thirty (30) days' written notice to the other party to terminate this Agreement, with or without cause, immediately after the thirty (30) days. This Agreement

may be immediately terminated by the County for lack of appropriation authority by providing written notice to the Agency.

Section 2. Agency Responsibilities

The Agency shall:

- a. Promptly adopt rules and regulations that adopt by reference Chapter 6.64 of the King County Code and any King County Administrative Rules promulgated pursuant to that Chapter (collectively with Chapter 6.65 of the King County Code, hereinafter “the Agency Operating Regulations”).
- b. Promptly adopt rules and regulations that adopt by reference Chapter 6.65 of the King County Code and any King County Administrative Rules promulgated pursuant to that Chapter (collectively with Chapter 6.64 of the King County Code, hereinafter “the Agency Operating Regulations”).
- c. Promptly review any revisions to Chapter 6.64 of the King County Code and any amendments to King County Administrative Rules promulgated pursuant to Chapter 6.64 of the King County Code after this Agreement is signed, and either adopt them by reference or promptly notify the King County Records and Licensing Services Division Director, hereinafter referred to as "Division Director," of the Agency's intention otherwise.
- d. Promptly review any revisions to Chapter 6.65 of the King County Code and any amendments to King County Administrative Rules promulgated pursuant to Chapter 6.65 of the King County Code after this Agreement is signed, and either adopt them by reference or promptly notify the Division Director of the Agency's intention otherwise.
- e. Delegate to the County the following:
 - i. The power to enforce, including on Agency property, the terms of the Agency Operating Regulations that were adopted in 2.a and 2.b, above, including the power to issue, deny, restrict, suspend, or revoke vehicle medallions, vehicle endorsements, for-hire driver's licenses, for-hire driver's permits, regional for-hire driver's licenses and enhanced regional for-hire driver's licenses, company licenses, and agency licenses issued thereunder; and
 - ii. Conduct administrative appeals of those County licensing and permitting determinations made, and enforcement actions taken on behalf of the Agency. Such appeals shall be conducted by the King County Hearing Examiner or the County's successor administrative appeals body or officer on behalf of the Agency unless either the Agency or the County determines that the particular matter shall be heard by the Agency.

Nothing in this Agreement is intended to divest the Agency of authority to issue (a) notices of violation and court citations for violations of Agency Operating Regulations that were adopted in 2.a and 2.b, above, or (b) non-judicial citations or violations of other Agency rules and regulations related to for-hire operations on Airport property. The authority to issue notices of violations and court citations may be

exercised by either the County or the Agency.

Section 3. County Responsibilities

The County Records and Licensing Services Division shall act as the Agency's agent in performing the following in accordance with enabling Operating Regulations and administrative procedures:

- a. The County shall perform, consistent with available resources, all services relating to licensing and enforcement of the Agency Operating Regulations pertaining to for-hire transportation services, including the operation and maintenance of a unified, regional system to license and regulate for-hire transportation services;
- b. The provision of such service, the standards of performance, the discipline of County employees, and all other matters incident to the performance of such services and the control of personnel so employed shall remain with the County;
- c. The County shall promptly advise the Agency of any revisions to Chapter 6.64 or Chapter 6.65 of the King County Code and of any amendments to King County Administrative Rules promulgated pursuant to Chapter 6.64 or Chapter 6.65 of the King County Code after this Agreement is signed.
- d. The services provided by the County pursuant to this Agreement do not include legal services to the Agency, which shall be provided by the Agency at Agency expense.

Section 4. Compensation and Method of Payment

- a. The County shall retain all fines and fees collected pursuant to the licensing of for-hire transportation services. No additional compensation will be due from the Agency.
- b. The Parties agree that all fines or civil penalties assessed by the Division Director for violation of Agency Operating Regulations regulating for-hire transportation services shall become the property of the County.
- c. The Parties agree that all fines or civil penalties assessed by the Agency for violation of Agency Operating Regulations regulating for-hire transportation services shall become the property of the Agency.

Section 5. Mutual Covenants

The Parties understand and agree that the County is acting hereunder as an independent contractor and that:

- a. All County persons rendering services hereunder shall be, for all purposes, employees of the County, although they may from time-to-time act as commissioned officers of the Agency; and
- b. The County contact person for the Agency regarding all issues that may arise under this

Agreement, including but not limited to citizen complaints, service requests and general information on for-hire transportation services is the Division Director or the successor division's director.

Section 6. Dispute Resolution

In the event of a dispute between the Parties as to the extent of the service to be rendered hereunder, or the minimum level or manner of performance of such service, the determination of the Division Director shall be final and conclusive in all respects.

Section 7. Indemnification and Hold Harmless.

- a. Agency Held Harmless. The County shall indemnify and hold harmless the Agency and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages that arise out of or are related to the negligent acts or omissions of the County, its officers, agents, and employees, or any of them and in the performance of the County's obligations pursuant to this Agreement. In the event that any such suit based upon such a claim, action, loss, or damage is brought against the Agency, the County shall defend the same at its sole cost and expense; provided that the Agency reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the Agency, and its officers, agents, and employees, or any of them, or jointly against the Agency and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
- b. County Held Harmless. The Agency shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, action, suits, liability, loss, costs, expenses, and damages that arise out of or are related to the negligent acts or omissions of the Agency, its officers, agents, and employees, or any of them and in the performance of the Agency's obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the Agency shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the Agency and their respective officers, agents, and employees, or any of them, the Agency shall satisfy the same.
- c. Concurrent Negligence. In the event any such liability arises from the concurrent negligence of the indemnifying party and the other party, the indemnity obligation of this section shall apply only to the extent of the negligence of the indemnifying party and its actors.
- d. Liability Related to Agency Operating Regulations, Policies, Rules and Regulations. In executing this agreement, the County does not assume liability or responsibility for or in any way release the Agency from any liability or responsibility that arises in whole or in part as a result of the application of Agency Operating Regulations, policies, rules or regulations that are either in place at the time this Agreement takes effect or differ from those of the County; or that arise in whole or in part based upon any failure of the Agency to comply with applicable adoption requirements or procedures. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such Agency ordinance or Agency Operating Regulations, policy, rule or

regulation is at issue, the Agency shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the Agency, the County, or both, the Agency shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

- e. Waiver Under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

Section 8. No Third-Party Beneficiaries

This Agreement is for the sole benefit of the Parties only, and no third party shall have any rights hereunder.

Section 9. Administration

This Agreement shall be administered by the Division Director or the Division Director's designee, and the Mayor or the Mayor's designee.

Section 10. Amendments

This Agreement may be amended at any time by mutual written agreement of the Parties.

Section 11. Records

This Agreement is a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, Chapter 42.56 RCW. The records and documents with respect to all matters covered by this Agreement shall be subject to the Public Records Act and the Records Retention Act, Chapter 40.14 RCW.

Section 12. Complete Expression of Agreement

This Agreement represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.

Section 13. Survivability

Notwithstanding any provision in this Agreement to the contrary, the provisions of Section 7 (Indemnification and Hold Harmless) shall remain operative and in full force and effect, regardless of the withdrawal or termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement, which shall become effective on the last date entered below.

SIGNATURES ON NEXT PAGE

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KING COUNTY

Port of Seattle

King County Executive

Agency Executive

Date

Date

Attest:

Agency Clerk Date

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney Date

Agency Attorney Date



**COMMISSION
AGENDA MEMORANDUM**

Item No. 10a

ACTION ITEM

Date of Meeting June 9, 2026

DATE: May 22, 2026

TO: Stephen P. Metruck, Executive Director

FROM: Chris Wimsatt, Chief Financial Officer
Scott Bertram, Manager, Corporate Finance
Angie Rose, Principal Financial Analyst, Corporate Finance

SUBJECT: Resolution No. 3849 – Issuance and Sale of Intermediate Lien Revenue Refunding Bonds in the Aggregate Principal Amount of Not-to-Exceed \$250,000,000 and Resolution No. 3850 – Issuance and Sale of First Lien Revenue Refunding Bonds in the Aggregate Principal Amount of Not-to-Exceed \$70,000,000

ACTION REQUESTED

Introduction of the following Resolutions:

- Resolution No. 3849: A Resolution of the Port Commission of the Port of Seattle authorizing the issuance and sale of Intermediate Lien Revenue Refunding Bonds, Series 2026 in the aggregate principal amount of not to exceed \$250,000,000 (the “2026 Intermediate Lien Bonds”), for the purpose of refunding the Port’s Intermediate Lien Revenue Bonds, Series 2015C (the “2015C Bonds”) and the Port’s Intermediate Lien Revenue Refunding Bonds, Series 2016 (the “2016 Bonds”).
- Resolution No. 3850: A Resolution of the Port Commission of the Port of Seattle authorizing the issuance and sale of First Lien Revenue Refunding Bonds, Series 2026 in the aggregate principal amount of not to exceed \$70,000,000 (the “2026 First Lien Bonds”), for the purpose of refunding the Port’s First Lien Revenue Refunding Bonds, Series 2016B (the “2016B Bonds”).

Resolution No. 3849 and No. 3850 also set forth certain bond terms and covenants and delegate authority to approve final terms and conditions and the sale of the 2026 Intermediate Lien Bonds and 2026 First Lien Bonds, respectively.

Meeting Date: June 9, 2026

EXECUTIVE SUMMARY

Commission authorization is requested to 1. issue the 2026 Intermediate Lien Revenue Refunding Bonds in an amount not-to-exceed \$250,000,000 (including any cost of issuance) to refund up to \$225,740,000 outstanding 2015C Bonds and 2016 Bonds for debt service savings, and 2. to issue the 2026 First Lien Revenue Refunding Bonds in an amount not-to-exceed \$70,000,000 (including any cost of issuance) to refund up to \$66,365,000 outstanding 2016 Bonds for debt service savings.

JUSTIFICATION

As part of the Port’s debt management program, the Port monitors opportunities to reduce debt service. The Port has three outstanding series of revenue bonds that are currently callable and based on current market interest rates provide expected favorable refunding opportunities:

- 2015C and 2016 Bonds (Intermediate Lien)
 - Funded or refunded capital improvements at the airport
- 2016B Bonds (First Lien):
 - Refunded bonds issued in 2007 to fund various Seaport capital improvements

The Port expects to refund a total of \$225,740,000 of outstanding 2015C and 2016 Bonds and estimates present value savings of approximately \$8.3 million if savings targets are met. The Port expects to refund a total of \$66,365,000 of the 2016B Bonds and estimates present value savings of approximately \$2.0 million if savings targets are met.

ADDITIONAL BACKGROUND

The Port typically refinances bonds to achieve uniform annual savings by issuing new debt at lower interest rates. The Port may also choose to use cash instead of issuing new bonds to retire callable debt. This approach does not change the total amount of cash used over time; it simply accelerates when that cash is applied.

Contributing cash to the refunding reduces the amount of refunding bonds that will need to be issued, which lowers future debt service, and improves debt service coverage in the prepaid years. This strengthens Portwide financial flexibility and supports the Port’s strong credit.

Staff recommends that up to \$25 million of General Fund cash be used to accelerate payment of certain maturities of the 2016B First Lien Bonds in lieu of refunding with new bonds if market conditions warrant close to the time of the transaction. The General Fund balance currently exceeds the Seaport 12-month O&M fund balance target and exceeds the minimum fund balance forecast in the Plan of Finance over the next several years due to improvements in financial performance and one-time sources of funds. The exact general fund contribution amount and specific debt maturities targeted will be determined closer to the bond sale date in early August. Because this is merely an acceleration of the use of cash to pay debt service, no Commission

Meeting Date: June 9, 2026

action is required. The requested maximum par amount of the First Lien Refunding Bonds is based on no cash being used to prepay 2016B bonds.

DETAILS

The 2026 Intermediate Lien Bonds are being issued pursuant to the Intermediate Lien Master Resolution No. 3540 and this Resolution No. 3849. Resolution No. 3849 is similar in all material respects to other Intermediate Lien Series Resolutions.

The 2026 Intermediate Lien Bonds are expected to be issued in two series based on the tax status of the 2015C and 2016 Bonds being refunded:

- One series is expected to be issued as governmental bonds exempt from all federal income tax (Non-AMT). This series would be used to refund the outstanding 2016 bonds.
- A second series is expected to be issued as private activity bonds exempt from regular income tax but subject to the Alternative Minimum Tax (AMT). This is the most common type of tax-exempt bond that the Port issues because it allows the Port to lease facilities to airport and seaport tenants. This series would be used to refund the outstanding 2015C bonds.

The 2026 First Lien Bonds are being issued pursuant to the Amended and Restated Master Resolution No. 3577 and this Resolution No. 3850. Resolution No. 3850 is similar in all material respects to other First Lien Series Resolutions. The 2026 First Lien Bonds will be issued as tax-exempt private activity bond exempt from regular federal income tax, but subject to the alternative minimum tax (AMT).

Delegation of Authority

Both Resolutions No. 3849 and No. 3850 delegate to the Port’s Executive Director the authority to approve interest rates, maturity dates, redemption rights, interest payment dates, and principal maturities for the Bonds (these are generally set at the time of pricing and dictated by market conditions at that time). Commission parameters that limit the delegation are a maximum bond size, maximum interest rate, and expiration date for the delegated authority. If the 2026 First Lien Bonds and 2026 Intermediate Lien Bonds cannot be sold within these parameters, further Commission action would be required. The recommended delegation parameters are:

2026 Intermediate Lien Bonds:

Maximum size:	\$250,000,000
Maximum interest rate:	4.50%
Expiration of Delegation of Authority:	June 23, 2027

Meeting Date: June 9, 2026

2026 First Lien Bonds:

Maximum size:	\$70,000,000
Maximum interest rate:	4.50%
Expiration of Delegation of Authority:	June 23, 2027

Upon adoption, Resolutions No. 3849 and No. 3850 will authorize the Designated Port Representative (the Port’s Executive Director, the Deputy Executive Director or the Port’s Chief Financial Officer or their respective delegates) to approve the Bond Purchase Contract and escrow agreement, if any, pay the costs of issuance, execute all documents including the preparation and dissemination of a preliminary official statement and final official statement, provide for continuing disclosure and take other action appropriate for the prompt execution and delivery of the Intermediate Lien Bonds and First Lien Bonds, respectively.

The Intermediate Lien Bonds and First Lien Bonds will be sold through negotiated sale to Siebert Williams Shank & Co., LLC ⁽¹⁾, Goldman Sachs & Co. LLC, and Stern Brothers & Company ⁽¹⁾. Piper Sandler & Co. is serving as Financial Advisor and Pacifica Law Group LLP is serving as bond and disclosure counsel on the transaction.

(1) Woman or Minority owned firm

ATTACHMENTS TO THIS REQUEST

- (1) Draft Resolution No. 3849
- (2) Draft Resolution No. 3850
- (3) Presentation

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

October 28, 2025 – The Commission was briefed on the 2026-2030 draft plan of finance.

INTERMEDIATE LIEN
SERIES RESOLUTION

PORT OF SEATTLE

RESOLUTION NO. 3849

A RESOLUTION of the Port of Seattle Commission authorizing the issuance and sale of intermediate lien revenue refunding bonds in one or more series in the aggregate principal amount of not to exceed \$250,000,000, for the purpose of refunding certain outstanding revenue bonds of the Port; setting forth certain bond terms and covenants; and delegating authority to approve final terms and conditions and the sale of the bonds.

ADOPTED: JUNE 23, 2026

Prepared by:

PACIFICA LAW GROUP LLP

**PORT OF SEATTLE
Resolution No. 3849**

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* This Table of Contents and the cover page are for convenience of reference and are not intended to be a part of this series resolution.

RESOLUTION NO. 3849

A RESOLUTION of the Port of Seattle Commission authorizing the issuance and sale of intermediate lien revenue refunding bonds in one or more series in the aggregate principal amount of not to exceed \$250,000,000, for the purpose of refunding certain outstanding revenue bonds of the Port; setting forth certain bond terms and covenants; and delegating authority to approve final terms and conditions and the sale of the bonds.

WHEREAS, the Port of Seattle (the “Port”), a municipal corporation of the State of Washington, owns and operates a system of marine terminals and properties and Seattle-Tacoma International Airport; and

WHEREAS, chapters 53.40 and 39.46 RCW authorize the Port to issue revenue bonds; and

WHEREAS, the Port has authorized the issuance of revenue bonds in one or more series pursuant to Resolution No. 3059, as amended, of the Commission, adopted on February 2, 1990, as amended and restated by Resolution No. 3577 of the Commission adopted on February 27, 2007 (collectively, the “First Lien Master Resolution”), each series being payable from the Net Revenues (as such term is defined in the First Lien Master Resolution); and

WHEREAS, the Port currently has outstanding four series of first lien revenue bonds issued pursuant to the First Lien Master Resolution, as follows:

Authorizing Resolution Number	Date of Original Issue	Series	Original Principal Amount	Principal Amount Outstanding (as of 07/02/26)	Final Maturity Date
3619	07/16/2009	(B-2)	\$ 22,000,326 ⁽¹⁾	\$ 45,005,499 ⁽¹⁾	05/01/2031
3721	08/02/2016	(B)	124,380,000	75,660,000	10/01/2032
3721	08/02/2016	(C)	6,180,000	3,395,000	10/01/2032
3787	06/30/2021		43,015,000	9,540,000	09/01/2026
				\$133,600,499	

⁽¹⁾ Series 2009B-2 Bonds are capital appreciation bonds; total principal amount outstanding includes accreted interest of \$31,888,018 through July 2, 2026.

(the “Outstanding First Lien Parity Bonds”); and

WHEREAS, the Port has authorized the issuance of intermediate lien revenue bonds having a lien on Net Revenues subordinate to the lien thereon of the Outstanding First Lien Parity Bonds in one or more series pursuant to Resolution No. 3540, as amended, adopted on June 14, 2005 (the “Intermediate Lien Master Resolution”); and

WHEREAS, the Port currently has outstanding 21 series of intermediate lien revenue bonds pursuant to the Intermediate Lien Master Resolution, as follows:

Authorizing Resolution Number	Date of Original Issue	Series	Original Principal Amount	Principal Amount Outstanding (as of 07/02/26)	Final Maturity Date
3709	08/06/2015	(C)	\$226,275,000 ⁽¹⁾	\$ 156,450,000	04/01/2040
3722	08/02/2016		99,095,000 ⁽¹⁾	69,290,000	02/01/2030
3735	08/22/2017	(A)	16,705,000	16,705,000	05/01/2028
3735	08/22/2017	(B)	264,925,000	157,605,000	05/01/2036
3735	08/22/2017	(C)	313,305,000	251,670,000	05/01/2042
3735	08/22/2017	(D)	93,230,000	12,210,000	05/01/2027
3749	06/21/2018	(A)	470,495,000	390,700,000	05/01/2043
3749	06/21/2018	(B)	85,145,000	22,020,000	05/01/2028
3758	08/07/2019		457,390,000	393,055,000	04/01/2044
3786	06/30/2021	(A)	47,025,000	9,430,000	12/01/2030
3786	06/30/2021	(B)	148,765,000	121,865,000	06/01/2040
3786	06/30/2021	(C)	514,390,000	443,015,000	08/01/2046
3786	06/30/2021	(D)	41,395,000	31,490,000	08/01/2031
3801	08/11/2022	(A)	206,200,000	190,155,000	08/01/2033
3801	08/11/2022	(B)	585,930,000	537,495,000	08/01/2047
3801	08/11/2022	(C)	70,435,000	34,975,000	08/01/2032
3826	08/15/2024	(A)	168,975,000	148,035,000	03/01/2040
3826	08/15/2024	(B)	648,940,000	614,505,000	07/01/2049
3837	08/21/2025	(A)	74,235,000	74,235,000	10/01/2050
3837	08/21/2025	(B)	650,460,000	650,460,000	10/01/2050
3837	08/21/2025	(C)	22,550,000	22,550,000	09/01/2032
				\$4,347,915,000	

⁽¹⁾ The Port may refund all or a portion of the Series 2015C and Series 2016 Bonds pursuant to this series resolution.

(the “Outstanding Intermediate Lien Parity Bonds”); and

WHEREAS, the First Lien Master Resolution and the Intermediate Lien Master Resolution permit the Port to issue its revenue bonds having a lien on Net Revenues and Available Intermediate Lien Revenues (as such terms are defined in the Intermediate Lien

Master Resolution) subordinate to the lien thereon of the Outstanding Intermediate Lien Parity Bonds; and

WHEREAS, the Port currently has outstanding two series of subordinate lien revenue bonds, as follows:

Authorizing Resolution Number	Date of Original Issue	Authorized or Original Principal Amount	Principal Amount Outstanding (07/02/26)	Final Maturity Date
3456 ⁽¹⁾	(CP)	\$ 400,000,000	\$120,000,000	06/01/2051
3598 ⁽²⁾	06/17/2008	200,715,000	110,335,000	07/01/2033
			\$230,335,000	

⁽¹⁾ As amended by Resolution No. 3777, adopted on September 22, 2020, and as most recently amended by Resolution No. 3846, adopted on April 14, 2026.

⁽²⁾ As amended by Resolution No. 3847, adopted on April 14, 2026.

(the “Outstanding Subordinate Lien Bonds”); and

WHEREAS, the Port has certain Outstanding Intermediate Lien Parity Bonds described in Exhibit A attached hereto (the “Refunding Candidates”) that may be defeased and/or refunded, for debt service savings, with proceeds of the Series 2026 Bonds authorized and defined herein; and

WHEREAS, the Intermediate Lien Master Resolution authorizes the Port to issue its revenue bonds having a lien on Available Intermediate Lien Revenues on a parity with the lien thereon of the Outstanding Intermediate Lien Parity Bonds upon compliance with certain conditions; and

WHEREAS, the Port has determined that such conditions will be met; and

WHEREAS, pursuant to RCW 53.40.030, the Commission may delegate authority to the Executive Director of the Port to approve the designation of the bonds to be defeased and/or refunded and the method of sale, interest rates, maturity dates, redemption rights, interest

payment dates, and principal maturities for the bonds under such terms and conditions as are approved by resolution; and

WHEREAS, the Port has provided notice of and held a public hearing on the issuance of certain Series 2026 Bonds as required by Section 147(f) of the Internal Revenue Code, as amended; and

WHEREAS, it is deemed necessary and desirable that the Series 2026 Bonds be sold by one or more negotiated sales and/or private placements as herein provided;

NOW, THEREFORE, BE IT RESOLVED BY THE PORT COMMISSION OF THE PORT OF SEATTLE, as follows:

Section 1. Definitions. Unless otherwise defined herein, the terms used in this series resolution, including the preamble hereto, that are defined in the Intermediate Lien Master Resolution shall have the meanings set forth in the Intermediate Lien Master Resolution. In addition, the following terms shall have the following meanings in this series resolution:

Acquired Obligations means the Government Obligations acquired by the Port pursuant to this series resolution and the Escrow Agreement to effect the defeasance and refunding of the Refunded Bonds, but only to the extent that the same are acquired at Fair Market Value.

Beneficial Owner means any person that has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Underwritten Bonds (including persons holding Underwritten Bonds through nominees, depositories or other intermediaries).

Bond Counsel means an attorney at law or a firm of attorneys, selected by the Port, of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on bonds issued by states and their political subdivisions.

Bond Insurance Commitment means the commitment(s) of the Bond Insurer, if any, to insure one or more series of Series 2026 Bonds, or certain principal maturities thereof.

Bond Insurance Policy means the policy(ies) of municipal bond insurance, if any, delivered by the Bond Insurer at the time of issuance and delivery of Series 2026 Bonds to be insured pursuant to the Bond Insurance Commitment.

Bond Insurer means the municipal bond insurer(s), if any, that has committed to insure one or more series of Series 2026 Bonds, or certain principal maturities thereof, pursuant to the Bond Insurance Commitment.

Bond Purchase Agreement means any contract for the purchase of Underwritten Bonds sold by negotiated sale to the Underwriters, executed pursuant to Section 7 of this series resolution.

Bond Register means the registration books maintained by the Registrar containing the name and mailing address of the owner of each Series 2026 Bond or nominee of such owner and the principal amount and number of Series 2026 Bonds held by each owner or nominee.

Chief Financial Officer means the Chief Financial Officer of the Port, the Acting Chief Financial Officer or any successor to the functions of their office.

Code means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Tax-Exempt Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Tax-Exempt Bonds, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

Continuing Disclosure Undertaking means each undertaking for ongoing disclosure executed by the Port pursuant to Section 15 of this series resolution.

Deputy Executive Director means the Deputy Executive Director of the Port, or any successor to the functions of their office.

Designated Port Representative, for purposes of this series resolution, means the Executive Director, Deputy Executive Director, or Chief Financial Officer of the Port (or the successor in function to such person(s)) or such other person as may be directed by resolution of the Commission.

Direct Purchase Agreement means one or more loan or purchase agreements, if any, between the Port and a Direct Purchaser under which the Direct Purchaser will make a loan to the Port evidenced by a Direct Purchase Bond, or under which the Direct Purchaser will purchase the Direct Purchase Bond.

Direct Purchase Bonds means any Series 2026 Bonds or Bond sold to a Direct Purchaser pursuant to Section 7 of this series resolution.

Direct Purchaser means one or more Underwriters selected to purchase one or more Direct Purchase Bonds, or to accept delivery of one or more Direct Purchase Bonds to evidence the Port's obligations under a Direct Purchase Agreement, pursuant to Section 7 of this series resolution.

DTC means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, as depository for any Underwritten Bonds pursuant to Section 5 of this series resolution.

Escrow Agent means U.S. Bank Trust Company, National Association or such other escrow agent for the Refunded Bonds, if any, appointed by the Designated Port Representative pursuant to this series resolution.

Escrow Agreement means the escrow deposit agreement between the Port and the Escrow Agent, if any, dated as of the date of the closing, executed in connection with the defeasance and/or refunding of some or all of the Refunded Bonds.

Executive Director means the Executive Director of the Port, or any successor to the functions of their office.

Fair Market Value means the price at which a willing buyer would purchase an investment from a willing seller in a bona fide, arm's-length transaction, except for specified investments as described in Treasury Regulation § 1.148-5(d)(6), including United States Treasury obligations, certificates of deposit, guaranteed investment contracts, and investments for yield restricted defeasance escrows. Fair Market Value is generally determined on the date on which a contract to purchase or sell an investment becomes binding, and, to the extent required by the applicable regulations under the Code, the term "investment" will include a hedge.

Federal Tax Certificate means one or more certificates executed by the Designated Port Representative setting forth the requirements of the Code for maintaining the tax status of the applicable Tax-Exempt Bonds, and attachments thereto.

First Lien Master Resolution means Resolution No. 3059, as amended, of the Commission adopted on February 2, 1990, as amended and restated by Resolution No. 3577 of the Commission adopted on February 27, 2007.

Government Obligations has the meaning given to such term in chapter 39.53 RCW, as amended from time to time.

Intermediate Lien Master Resolution means Resolution No. 3540, as amended, of the Commission adopted on June 14, 2005.

Letter of Representations means the blanket issuer letter of representations from the Port to DTC, as amended from time to time.

Outstanding Intermediate Lien Parity Bonds means the Port's outstanding intermediate lien revenue bonds identified in the recitals to this series resolution.

Permitted Investment mean such obligations as may now or hereafter be permitted to port districts of the State by law, but only to the extent that the same are acquired at Fair Market Value.

Record Date means the close of business on the 15th day prior to each day on which a payment of interest on the Series 2026 Bonds is due and payable.

Refunded Bonds means the Refunding Candidates that are designated by the Executive Director for refunding pursuant to Section 7 of this series resolution.

Refunding Candidates means the outstanding revenue bonds of the Port described in Exhibit A.

Registered Owner means the person named as the registered owner of a Series 2026 Bond in the Bond Register.

Registrar means, unless otherwise designated in the Sale Document, the fiscal agent of the State, as the same may be designated by the State from time to time, for the purposes of registering and authenticating the Series 2026 Bonds, maintaining the Bond Register, effecting the transfer of ownership of the Series 2026 Bonds and paying principal of and premium, if any, and interest on the Series 2026 Bonds.

Rule means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended from time to time.

Sale Document means a Bond Purchase Agreement or Direct Purchase Agreement, as applicable, for the Series 2026 Bonds of a series.

Series 2026 Bonds means the Port of Seattle Intermediate Lien Revenue Refunding Bonds, Series 2026, with such other description or series designation as provided by the Designated Port Representative, authorized to be issued pursuant to Section 2 of this series resolution.

Series 2026 Reserve Account Deposit means the amount, if any, that is required to be deposited to the reserve account balances in the Intermediate Lien Reserve Account to satisfy the Intermediate Lien Reserve Requirement and that is identified in a closing certificate or certificates of the Port.

State means the State of Washington.

Surety Bond means one or more surety bond(s), if any, issued by the Surety Bond Issuer on the date of issuance of the Series 2026 Bonds for the purpose of satisfying the Series 2026 Reserve Account Deposit.

Surety Bond Agreement means any agreement(s) between the Port and the Surety Bond Issuer with respect to the Surety Bond(s).

Surety Bond Issuer means any issuer(s) of the Surety Bond(s).

Taxable Bonds means the Series 2026 Bonds of any series determined to be issued on a taxable basis pursuant to Section 7 of this series resolution.

Tax-Exempt Bonds means the Series 2026 Bonds of any series determined to be issued on a tax-exempt basis pursuant to Section 7 of this series resolution.

Underwriters means, collectively, Siebert Williams Shank & Co., LLC, Goldman Sachs & Co. LLC, and Stern Brothers & Co.

Underwritten Bonds means the Series 2026 Bonds, if any, sold by negotiated sale to the Underwriters pursuant to Section 7 of this series resolution.

Rules of Interpretation. In this series resolution, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this series resolution, refer to this series resolution as a whole and not to any particular article, section, subdivision or clause hereof, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before the date of this series resolution;

(b) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public bodies, as well as natural persons;

(c) Any headings preceding the text of the several articles and sections of this series resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this series resolution, nor shall they affect its meaning, construction or effect;

(d) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and

(e) Except as explicitly provided herein, whenever any consent or direction is required to be given by the Port, such consent or direction shall be deemed given when given by the Designated Port Representative.

Section 2. Purpose and Authorization of Series 2026 Bonds. The Port is hereby authorized to issue and sell one or more series of intermediate lien revenue bonds in an aggregate principal amount not to exceed \$250,000,000 (the “Series 2026 Bonds”). The proceeds of the Series 2026 Bonds shall be used (i) to defease and/or refund the Refunded Bonds; and (ii) to pay all or a portion of the costs incidental to the foregoing and to the issuance of the Series 2026 Bonds.

Section 3. Series 2026 Bond Details.

(a) *Series 2026 Bonds.* The Series 2026 Bonds shall be issued in one or more series, shall be designated as “Port of Seattle Intermediate Lien Revenue Refunding Bonds, Series 2026,” with such description and additional designations for each series for identification purposes as may be approved by the Designated Port Representative. The Series 2026 Bonds of

each series shall be fully registered as to both principal and interest and shall be sold as either Underwritten Bonds or Direct Purchase Bonds.

(b) *Underwritten Bonds.* Underwritten Bonds shall be issued in denominations of \$5,000, or any integral multiple thereof, within a series and maturity; shall be numbered separately in such manner and with any additional designations as the Bond Registrar deems necessary for purposes of identification; shall bear interest payable on the dates set forth in the applicable Sale Document; and shall be subject to optional and/or mandatory redemption and mature on the dates and in the principal amounts as set forth in the applicable Sale Document.

(c) *Direct Purchase Bonds.* Direct Purchase Bonds shall be dated as of the date of delivery to the Direct Purchaser, shall be in one denomination, and shall mature on the date set forth in the applicable Sale Document. Direct Purchase Bonds shall bear interest from the dated date or the most recent date to which interest has been paid at the interest rate set forth in the applicable Sale Document. Interest on the principal amount of Direct Purchase Bonds shall be calculated per annum on a 30/360 basis, or as otherwise provided in the applicable Sale Document. Principal of and interest on Direct Purchase Bonds shall be payable at the times and in the amounts set forth in the payment schedule attached to the Direct Purchase Bond.

(d) *Limited Obligations.* The Series 2026 Bonds shall be obligations only of the Intermediate Lien Bond Fund and the Intermediate Lien Reserve Account and shall be payable and secured as provided in the Intermediate Lien Master Resolution and this series resolution. The Series 2026 Bonds do not constitute an indebtedness of the Port within the meaning of the constitutional and statutory provisions and limitations of the laws of the State.

Section 4. Redemption and Purchase.

(a) *Optional Redemption.* The Series 2026 Bonds of each series may be subject to optional redemption and/or prepayment on the dates, at the prices and under the terms set forth in

the Sale Document relating to such series, as approved by the Executive Director pursuant to Section 7 of this series resolution.

(b) *Mandatory Redemption.* The Series 2026 Bonds of each series may be subject to mandatory redemption to the extent, if any, set forth in the Sale Document relating to such series, as approved by the Executive Director pursuant to Section 7 of this series resolution.

(c) *Purchase of Series 2026 Bonds.* The Port reserves the right to use at any time the proceeds of refunding bonds, any surplus Gross Revenue available after providing for the payments required by paragraphs First through Fifth of Section 2(a) of the First Lien Master Resolution, including the payments required by paragraphs First through Eleventh of the priority for use of Gross Revenue set forth in the Intermediate Lien Master Resolution, and/or any other legally available funds to purchase any of the Series 2026 Bonds offered to the Port at any price deemed reasonable to the Designated Port Representative. Any Series 2026 Bonds so purchased shall be cancelled if delivered to the Registrar. If any Series 2026 Bonds so purchased are term bonds, the Port may allocate the principal amount of the purchased Series 2026 Bonds to the principal amortization schedule of those term bonds.

(d) *Selection of Series 2026 Bonds for Redemption or Purchase.* If Series 2026 Bonds are designated for optional redemption or purchase pursuant to Section 4(c), the series, maturities, and interest rates of such Series 2026 Bonds shall be selected by the Port. In the event that Series 2026 Bonds are designated for redemption or purchase pursuant to Section 4(c), the Port may designate which sinking fund installments or portions thereof, are to be reduced as allocated to such redemption or purchase. If any Underwritten Bonds to be redeemed (optional, mandatory, or pursuant to Section 4(c) hereof) are then held in book-entry-only form, the selection of such Underwritten Bonds within a series, maturity, and interest rate to be redeemed within a maturity and interest rate shall be made in accordance with the operational arrangements

then in effect at DTC (or at a substitute depository, if applicable). If the Underwritten Bonds to be redeemed are no longer held in book-entry-only form, the selection of such Underwritten Bonds to be redeemed shall be made in the following manner. If the Port redeems at any one time fewer than all of the Underwritten Bonds having the same maturity date and interest rate within a series, the particular Underwritten Bonds or portions of Underwritten Bonds to be redeemed within the series, maturity, and interest rate shall be selected by lot (or in such other random manner determined by the Registrar) in increments of \$5,000, provided that the Port may allocate the principal amount of the Underwritten Bonds so redeemed to the principal amortization scheduled of those term bonds. In the case of an Underwritten Bond within a series, maturity, and interest rate of a denomination greater than \$5,000, the Port and Registrar shall treat each Underwritten Bond of the applicable series, maturity and interest rate as representing such number of separate Underwritten Bonds each of the denomination of \$5,000 as is obtained by dividing the actual principal amount of such Underwritten Bonds of the applicable series, maturity, and interest rate by \$5,000. In the event that only a portion of the principal amount of an Underwritten Bond is redeemed, upon surrender of such Underwritten Bond at the principal office of the Registrar there shall be issued to the Registered Owner, without charge therefor, for the then-unredeemed balance of the principal amount thereof an Underwritten Bond or, at the option of the Registered Owner, an Underwritten Bond of like series, maturity, and interest rate in any of the denominations herein authorized. Notwithstanding the foregoing, the manner of selection of Tax-Exempt Bonds for redemption may be set forth in the Sale Document relating to such series and as approved by the Designated Port Representative.

(e) *Notice of Redemption.* Notice of any prepayment of Direct Purchase Bonds shall be provided by the Port to the Direct Purchaser as provided in the applicable Sale Document. Written notice of any redemption of Underwritten Bonds prior to maturity shall be given by the

Registrar on behalf of the Port by first class mail, postage prepaid, not less than 20 days nor more than 60 days before the date fixed for redemption to the Registered Owners of Underwritten Bonds that are to be redeemed at their last addresses shown on the Bond Register. This requirement shall be deemed complied with when notice is mailed to the Registered Owners at their last addresses shown on the Bond Register, whether or not such notice is actually received by the Registered Owners.

So long as the Underwritten Bonds are in book-entry only form, notice of redemption shall be given to Beneficial Owners of Underwritten Bonds to be redeemed in accordance with the operational arrangements then in effect at DTC (or its successor or alternate depository), and neither the Port nor the Registrar shall be obligated or responsible to confirm that any notice of redemption is, in fact, provided to Beneficial Owners.

Each notice of redemption (which notice in the case of optional redemption may be conditional and/or may be rescinded at the option of the Port) prepared and given by the Registrar to Registered Owners of Underwritten Bonds shall contain the following information: (1) the date fixed for redemption, (2) the redemption price, (3) if fewer than all outstanding Underwritten Bonds of a series are to be redeemed, the identification by series, maturity, and interest rate (and, in the case of partial redemption, the principal amounts) of the Underwritten Bonds to be redeemed, (4) whether, in the case of optional redemption, the notice of redemption is conditional and, if conditional, the conditions to redemption, (5) that (unless the conditions, if any, to redemption have not been satisfied or unless the notice of redemption shall have been rescinded) such Underwritten Bonds will become due and payable and interest shall cease to accrue from the date fixed for redemption if and to the extent in each case funds have been provided to the Registrar for the redemption of such Underwritten Bonds on the date fixed for redemption the redemption price will become due and payable upon each Underwritten Bond or

portion called for redemption, and that (unless the conditions, if any, to redemption have not been satisfied or unless the notice of redemption shall have been rescinded) interest shall cease to accrue from the date fixed for redemption if and to the extent that funds have been provided to the Registrar for the redemption of such Underwritten Bonds, (6) that the Underwritten Bonds are to be surrendered for payment at the principal office of the Registrar, (7) the CUSIP numbers of all Underwritten Bonds being redeemed, (8) the dated date of the Underwritten Bonds being redeemed, (9) the rate of interest for each Underwritten Bond being redeemed, (10) the date of the notice, and (11) any other information deemed necessary by the Registrar to identify the Underwritten Bonds being redeemed.

Upon the payment of the redemption price of the Underwritten Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue, series and maturity, the Underwritten Bonds being redeemed with the proceeds of such check or other transfer, or in the case of a payment to DTC shall be accompanied by an informational communication evidencing the CUSIP and related informational details with respect to each security being paid by wire transfer.

(f) *Effect of Redemption.* Unless the Port has rescinded a notice of optional redemption (or unless the Port provided a conditional notice of optional redemption and the conditions for the optional redemption set forth therein are not satisfied), the Underwritten Bonds to be redeemed shall become due and payable on the date fixed for redemption, and the Port shall transfer to the Registrar amounts that, in addition to other money, if any, held by the Registrar for such purpose, will be sufficient to redeem, on the date fixed for redemption, all of the Underwritten Bonds to be redeemed. If and to the extent that funds have been provided to the Registrar for the redemption of Underwritten Bonds then from and after the date fixed for redemption for such Underwritten Bond or portion thereof, interest on each such Underwritten

Bond shall cease to accrue and such Underwritten Bond or portion thereof shall cease to be outstanding.

(g) *Amendment of Notice Provisions.* The foregoing notice provisions of this section, including but not limited to the information to be included in redemption notices and the persons designated to receive notices, may be amended by additions, deletions and changes to maintain compliance with duly promulgated regulations and recommendations regarding notices of redemption of municipal securities.

(h) *Exchange of Underwritten Bonds.* Nothing herein shall prevent the Port from negotiating an exchange of a validly delivered Underwritten Bond by the owner thereof for a different validly delivered Port bond. Any such exchange shall be described in a subsequent authorizing resolution.

Section 5. Registration, Exchange and Payments.

(a) *Underwritten Bonds.* The terms of this Section 5(a) shall apply to any Underwritten Bonds unless otherwise provided for in the applicable Sale Document.

(1) *Registrar/Bond Register.* The Port hereby specifies and adopts the system of registration and transfer for the Underwritten Bonds approved by the Washington State Finance Committee, which uses the fiscal agent of the State, for the purposes of registering and authenticating the Underwritten Bonds, maintaining the Bond Register and effecting transfer of ownership of the Underwritten Bonds (the “Registrar”). The Registrar shall keep, or cause to be kept, at its principal corporate trust office, sufficient records for the registration and transfer of the Underwritten Bonds (the “Bond Register”), which shall be open to inspection by the Port. The Registrar may be removed at any time at the option of the Designated Port Representative upon prior notice to the Registrar, DTC (or its successor or alternate depository), each party entitled to receive notice pursuant to the Continuing Disclosure Undertaking and a successor

Registrar appointed by the Designated Port Representative. No resignation or removal of the Registrar shall be effective until a successor shall have been appointed and until the successor Registrar shall have accepted the duties of the Registrar hereunder. The Registrar is authorized, on behalf of the Port, to authenticate and deliver Underwritten Bonds transferred or exchanged in accordance with the provisions of such Underwritten Bonds and this series resolution and to carry out all of the Registrar's powers and duties under this series resolution. The Registrar shall be responsible for its representations contained in the Certificate of Authentication for the Underwritten Bonds.

