

Partnering Agreement Between the Port of Seattle, Northwest Seaport Alliance and Seattle City Light for the Seattle Waterfront Clean Energy Strategy

WHEREAS, the Port of Seattle owns and operates a number of waterfront and upland properties along the City of Seattle's waterfront, including industrial, commercial, and recreational uses; and

WHEREAS, the Northwest Seaport Alliance, a joint venture of the Port of Seattle and the Port of Tacoma, manages a number of cargo handling facilities on Port properties along the City of Seattle's waterfront ("North Harbor" facilities); and

WHEREAS, Seattle City Light is the sole electric utility within the City of Seattle, including to all of the Port of Seattle's waterfront properties and the Northwest Seaport Alliance's North Harbor facilities; and

WHEREAS, the Port of Seattle's Century Agenda includes the goal of being "the greenest, and most energy efficient port in North America;" and

WHEREAS, the Port of Seattle and Northwest Seaport Alliance have set ambitious targets to phase out emissions of air pollutants and greenhouse gas emissions (GHGs) by 2050 in alignment with the Paris Climate Agreement with the adoption of the Northwest Ports Clean Air Strategy, pursuant to Resolution No. 3785 of the Port of Seattle and Resolution No. 2021-01 of the Managing Members of the Northwest Seaport Alliance, both dated April 6, 2021; and

WHEREAS, the City of Seattle has similarly set ambitious targets to achieve City-wide net-zero GHG emissions by 2050 in alignment with the Paris Climate Agreement, pursuant to Resolution Nos. 31312 and 31757, and additionally, has established electrification of medium and heavy duty commercial fleets and maritime vessels and facilities, grid modernization, integrated planning, strategic technologies, and clean energy objectives as described in Seattle City Light's Transportation Electrification Strategic Investment Plan and 2022-2026 Strategic Plan; and

WHEREAS, in December 2019, the Port of Seattle Commission adopted Resolution No. 3767, establishing a Duwamish Valley Community Benefits Commitment Policy Directive to guide the implementation of the Duwamish Valley Community Equity Program and other Port operations that impact the Duwamish Valley Community, such as air pollutant and GHG emissions; and

WHEREAS, in 2016 the City of Seattle endorsed community principles for green jobs and requests of the City to incorporate strategies to advance green careers for people of color and other marginalized or under-represented groups pursuant to Resolution No. 31712; and

WHEREAS, in August 2019, the City of Seattle adopted the Green New Deal Resolution (Resolution No. 31895) relating to a Green New Deal for Seattle establishing goals, identifying actions necessary to meet these goals, affirming the federal Green New Deal resolution, and calling for the federal government to enact policies to advance a Green New Deal; and

WHEREAS, in September 2019, the Seattle City Council passed Ordinance 125926 in Council Bill 119604 to establish a Green New Deal Oversight Board composed of representatives to advance an equitable transition to a clean energy economy, centering frontline communities and workers most impacted by climate change; and

WHEREAS, in January 2020, City of Seattle Mayor Jenny Durkan introduced Green New Deal Executive Order 2020-01 directing all City departments to work together with the Green New Deal Oversight Board, the Environmental Justice Committee, and other key stakeholders to advance shared goals; and

WHEREAS, in 2020 the Port of Seattle adopted Resolution No. 3776, establishing a Workforce Development Policy Directive, with goals to increase equitable workforce access for the trades in port-related economic activities, with an emphasis on expanding opportunities to disproportionately impacted near-port communities and leveraging the Port's impact and innovation, including green jobs and green careers; and

WHEREAS, targeted investments in zero emissions fuels and energy infrastructure will enable significant reductions in GHG and air pollutant emissions which will improve health equity in neighboring communities while supporting regional economic development and workforce development in the clean energy, maritime, and electric utility industries; and

WHEREAS, the Port of Seattle, Northwest Seaport Alliance and Seattle City Light find that innovation, social justice, environmental leadership, operational excellence, and strategic infrastructure investments are vital to delivering benefits to the community and business partners locally, regionally, and nationally; and

WHEREAS, Seattle City Light is a net-zero GHG electric utility; and

WHEREAS, the Port of Seattle, Northwest Seaport Alliance, and related industry tenants are key customers of Seattle City Light that together seek to partner to help ensure the availability of affordable, reliable, flexible, resilient, innovative, environmentally responsive, and equitable utility services; and

WHEREAS, the electrification of facilities, vehicles, vessels, and equipment on Port of Seattle and Northwest Seaport Alliance sites will create significant electrical infrastructure demands which have implications for Seattle City Light's utility planning, distribution infrastructure investment, and delivery of key customer services; and

WHEREAS, the Port of Seattle, Northwest Seaport Alliance and Seattle City Light have or are conducting studies, climate adaptation planning, and other efforts aimed at improving the reliability and resiliency of critical public infrastructure; and

WHEREAS, solutions to achieve common goals for elimination of emissions will require both traditional and new and innovative infrastructure strategies such as battery and hydrogen storage, solar, microgrids, grid modernization, and other distributed energy resource and non-wires solutions, both at Port of Seattle properties and Northwest Seaport Alliance facilities and as a part of Seattle City Light's electrical distribution system; and

WHEREAS, the anticipated levels of investment by all Parties are significant and will benefit from joint planning and consideration of innovative financial strategies and business models and supportive policies and requirements, among other elements; and

WHEREAS, the Port of Seattle has initiated planning and coordination among the Port, Northwest Seaport Alliance, and Seattle City Light in recognition of the urgent need for climate action, in alignment with common goals and policies, and

WHEREAS, a partnership among the Port of Seattle, Northwest Seaport Alliance, and Seattle City Light provides a framework for collaboration, joint analysis and planning, identification of coordinated investment strategies, alignment of priorities, leveraging of expertise, and the efficient provision of public benefits;

NOW, THEREFORE, this PARTNERING AGREEMENT ("Agreement") is made this _____ day of _____, 2021 between the PORT OF SEATTLE, a Washington municipal corporation ("Port"), the NORTHWEST SEAPORT ALLIANCE, a Washington municipal corporation ("NWSA") and SEATTLE CITY LIGHT ("SCL"), a department of the City of Seattle ("City"), a municipal corporation of the State of

Washington, (individually “Party” and collectively “Parties”), for the Seattle Waterfront Clean Energy Strategy (“Strategy”).

This Agreement is intended to memorialize the relationship of the Parties and their respective obligations to each other and with respect to the Seattle Waterfront Clean Energy Strategy. The Parties agree as follows:

1. Purpose & Intent

- 1.1. The purpose of the Seattle Waterfront Clean Energy Strategy is to jointly identify, analyze, plan, organize, and develop the infrastructure improvements, technologies, and related implementation strategies necessary to put into service clean, cost-effective, resilient, and reliable energy for Port and NWSA facilities, tenants, and maritime industries in the Seattle Harbor.
- 1.2. The Parties recognize that clean-energy investments can be optimized by using a strategic approach involving investments by multiple parties over time, leveraging of outside funding, and consideration of new business models and financial strategies within evolving technology, policy, social, and economic landscapes.
- 1.3. The Parties have outlined the following guiding principles for the development and implementation of the Strategy:
 - Equity
 - Environmental Stewardship
 - Economic Development
 - Innovation
- 1.4. This Agreement outlines broad parameters for participation by the Parties for achievement of common goals around the Seattle Waterfront Clean Energy Strategy. The Parties may amend this Agreement or enter into future agreements as the Strategy advances through subsequent delivery phases to address items such as concurrence on timing, additional design and feasibility studies, equipment or facility siting and ownership, construction, major equipment procurement, financing, power purchasing agreements, cost sharing arrangements, strategic innovations, or other aspects as mutually determined by the Parties. Separate agreements would address implementation details that involve any exchange of property or money.
- 1.5. This Agreement includes specific commitments of the Parties, including:
 - Planning jointly for the provision of clean energy, including the inventory, forecast, analysis, and identification of coordinated actions.
 - Working together through a designated representative from each organization to manage the Strategy and establish a collaborative and communicative platform for identifying and assessing alternatives, developing solutions, reaching decisions, and resolving disputes.
 - Developing measures so that the Strategy development, capital planning, and delivery processes run smoothly and without surprises to any other Party.
 - Coordinating related studies, plans, and projects, and sharing information, inputs, and outputs to facilitate the integration of the Clean Energy Strategy within broader objectives of each of the Parties.
 - Employing a holistic, integrated planning approach that addresses multiple sites, near term as well as planned demands, co-optimized infrastructure and end use investments,

traditional infrastructure and non-wires solutions, and multi-party benefits and considerations (such as the utility, port, tenant, community, and industry).