(2) *Registered Ownership.* Except as provided in the last sentence of Section 5(a)(3) or the Continuing Disclosure Undertaking authorized pursuant to Section 15 of this series resolution, the Port and the Registrar may deem and treat the Registered Owner of each Underwritten Bond as the absolute owner for all purposes, and neither the Port nor the Registrar shall be affected by any notice to the contrary. Payment of any such Underwritten Bond shall be made only as described in subsection (7) of this Section 5(a), but the transfer of such Underwritten Bond may be registered as herein provided. All such payments made as described in subsection (7) of this Section 5(a) shall be valid and shall satisfy the liability of the Port upon such Underwritten Bond to the extent of the amount or amounts so paid.

(3) *DTC Acceptance/Letter of Representations.* The Underwritten Bonds shall initially be held in fully immobilized form by DTC acting as depository. To induce DTC to accept the Underwritten Bonds as eligible for deposit at DTC, the Port has heretofore executed and delivered to DTC the Letter of Representations.

Neither the Port nor the Registrar will have any responsibility or obligation to DTC participants or the persons for whom they act as nominees with respect to the Underwritten Bonds for the accuracy of any records maintained by DTC (or any successor or alternate

depository) or any DTC participant, the payment by DTC (or any successor or alternate depository) or any DTC participant of any amount in respect of the principal of or interest on Underwritten Bonds, any notice that is permitted or required to be given to Registered Owners under this series resolution (except such notices as shall be required to be given by the Port to the Registrar or, by the Registrar, to DTC or any successor or alternate depository), the selection by DTC or by any DTC participant of any person to receive payment in the event of a partial redemption of the Underwritten Bonds, or any consent given or other action taken by DTC (or any successor or alternate depository) as the Registered Owner. So long as any Underwritten Bonds are held in fully immobilized form, DTC or its successor depository shall be deemed to be the owner and Registered Owner for all purposes, and all references in this series resolution to the Registered Owners shall mean DTC (or any successor or alternate depository) or its nominee and shall not mean the owners of any beneficial interest in any Underwritten Bonds. Notwithstanding the foregoing, if a Bond Insurance Policy is issued for any series or maturity of the Underwritten Bonds and so long as the Bond Insurer is not in default under its Bond Insurance Policy, the Bond Insurer shall be deemed to be the owner, Registered Owner, and holder of all bonds of that series or maturity for the purpose of granting consents and exercising voting rights with respect thereto and for any other purpose identified and specified in the Bond Insurance Commitment accepted by the Port as a condition of issuance of the Bond Insurance Policy.

(4) *Use of Depository.*

(A) The Underwritten Bonds shall be registered initially in the name of CEDE & Co., as nominee of DTC, with a single Underwritten Bond for each series and maturity having the same interest rate in a denomination equal to the total principal amount of such series and maturity. Registered ownership of such immobilized Underwritten Bonds, or any portions

thereof, may not thereafter be transferred except (i) to any successor of DTC or its nominee, or to any other nominee requested by an authorized representative of DTC, provided that any such successor shall be qualified under any applicable laws to provide the service proposed to be provided by it; (ii) to any substitute depository appointed by the Port pursuant to subparagraph (B) below or such substitute depository's successor or nominee; or (iii) to any person as provided in subparagraph (D) below.

(B) Upon the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository or a determination by the Port to discontinue the system of book entry transfers through DTC or its successor (or any substitute depository or its successor), the Port may appoint a substitute depository. Any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it.

(C) In the case of any transfer pursuant to clause (i) or (ii) of subparagraph (A) above, the Registrar shall, upon receipt of all outstanding Underwritten Bonds, together with a written request on behalf of the Port, issue a single new Underwritten Bond for each series and maturity then outstanding, registered in the name of such successor or substitute depository, or its nominee, all as specified in such written request of the Port.

(D) In the event that (i) DTC or its successor (or substitute depository or its successor) resigns from its functions as depository, and no substitute depository can be obtained, or (ii) the Port determines that it is in the best interest of the Beneficial Owners of the Underwritten Bonds of any series that the Underwritten Bonds of that series be provided in certificated form, the ownership of such Underwritten Bonds may then be transferred to any person or entity as herein provided, and shall no longer be held in fully immobilized form. The Port shall deliver a written request to the Registrar, together with a supply of definitive

Underwritten Bonds of the appropriate series and maturities in certificated form, to issue Underwritten Bonds in any authorized denominations. Upon receipt by the Registrar of all then outstanding Underwritten Bonds of the appropriate series, together with a written request on behalf of the Port to the Registrar, new Underwritten Bonds of such series shall be issued in the appropriate denominations and registered in the names of such persons as are provided in such written request.

(5) *Registration of the Transfer of Ownership or the Exchange of Underwritten Bonds; Change in Denominations.* The transfer of any Underwritten Bond may be registered and any Underwritten Bond may be exchanged, but no transfer of any Underwritten Bond shall be valid unless the Underwritten Bond is surrendered to the Registrar with the assignment form appearing on such Underwritten Bond duly executed by the Registered Owner or such Registered Owner's duly authorized agent in a manner satisfactory to the Registrar. Upon such surrender, the Registrar shall cancel the surrendered Underwritten Bond, and, in exchange for such surrendered and canceled Underwritten Bond, the Registrar shall authenticate and deliver, without charge to the Registered Owner or transferee, a new Underwritten Bond (or Underwritten Bonds at the option of the Registered Owner) of the same date, series, maturity and interest rate and for the same aggregate principal amount in any authorized denomination as the surrendered Underwritten Bond, and naming as Registered Owner the person or persons listed as the assignee on the assignment form appearing on the surrendered Underwritten Bond. Any Underwritten Bond may be surrendered to the Registrar, together with the assignment form appearing on such Underwritten Bond duly executed, and exchanged, without charge, for an equal aggregate principal amount of Underwritten Bonds of the same date, series, maturity and interest rate, in any authorized denomination. The Registrar shall not be obligated to register the transfer or exchange of any Underwritten Bond during a period beginning at the opening of

business on the Record Date with respect to an interest payment date and ending at the close of business on such interest payment date, or, in the case of any proposed redemption of the Underwritten Bonds, after the mailing of notice of the call for redemption of such Underwritten Bonds.

(6) *Registrar's Ownership of Underwritten Bonds.* The Registrar may become the Registered Owner of any Underwritten Bond with the same rights it would have if it were not the Registrar, and to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as member of, or in any other capacity with respect to, any committee formed to protect the rights of the Registered Owners of the Underwritten Bonds.

(7) *Place and Medium of Payment.* The principal of, premium, if any, and interest on the Underwritten Bonds shall be payable in lawful money of the United States of America. Interest on the Underwritten Bonds shall be calculated on the basis of a 360-day year and twelve 30-day months. For so long as all Underwritten Bonds are in fully immobilized form with DTC, payments of principal, premium, if any, and interest shall be made as provided to the parties entitled to receive payment as of each Record Date in accordance with the operational arrangements of DTC described in the Letter of Representations. In the event that the Underwritten Bonds are no longer in fully immobilized form with DTC (or its successor or alternate depository), interest on the Underwritten Bonds shall be paid by check mailed to the Registered Owners at the addresses for such Registered Owners appearing on the Bond Register as of the Record Date, and principal and premium, if any, of the Underwritten Bonds shall be payable by check upon presentation and surrender of such Underwritten Bonds by the Registered Owners at the principal office of the Registrar; provided, however, that if so requested in writing prior to the opening of business on the Record Date by the Registered Owner of at least \$1,000,000 aggregate principal amount of Underwritten Bonds of a series, interest on such

Underwritten Bonds will be paid thereafter by wire transfer on the date due to an account with a bank located within the United States.

(b) *Direct Purchase Bonds.* The terms of this Section 5(b) shall apply to any Direct Purchase Bonds unless otherwise provided for in the applicable Sale Document.

(1) Bond Registrar. Except as otherwise provided in the Sale Document, the fiscal agent of the State shall act as Bond Registrar for any Direct Purchase Bonds. The Bond Registrar is authorized, on behalf of the Port, to authenticate and deliver the Direct Purchase Bonds if transferred or exchanged in accordance with the provisions of the Direct Purchase Bonds and this resolution and to carry out all of the Bond Registrar's powers and duties under this resolution with respect to Direct Purchase Bonds.

(2) Registered Ownership. The Port and the Bond Registrar may deem and treat the Registered Owner of any Direct Purchase Bond as the absolute owner for all purposes, and neither the Port nor the Bond Registrar shall be affected by any notice to the contrary.

(3) Transfer or Exchange of Registered Ownership. Direct Purchase Bonds shall not be transferrable without the consent of the Port unless (i) the Direct Purchaser's corporate name is changed and the transfer is necessary to reflect such change, (ii) the transferee is a successor in interest of the Direct Purchaser by means of a corporate merger, an exchange of stock, or a sale of assets, or (iii) such transfer satisfies requirements set forth in the Sale Document relating to such Direct Purchase Bonds.

(4) Place and Medium of Payment. Both principal of and interest on Direct Purchase Bonds shall be payable in lawful money of the United States of America. Interest on Direct Purchase Bonds shall be calculated as provided in the applicable Sale Document relating to such Direct Purchase Bonds. Principal and interest on Direct Purchase Bonds shall be payable

by check, warrant, ACH transfer or by other means mutually acceptable to the Direct Purchaser and the Port.

Section 6. Pledge of Available Intermediate Lien Revenues; Series 2026 Reserve Account Deposit.

(a) *Pledge of Available Intermediate Lien Revenue.* Pursuant to the Intermediate Lien Master Resolution, the Intermediate Lien Bond Fund and the Intermediate Lien Reserve Account have been created for the purpose of paying and securing the payment of the principal of, premium, if any, and interest on all Outstanding Intermediate Lien Parity Bonds. The Port hereby irrevocably obligates and binds itself for as long as any Series 2026 Bonds remain outstanding to set aside and pay into the Intermediate Lien Bond Fund from Available Intermediate Lien Revenues or money in the Revenue Fund, on or prior to the respective dates the same become due (and if such payment is made on the due date, such payment shall be made in immediately available funds):

(1) Such amounts as are required to pay the interest scheduled to become due on Series 2026 Bonds; and

(2) Such amounts with respect to Series 2026 Bonds as are required (A) to pay maturing principal, (B) to make any required sinking fund payments, and (C) to redeem Series 2026 Bonds in accordance with any mandatory redemption provisions.

Said amounts so pledged to be paid into such special funds are hereby declared to be a prior lien and charge upon the Gross Revenue superior to all other liens and charges of any kind or nature whatsoever except for (i) Operating Expenses, (ii) liens and charges thereon of Permitted Prior Lien Bonds, and (iii) liens and charges equal in rank that have been or may be made thereon to pay Net Payments due pursuant to any Parity Derivative Product and to pay and secure the payment of the principal of, premium, if any, and interest on Outstanding Intermediate

Lien Parity Bonds and any Intermediate Lien Parity Bonds issued in the future under authority of a Series Resolution in accordance with the provisions of Sections 4 and 5 of the Intermediate Lien Master Resolution.

(b) *Reserve Account Deposit.* The Series 2026 Reserve Account Deposit shall be deposited in the Intermediate Lien Reserve Account (or shall be satisfied through the issuance of one or more Surety Bonds) on the date of issuance of the Series 2026 Bonds. Together with existing reserve account balances in the Intermediate Lien Reserve Account, the Series 2026 Reserve Account Deposit shall be at least sufficient to meet the Intermediate Lien Reserve Requirement.

(c) *Surety Bond Agreement.* The Designated Port Representative may decide to utilize one or more Surety Bonds to satisfy the Series 2026 Reserve Account Deposit, provided that each Surety Bond meets the qualifications for Qualified Insurance. Upon such election, the Designated Port Representative is hereby authorized to execute and deliver one or more Surety Bond Agreements with one or more Surety Bond Issuers to effect the delivery of the Surety Bond(s).

Section 7. Sale of Series 2026 Bonds.

(a) *Series 2026 Bond Sale.* The Series 2026 Bonds shall be sold to the Underwriters in one or more series pursuant to the terms of the applicable Sale Document(s). The Designated Port Representative is hereby authorized to negotiate terms for the purchase of the Series 2026 Bonds and to execute one or more Sale Documents, with such terms (including the designation of the Refunded Bonds and the Series 2026 Reserve Account Deposit) as are approved by the Executive Director pursuant to this section and consistent with this series resolution and the Intermediate Lien Master Resolution. The Commission has determined that it is in the best interest of the Port to delegate to the Executive Director for a limited time the authority to

designate some or all of the Refunding Candidates as Refunded Bonds, to determine whether the Series 2026 Bonds of a series will be issued as Tax-Exempt Bonds or Taxable Bonds, to approve the number of series of Series 2026 Bonds, and to approve the method of sale, date of sale, interest rates, maturity dates, aggregate principal amount, principal maturities, and redemption terms for each series of the Series 2026 Bonds.

(b) *Sale Parameters.* The Executive Director is hereby authorized to designate some or all of the Refunding Candidates as Refunded Bonds, to determine whether the Series 2026 Bonds of a series will be issued as Tax-Exempt Bonds or Taxable Bonds, to approve the number of series of Series 2026 Bonds, and to approve the method of sale, date of sale, interest rates, maturity dates, aggregate principal amount, principal maturities, and redemption terms for each series of the Series 2026 Bonds in the manner provided herein so long as:

(1) the aggregate principal amount of the Series 2026 Bonds does not exceed \$250,000,000;

(2) the aggregate true interest cost for the Series 2026 Bonds issued as Tax-Exempt Bonds does not exceed 4.5% per annum;

(3) the aggregate true interest cost for the Series 2026 Bonds issued as Taxable Bonds does not exceed 5.5% per annum; and

(4) the series of Series 2026 Bonds conforms to all other terms of this series resolution and the Intermediate Lien Master Resolution.

(c) *Sale Document.* Subject to the terms and conditions set forth in this section, the Designated Port Representative is hereby authorized to execute the final form of the Sale Document for each series of Series 2026 Bonds, upon the Executive Director's approval of the Refunded Bonds, tax status of each series, number of series, method of sale, date of sale, interest rates, maturity dates, aggregate principal amount, principal maturities, and redemption terms set

forth therein. Following the execution of such a Sale Document, the Executive Director or Designated Port Representative shall provide a report to the Commission, describing the final terms of the Series 2026 Bonds approved pursuant to the authority delegated in this section. The authority granted to the Designated Port Representative and the Executive Director by this section shall expire on June 23, 2027. If a Sale Document for the Series 2026 Bonds of a series has not been executed by June 23, 2027, the authorization for the issuance of the Series 2026 Bonds of such series shall be rescinded, and the Series 2026 Bonds shall not be issued nor their sale approved unless the Series 2026 Bonds shall have been reauthorized by resolution of the Commission. The resolution reauthorizing the issuance and sale of the Series 2026 Bonds may be in the form of a new series resolution repealing this series resolution in whole or in part (only with respect to the Series 2026 Bonds not issued) or may be in the form of an amendatory resolution approving a Sale Document or extending or establishing new terms and conditions for the authority delegated under this section.

(d) *Delivery of the Series 2026 Bonds.* Upon the adoption of this series resolution, the Designated Port Representative and other Port officials, agents and representatives are hereby authorized and directed to do everything necessary for the prompt issuance, execution and delivery of the Series 2026 Bonds to the Underwriters or Direct Purchaser, as applicable, including the execution of all closing certificates and documents required to effect the closing and delivery of the Series 2026 Bonds in accordance with the terms of the Sale Document, and for the proper application and use of the proceeds of sale of the Series 2026 Bonds. In furtherance of the foregoing, the Designated Port Representative is authorized to approve and enter into agreements for the payment of costs of issuance, including Underwriters' discount, the fees and expenses specified in the Sale Document, including fees and expenses of the Underwriters or Direct Purchaser and other retained services, including Bond Counsel,

disclosure counsel, rating agencies, fiscal agent, escrow agent verification agent, financial advisory services, independent consultant, and other expenses customarily incurred in connection with the issuance and sale of bonds.

(e) *Preliminary and Final Official Statements.* The Designated Port Representative is authorized to ratify, execute, deliver and approve for purposes of the Rule, on behalf of the Port, the final official statement(s), to approve, deem final and deliver any preliminary official statement, and to approve any supplement thereto relating to the issuance and sale of Underwritten Bonds and the distribution of Underwritten Bonds pursuant thereto with such changes, if any, as may be deemed by them to be appropriate.

Section 8. Application of Series 2026 Bond Proceeds.

(a) *Plan of Refunding.* The net proceeds of the Series 2026 Bonds—exclusive of the Underwriters’ discount and any amounts that may be designated by the Designated Port Representative in a closing certificate to be allocated to pay costs of issuance or any Bond Insurance Policy premium and/or a Surety Bond premium, or to satisfy a portion of the Intermediate Lien Reserve Requirement—together with other available funds of the Port in the amount specified by the Designated Port Representative, shall be applied immediately upon receipt thereof to pay and redeem the Refunded Bonds and/or shall be deposited at the direction of the Treasurer with the Escrow Agent, if the Designated Port Representative has determined that an escrow is necessary or desirable to effect the defeasance and refunding of all or a portion of the Refunded Bonds.

(b) *Defeasance of Refunded Bonds.* Subject to and in accordance with the resolutions authorizing the issuance of the Refunded Bonds, the net proceeds of the Series 2026 Bonds so deposited shall be applied immediately upon receipt thereof to pay and redeem Refunded Bonds and/or to purchase the noncallable Government Obligations specified by the Designated Port

Representative (the “Acquired Obligations”) and to maintain such necessary beginning cash balance to defease the Refunded Bonds and to discharge the other obligations of the Port relating thereto under the resolutions authorizing their issuance, by providing for the payment of the interest on the Refunded Bonds to the date fixed for redemption and the redemption price (the principal amount plus any premium required) on the redemption dates for the Refunded Bonds. Subject to compliance with all conditions set forth in the resolutions authorizing the issuance of the Refunded Bonds, when the final transfers have been made for the payment of such redemption price and interest on the Refunded Bonds, any balance then remaining shall be transferred to the account designated by the Port and used for the purposes specified by the Designated Port Representative.

(c) *Acquired Obligations.* The Acquired Obligations, if any, shall be payable in such amounts and at such times that, together with any necessary beginning cash balance, will be sufficient to provide for the payment of the interest on the Refunded Bonds as such becomes due on and before the dates fixed for redemption of the Refunded Bonds, and the price of redemption of the Refunded Bonds on the date fixed for redemption of the Refunded Bonds.

(d) *Authorizing Appointment of Escrow Agent and Verification Agent.* The Commission hereby authorizes and directs the Designated Port Representative (if the Designated Port Representative determines that an escrow would be necessary or desirable to effect the defeasance of all or a portion of the Refunded Bonds) to select a financial institution to act as the escrow agent for all or a portion of the Refunded Bonds and also to select a verification agent for some or all of the Refunded Bonds.

Section 9. Redemption of Refunded Bonds. The Commission hereby calls the callable Refunded Bonds for redemption on the redemption date specified by the Designated Port

Representative in accordance with the provisions of the resolutions authorizing the issuance, redemption and retirement of the Refunded Bonds, respectively, prior to their maturity dates.

The Designated Port Representative may cause to be disseminated a conditional notice of redemption prior to the closing and delivery of the Series 2026 Bonds and if a notice of redemption has been disseminated, such notice may be revoked at the option of the Designated Port Representative.

Said defeasance and call for redemption of the Refunded Bonds shall be irrevocable after the closing and delivery of the Series 2026 Bonds.

If so appointed, the Escrow Agent shall be authorized and directed to provide for the giving of irrevocable notice of the redemption of those Refunded Bonds designated in the Escrow Agreement in accordance with the terms of the resolutions authorizing the issuance of such Refunded Bonds and as described in the Escrow Agreement, if any. The Treasurer is authorized and directed to provide whatever assistance is necessary to accomplish such redemption and the giving of irrevocable notice therefor. The costs of mailing of such notice shall be an expense of the Port.

The Port or the Escrow Agent, if any, on behalf of the Port, shall be authorized and directed to pay to the fiscal agent of the State, sums sufficient to pay, when due, the payments specified in Section 8(b) of this series resolution. All such sums shall be paid from the moneys and the Acquired Obligations pursuant to the previous section of this series resolution, and the income therefrom and proceeds thereof.

If an Escrow Agent is appointed, the Port will ascertain that all necessary and proper fees, compensation and expenses of the Escrow Agent for the Refunded Bonds shall be paid when due. If an Escrow Agent is appointed, the Designated Port Representative is authorized and directed to execute and deliver the Escrow Agreement to the Escrow Agent when the provisions

thereof have been fixed and determined for closing and delivery of the Series 2026 Bonds. The Escrow Agreement, if any, shall be in form and substance satisfactory to the Designated Port Representative and the Escrow Agent.

Section 10. Tax Covenants. The Port will take all actions necessary to assure the exclusion of interest on the Tax-Exempt Bonds from the gross income of the Owners of the Tax-Exempt Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Tax-Exempt Bonds, including but not limited to the following:

(a) *Federal Guarantee Prohibition.* The Port will not take any action or permit or suffer any action to be taken if the result of such action would be to cause any of the Tax-Exempt Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

(b) *Rebate Requirement.* The Port will take any and all actions necessary to assure compliance with Section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Tax-Exempt Bonds.

(c) *No Arbitrage.* The Port will not take, or permit or suffer to be taken, any action with respect to the proceeds of the Tax-Exempt Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Tax-Exempt Bonds would have caused the Tax-Exempt Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code.

(d) *Registration Covenant.* The Port will maintain a system for recording the ownership of each Tax-Exempt Bond that complies with the provisions of Section 149 of the Code until all Tax-Exempt Bonds have been surrendered and canceled.

(e) *Record Retention.* The Port will retain its records of all accounting and monitoring it carries out with respect to the Tax-Exempt Bonds for at least three years after the Tax-Exempt Bonds mature or are redeemed (whichever is earlier); however, if the Tax-Exempt Bonds are redeemed and refunded, the Port will retain its records of accounting and monitoring at least three years after the earlier of the maturity or redemption of the obligations that refunded the Tax-Exempt Bonds.

(f) *Compliance with Tax Certificate.* The Port will comply with the provisions of the Federal Tax Certificate with respect to the Tax-Exempt Bonds, which are incorporated herein as if fully set forth herein. In the event of any conflict between this section and the Federal Tax Certificate, the provisions of the Federal Tax Certificate will prevail.

(g) *Governmental Bonds.* All or a portion of the Tax-Exempt Bonds may be issued as “Governmental Bonds” subject to the private use restrictions of Section 141 of the Code. The Port makes the following covenants with respect to the Governmental Bonds.

(1) The Port will assure that the Governmental Bond proceeds are not so used as to cause the Governmental Bonds to satisfy the private business tests of Section 141(b) of the Code or the private loan financing test of Section 141(c) of the Code.

(2) The Port will not sell or otherwise transfer or dispose of (i) any personal property components of any projects financed or refinanced with the proceeds of the Tax-Exempt Bonds other than in the ordinary course of an established government program under Treasury Regulation § 1.141-2(d)(4) or (ii) any real property components of any projects financed or refinanced with the proceeds of the Tax-Exempt Bonds, unless it has received an opinion of nationally recognized Tax-Exempt Bond counsel to the effect that such disposition will not adversely affect the treatment of interest on the Tax-Exempt Bonds as excludable from gross income for federal income tax purposes.

(h) *Exempt Facility Bonds.* All or a portion of the Tax-Exempt Bonds may be issued as “Exempt Facility Bonds” or “AMT Bonds” meeting the requirements of Section 142 of the Code. The Port makes the following covenants with respect to the AMT Bonds.

(1) At least 95% of the net proceeds of the AMT Bonds will be expended to pay capital expenditures of an airport owned by a governmental unit, including storage and training facilities and certain functionally related and subordinate facilities, all within the meaning of Section 142 of the Code.

(2) No net proceeds of the AMT Bonds will be used to finance the acquisition of any property (or an interest therein) unless (1) the first use of such property was pursuant to such acquisition or (2) the applicable rehabilitation exception contained in section 147(d)(2) of the Code with respect to such property was met.

(3) Less than 25 percent of the net proceeds of the AMT Bonds will be used to refinance the acquisition of land unless such land was acquired for use or future use as an airport, dock or wharf, and there is no other significant use of the land, pursuant to section 147(c)(3) of the Code.

(4) No portion of the AMT Bond proceeds will be used to refinance any of the following: an airplane, a skybox or other private luxury box, a health club facility, a facility primarily used for gambling, or a store the principal business of which is the sale of alcoholic beverages for consumption off premises.

(5) Not more than two percent of the AMT Bond proceeds will be used to pay costs of issuance.

Certain covenants of this Section will survive payment in full or defeasance of the Tax-Exempt Bonds.

Section 11. Lost, Stolen, or Destroyed Series 2026 Bonds. In case any Series 2026 Bond shall be lost, stolen, or destroyed, the Registrar may execute and deliver a new Series 2026 Bond of like series, maturity, date, number and tenor to the Registered Owner thereof upon the owner's paying the expenses and charges of the Port in connection therewith and upon their filing with the Port evidence satisfactory to the Port that such Series 2026 Bond was actually lost, stolen or destroyed and of their ownership thereof, and upon furnishing the Port and the Registrar with indemnity satisfactory to both.

Section 12. Form of Series 2026 Bonds. The Series 2026 Bonds shall be in substantially the form set forth in Exhibit B, attached hereto and incorporated herein by this reference. In the event any Series 2026 Bonds are no longer in fully immobilized form, the form of such Series 2026 Bonds may be modified to conform to printing requirements and the terms of this series resolution.

Section 13. Execution. The Series 2026 Bonds shall be executed on behalf of the Port with the manual or facsimile signature of the President of its Commission, shall be attested by the manual or facsimile signature of the Secretary thereof and shall have the seal of the Port impressed or a facsimile thereof imprinted thereon. In case either of the officers of the Port who shall have executed the Series 2026 Bonds shall cease to be such officer or officers of the Port before the Series 2026 Bonds so signed shall have been authenticated or delivered by the Registrar, or issued by the Port, such Series 2026 Bonds may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the Port as though those who signed the same had continued to be such officers of the Port. Any Series 2026 Bond may also be signed and attested on behalf of the Port by such persons as on the actual date of execution of such Series 2026 Bond shall be the proper officers of the Port

although on the original date of such Series 2026 Bond any such person shall not have been such officer.

Only such Series 2026 Bonds as shall bear thereon a Certificate of Authentication in the form hereinbefore recited, manually executed by the Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this series resolution. Such Certificate of Authentication shall be conclusive evidence that the Series 2026 Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this series resolution.

Section 14. Defeasance. Except as otherwise set forth in the Sale Document, the Series 2026 Bonds shall be subject to defeasance as follows. In the event that money and/or noncallable Government Obligations that are direct obligations of the United States or obligations unconditionally guaranteed by the United States maturing or having guaranteed redemption prices at the option of the owner at such time or times and bearing interest to be earned thereon in amounts (together with such money, if any) sufficient to redeem and retire part or all of the Series 2026 Bonds in accordance with their terms, are hereafter irrevocably delivered to the Registrar for payment such Series 2026 Bonds or set aside in a special account and pledged to effect such redemption and retirement, and, if the Series 2026 Bonds are to be redeemed prior to maturity, irrevocable notice, or irrevocable instructions to give notice of such redemption has been delivered to the Registrar, then no further payments need be made into the Intermediate Lien Bond Fund or any account therein for the payment of the principal of, premium, if any, and interest on the Series 2026 Bonds so provided for and such Series 2026 Bonds shall then cease to be entitled to any lien, benefit or security of the Intermediate Lien Master Resolution or this series resolution, except the right to receive the funds so set aside and pledged and such notices of redemption, if any, and such Series 2026 Bonds shall no longer be

deemed to be outstanding hereunder, under the Intermediate Lien Master Resolution or under any resolution authorizing the issuance of bonds or other indebtedness of the Port.

The Port shall provide notice of defeasance of any Series 2026 Bonds to the Registered Owners of the Series 2026 Bonds being defeased, to the Bond Insurer, if any, and to each party entitled to receive notice under the Continuing Disclosure Undertaking authorized pursuant to Section 15 of this series resolution.

Section 15. Undertaking to Provide Ongoing Disclosure. The Designated Port Representative is authorized to execute and deliver a Continuing Disclosure Undertaking providing for an undertaking by the Port to assist the Underwriters in complying with the Rule.

Section 16. Bond Insurance. The payments of the principal of and interest on one or more series, or principal maturities within one or more series, of the Series 2026 Bonds may be insured by the issuance of a Bond Insurance Policy. The Designated Port Representative may solicit proposals from municipal bond insurance companies, and the Designated Port Representative, in consultation with the Port's financial advisor, is hereby authorized to select the proposal that is deemed to be the most cost effective and to execute the Bond Insurance Commitment with the Bond Insurer, which may include such covenants and conditions as shall be approved by the Designated Port Representative.

Section 17. Compliance with Parity Conditions. The Commission hereby finds and determines as required by Section 5(b) of the Intermediate Lien Master Resolution, as follows:

First: The Port is not in default of its covenant under Section 5 of the Intermediate Lien Master Resolution; and

Second: The Commission has been assured that prior to the issuance and delivery of the Series 2026 Bonds, the Port will meet the conditions set forth in Section 5(c) of the Intermediate Lien Master Resolution and/or will deliver either:

(A) a certificate prepared as provided in the Intermediate Lien Master Resolution and executed by the Designated Port Representative stating that Available Intermediate Lien Revenues as First Adjusted during the Base Period were at least equal to 110 percent of Annual Debt Service in each year of the Certificate Period with respect to all Intermediate Lien Parity Bonds then outstanding and then proposed to be issued; or

(B) a Consultant's certificate, prepared as provided in the Intermediate Lien Master Resolution and stating that projected Available Intermediate Lien Revenues as First Adjusted will be at least equal to 110 percent of Annual Debt Service in each year of the Certificate Period with respect to all Intermediate Lien Parity Bonds then outstanding and then proposed to be issued.

The limitations contained in the conditions provided in Section 5(b) of the Intermediate Lien Master Resolution having been complied with, the payments required herein to be made out of the Available Intermediate Lien Revenues to pay and secure the payment of the principal of, premium, if any, and interest on the Series 2026 Bonds shall constitute a lien and charge upon such a charge and lien upon the Available Intermediate Lien Revenues equal to the lien thereon of Outstanding Intermediate Lien Parity Bonds.

Section 18. Resolution and Laws a Contract with the Series 2026 Bond Owners. This series resolution is adopted under the authority of and in full compliance with the Constitution and laws of the State. In consideration of the purchase and ownership of the Series 2026 Bonds, the provisions of this series resolution and of said laws shall constitute a contract with the owners of the Series 2026 Bonds, and the obligations of the Port and its Commission under said laws and under this series resolution shall be enforceable by any court of competent jurisdiction; and the covenants and agreements herein and in the Series 2026 Bonds set forth shall be for the equal benefit of the owners of the Series 2026 Bonds.

Section 19. Severability. If any one or more of the covenants or agreements provided in this series resolution to be performed on the part of the Port shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements in this series resolution and shall in no way affect the validity of the other provisions of this series resolution or of any Intermediate Lien Parity Bonds.

Section 20. Effective Date. This series resolution shall be effective immediately upon its adoption.

ADOPTED by the Port Commission of the Port of Seattle at duly noticed meeting thereof, held this 23rd day of June, 2026, and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof.

PORT OF SEATTLE

Commissioners

EXHIBIT A

REFUNDING CANDIDATES

Port of Seattle Intermediate Lien Revenue Bonds, Series 2015C (AMT)⁽¹⁾

Maturity Dates (April 1)	Principal Amounts	Interest Rates
2027	9,770,000	5.00%
2028	9,260,000	5.00
2029	9,005,000	5.00
2030	9,460,000	5.00
2031	9,960,000	5.00
2032	10,455,000	5.00
2033	10,545,000	5.00
2034	11,080,000	5.00
2035	11,650,000	5.00
2040 ⁽²⁾	65,265,000	5.00

⁽¹⁾ Callable at any time on and after October 1, 2024, in whole or in part on any date, with maturities to be selected by the Port, at a redemption price equal to 100% of the principal amount thereof, plus interest accrued to the date fixed for redemption.

⁽²⁾ Term bonds.

Port of Seattle Intermediate Lien Revenue Refunding Bonds, Series 2016 (Non-AMT)⁽¹⁾

Maturity Dates (February 1)	Principal Amounts	Interest Rates
2027	\$ 16,045,000	5.00%
2028	16,865,000	5.00
2029	17,735,000	5.00
2030	18,645,000	5.00

⁽¹⁾ Callable at any time on and after February 1, 2026, in whole or in part on any date, with maturities to be selected by the Port, at a redemption price equal to 100% of the principal amount thereof, plus interest accrued to the date fixed for redemption.

EXHIBIT B

FORM OF THE BOND

[DTC LEGEND] [TRANSFER RESTRICTIONS]

UNITED STATES OF AMERICA

NO. _____

\$ _____

STATE OF WASHINGTON
PORT OF SEATTLE
INTERMEDIATE LIEN REVENUE REFUNDING BOND,
SERIES 2026[A][B][C]
[(Non-AMT)][(Private Activity - AMT)][(Taxable)]

Maturity Date: _____, _____

[CUSIP No.] _____

Interest Rate:

Registered Owner:

Principal Amount:

[THE PORT OF SEATTLE, a municipal corporation organized and existing under and by virtue of the laws of the State of Washington (the "Port"), promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, solely from the special fund of the Port known as the "Port of Seattle Revenue Intermediate Lien Bond Fund" (the "Intermediate Lien Bond Fund") created by Resolution No. 3540, as amended (the "Intermediate Lien Master Resolution" and together with Resolution No. 3849, the "Bond Resolution"), the Principal Amount indicated above and to pay interest thereon from the Intermediate Lien Bond Fund from the date of initial delivery, or the most recent date to which interest has been paid or duly provided for or until payment of this bond at the Interest Rate set forth above. Principal of and accrued interest on this bond shall be payable in lawful money of the United States of America on the dates set forth in the payment schedule attached hereto.]

[THE PORT OF SEATTLE, a municipal corporation organized and existing under and by virtue of the laws of the State of Washington (the "Port"), promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, solely from the special fund of the Port known as the "Port of Seattle Revenue Intermediate Lien Bond Fund" (the "Intermediate Lien Bond Fund") created by Resolution No. 3540, as amended (the "Intermediate Lien Master Resolution" and together with Resolution No. 3849, the "Bond Resolution"), the Principal Amount indicated above and to pay interest thereon from the Intermediate Lien Bond Fund from the date of initial delivery, or the most recent date to which interest has been paid or duly provided for or until payment of this bond at the Interest Rate set forth above, payable semiannually on the first days of each _____ and _____ beginning on _____ 1, 20___. The principal of, premium, if any, and interest on this bond are payable in lawful money of the United States of America. Principal, premium, if any, and interest shall be paid as provided in the Blanket Issuer Letter of Representations (the "Letter of Representations") by the Port to The Depository Trust Company ("DTC") (or its successor or

alternate depository) or other registered owner. The Treasurer of the Port has appointed the fiscal agent for the State of Washington as the initial registrar, authenticating and paying agent for the bonds of this series.]

This bond is one of a series of bonds of the Port in the aggregate principal amount of \$_____, and is issued pursuant to the Bond Resolution to defease and/or refund certain outstanding Port revenue bonds. [Simultaneously herewith, the Port is issuing [two] other series of revenue bonds: its Intermediate Lien Revenue Refunding Bonds, Series 2026[A][B][C] [(Non-AMT)] [(Private Activity - AMT)] [(Taxable)] in the principal amount of \$_____, and Intermediate Lien Revenue Refunding Bonds, Series 2026[A][B][C] [(Non-AMT)] [(Private Activity - AMT)] [(Taxable)], in the principal amount of \$[_____]. Capitalized terms used in this bond which are not specifically defined have the meanings given such terms in the Bond Resolution.

The bonds of this issue maturing on and after _____ 1, ____ shall be subject to optional redemption in advance of their scheduled maturity on and after _____ in whole or in part on any date at a price equal to 100% of the principal amount thereof plus accrued interest to the date fixed for redemption.

[The bonds of this series are [not] private activity bonds.] The bonds of this series are not “qualified tax-exempt obligations” eligible for investment by financial institutions within the meaning of Section 265(b) of the Internal Revenue Code of 1986, as amended. [The Port has taken no action to cause the interest on this bond to be exempt from general federal income taxation.]

The Port hereby covenants and agrees with the owner and holder of this bond that it will keep and perform all the covenants of this bond and the Bond Resolution.

The Port does hereby pledge and bind itself to set aside and pay into the Intermediate Lien Bond Fund and Intermediate Lien Reserve Account from Available Intermediate Lien Revenues or money in the Revenue Fund the various amounts required by the Bond Resolution to be paid into and maintained in said Fund and Account, all within the times provided by said Bond Resolution.

The amounts pledged to be paid out of Gross Revenue into the Intermediate Lien Bond Fund and Intermediate Lien Reserve Account are hereby declared to be a first and prior lien and charge upon the Gross Revenue, subject to the payment of Operating Expenses of the Port and subject further to the liens thereon of the Permitted Prior Lien Bonds and equal in rank to the lien and charge upon such Gross Revenue of the amounts required to pay and secure the payment of any Net Payments due pursuant to any Parity Derivative Product, any Outstanding Intermediate Lien Parity Bonds and any revenue bonds of the Port hereafter issued on a parity with the Outstanding Intermediate Lien Parity Bonds and the bonds of this issue.

The Port has further bound itself to establish, maintain and collect rentals, tariffs, rates, fees, and charges in the operation of all of its businesses for as long as any bonds of this issue are outstanding that will make available, for the payment of the principal thereof and interest thereon

as the same shall become due, Available Intermediate Lien Revenues in an amount equal to or greater than the Rate Covenant defined in the Intermediate Lien Master Resolution.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication hereon shall have been manually signed by or on behalf of the Registrar.

It is hereby certified and declared that this bond and the bonds of this issue are issued pursuant to and in strict compliance with the Constitution and laws of the State of Washington and resolutions of the Port and that all acts, conditions and things required to be done precedent to and in the issuance of this bond have happened, been done and performed.

IN WITNESS WHEREOF, the Port of Seattle has caused this bond to be executed by the manual or facsimile signatures of the President and Secretary of the Port Commission, and the corporate seal of the Port to be impressed or a facsimile thereof imprinted hereon as of the ____ day of _____, 2026.

PORT OF SEATTLE

By _____/s/_____
President, Port Commission

ATTEST:
_____/s/_____
Secretary, Port Commission

[FOR UNDERWRITTEN BONDS]

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

This bond is one of the bonds described in the within mentioned Bond Resolution and is one of the Intermediate Lien Revenue Refunding Bonds, Series 2026[A][B][C] [(Non-AMT)] [(Private Activity - AMT)][(Taxable)] of the Port of Seattle, dated _____, 2026.

WASHINGTON STATE FISCAL AGENT, as
Registrar

By _____
Authorized Signer

[FOR DIRECT PURCHASE BONDS]

REGISTRATION CERTIFICATE

This bond is registered in the name of the Registered Owner on the books of the Port of Seattle, in the office of the _____ (the "Bond Registrar"), as to both principal and interest, as noted in the registration blank below. All payments of principal of and interest on this bond shall be made by the Port of Seattle as provided in the Bond Resolution.

Date of Registration	Name and Address of Registered Owner	Signature of Bond Registrar
_____, 2026		

PAYMENT SCHEDULE

Principal and interest on this bond shall be payable as set forth in the following schedule:

Date	Principal	Interest	Total Payment
------	-----------	----------	---------------

CERTIFICATE

I, the undersigned, Secretary of the Port Commission (the “Commission”) of the Port of Seattle (the “Port”), DO HEREBY CERTIFY:

1. That the attached Resolution No. 3849 (the “Resolution”), is a true and correct copy of a resolution of the Port, as finally adopted at a meeting of the Commission held on the 23rd day of June, 2026, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum of the Commission was present throughout the meeting and a legally sufficient number of members of the Commission voted in the proper manner for the adoption of said Resolution; that all other requirements and proceedings incident to the proper adoption of said Resolution have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of ____, 2026.

Secretary

SERIES RESOLUTION

PORT OF SEATTLE

RESOLUTION NO. 3850

A RESOLUTION of the Port of Seattle Commission authorizing the issuance and sale of revenue refunding bonds in one or more series in the aggregate principal amount of not to exceed \$70,000,000, for the purpose of refunding certain outstanding revenue bonds of the Port; setting forth certain bond terms and covenants; and delegating authority to approve final terms and conditions and the sale of the bonds.