- Evaluating and pursuing innovative solutions for clean energy deployment including infrastructure planning, delivery, operational procedures, policies, financing, and business models.
- Establishing a framework for and supporting ongoing coordination and implementation across the Parties.
- Coordinating communications and stakeholder engagement activities.
- Developing shared funding strategies to support and leverage clean energy investments.

2. Administration

2.1. Administration of this agreement shall be provided by the designated contacts for each of the Parties as follows below, which may be updated by notice pursuant to Section 12.10.

Port of Seattle: David Fujimoto, Senior Environmental Program Manager

Northwest Seaport Alliance: Graham VanderSchelden, Environmental Program Manager

Seattle City Light: Phil Ambrose, Senior Project Manager

2.2. Strategy Project Management

2.2.1. The Port shall provide for the overall project planning, development, and coordination of implementation of the Seattle Waterfront Clean Energy Strategy and shall direct the work of consultant(s). The Port shall establish schedules, convene meetings, and otherwise provide for Strategy oversight and management of activities.

Related planning activities, projects, or studies shall be managed by the respective agencies securing funding or otherwise leading those activities.

2.2.2. The project managers identified in Section 2.1 shall coordinate with each other as needed with respect to communications with external entities including local, state, and federal agencies, community organizations, industry, media, and other external audiences. The Port shall consult with the other Parties on communications that relate to their managed properties and/or operations.

The Parties agree to proactively coordinate communication activities involving external audiences. Coordination may include identifying opportunities for joint public statements. To facilitate coordination, the Parties will identify points of contact for engagement and communications at each agency.

2.2.3. Port staff will be the primary liaison with the Port of Seattle Commission on matters related to the Strategy and will jointly coordinate with NWSA or support SCL representatives on communications and updates to NWSA Managing Members or the Seattle City Council, respectively. NWSA will be the primary liaison with the NWSA Managing Members and SCL will be the primary liaison with the Seattle City Council.

2.3. Strategy Core Team

2.3.1. In order to ensure effective Strategy development and coordination across organizations, the Parties shall designate one or more representatives to form a Strategy Core Team.

Strategy Core Team representatives shall be authorized by their respective organizations to organize and coordinate among the Parties' staff as well as across Port, NWSA, and City departments in order to effectively support the Strategy's development and successful implementation. In addition, the Parties will identify staff to provide subject matter expertise, analysis, communications, support, and other functions across operational areas or lines of business as necessary to support the work.

2.3.2. Strategy Core Team members will commit to the successful advancement of the Strategy, including, but not limited to:

- Providing for the effective management of internal coordination efforts between various departments within their agency.
- Ensuring clear communication with management, leadership, and other decision makers, and seeking input where appropriate.
- Attending regular Strategy coordination meetings.
- Coordinating staff involvement in technical coordination meetings, stakeholder workshops, or other similar Strategy activities.
- Responding to requests for technical input and facilitating resolution of issues.
- Facilitating development of agreements.
- Providing subject matter expertise.
- Collection and provision of data.
- Co-development and analysis of Strategy elements.
- Coordination and integration of related studies.
- Stakeholder engagement, outreach, and communications.
- Timely review and comment.
- Clear, consistent, and proactive communication.

2.3.3. The Parties will share information on existing conditions and planned projects within the Planning Area with the intent to identify opportunities for coordination and to seek to align projects with longer-term Strategy objectives and/or minimize potential conflicts.

2.3.4. The Parties acknowledge that delays in decision-making by an individual organization can have significant impacts because of the nature of coordination across the participating organizations. The Parties agree to act in good faith to make best efforts to ensure the timely review, feedback, and delivery of elements for which they hold responsibility as determined through the course of the Strategy.

3. Funding

3.1. The Parties acknowledge it is each Party's responsibility to bear its own staff costs associated with participation in this Partnership Agreement.