ADOPTED: JUNE 23, 2026

Prepared by:

PACIFICA LAW GROUP LLP
Seattle, Washington

**Port of Seattle
Resolution No. 3850
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* This Table of Contents and the cover page are for convenience of reference and are not intended to be a part of this series resolution.

RESOLUTION NO. 3850

A RESOLUTION of the Port of Seattle Commission authorizing the issuance and sale of revenue refunding bonds in one or more series in the aggregate principal amount of not to exceed \$70,000,000, for the purpose of refunding certain outstanding revenue bonds of the Port; setting forth certain bond terms and covenants; and delegating authority to approve final terms and conditions and the sale of the bonds.

WHEREAS, the Port has authorized the issuance of revenue bonds in one or more series pursuant to Resolution No. 3059, as amended, of the Commission adopted on February 2, 1990, and as amended and restated by Resolution No. 3577 of the Commission adopted on February 27, 2007 (collectively, the “Master Resolution”), each series being payable from the Net Revenues (as such term is defined in the Master Resolution); and

WHEREAS, the Port currently has outstanding four series of first lien revenue bonds issued pursuant to the Master Resolution, as follows:

Authorizing Resolution Number	Date of Original Issue	Series	Original Principal Amount	Principal Amount Outstanding (as of 07/02/26)	Final Maturity Date
3619	07/16/2009	(B-2)	\$ 22,000,326 ⁽¹⁾	\$ 45,005,499 ⁽¹⁾	05/01/2031
3721	08/02/2016	(B)	124,380,000 ⁽²⁾	75,660,000	10/01/2032
3721	08/02/2016	(C)	6,180,000 ⁽²⁾	3,395,000	10/01/2032
3787	06/30/2021		43,015,000	9,540,000	09/01/2026
				\$133,600,499	

⁽¹⁾ Series 2009B-2 Bonds are capital appreciation bonds; total principal amount outstanding includes accreted interest of \$31,888,018 through July 2, 2026.

⁽²⁾ The Port may refund all or a portion of the Series 2016B and/or 2016C Bonds pursuant to this series resolution.

(the “Outstanding Parity Bonds”); and

WHEREAS, the Master Resolution permits the Port to issue its revenue bonds having a lien on Net Revenues (as such term is defined in the Master Resolution) subordinate to the lien thereon of the Outstanding Parity Bonds; and

WHEREAS, the Port has authorized the issuance of intermediate lien revenue bonds having a lien on Net Revenues subordinate to the lien thereon of the Outstanding Parity Bonds in one or more series pursuant to Resolution No. 3540, as amended, adopted on June 14, 2005 (the “Intermediate Lien Master Resolution”); and

WHEREAS, the Port currently has outstanding 21 series of intermediate lien revenue bonds pursuant to the Intermediate Lien Master Resolution, as follows:

Authorizing Resolution Number	Date of Original Issue	Series	Original Principal Amount	Principal Amount Outstanding (as of 07/02/26)	Final Maturity Date
3709	08/06/2015	(C)	\$226,275,000	\$ 156,450,000	04/01/2040
3722	08/02/2016		99,095,000	69,290,000	02/01/2030
3735	08/22/2017	(A)	16,705,000	16,705,000	05/01/2028
3735	08/22/2017	(B)	264,925,000	157,605,000	05/01/2036
3735	08/22/2017	(C)	313,305,000	251,670,000	05/01/2042
3735	08/22/2017	(D)	93,230,000	12,210,000	05/01/2027
3749	06/21/2018	(A)	470,495,000	390,700,000	05/01/2043
3749	06/21/2018	(B)	85,145,000	22,020,000	05/01/2028
3758	08/07/2019		457,390,000	393,055,000	04/01/2044
3786	06/30/2021	(A)	47,025,000	9,430,000	12/01/2030
3786	06/30/2021	(B)	148,765,000	121,865,000	06/01/2040
3786	06/30/2021	(C)	514,390,000	443,015,000	08/01/2046
3786	06/30/2021	(D)	41,395,000	31,490,000	08/01/2031
3801	08/11/2022	(A)	206,200,000	190,155,000	08/01/2033
3801	08/11/2022	(B)	585,930,000	537,495,000	08/01/2047
3801	08/11/2022	(C)	70,435,000	34,975,000	08/01/2032
3826	08/15/2024	(A)	168,975,000	148,035,000	03/01/2040
3826	08/15/2024	(B)	648,940,000	614,505,000	07/01/2049
3837	08/21/2025	(A)	74,235,000	74,235,000	10/01/2050
3837	08/21/2025	(B)	650,460,000	650,460,000	10/01/2050
3837	08/21/2025	(C)	22,550,000	22,550,000	09/01/2032
				\$4,347,915,000	

(the “Outstanding Intermediate Lien Parity Bonds”); and

WHEREAS, the Master Resolution and the Intermediate Lien Master Resolution permit the Port to issue its revenue bonds having a lien on Net Revenues (as such term is defined in the

Intermediate Lien Master Resolution) subordinate to the lien thereon of the Intermediate Lien Bonds; and

WHEREAS, the Port currently has outstanding two series of subordinate lien revenue bonds, as follows:

Authorizing Resolution Number	Date of Original Issue	Authorized or Original Principal Amount	Principal Amount Outstanding (07/02/26)	Final Maturity Date
3456 ⁽¹⁾	(CP)	\$ 400,000,000	\$120,000,000	06/01/2051
3598 ⁽²⁾	06/17/2008	200,715,000	110,335,000	07/01/2033
			\$230,335,000	

⁽¹⁾ As amended by Resolution No. 3777, adopted on September 22, 2020, and as most recently amended by Resolution No. 3846, adopted on April 14, 2026.

⁽²⁾ As amended by Resolution No. 3847, adopted on April 14, 2026.

(the “Outstanding Subordinate Lien Bonds”); and

WHEREAS, the Port has certain Outstanding Parity Bonds described in Exhibit A attached hereto (the “Refunding Candidates”) that may be defeased and/or refunded, for debt service savings, with proceeds of the Series 2026 First Lien Bonds authorized and defined herein; and

WHEREAS, the Master Resolution permits the Port to issue its revenue bonds having a lien on Net Revenues on a parity with the lien thereon of the Outstanding Parity Bonds upon compliance with certain conditions; and

WHEREAS, the Port has determined that such conditions will be met; and

WHEREAS, pursuant to RCW 53.40.030, the Port Commission may delegate authority to the Executive Director of the Port to approve the designation of the bonds to be defeased and/or refunded and the method of sale, interest rates, maturity dates, redemption rights, interest

payment dates, and principal maturities for the bonds under such terms and conditions as are approved by resolution; and

WHEREAS, the Port has provided notice of and held a public hearing on the issuance of the Series 2026 First Lien Bonds (hereinafter defined) pursuant to Section 147(f) of the Internal Revenue Code, as amended; and

WHEREAS, it is deemed necessary and desirable that the Series 2026 First Lien Bonds be sold by one or more negotiated sales and/or private placements as herein provided;

NOW, THEREFORE, BE IT RESOLVED BY THE PORT COMMISSION OF THE PORT OF SEATTLE, as follows:

Section 1. Definitions. Unless otherwise defined herein, the terms used in this series resolution, including the preamble hereto, that are defined in the Master Resolution shall have the meanings set forth in the Master Resolution. In addition, the following terms shall have the following meanings in this series resolution:

Acquired Obligations means the Government Obligations acquired by the Port pursuant to this series resolution and the Escrow Agreement to effect the defeasance and refunding of the Refunded Bonds, but only to the extent that the same are acquired at Fair Market Value.

Beneficial Owner means any person that has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Underwritten Bonds (including persons holding Underwritten Bonds through nominees, depositories or other intermediaries).

Bond Counsel means an attorney at law or a firm of attorneys, selected by the Port, of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on bonds issued by states and their political subdivisions.

Bond Insurance Commitment means the commitment(s) of the Bond Insurer, if any, to insure one or more series of Series 2026 First Lien Bonds, or certain principal maturities thereof.

Bond Insurance Policy means the policy(ies) of municipal bond insurance, if any, delivered by the Bond Insurer at the time of issuance and delivery of Series 2026 First Lien Bonds to be insured pursuant to the Bond Insurance Commitment.

Bond Insurer means the municipal bond insurer(s), if any, that has committed to insure one or more series of Series 2026 First Lien Bonds, or certain principal maturities thereof, pursuant to the Bond Insurance Commitment.

Bond Purchase Agreement means any contract for the purchase of Underwritten Bonds sold by negotiated sale to the Underwriters, executed pursuant to Section 15 of this series resolution.

Bond Register means the registration books maintained by the Registrar containing the name and mailing address of the owner of each Series 2026 First Lien Bond or nominee of such owner and the principal amount and number of Series 2026 First Lien Bonds held by each owner or nominee.

Chief Financial Officer means the Chief Financial Officer of the Port, the Acting Chief Financial Officer or any successor to the functions of their office.

Code means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Series 2026 First Lien Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Series 2026 First Lien Bonds, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

Continuing Disclosure Undertaking means the undertaking for ongoing disclosure executed by the Port pursuant to Section 17 of this series resolution.

Default has the meaning given such term in Section 14(b) of this series resolution.

Deputy Executive Director means the Deputy Executive Director of the Port, or any successor to the functions of their office.

Designated Port Representative, for purposes of this series resolution, means the Executive Director, Deputy Executive Director, or Chief Financial Officer of the Port (or the successor in function to such person(s)) or such other person as may be directed by resolution of the Commission.

Direct Purchase Agreement means one or more loan or purchase agreements, if any, between the Port and a Direct Purchaser under which the Direct Purchaser will make a loan to the Port, evidenced by a Direct Purchase Bond, or under which the Direct Purchaser will purchase the Direct Purchase Bond.

Direct Purchase Bonds means any Series 2026 First Lien Bonds or Bond sold to a Direct Purchaser pursuant to Section 15 of this series resolution.

Direct Purchaser means one or more Underwriters selected to purchase one or more Direct Purchase Bonds, or to accept delivery of one or more Direct Purchase Bonds to evidence the Port's obligations under a Direct Purchase Agreement, pursuant to Section 15 of this series resolution.

DTC means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, as depository for any Underwritten Bonds pursuant to Section 5 hereof.

Escrow Agent means U.S. Bank Trust Company, National Association or such other escrow agent for the Refunded Bonds, if any, appointed by the Designated Port Representative pursuant to this series resolution.

Escrow Agreement means the escrow deposit agreement between the Port and the Escrow Agent, if any, dated as of the date of the closing, executed in connection with the defeasance and/or refunding of some or all of the Refunded Bonds.

Executive Director means the Executive Director of the Port, or any successor to the functions of their office.

Fair Market Value means the price at which a willing buyer would purchase an investment from a willing seller in a bona fide, arm's-length transaction, except for specified investments as described in Treasury Regulation § 1.148-5(d)(6), including United States Treasury obligations, certificates of deposit, guaranteed investment contracts, and investments for yield restricted defeasance escrows. Fair Market Value is generally determined on the date on which a contract to purchase or sell an investment becomes binding, and, to the extent required by the applicable regulations under the Code, the term "investment" will include a hedge.

Federal Tax Certificate means one or more certificates executed by the Designated Port Representative setting forth the requirements of the Code for maintaining the tax status of the Series 2026 First Lien Bonds, and attachments thereto.

Future Parity Bonds means those revenue bonds or other revenue obligations that are issued by the Port in the future as Parity Bonds.

Government Obligations has the meaning given to such term in RCW Chapter 39.53, as amended from time to time.

Intermediate Lien Master Resolution means Resolution No. 3540, as amended, of the Commission adopted on June 14, 2005.

Letter of Representations means the blanket issuer letter of representations from the Port to DTC, as amended from time to time.

Master Resolution means Resolution No. 3059, as amended, of the Commission adopted on February 2, 1990, and as amended and restated by Resolution No. 3577 of the Commission adopted on February 27, 2007.

Outstanding Parity Bonds means the Port's outstanding first lien revenue bonds identified in the recitals to this series resolution.

Parity Bonds means and includes the Outstanding Parity Bonds, the Series 2026 First Lien Bonds and any Future Parity Bonds and has the meaning ascribed to "Bonds" in the Master Resolution.

Permitted Investment means such obligations as may now or hereafter be permitted to port districts of the State by law, but only to the extent that the same are acquired at Fair Market Value.

Record Date means the close of business on the 15th day prior to each day on which a payment of interest on the Series 2026 First Lien Bonds is due and payable.

Refunded Bonds means the Refunding Candidates that are designated by the Executive Director for refunding pursuant to Section 15 of this series resolution.

Refunding Candidates means the outstanding revenue bonds of the Port described in Exhibit A.

Registered Owner means the person named as the registered owner of a Series 2026 First Lien Bond in the Bond Register.

Registrar means, unless otherwise designated in the Sale Document, the fiscal agent of the State, as the same may be designated by the State from time to time, for the purposes of registering and authenticating the Series 2026 First Lien Bonds, maintaining the Bond Register, effecting the transfer of ownership of the Series 2026 First Lien Bonds and paying principal of and premium, if any, and interest on the Series 2026 First Lien Bonds.

Rule means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended from time to time.

Sale Document means a Bond Purchase Agreement or Direct Purchase Agreement, as applicable, for the Series 2026 First Lien Bonds of a series.

Series 2026 First Lien Bond Fund means the Port of Seattle First Lien Revenue Bond Fund, Series 2026 created in the office of the Treasurer by Section 6(a) of this series resolution.

Series 2026 First Lien Bonds means the Port of Seattle First Lien Revenue Refunding Bonds, Series 2026 (AMT), with such other appropriate description or series designation as provided by the Designated Port Representative, authorized to be issued pursuant to Section 2 of this series resolution.

State means the State of Washington.

Underwriters means, collectively, Siebert Williams Shank & Co., LLC, Goldman Sachs & Co. LLC, and Stern Brothers & Co.

Underwritten Bonds means the Series 2026 First Lien Bonds, if any, sold by negotiated sale to the Underwriters pursuant to Section 15 of this series resolution.

Rules of Interpretation. In this series resolution, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this series resolution, refer to this series resolution as a whole and not to any particular article, section, subdivision or clause hereof, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before the date of this series resolution;

(b) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public bodies, as well as natural persons;

(c) Any headings preceding the text of the several articles and sections of this series resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this series resolution, nor shall they affect its meaning, construction or effect;

(d) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and

(e) Except as explicitly provided herein, whenever any consent or direction is required to be given by the Port, such consent or direction shall be deemed given when given by the Designated Port Representative.

Section 2. Purpose and Authorization of Series 2026 First Lien Bonds. The Port is hereby authorized to issue and sell one or more series of first lien revenue bonds in an aggregate principal amount not to exceed \$70,000,000 (the “Series 2026 First Lien Bonds”). The proceeds of the Series 2026 First Lien Bonds shall be used (i) to defease and/or refund the Refunded Bonds and (ii) to pay all or a portion of the costs incidental to the foregoing and to the issuance of the Series 2026 First Lien Bonds.

Section 3. Series 2026 First Lien Bond Details.

(a) *Series 2026 First Lien Bonds.* The Series 2026 First Lien Bonds shall be issued in one or more series, shall be designated as “Port of Seattle First Lien Revenue Refunding Bonds, Series 2026,” with such description and additional designations for each series for identification purposes as may be approved by the Designated Port Representative. The Series 2026 First Lien Bonds of each series shall be fully registered as to both principal and interest and shall be sold as either Underwritten Bonds or Direct Purchase Bonds.

(b) *Underwritten Bonds.* Underwritten Bonds shall be issued in denominations of \$5,000, or any integral multiple thereof, within a series and maturity; shall be numbered separately in such manner and with any additional designations as the Bond Registrar deems necessary for purposes of identification; shall bear interest payable on the dates set forth in the applicable Sale Document; and shall be subject to optional and/or mandatory redemption and mature on the dates and in the principal amounts as set forth in the applicable Sale Document.

(c) *Direct Purchase Bonds.* Direct Purchase Bonds shall be dated as of the date of delivery to the Direct Purchaser, shall be in one denomination, and shall mature on the date set forth in the applicable Sale Document. Direct Purchase Bonds shall bear interest from the dated date or the most recent date to which interest has been paid at the interest rate set forth in the applicable Sale Document. Interest on the principal amount of Direct Purchase Bonds shall be calculated per annum on a 30/360 basis, or as otherwise provided in the applicable Sale Document. Principal of and interest on Direct Purchase Bonds shall be payable at the times and in the amounts set forth in the payment schedule attached to the Direct Purchase Bond.

(d) *Limited Obligations.* The Series 2026 First Lien Bonds shall be obligations only of the Series 2026 First Lien Bond Fund and shall be payable and secured as provided in the

Master Resolution and this series resolution. The Series 2026 First Lien Bonds do not constitute an indebtedness of the Port within the meaning of the constitutional and statutory provisions and limitations of the laws of the State.

Section 4. Redemption and Purchase.

(a) *Optional Redemption.* The Series 2026 First Lien Bonds of each series may be subject to optional redemption and/or prepayment on the dates, at the prices and under the terms set forth in the Sale Document relating to such series, as approved by the Executive Director pursuant to Section 15 of this series resolution.

(b) *Mandatory Redemption.* The Series 2026 First Lien Bonds of each series may be subject to mandatory redemption to the extent, if any, set forth in the Sale Document relating to such series, as approved by the Executive Director pursuant to Section 15 of this series resolution.

(c) *Purchase of Series 2026 First Lien Bonds.* The Port reserves the right to use at any time the proceeds of refunding bonds, any surplus Gross Revenue available after providing for the payments required by paragraphs First through Fifth of Section 2(a) of the Master Resolution, including the payments required by paragraphs First through Eleventh of the priority for use of Gross Revenue set forth in the Intermediate Lien Master Resolution, and/or any other legally available funds to purchase any of the Series 2026 First Lien Bonds offered to the Port at any price deemed reasonable to the Designated Port Representative. Any Series 2026 First Lien Bonds so purchased shall be cancelled if delivered to the Registrar. If any Series 2026 First Lien Bonds so purchased are term bonds, the Port may allocate the principal amount of the purchased Series 2026 First Lien Bonds to the principal amortization schedule of those term bonds.

(d) *Selection of Series 2026 First Lien Bonds for Redemption.* If Series 2026 First Lien Bonds are designated for optional redemption or purchase pursuant to Section 4(c), the series, maturities, and interest rates of such Series 2026 First Lien Bonds shall be selected by the Port. In the event that Series 2026 First Lien Bonds are designated for redemption or purchase pursuant to Section 4(c), the Port may designate which sinking fund installments or portions thereof, are to be reduced as allocated to such redemption or purchase. If any Underwritten Bonds to be redeemed (optional, mandatory, or pursuant to Section 4(c) hereof) are then held in book-entry-only form, the selection of such Underwritten Bonds within a series, maturity, and interest rate to be redeemed within a maturity and interest rate shall be made in accordance with the operational arrangements then in effect at DTC (or at a substitute depository, if applicable). If the Underwritten Bonds to be redeemed are no longer held in book-entry-only form, the selection of such Underwritten Bonds to be redeemed shall be made in the following manner. If the Port redeems at any one time fewer than all of the Underwritten Bonds having the same maturity date and interest rate within a series, the particular Underwritten Bonds or portions of Underwritten Bonds to be redeemed within the series, maturity, and interest rate shall be selected by lot (or in such other random manner determined by the Registrar) in increments of \$5,000, provided that the Port may allocate the principal amount of the Underwritten Bonds so redeemed to the principal amortization scheduled of those term bonds. In the case of an Underwritten Bond within a series, maturity, and interest rate of a denomination greater than \$5,000, the Port and Registrar shall treat each Underwritten Bond of the applicable series, maturity and interest rate as representing such number of separate Underwritten Bonds each of the denomination of \$5,000 as is obtained by dividing the actual principal amount of such Underwritten Bonds of the applicable series, maturity, and interest rate by \$5,000. In the event that only a portion of the

principal amount of an Underwritten Bond is redeemed, upon surrender of such Underwritten Bond at the principal office of the Registrar there shall be issued to the Registered Owner, without charge therefor, for the then-unredeemed balance of the principal amount thereof an Underwritten Bond or, at the option of the Registered Owner, an Underwritten Bond of like series, maturity, and interest rate in any of the denominations herein authorized. Notwithstanding the foregoing, the manner of selection of Series 2026 First Lien Bonds for redemption may be set forth in the Sale Document relating to such series and as approved by the Designated Port Representative.

(e) *Notice of Redemption.* Notice of any prepayment of Direct Purchase Bonds shall be provided by the Port to the Direct Purchaser as provided in the applicable Sale Document. Written notice of any redemption of Underwritten Bonds prior to maturity shall be given by the Registrar on behalf of the Port by first class mail, postage prepaid, not less than 20 days nor more than 60 days before the date fixed for redemption to the Registered Owners of Underwritten Bonds that are to be redeemed at their last addresses shown on the Bond Register. This requirement shall be deemed complied with when notice is mailed to the Registered Owners at their last addresses shown on the Bond Register, whether or not such notice is actually received by the Registered Owners.

So long as the Underwritten Bonds are in book-entry only form, notice of redemption shall be given to Beneficial Owners of Underwritten Bonds to be redeemed in accordance with the operational arrangements then in effect at DTC (or its successor or alternate depository), and neither the Port nor the Registrar shall be obligated or responsible to confirm that any notice of redemption is, in fact, provided to Beneficial Owners.

Each notice of redemption (which notice in the case of optional redemption may be conditional and/or may be rescinded at the option of the Port) prepared and given by the Registrar to Registered Owners of Underwritten Bonds shall contain the following information: (1) the date fixed for redemption, (2) the redemption price, (3) if fewer than all outstanding Underwritten Bonds of a series are to be redeemed, the identification by series, maturity, and interest rate (and, in the case of partial redemption, the principal amounts) of the Underwritten Bonds to be redeemed, (4) whether, in the case of optional redemption, the notice of redemption is conditional and, if conditional, the conditions to redemption, (5) that (unless the conditions, if any, to redemption have not been satisfied or unless the notice of redemption shall have been rescinded) such Underwritten Bonds will become due and payable and interest shall cease to accrue from the date fixed for redemption if and to the extent in each case funds have been provided to the Registrar for the redemption of such Underwritten Bonds on the date fixed for redemption the redemption price will become due and payable upon each Underwritten Bond or portion called for redemption, and that (unless the conditions, if any, to redemption have not been satisfied or unless the notice of redemption shall have been rescinded) interest shall cease to accrue from the date fixed for redemption if and to the extent that funds have been provided to the Registrar for the redemption of such Underwritten Bonds, (6) that the Underwritten Bonds are to be surrendered for payment at the principal office of the Registrar, (7) the CUSIP numbers of all Underwritten Bonds being redeemed, (8) the dated date of the Underwritten Bonds being redeemed, (9) the rate of interest for each Underwritten Bond being redeemed, (10) the date of the notice, and (11) any other information deemed necessary by the Registrar to identify the Underwritten Bonds being redeemed.

Upon the payment of the redemption price of Underwritten Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue, series, and maturity, the Underwritten Bonds being redeemed with the proceeds of such check or other transfer, or in the case of a payment to DTC shall be accompanied by an informational communication evidencing the CUSIP and related informational details with respect to each security being paid by wire transfer.

(f) *Effect of Redemption.* Unless the Port has rescinded a notice of optional redemption (or unless the Port provided a conditional notice of optional redemption and the conditions for the optional redemption set forth therein are not satisfied), the Underwritten Bonds to be redeemed shall become due and payable on the date fixed for redemption, and the Port shall transfer to the Registrar amounts that, in addition to other money, if any, held by the Registrar for such purpose, will be sufficient to redeem, on the date fixed for redemption, all of the Underwritten Bonds to be redeemed. If and to the extent that funds have been provided to the Registrar for the redemption of Underwritten Bonds, then from and after the date fixed for redemption for such Underwritten Bond or portion thereof, interest on each such Underwritten Bond shall cease to accrue and such Underwritten Bond or portion thereof shall cease to be outstanding.

(g) *Amendment of Notice Provisions.* The foregoing notice provisions of this section, including but not limited to the information to be included in redemption notices and the persons designated to receive notices, may be amended by additions, deletions and changes to maintain compliance with duly promulgated regulations and recommendations regarding notices of redemption of municipal securities.

(h) *Exchange of Underwritten Bonds.* Nothing herein shall prevent the Port from negotiating an exchange of a validly delivered Underwritten Bond by the owner thereof for a different validly delivered Port bond. Any such exchange shall be described in a subsequent authorizing resolution.

Section 5. Registration, Exchange and Payments.

(a) *Underwritten Bonds.* The terms of this Section 5(a) shall apply to any Underwritten Bonds unless otherwise provided for in the applicable Sale Document.

(1) *Registrar/Bond Register.* The Port hereby specifies and adopts the system of registration and transfer for the Underwritten Bonds approved by the Washington State Finance Committee, which uses the fiscal agent of the State, for the purposes of registering and authenticating the Underwritten Bonds, maintaining the Bond Register and effecting transfer of ownership of the Underwritten Bonds (the “Registrar”). The Registrar shall keep, or cause to be kept, at its principal corporate trust office, sufficient records for the registration and transfer of the Underwritten Bonds (the “Bond Register”), which shall be open to inspection by the Port. The Registrar may be removed at any time at the option of the Designated Port Representative upon prior notice to the Registrar, DTC (or its successor or alternate depository), each party entitled to receive notice pursuant to the Continuing Disclosure Undertaking and a successor Registrar appointed by the Designated Port Representative. No resignation or removal of the Registrar shall be effective until a successor shall have been appointed and until the successor Registrar shall have accepted the duties of the Registrar hereunder. The Registrar is authorized, on behalf of the Port, to authenticate and deliver Underwritten Bonds transferred or exchanged in accordance with the provisions of such Underwritten Bonds and this series resolution and to carry out all of the Registrar’s powers and duties under this series resolution. The Registrar shall

be responsible for its representations contained in the Certificate of Authentication for the Underwritten Bonds.

(2) *Registered Ownership.* Except as provided in the last sentence of Section 5(a)(3) or the Continuing Disclosure Undertaking authorized pursuant to Section 17 of this series resolution, the Port and the Registrar may deem and treat the Registered Owner of each Underwritten Bond as the absolute owner for all purposes, and neither the Port nor the Registrar shall be affected by any notice to the contrary. Payment of any such Underwritten Bond shall be made only as described in subsection (7) of this Section 5(a), but the transfer of such Underwritten Bond may be registered as herein provided. All such payments made as described in subsection (7) of this Section 5(a) shall be valid and shall satisfy the liability of the Port upon such Underwritten Bond to the extent of the amount or amounts so paid.

(3) *DTC Acceptance/Letter of Representations.* The Underwritten Bonds shall initially be held in fully immobilized form by DTC acting as depository. To induce DTC to accept the Underwritten Bonds as eligible for deposit at DTC, the Port has heretofore executed and delivered to DTC the Letter of Representations.

Neither the Port nor the Registrar will have any responsibility or obligation to DTC participants or the persons for whom they act as nominees with respect to the Underwritten Bonds for the accuracy of any records maintained by DTC (or any successor or alternate depository) or any DTC participant, the payment by DTC (or any successor or alternate depository) or any DTC participant of any amount in respect of the principal of or interest on Underwritten Bonds, any notice that is permitted or required to be given to Registered Owners under this series resolution (except such notices as shall be required to be given by the Port to the Registrar or, by the Registrar, to DTC or any successor or alternate depository), the selection by

DTC or by any DTC participant of any person to receive payment in the event of a partial redemption of the Underwritten Bonds, or any consent given or other action taken by DTC (or any successor or alternate depository) as the Registered Owner. So long as any Underwritten Bonds are held in fully immobilized form, DTC or its successor depository shall be deemed to be the owner and Registered Owner for all purposes, and all references in this series resolution to the Registered Owners shall mean DTC (or any successor or alternate depository) or its nominee and shall not mean the owners of any beneficial interest in any Underwritten Bonds. Notwithstanding the foregoing, if a Bond Insurance Policy is issued for any series or maturity of the Underwritten Bonds and so long as the Bond Insurer is not in default under its Bond Insurance Policy, the Bond Insurer shall be deemed to be the owner, Registered Owner, and holder of all bonds of that series or maturity for the purpose of granting consents and exercising voting rights with respect thereto and for any other purpose identified and specified in the Bond Insurance Commitment accepted by the Port as a condition of issuance of the Bond Insurance Policy.

(4) *Use of Depository.*

(A) The Underwritten Bonds shall be registered initially in the name of CEDE & Co., as nominee of DTC, with a single Underwritten Bond for each series and maturity having the same interest rate in a denomination equal to the total principal amount of such series and maturity. Registered ownership of such immobilized Underwritten Bonds, or any portions thereof, may not thereafter be transferred except (i) to any successor of DTC or its nominee, or to any other nominee requested by an authorized representative of DTC, provided that any such successor shall be qualified under any applicable laws to provide the service proposed to be provided by it; (ii) to any substitute depository appointed by the Port pursuant to

subparagraph (B) below or such substitute depository's successor or nominee; or (iii) to any person as provided in subparagraph (D) below.

(B) Upon the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository or a determination by the Port to discontinue the system of book entry transfers through DTC or its successor (or any substitute depository or its successor), the Port may appoint a substitute depository. Any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it.

(C) In the case of any transfer pursuant to clause (i) or (ii) of subparagraph (A) above, the Registrar shall, upon receipt of all outstanding Underwritten Bonds, together with a written request on behalf of the Port, issue a single new Underwritten Bond for each series and maturity then outstanding, registered in the name of such successor or substitute depository, or its nominee, all as specified in such written request of the Port.

(D) In the event that (i) DTC or its successor (or substitute depository or its successor) resigns from its functions as depository, and no substitute depository can be obtained, or (ii) the Port determines that it is in the best interest of the Beneficial Owners of the Underwritten Bonds of any series that the Underwritten Bonds of that series be provided in certificated form, the ownership of such Underwritten Bonds may then be transferred to any person or entity as herein provided, and shall no longer be held in fully immobilized form. The Port shall deliver a written request to the Registrar, together with a supply of definitive Underwritten Bonds of the appropriate series and maturities in certificated form, to issue Underwritten Bonds in any authorized denominations. Upon receipt by the Registrar of all then outstanding Underwritten Bonds of the appropriate series, together with a written request on

behalf of the Port to the Registrar, new Underwritten Bonds of such series shall be issued in the appropriate denominations and registered in the names of such persons as are provided in such written request.

(5) *Registration of the Transfer of Ownership or the Exchange of Underwritten Bonds; Change in Denominations.* The transfer of any Underwritten Bond may be registered and any Underwritten Bond may be exchanged, but no transfer of any Underwritten Bond shall be valid unless the Underwritten Bond is surrendered to the Registrar with the assignment form appearing on such Underwritten Bond duly executed by the Registered Owner or such Registered Owner's duly authorized agent in a manner satisfactory to the Registrar. Upon such surrender, the Registrar shall cancel the surrendered Underwritten Bond, and, in exchange for such surrendered and canceled Underwritten Bond, the Registrar shall authenticate and deliver, without charge to the Registered Owner or transferee, a new Underwritten Bond (or Underwritten Bonds at the option of the Registered Owner) of the same date, series, maturity and interest rate and for the same aggregate principal amount in any authorized denomination as the surrendered Underwritten Bond, and naming as Registered Owner the person or persons listed as the assignee on the assignment form appearing on the surrendered Underwritten Bond. Any Underwritten Bond may be surrendered to the Registrar, together with the assignment form appearing on such Underwritten Bond duly executed, and exchanged, without charge, for an equal aggregate principal amount of Underwritten Bonds of the same date, series, maturity and interest rate, in any authorized denomination. The Registrar shall not be obligated to register the transfer or exchange of any Underwritten Bond during a period beginning at the opening of business on the Record Date with respect to an interest payment date and ending at the close of business on such interest payment date, or, in the case of any proposed redemption of the

Underwritten Bonds, after the mailing of notice of the call for redemption of such Underwritten Bonds.

(6) *Registrar's Ownership of Underwritten Bonds.* The Registrar may become the Registered Owner of any Underwritten Bond with the same rights it would have if it were not the Registrar, and to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as member of, or in any other capacity with respect to, any committee formed to protect the rights of the Registered Owners of the Underwritten Bonds.

(7) *Place and Medium of Payment.* The principal of, premium, if any, and interest on the Underwritten Bonds shall be payable in lawful money of the United States of America. Interest on the Underwritten Bonds shall be calculated on the basis of a 360-day year and twelve 30-day months. For so long as all Underwritten Bonds are in fully immobilized form with DTC, payments of principal, premium, if any, and interest shall be made as provided to the parties entitled to receive payment as of each Record Date in accordance with the operational arrangements of DTC described in the Letter of Representations. In the event that the Underwritten Bonds are no longer in fully immobilized form with DTC (or its successor or alternate depository), interest on the Underwritten Bonds shall be paid by check mailed to the Registered Owners at the addresses for such Registered Owners appearing on the Bond Register as of the Record Date, and principal and premium, if any, of the Underwritten Bonds shall be payable by check upon presentation and surrender of such Underwritten Bonds by the Registered Owners at the principal office of the Registrar; provided, however, that if so requested in writing prior to the opening of business on the Record Date by the Registered Owner of at least \$1,000,000 aggregate principal amount of Underwritten Bonds of a series, interest on such

Underwritten Bonds will be paid thereafter by wire transfer on the date due to an account with a bank located within the United States.

(b) *Direct Purchase Bonds.* The terms of this Section 5(b) shall apply to any Direct Purchase Bonds unless otherwise provided for in the applicable Sale Document.

(1) Bond Registrar. Except as otherwise provided in the Sale Document, the fiscal agent of the State shall act as Bond Registrar for any Direct Purchase Bonds. The Bond Registrar is authorized, on behalf of the Port, to authenticate and deliver the Direct Purchase Bonds if transferred or exchanged in accordance with the provisions of the Direct Purchase Bonds and this resolution and to carry out all of the Bond Registrar's powers and duties under this resolution with respect to Direct Purchase Bonds.

(2) Registered Ownership. The Port and the Bond Registrar may deem and treat the Registered Owner of any Direct Purchase Bond as the absolute owner for all purposes, and neither the Port nor the Bond Registrar shall be affected by any notice to the contrary.

(3) Transfer or Exchange of Registered Ownership. Direct Purchase Bonds shall not be transferrable without the consent of the Port unless (i) the Direct Purchaser's corporate name is changed and the transfer is necessary to reflect such change, (ii) the transferee is a successor in interest of the Direct Purchaser by means of a corporate merger, an exchange of stock, or a sale of assets, or (iii) such transfer satisfies requirements set forth in the Sale Document relating to such Direct Purchase Bonds.

(4) Place and Medium of Payment. Both principal of and interest on Direct Purchase Bonds shall be payable in lawful money of the United States of America. Interest on Direct Purchase Bonds shall be calculated as provided in the applicable Sale Document relating to such Direct Purchase Bonds. Principal and interest on Direct Purchase Bonds shall be payable

by check, warrant, ACH transfer or by other means mutually acceptable to the Direct Purchaser and the Port.

Section 6. Series 2026 First Lien Bond Fund.

(a) *Series 2026 First Lien Bond Fund.* A special fund of the Port designated the “Port of Seattle First Lien Revenue Bond Fund, Series 2026” (the “Series 2026 First Lien Bond Fund”) is hereby authorized to be created in the office of the Treasurer for the purpose of paying and securing the payment of the Series 2026 First Lien Bonds. The Series 2026 First Lien Bond Fund shall be held separate and apart from all other funds and accounts of the Port and shall be a trust fund for the owners of the Series 2026 First Lien Bonds.

The Series 2026 First Lien Bonds shall not be Covered Bonds secured by the Common Reserve Fund maintained pursuant to the Master Resolution. The Series 2026 First Lien Bonds shall be obligations only of the Series 2026 First Lien Bond Fund and shall be payable and secured as provided herein. The Series 2026 First Lien Bonds do not constitute an indebtedness of the Port within the meaning of the constitutional and statutory provisions and limitations of the laws of the State.

(b) *Pledge and Lien.* The Port hereby irrevocably obligates and binds itself for so long as any Series 2026 First Lien Bonds remain Outstanding to set aside and pay into the Series 2026 First Lien Bond Fund from Net Revenues or money in the Revenue Fund, on or prior to the respective dates on which the same become due:

(1) such amounts as are required to pay the interest scheduled to become due and redemption premium, if any, on Outstanding Series 2026 First Lien Bonds; and

(2) such amounts as are required to pay maturing principal or principal being redeemed of Outstanding Series 2026 First Lien Bonds.

The Port does hereby pledge and bind itself to set aside from Net Revenues, and to pay into the Series 2026 First Lien Bond Fund the various amounts required herein to be paid into and maintained in said funds, all within the times provided herein. Said amounts so pledged to be paid into the Series 2026 First Lien Bond Fund are hereby declared to be a prior lien and charge upon Gross Revenues superior to all other charges of any kind or nature whatsoever, except for Operating Expenses and except that the amounts so pledged are of equal lien to the lien and charge thereon of the Outstanding Parity Bonds, and to any lien and charge thereon which may hereafter be made to pay and secure the payment of the principal of, premium, if any, and interest on any Future Parity Bonds.

(c) *Use of Excess Money.* Money in the Series 2026 First Lien Bond Fund not needed to pay the interest or principal and interest next coming due on any Outstanding Series 2026 First Lien Bonds or to maintain required reserves therefor may be used to purchase or redeem and retire Series 2026 First Lien Bonds within the limitations provided herein, subject to the further limitations set forth in the Federal Tax Certificate, and in Section 2 of the Master Resolution. Money in the Series 2026 First Lien Bond Fund, and money in the Revenue Fund of the Port may be invested in any investments legal for port districts and, with respect to the Series 2026 First Lien Bond Fund, subject to the further limitations set forth in the Federal Tax Certificate.

Section 7. Defeasance. Except as otherwise set forth in the Sale Document, the Series 2026 First Lien Bonds shall be subject to defeasance as follows. In the event that money and/or noncallable Government Obligations maturing or having guaranteed redemption prices at the option of the owner thereof at such time or times and bearing interest to be earned thereon in amounts (together with such money, if any) sufficient to redeem and retire part or all of the

Series 2026 First Lien Bonds in accordance with their terms, are hereafter irrevocably delivered to the Registrar for payment of such Series 2026 First Lien Bonds or set aside in a special account and pledged to effect such redemption and retirement, and, if the Series 2026 First Lien Bonds (or portion thereof) of such series are to be redeemed prior to maturity, irrevocable notice, or irrevocable instructions to give notice of such redemption has been delivered to the Registrar, then no further payments need be made into the Series 2026 First Lien Bond Fund or any account therein for the payment of the principal of, premium, if any, and interest on such Series 2026 First Lien Bonds (or portion thereof) so provided for and the Series 2026 First Lien Bonds shall then cease to be entitled to any lien, benefit or security of the Master Resolution or this series resolution, except the right to receive the funds so set aside and pledged and such notices of redemption, if any, and such Series 2026 First Lien Bonds (or portion thereof) shall no longer be deemed to be Outstanding hereunder, under the Master Resolution or under any resolution authorizing the issuance of bonds or other indebtedness of the Port.

The Port shall provide notice of defeasance of any Series 2026 First Lien Bonds to the Registered Owners of the Series 2026 First Lien Bonds being defeased, to the Bond Insurer, if any, and to each party entitled to receive notice under the Continuing Disclosure Undertaking authorized pursuant to Section 17 of this series resolution.

Section 8. Refunding Procedures.

(a) *Application of Series 2026 First Lien Bond Proceeds.* The net proceeds of the Series 2026 First Lien Bonds, exclusive of the Underwriters' discount and any amounts that may be designated by the Designated Port Representative in a closing certificate to be allocated to pay costs of issuance or any Bond Insurance Policy premium , together with other available funds of the Port in the amount specified by the Designated Port Representative, shall be applied

immediately upon receipt thereof to pay and redeem the Refunded Bonds or shall be deposited at the direction of the Treasurer with the Escrow Agent, if the Designated Port Representative has determined that an escrow is necessary or desirable to effect the defeasance of all or a portion of the Refunded Bonds. Any amount released from the Common Reserve Fund as a result of the refunding of the Refunded Bonds shall be applied to pay and redeem the Refunded Bonds or as otherwise directed by the Designated Port Representative.

(b) *Defeasance of Refunded Bonds.* Subject to and in accordance with the resolutions authorizing the issuance of the Refunded Bonds, the net proceeds of the Series 2026 First Lien Bonds so deposited shall be applied immediately upon receipt thereof to pay and redeem the Refunded Bonds or to purchase the Government Obligations specified by the Designated Port Representative (the “Acquired Obligations”) and to maintain such necessary beginning cash balance to defease the Refunded Bonds and to discharge the other obligations of the Port relating thereto under the resolutions authorizing their issuance, by providing for the payment of the interest on the Refunded Bonds to the dates fixed for redemption and the redemption price (the principal amount plus any premium required) on the redemption dates for the Refunded Bonds. Subject to compliance with all conditions set forth in the respective resolutions authorizing the issuance of the Refunded Bonds, when the final transfers have been made for the payment of such redemption price and interest on the Refunded Bonds, any balance then remaining shall be transferred to the account designated by the Port and used for the purposes specified by the Designated Port Representative.

(c) *Acquired Obligations.* The Acquired Obligations, if any, shall be payable in such amounts and at such times that, together with any necessary beginning cash balance, will be sufficient to provide for the payment of the interest on the Refunded Bonds as such becomes due

on and before the dates fixed for redemption of the Refunded Bonds, and the price of redemption of the Refunded Bonds on the dates fixed for redemption of the Refunded Bonds.

(d) *Authorizing Appointment of Escrow Agent and Verification Agent.* The Commission hereby authorizes and directs the Designated Port Representative (if the Designated Port Representative determines that an escrow would be necessary or desirable to effect the defeasance of all or a portion of the Refunded Bonds) to select a financial institution to act as the escrow agent for all or a portion of the Refunded Bonds and also to select a verification agent for some or all of the Refunded Bonds.

Section 9. Redemption of Refunded Bonds. The Commission hereby calls the Refunded Bonds for redemption on the redemption dates specified by the Designated Port Representative in accordance with the provisions of the resolutions authorizing the issuance, redemption and retirement of the Refunded Bonds, respectively, prior to their fixed maturities.

The Designated Port Representative may cause to be disseminated a conditional notice of redemption prior to the closing and delivery of the Series 2026 First Lien Bonds and if a notice of redemption has been disseminated, such notice may be revoked at the option of the Designated Port Representative.

Said defeasance and call for redemption of the Refunded Bonds shall be irrevocable after the closing and delivery of the Series 2026 First Lien Bonds.

If so appointed, the Escrow Agent shall be authorized and directed to provide for the giving of irrevocable notice of the redemption of those Refunded Bonds designated in the Escrow Agreement in accordance with the terms of the resolutions authorizing the issuance of such Refunded Bonds and as described in the Escrow Agreement, if any. The Treasurer is authorized and directed to provide whatever assistance is necessary to accomplish such

redemption and the giving of irrevocable notice therefor. The costs of mailing of such notice shall be an expense of the Port.

The Port, or the Escrow Agent on behalf of the Port, shall be authorized and directed to pay to the fiscal agent of the State, sums sufficient to pay, when due, the payments specified in Section 8(c) of this series resolution. All such sums shall be paid from the moneys and the Acquired Obligations pursuant to the previous section of this series resolution, and the income therefrom and proceeds thereof.

If an Escrow Agent is appointed, the Port will ascertain that all necessary and proper fees, compensation and expenses of the Escrow Agent for the Refunded Bonds shall be paid when due. If an Escrow Agent is appointed, the Designated Port Representative is authorized and directed to execute and deliver the Escrow Agreement to the Escrow Agent when the provisions thereof have been fixed and determined for closing and delivery of the Series 2026 First Lien Bonds. The Escrow Agreement, if any, shall be in form and substance satisfactory to the Designated Port Representative and the Escrow Agent.

Section 10. Tax Covenants. The Port will take all actions necessary to assure the exclusion of interest on the Series 2026 First Lien Bonds from the gross income of the Owners of the Series 2026 First Lien Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Series 2026 First Lien Bonds, including but not limited to the following:

(a) *Federal Guarantee Prohibition.* The Port will not take any action or permit or suffer any action to be taken if the result of such action would be to cause any of the Series 2026 First Lien Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

(b) *Rebate Requirement.* The Port will take any and all actions necessary to assure compliance with Section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Series 2026 First Lien Bonds.

(c) *No Arbitrage.* The Port will not take, or permit or suffer to be taken, any action with respect to the proceeds of the Series 2026 First Lien Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Series 2026 First Lien Bonds would have caused the Series 2026 First Lien Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code.

(d) *Registration Covenant.* The Port will maintain a system for recording the ownership of each Series 2026 First Lien Bond that complies with the provisions of Section 149 of the Code until all Series 2026 First Lien Bonds have been surrendered and canceled.

(e) *Record Retention.* The Port will retain its records of all accounting and monitoring it carries out with respect to the Series 2026 First Lien Bonds for at least three years after the Series 2026 First Lien Bonds mature or are redeemed (whichever is earlier); however, if the Series 2026 First Lien Bonds are redeemed and refunded, the Port will retain its records of accounting and monitoring at least three years after the earlier of the maturity or redemption of the obligations that refunded the Series 2026 First Lien Bonds.

(f) *Compliance with Tax Certificate.* The Port will comply with the provisions of the Federal Tax Certificate with respect to the Series 2026 First Lien Bonds, which are incorporated herein as if fully set forth herein. In the event of any conflict between this section and the Federal Tax Certificate, the provisions of the Federal Tax Certificate will prevail.

(g) *Governmental Bonds.* All or a portion of the Series 2026 First Lien Bonds may be issued as “Governmental Bonds” subject to the private use restrictions of Section 141 of the Code. The Port makes the following covenants with respect to the Governmental Bonds.

(1) The Port will assure that the Governmental Bond proceeds are not so used as to cause the Governmental Bonds to satisfy the private business tests of Section 141(b) of the Code or the private loan financing test of Section 141(c) of the Code.

(2) The Port will not sell or otherwise transfer or dispose of (i) any personal property components of any projects financed or refinanced with the proceeds of the Series 2026 First Lien Bonds other than in the ordinary course of an established government program under Treasury Regulation § 1.141-2(d)(4) or (ii) any real property components of any projects financed or refinanced with the proceeds of the Series 2026 First Lien Bonds, unless it has received an opinion of nationally recognized bond counsel to the effect that such disposition will not adversely affect the treatment of interest on the Series 2026 First Lien Bonds as excludable from gross income for federal income tax purposes.

(h) *Exempt Facility Bonds.* All or a portion of the Series 2026 First Lien Bonds may be issued as “Exempt Facility Bonds” or “AMT Bonds” meeting the requirements of Section 142 of the Code. The Port makes the following covenants with respect to the AMT Bonds.

(1) At least 95% of the net proceeds of the AMT Bonds will be expended to pay capital expenditures of an airport owned by a governmental unit, including storage and training facilities and certain functionally related and subordinate facilities, all within the meaning of Section 142 of the Code.

(2) No net proceeds of the AMT Bonds will be used to finance the acquisition of any property (or an interest therein) unless (1) the first use of such property was pursuant to

such acquisition or (2) the applicable rehabilitation exception contained in section 147(d)(2) of the Code with respect to such property was met.

(3) Less than 25 percent of the net proceeds of the AMT Bonds will be used to refinance the acquisition of land unless such land was acquired for use or future use as an airport, dock or wharf, and there is no other significant use of the land, pursuant to section 147(c)(3) of the Code.

(4) No portion of the AMT Bond proceeds will be used to refinance any of the following: an airplane, a skybox or other private luxury box, a health club facility, a facility primarily used for gambling, or a store the principal business of which is the sale of alcoholic beverages for consumption off premises.

(5) Not more than two percent of the AMT Bond proceeds will be used to pay costs of issuance.

Certain covenants of this section will survive payment in full or defeasance of the Series 2026 First Lien Bonds.

Section 11. Lost, Stolen, or Destroyed Series 2026 First Lien Bonds. In case any Series 2026 First Lien Bond shall be lost, stolen, or destroyed, the Registrar may execute and deliver a new Series 2026 First Lien Bond of like series, maturity, date, number and tenor to the Registered Owner thereof upon the owner's paying the expenses and charges of the Port in connection therewith and upon their filing with the Port evidence satisfactory to the Port that such Series 2026 First Lien Bond was actually lost, stolen or destroyed and of their ownership thereof, and upon furnishing the Port and the Registrar with indemnity satisfactory to both.

Section 12. Form of Series 2026 First Lien Bonds. The Series 2026 First Lien Bonds shall be in substantially the form set forth in Exhibit B, attached hereto and incorporated herein by this reference. In the event any Series 2026 First Lien Bonds are no longer in fully immobilized form, the form of such Series 2026 First Lien Bonds may be modified to conform to printing requirements and the terms of this series resolution.

Section 13. Execution. The Series 2026 First Lien Bonds shall be executed on behalf of the Port with the manual or facsimile signature of the President of its Commission, shall be attested by the manual or facsimile signature of the Secretary thereof and shall have the seal of the Port impressed or a facsimile thereof imprinted or otherwise reproduced thereon. In case either of the officers of the Port who shall have executed the Series 2026 First Lien Bonds shall cease to be such officer or officers of the Port before the Series 2026 First Lien Bonds so signed shall have been authenticated or delivered by the Registrar, or issued by the Port, such Series 2026 First Lien Bonds may nevertheless be authenticated, delivered and issued, and upon such authentication, delivery and issuance, shall be as binding upon the Port as though those who signed the same had continued to be such officers of the Port. Any Series 2026 First Lien Bond may also be signed and attested on behalf of the Port by such persons as at the actual date of execution of such Series 2026 First Lien Bond shall be the proper officers of the Port although at the original date of such Series 2026 First Lien Bond any such person shall not have been such officer.

Only such Series 2026 First Lien Bonds as shall bear thereon a Certificate of Authentication in the form hereinbefore recited, manually executed by the Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this series resolution. Such Certificate of Authentication shall be conclusive evidence that the Series 2026 First Lien Bonds

so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this series resolution.

Section 14. Additional Covenant; Defaults and Remedies.

(a) *Disposal of Income Properties.* In the event of voluntary or involuntary sale, lease, or other conveyance, transfer or disposal of all or substantially all of the marine and aviation properties, assets or facilities, the Port shall require that contemporaneously with such disposition, there shall be paid into a special fund a sum which shall be sufficient to defease all Series 2026 First Lien Bonds then Outstanding; provided, however, that such defeasance will not be required so long as the Port maintains primary responsibility for the management and operation of the affected facilities and provided further that all Gross Revenue from such facilities continues to be pledged to all Series 2026 First Lien Bonds then Outstanding.

(b) *Defaults and Remedies.* The Port hereby finds and determines that the failure or refusal of the Port or any of its officers to perform the covenants and obligations of this series resolution will endanger the operation of the Facilities and the application of Gross Revenue and such other moneys, funds and securities to the purposes herein set forth. Any one or more of the following shall constitute a Default under this series resolution:

(1) The Port shall fail to make payment of the principal of any Series 2026 First Lien Bond when the same shall become due and payable whether by maturity or scheduled redemption prior to maturity; or

(2) The Port shall fail to make payments of any installment of interest on any Series 2026 First Lien Bond when the same shall become due and payable; or

(3) The Port shall default in the observance or performance of any other covenants other than conditions, or agreements on the part of the Port contained in Section 16 of this series resolution, and such default shall have continued for a period of 90 days.

In determining whether a payment default has occurred or whether a payment on the Series 2026 First Lien Bonds has been made under this series resolution, no effect shall be given to payments made under the Bond Insurance Policy, if any. Upon the occurrence and continuation of any Default, the Registered Owners of the Series 2026 First Lien Bonds shall be entitled to exercise the remedies specified in Section 21 of the Master Resolution; but only with respect to the Series 2026 First Lien Bonds.

Section 15. Sale of Series 2026 First Lien Bonds.

(a) *Series 2026 First Lien Bond Sale.* The Series 2026 First Lien Bonds shall be sold to the Underwriters in one or more series pursuant to the terms of the applicable Sale Document(s). The Designated Port Representative is hereby authorized to negotiate terms for the purchase of the Series 2026 First Lien Bonds and to execute one or more Sale Documents, with such terms (including the designation of the Refunded Bonds) as are approved by the Executive Director pursuant to this section and consistent with this series resolution and the Master Resolution. The Commission has determined that it is in the best interest of the Port to delegate to the Executive Director for a limited time the authority to designate some or all of the Refunding Candidates as Refunded Bonds, to approve the number of series of Series 2026 First Lien Bonds, and to approve the method of sale, date of sale, interest rates, maturity dates, aggregate principal amount, principal maturities, and redemption terms for each series of the Series 2026 First Lien Bonds.

(b) *Sale Parameters.* The Executive Director is hereby authorized to designate some or all of the Refunding Candidates as Refunded Bonds, to approve the number of series of Series 2026 First Lien Bonds, and to approve the method of sale, date of sale, interest rates, maturity dates, aggregate principal amount, principal maturities, and redemption terms for each series of the Series 2026 First Lien Bonds in the manner provided herein so long as:

(1) the aggregate principal amount of the Series 2026 First Lien Bonds does not exceed \$70,000,000;

(2) the true interest cost for the Series 2026 First Lien Bonds does not exceed 4.5% per annum; and

(3) the Series 2026 First Lien Bonds conform to all other terms of this series resolution and the Master Resolution.

(c) *Sale Document.* Subject to the terms and conditions set forth in this section, the Designated Port Representative is hereby authorized to execute the final form of the Sale Document for each series of Series 2026 First Lien Bonds, upon the Executive Director's approval of the Refunded Bonds, tax status of each series, number of series, method of sale, date of sale, interest rates, maturity dates, aggregate principal amount, principal maturities, and redemption terms set forth therein. Following the execution of such a Sale Document, the Executive Director or Designated Port Representative shall provide a report to the Commission, describing the final terms of the Series 2026 First Lien Bonds approved pursuant to the authority delegated in this section. The authority granted to the Designated Port Representative and the Executive Director by this section shall expire on June 23, 2027. If a Sale Document for the Series 2026 First Lien Bonds of a series has not been executed by June 23, 2027, the authorization for the issuance of the Series 2026 First Lien Bonds of such series shall be

rescinded, and the Series 2026 First Lien Bonds shall not be issued nor their sale approved unless the Series 2026 First Lien Bonds shall have been reauthorized by resolution of the Commission. The resolution reauthorizing the issuance and sale of the Series 2026 First Lien Bonds may be in the form of a new series resolution repealing this series resolution in whole or in part (only with respect to the Series 2026 First Lien Bonds not issued) or may be in the form of an amendatory resolution approving a Sale Document or extending or establishing new terms and conditions for the authority delegated under this section.

(d) *Delivery of the Series 2026 First Lien Bonds.* Upon the adoption of this series resolution, the Designated Port Representative and other Port officials, agents and representatives are hereby authorized and directed to do everything necessary for the prompt issuance, execution and delivery of the Series 2026 First Lien Bonds to the Underwriters or Direct Purchaser, as applicable, including the execution of all closing certificates and documents required to effect the closing and delivery of the Series 2026 First Lien Bonds in accordance with the terms of the Sale Document, and for the proper application and use of the proceeds of sale of the Series 2026 First Lien Bonds. In furtherance of the foregoing, the Designated Port Representative is authorized to approve and enter into agreements for the payment of costs of issuance, including Underwriters' discount, the fees and expenses specified in the Sale Document, including fees and expenses of the Underwriters or Direct Purchaser and other retained services, including Bond Counsel, disclosure counsel, rating agencies, fiscal agent, escrow agent verification agent, financial advisory services, independent consultant, and other expenses customarily incurred in connection with the issuance and sale of bonds.

(e) *Preliminary and Final Official Statements.* The Designated Port Representative is authorized to ratify, execute, deliver and approve for purposes of the Rule, on behalf of the Port,

the final official statement(s), to approve, deem final and deliver any preliminary official statement, and to approve any supplement thereto relating to the issuance and sale of Underwritten Bonds and the distribution of Underwritten Bonds pursuant thereto with such changes, if any, as may be deemed by them to be appropriate

Section 16. Compliance with Parity Conditions. The Commission hereby finds and determines as required by Section 5 of the Master Resolution, as follows:

First: The Port is not and has not been in default of its covenant under Section 7 of the Master Resolution for the immediately preceding fiscal year (2025); and

Second: The Commission has been assured that prior to the issuance and delivery of the Series 2026 First Lien Bonds, the Port will meet the conditions set forth in Section 6 of the Master Resolution and/or will deliver a certificate (prepared as prescribed by the Master Resolution) demonstrating fulfillment of the Coverage Requirement, commencing on the first full fiscal year following the earlier of (1) the Date of Commercial Operation of the Facilities to be financed with the proceeds of the Series 2026 First Lien Bonds as reasonably estimated by the Port or (2) the date on which any portion of interest on the Series 2026 First Lien Bonds will not be paid from the proceeds thereof and for the following two fiscal years.

The limitations contained in the conditions provided in Section 5 of the Master Resolution having been complied with, the payments required herein to be made out of the Net Revenues to pay and secure the payment of the principal of, premium, if any, and interest on the Series 2026 First Lien Bonds shall constitute a lien and charge upon such Net Revenues equal in rank to the lien and charge thereon of the Outstanding Parity Bonds.

Section 17. Undertaking to Provide Ongoing Disclosure. The Designated Port Representative is authorized to, in their discretion, execute and deliver a Continuing Disclosure

Undertaking providing for an undertaking by the Port to assist the Underwriters in complying with the Rule.

Section 18. Bond Insurance. The payments of the principal of and interest on one or more series, or principal maturities within one or more series, of the Series 2026 First Lien Bonds may be insured by the issuance of the Bond Insurance Policy. The Designated Port Representative may solicit proposals from municipal bond insurance companies, and the Designated Port Representative, in consultation with the Port's financial advisor, is hereby authorized to select the proposal that is deemed to be the most cost effective and further to execute the Bond Insurance Commitment with the Bond Insurer, which may include such covenants and conditions as shall be approved by the Designated Port Representative.

Section 19. Resolution and Laws a Contract with the Series 2026 First Lien Bond Owners. This series resolution is adopted under the authority of and in full compliance with the Constitution and laws of the State. In consideration of the purchase and ownership of the Series 2026 First Lien Bonds, the provisions of this series resolution and of said laws shall constitute a contract with the owners of the Series 2026 First Lien Bonds, and the obligations of the Port and its Commission under said laws and under this series resolution shall be enforceable by any court of competent jurisdiction; and the covenants and agreements herein and in the Series 2026 First Lien Bonds set forth shall be for the equal benefit of the owners of the Series 2026 First Lien Bonds.

Section 20. Severability. If any one or more of the covenants or agreements provided in this series resolution to be performed on the part of the Port shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants

and agreements in this series resolution and shall in no way affect the validity of the other provisions of this series resolution or of any Parity Bonds.

Section 21. Effective Date. This series resolution shall be effective immediately upon its adoption.

ADOPTED by the Port Commission of the Port of Seattle at a duly noticed meeting thereof, held this 23rd day of June, 2026, and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof.

PORT OF SEATTLE

Commissioners

EXHIBIT A

REFUNDING CANDIDATES

Port of Seattle First Lien Revenue Refunding Bonds, Series 2016B (AMT)⁽¹⁾

<u>Maturity Dates (October 1)</u>	<u>Principal Amounts</u>	<u>Interest Rates</u>
2026	\$ 9,295,000	5.00%
2027	9,755,000	5.00
2028	10,245,000	5.00
2029	10,760,000	5.00
2030	11,295,000	5.00
2031	11,860,000	5.00
2032	12,450,000	5.00

⁽¹⁾ Callable at any time on and after April 1, 2026, in whole or in part on any date, with maturities to be selected by the Port, at a redemption price equal to 100% of the principal amount thereof, plus interest accrued to the date fixed for redemption.

EXHIBIT B

FORM OF BOND

[DTC LEGEND] [TRANSFER RESTRICTIONS]

UNITED STATES OF AMERICA

NO. _____

\$ _____

STATE OF WASHINGTON

PORT OF SEATTLE

FIRST LIEN REVENUE REFUNDING BOND, SERIES 2026 (AMT)

Maturity Date: _____, _____

[CUSIP No.] _____

Interest Rate:

Registered Owner:

Principal Amount:

[THE PORT OF SEATTLE, a municipal corporation organized and existing under and by virtue of the laws of the State of Washington (the “Port”), promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, solely from the special fund of the Port known as the “Port of Seattle First Lien Revenue Bond Fund, Series 2026” (the “Series 2026 First Lien Bond Fund”) created by Resolution No. 3850 (together with Resolution No. 3059, as amended, and as amended and restated by Resolution No. 3577, the “Bond Resolution”) the Principal Amount indicated above and to pay interest thereon from the Series 2026 First Lien Bond Fund from the date of initial delivery, or the most recent date to which interest has been paid or duly provided for or until payment of this bond at the Interest Rate set forth above. Principal of and accrued interest on this bond shall be payable in lawful money of the United States of America on the dates set forth in the payment schedule attached hereto.] [THE PORT OF SEATTLE, a municipal corporation organized and existing under and by virtue of the laws of the State of Washington (the “Port”), promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, solely from the special fund of the Port known as the “Port of Seattle First Lien Revenue Bond Fund, Series 2026” (the “Series 2026 First Lien Bond Fund”) created by Resolution No. 3850 (together with Resolution No. 3059, as amended, and as amended and restated by Resolution No. 3577, the “Bond Resolution”) the Principal Amount indicated above and to pay interest thereon from the Series 2026 First Lien Bond Fund from the date of initial delivery, or the most recent date to which interest has been paid or duly provided for or until payment of this bond at the Interest Rate set forth above, payable semiannually on the first days of each _____ and _____ beginning on _____. The principal of, premium, if any, and interest on this bond are payable in lawful money of the United States of America. The principal, premium, if any, and interest shall be paid as provided in the Blanket Issuer Letter of Representations (the “Letter of Representations”) by the Port to The Depository Trust Company (“DTC”). The Treasurer of the Port has appointed the fiscal agent for the State of Washington as the initial registrar, authenticating and paying agent for the bonds of this series.]

This bond is one of a series of bonds of the Port in the aggregate principal amount of \$ _____, and is issued pursuant to the Bond Resolution to refund certain outstanding revenue bonds. [Simultaneously herewith, the Port is issuing its Intermediate Lien Revenue Refunding Bonds, Series 2026[A][B][C][D] [(Non-AMT)][(Private Activity - Non-AMT)][(Private Activity - AMT)][(Taxable)] in the principal amount of \$ _____.] Capitalized terms used and not specifically defined in this bond have the meanings given such terms in the Bond Resolution.

The bonds of this issue maturing on and prior to _____ are not subject to redemption in advance of their scheduled maturity. The bonds of this issue maturing on and after _____ are subject to redemption at the option of the Port on and after _____ in whole or in part on any date, and if in part, with maturities to be selected by the Port at the price of 100% of the principal amount thereof plus accrued interest to the date fixed for redemption.

The bonds of this series are private activity bonds. The bonds of this series are not “qualified tax-exempt obligations” eligible for investment by financial institutions within the meaning of Section 265(b) of the Internal Revenue Code of 1986, as amended.

So long as this bond is held by DTC or its nominee, the manner of selection of bonds of this issue within a maturity for redemption and transfer of bonds and the provision of notice of redemption shall be governed by the Letter of Representations and DTC’s operational arrangements. Except as provided in the Bond Resolution, the Port and Registrar shall deem the person in whose name this bond is registered to be the absolute owner hereof for the purpose of receiving payment of the principal of, premium, if any, and interest on the bond and for any and all other purposes whatsoever.

The Port hereby covenants and agrees with the owner and holder of this bond that it will keep and perform all the covenants of this bond and the Bond Resolution.

The Port does hereby pledge and bind itself to set aside from Gross Revenue after payment of Operating Expenses, and to pay into the Series 2026 First Lien Bond Fund the various amounts required by the Bond Resolution to be paid into and maintained in such Funds, all within the times provided by said Bond Resolution. Said amounts so pledged to be paid out of Gross Revenue into the Series 2026 First Lien Bond Fund are hereby declared to be a first and prior lien and charge upon the Gross Revenue, subject to payment of the Operating Expenses of the Port and equal in rank to the lien and charge upon such Gross Revenue of the amounts required to pay and secure the payment of the Outstanding Parity Bonds, the Series 2026 First Lien Bonds and any revenue bonds of the Port hereafter issued on a parity with the bonds of this issue.

The Port has further bound itself to maintain all of its properties and facilities that contribute in some measure to such Gross Revenue in good repair, working order and condition, to operate the same in an efficient manner and at a reasonable cost, to establish, maintain and collect rentals, tariffs, rates, fees, and charges in the operation of all of its businesses for as long as any bonds of this issue are outstanding that will make available, for the payment of the

principal thereof and interest thereon as the same shall become due, Net Revenues (as the same are defined in the Bond Resolution) in an amount equal to or greater than the Rate Covenant defined in the Master Resolution.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication hereon shall have been manually signed by or on behalf of the Registrar.

It is hereby certified and declared that this bond and the bonds of this issue are issued pursuant to and in strict compliance with the Constitution and laws of the State of Washington and resolutions of the Port and that all acts, conditions and things required to be done precedent to and in the issuance of this bond have happened, been done and performed.

IN WITNESS WHEREOF, the Port of Seattle has caused this bond to be executed by the manual or facsimile signatures of the President and Secretary of the Port Commission, and the corporate seal of the Port to be impressed or a facsimile thereof imprinted or otherwise reproduced hereon as of the ____ day of _____, 2026.

PORT OF SEATTLE

By _____/s/_____
President, Port Commission

(SEAL)

ATTEST:

_____/s/_____
Secretary, Port Commission

[FOR UNDERWRITTEN BONDS]

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

This bond is one of the bonds described in the within mentioned Bond Resolution and is one of the Revenue Refunding Bonds, Series 2026 (AMT) of the Port of Seattle, dated _____, 2026.

WASHINGTON STATE FISCAL AGENT, as Registrar

By _____
Authorized Signer

[FOR DIRECT PURCHASE BONDS]

REGISTRATION CERTIFICATE

This bond is registered in the name of the Registered Owner on the books of the Port of Seattle, in the office of the _____ (the "Bond Registrar"), as to both principal and interest, as noted in the registration blank below. All payments of principal of and interest on this bond shall be made by the Port of Seattle as provided in the Bond Resolution.

Date of Registration	Name and Address of Registered Owner	Signature of Bond Registrar
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_____, 2026

PAYMENT SCHEDULE

Principal and interest on this bond shall be payable as set forth in the following schedule:

Date	Principal	Interest	Total Payment
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CERTIFICATE

I, the undersigned, Secretary of the Port Commission (the “Commission”) of the Port of Seattle (the “Port”), DO HEREBY CERTIFY:

1. That the attached Resolution No. 3850 (the “Resolution”), is a true and correct copy of a resolution of the Port, as finally adopted at a meeting of the Commission held on the 23rd day of June, 2026, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum of the Commission was present throughout the meeting and a legally sufficient number of members of the Commission voted in the proper manner for the adoption of said Resolution; that all other requirements and proceedings incident to the proper adoption of said Resolution have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2026.

Secretary

First & Intermediate Lien Revenue Refunding Bonds Series 2026

June 9, 2026



Introduction of Resolution No. 3850

- Sale and Issuance of First Lien Revenue Refunding Bonds, Series 2026
 - Refund outstanding 2016B First Lien Bonds for debt service savings
 - 2016B First Lien Bonds refunded prior 2007B First Lien Bonds, which were used to fund various Seaport capital investments
- Estimated present value savings if the savings targets are met is ~\$2.0 million
- 2026 bonds issued as Tax-Exempt, Private Activity Bonds
 - Not subject to regular federal income tax; subject to Alternative Minimum Tax (AMT)

Additional Background

- Updated Port-wide forecasted debt service coverage levels decreased since POF
 - Decision to expedite the SCE project means debt required to be issued sooner, driving down coverage
- Refunding provides an opportunity to restructure future debt service and create financial flexibility
- Evaluating option to contribute General Fund cash toward 2016B Refunding (Seaport)
 - This effectively means we are paying down Seaport debt now that would otherwise be due in 2031-2032
 - Reduces the amount of refunding bonds needed thus lowering future debt service and increasing DS coverage in certain years
 - Cash contribution also results in lower overall debt service (interest) costs; increases long-term capital capacity and aligns with the Ports resource consciousness effort
- Cash contribution does not adversely impact the current Seaport capital plan and funding
 - General Fund cash balance is currently well above target and can be deployed early to pay debt
- Staff recommends that up to \$25.0 million may be contributed toward the refunding
 - Actual amount and specific maturities to be determined closer to the bond sale in early August

Introduction of Resolution No. 3849

- Sale & Issuance of Intermediate Lien Revenue Refunding Bonds, Series 2026
 - Refund outstanding 2015C and 2016 Intermediate Lien Bonds for debt service savings
 - 2015C and 2016 Bonds funded or refunded capital investments at the airport
- Estimated present value savings if the savings targets are met is ~\$8.3 million
- 2026 Intermediate Lien Bonds expected to be issued in two series:
 - Tax-Exempt, Governmental Bonds
 - Investors are not subject to regular federal income tax
 - Tax-Exempt, Private Activity Bonds
 - Investors not subject to regular federal income tax, but subject to Alternative Minimum Tax (AMT)

Resolutions No. 3849 & 3850

- Similar in all material respect to other First Lien & Intermediate Lien resolutions
 - Pursuant to their respective Lien Master Resolutions
 - Provides approval delegation to Executive Director, Deputy Executive Director or Chief Financial Officer
- Bonds will be sold by Port underwriting team led by Siebert Williams Shank & Co.
- Delegation Limits:
 - 2026 Intermediate Lien Bonds
 - Maximum Par Amount: \$250 million
 - Maximum Interest Rate: 4.5%
 - 2026 First Lien Bonds
 - Maximum Par Amount: \$70 million
 - Maximum Interest Rate: 4.5%
 - Bond sale must occur by June 23, 2027
 - Exceeding limits requires further authorization
 - Provides funding for bond issuance costs

Next Steps

- Meetings with credit rating agencies July 6-10th
- Bond sale scheduled for August 5th
- Bond closing scheduled for August 20th

Appendix - Original Bond Funded Projects

2015C and 2016 Intermediate Lien (Airport Projects)

2015C

- North Satellite renovation
- Checked baggage improvements
- Electrical infrastructure upgrades
- Gate improvements and reconfiguration
- Cargo 5 Hardstand & other airport projects

2016

- Third Runway Construction
- Airfield Pavement
- Airport Communication Systems
- Other airport projects

Note: 2016 Intermediate Lien Bonds refunded bonds originally issued in 2000

2016B First Lien (Seaport Projects)

- Terminal 91 New Cruise Terminal Redevelopment
- Pier 91 development
- Terminal 25/30 upgrades
- Terminal 18 Apron & Fender Upgrades
- Terminal 5 improvements
- Terminal 86 grain facility improvements

Note: 2016B First Bonds refunded 2007B First Lien Bonds



**COMMISSION
AGENDA MEMORANDUM**

Item No. 11a

BRIEFING ITEM

Date of Meeting June 9, 2026

DATE : May 21, 2026

TO: Stephen P. Metruck, Executive Director

FROM: Pearse Edwards, Sr. Director External Relations
Sally del Fierro, Director, Community Engagement
Charmila Ajmera, Sr. Program Manager, Duwamish Valley Engagement
Jose Chibertoni, Sr. Program Manager, Maritime Environmental Engagement

SUBJECT: Briefing on Duwamish Valley Community Equity Program and 3-Year Strategic Plan

EXECUTIVE SUMMARY

This presentation will provide a three-year milestone update on implementation of Resolution 3767, the Duwamish Valley Community Benefits Commitment Policy Directive that guides implementation of the Duwamish Valley Community Equity Program and other Port operations that impact the Duwamish Valley Community. The presentation will provide an overview of the 2026-2029 Strategic Plan that has been developed in partnership with the community. The Port’s commitment in the Duwamish Valley connects to the Century Agenda goals to: Responsibly invest in the economic growth of the region and all its communities; Be the greenest and most energy-efficient port in North America; Become a model for Equity, Diversity and Inclusion; and Be a Highly Effective Public Agency. The Port recognizes that the near-port neighborhoods of South Park and Georgetown, along the Duwamish River, have been historically and are currently impacted by economic, racial and environmental injustices with disproportionate exposure to air pollution, lack of greenspace, and high poverty rates contributing to a lower life expectancy rate than other parts of Seattle.

Program Summary

In December 2019 the Port of Seattle Commission approved its long-term commitment to equitable investment and engagement in the Duwamish Valley through the adoption of [Resolution 3767](#), establishing the Duwamish Valley Community Equity Program (DVCEP) and the Duwamish Valley Community Benefits Commitment (CBC). The purpose of the Policy Directive is to guide the implementation of the DVCEP and other port operations that impact the historically disadvantaged Duwamish Valley Community. The CBC enables the Port of Seattle to advance its mission to promote economic opportunity and quality of life in the region by advancing trade, travel, commerce, and job creation in an equitable, accountable, and environmentally responsible manner. The Port’s partnership with the community’s advisory group, the Port Community Action Team (PCAT), will ensure the DVCEP achieves three shared goals:

Meeting Date: June 9, 2026

Goal 1: community and port capacity building for ongoing collaboration

Goal 2: healthy environment and communities

Goal 3: economic prosperity in place

Duwamish Valley Port Community Action Team (PCAT)

The Port Community Action Team (PCAT) is the community-convened advisory group established in 2017 through a U.S. EPA Port-Community Collaboration technical assistance grant. The group consists of Duwamish Valley community members that engage with the Port in collaborative action, consultation, and strategic planning in order to address historical and current disproportionate, cumulative impacts affecting the Duwamish Valley community. The first cohort of PCAT members (active 2019-2023) co-wrote Resolution 3767, with Port staff, which the Commission unanimously adopted in December 2019.

The current PCAT cohort (active 2023-present) consists of eleven members who live, work, play or pray in the Duwamish Valley and have deep, individual ties to the community. PCAT members are actively engaged in multiple Port projects, programs, and initiatives that impact the Duwamish Valley and serve as a bridge between the community and the Port. They have been deeply involved in the co-creation of the 2026-2029 DVCEP Strategic Plan and will be instrumental partners in its implementation.

Duwamish River Community Hub (DRCH)

The Port is investing in a physical space in the Duwamish Valley as a critical nexus to implement the commitments outlined in Res. 3767, leasing the Duwamish River Community Hub (DRCH) since August 2021. The DRCH is a place-based economic development center for the community to readily access workforce development resources, youth programming, information about Port-led restoration and cleanup efforts in the Duwamish Valley, and as a gathering space for community meetings and events that support the CBC goals. Activities at the DRCH align with Port-related industries and career sectors in maritime, aviation, economic development, workforce development, and environment and sustainability. To date, the DRCH has hosted over 1,000 events serving community members of various age groups, ethnicities, and language abilities. The range of event types have included: technical support for high school youth applying for the Port internship positions, cruise and maritime career fairs, community-led construction trades information and recruitment fairs, trainings on green jobs and Duwamish River stewardship, Maritime High School field visits, small business development seminars and much more.

2022-2025 Program Accomplishments

Since the CBC was passed, the DVCEP has evolved, matured and delivered tangible results to further the goals outlined in the policy directive. Some of the major milestones for the Port, our partners and the DVCEP.

- Duwamish Valley Green Jobs Program, in partnership with OEDI, Maritime Environment and Sustainability, Dirt Corps Coalition and Duwamish Valley Youth Corps, served 44 youth and 43 adults between 2020 – 2024 in paid habitat restoration and green infrastructure education and activities;

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- The DRCH was activated as a resource center during the King Tide Flood Relief efforts in South Park in 2022;
- The grand opening of the Duwamish River People’s Park and Shoreline Habitat was commemorated with a community-wide celebration event in 2022;
- A new cohort of PCAT members was onboarded in 2023;
- A full-time Hub facility coordinator was hired in 2023;
- Duwamish Valley organizations and community members were engaged in public input about priorities for Port parks during the development of the Port Parks Management Strategy in 2023-2024;
- Two former PCAT members were hired as FTEs on the Port’s Community Engagement Team in 2024 and 2025;
- A full-time Sr. Program Manager was hired, in partnership with PCAT, in a new position dedicated to Duwamish Valley Engagement in 2025.
- The Program hosted 786 events at the DRCH and supported 195 events and 39 organizational sponsorships between 2023-2025.
- The fifth anniversary of the DVCEP and PCAT was commemorated with a community celebration and video in 2025.
- Two new contracts for PCAT Community Capacity Building and Racial Equity Training were established in 2025.
- The next iteration of workforce development support was launched through the Duwamish Valley Career Navigator Program in partnership with OEDI in 2025;
- The South King and Port Communities Fund was expanded to support economic and environmental projects in the Duwamish Valley in 2025.

Through the dedication of Port staff, PCAT members, and community partners, the DVCEP has grown into a robust and impactful program that offers and connects residents to a wide variety of resources and opportunities in the Duwamish Valley and surrounding area.

2026-2029 DVCEP Strategic Plan

In accordance with Resolution 3767, Section 4B [Responsibilities], the program is planning for the future through a comprehensive strategic planning process. The purpose of the strategic plan is to outline the specific focus areas within each CBC goal that the Duwamish Valley community, PCAT, and Port staff have identified as the most relevant and impactful to focus on for 2026-2029. The plan builds upon the existing foundation of projects and programs to date, and channels resources to priorities for community need.

The DVCEP is implemented through coordinated collaboration across Port of Seattle departments, as outlined in the CBC. While External Relations leads the program, each DVCEP goal is advanced through shared responsibility and initiatives with departmental partners whose expertise aligns with the work. The External Relations Community Engagement team also collaborates closely with community members to co-design Port initiatives and programs whenever possible, solicit input on Port actions that impact the Duwamish Valley, and gather ongoing feedback. The 2026-2029 strategic planning process was co-created with PCAT and the Port Interdepartmental team, over 25 community partners and

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neighborhood groups and involved 30+ individual meetings, several PCAT-led community dinners and a strategic planning open house.

Below is a summary of the 2026-2029 action areas within each of the three CBC goals.

Goals	Purpose/Driver	Action Areas for 2026 - 2029
Goal 1: Community and Port Capacity Building for Ongoing Collaboration	Building shared Port–Community capacity to advance equity by supporting community leadership, collaboration, and data-driven, inclusive engagement.	OBJ. 1: Build a comprehensive, language accessible DVCEP Communications Strategy OBJ. 2: Support PCAT organizational capacity building for longevity and recruitment efforts OBJ. 3: Expand use of the Hub to build community and Port capacity
Goal 2: Healthy Environment and Communities	Supporting community-driven collaboration to address climate and environmental health impacts by focusing on areas such as air quality, truck traffic, noise, greenspace, and water quality.	OBJ. 1: Clean Air and Climate Change Education and Engagement OBJ. 2: Port Parks and Habitat Restoration Engagement and Outreach OBJ. 3: Duwamish Valley Cleanup Engagement
Goal 3: Economic Prosperity in Place	Partnering with the community to support anti-displacement and expand equitable access to training, jobs, and economic opportunities through efforts in workforce development, recruitment, and building a diverse, green economy.	OBJ. 1: Continued investment in adult workforce development OBJ. 2: Create a Youth Workforce Education and Exploration plan and program OBJ. 3: Coordinate existing Port resources and partnerships to support small businesses in the Duwamish Valley OBJ. 4: Increase applications from and awards to organizations in the DV for South King and Port Communities Fund opportunities

ATTACHMENTS TO THIS BRIEFING

- (1) DVCEP 2026-2029 Strategic Plan
- (2) Presentation slides

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

- October 25, 2022 – Commission briefing on Duwamish Valley Community Equity Program and Duwamish River Green Jobs Program
- October 27, 2020 - Commission adoption of new park names for six Port-owned shoreline and public access areas along the Duwamish River
- December 10, 2019 - Commission authorization of Duwamish River Green Jobs Program contract solicitation and PCAT Community Capacity Building contract solicitation
- November 19, 2019 – Commission introduction of Resolution 3767, Duwamish Valley Community Benefits Commitment Policy Directive
- October 29, 2019 – Energy and Sustainability Committee approves introduction of the Community Benefits Commitment Policy Directive to the full Commission

Meeting Date: June 9, 2026

- May 28, 2019 – Commission establishment of Motion 2017-07, Duwamish Valley Community Equity Program
- April 10, 2018 – Commission authorization for funding to continue EPA Pilot Project activities with Duwamish Valley community members



Duwamish Valley Community Equity Program Strategic Plan

2026 – 2029

Executive Summary

In December 2019 the Port of Seattle Commission approved its long-term commitment to equitable investment and engagement in the Duwamish Valley through the adoption of [Resolution 3767](#), the Duwamish Valley Community Benefits Commitment (CBC). The purpose of the Duwamish Valley Community Benefits Commitment Policy Directive is to guide the implementation of the Duwamish Valley Community Equity Program (DVCEP) and other port operations that impact the Duwamish Valley Community. The commitment enables the Port of Seattle to advance its mission to promote economic opportunity and quality of life in the region by advancing trade, travel, commerce, and job creation in an equitable, accountable, and environmentally responsible manner. The Port’s partnership with the community’s advisory group, the Port Community Action Team (PCAT) will ensure the DVCEP achieves three shared goals:

Goal 1: Community and Port Capacity Building for Ongoing Collaboration

Goal 2: Healthy Environment and Communities

Goal 3: Economic Prosperity in Place

Since this policy was passed, the DVCEP has evolved, matured and accomplished a great deal to further the goals outlined in the policy directive. Major milestones for the Port, our partners and the DVCEP include:

- Formalizing the PCAT in 2020 and onboarding a new cohort of members in 2023;
- A community-led process that led to the renaming of six of the Port’s Duwamish River parks and shoreline habitat areas;
- The opening of the Duwamish River Community Hub (DRCH or ‘the Hub’) in 2021;
- The opening of the Duwamish River People’s Park and Shoreline Habitat in 2022;
- Establishing and supporting the Green Jobs Program with the DIRT Corps Coalition from 2021-2024;
- Launching the next iteration of workforce development support through the Duwamish Valley Career Navigator Program in 2025;
- Hiring two former PCAT members as FTEs on the Port’s Community Engagement Team; and
- Expanding the South King and Port Communities Fund to support economic and environmental projects in the Duwamish Valley in 2025.