3.2. The Parties recognize the value and potential benefits of outside technical expertise in the consideration of the planning, feasibility, financial analyses, design, and other elements important to the successful implementation of the Strategy. For the initial development of the Waterfront Clean Energy Strategy, the Port and NWSA have committed to provide funding for

consultant resources through 2022. After 2022, the parties agree to revisit the need for contributions of financial resources where appropriate to support the Strategy's implementation.

- 3.3. The development and implementation of the Strategy is anticipated to be attractive and competitive for outside funding, whether through public and/or private resources. The Parties shall collaborate on the development of a coordinated Clean Energy Funding Roadmap, including state, federal, and private partners and funders, designed to successfully position the Strategy and associated projects or components. The Funding Strategy should consider the mutual benefits of the collaboration of the Parties in the pursuit of grants, beneficial policies, and priorities as identified within the Strategy.
- 3.4. The Parties agree to discuss sources of outside funding related to the Strategy involving demonstrations, projects, promotion, or advertising or other in-kind resources involving private parties in advance of securing commitments.
- 3.5. Additional joint analyses, evaluations, plans, or other similar studies shall be subject to further discussion among the Parties, including any cost-sharing or other arrangements, as necessary and where beneficial to the Strategy.
- 3.6. This Agreement does not obligate any of the Parties to fund any portion of the Strategy or to bear any portion of another Party's costs. Cost-sharing may be addressed in separate agreements between one Party and another Party. The Parties anticipate that separate agreements will memorialize future agreements to fund and/or implement separate but related projects or strategies.

4. Strategy Development

- 4.1. Goals. The Parties have outlined and agree to pursue the overall goals for the Strategy as follows below. The Strategy intends to:
 - Utilize an integrated planning approach to jointly plan for and efficiently deploy clean energy infrastructure necessary for the maritime industry to transition to zero emission fuels and clean energy technologies by 2050;
 - Identify and develop financial strategies, business models, policies, and practices which are necessary to support the successful implementation of the Strategy;
 - Optimize SCL resources, including the application of grid modernization, non-wires solutions, and distributed energy resources, for all SCL customers;
 - Increase the resilience of critical energy infrastructure;
 - Mitigate risk with respect to future developments in technologies, policies, and economics.
 - Improve health equity in neighboring communities disproportionately affected by environmental and health impacts;
 - Support the growth of green jobs and equitable workforce development; and
 - Enhance regional competitiveness and economic development.
- 4.2. General Approach: The Seattle Waterfront Clean Energy Strategy is anticipated to describe the actions and investments needed to support zero-emissions fuels and technology deployment over time. These infrastructure investments are anticipated to address constraints and leverage

SCL's clean electrical energy resources as well as the establishment or scaling of renewable fuels.

Development of the initial Strategy is expected to include an assessment of baseline conditions, prioritization of sites in the planning area, forecast of future loads and operations, an analysis of alternatives, consideration of financial and business strategies, and identification of infrastructure investments, policies, and programs to be implemented over subsequent years.

- 4.3. Strategy Development Timeline: The planning process is anticipated to occur over the initial two years of the agreement (2021-2022) with implementation following in subsequent years.
- 4.4. Planning Horizon: Given the long-term nature of maritime industry capital investments and the significance of the range and geographic coverage of the investments required, the Parties anticipate a primary focus over a 10-year planning horizon, while recognizing a range of early, mid, and longer-term strategies or projects relevant to 30-year (2050) targets established by the Parties.
- 4.5. Stakeholder Engagement: The development and implementation of the Strategy is expected to include important engagement with neighborhoods, environmental justice communities, the maritime industry, regulatory agencies, non-governmental organizations, and state and local governments.

In collaboration with SCL and the NWSA, the Port will develop a Stakeholder Engagement Plan that describes the processes for engaging with community and industry stakeholders, which are anticipated to have different roles and engagement approaches. The Stakeholder Engagement Plan will consider environmental justice when outlining engagement goals, key messages, and steps to help ensure a well-informed approach to the Strategy.