Through the dedication of Port staff, PCAT members, and community partners, the DVCEP has grown into a robust and impactful program that offers a wide variety of resources and opportunities for communities in the Duwamish Valley and surrounding area.

In accordance with Resolution 3767, Section 4B [Responsibilities], the program is planning for the next phase of growth through a comprehensive strategic planning process. The purpose of this document is to outline the specific focus areas within each CBC goal that the Duwamish Valley community, PCAT, and Port staff have identified as the most relevant and impactful to focus on for 2026-2029. The plan builds upon the existing foundation of projects and programs to date, and channels resources to priorities for community need. Below is a summary of the 2026-2029 action areas within each of the three CBC goals.

Goals	Purpose/Driver	Action Areas for 2026 - 2029
Goal 1: Community and Port Capacity Building for Ongoing Collaboration	Building shared Port–Community capacity to advance equity by supporting community leadership, collaboration, and data-driven, inclusive engagement.	<p>OBJ. 1: Build a comprehensive, language accessible DVCEP Communications Strategy</p> <p>OBJ. 2: Support PCAT organizational capacity building for longevity and recruitment efforts</p> <p>OBJ. 3: Expand use of the Hub to build community and Port capacity</p>
Goal 2: Healthy Environment and Communities	Supporting community-driven collaboration to address climate and environmental health impacts by focusing on areas such as air quality, truck traffic, noise, greenspace, and water quality.	<p>OBJ. 1: Clean Air and Climate Change Education and Engagement</p> <p>OBJ. 2: Port Parks and Habitat Restoration Engagement and Outreach</p> <p>OBJ. 3: Duwamish Valley Cleanup Engagement</p>
Goal 3: Economic Prosperity in Place	Partnering with the community to support anti-displacement and expand equitable access to training, jobs, and economic opportunities through efforts in workforce development, recruitment, and building a diverse, green economy.	<p>OBJ. 1: Continued investment in adult workforce development</p> <p>OBJ. 2: Create a Youth Workforce Education and Exploration plan and program</p> <p>OBJ. 3: Coordinate existing Port resources and partnerships to support small businesses in the Duwamish Valley</p> <p>OBJ. 4: Increase applications from and awards to organizations in the Duwamish Valley for South King and Port Communities Fund opportunities</p>

This document details the broad objectives under each goal, specific tactics for pursuing these objectives, and outlines the key performance indicators Port staff will use to measure effort and progress over time. This strategic plan will be reported on and updated annually and is intended to be a living document that will capture the Port’s work in the Duwamish Valley as it evolves to meet emerging community needs over the next three years. As such, for many objectives, Phase 3 is unpopulated and will be updated after the completion of Phase 1 when Port staff and community partners have a better sense of what worked in Phase 1, what needs to change in Phase 2, and what might need to be pushed out to Phase 3.



BACKGROUND



Background

The Duwamish Valley is a vibrant, diverse, and resilient community with a long history of advocacy. According to [the City of Seattle’s 2023 Neighborhood Snapshot](#), South Park’s population is 66.4% Black, Indigenous, or People of Color (BIPOC) and 37.1% of residents speak a language other than English at home. The median household income is \$61,935 (compared to \$105,391 citywide) and 25.1% of the population is below the poverty line. 22.6% of the population are youth under the age of 18. In Georgetown, 36.7% of the population are BIPOC, 63.3% identify as White. The median household income is \$56,902 and 10% of the population is below the poverty line.

People who live and work in the neighborhoods of South Park and Georgetown have faced a trifecta of challenges to the health of the land, air and water in their community. This is due to a legacy of redlining, industrial zoning and activity adjacent to residential areas, and proximity to the activity of the Duwamish River: two airports, major highways, and the movement of freight by rail and trucks. The disproportionate exposure to pollution, lack of greenspace, and high poverty rates contribute to life expectancy in South Park and Georgetown that is 13 years lower than wealthier communities in Seattle. To begin addressing environmental justice issues and examine ways near-port communities can also benefit from being port neighbors, the Port and Just Health Action partnered on a pilot project funded by the United States Environmental Protection Agency that facilitated dialogue and engagement between ports and communities experiencing environmental justice issues. That pilot program led to the creation of the DVCEP.

In recognition of the institutional racism that has “contributed to both inequities in the distribution of the Port’s economic prosperity benefits and to environmental degradation amongst near-Port communities compared to others, particularly those facing economic challenges,” the Port passed Resolution 3767 in 2019 to establish a community benefits commitment to guide the implementation of the DVCEP and other port operations that impact the Duwamish Valley Community. This policy resolution was the effort of years of concerted organizing and advocacy efforts of South Park and Georgetown residents and community members. It is a testament to the resilience, creativity, and strength of this community as well as a mechanism to hold the Port accountable to being a more responsive and equitable government entity.

Over the past six years, there have been numerous accomplishments of the DVCEP, including some significant achievements made during the height of the COVID-19 pandemic and subsequent recovery. Below is a summary of accomplishments and efforts to fulfill the requirements of Resolution 3767:

DVCEP Accomplishments to Date

CBC GOAL 1: Community and Port Capacity Building for Ongoing Collaboration

Investment in the Port Community Action Team

2020	Establishment of the Port Community Action Team as a Port-supported and compensated community advisory board.
2020 – Present	Investment in consultant support for PCAT for both capacity building and racial equity.
2021 – Present	Creation of an Interdepartmental Team of Port staff whose work impacts the Duwamish Valley and regular meetings and trainings to coordinate and work with the PCAT on issues, projects, and programs in the Duwamish Valley.
2023 & 2024	Provided PCAT with tours of Terminal 5 operations, conducted by NWSA.
2024	Added a new budget line item for direct PCAT compensation and developed a Community Partner Agreement between the Port and each PCAT member to streamline compensation.
2024 – present	Introduced Port of Seattle “Deep Dive” series for PCAT’s 1st meeting of the month with specific topics of interest.
2024, 2025	Hired two former PCAT members as full-time employees at the Port of Seattle in Maritime and Aviation Environmental Engagement positions.
2025	Partnered with PCAT in designing and executing the 5 th Year Anniversary Celebration of DVCEP. Produced 5 th Year Anniversary video of DVCEP with PCAT and CBO partners.

Community Engagement in the Duwamish Valley

2017- Present	Port U - Duwamish River 101 Boat Tour: Hosted for the general public as a part of the Port’s adult education series about Port operations.
2019 – Present	Multilingual Duwamish River Boat Tour: Hosted in partnership with PCAT, Duwamish Valley community leaders, the Northwest Seaport Alliance (NWSA), public agencies and industry partners.
2020 – present	Duwamish River Experience Program: Partnership with Seattle Public Utilities, IslandWood, Duwamish River Community Coalition, and Seattle Public Schools to support 11 educational and interactive boat tours for 4 th and 5 th grade elementary students.
2023-Present	South Seattle Roundtable; Convened a cohort of public agencies and community-based organizations in South Seattle to focus on shared goals and develop an environmental justice action plan to address impacts from airports and freight.

Interagency Collaboration

Ongoing	Foster collaborative relationships with City of Seattle staff in the Office of Sustainability & Environment, Department of Neighborhoods, Department of Transportation, and Seattle Public Utilities on environmental public educational and engagement opportunities.
Ongoing	Partner with the NWSA on presentations and public tours to educate near-port communities on Port/NWSA cargo and freight operations in and around the Duwamish Valley and NWSA led air emissions reduction projects and programs.
Ongoing	Partner with other public agencies such as The Environmental Protection Agency, King County Public Health, and the Washington State Department of Ecology on Duwamish

- River boat tours and other activities to educate the public about cleanup plans and projects.
- Ongoing Actively participate as an agency partner in the Duwamish Valley Clean Air Program (DVCAP) lead by the Duwamish River Community Coalition (DRCC) and collaborate with DVCAP partners from Northwest Seaport Alliance, Seattle City Light, Seattle Department of Transportation, City of Seattle, Puget Sound Clean Air Agency, King County Public Health, and the WA Department of Ecology on Duwamish Valley clean air initiatives and programming.

CBC Goal 2: Healthy Environment and Communities

Climate Change and Air Quality

- 2020 - Present Port and NWSA engaged near-port communities in Seattle and Tacoma to inform an update to the Northwest Ports Clean Air Strategy with a vision to phase out seaport-related emissions by 2050. Port of Seattle and NWSA each developed implementation plans -- Port of Seattle’s Maritime Climate and Air Action Plan (MCAAP) and NWSA’s Clean Air Implementation Plan (CAIP) – that inform emission reduction actions and include commitments to ongoing engagement with near-port communities.
- 2022 – Present Port and NWSA are active interagency partners in the Reconnect South Park technical planning and community engagement efforts led by the Reconnect South Park Project team and the City of Seattle Office of Planning and Community Development (OPCD).
- 2022 The Duwamish River Community Hub was a resource center during the King Tides flood relief efforts in South Park. Partnered with Duwamish Valley community-based organizations and local nonprofits, Seattle Public Utilities, and the Seattle Office of Emergency Management to provide community with flood resources and ongoing updates. The Port provided community with access to the Hub for respite from the flooding, and as a centralized location to pick up vital donations such as food, clothing, and household items.
- 2023 Hosted a Clean Air and Youth Climate Resilience Panel at the Hub to discuss the impacts of air emissions and climate change on Duwamish Valley communities and to better understand community priorities on air and climate related topics. Port and Northwest Seaport Alliance staff provided an update on the Northwest Ports Clean Air Strategy and ongoing Port/NWSA air emissions reduction goals. The Climate Resilience Panel was youth-led and featured youth leaders from the Duwamish Valley and South King County areas.
- 2023 Hosted a Truck and Bike Safety Fair in partnership with NWSA and Bike Works in the Georgetown community.
- 2024 Grant Award; 2025-2027 Timeline The Port and NWSA were awarded an EPA-funded Clean Ports Grant to support the research and deployment of sustainable maritime fuels to advance reductions in seaport-related air emissions in the region. The Powering Maritime Innovation (PMI) project includes two community initiatives: hiring a Community Capacity Building Consultant to develop a Community Liaison Program; and employing a Digital Engagement Tool for ongoing communication to engage and gather input from near-port communities in the Duwamish Valley and broader South King County throughout the two-year project.

Public Parks and Shoreline Habitat Areas

- 2019 Mural Tells the Story of the Duwamish: Collaborated with DRCC and the Duwamish Valley Youth Corps on Duwamish Waterway Park Mural through an educational workshops series and community paint days.
- 2019 Launched the Youth Habitat Stewardship Program to create Green Job Pathways.
- 2019 Held a groundbreaking ceremony for the Duwamish River People’s Park and Shoreline Habitat (formerly T-117) in partnership with the Duwamish Valley communities.
- 2020 Successfully completed the “Incredible Parks Want Incredible Names” campaign in partnership with Seattle Parks Foundation to rename six Duwamish Valley shoreline parks. The six new parks’ names reflect the vibrant cultural, historical, and environmental significance of each site. The renaming process included a virtual unveiling ceremony and installing new signage at each park.
- 2020- 2024 Launched the Duwamish River Green Jobs Program - a three-year partnership with DIRT Corps, Duwamish Tribal Services, Environmental Coalition of South Seattle (ECOSS), Duwamish River Community Coalition, and SM Watts Consulting to develop inclusive green career pathways in shoreline habitat restoration and Port-related environmental sectors.
- 2022 Commemorated the grand opening of the Duwamish River People’s Park and Shoreline Habitat with a community-wide celebration event.
- 2022 Funded Georgetown Youth Council’s Bike and Pedestrian Study for access to Port parks and properties and presented the findings during presentations to Port/NWSA leadership.
- 2022 - 2023 Sponsored numerous youth cleanup events at Gateway Park North.
- 2023- 2024 Engaged Duwamish Valley organizations and gathered public input about priorities for Port parks during the development of the Port Parks Management Strategy.
- 2024-present Sponsored and supported PCAT’s Gateway Park North activation events.
- 2024, 2025 Sponsored Duwamish Valley Sustainability Association’s (DVSA) series of public walking tours offered in Spanish at Duwamish River People’s Park and Shoreline Habitat.
- 2025 Expansion of South King and Port Communities Fund – Environmental Improvements program to include projects based in Duwamish Valley.

CBC Goal 3: Economic Prosperity in Place

Recruiting and Retention from the DV and for DV programs

- 2023 Hired full-time Hub Facility Coordinator.
- 2024 Hired new Maritime Environmental Sr. Program Manager – Former PCAT Lead.
- 2024 Hired for a newly created position for Community Programs Support – 50% Duwamish program Valley support.
- 2025 Hired new Aviation Environmental Program Manager – Former PCAT Lead.
- 2025 Hired for a newly created position for Sr. Program Manager, Duwamish Valley Engagement.

Youth Workforce Development

- 2021- Present Provided financial support to establish and sustain Maritime High.
- 2018 - Present Hosted High School interns from local areas.

- 2022 Sponsored DVSA’s Solar Energy Education Youth Workshop resulting in solar panels being installed at DRPP.
- 2022 Conducted Environmental Justice Storytelling Series, led by a PCAT member, with focus on SEA Airport.
- 2022-2024 Funded and helped host the Duwamish Green Jobs youth cohorts; 44 youth served.
- 2024 Hosted tours of Marine Maintenance for Maritime High School and Cultivate South Park youth.
- 2026 In response to community feedback, the Port has reserved a minimum of two placements in the summer High School internship program for applicants from the 98108 zip code, which includes the Duwamish Valley. Port staff hosted multiple information sessions and application support workshops for the High School Internship program with Duwamish Valley youth-serving organizations and students at Chief Sealth High School to ensure increased, competitive applications from the Duwamish Valley.

Adult Workforce Development

- 2019-2022 Sponsored series of Construction Trades Job Fairs in partnership with FOGHI and Workforce Development at the Hub.
- 2020-2024 Established Port of Seattle Green Jobs Program in partnership with the Maritime Environment and Sustainability team and the Workforce Development team; 43 adults served.
- 2022-2023 Held a series of job fairs at the Hub: “Fall in Love with Maritime” with maritime/manufacturing industry and Cruise.
- 2025 Established Duwamish Valley Career Navigator Program to provide direct, one-on-one support to job seekers looking to enter a Port-related industry.
- 2025 Expansion of South King and Port Communities Economic Development Fund and capacity building program to include the Duwamish Valley.

Duwamish River Community Hub

- 2021 Established the Hub in partnership with PCAT; opened with community celebration and job fair.
- 2021-Present DRCH has hosted and supported over 1,000 events since opening, many of which supported local restaurants for catering.

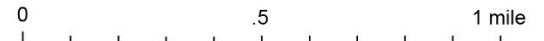
The above list is not intended to be comprehensive or fully inclusive of all the various efforts the Port has invested in over the last six years; rather, it provides a snapshot of the varied and numerous efforts undertaken since 2020.

As the Port and the community look ahead to the next three years and beyond, our shared goal is to be intentional and specific about our shared priorities. The 2026-2029 strategic plan is the culmination of six months of concerted outreach, community conversations, and shared decision-making about the focus areas within each CBC goal that the Duwamish Valley community would like the Port to invest in.

Map of Duwamish Valley – South Park & Georgetown



- Port Properties
- Major Transportation Routes



METHODOLOGY AND PROCESS



Methodology and Process

The Port of Seattle DVCEP team went through a comprehensive strategic planning process in 2025 and early 2026. The core team—consisting of the Senior Program Manager of Duwamish Valley Engagement; Senior Program Manager of Maritime Environmental Engagement; and Maritime Environmental Program Manager along with the Duwamish Valley Program Coordinator and Director of Community Engagement, all of whom collaborated to develop goals for the next few years to align with Central Services goals and Port of Seattle Executive Director and Commission Priorities. The entire strategic planning process also had extensive collaboration and co-creation with the PCAT, community partners, residents and neighbors, and the Port’s Interdepartmental Team (IDT).

Step 1: Gap Analysis

The External Relations Community Engagement team led a Gap Analysis to clarify the scope and key focus areas for the 2026–2029 DVCEP. This analysis assessed the Port’s work within the three CBC goals to date and identified where there is current opportunity, momentum, resources, and community interest to deepen or expand efforts. Through this process, the DVCEP team surfaced clear areas of need and potential, which directly informed the prioritization and development of the goals and work plan for the next three years.

Step 2: Port & Community Collaboration

The DVCEP is implemented through coordinated collaboration across Port of Seattle departments, as outlined in Resolution 3767. While External Relations leads the program, each DVCEP goal is advanced through shared responsibility and initiatives with departmental partners whose expertise aligns with the work. This structure ensures that community engagement, environmental stewardship, and economic opportunity efforts are integrated across Port operations. The External Relations Community Engagement team also collaborates closely with community members to gather ongoing feedback, while briefings with Executive Leadership and the Commission help refine priorities and guide implementation.

- **Goal 1: Community and Port Capacity Building for Ongoing Collaboration**
Supported by External Relations (ER), Human Resources (HR), Information & Communications Technology (ICT), Real Estate Services Group, and Central Procurement Office (CPO)
- **Goal 2: Healthy Environment and Communities**
Supported by Maritime Environment & Sustainability (MES), Maritime Division (MD), Marine Maintenance Department, and The Northwest Seaport Alliance (NWSA) Air Quality and Sustainable Practices (AQSP)
- **Goal 3: Economic Prosperity in Place**
Supported by Workforce Development (WFD), the Office of Equity, Diversity & Inclusion (OEDI), Human Resources (HR), Marine Maintenance Division, Real Estate Services Group, and the Economic Development Division (EDD)

In addition to working closely with internal Port partners, the DVCEP team did extensive outreach to community partners and neighbors to understand current community needs and priorities. This included:

- Over 30 individual meetings were held with community-based organizations and other governmental organizations that work in the Duwamish Valley to understand community priorities, needs, and opportunities for the Port to provide resources and support. This is in addition to pre-existing relationships and partnerships from other members of the DVCEP team and ongoing conversations, meetings, and partnerships that informed the focus areas in the 2026-2029 strategic plan. DVCEP partner organizations include, but are not limited to, the following organizations:

Amigos de Seattle	Just Health Action
Chief Sealth International High School	Mini Mart City Park
Concord Elementary School	Northwest Maritime Center
Consejo Counseling	Providence Regina House Food Bank
Cultivate South Park	Puget Soundkeeper
Denny Middle School	Reconnect South Park Community Coalition
Dirt Corps	Ridge to River Coalition
Duwamish Alive Community Coalition	River Access Paddle Program
Duwamish River Community Coalition	SeaMar Community Center
Duwamish Valley Affordable Housing Coalition	Seattle Parks Foundation
Duwamish Valley Sustainability Association	Solid Ground Marra Farm
Food Lifeline	Seattle Neighborhood Group
Georgetown Business Association	South Park Neighborhood Association
Georgetown Community Council	South Park Preservation Group
Georgetown Youth Council	South Seattle College Georgetown Campus
Growing Contigo	Villa Comunitaria
Habitat for Humanity	Vision7 (Only in South Park)
Hérons Nest	Watershed Community Development

- Monthly attendance at the following community meetings to listen and learn:
 - South Park Neighborhood Association Meetings
 - South Park Community Capacity Meetings
 - Georgetown Community Council Meetings
- Four PCAT-organized and hosted Community Dinners focused on 1) soliciting community input and feedback on the future of the DRCH, 2) the specific needs of youth in the Duwamish Valley to get exposure to Port-related career opportunities and 3) contributions and suggestions to refine the focus areas within the draft strategic plan through a spring Open House.
- Regular meetings with PCAT Community Engagement, Environmental Stewardship, and Workforce Development committees to co-create focus areas within each CBC goal based on broader community priorities.

Step 3: Strategic Plan

The managers collaborated with the Port’s Strategic Planning team to document and refine program Goals, Objectives, Tactics, and Key Performance Indicators (KPIs). The objectives and tactics were co-created with PCAT, community partners, and Port colleagues within each of the teams detailed above to ensure alignment with community priorities, feasibility, and internal resources.

Step 4: Executive Leadership and Commission Review

In May of 2026 the DVCEP team met with the Port’s Executive Leadership team to review the draft Strategic Plan and receive input and guidance. Port Commissioners were briefed on the final version of this plan at their public Commission Meeting on June 9, 2026.

2026-2029

GOALS OBJECTIVES

Questions
Ideas

Collaborate with
Fridge to forest
coalition on
landover engage
ment...

Base Planning
for trails in the
U. Downish
Grantbelt that
connects Port Park
to U. Centre.

Walk as
part of
Parklet initiative

Greenway
thru South
Park connecting
Port Park

Bar J. Manned
Park Initiative
to provide
a... ..

Allow
community
open
spaces
Terminal

Access

PARK / GREEN
YOUTH +
ADULT
PROGRAMMING

Parking
T-25
For trucks

Mitigation
Bank
program.

Connections
w/ MARINAS
to provide access
to sailing lessons
& other activities

Really exciting
set of events,
Really encourage
by creating it!

Activate
→
Mutual
Clean
Air
Goals
- Goals

Funding
for
community
projects

People's
Park
Kayak
Launch

CREATE MAP /
DIRECTORY
of all goals
as VISUAL
TRACKER

COMPONENT
of ongoing
projects +
goals in DU
& WEST / COMM
CENTRAL

Preserve &
PLANT
more
Trees

Maintenance
funding for
GSI

Work with city
Port to develop
an overall
integrated plan for
Porter Development

Green Roof,
walls, etc
on EXTERIOR

SAFE REST
AREA FOR
DAY LABORERS

2026-2029 Goals, Objectives & Timeline

Goals	Objectives
Goal 1: Community and Port Capacity Building for Ongoing Collaboration	<p>OBJ. 1: Build a comprehensive, language accessible DVCEP Communications Strategy</p> <p>OBJ. 2: Support PCAT organizational capacity building for longevity and recruitment efforts</p> <p>OBJ. 3: Expand use of the Hub to build community and port capacity</p>
Goal 2: Healthy Environment and Communities	<p>OBJ. 1: Clean Air and Climate Change Engagement</p> <p>OBJ. 2: Port Parks and Habitat Restoration Engagement and Outreach</p> <p>OBJ. 3: Duwamish Valley Cleanup Engagement</p>
Goal 3: Economic Prosperity in Place	<p>OBJ. 1: Continued Investment in Adult Workforce Development</p> <p>OBJ. 2: Create a Youth Workforce Education and Exploration Plan and Program</p> <p>OBJ. 3: Coordinate Existing Port Resources and Partnerships to Support Small Businesses in the Duwamish Valley</p> <p>OBJ. 4: Increase Applications from and Awards to Organizations in the Duwamish Valley for South King Port Community Funding Opportunities</p>

The DVCEP Strategic Plan 2026–2029 is organized into three phases, each representing a distinct period of work with a specific strategic focus. These phases outline how the program will build capacity, activate implementation, and evaluate progress to support long-term community impact.

Phase 1: Building Capacity and Foundations (2026 – 2027)

This phase focuses on understanding and strengthening internal and external needs and resources. Work includes establishing and deepening interagency and community partnerships, seeking ways to improve existing processes and systems, and identifying where data collection and metric tracking will support implementation. This phase also includes developing community engagement initiatives that align with the DVCEP’s three goals. Together, these efforts create the readiness and shared capacity required to advance meaningful action in later phases.

Phase 2: Activation and Implementation (2027 – 2028)

In this phase, the DVCEP shifts from foundational work to active implementation. Efforts center on expanding outreach to community members, organizations, and other governmental agencies; increasing capacity across partners; and continuing to develop and refine community engagement initiatives and data collection systems. This phase is where the program’s goals begin to take shape through visible, community-centered action.

Phase 3: Expansion, Evaluation, and Long-Term Sustainability (2028 – 2029)

The final phase emphasizes scaling successful efforts, evaluating progress across the three DVCEP goals, and identifying opportunities to strengthen long-term sustainability. This includes reviewing what worked well, what challenges emerged, and what improvements or new opportunities can support community needs moving forward. The insights gained during this phase will inform future planning cycles and help ensure the DVCEP remains responsive, effective, and grounded in community priorities

Goal 1 – Community and Port Capacity Building for Ongoing Collaboration

In alignment with the port’s equity initiatives to address institutional racism and recognizing that the most effective methods for solving inequities come from communities themselves, the DVCEP shall build port and community capacity to ensure meaningful, equitable engagement and partnership. To this end, the DVCEP will foster shared decision making, support existing and upcoming community leaders, and collaborate with the community on activities that advance mutually beneficial outcomes. The Port’s action areas include, but are not limited to:

- Inclusion
- Training and education
- Community Engagement
- Community Collaboration and Co-Creation Strategies
- Language Access
- Inter-agency collaboration
- Data-driven results

This goal is about ensuring that the Port is accountable to the communities in Georgetown and South Park and that it is proactively and consistently investing in ways to ensure the community is informed and empowered to participate in decisions – by the Port, and other governmental and industry partners – that impact their lives.

PCAT members, Port staff and community partners have identified focus areas within this goal that touch on many of the original action areas. Focus areas for 2026-2029 include improving the Port’s communication with the community about programs, opportunities, and ongoing work within the Duwamish Valley; the Port’s continued investment in the PCAT; and responding to community needs and suggestions for improving access to the DRCH as well as updates and improvements to the space itself.

As noted above, Phase 3 is currently left open and will be updated after the completion of Phase 1. This was done to allow for continued community engagement, planning, and evaluation of the efforts and success of Phase 1, with the intention of populating Phase 3 to include actions and focus areas that will be pushed out due to unforeseen challenges and to allow for priorities to evolve over time.

PHASE 1 (2026 – 2027)

Goal 1 – Community and Port Capacity Building for Ongoing Collaboration

Objectives	Initiatives & Tactics	Key Performance Indicators
1.1: Build a comprehensive, language accessible DVCEP Communications Strategy	<ul style="list-style-type: none"> 1.1.1: Update and improve user experience and accessibility for the DVCEP, PCAT and Hub websites 	<ul style="list-style-type: none"> Monthly updates across platforms Increased website engagement year over year Create public-facing Hub availability calendar and online booking system
	<ul style="list-style-type: none"> 1.1.2: Create and launch a quarterly DVCEP newsletter 	<ul style="list-style-type: none"> Create plan for newsletter launch by the end of Q2 2026 Launch newsletter by Q4 2026 Increase number of mailing list subscriptions YoY
1.2: Support PCAT organizational capacity building for longevity and recruitment efforts	<ul style="list-style-type: none"> 1.2.1: Reestablish regular IDT meetings and touchpoints for PCAT with Port staff 	<ul style="list-style-type: none"> Quarterly IDT meetings per year Quarterly “Port Deep Dive” trainings for PCAT members per year Benchmark connections and meetings between Port staff and PCAT members per year
	<ul style="list-style-type: none"> 1.2.2: Establish PCAT committee priorities and annual work plans 	<ul style="list-style-type: none"> Document priorities and work plan for each PCAT committee annually Complete annual report of priorities and goals met by committees
	<ul style="list-style-type: none"> 1.2.3: Update and strengthen PCAT governance charter 	<ul style="list-style-type: none"> PCAT charter updated, approved, and implemented
	<ul style="list-style-type: none"> 1.2.4: Create PCAT ‘job descriptions’ and modify membership and compensation structure 	<ul style="list-style-type: none"> Finalize and adopt job descriptions for PCAT Leads and General Members Propose and adopt new compensation structure for Leads and members based on years as a PCAT member Revise PCAT Community Partner Agreement in accordance with adopted job descriptions and compensation structure

1.3: Expand use of the Hub to build community and port capacity	<ul style="list-style-type: none"> 1.3.1: Invest in a promotional campaign and building new partnerships to increase Hub activation 	<ul style="list-style-type: none"> Benchmark Hub bookings and increase year over year Benchmark new uses for the Hub and increase year over year Increase in new organizations using the Hub
	<ul style="list-style-type: none"> 1.3.2: Scope potential Hub renovations to better meet community and Port needs 	<ul style="list-style-type: none"> Cost estimates for Hub renovation options Secure and approve funding from Port and/or other sources for renovations Renovations and improvement projects completed each year
	<ul style="list-style-type: none"> 1.3.3: Establish a partnership agreement with the City of Seattle Duwamish Valley Program for use of the Hub for CBC-aligned programming (one-year pilot program) 	<ul style="list-style-type: none"> Percent increase in Hub activation as a result of city partnership Benchmark bookings by city and contracted organizations serving the DV Benchmark joint events hosted by the city and the Port Benchmark number of additional workforce development services and events offered at the Hub Benchmark number of DV community members accessing career services through the city and the Port Benchmark number of small businesses served by City and Port resources and programming Dollars saved on space rental and redirected to programming by city-contracted community-based organizations

Phase 1 (2026 – 2027)

Objective 1.1: Duwamish Valley Communications Strategy

To address inquiries about and requests for better communication from the Port with the Duwamish Valley community, this objective specifically focuses on overall website updates, improved usability and navigation, and proactive information sharing about programs, opportunities, and the Port’s work in the Duwamish Valley.

Tactic 1.1.1: Update and improve user experience and accessibility for the DVCEP, PCAT and Hub websites. This will include providing more recent information about the current state of the DVCEP and PCAT, associated program offerings, a calendar of upcoming Port and PCAT events and work in the Duwamish Valley and surrounding area, a calendar displaying Hub booking availability, and an online booking system for the Hub. The website will be accessible and available in multiple languages.

Tactic 1.1.2: Create and launch a quarterly DVCEP newsletter. The goal of this newsletter will be to reduce one-off emails to community partners and instead consolidate updates, information, events, and engagement opportunities from the Port and PCAT in one communication, which will be sent on a quarterly basis. Subscription to the newsletter will be voluntary and widely advertised so community members can sign up to stay informed and connected to the Port and PCAT activities, news, and events.

Objective 1.2: PCAT Capacity Building

The PCAT is dedicated to serving as a bridge between the larger Duwamish Valley community and the Port. PCAT members are community advocates, leaders and neighbors who help inform the Duwamish Valley community about the Port and who elevate and amplify community priorities, needs and ideas to Port staff. This objective reflects the priorities PCAT members have identified to strengthen and develop PCAT over the coming years.

Tactic 1.2.1: Reestablish regular IDT meetings and touchpoints for PCAT with Port staff. PCAT members have frequently cited the importance of engaging and developing relationships with Port staff across departments whose work impacts the Duwamish Valley. Having regular opportunities to meet and build relationships with port staff from Real Estate, Legal, Contracting and Procurement, Maritime Environment & Sustainability, Workforce Development, Economic Development, Human Resources, Equity Diversity and Inclusion, and others is vital to both helping PCAT understand the processes and teams within the Port and for Port staff to directly connect with and understand the perspective, considerations, and needs of community members that their programs and decisions ultimately impact.

Tactic 1.2.2: Establish PCAT committee priorities and annual work plans. As PCAT has evolved over time, members have created committees focused on their internal structure and governance models (Governance committee), their relationship with the Port (Leads committee) and dedicated to furthering investments in the environmental health of the Duwamish Valley (Environmental Stewardship committee), youth port-related career exploration and pathways (Workforce Development committee), and building broader community capacity and engagement with the Port (Community Engagement committee). To focus their limited time and energy, each committee will identify key priorities for the year and co-create an annual work plan with Port staff to achieve the objectives reflected in this strategic plan.

Tactic 1.2.3: Update and strengthen PCAT governance charter. PCAT is a unique community partnership model and has changed in both membership and scope since its creation in 2017 and formalization in 2019. To function as a collective, the current cohort has recognized the need for a clear, inclusive, and structured decision-making process to clearly articulate their viewpoint and recommendations to the Port as a body. PCAT is also working to clarify roles and responsibilities among committees. These processes will be documented in an updated governance charter.

Tactic 1.2.4: Create PCAT ‘job descriptions’ and modify membership and compensation structure. Through PCAT’s evolution, various roles and responsibilities have naturally emerged and changed over time. To document, clarify, and communicate member expectations and responsibilities – especially before recruiting new members to PCAT – the Leads committee has created ‘job descriptions’ that clearly outline the role of PCAT members, the time commitment, and the compensation structure attached to various roles and years of membership. The goal of this is to facilitate role clarity and a dynamic and versatile membership model that meets the needs of community members that want to participate in the PCAT.

Objective 1.3: Expanded Use of the Hub to Build Community Capacity

Established in 2021, the DRCH serves as a vital economic development resource center in the Duwamish Valley for community organizations and partners. Its uses help fulfill the CBC and align with Port priorities that support economic development, environment and sustainability, and the maritime and aviation industries. As the Port is considering possible renovations to the current space, this objective encapsulates some of the work that will be done to support expanded usage and better serve community needs.

Tactic 1.3.1: Invest in a promotional campaign and building new partnerships to increase Hub activation. To increase Hub bookings, increase revenue generation, and further activate the space the DVCEP team will invest in targeted outreach and advertising to inform organizations that operate in the Duwamish Valley that the Hub is available for booking. The team will also continue to seek out and build new relationships with organizations that work and/or offer services in the Duwamish Valley or with the Duwamish Valley community to share information about the Hub and how to book the space.

Tactic 1.3.2: Scope potential Hub renovations to better meet community and Port needs. The uses of the Hub and the needs of the Port and the community have evolved over time. Through a series of visioning sessions in 2025 with current and past Hub users, the DVCEP team identified several physical modifications to the existing building that, if made, would better meet needs and uses of the Hub. The next steps are to work with an architect to determine what modifications are physically possible, get estimates for renovation costs, make a budget request to fund all or some of these modifications, and negotiate with the current property owner to gain agreement on the physical changes.

Tactic 1.3.3: Establish a Memorandum of Agreement with the City of Seattle Duwamish Valley Program for in-kind use of the Hub for CBC-aligned programming (one-year pilot program). The City of Seattle’s [Duwamish Valley Program](#) and [Duwamish Valley Action Plan](#) share many of the goals outlined in the CBC, with the city offering complimentary programming, services and resources to the Port. By entering into a MOA with the City of Seattle so the Duwamish Valley

Program and its contracted community partners can access meeting and event space in the Duwamish Valley, the Port is achieving many of the objectives and goals detailed in the CBC: increasing community capacity, activating the Hub as an economic opportunity center with myriad services and offerings, and supporting programs and events aligned with building community capacity, fostering a healthy environment, and promoting prosperity in place through workforce development and small business support services. This will initially be a one-year pilot program to evaluate the feasibility and impact of a longer-term partnership with the City of Seattle for use of the Hub.



PHASE 2 (2027 – 2028)

Goal 1 – Community and Port Capacity Building for Ongoing Collaboration

Objectives	Initiatives & Tactics	Key Performance Indicators
1.1: Build a comprehensive, language accessible DVCEP Communications Strategy	<ul style="list-style-type: none"> 1.1.1: Social Media Strategy for DVCEP 	<ul style="list-style-type: none"> Design and implement a social media strategy for the DVCEP Baseline engagement with posts; increase engagement year over year
	<ul style="list-style-type: none"> 1.1.2: Build cross-departmental Port career opportunity outreach plan 	<ul style="list-style-type: none"> Comprehensive DV outreach calendar for HR, WFD, ER career outreach coordination Launch in-language advertisements for Port-related career events and opportunities through local ethnic media outlets Create a list of local venues for poster/flyer advertisements and regularly visit venues to update materials Baseline POS presence at DV events; increase events attended year over year
1.2: Support PCAT organizational capacity building for longevity and recruitment efforts	<ul style="list-style-type: none"> 1.2.1: Recruiting and Onboarding Process 	<ul style="list-style-type: none"> Establish and implement PCAT recruiting strategy Establish and implement PCAT onboarding resources and process Recruit and retain a minimum of two new PCAT members
	<ul style="list-style-type: none"> 1.2.2: PCAT-led engagement with Duwamish Valley community 	<ul style="list-style-type: none"> Baseline PCAT partnership projects with DV orgs; increase year over year Connect two new DV organizations to Port sponsorship or funding opportunities each year
	<ul style="list-style-type: none"> 1.2.3: Increase PCAT participation in Port advisory opportunities 	<ul style="list-style-type: none"> Baseline number of advisory opportunities for PCAT members for Port programs, projects, or initiatives each year; increase PCAT participation year over year
1.3: Expanded use of the Hub to build community and port capacity	<ul style="list-style-type: none"> 1.3.1: Renovations to existing Hub 	<ul style="list-style-type: none"> Percent increase in Hub bookings post-renovation completion

	<ul style="list-style-type: none"> • 1.3.2: Long-term planning for Port-owned space in the Duwamish Valley 	<ul style="list-style-type: none"> • Feasibility study for a Port-owned property in the Duwamish Valley
	<ul style="list-style-type: none"> • 1.3.3: Extend MOA with City of Seattle for use of the Hub 	<ul style="list-style-type: none"> • Percent increase in total Hub bookings year over year • Percent increase in bookings by city and contracted organizations serving the DV • Percent increase in joint events hosted by the city and the Port • Percent increase in workforce development services and events offered at the Hub • Percent increase in DV community members accessing career services through the city and the Port • Percent increase in small businesses served by City and Port resources and programming • Dollars saved on space rental and redirected to programming by city-contracted community-based organizations year over year

Phase 2 (2027 – 2028)

Objective 1.1: Duwamish Valley Communications Strategy

To address inquiries about better communication with the Duwamish Valley community, this objective specifically focuses on a few areas including improvements on proactive updates and information sharing about programs, opportunities, and the Port’s work in the Duwamish Valley. Phase 2 will build upon the work done in Phase 1 to create and implement a social media strategy to compliment the website and newsletter. Staff will also work on coordinating and consolidating information on career opportunities across multiple teams to streamline communication and target relevant communications for the Duwamish Valley community.

Tactic 1.1.1: Social Media Strategy for DVCEP. To build upon phase one efforts to update information on Port webpages and have consistent, quarterly communication from the Port to partners and residents of the Duwamish Valley, phase two will focus on more frequent communication updates through social media. This communication strategy will include sharing upcoming events, resources, and engagement opportunities from the Port and Port-partners.

Tactic 1.1.2: Build cross-departmental Port career opportunity outreach plan. There are several teams and departments at the Port working on workforce development and job opportunities including Human Resources, Workforce Development, and External Relations. This tactic will focus on organizing and coordinating Port communications for opportunities open to or targeted to the Duwamish Valley through projects like an internal outreach calendar, hyper-local multilingual advertising campaign, and physical marketing.

Objective 1.2: PCAT Capacity Building

The PCAT is dedicated to serving as a bridge between the larger Duwamish Valley community and the Port. PCAT members are community advocates, leaders and neighbors who help inform the Duwamish Valley community about the Port and who elevate and amplify community priorities, needs and ideas to Port staff. This objective reflects the priorities PCAT members have identified to strengthen and develop PCAT over the coming years. Phase 2 of this work will include creating a recruiting and onboarding plan for bringing in new PCAT members and sustaining the organization over time. PCAT members will also focus on coordinating their outreach and communication with Duwamish Valley community partners, participating more in Port projects that impact the Duwamish Valley and have advisory opportunities for community members.

Tactic 1.2.1: Recruiting and Onboarding Process. As current PCAT members end their tenure, there is a need to create a recruiting process and timeline to bring in new members. There is also an opportunity to create an onboarding plan and set of resources to help new members learn about the role and responsibilities of PCAT members, the Port, and opportunities to support the Duwamish Valley community. The goal is for these resources to be created before recruitment for new members begins.

Tactic 1.2.2: PCAT-led engagement with Duwamish Valley community. Current PCAT members have recognized an opportunity to more proactively and consistently build and maintain relationships with community-based organizations and other community partners and residents in the Duwamish Valley. PCAT members will establish mechanisms to do this, with the goal of both informing community partners about happenings and opportunities with the Port and

ensuring the Port has a robust understanding and connection with community priorities and concerns.

Tactic 1.2.3: Increase PCAT participation in Port advisory opportunities. The capacity and interest of PCAT members to serve in an advisory role for Port projects and programs in or impacting the Duwamish Valley has fluctuated over time. To work towards more consistent participation of PCAT members, the Port will begin soliciting and organizing opportunities for PCAT members to advise on Port projects and PCAT members will prioritize and organize participation among PCAT itself and with other community partners with the goal of increasing community participation in Port decision-making processes over time.

Objective 1.3: Expanded Use of the Hub to Build Community Capacity

Established in 2021, the DRCH serves as a vital economic development resource center in the Duwamish Valley for community organizations and partners. Its uses help fulfill the CBC and align with Port priorities that support economic development, environment and sustainability, and the maritime and aviation industries. As the Port is considering possible renovations to the current space, this objective encapsulates some of the work that will be done to support expanded usage and better serve community needs.

Tactic 1.3.1: Renovations to Existing Hub. If funding and approvals for Hub renovations are secured, construction would ideally begin in 2027. Projects would be phased to meet budget constraints and minimize closure and disruption to programming at the Hub. The goal of the renovations is to modify the space to better meet community and Port needs, ultimately resulting in increased use of the space.

Tactic 1.3.2: Long-term planning for Port-owned space in the Duwamish Valley. The Hub is currently leased by the Port; the Port does not own the property. Typical lease duration is 5 years. To support longer term planning and budgeting, the Port will partner with PCAT and community partners to conduct a needs assessment and feasibility study for a permanent, Port-owned (or co-owned) facility in the Duwamish Valley to continue the work of the DVCEP into the future.

Tactic 1.3.3: Extend MOA with City of Seattle for use of the Hub. If the one-year pilot program is a success and achieves the objectives outlined in phase one, the Port and the City of Seattle will explore a longer-term agreement for use of the Hub for programs and activities that support each institution's mutual goals and commitments to the Duwamish Valley.

Goal 2 – Healthy Environment and Communities

The Port shall proactively address climate change and other environmental factors that affect the health of the community. The DVCEP will foster collaboration with community on activities that advance mutually beneficial outcomes. The Port’s action areas include, but are not limited to:

- Climate change
- Air quality
- Truck traffic
- Noise impacts
- Public parks and green space
- Water quality

This goal is to advance the Port’s existing commitments to air quality and climate change, reducing impacts from drayage trucks and cargo operations, habitat restoration, cleanup efforts of the Duwamish River, and creating public access green spaces within the Duwamish Valley.

PCAT members, Duwamish Valley community partners, and Port and NWSA staff have identified the following focus areas within this goal: clean air and climate change engagement, and Port Park and habitat restoration engagement and outreach. The following section will outline how Port and NWSA staff will work in collaboration to educate and engage near-port communities in the Duwamish Valley on maritime environmental projects and programs related to clean air and climate and Port parks and habitat restoration sites.

As noted above, Phase 3 is currently left open and will be updated after the completion of Phase 1. This was done to allow for continued community engagement, planning, and evaluation of the efforts and success of Phase 1, with the intention of populating Phase 3 to include actions and focus areas that will be pushed out due to unforeseen challenges and to allow for priorities to evolve over time.

PHASE 1 (2026 – 2027)

Goal 2 – Healthy Environment and Communities

Objectives	Initiatives & Tactics	Key Performance Indicators
2.1: Clean Air and Climate Change Engagement	<ul style="list-style-type: none"> 2.1.1: Launch Clean Ports Powering Maritime Innovation (PMI) Project Engagement and Outreach 	<ul style="list-style-type: none"> Launch Community Liaison Program by Q3 2026 Activate four Community Liaisons by Q3 2026 Quarterly engagement with Duwamish Valley and South King County communities about the PMI project by Q4 2026 Implement digital engagement platform by Q2 2026
	<ul style="list-style-type: none"> 2.1.2: Collaborate with partners to advance Port of Seattle’s Maritime Climate and Air Action Plan (MCAAP) Engagement 	<ul style="list-style-type: none"> Plan annual community events and educational activities developed for near-port communities in the Duwamish Valley to learn about POS MCAAP by Q4 2026 10% increase of Clean Air Quarterly subscribers by Q4 2026 to keep Duwamish Valley communities informed on annual MCAAP progress. Track and report annual Port investments in Duwamish Valley community-led clean air and climate education programs and events by 2026
2.2: Port Parks and Habitat Restoration Engagement and Outreach	<ul style="list-style-type: none"> 2.2.1: Promote Port Parks and Habitat Restoration Sites 	<ul style="list-style-type: none"> Plan community events and educational activities hosted at Port parks and habitat restoration sites for near-port communities in Duwamish Valley by Q4 2026 Track engagement events and educational activities hosted at Port parks and habitat restoration sites by Q4 2026 Track and report annual Port investments in Duwamish Valley community-led habitat restoration educational programs and activities by Q4 2026

<p>2.3 Duwamish Valley Cleanup Engagement</p>	<ul style="list-style-type: none"> • 2.3.1: Support Port-led Duwamish Valley Cleanup Engagement and Outreach 	<ul style="list-style-type: none"> • Plan engagement events and educational activities developed for near port communities to learn about Port-led cleanup projects by Q4 2026 • Track and report annual Port investments in Duwamish Valley community-led Duwamish River educational programs and litter cleanup events by Q4 2026
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Phase 1 (2026 – 2027)

Objective 2.1: Clean Air and Climate Change Engagement

To support community engagement surrounding Clean Air and Climate Change, the DVCEP team is dedicated to fostering education, collaboration, communication, and implementation of programs or projects that reduce air emissions and address climate change impacts. This objective highlights the joint engagement efforts the team aims to meet through collaboration and serving as points of contact between Duwamish Valley community groups and leaders, as well as Port and NWSA environment and sustainability teams.

Initiative: *Launch Clean Ports Powering Maritime Innovation (PMI) Project Engagement and Outreach* – Provide engagement and educational opportunities for near-port communities to learn about the transition to low- and zero-emission maritime fuels through the 18-month PMI project funded by a grant from the U.S. Environmental Protection Agency (EPA).

Tactic 2.1.1: *Launch a Community Liaison Program for the PMI Project to support education and engagement with communities in the Duwamish Valley and South King County.*

Tactic 2.1.2: *Activate four Community Liaisons from the Duwamish Valley and South King County areas to support an inclusive engagement process and activities.*

Tactic 2.1.3: *Collaborate with partners and Port and NWSA staff to host quarterly engagement activities and events to educate Duwamish Valley and South King County Communities about the PMI Project and to gather community feedback through multiple opportunities such as webinars, workshops, boat tours, etc., and to provide regular updates to the PCAT and other Duwamish Valley community partners.*

Tactic 2.1.4: *Improve ongoing engagement and communications with Duwamish Valley and South King County communities by utilizing a digital engagement platform.*

Initiative: *Collaborate with partners, Port of Seattle and Northwest Seaport Environment and Sustainability staff, to advance Port of Seattle’s Maritime Climate and Air Action Plan (MCAAP) Engagement* – Co-develop and implement engagement activities and opportunities for near-port communities in the Duwamish Valley to learn about the actions the ports are taking to reduce air and climate emissions.

Tactic 2.1.1: *Collaborate with partners and Port and NWSA staff to plan annual engagement events and educational activities for Duwamish Valley communities to learn about the ports action plans to reduce and ultimately phase out seaport related emissions by 2050.*

Tactic 2.1.2: *Promote the Clean Air Quarterly to increase annual readership by 10% to keep Duwamish Valley communities informed of ongoing MCAAP progress and updates.*

Tactic 2.1.3: *Collaborate with community partners and Port staff to track and report annual Port investments in community-led clean air and climate educational programs and events in the Duwamish Valley like the Duwamish River Community Coalition Duwamish Valley Clean Air Program (DVCAP).*

Objective 2.2: Port Park and Habitat Restoration Engagement and Outreach

In collaboration with the PCAT, Duwamish Valley community partners, Port staff, public agency and industry partners, this objective is aimed at increasing equitable access to Port parks and habitat restoration sites along the Duwamish River and raising public awareness of the ecology, wildlife, habitat, and ongoing stewardship efforts of the Duwamish River.

Initiative: *Port Parks and Habitat Restoration Sites Engagement* – Provide equitable opportunities for near-port communities to visit, tour, and learn about Port owned shoreline parks in the Duwamish Valley.

Tactic 2.2.1: Promote Port parks and habitat restoration sites as welcoming, accessible and inclusive by planning annual educational events, activities, and tours for Duwamish Valley communities at Port owned shoreline parks along the Duwamish River.

Tactic 2.2.2: Collaborate with partners to track engagement events and educational activities hosted at Port parks and habitat restoration sites to further our understanding of how Duwamish Valley communities utilize Port owned shoreline parks along the Duwamish River.

Tactic 2.2.3: Collaborate with community partners and Port staff to track and report annual Port investments in community-led habitat restoration events and training activities hosted at Port parks such as Duwamish Alive.

Objective 2.3: Duwamish Valley Cleanup Engagement

Initiative: *Support Port-led Duwamish Valley Cleanup Engagement and Outreach* – Support ongoing collaborative efforts to equitably and meaningfully engage with Duwamish Valley near-port communities about Port led cleanup plans in the Duwamish Valley.

- *Tactic 2.3.1: Collaborate with partners and Port staff to plan engagement events and educational activities developed for Duwamish Valley communities to learn about ongoing Port-led remediation projects like T-115 and T108.*
- *Tactic 2.3.2: Collaborate with community partners and Port staff to track and report annual Port investments in Duwamish Valley community-led Duwamish River educational programs and litter cleanup events.*

PHASE 2 (2027 – 2028)

Goal 2 – Healthy Environment and Communities

Objectives	Initiatives & Tactics	Key Performance Indicators
2.1: Clean Air and Climate Change Engagement	<ul style="list-style-type: none"> Fulfill Powering Maritime Innovation Project Engagement and Outreach 	<ul style="list-style-type: none"> Continue to track data of Duwamish Valley community engagement activities through the Community Liaison Program by Q4 2027 Continue quarterly engagement with Duwamish Valley and South King County communities about the PMI project Q4 2027 Continue to track data from digital engagement platform by Q4 2027
	<ul style="list-style-type: none"> Collaborate with partners to advance Port of Seattle’s Maritime Climate and Air Action Plan (MCAAP) Engagement 	<ul style="list-style-type: none"> Continue to host annual community events and educational activities developed for near-port communities in the Duwamish Valley to learn about POS MCAAP by Q4 2027 10% increase of Clean Air Quarterly subscribers by Q4 2027 to keep Duwamish Valley communities informed on annual MCAAP progress Continue to track and report Port investments in Duwamish Valley community-led clean air and climate education programs and events
2.2: Port Park and Habitat Restoration Engagement and Outreach	<ul style="list-style-type: none"> Promote Port Parks and Habitat Restoration Sites 	<ul style="list-style-type: none"> Continue to host community events and educational activities hosted at Port parks and habitat restoration sites for near-port communities in Duwamish Valley by Q4 2027 Continue to track and report engagement event and educational activities hosted at Port parks and habitat restoration sites by Q4 2027 Continue to track and report Port annual investments in Duwamish Valley community-

		led habitat restoration educational programs and activities by Q4 2027
2.3 Duwamish Valley Cleanup Engagement	<ul style="list-style-type: none"> Support Port-led Duwamish Valley Cleanup Engagement and Outreach 	<ul style="list-style-type: none"> Continue to host engagement events and educational activities developed for near port communities to learn about Port-led remediation projects by Q4 2027 Continue to track and report annual Port investments in Duwamish Valley community-led Duwamish River educational programs and litter cleanup events by Q4 2027

Phase 2 (2027 – 2028)

Objective 2.1: Clean Air and Climate Change Engagement

To support community engagement surrounding Clean Air and Climate Change, the DVCEP team is dedicated to fostering education, collaboration, communication, and implementation of programs or projects that reduce air emissions and address climate change impacts. This objective highlights the joint engagement efforts the team aims to meet through collaboration and serving as points of contact between Duwamish Valley community groups and leaders, as well as Port and NWSA environment and sustainability teams.

Initiative: *Launch Clean Ports Powering Maritime Innovation (PMI) Project Engagement and Outreach* – Provide engagement and educational opportunities for near-port communities to learn about the transition to low- and zero-emission maritime fuels through the 18-month PMI project funded by a grant from the U.S. Environmental Protection Agency (EPA).

Tactic 2.1.1 Advance the implementation of a Community Liaison Program for the PMI Project to support education and engagement with communities in the Duwamish Valley and South King County. Identify new engagement opportunities and incorporate process improvements utilizing data and reports from 2026 engagement events and activities.

Tactic 2.1.2: Continue to collaborate with partners and Port and NWSA staff to host quarterly engagement activities and events to educate Duwamish Valley and South King County Communities about the PMI Project and to gather community feedback through multiple opportunities such as webinars, workshops, boat tours, etc., and to provide regular updates to the PCAT and other Duwamish Valley community partners.

Tactic 2.1.3: Identify communication gaps and implement process improvements to further the improvement of ongoing engagement and communications with Duwamish Valley and South King County Communities by utilizing data collected from a digital engagement platform.

Initiative: *Collaborate with partners and Port and NWSA Environment and Sustainability staff to advance Port of Seattle's Maritime Climate and Air Action Plan (MCAAP) Engagement* – co-develop and implement engagement activities and opportunities for near-port communities in the Duwamish Valley to learn about the actions the ports are taking to reduce air and climate emissions.

Tactic 2.1.1: *Identify gaps in engagement opportunities and implement process improvements in collaboration with Port and NWSA staff to host annual engagement events and educational activities for Duwamish Valley communities, to learn about the ports action plans to reduce and ultimately phase out seaport related emissions by 2050.*

Tactic 2.1.2: *Continue to promote the Clean Air Quarterly to increase annual readership by 20% to keep Duwamish Valley near-port communities informed of ongoing CAIP and MCAAP progress and updates. Identify gaps in promotional activities and implement process improvements.*

Tactic 2.1.3: *Continue to collaborate with community partners and Port staff to track and report annual Port investments in community-led clean air and climate educational programs and events in the Duwamish Valley like the Duwamish River Community Coalition Duwamish Valley Clean Air Program (DVCAP).*

Objective 2.2: Port Park and Habitat Restoration Engagement and Outreach

In collaboration with the PCAT, Duwamish Valley community partners, Port staff, public agency and industry partners, this objective is aimed at increasing equitable access to Port parks and habitat restoration sites along the Duwamish River and raising public awareness of the ecology, wildlife, habitat, and ongoing stewardship efforts of the Duwamish River.

Initiative: *Port Parks and Habitat Restoration Sites Engagement* – Provide equitable opportunities for near-port communities to visit, tour, and learn about Port-owned shoreline parks in the Duwamish Valley.

Tactic 2.2.1: Co-develop new opportunities with partners and Port staff to advance the promotion of Port parks and habitat restoration sites as welcoming, accessible and inclusive by hosting annual educational events, activities, and tours for Duwamish Valley communities at Port owned shoreline parks along the Duwamish River.

- *Tactic 2.2.2: Continue to collaborate with community partners and Port staff to track engagement events and educational activities hosted at Port parks and habitat restoration sites, to further our understanding of how Duwamish Valley communities utilize Port owned shoreline parks along the Duwamish River.*

Tactic 2.2.3: Continue to collaborate with community partners and Port staff to track and report Port investments in community-led habitat restoration events and training activities hosted at Port parks such as Duwamish Alive.

Objective 2.3: Duwamish Valley Cleanup Engagement

Initiative: *Support Port-led Duwamish Valley Cleanup Engagement and Outreach* – Support ongoing collaborative efforts to equitably and meaningfully engage with Duwamish Valley near-port communities about the Port’s cleanup efforts in the Duwamish Valley.

- *Tactic 2.2.1: Continue to collaborate with partners and Port staff to host engagement events and educational activities like the Multilingual Duwamish River Boat Tour developed for Duwamish Valley communities to learn about ongoing Duwamish River Superfund cleanup and Port-led remediation projects like T-115 and T-108.*
- *Tactic 2.2.2: Continue to collaborate with community partners and Port staff to track and report annual Port investments in Duwamish Valley community-led Duwamish River educational programs and litter cleanup events.*

Goal 3 – Economic Prosperity in Place

The Port shall support anti-displacement solutions that enable the Duwamish Valley community to thrive in place through equitable access to training, jobs, career pathways, and port-related economic opportunities. The DVCEP will foster collaboration with the community on economic development activities that advance mutually beneficial outcomes. The port’s action areas include, but are not limited to:

- Recruiting and retention
- Youth workforce development
- Adult workforce development
- Economic development
- Support for an equitable, diverse, and green economy

This goal ensures that the Port is proactive in giving both youth and adults exposure and access to Port-related industry job opportunities and investing intentionally in economic development for residents, business owners, and workers in the Duwamish Valley.

The focus areas detailed below reflect the original action areas identified in the CBC. They include continued investment in adult workforce development opportunities through the Duwamish Valley Career Navigator Program; creating a youth workforce education and exploration plan and program; expanding use of the Hub and increasing activation to support economic development; coordinating existing Port resources and partnerships to support small businesses in the Duwamish Valley; and increasing applications from and awards to organizations in the Duwamish Valley for South King and Port Communities Funding opportunities.

As noted above, Phase 3 is currently left open and will be updated after the completion of Phase 1. This was done to allow for continued community engagement, planning, and evaluation of the efforts and success of Phase 1, with the intention of populating Phase 3 to include actions and focus areas that will be pushed out due to unforeseen challenges and to allow for priorities to evolve over time.

PHASE 1 (2026 – 2027)		
Goal 3 – Economic Prosperity in Place		
Objectives	Initiatives & Tactics	Key Performance Indicators
3.1: Continued investment in Adult Workforce Development	<ul style="list-style-type: none"> 3.1.1: Career Navigation Program outreach and services 	<ul style="list-style-type: none"> Benchmark the number of community events attended by career navigators Benchmark the number of DV community members placed in training programs & employment Benchmark the number of DV community member provided wraparound services Benchmark the number of DV community members with ongoing retention services after employment placement
	<ul style="list-style-type: none"> 3.1.2: Port-sponsored Workforce Development events 	<ul style="list-style-type: none"> Benchmark the number of port-sponsored or hosted career fairs, workshops, networking events, for the Duwamish Valley community
	<ul style="list-style-type: none"> 3.1.3: Duwamish Valley Community Participation in workforce development programs 	<ul style="list-style-type: none"> Benchmark the percentage of participants from the 98108 zip code (which includes the Duwamish Valley) who participate in Port Jobs, Maritime Career Launch, and the Construction Trades Pre-Apprenticeship, Placement & Retention
	<ul style="list-style-type: none"> 3.1.4: Partnership with City of Seattle 	<ul style="list-style-type: none"> Benchmark the number of city-sponsored career navigation events and services offered at the Hub Benchmark the number of appointments and walk-ins utilizing City and Port career services offered at the Hub Benchmark the number of Port-City joint events supporting career services at the Hub

3.2: Create a Youth Workforce Education and Exposure plan and program	<ul style="list-style-type: none"> 3.2.1: Partner with HR to support Duwamish Valley youth participation in summer High School Internship program 	<ul style="list-style-type: none"> Benchmark number of DV-specific info sessions and application workshops Increased applications from DV youth (YoY increase from 2025) Offer minimum of two intern spots for applicants from 98108 zip code Increased acceptance (number and rate YoY) of DV youth (from 2025)
	<ul style="list-style-type: none"> 3.2.2: Pilot program for Port-related career field trips for Duwamish Valley youth 	<ul style="list-style-type: none"> Create "menu" of options for field trips and experiential learning opportunities Pilot a minimum of two field trip opportunities with youth-serving organizations in the DV and/or schools that serve students in the DV
	<ul style="list-style-type: none"> 3.2.3: Curate list of port-related industry education and exploration opportunities for youth under 18 	<ul style="list-style-type: none"> Create a list of learning resources, internships, summer programs, and educational opportunities for port-related industry work for youth under 18 Publish list on DVCEP webpage and update regularly
3.3: Coordinate existing port resources and partnerships to support small businesses in the Duwamish Valley	<ul style="list-style-type: none"> 3.3.1: Meet with small business leaders in the DV and scope needs and uses of Hub and POS partnership opportunities 	<ul style="list-style-type: none"> Conduct gap analysis to understand current needs of small businesses in the DV, current resources offered by the Port and other partners, and gaps in offerings that need to be filled Scope uses of the Hub that can support small businesses to fill identified gaps in services Pilot Port-sponsored small business support and resource offerings at the Hub Benchmark the number and variety of small business support and resource offerings at the Hub Create self-service resource for businesses that consolidate current offerings in and for the DV small business community
	<ul style="list-style-type: none"> 3.3.2: Inventory Port contracting and vendor opportunities in the Duwamish Valley 	<ul style="list-style-type: none"> Benchmark the number of active contracts and vendors from Duwamish Valley businesses Inventory current Port offerings that support contracting and vending opportunities

<p>3.4: Increase applications from and awards to organizations in the DV for South King Port Community Funding opportunities</p>	<ul style="list-style-type: none"> • 3.4.1: Expand South King and Port Communities Fund Economic Opportunities Program to include the Duwamish Valley 	<ul style="list-style-type: none"> • Benchmark number of information sessions in the Duwamish Valley • Benchmark number of applications from organizations based in or that serve the Duwamish Valley • Benchmark number of awardees from organizations based in or that serve the Duwamish Valley
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Phase 1 (2026 – 2027)

Objective 3.1: Continued Investment in Adult Workforce Development

This objective focuses on the next iteration of the Port’s investment in workforce development initiatives in the Duwamish Valley, specifically aimed at adult workforce development and training programs that prepare community members for opportunities in port-related industries like aviation, maritime, construction and green jobs.

Tactic 3.1.1: Career Navigation Program outreach and services. The Port of Seattle launched [Duwamish Valley Career Navigation](#) services to help connect job seekers to port-related industries opportunities and provide clear, equitable pathways to family-wage careers. Through personalized coaching with wraparound support — including help with training and application costs, work gear, and transportation — the program gives job seekers the tools and resources to succeed. Launched in the winter of 2025, the focus for 2026 is setting benchmark metrics for the number of appointments set with career navigators through weekly office hours, attending community events to extend outreach in the community, tracking the number of Duwamish Valley community members placed in training programs and employment and provided with other wraparound services, and eventually to track ongoing retention of community members placed in jobs.

Tactic 3.1.2: Port-sponsored workforce development events. To support the career navigation program and build out the Port’s workforce development efforts in the Duwamish Valley, the DVCEP and Workforce Development teams will attend and host events like career and hiring fairs, resume and interview workshops, networking events, and other offerings catered specifically to the needs of community members in Georgetown and South Park.

Tactic 3.1.3: Duwamish Valley Community Participation in Workforce Development Programs. The Port’s Workforce Development team has several programs that help jobseekers enter port-related careers. These include the Duwamish Valley Career Navigator program (Tactic 3.1.1) as well as Port Jobs, Maritime Career Launch, and construction pre-apprenticeships. Port Jobs is a contracted non-profit partnership that serves a triple bottom line of employers, SEA workers and job seekers by providing a range of high-quality workforce development services focused on introducing pathways to meaningful employment and career advancement opportunities at SEA Airport. The Maritime Career Launch is a Port-led partnership between Seattle College's Maritime Shipyard Welding Certificate Program and workforce and community partners to recruit participants interested in shoreside maritime careers, support them through training, and connect them to job opportunities through dedicated employer coordination and engagement. The Construction pre-apprenticeship, placement and retention program partners provide unemployed and under-employed King County residents with construction readiness training, certifications job placement services and wraparound supports including after starting construction work. Port staff will conduct targeted outreach to Duwamish Valley residents and leverage Duwamish Valley Career Navigators to enroll more Duwamish Valley community members into these programs, with the goal of increasing participation over time.

Tactic 3.1.4: Partnership with City of Seattle. Through the partnership agreement with the City of Seattle’s Duwamish Valley Program (see Goal 1, Initiative 1.3.3), the DVCEP and

Duwamish Valley Program will explore hosting both city-sponsored and Port/city-organized career navigation events and services at the Hub. By offering services sponsored and organized through the City of Seattle, in addition to those offered by the Port, we can increase activation of the space and realize the original intent of the space to serve as an economic development hub for the community. We will also be able to offer a broader array of wraparound services and career opportunities, serve more community members with increased capacity and resources, and draw upon programs offered through multiple organizations and government entities.

Objective 3.2: Create a Youth Workforce Education and Exploration Plan and Program

By investing in programmatic support and opportunities for youth under the age of 18 in the Duwamish Valley, this objective brings stronger emphasis on investing in youth workforce development opportunities that prepare young people in the community for port-related career pathways through field trips that expose youth to port-related industry careers, educational programs, professional development support, as well as outreach and career building training opportunities.

Tactic 3.2.1: Partner with HR to support Duwamish Valley youth participation in summer High School internship program. Community members and leaders of youth-serving organizations in the Duwamish Valley voiced their concerns about a lack of representation from Duwamish Valley youth in the Port's high school internship program during the summer of 2025. In response, the DVCEP team has worked closely with schools that serve Duwamish Valley youth, youth-serving organizations like the Duwamish Valley Youth Corps and Duwamish Valley Sustainability Association, and the Port's HR team to do more proactive outreach; host information sessions and application workshops; post a word version of the application several weeks in advance of the online application opening; and more in an effort to increase applications from eligible youth in the Duwamish Valley. The Port will be tracking applications and acceptance rates for applicants from the Duwamish Valley and has also reserved a minimum of two spots in the internship program for youth from the 98108 in recognition of the Port's unique relationship and commitment to the Duwamish Valley.

Tactic 3.2.2: Pilot program for Port-related career field trips for Duwamish Valley youth. DVCEP staff have partnered closely with PCAT members to host community listening sessions with youth under 18, youth serving organizations, school faculty and staff, and parents to better understand the needs and opportunities for youth to get exposure to port-related industry career pathways and opportunities. One of the clear needs and core ideas identified by this group was for Port-sponsored and organized field trip opportunities for students. To meet these demands, DVCEP staff will partner with Chief Sealth High School and several youth-serving organizations in the Duwamish Valley to pilot some initial field trips, with the goal of increasing the number and variety of field trip opportunities year over year.

Tactic 3.2.3: Curate list of port-related industry education and exploration opportunities for youth under 18. The other need identified through the community listening sessions was for field trips to be paired with information about education and job experience opportunities relevant and accessible to young people under the age of 18. To meet this demand, DVCEP staff partnered with the Port's winter High School internship cohort from Maritime High School to create a list of port-related education and exploration opportunities that include

field trip ideas, internships, pre-apprenticeship and training programs, specialized education like Maritime and Aviation high school, summer camps, and other opportunities for young people to explore opportunities in the fields of aviation, maritime, construction and green jobs. The goal is to pair relevant opportunities with each field trip offering and make the full list available online for accessibility and easy reference.

Objective 3.3: Coordinate Existing Port Resources and Partnerships to Support Small Business in the Duwamish Valley

To better support small businesses and vendors in the Duwamish Valley, this objective aims at building a network of resources for existing businesses and entrepreneurs that could support resilience against displacement and cultivate new business ventures.

Tactic 3.3.1: Meet with small business leaders in the Duwamish Valley and scope needs and uses of Hub and POS partnership opportunities. To begin, DVCEP staff will conduct a gap analysis to understand the current needs of small businesses in the Duwamish Valley, current resources offered directly by the Port and through its partners, and what resources and support are missing. Based on these identified opportunities, DVCEP staff will work with internal and external partners to tailor new resources for small businesses and support services offered at the Hub that meet community needs.

Tactic 3.3.2: Inventory Port contracting and vendor opportunities in the Duwamish Valley. The Port has a vast array of contract and vendor opportunities and while these opportunities are publicly available, there are opportunities to connect small businesses and vendors in the Duwamish Valley more directly when requests for information or proposals go out. To understand the current state and set more specific goals, DVCEP staff will begin by working with the Port's Economic Development and Procurement teams to see how many active contracts and vendor opportunities are currently with businesses in the Duwamish Valley. Staff will also inventory current offerings and resources at the Port that advertise and support access to contracting and vending opportunities and determine what we can make more consistently available to the business community in Georgetown and South Park. The goal will be to connect businesses more directly to these services and others in Phase 2.

Objective 3.4: Increase Applications from and Awards to Organizations in the Duwamish Valley for South King and Port Communities Funding Opportunities

The South King and Port Communities Fund directs resources to historically underserved, diverse communities identified by the Port's Equity Index, now including the Duwamish Valley. This objective is advanced through the Economic Opportunities for Communities Program, supporting community-driven pathways to living-wage careers in aviation, construction trades, green jobs, and maritime sectors.

Tactic 3.4.1: Expand South King and Port Communities Fund Economic Opportunities Program to include the Duwamish Valley. After concerted community effort, in 2026 the SKPCF was expanded to include several new geographic areas, including the Duwamish Valley. To ensure that community partners that work in and support the Duwamish Valley are aware of and have access to this funding opportunity, the DVCEP team will work closely with SKPCF staff to advertise and host information sessions in the Duwamish Valley so

organizations can learn more about the Economic Opportunities Program and how to apply. Staff will track the number of applications and awardees from organizations that are based in and/or support the Duwamish Valley community every year to ensure equitable representation.



PHASE 2 (2027 – 2028)		
Goal 3 – Economic Prosperity in Place		
Objectives	Tactics/Initiatives	KPIs
3.1: Continued investment in Adult Workforce Development	<ul style="list-style-type: none"> 3.1.1: Duwamish Valley Career Navigator Program 	<ul style="list-style-type: none"> Increase the number of community events attended by career navigators Year over year increase in the number of DV community members placed in training programs & employment Year over year increase in the number of DV community members provided wraparound services Year over year increase in the number of DV community members with ongoing retention services after employment placement Evaluation of program effectiveness Evaluation of overall program effectiveness and impact Commission briefing with proposal for next phase of program and request for new contract funds
	<ul style="list-style-type: none"> 3.1.2: Expansion of City of Seattle economic development and workforce development services offered at Hub 	<ul style="list-style-type: none"> Add new city-sponsored programs and services supporting economic development and workforce development, beyond pilot year offerings Year over year increase in the number of economic development and workforce development events and services offered at the Hub Year over year increase in the number of appointments and walk-ins utilizing City and Port economic development and workforce development services offered at the Hub Year over year increase in the number of Port-City joint events supporting economic development and workforce development services at the Hub

	<ul style="list-style-type: none"> 3.1.3: Duwamish Valley Community Participation in workforce development programs 	<ul style="list-style-type: none"> Increase percentage of participants from the 98108 zip code (which includes the Duwamish Valley) who participate in Port Jobs, Maritime Career Launch, and the Construction Trades Pre-Apprenticeship, Placement & Retention
	<ul style="list-style-type: none"> 3.1.4: King County Workforce Development Partnership 	<ul style="list-style-type: none"> Develop contacts and relationships with King County Economic Development office Inventory offerings by KCED and include in gap analysis from Phase 1, Tactic 3.3.1 Partner with KCED to offer resources and services at the Hub
3.2: Create a Youth Workforce Education and Exploration plan and program	<ul style="list-style-type: none"> 3.2.1: Port-Related Career Field Trip Program 	<ul style="list-style-type: none"> Increase in the number of school partners for field trips Offer 3-5 field trips (increased from two in 2026) Increase in student participation year over year
	<ul style="list-style-type: none"> 3.2.2: Offer Port-Related Career Resources for DV Youth Programs 	<ul style="list-style-type: none"> Offer port-related career presentations, information, and resources for youth programs Pilot resources with youth-serving partner organizations by offering one port-supported session per cohort based on interest and availability; increase offerings year over year
	<ul style="list-style-type: none"> 3.2.3: Maritime High School support 	<ul style="list-style-type: none"> Investigate opportunities to support access to the Duwamish River for Maritime High School students Work with Maritime High School staff and Duwamish Valley partners to address accessibility and increase enrollment of students from the DV
3.3: Coordinate existing port resources and partnerships to support small businesses in the Duwamish Valley	<ul style="list-style-type: none"> 3.3.1: Increase Port small business, contracting and vendor support services for Duwamish Valley small businesses 	<ul style="list-style-type: none"> Tailor existing Port resources for contract and vendor opportunities to meet needs of Duwamish Valley businesses Benchmark targeted outreach, information, and support services for Port contracting and vendor opportunities to the Duwamish Valley Benchmark number of workshops and drop-in support sessions offered

		<ul style="list-style-type: none"> • Benchmark number of attendees • Benchmark number of small businesses served • Increase the number of active contracts and vendors from Duwamish Valley businesses
	<ul style="list-style-type: none"> • 3.3.2: Expand small business resources offered at the Hub through partnerships 	<ul style="list-style-type: none"> • Increase the number and variety of small business support and resources offerings at the Hub
<p>3.4: Increase applications from and awards to organizations in the DV for South King Port Community Funding opportunities</p>	<ul style="list-style-type: none"> • 3.4.1: Increase representation of Duwamish Valley organizations in South King Port Community Economic Opportunities Fund 	<ul style="list-style-type: none"> • Increase number of information sessions in the Duwamish Valley • Increase number of applications from organizations based in or that serve the Duwamish Valley • Increase number of awardees from organizations based in or that serve the Duwamish Valley

Phase 2 (2027 – 2028)

Objective 3.1: Adult Workforce Development

This objective focuses on the next iteration of the Port’s investment in workforce development initiatives in the Duwamish Valley, specifically aimed at adult workforce development and training programs that prepare community members for opportunities in port-related industries like aviation, maritime, green industries and skilled trades.

Tactic 3.1.1: Duwamish Valley Career Navigator Program. This program will be entering its third year in the winter of 2027, which will launch a comprehensive evaluation of the program’s effectiveness and impact on job seekers in the Duwamish Valley. Based on the outcome of this evaluation, the Workforce Development team and DVCEP team will create a proposal for the next iteration of the program, present this to Commission, and request funding for a new contract.

Tactic 3.1.2: Expansion of City of Seattle economic development and workforce development services offered at Hub. At the conclusion of initial MOA with the City of Seattle, Port DVCEP staff and City of Seattle Duwamish Valley Program staff will analyze the data collected during the one-year pilot, share outcome data with Port and City leadership teams, and – hopefully – extend the MOA to grow the partnership between the Port and the City in the Duwamish Valley and continue to expand the economic and workforce programs and services offered at the Hub.

Tactic 3.1.3: Duwamish Valley Community Participation in workforce development programs. With targeted outreach efforts, support for Duwamish Valley Career Navigators, and in concert with the other adult workforce development efforts under this objective, Port staff will endeavor to increase participation from the 98108-zip code (which includes the Duwamish Valley) in the Port Jobs, Maritime Career Launch, and construction pre-apprenticeship programs over time.

Tactic 3.1.4: King County Workforce Development Partnership. In addition to partnering with the City of Seattle, there are opportunities for the Port to work more with King County and explore partnership opportunities around the Port and the County’s shared economic development goals. In addition to developing contacts and relationships with King County Economic Development (KCED) staff, DVCEP staff will also build upon the gap analysis conducted in Phase 1 (Tactic 3.3.1) and learn about the services, programs and support offerings through KCED and determine if there are opportunities to offer these services at the Hub to meet the needs of the business community in the Duwamish Valley.

Objective 3.2: Youth Workforce Education and Exploration

By providing more programmatic support and opportunities for youth under the age of 18 in the Duwamish Valley, this objective brings stronger emphasis on investing in youth workforce development programs that prepare youth in the community for port-related careers pathways through professional development support, educational programs as well as outreach and career building training.

Tactic 3.2.1: Port-Related Career Field Trip Program. To build upon the work in Phase 1, DVCEP staff will continue to build relationships with schools that serve the Duwamish Valley

community and explore opportunities to offer port-related field trips, with the goal of increasing the total number of field trips offered to students in the Duwamish Valley.

Tactic 3.2.2: Offer Port-Related Career Curriculum for Duwamish Valley Youth Programs. To compliment field trip offerings, DVCEP staff will also work with youth-serving organizations and schools to research existing port-related career curriculum and modify it to meet the needs and interests of students in the Duwamish Valley. Based on interest and availability, DVCEP staff will work with youth-serving partners to offer one session using the port-related career curriculum each quarter.

Tactic 3.2.3: Maritime High School Support. Community members made clear through the development of the DVCEP strategic plan that there is interest and desire to invest in making Maritime High School more accessible for students in the Duwamish Valley. As of 2026, lack of awareness and access to transportation to Des Moines (where the Maritime High School campus is currently located) were cited as the main barriers for students in the Duwamish Valley. DVCEP staff will work with Maritime High School staff, community partners, youth, City of Seattle staff, and Port staff and leadership to explore ideas on how to address and mitigate these barriers in service of increase accessibility and enrollment of students from the Duwamish Valley in Maritime High School.

Objective 3.3: Small Business Support in Duwamish Valley

To better support small businesses and vendors in the Duwamish Valley, this objective aims at building a network of resources for existing businesses and entrepreneurs that could support resilience against displacement and cultivate new business ventures.

Tactic 3.3.1: Increase Port small business, contracting and vendor support services for Duwamish Valley small businesses. To build on Phase 1, Tactic 3.3.2 and address the gaps identified in Phase 1, Tactic 3.3.1, DVCEP staff will work closely with the Port's Economic Development Department to tailor existing Port offerings to the specific needs of business leaders in the Duwamish Valley. Staff will conduct targeted outreach to share information and offer support services to help small businesses access Port contracting and vendor opportunities. Staff will benchmark the number of workshops and drop-in support sessions, attendees, and small businesses served with the goal of increasing the number of active contracts and vendors from the Duwamish Valley doing business with the Port.

Tactic 3.3.2: Expand small business resources offered at the Hub through partnerships. Through the partnerships developed with the City of Seattle's and King County's economic development offices, staff will increase the total number and variety of small business support services and resources offered at the Hub.

Objective 3.4: Increase Applications from and Awards to Organizations in the Duwamish Valley for South King Port Community Funding Opportunities

The South King and Port Communities Fund directs resources to historically underserved, diverse communities identified by the Port's Equity Index, now including the Duwamish Valley. This objective is advanced through the Economic Opportunities for Communities Program, supporting community-driven pathways to living-wage careers in aviation, construction trades, green jobs, and maritime sectors.


Tactic 3.4.1: Increase representation of Duwamish Valley organizations in South King Port Community Economic Opportunities Fund. To build upon the benchmark set in 2026, DVCEP staff will work with SKPCF staff to increase the number of information sessions and targeted outreach to organizations in the Duwamish Valley to build awareness of the Economic Opportunities Fund and increase applications and awardees from the Duwamish Valley in the second expansion year.

NEXT STEPS


Learn about Port parks
in the Duwamish Valley!

Port
of Seattle


SBƏQ'WA? PARK AND SHORELINE HABITAT




sbəq'wa? (s-bah-qwah) is a Lushootseed word that means great blue heron.




sbəq'wa? Park and Shoreline Habitat, previously called Terminal 108/Diagonal Park, is a small, protected area perfect for watching tugboat activities or having a picnic. Notably, it is one of approximately 12 habitat migration areas along the river.

 To hear the pronunciation of this word and learn more of the park's history, check out this QR code!


TATTAUCID PARK AND SHORELINE HABITAT




tattaucid (t-ahth-t-ahth-oots-eed) is a Lushootseed word for when there is dead timber located above a trail.



Formerly known as 8th Ave South Street End, **tattaucid Park and Shoreline Habitat** is a 17,500 square-foot area located in South Park and a popular lunch spot. The large gears decorating this park are recycled from the Fremont Bridge.

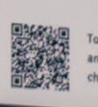
 To hear the pronunciation of this word and learn more of the park's history, check out this QR code!

HO?APUS VILLAGE PARK AND SHORELINE HABITAT




ho?apus (ho-ah-poos) is the Lushootseed name for a specific stream that drains into Duwamish River.


Previously known as Terminal 107 Park, **ho?apus Village Park and Shoreline Habitat** is an important archaeological, cultural, and ecological site on the shores of the Duwamish River. It offers over seven acres of native landscape along the vibrant shoreline.

 To hear the pronunciation of this word and learn more of the park's history, check out this QR code!


TU?ƏLALT'X' VILLAGE PARK AND SHORELINE HABITAT




tə?əlt'x' (t-oo-ah-lal-too-wx) is a Lushootseed word meaning "Herring's House".




tə?əlt'x' Village Park and Shoreline Habitat, formerly known as Terminal 105 Park, offers a 50-foot fishing pier and a sweeping view of the Duwamish River estuary. Additionally, the park has 220 feet of shoreline access.

 To hear the pronunciation of this word and learn more of the park's history, check out this QR code!


SALMON COVE PARK AND SHORELINE HABITAT



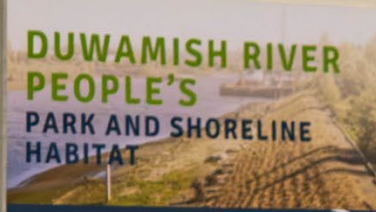
Salmon Cove is an oasis for migratory fish and other wildlife.



Salmon Cove Park and Shoreline Habitat, previously called Turning Basin #3, offers access to a vibrant shoreline and the northernmost end of the Green River Trail. In the Spring, five species of juvenile salmon use this site as resting grounds.

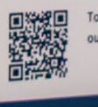
 To learn more of the park's history, check out this QR code!

DUWAMISH RIVER PEOPLE'S PARK AND SHORELINE HABITAT



Duwamish is the english word for dx'əw'əb5, which means "people of the inside."

The Duwamish River People's Park was completed in 2022 and restored 14 acres of habitat and shoreline access. This park is located on the Indigenous water-related place t(ə)g'əlb, referring to an abandoned or old river channel.

 To learn more of the park's history, check out this QR code!

Next Steps

This plan is intended to be a living document that will be updated annually. Progress against the objectives and KPIs in each phase will be reported on each year. Phases 2 and 3 will be updated based on the progress, challenges, and changes of the previous year and will be responsive to evolving community needs, priorities, and feedback.