- 4.6. The Parties expect to use the Strategy to guide future investments. It is expected that the planning activities as outlined will describe the strategic approach, actionable items, infrastructure investments, prioritization, and evaluation criteria needed for implementation to meet goals.
 - 4.7. Given the duration of this Agreement, the Parties agree to meet and confer at minimum annually after execution of this Agreement to evaluate the need for any modifications to the Agreement.
5. Strategic Innovation: The Parties recognize the importance of innovation in meeting the ambitious climate, resiliency, health equity, financial, economic competitiveness, and other objectives envisioned for the Clean Energy Strategy. The successful delivery of energy infrastructure is anticipated to require advancement of policies to support increased clean energy investment as well as new financial structures and utility or port business strategies to address financial constraints and risks. This Partnership Agreement explicitly provides for the ability to meet common goals through the identification, analysis, and consideration of strategic innovations to meet goals of the Parties both individually and collectively. These may include, but are not limited to, non-traditional utility energy delivery systems (such as distributed energy, energy storage, microgrids, efficiency and other non-wires solutions), infrastructure ownership models, power purchasing agreements, rate designs or rate structures, renewable fuels, operational policies, energy services, incentive-based fees, and alternative funding mechanisms or other arrangements which meet the overall goals and guiding principles for the Strategy.
 6. Implementation Framework: A framework outlining implementation actions, key performance indicators, annual planning, implementation, evaluation and adjustment, and other elements will be

developed to guide ongoing implementation of actions. As feasibility analyses, concept designs, and capital plans are further outlined, the Port, NWSA, and SCL will jointly assess future investments to coordinate timing, leverage funding strategies, manage costs, address planning requirements, and prioritize actions toward common goals.

In addition, the Strategy Implementation Framework will guide the scope and timing of future updates to the Strategy to address considerations such as access to capital, success with outside funding, industry partnerships, progress towards goals, and other similar considerations in line with policy objectives and the Partnership Agreement guiding principles.

7. **Coordination of Related Studies:** The development and implementation of the Strategy is anticipated to involve several related studies and analyses which may inform or influence outcomes. Conversely, the development of the Strategy may inform other related efforts. The Parties agree to coordinate related studies and share information through the duration of the Agreement. This includes, but is not limited to, the following studies in development as of the beginning of this Agreement:
 - Pacific Northwest National Laboratory's (PNNL) Networked Microgrids (SCL)
 - Pacific Northwest National Laboratory's (PNNL) Analytic Framework for Optimal Sizing of Hydrogen Fueling Stations for Heavy Duty Vehicles at Ports (SCL)
 - National Renewable Energy Laboratory's (NREL) Terminal 91 / Terminal 46 Analysis (Port)
 - NWSA's South Harbor Electrification Roadmap
 - SCL's Waterfront Small Area Load Forecast
 - Electric Power Research Institute's (EPRI) Electrification Assessment for City of Seattle (SCL)
8. **Clean Energy Capital Planning and Coordination of Projects**
 - 8.1. With the development of the Strategy, the Parties intend to create a forum for joint planning, coordination, and alignment of clean energy infrastructure investments and related implementation. A key goal of this approach is to organize infrastructure and energy supply delivery to optimize grid resources and reduce costs and time to delivery for infrastructure investment.
 - 8.2. The Parties anticipate a range of early-, mid-, and longer-term investments to achieve the common goals of the Strategy, which will include both utility and port infrastructure investments. The ongoing coordination of the Strategy is anticipated to be outlined with the development of the Implementation Framework.
 - 8.3. **Existing Projects:** The Port, NWSA and SCL are discussing, coordinating or advancing projects which help achieve the goals of the Strategy. The Parties agree to identify and review projects and incorporate the principles of this Partnering Agreement as practicable in feasibility studies, development, planning, design, procurement, and construction.
9. **Strategic Partnerships:** Through the course of implementing the Strategy, the Parties may wish to involve additional partners to help advance one or more goals of the Strategy. The Parties agree to coordinate such activities. In addition, where aligned with goals and guiding principles, nothing in this Agreement shall preclude the Parties from including additional partners to this Agreement. The inclusion of additional partners shall be subject to the mutual agreement of the Parties and amendment of the Agreement as set out in Section 12.9.

10. Sensitive Information: To the extent the Parties agree to share information that may be sensitive, the Parties agree to enter into appropriate non-disclosure agreements (NDAs) as necessary and in compliance with the Washington State Public Records Act, RCW 42.56.