Step 1: Develop Performance Tracking & Tactical Implementation Tools

To support consistent progress monitoring, the DVCEP team will develop a unified dashboard and tracking system that brings together key performance indicators (KPIs) and tactical implementation details. These systems will help teams assign responsibilities, set timelines and track progress across all tactics. By integrating KPIs and tactical tables into a single tool, teams can more easily monitor performance, adjust strategies and ensure alignment with DVCEP goals. This approach also strengthens transparency, supports ongoing communication with community members and stakeholders, and reinforces the DVCEP's commitment to equitable engagement throughout implementation.

Step 3: Conduct and Publish Annual Reviews

The DVCEP team will conduct an annual review to assess progress toward goals, adjust timelines, and document key accomplishments and challenges. As part of this process, the team will provide an annual report to the Port Commission summarizing implementation efforts from the prior year and share an annual update with the community using equitable engagement best practices. These reviews ensure transparency, accountability, and continued alignment with community priorities.

Step 4: Conduct Annual Strategic Plan Review

A strategic plan should be viewed as a living document. As objectives are accomplished, goals are achieved, and the Port's objectives change, staff will review and adjust the overall strategic plan and update subsequent phases of the plan accordingly.

This document was prepared by the Port of Seattle Strategic Planning team, Mary Van Biber and Dominic Javar, in 2026.



Duwamish Valley Community Equity Program

Charmila Ajmera
Sr. Program Manager
Duwamish Valley Engagement

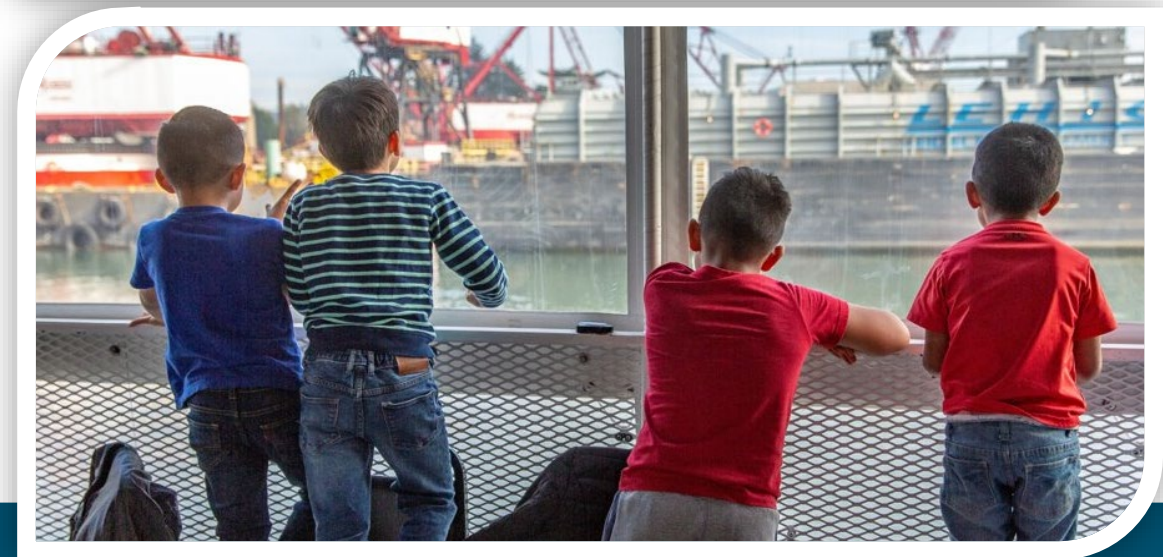
Jose Chibertoni
Sr. Program Manager
Maritime Environmental
Engagement

Priya Marita Diaz
PCAT Member



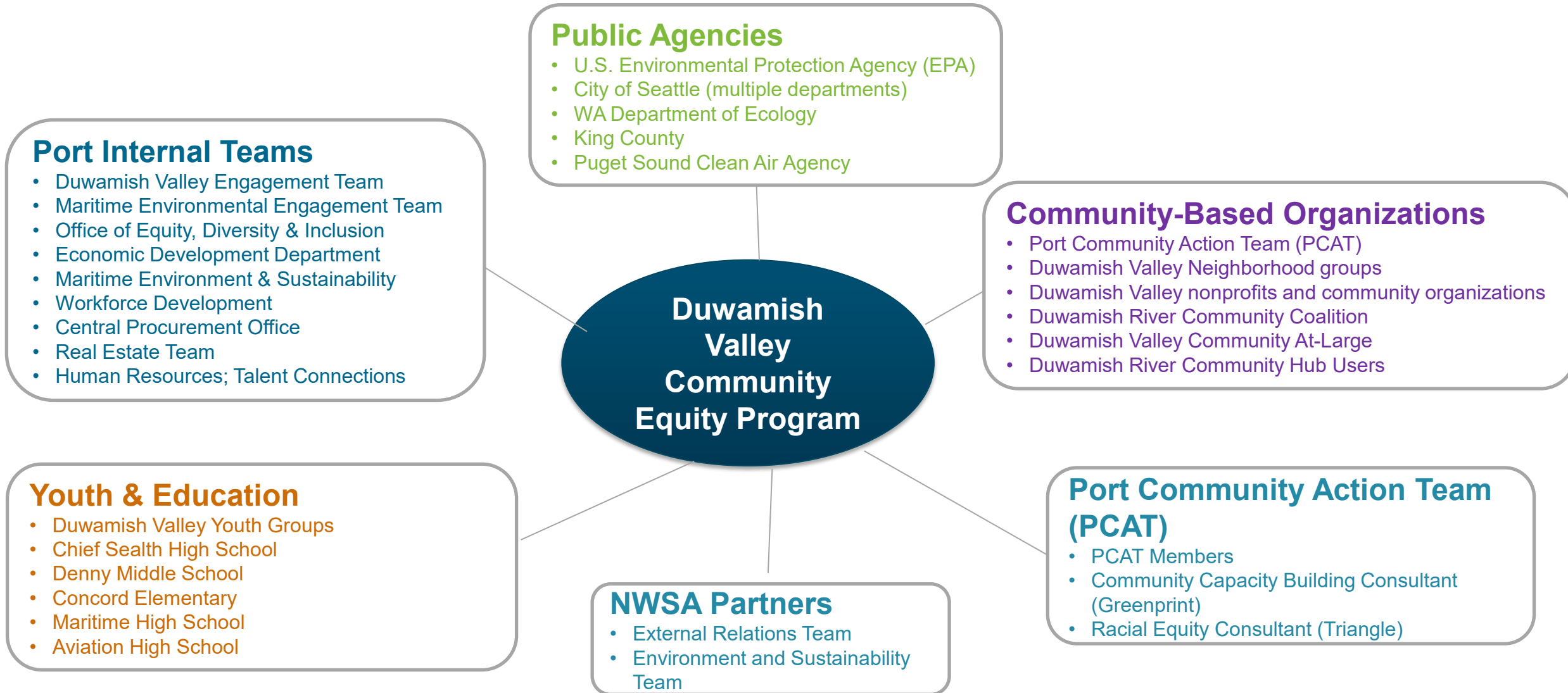
Agenda

- Port Community Action Team (PCAT) Update
- DVCEP 2026-2029 Strategic Plan
- Duwamish River Community Hub



Duwamish Valley Community Equity Program

An ecosystem of internal teams, agency partners, community organizations, and youth



Port Community Action Team (PCAT)



Port Community Action Team (PCAT)

- 11 members
 - 2-3 years of service
- Members live, work, play or pray in the Duwamish Valley
- **Committees:**
 - Community Engagement
 - Environmental Stewardship
 - Workforce Development
 - Governance
 - Leads
 - Budget



DVCEP 2026 – 2029 Strategic Plan



Community Input Process

- Ongoing ~ POS staff, neighbors, CBOs, community & government partners
- Updates at community gatherings
- PCAT-hosted Community Connections
- Hub visioning sessions
- Alignment with community research, resources, plans
- Strategic Planning presentations and open house



2022 – 2025 | Goal 1: Community and Port Capacity Building for Ongoing Collaboration

- New cohort of PCAT members
- PCAT members joined Port Community Engagement
- Position dedicated to Duwamish Valley Engagement
- 786 events at the Hub from 2023-2025
- 195 events and organizational sponsorships
- 5th anniversary celebration of the DVCEP and PCAT
- PCAT Community Capacity Building and Racial Equity Training Contracts



2026 – 2029 | Goal 1: Community and Port Capacity Building for Ongoing Collaboration

- Objective 1: Build a comprehensive, language accessible DVCEP **Communications Strategy**
- Objective 2: Support PCAT **organizational capacity building** for longevity and recruitment efforts
- Objective 3: **Expand use of the DRCH** to build community and port capacity



2022 – 2025 | Goal 2: Healthy Environment and Communities

- King Tide Flood Relief and Resource Center at Hub
- Grand opening and community celebration of the Duwamish River People's Park and Shoreline Habitat
- Public engagement on development of the Port Parks Management Strategy
- Truck and Bike Safety Fair with NWSA and Bike Works



2026 – 2029 | Goal 2: Healthy Environment and Communities

Objective 1: Clean Air and Climate Change Education and Engagement

Objective 2: Port Parks and Habitat Restoration Engagement and Outreach

Objective 3: Duwamish Valley Cleanup Engagement



2022 – 2025 | Goal 3: Economic Prosperity in Place

- Duwamish Valley Green Jobs Program
 - 8 cohorts of trainees
 - 44 youth served
 - 43 adults served
- Duwamish Valley Career Navigator Program launch with OEDI
- South King and Port Communities Fund expanded Duwamish Valley



2026 – 2029 | Goal 3: Economic Prosperity in Place

Objective 1: Investment in **Adult Workforce Development**

Objective 2: Create **Youth Workforce Education** and Exploration plan/program

Objective 3: Coordinate port resources and partnerships to **support small businesses**

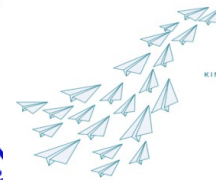
Objective 4: Increase applications from and awards to organizations for **South King and Port Communities Fund**



Duwamish River Community Hub



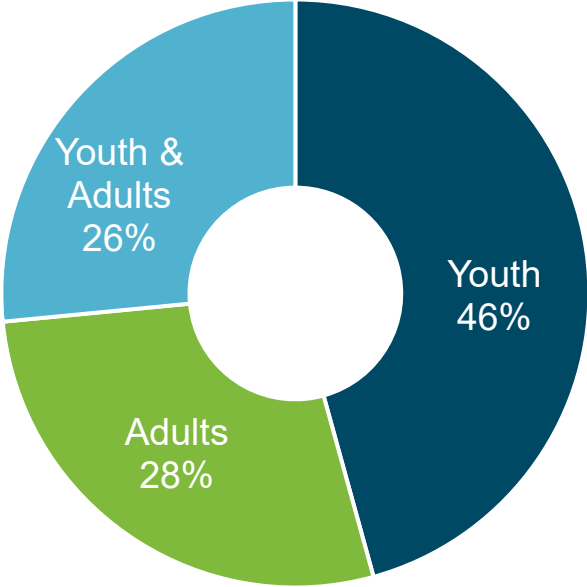
Duwamish River Community Hub



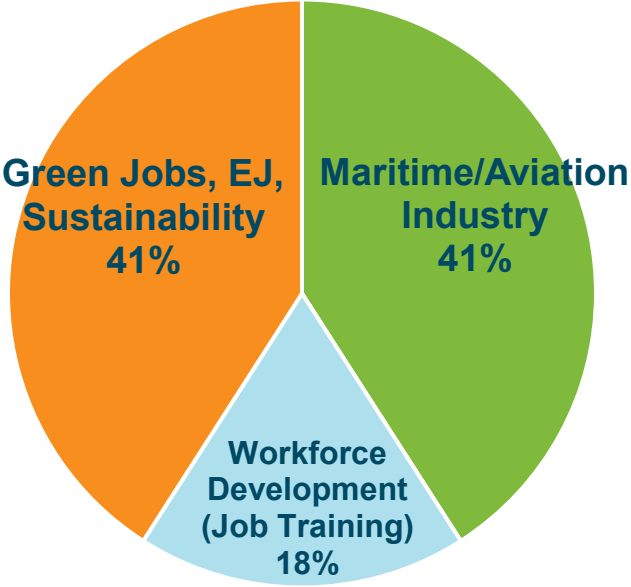
How the Hub is Used

- **290** bookings, 90% external users in 2025
- Total of **1,087** hours
- **21** unique users
 - 4 “super users”
- **46%** of all Hub bookings served youth
- Over **1,000** events hosted

Percent of Hub Bookings Serving Youth, Adults, and Youth and Adults in 2025

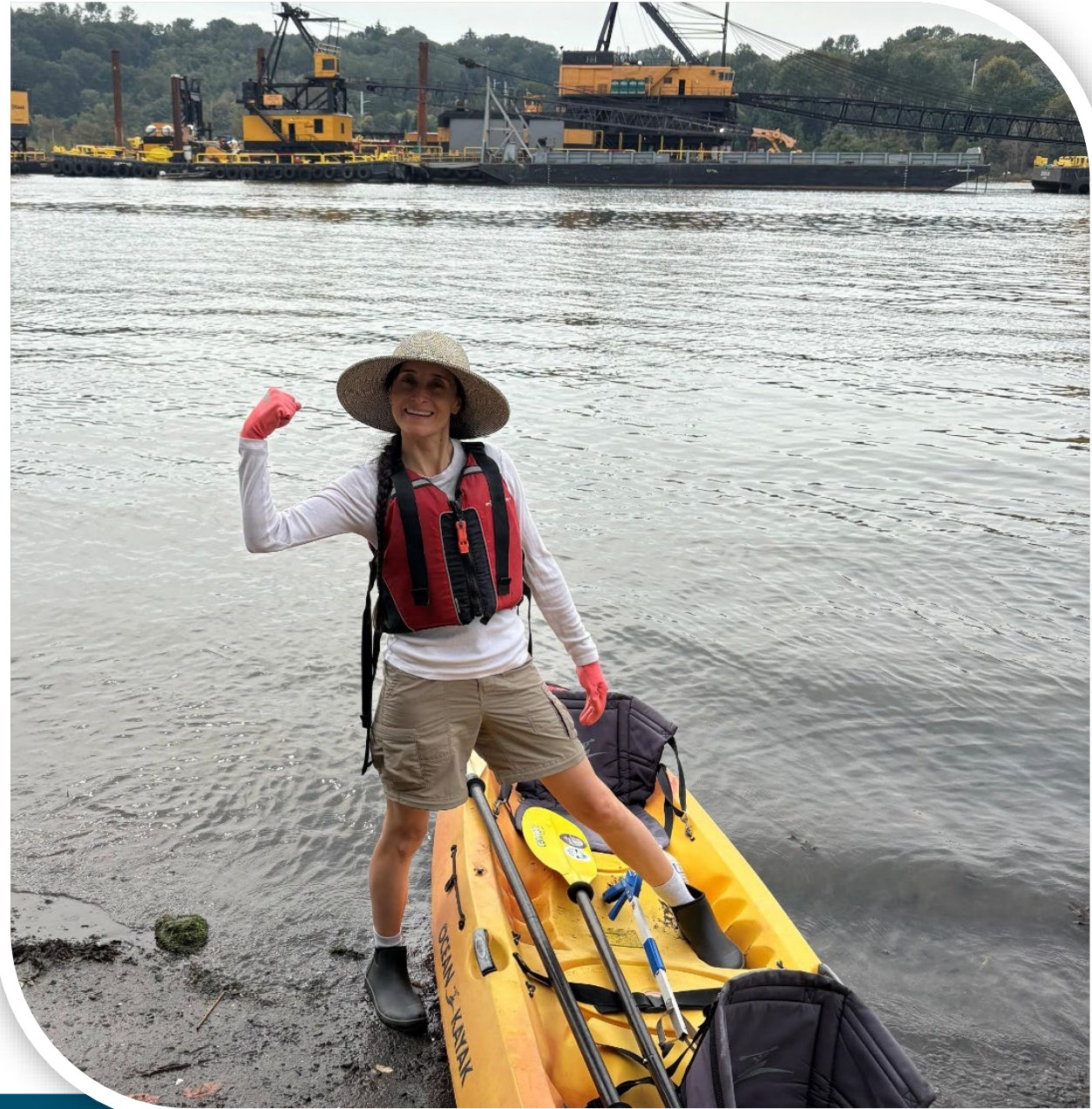


Percent of Hub Bookings Connected to Port-related Career Pathways



What's Next

- Finalize and share 3-year strategic plan with partners and community
- Implement phase 1 and track KPIs and outcomes for 2026-2027 annual report






THANK YOU!

Appendix

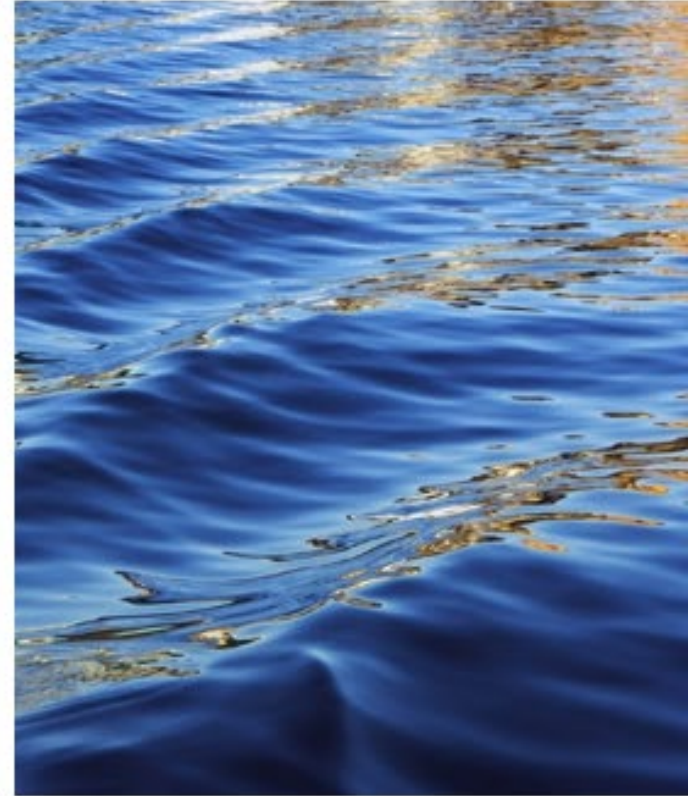
Goals | Purpose | Action Areas

Goals	Purpose/Driver	Action Areas for 2026 - 2029
<p>Goal 1: Community and Port Capacity Building for Ongoing Collaboration</p>	<p>Building shared Port–Community capacity to advance equity by supporting community leadership, collaboration, and data-driven, inclusive engagement.</p>	<p><u>OBJ. 1:</u> Build a comprehensive, language accessible DVCEP Communications Strategy</p> <p><u>OBJ. 2:</u> Support PCAT organizational capacity building for longevity and recruitment efforts</p> <p><u>OBJ. 3:</u> Expand use of the DRCH to build community and port capacity</p>
<p>Goal 2: Healthy Environment and Communities</p>	<p>Supporting community-driven collaboration to address climate and environmental health impacts by focusing on areas such as air quality, truck traffic, noise, greenspace, and water quality.</p>	<p><u>OBJ. 1:</u> Clean Air and Climate Change Education and Engagement</p> <p><u>OBJ. 2:</u> Port Parks and Habitat Restoration Engagement and Outreach</p> <p><u>OBJ. 3:</u> Duwamish Valley Cleanup Engagement</p>
<p>Goal 3: Economic Prosperity in Place</p>	<p>Partnering with the community to support anti-displacement and expand equitable access to training, jobs, and economic opportunities through efforts in workforce development, recruitment, and building a diverse, green economy.</p>	<p><u>OBJ. 1:</u> Continued investment in adult workforce development</p> <p><u>OBJ. 2:</u> Create a Youth Workforce Education and Exposure plan and program</p> <p><u>OBJ. 3:</u> Coordinate existing port resources and partnerships to support small businesses in the Duwamish Valley</p> <p><u>OBJ. 4:</u> Increase applications from and awards to organizations in the DV for South King and Port Communities Fund opportunities</p>



Community and Port Capacity Building for Ongoing Collaboration

Goal 1



Phase 1 (2026-2027)

Communication Strategy	PCAT Capacity Building	Expanding Hub Use
<ul style="list-style-type: none"> Website user experience and accessibility for the DVCEP, PCAT and Hub websites Quarterly DVCEP newsletter 	<ul style="list-style-type: none"> IDT meetings and touchpoints for PCAT with Port staff PCAT committee priorities and annual work plans PCAT governance charter PCAT job description, membership and compensation structure 	<ul style="list-style-type: none"> Increase Hub activation through promotional campaign, new partnerships Hub renovations to better meet needs Partnership with City of Seattle Duwamish Valley Program

Phase 2 (2027-2028)

<ul style="list-style-type: none"> Social media strategy Outreach plan for cross-departmental Port career opportunities 	<ul style="list-style-type: none"> Process for recruiting / onboarding new PCAT members PCAT community engagement Increase PCAT participation in Port advisory opportunities 	<ul style="list-style-type: none"> Renovations to existing Hub Long-term planning for Port space in the DV Extend partnership agreement with City of Seattle
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Healthy Environment and Communities

Goal 2



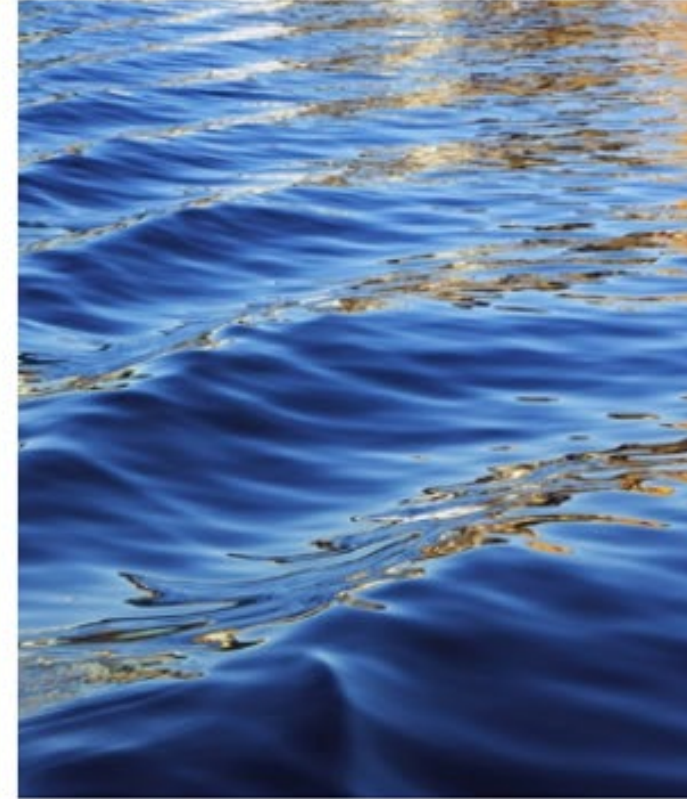
Clean Air and Climate Engagement	Port Park and Habitat Restoration Engagement and Outreach	Duwamish Valley Cleanup Engagement
<p>Clean Ports Powering Maritime Innovation (PMI) Project Engagement and Outreach:</p> <ul style="list-style-type: none"> • Launch Community Liaison Program • Quarterly engagement with Duwamish Valley and South King County communities and educational activities about PMI Project <p>Port of Seattle Maritime Climate and Air Action Plan (MCAAP) Engagement:</p> <ul style="list-style-type: none"> • Annual engagement with Duwamish Valley Communities about MCAAP • Track and report annual Port investments in Duwamish Valley community-led clean air and climate education programs and events 	<ul style="list-style-type: none"> • Promote Port Parks and Habitat Restoration Sites • Plan community events, walking tours, and educational activities hosted at Port parks and habitat restoration sites for Duwamish Valley communities • Track engagement events and educational activities hosted at Port parks and habitat restoration sites • Track and report annual Port investments in Duwamish Valley Community-led habitat restoration educational programs and activities 	<ul style="list-style-type: none"> • Plan engagement events and educational activities developed for Duwamish Valley communities to learn about Port-led cleanup projects • Track and report annual Port investments in Duwamish Valley Community-led Duwamish River educational programs and litter cleanup events

Clean Air and Climate Engagement	Port Park and Habitat Restoration Engagement and Outreach	Duwamish Valley Cleanup Engagement
<ul style="list-style-type: none"> • Clean Ports Powering Maritime Innovation (PMI) Project Engagement and Outreach • Port of Seattle Maritime Climate and Air Action Plan (MCAAP) Engagement 	<ul style="list-style-type: none"> • Port Parks and Habitat Restoration Site promotion • Walking tours of port-owned parks along the Duwamish River • Community-led habitat restoration events and green jobs training • Support annual reporting to the community on habitat restoration and improvements to port parks 	<ul style="list-style-type: none"> • Plan engagement events and educational activities developed for near-port communities to learn about Port-led clean up projects • Track and report Port investments in Duwamish Valley Community-lead cleanup and educational programs and activities



Economic Prosperity in Place

Goal 3

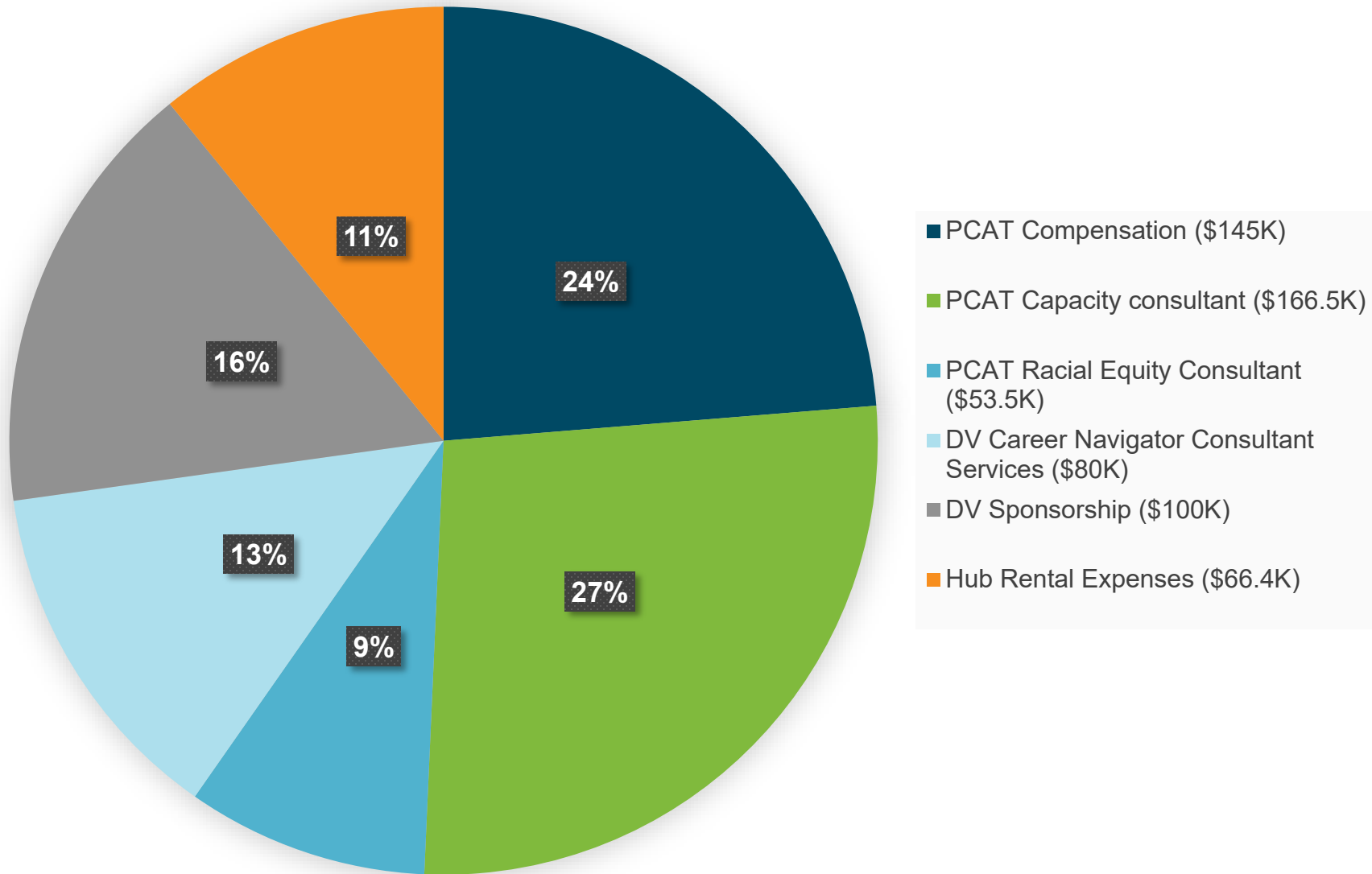


Phase 1 (2026-2027)

Phase 2 (2027-2028)

Adult Workforce Development	Youth Workforce Education & Exposure	Small Business Support in the DV	DV Participation in SKPCF
<ul style="list-style-type: none"> • Career Navigation Program outreach and services • Port-sponsored Workforce Development events • DV community participation in Workforce Development programs • Partnership with City of Seattle 	<ul style="list-style-type: none"> • Duwamish Valley youth participation in summer High School Internship program • Pilot Port-related career field trips for youth • Promote port-related industry education and exposure opportunities for youth 	<ul style="list-style-type: none"> • Identify small business needs and uses of Hub and POS partnership opportunities • Inventory Port contracting and vendor opportunities in the Duwamish Valley 	<ul style="list-style-type: none"> • Expand South King and Port Communities Fund Economic Opportunities Program in the Duwamish Valley
<ul style="list-style-type: none"> • Career Navigator Program • Expand City of Seattle economic & workforce development services at Hub • King County Workforce Development Partnership 	<ul style="list-style-type: none"> • Port-Related Career Field Trip Program • Port-Related Career Curriculum for Youth Programs • Maritime High School support 	<ul style="list-style-type: none"> • Increase Port small business, contracting and vendor support services • Expand small business resources offered at the Hub 	<ul style="list-style-type: none"> • Increase representation of Duwamish Valley organizations in South King and Port Communities Fund Economic Opportunities Program

Duwamish Valley Community Equity Program Budget





**COMMISSION
AGENDA MEMORANDUM**

Item No. 11b

BRIEFING ITEM

Date of Meeting June 9, 2026

DATE: May 22, 2026

TO: Stephen P. Metruck, Executive Director

FROM: Wendy Reiter, Aviation Managing Director
Marco Milanese, Community Engagement Manager, External Relations
Eric Schinfeld, Federal and International Government Relations Manager, External Relations
John Flanagan, State Government Relations Manager, External Relations

SUBJECT: SEA Stakeholder Advisory Round Table (StART) Annual Report

EXECUTIVE SUMMARY

In 2018, the Port of Seattle launched the SEA Stakeholder Advisory Round Table (StART) in partnership with the Highline Forum-member cities and other representational entities, with a goal of enhancing cooperation and tackling the issues of most relevance to Seattle-Tacoma International Airport’s (SEA’s) neighboring cities.

StART provides a dedicated forum intended specifically for discussing and tackling airport and aviation industry concerns from Highline Forum-member cities and their residents. With the Port, the FAA, the primary air carriers, and the airport’s neighboring cities all represented around the table, StART brings together all the relevant parties with a common purpose to share information, collaborate and achieve results.

StART’s major accomplishments are primarily the result of efforts initiated by its two working groups: the Aviation Noise Working Group and the Policy Working Group.

StART OVERVIEW

Cognizant of SEA Airport’s traffic and location within a dense residential and commercial area in the Puget Sound, the Port of Seattle is committed to building open relationships with the community and local cities that foster trust, accountability, and collaboration. An important component of that commitment was the creation of StART in early 2018.

The Port of Seattle developed StART to enhance cooperation between the Port and the Highline Forum-member cities of SeaTac, Burien, Des Moines, Normandy Park, Tukwila, and Federal Way. This voluntary, non-governing, advisory roundtable is convened by the Aviation Managing Director and was developed in partnership with the leadership from the Highline Forum-member cities and other representational entities. Wendy Reiter, the Aviation Managing Director, began

Meeting Date: June 9, 2026

serving as the chair of StART in 2026. Sarah Cox, the Director of Aviation Environment & Sustainability, serves as the alternate chair of StART.

StART provides all parties with the opportunity to:

- Support meaningful and collaborative public dialogue and engagement on airport-related issues;
- Provide an opportunity for the Highline Forum-member cities to inform airport-related decision-making;
- Raise public knowledge about the airport and its operations; and
- Most significantly, focus on identifying and implementing practical solutions to address community concerns about aircraft operations and the airport.

Each of the neighboring cities designates three members to serve on StART (two community representatives and a city employee), who are joined by representatives from Alaska Airlines and Delta Air Lines, and Port staff. The Federal Aviation Administration (FAA) attends in an ex officio role to provide agency expertise.

Meetings in 2025 and 2026 were facilitated by Andres Mantilla from Uncommon Bridges.

For the last several years, StART has empowered the two working groups to work on identified priorities outside of StART meetings: the Aviation Noise Working Group and the Policy Working Group.

For several months in 2025, StART members engaged in a comprehensive process to identify their shared priorities which, in turn, shape the topics StART members address and discuss at StART meetings and, when appropriate, what they act on as a group. The following are StART's finalized strategic priorities:

- Reduce Noise Impacts
- Environmental Justice/Air Quality
- Airport Growth and Capacity

StART continues to include topics at its bi-monthly meetings that are informative and prompt productive conversations. Some of the key areas of interest covered at StART in 2025 and 2026 are:

- The Port's Sound Insulation Repair and Replacement Program
- The Commercial Aviation Working Group (CAWG) and its mandate to evaluate the long-range commercial aviation needs of the state
- The Sustainable Airport Master Plan's (SAMP) Environmental Review
- And the recent launch of the Airport Roundtable of Roundtables

However, some StART member cities began to question StART's ability to effect change, and express concern over the relevance of StART and its efforts. This tension has led to a decline in

Meeting Date: June 9, 2026

support for collaboration on shared issues of interest; for example, the annual StART Day in Olympia this year was cancelled when at least two of the cities declined to participate.

Regardless of its challenges, StART continues to provide an important forum for candid conversations on all airport-related issues of interest to the community. In particular, the forum provides city and community representatives with direct access to the airport’s leadership, the airlines and the FAA. Both working groups continue to make progress on tangible items that have impact on airport communities – from the passage of new federal policies to engagement in the Part 150 Noise Study process.

Achieving consensus or resolution is not always possible around many of the airport-related issues of interest to the community. However, the Port maintains its commitment to being at the table and to staying engaged with the neighboring cities through StART to make progress where there are opportunities for progress.

StART MEMBERSHIP

The size and extent of StART’s membership is a decision solely made by StART’s Steering Committee, which was established to provide support, guidance, and strategic direction for StART. StART’s Steering Committee has received requests by other communities to join StART, and each time, decided to retain the current size of the membership due to the shared belief that the experience of the close-in Highline Forum-member cities is different and more multi-faceted than the experience of further out communities.

Changes to StART’s membership or to any of StART’s Operating Procedures cannot be made solely by the Port of Seattle. Consensus-based guidance is what shapes all decisions taken by StART’s Steering Committee, StART’s working groups, and StART itself.

AVIATION NOISE WORKING GROUP

Since its inception, StART’s Aviation Noise Working Group – with a mission to prioritize and explore potential near-term actions to reduce and prevent aviation noise – has focused on its Aviation Near-term Noise Action Agenda, which includes several programs and efforts intended to provide aviation noise relief to the Highline Forum-member cities.

The Aviation Noise Working Group is composed of a subset of StART members, Port staff and additional staff from the Highline Forum-member cities along with other representative entities and a Port-funded noise consultant to provide expert advice.

Aviation Near-term Noise Action Agenda: In 2025 and 2026, work on the Aviation Near-term Noise Action Agenda continued but with more focus on results monitoring, considering potential refinements, and promoting the agenda’s outcomes both with internal and external audiences. The Noise Action Agenda includes: The Late Night Noise Limitation Program, the Runway Use

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Plan, the planned glide slope adjustment, noise comment reporting and language discouraging reverse thrust and encouraging continuing taxi to takeoffs and the minimum necessary thrust.

Sound Insulation Program: Based on member interest, the working group dedicated agenda time at many of their meetings to the Port’s sound insulation program. The single-family insulation work that’s occurred over the previous decades, the current focus on apartment buildings and places of worship and the pilot program targeting previously insulated single-family homes were all discussed at meetings.

Part 150 Noise and Land Use Compatibility Study – A Part 150 Study is required by the FAA to update airport noise programs and establish eligibility for FAA grant funds. SEA’s last Part 150 Study was completed and approved by the FAA in 2014. Airports typically stand up a Technical Review Committee (TRC) during a Part 150 Study and task it with providing technical input and guidance throughout the life of the study. Three working group meetings in 2025 dedicated agenda time to the work of the TRC. Along with appointed land use planners, the working group members participated on the TRC as de facto TRC members and were given significant opportunities to ask questions, provide input and offer recommendations to the consultant team managing the Part 150 Study on the Port’s behalf. The role the working group played with the Part 150 Study and the TRC will continue in 2026. As the Study moves to the Noise Compatibility Program phase, working group members will have the opportunity to influence SEA’s current aviation noise reduction and prevention programs and recommended new approaches for possible implementation.

POLICY WORKING GROUP

Because the Port of Seattle is extremely limited in its authority to address some of the core concerns that local residents have expressed about aviation activities, StART formed the Policy Working Group as a way to identify areas of consensus and collaboration between the Port and the Highline Forum-member cities on new tools, new authorities, new resources, new approaches and new engagement from the federal government, and to engage Members of Congress in pushing for these shared priorities. The working group has developed and continues to implement a shared Port-Cities Federal Policy Priorities agenda.

The working group is comprised of a subset of StART members, Port staff, and additional staff from the Highline Forum-member cities along with U.S. Congressional staff from offices that represent the Highline Forum-member cities.

Federal Level

At the Federal level, the working group prioritized advocacy to implement the four legislative successes from the FAA Reauthorization Act of 2024. For example, StART advocated for the FAA Reauthorization to include a renewal of the FAA’s Environmental Mitigation Pilot Program; in 2025, StART made progress on that issue by successfully advocating to include \$3 million in the

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FAA’s budget, which resulted in an FAA RFP for projects to “to study the effectiveness of previously installed sound insulation treatments in residential areas associated with large-hub airports to facilitate future noise mitigation projects.”

In addition, StART continues to work toward implementation of new policy priorities. For example, after eight years of advocacy, Congress passed legislation sponsored by US Senator Murray and US Representative Smith to allow for homes located within the airport’s current FAA-recognized noise contour that meet broader criteria for “failed” insulation to be eligible for secondary investments.

The Working Group continues to focus on this dual track – implementing Congressionally-approved policies while finding opportunities for new progress – in 2026.

State Level

The State’s challenging budgetary outlook meant that StART members advocating individually in Olympia focused on ‘defense’, seeking to ensure that existing programs did not lose funding. In those efforts, members were largely successful. The Policy Working Group did not find unanimous agreement on a set of shared State-level priorities for the 2026 session; however individual StART members were able to achieve modest progress on policies likely to impact SEA’s neighboring cities. Several budget and policy items of major consequence were raised by the Legislature, heard publicly, and should hopefully be ripe for action in 2027.

Legislative Highlights:

- HB 1303 (Dead) – Adds environmental justice (EJ) to the SEPA review process, including by adding an EJ component to the elements of the environment under SEPA and to the SEPA checklist. Anticipate seeing an updated version of this bill in 2027.
- SB 5652 (Dead) – At a high level, establishes a new set of processes, working groups, and planning requirements geared towards air quality and aircraft noise in SEA’s neighboring cities.
- SB 5898, 5989, and 6240 (Dead) – Addressing the State of Washington’s long-term non-compliance with existing FAA guidelines about use of aviation fuel tax revenues collected by the State. Each bill takes a distinct approach, but collectively they address the non-compliance issue by ensuring that fuel tax dollars are dedicated back towards ‘aviation purposes’ generally. There is likely to be renewed conversation in 2027 about carrying forward an omnibus version of these bills.

ATTACHMENTS TO THIS BRIEFING

- (1) StART Aviation Near-term Noise Action Agenda Summary
- (2) Presentation

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PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

May 27, 2025 – The Commission was briefed on StART’s 2024/25 Annual Report

May 14, 2024 – The Commission was briefed on StART’s 2023/24 Annual Report

March 28, 2023 – The Commission was briefed on StART’s 2022 Annual Report

March 22, 2022 – The Commission was briefed on StART’s 2021 Annual Report

March 9, 2020 – The Commission was briefed on StART’s 2019 Annual Report

January 22, 2019 – The Commission was briefed on StART’s 2018 Annual Report

SEA Stakeholder Advisory Round Table (StART)
Aviation Noise Working Group
Aviation Near-term Noise Action Agenda Summary (as of 4/26)

Action Items	Late Night Noise Limitation Program	Runway Use Program	Glide Slope Adjustment	Promoting Minimum Thrust When Taxiing	Discouraging Reverse Thrust	Encouraging Continuous Taxi to Takeoffs	Noise Comment Reporting
Description	Voluntary measure to reduce late night (12:00 AM to 5:00 AM) noise by incentivizing air carriers to fly at less noise sensitive hours or transition to quieter aircraft	Revise the current informal Runway Use Program to minimize use of the Third Runway during the late night (12:00 AM to 5:00 AM)	Raise Runway 34R's glideslope to lessen aircraft approach noise	To lessen noise, fuel burn and jet blast incidents, encourage minimum necessary thrust when taxiing.	When conditions are right, discourage overuse of reverse thrust to decelerate aircraft	When conditions are right, promote continuous taxi to takeoffs (rolling takeoffs)	Provide up-to-date, accessible information on noise complaints and comments submitted by the public
Components	<ul style="list-style-type: none"> Ongoing outreach with air carriers about possible late night schedule and aircraft fleet changes including meetings with carriers with the most noise exceedances Established noise thresholds that identify aircraft exceeding noise thresholds during the late night hours Late night noise threshold observance tracked and reported out on a quarterly basis and publicized as part of the Fly Quiet Program 	Updated language for: <ul style="list-style-type: none"> Third Runway daytime/evening runway usage Third Runway late night runway usage 	Considered various strategies and timelines for raising Runway 34R's 2.75 degrees glideslope and settled on plan to permanently relocate 34R's navigational aids and pursue a 3.0 degrees glideslope with the FAA	Taxiing aircraft were identified as a source of noise in StART's 2022 Ground Noise Study	Reverse thrust was identified as a source of noise in StART's 2022 Ground Noise Study	Traditional takeoffs were identified as a source of noise in StART's 2022 Ground Noise Study.	Monthly statistics and heat map reports posted on Port website detailing totals and trends by city, zip code and subject matter. Regular updates regarding noise complaint data provided at StART meetings.
Change	Reduction of aircraft noise during the late night hours	Reduction of aircraft noise for Third Runway adjacent communities and communities underneath the Third Runway's flightpath	Potential reduction of aircraft noise for communities south of SEA	Modest reduction of aircraft noise and a measurable effect on reducing aircraft emissions for close-in airport communities	Reduction of aircraft noise for close-in airport communities	Modest reduction of aircraft noise for communities close to the runway ends	Transparent and convenient information on noise complaints and comments submitted by public
Key Responsible Parties	Port of Seattle, airlines and air cargo carriers	Port of Seattle and FAA	Port of Seattle and FAA	Port of Seattle, FAA and airlines	Port of Seattle, FAA, airlines and air cargo carriers	Port of Seattle, FAA, airlines and air cargo carriers	Port of Seattle
Status Update	COMPLETE: Program commenced in July 2019 with regular reporting each quarter to external audiences. EVA Air and FedEx Express, two carriers that Port staff met with as part of the Program's outreach, did eventually incorporate newer, quieter aircraft into their fleets.	COMPLETE: Implemented in September 2019. Late night operations on the Third Runway dropped dramatically from an average of 12 late night landings pre-implementation to an average of less than two late night landings in 2023. The average has fluctuated since 2023 but remains well below the pre-implementation average. Usage continues to be monitored and details communicated at StART meetings.	IN PROCESS: The 34R glide slope adjustment is incorporated into a SEA taxiway reconfiguration project. Preliminary design is complete. Implementation is contingent on the Sustainable Airport Master Plan's (SAMP) finalization and FAA approval.	COMPLETE: SEA voluntary language promoting use of single engine taxiing implemented in October 2024. After two 2025 jet blast incidents, the language was modified to emphasize minimum thrust in place of single-engine taxiing. The new language was implemented in early 2026.	COMPLETE: Updated SEA voluntary language discouraging use of reverse thrust at all times and beyond what is necessary, implemented in January 2023.	COMPLETE: New SEA voluntary language promoting use of continuous taxi to takeoffs implemented in July 2023.	COMPLETE: Monthly reports began in June 2020.

SEA Stakeholder Advisory Round Table 2025/26 Annual Report

- Andres Mantilla, StART's facilitator and Partner at Uncommon Bridges
- Marco Milanese, Community Engagement Manager
- Eric Schinfeld, Federal and Intl. Government Relations Manager
- John Flanagan, State Government Relations Manager

StART 2025/26 Annual Report Presentation

- Overview
- Current Assessment
- Focus Areas
 - Aviation Noise Working Group
 - Policy Working Group
- Q&A



StART

SEA Stakeholder Advisory Round Table

StART Overview

- StART provides the Port with a dedicated forum intended to enhance cooperation and tackle the airport-related issues of most relevance to SEA's neighboring cities
- StART brings together all the relevant parties with a common purpose to share information, collaborate and achieve results

StART Overview

- Developed in consultation with the Highline Forum-member cities
 - Burien, Des Moines, Federal Way, Normandy Park, SeaTac & Tukwila
- Alaska Airlines, Delta Air Lines and FAA all play key roles
- Uncommon Bridges serves as facilitator
- StART's Steering Committee provides strategic direction



Current Assessment

- In 2025, StART completed its Strategic Priorities Framework to focus on areas where StART could place disproportionate interest over the next two years
 - Airport Growth and Capacity
 - Reduce Noise Impacts
 - Environmental Justice/Air Quality
- 100% consensus in the operating agreement is a high bar to make structural changes, including changes to membership, policies, and advocacy.

Aviation Noise Working Group

StART 

SEA Stakeholder Advisory Round Table

Aviation Noise Working Group

Focus Areas:

- Lessening late night noise
- Tracking operational and community response trends
- Implementing voluntary air carrier guidance



Aviation Noise Working Group



Focus in 2025/26:

- Aviation Near-term Noise Action Agenda
- Sound Insulation
- Part 150 Noise Study

Vashon Island Update

- Ongoing analysis of flight paths over Vashon to see if any opportunities for noise reduction.



Policy Working Group

StART 

SEA Stakeholder Advisory Round Table

Policy Working Group

Focus Areas at the
Federal & State Level:

- Implement approved legislative policies
- Find opportunities to advance new legislative priorities



Federal Policy Accomplishments

- In 2024 FAA Reauthorization, passed “reauthorization” of 2018 FAA Environmental Mitigation Pilot Program
 - Worked with U.S. Senator Patty Murray to secure \$3M in FAA funding dedicated to “study effectiveness of previously installed noise insulation packages”
 - FAA released NOFO in March 2026 to award this funding to “at least two projects”
- In December 2025, Congress approved Senator Murray & Representative Smith’s legislation allowing federal funding for secondary noise insulation for homes insulated pre-2001

State Policy Accomplishments & Next Steps

- 2026 State Legislative Session
 - Aircraft noise / repair & replace grants
 - Airport siting (CAWG)
 - Air quality
 - Decarbonizing ground transportation and reducing emissions
- Interim 2026 & 2027 Session
 - Diverted aviation fuel tax



QUESTIONS ?





**COMMISSION
AGENDA MEMORANDUM**

Item No. 11c

BRIEFING ITEM

Date of Meeting June 9, 2026

DATE: June 9, 2025
TO: Steve Metruck, Executive Director
FROM: John Flanagan, Sr. State Govt Relations Manager
SUBJECT: **2026 State Legislative Session Review**

EXECUTIVE SUMMARY

The purpose of this briefing is to provide the Port of Seattle Commission, Executive Director, and Executive Leadership Team with a summary of the 2026 State Legislative Session, with specific attention given to the Port’s 2026 State Legislative Agenda.

On March 12th the State Legislature adjourned the 60-day supplemental legislative session. Following the official end of session in March, the work to ensure that Governor Ferguson signed the Port’s various priority bills and the three State budgets without excising any beneficial spending continued until April 1st. As a reminder, we began the 2026 legislative session facing a significant revenue shortfall (~\$2.3 billion) even after enacting the largest revenue package in the State’s history (~\$12 billion) at the close of the 2025 session.

In total, 1,669 bills were introduced in 2026 (not including the several thousand dead bills that became active when the session began). Of that, 267 passed the Legislature. Governor Ferguson issued partial vetoes on 7 bills (including all 3 budgets). For the second year in a row, our State Govt. Relations team was forced to mainly ‘play defense’ on many fronts due to the challenging fiscal environment, the Legislature’s reticence to invest in new projects and programs, and the threat of useful spending being clawed back. Regardless, we’re able to report on several successes and areas where we’ve laid the groundwork for renewed efforts in 2027.

This memo provides a high-level overview of the bills and provisos that the Port supported, monitored, and otherwise engaged with. The below is mainly intended to summarize enacted policy, but also occasionally addresses policy items that did not pass if they are expected to re-surface in the future. The upcoming 105-day session is scheduled to begin on January 11th, 2027.

Staff will be joined remotely during the Commission briefing by our contract lobbyists, Brooke Davies and Nick Streuli.

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ECONOMIC DEVELOPMENT**Tourism**

- Self-supported assessment program for statewide tourism (HB 2325) – Enacted - Implementing recommendations of the tourism industry work group created by legislation passed last session. Creates a Tourism Assessment Program (TAP) to promote tourism throughout the state, requires an annual fee/assessment on certain tourism-related industries, and creates an oversight board (industry reps) to propose the assessment and budget expenditures. Assessment amount and industries still to be determined. Early fiscal analysis predicts between \$25M and \$55M annually for the program.
- Seattle International Public Market - \$1.33M
- Statewide creative districts program - \$79k

World Cup

- Transportation operations - \$7.65M total
- State Patrol staffing and equipment at international border. Directed to facilitate crossings, screen for human trafficking, narcotics, unlawful crossings, and other illegal activity. - \$600k
- Commerce contract for public safety and security activities - \$2.75M
- SR99 activities to prep and maintain facilities - \$2.0M
- Enhanced transit services - \$9.0M
- Intercity bus expansion - \$5.0M
- LCB implementation HB 1515 (2025) – Alcohol service in public places - \$1.37M

Supports for business

- Statewide economic development and competitiveness strategic plan - \$300k
- Associate development organizations - \$4.0M
- Strategic growth areas & key sectors - \$1.22M
- Microenterprise grants and technical assistance - \$700k
- Keep WA Working capacity building - \$200k
- Maximizing access to federal incentives and grants - \$7.5M
- State match funds and programming for economic development (HB 2186) – Not enacted – Requiring Commerce to support applicants seeking federal funds with state match and creating a new account to effectuate.
- WA Main Street program - \$350k
- Public bank work group - \$300k
- Just and rapid transition climate tech program - \$200k
- UW center for international trade in forest products - \$102k
- Joint center for aerospace innovation technology - \$3.06M
- Strategic reserve account sweep - \$17.14M (eliminated)
- Manufacturing cluster accelerator account sweep - \$2.8M (eliminated)

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- Sector lead program – Unfunded
- Manufacturing site readiness grants – Unfunded
- Small business development center – Unfunded
- Commerce small business assistance & training – Unfunded

Freight / Supply chain

- FMSIB projects - \$49.2M
- Accelerating local projects for Natl. Highway Freight System - \$43.47M
- NWSA facility off-hour gate operations study - \$200k
- Review of methodology to designate strategic freight corridors - \$100k
- Small business export assistance - \$1.34M
 - \$400k to address impacts of tariffs on jobs and exports

Infrastructure

- Improving regulatory efficiency of state permitting and licensing processes (HB 2198 / SB 5968) – Not enacted – Requiring executive agencies to track all credentials and permits issued, document timelines, and incrementally publish decision times. Requires refunds if an agency violates established timeline.
- Public Works Board grants and loans - \$279.5M
 - Public works assistance account sweep - \$375M
 - Backfilled with new capital budget bonding authority
- Treasurer’s office enhancing local govt access to infrastructure financing - \$250k

Community Preservation and Development Authorities

- Revenue for CDPAs (HB 1408) – Enacted – Requires 30% of sales tax collected at stadiums in SoDo to go into CDPA account and establishes reporting requirements.
- Central district - \$2.88M
- Pioneer Square – International District - \$2.88M

WORKFORCE, EDUCATION, AND LABOR

Childcare

- Early childhood education and assistance program (ECEAP) - \$305.3M - DCYF directed to increase available slots by 10,000 with use of new pre-K promise dollars from Ballmer Foundation.
- PreK Promise Account (SB 5872) – Enacted – Creating the PreK Promise Account to receive any gifts, grants, or donations made to support the ECEAP program.
- Working Connections Childcare (WCCC) program - \$353.4M
 - WCCC enhancements - \$337.25M
 - WCCC recipients at community, technical, and tribal colleges - \$13.17M
 - WCCC covered subsidy reimbursements - \$353.4M
- WCCC updates (HB 2689) – Enacted

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- Various changes to WCCC program to increase used base, eliminate barrier to entry, and strengthen solvency of the program at full implementation.
- Childcare subsidy base rate adjustment was delayed. Will become effective July 1, 2026.
- Early learning facilities grants and loans (Capital) - \$51.0M
- Minor renovation grants (Capital) - \$14.9M
- Washington early learning loan fund (Capital) - \$9.0M
- Insurance Commissioner study on property and liability insurance coverage for childcare and other facilities - \$350k
- Early achievers completing early childhood qualifications - \$1.6M
- Creating an early childhood education degree program at WWU - \$700k
- Establishing a childcare workforce board (HB 1128) – Enacted – Self-explanatory

Training, Apprenticeships, Career Connected Learning

- Regional apprenticeship programs - \$68k
- Regional apprentice pathways program - \$1.0M
- State registered apprentice program - \$441k
- Job skills program - \$10.45M
- CTE careers work group - \$51k
- State Ferries - Directed to increase outreach and recruitment of populations underrepresented in maritime careers and to expand apprenticeship and internship programs.
- Seattle Maritime Academy workforce development pilot - \$855k
- Bellingham Tech College maritime apprentice program - \$200k
- Seattle Central College & Seattle Maritime Academy partnership - \$854k
- New program in marine, coastal, and watershed sciences at WWU - \$1.3M
- Composite wing incumbent worker training (WA aerospace training & research center) - \$1.5M
- Peninsula school district aviation academy - unfunded
- Aerospace center of excellence - unfunded
- Aerospace and aerospace supply chain workforce development grants - \$1.7M
- Continuing state-registered apprentice study - \$205k
- Apprenticeship utilization - \$607k
- Responsible bidder criteria implementation - \$1.25M
- Career connected learning grants - \$4.68M
- Interagency agreement (SBCTC & ESD) to increase capacity at organizations serving workforce innovation and opportunity act (WIOA) participants - \$2.71M
- Higher ed and workforce landscape analysis - \$200k
- WA State labor education and research center (South Seattle College) - \$338k
- WA college grant apprentices - \$850k
- Workforce board operations - \$356k - Directed to expand industry-aligned high-demand degrees program
- Clean energy technology workforce advisory committee - \$377k

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- Apprenticeships / wellness (HB 2492) – Enacted – Requiring state registered apprenticeships in the building trades to provide behavioral health and wellness training.

Refugee & Immigrant resettlement

- Employment services for refugees and immigrants - \$2.37M
- Expanding services for new arrivals that don't qualify for federal services - \$25.0M
- SBCTC accommodating refugees and immigrants - \$7.45M

Labor standards

- CPARB prevailing wage study - \$100k
- Public works / prevailing wage (SB 5061) – Not enacted – Requiring wages on public works contracts to be adjusted so that they always meet latest prevailing wage.
- LNI serious work-related injury prevention study - \$516k
- Collective bargaining & AI use (HB 1622) – Not enacted – Requiring employers of public employees to collectively bargain over decisions to adopt or modify use of AI under certain conditions.
- Public employee bargaining info (HB 2091) – Enacted – Extends requirement for public employers to provide bargaining representatives with employee contact information.
- Construction hazard notices (HB 2107) – Enacted – Requiring LNI to make good faith effort to notify employers of identified hazards at worksites.
- Small works roster limit (HB 2420) – Enacted – Establishes escalating small works roster contract limits starting in July 2026. Starts at \$530,000 (from \$350,000) and increasing \$30,000 annually until it hits \$650,000 in 2030.

Unemployment, PFML

- Unemployment insurance program federal revenue shortfall - \$41.29M total
- UI technology system improvements - \$500k
- Increased UI program staffing - \$11.16M
- Increased PFML staffing – \$10.8M
- New requirement for ESD to report on state of PFML. Due Nov. 1, 2026.
- PFML Rates (SB 5292) – Enacted – Requires ESD to set the PFML premium rate based on reporting by the State Actuary and eliminates the existing statutory formula.
- Worker's comp medical care (HB 5487) – Enacted – Making various changes to worker's comp claims treatment provisions. Granting workers greater flexibility in covered medical care.
- Unemployment info reporting (SB 5874) – Enacted – Allows ESD to waive penalties for quarterly unemployment insurance reporting under certain conditions.

Pensions

- Port workers, labor and PERS membership (HB 2179) – Enacted – Addressing discrepancy between PERS statute and Port statute regarding enrollment in state pension versus labor pension programs.

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- LEOFF 1 Restatement (HB 2034) – Restates and terminates the law enforcement and firefighter plan 1 pension system in order to backfill the BSA (Rainy Day Fund) and transfer \$539M to the CCA.
- DRS pension system modernization - \$45.5M

AVIATION

Aircraft noise & mitigation

- Mitigating regional aviation impacts associated with SEA (SB 5652) – Not enacted – Creating various new processes and procedures related to capital construction at SEA.
- Commerce noise abatement program operations - \$67k

Sustainable Aviation Fuel (SAF)

- Cascadia Accelerator
 - Developing region, partnerships, and promoting adoption - \$6.85M
 - Preconstruction and site readiness at Paine Field - \$2.0M
- UW SAF work - \$288k
- WSDOT sustainable aviation projects – directed to generate report by Oct. 1, 2026 identifying sustainable aviation projects for funding by the legislature.
- Applied sustainable aviation evaluation center - \$5.54M
- Ongoing implementation costs, AJF workgroup operation, and cost to implement incentives shifted to State SAF Account
- Revenue for SAF
 - Duty-free sales fee (HB 2061) – Retained
 - Full luxury aircraft tax repeal (HB 2347) – Not enacted
 - Luxury aircraft tax repeal and replace (HB 2711) – Enacted - Increased aircraft fuel excise tax from 18 to 25 cents with 72% directed to the State aeronautics account and 28% to the SAF airport infrastructure account (new account also created). Aircraft registration fee increased with 50% to aeronautics account and 50% to the SAF account.
- Omnibus SAF incentive package (SB 5601) – Not considered

Air quality

- UW air quality monitoring - \$400k re-appropriation
- School district indoor air quality and energy efficiency - \$45.025M re-appropriation
- FY25/27 classroom indoor air quality projects - \$17.5M total statewide
- Improving air quality in overburdened communities initiative (Ecology) - \$21.4M re-appropriation
- Puget Sound Clean Air Agency (PSCAA) ultra-fine particle monitoring - \$400k re-appropriation
- Increasing access to community health worker asthma interventions for children within 10 miles of SEA - \$592k
- Addressing air quality in overburdened communities - \$2.5M

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Airport siting / regional capacity

- Commercial Aviation Work Group (CAWG) - \$1.774M
- Paine Field expansion study - \$500k
- Bremerton airport commercial service study - \$300k

Aviation fuel tax diversion

SB 5898, 5989, and 6240 – Not enacted - Redirecting aviation fuel tax proceeds back towards aviation purposes. Anticipating action in 2027 that will tie these bills together to provide a universal fix to the longstanding FAA non-compliance while also dedicating funding to aircraft noise and mitigation programming.

MARITIME

Fishing industry

- Commercial shellfish program audit - \$1.0M
- Implementing recommendations of commercial shellfish fee structure analysis - \$4.72M
- European green crab
 - Research and response - \$542k
 - Eradication - \$6.08M
 - State-owned aquatic lands control measures - \$2.54M
- Quagga mussel response - \$5.43M
- Use of commercial fishing revenues (HB 1806) – Not enacted – Dedicating 50% of enhanced food fish tax to the city where the fish was landed (i.e. not the Port)

Maritime Decarbonization

- Sustainable Maritime Fuels (SMF) strategy - \$250k re-appropriation
- Port electrification grants – \$26.29M
- NWSA shore power demo project - \$25.3M
- California at-berth emissions study - \$274k
- Low-sulfur fuel content requirement / scrubber ban (HB 1652 / SB 5519 – Not enacted – Requiring ocean-going vessels operating in Washington waters to use low-sulfur content fuel and creating various administrative procedures to effect the new requirement.
- Adopting the CA at-berth emissions regulation (HB 1689) – Not enacted – Essentially creating a shore power mandate for ocean-going vessels at port in Washington.

Marinas and harbors

- Reducing impacts from derelict vessels (HB 2199) – Enacted – Updating definitions and appeals process for treatment of derelict vessels. Enhances public entity ability / authority.
- Support to develop Puget Sound harbor safety plan - \$70k
- Boater safety on Lake Union - \$250k
- Zero emission cargo handling (SB 5995) – Enacted – Removing sunset date for prohibition on use of port dollars to purchase fully automated marine container cargo handling equipment. ILWU and maritime labor request.

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Ferries

- Ongoing reporting: status on funded projects; vessel/terminal preservation and improvement; maintenance management implementation.
- Bainbridge and Kingston electrification paused.
- Legislature to consider alternative financing for 5 hybrid electric vessels from WSDOT and State Treasurer. Due Nov. 1, 2026.
- Ending the electric hybrid conversion program - \$17.29M
- Study to establish state-owned or leased dry dock - \$500k
- Passenger-only ferries (HB 1923) – Not enacted – The so-called ‘mosquito fleet’ bill. Expands the types of entities that can form passenger-only ferry service districts and the locations where they can be formed.

TRANSPORTATION

Revenue, contracting, permitting

- New bond proceeds authority - \$300M
- Review of long-term transportation budget sustainability - \$100k
- Maintenance and preservation needs analysis - \$400k
- Updating AWC/WSDOT construction, ops, and maintenance MOU - \$390k
- Continuing alternative project delivery study - \$75k
- DOL per mile fee study - \$50k
- Transpo Commission road usage charge (RUC) research - \$4.62M
- Statewide long-range tolling feasibility - \$600k
- Implementing HB 1902 (2025) - state-level work group to develop recommendations on streamline permitting of transportation projects - \$285k
- Increasing diversity in transportation construction workforce - \$7.4M - WSDOT and OMWBE directed to develop two new business-size thresholds within the office's certification program at \$3M and \$10M in gross receipts.
- High-capacity transit permitting (SB 6309) – Enacted – Giving Sound Transit and other regional transit authorities flexibility in permitting and development. Allows RTA development standards to vary from other local regulations, creating a new permitting process, and allowing RTAs to begin work before acquiring land.

Zero emission cars and EVs

- Community EV Charging – \$36.0M
- FY23/25 Community EV Charging - \$105.0M re-appropriation
- Instant rebates on purchase or lease of EVs for vulnerable populations - \$5.0M
- Clean alt fuel vehicle use in underserved communities and low-income - \$3.4M
- EV charger reliability and accessibility accelerator (repair or replacement of public chargers) – 10.08M
- Zero emission charging and refueling mapping and forecasting tool - \$500k

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- Electric vehicle sales (SB 6354) – Enacted – Allowing direct consumer sales of electric vehicles under certain conditions.

Trucking

- ZEV & alternative fuels charging / refueling infrastructure - \$27M
- MHD ZEV point-of-sale vouchers - \$125.8M
- NWSA zero emission drayage demonstration project - \$6.3M
- Hydrogen truck refueling - \$10.49M
- Hydrogen technical assistance - \$1M
- West coast truck corridor project - state match - \$790k
- West coast truck corridor project – I-5 ZEV chargers and hydrogen refueling - \$3.16M
- I-90 / North Bend truck parking feasibility - \$200k
- Online truck parking availability system - \$7.2M
- Establishing a commercial truck safety and education council (HB 2410) – Enacted – Self-explanatory.

Megaprojects & State Highways

- Gateway - \$980.99M (funded, no delays)
- SR520 - \$640.84M - WSDOT will cease all non-essential projects and sell or transfer surplus property. Deferred sales and use tax - \$159.5M.
- SR18 widening - \$15M
- SR522 - \$23.02M
- I-5 Planning - \$5.4M
- Revive I-5 Mitigation - \$12M (via federal fund exchange pilot)
- 405/167 implementation plan - \$1.5M
- Reconnect South Park study - \$140k
- SR900 safety improvements - \$5.48M
- Low-cost enhancement projects - \$6.0M
- Fish passage barrier removal - \$1.083B
- Sandy Williams connecting communities pilot - \$46.42M
- Finalize I-5 Lid Feasibility - \$200k

Highway preservation and maintenance

- Highway system preservation - \$300M
 - Stated intent for another \$500M in 27/29
- ‘Essential maintenance activity’ - \$40M
- Bridge preservation and replacement – WSDOT directed to submit annual report regarding top projects for six-year investment program starting in 2027.

Transit options for SEA workers / Local projects

- Regional mobility grants - \$133.45M statewide - Legislative intent to provide funding for new planned grants for regional mobility projects in 27/29 and 29/31.

Meeting Date: June 9, 2026

- Extending the commute trip reduction credit (HB 1043) – Not enacted – Extending the existing CTR credit until 2035, increasing the benefit per employee, and raising cap on overall program.
- Commute trip reduction time requirements (HB 2307) – Not enacted – Removing the current 6am-9am timeframe for determining major employers, commute trips, major employment installations, and major worksites.

State Ferries

- Vessel preservation work group - \$750k
- Renewable diesel demo project - must develop project for a representative group of diesel vessels, make recommendations for usage, and study fuel procurement.
- Traffic control at ferry terminals - \$600k

Autonomous Vehicles

- City of Seattle to report on ‘digital conflict area awareness management program’ funded in 23/25

Rail

- High-speed rail - \$37.15M - To support WSDOT’s work on service development plan for new ultra high-speed ground transportation corridor. Next report due Dec. 1, 2026.
- Emergent freight rail assistance projects - \$6.9M
- Freight rail investment bank (FRIB) loans - \$1.5M
- Cascades corridor - \$11.6M

ENERGY

Clean energy & Renewables (siting, financing, capacity)

- Local govt siting and permitting support (Commerce) - \$490k
- Washington Builds (State Green Bank re-brand) - \$25.0M - \$5.8M for residential credit enhancement model. \$17.4M for commercial energy efficiency (allowable uses: clean buildings compliance, procuring clean energy, fleet electrification)
- Clean Energy and Energy Freedom program - \$40.4M re-appropriation
- Clean Energy Funds 3 - \$43.7M re-appropriation
- Clean Energy Transition 4 - \$32.6M re-appropriation
- FY23/25 Clean Energy Fund Program - \$50.0M re-appropriation
- Green Jobs and Infrastructure grants - \$25.0M re-appropriation
- Hard-to-Decarbonize grants - \$49.8M re-appropriation
- Tribal clean energy capacity grants - \$24.5M
- UW Clean Energy Testbeds - \$7.5M re-appropriation
- Offshore wind supply chain - \$500k re-appropriation
- EFSEC preapplication development and technical assistance - \$1.03M
- UW battery fabrication testbed - \$2.0M

Meeting Date: June 9, 2026

- Urban area tax preference (HB 1210) – Enacted – Updating the targeted urban area property tax exemption for clean energy facilities. Mainly benefitting development of nuclear energy facilities in Eastern WA.
- Utility joint use agreements (HB 1302) – Enacted – Allowing municipal utilities to waive connection fees on properties engaged in industrial symbiosis.

Transmission, electric & regional capacity

- Statewide electric transmission authority (SB 6355) – Enacted – Creates a statewide transmission authority, sets duties of the authority, and appoints a controlling board. Amongst other duties, the authority will establish and maintain high priority transmission corridors, streamline permitting, and ensure adequate capacity throughout the State.
- Transmission capacity financing recommendations - \$300k
- Seattle Energy District electrification - \$4.0M
- Lower Snake river dam energy replacement analysis - \$800k
- Renewables and transmission project tribal/overburdened engagement - \$2.5M
 - \$2.0M to tribal collaborative
 - \$500k to overburdened community engagement to plan transmission corridors
- Quantifying water and energy usage for large energy use facilities (data centers) - \$50k
- Renewable energy excise tax and local investments (HB 1960) – Enacted – Creating new renewables tax that pays into local community reinvestment and tribal capacity grants.
- Subjecting port district utilities to CETA (SB 5982) – Enacted – Expands entities covered by CETA to include consumer-owned utilities (COUs) controlled and operated by port districts.

Clean Buildings Compliance

- District Energy Campus Upgrades Committee - \$650k - Commerce convenes committee to make decisions about prioritization of capital decarbonization projects for state campus district energy systems and to generate list of priority projects for funding in 2028.
- Clean Building Performance grants - \$45.0M re-appropriation
- Investment grade energy audit grants - \$11.45M
- Buy Clean Buy Fair implementation - \$1.68M

Transportation Decarb

- Volkswagen Settlement projects - \$134.7M
- Alternative fuel and zero emissions vehicle program analysis - \$250k
- Fuel conversion activity program evaluation - \$640k
- Low-carbon transpo construction materials program - \$1.5M

Hydrogen

- DOE Hydrogen Hub State Match - \$20.0M re-appropriation
- Port of Chehalis Hydrogen Fueling Station and Production Facility - \$2.0M

Meeting Date: June 9, 2026

- Hydrogen combustion NOx testing and feasibility - \$1.08M

ENVIRONMENT

Environmental Justice (EJ)

- Integrating environmental justice into SEPA (HB 1303) – Not enacted – Creating new EJ requirements as part of the SEPA process.
- Commerce HEAL Act implementation - \$1.5M re-appropriation
- Incorporating EJ into state agency grants - \$127k
- Environmental Justice Council – eliminated
- Tribal/Overburdened capacity grants to inform HEAL and health disparities map - \$3.82M
- Implementing existing EJ requirements - \$1.15M
- UW grant writing to advance EJ - \$263k
- Health disparities map maintenance – eliminated
- Health equity zone support – eliminated

Marine environment

- Small spill prevention and education - \$600k
- Responding to ocean acidification - \$204k
- State marine management plan and coastal marine advisory council - \$150k
- Marine environment debris maintenance, zooplankton and eelgrass monitoring - \$4.2M
- UW study marine organisms and ocean acidification - \$520k
- WA ocean acidification center monitoring assistance - \$300k
- UW grant to Friday Harbor labs (endangered starfish / kelp & eelgrass) - \$100k

Toxics, Contaminants, Clean ups

- Local solid waste cleanup grants (MTCA operating) - \$24M
- Safer products program (PFAS, contaminants) - \$750k
- 6PPD mitigation - \$8.5M - \$1.1M to UW water and sediment monitoring. \$1.86M to safer alternatives product testing. \$4.43M to identify BMPs to treat 6PPD in stormwater.
- PFAS monitoring, investigation, source control treatment, and cleanup capacity - \$4.0M
- Contaminants of emerging concern - \$6.04M
- MTCA Capital Account sweep - \$60M
- MTCA Operating Account sweep - \$10M
- Prosecuting environmental crimes - \$639k
- Regulating 6PPD and 6PPD substitutes in tires (HB 2421 / SB 6119) – Not enacted – Banning 6PPD in tires by 2035, creating penalties for violation, and dedicating fee revenues. Will be updated and run again in 2027.
- Pollution control appeal efficiency (HB 2426) – Enacted – Authorizes PCHB appeals to be heard by one board member instead of a quorum.
- Environmental crimes (SB 5360) – Not enacted – Elevating penalties for environmental crimes under the water pollution control act, the state clean air act, and the hazardous waste management act. Expected to return in 2027.

Meeting Date: June 9, 2026

Orca recovery

- Increasing prey abundance - \$2.28M
- Pinniped management - \$560k
- Quiet Sound program - \$350k

OTHER ISSUE AREAS OF NOTE

Tax, Revenue, Budget

- Tax increment financing reform (HB 2451) – Enacted – consensus reform bill negotiated between the cities, counties, special purpose districts, et al. Various updates. Tightens the ‘but for’ analysis, codifies the hold harmless clause, and creates mediation and arbitration processes.
- Tax administration updates (SB 6113) – Enacted – DOR tax administration clean-up bill. Includes codification of DOR guidance on implementation of taxes on advertising enacted in 2025 that impact the Port.
- BSA (Rainy Day Account) sweep - \$880M
- Tax on millionaires (SB 6346) – Enacted

Public records

- Public records task force (HB 2661) – Not enacted – To examine frivolous, retaliatory, and harassing public records requests on state and local agencies.

Land use

- Transit-oriented Development (TOD)
 - TOD-focused programmatic EIS - \$1.0M
 - Continuing TOD conditions study - \$100k
- Increasing middle housing - \$847k
- Local government climate planning - \$22.54M
- Local govt climate resilience assistance - \$1.3M
- WOSCA - WSDOT required to consult with Legislature before making any change constituting more than temporary use and before entering into any negotiations, or signing any contracts regarding WOSCA
- Comp plan implementation grants - \$6.1M
- Local govt permit review process update grants - \$500k
- Archaeological and cultural resource model ordinance - \$175k
- Residential development in commercial and mixed use (SB 6026) – Enacted – Allowing residential development in broader asset of areas while providing specific protections to industrial lands.
- Working economic properties (HB 2679) – Not enacted – Creating new disclosure requirements for real property abutting industrial lands. Intended to eliminate conflicts between residential development and industrial uses.

Public safety & Policing

Meeting Date: June 9, 2026

- CJTC grants to support law enforcement wellness programs - \$2.5M
- Law enforcement employment eligibility (SB 5068) – Enacted – Allows law enforcement agencies (including POSPD) to consider applications for employment from all persons legally authorized to work in the United States.
- Law enforcement face coverings (SB 5855) – Enacted – Prohibits law enforcement officers from wearing face coverings while interacting with the public in performance of their duties.
- Public defense caseloads (HB 2163 / 5913) – Not enacted – Clarifying public defense caseloads for local jurisdictions. Was not considered. Will be an issue headed into 2027.

Technology, cybersecurity

- Automated license plate readers (SB 6002) – Enacted – Prohibits use of automated license plate reader systems by all state and local government agencies with exceptions. Already flagged for trailer legislation in 2027.
- Employee monitoring notices (HB 2144) – Not enacted – Requiring employers to provide written notice to employees when using electronic monitoring (including AI) to inform performance evaluations.
- Cybersecurity audits of state agencies and local governments - \$2.0M

ATTACHMENTS

- (1) Presentation

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS

December 9, 2025 – The Commission was briefed and adopted the Final 2026 Legislative Agenda

June 24, 2025 – The Commission was briefed on the results of the 2025 Legislative Session

December 10, 2024 - The Commission voted to adopt the Final 2025 Legislative Agenda

November 19, 2024 – The Commission was briefed on the Draft 2025 State Legislative Agenda

January 9, 2024 – The Commission voted to adopt the Final 2024 Legislative Agenda

December 12, 2023 – The Commission was briefed on the Draft 2024 Legislative Agenda



2026 State Legislative Session Review

Briefing to Port of Seattle Commission | June 9, 2026

John Flanagan, Sr. State Govt Relations Manager
Brooke Davies, Contract Lobbyist
Nick Streuli, Contract Lobbyist



OVERVIEW



State budget overview

Revenue & 'major' non-port
legislation

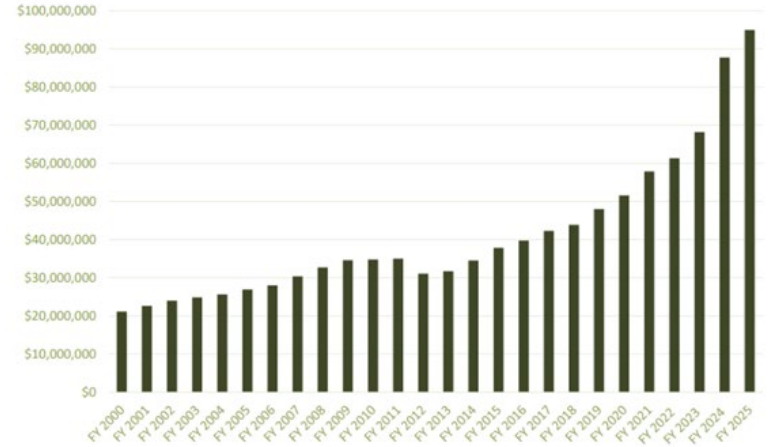
Port priorities – successes and works
in-progress

2027 interim projects & planning

BUDGET | REVENUE

- Current revenue outlook
- Major election year
- State's credit rating
- Millionaire's Tax
 - Legal challenge

Total Budgeted Funds Expenditures: FY 2000 to FY 2025



Note: Data is adjusted to support historical comparability. Figures exclude Capital spending but include Transportation operating. Includes Higher Ed non-appropriated funding. FY 2025 shows preliminary actual spending. Prior years show actual spending.

December 4, 2025

Office of Program Research 20

PRIORITY ITEMS | Economic Development

Successes:

- Tourism
- Statewide Economic Strategy
- Industrial Lands
- Gov's Economic Council & EO

Works in-progress:

- 'Innovation Zones'
- Manufacturing
- Permitting & Licensing
- WA Trade Strategy



PRIORITY ITEMS | Workforce, Education, & Labor



Successes:

- Childcare
- Training, Apprenticeships, Career Connected Learning
- Port workers / PERS legislation

Works in-progress:

- Blue Schools Initiative
- Prevailing wage
- Healthcare

PRIORITY ITEMS | Aviation

Successes:

- Olympic Pipeline Outage
- Sustainable Aviation Fuels (SAF)
 - Revenue, Expertise, & Infrastructure
- Existing air quality programming

Works in-progress:

- Noise repair & replace
- Sustainable Aviation Fuel (SAF)
 - Incentives & SAF Account usage
- Airport siting (CAWG)
- Aviation fuel tax revenue
- Fuel system resilience



PRIORITY ITEMS | Maritime



Successes:

- SMF Collaborative
- Port electrification grants

Works in-progress:

- CFS applicability
- Clean maritime demo project
- Scrubber ban
- Shore power mandate
- Vessel construction strategy
- Commercial pump-outs

PRIORITY ITEMS | Transportation

Successes:

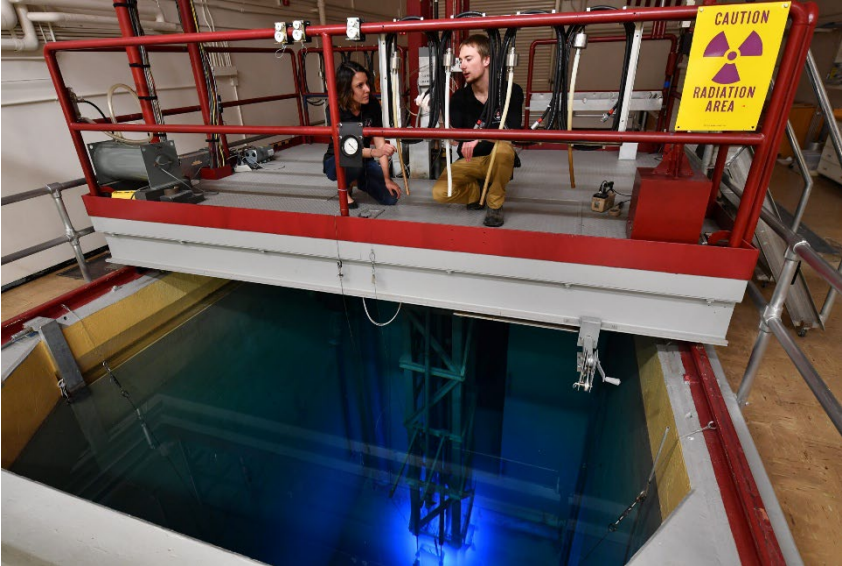
- New revenue (again!)
- Regional projects
 - Gateway | Revive I-5 | High-speed rail
- EV Direct Sales | EV Infrastructure
- Clean trucking

Works in-progress:

- Stable revenue (for sure this time!)
 - Highway User Fee (HUF)
- WOSCA
- Options for SEA workers
 - Commute Trip Reduction Credit



PRIORITY ITEMS | Energy



Successes:

- Transmission
- Siting & Financing
- Clean Buildings
- SEA utility & CETA

Works in-progress:

- Regional Green Economy Cluster

PRIORITY ITEMS | Environment

Successes:

- Conservation
- Quiet Sound

Work in-progress:

- Environmental Justice & SEPA
- MTCA
- Contaminants (PFAS, 6PPD)
- Mitigation banking



PRIORITY ITEMS | Taxes, Revenue, General Govt.

Successes:

- Tax increment financing
- Regulating AI



Works in-progress:

- Property tax levy cap
- Public records reform
- STOC double taxation issue
- Automated license plate reader use

NEXT STEPS

June & August
Updated Revenue
Forecasts

June/July
Internal feedback
Ongoing work with
state lawmakers

Aug/Sept
Refine priorities
Finalize bill and
proviso language
where possible

Oct/Nov
Present Draft 2027
Legislative Agenda
to Commission



Questions?



Thank you for your engagement in our expansive advocacy work