11. Planning Area: The Strategy encompasses all areas of the Seattle Harbor owned, operated, or managed by the Port and NWSA, generally defined to be inclusive of all Port Maritime, Economic Development, and NWSA North Harbor properties, and the SCL service areas and distribution networks serving these areas. A map of the Planning Area is included as Attachment A, which may be periodically updated by notice pursuant to Section 12.8. The Planning Area may be modified in the event additional Strategic Partners are added and shall be subject to the mutual agreement of the Parties.

12. General Conditions

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

12.2. Legal Obligations. This Agreement does not relieve either Party of any obligation or responsibility imposed upon it by law. No third-party beneficiaries are intended to be created by this Agreement. No third party, by law or equity, may enforce this Agreement against the Port, NWSA, or SCL, their officers or elected officials, or any person.

12.3. Timely Performance. The Parties and selected consultant(s) shall meet regularly to develop and update a schedule and staffing assignment consistent with each Party's goals and the current version of the Strategy.

12.4. Counterparts. The signature page of this Agreement may be executed in any number of counterparts, each of which shall be an original.

12.5. Term. The initial term of this Agreement shall be for a period ten (10) years from the date of execution and may be renewed upon mutual agreement in writing for additional ten (10) year terms, unless notice of termination is provided as described in 12.6 Termination.

12.6. Termination. Any Party may terminate its participation in this Agreement for convenience upon 60 days' written notice to the other Parties.

12.7. Dispute Resolution. Any disputes or questions of interpretation of this Agreement that may arise between the Parties shall be governed under these Dispute Resolution provisions. The Parties agree that cooperation and communication are essential to resolving issues efficiently. If disputes about the implementation of this Agreement arise, the designated contact persons for the Parties shall meet to discuss the issues and attempt to resolve the dispute in a timely manner. If the designated contact persons are unable to resolve the dispute, then the Parties shall elevate the dispute to the Designee Contacts in Section 12.8 prior to pursuing legal remedies. At all times prior to resolution of the dispute, the Parties shall continue to perform under this Agreement in the same manner and under the same terms as existed prior to the dispute.

12.8. Notice. Any notice required or permitted to be given pursuant to this Agreement shall be in writing, and shall be sent by U.S. Mail and by email (with telephonic confirmation), to the

designated contacts at the following addresses unless otherwise indicated by the Parties to this Agreement:

Port of Seattle:

Sandra Kilroy, Senior Director, Engineering, Environment and Sustainability
Port of Seattle
PO Box 1209
Seattle, WA 98111

Northwest Seaport Alliance:

Jason Jordan, Director of Environmental Programs
Northwest Seaport Alliance
PO Box 2985
Tacoma, WA 98401-2985

Seattle City Light:

Emeka Anyanwu, Energy Innovation and Resources Officer
Seattle City Light
PO Box 34023
Seattle, WA 98124-4023

- 12.9. Amendments. Either Party may request changes to the provisions contained in this Agreement. Any change to this Agreement must be mutually agreed to by all Parties in writing and executed with the same formalities as the original Agreement. The inclusion of additional partners shall be subject to the mutual agreement in writing of all Parties.
- 12.10. Severability. If any court determines that any provision of this Agreement is invalid or unenforceable to any extent, the remainder of the Agreement shall not be affected thereby and each other term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

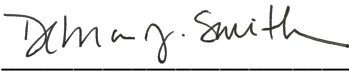
EXECUTED BY THE UNDERSIGNED PARTIES effective as of the date last below written:

Seattle City Light Debra Smith Chief Executive Officer Seattle City Light PO Box 34023 Seattle, WA 98124-4023	Port of Seattle Stephen P. Metruck Executive Director Port of Seattle PO Box 1209 Seattle, WA 98111	Northwest Seaport Alliance John Wolfe Chief Executive Officer Northwest Seaport Alliance PO Box 2985 Tacoma, WA 98401-2985
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SEATTLE CITY LIGHT

PORT OF SEATTLE

NORTHWEST SEAPORT ALLIANCE

By: 

By: 
S.P. Metruck (Oct 19, 2021 10:50 PDT)

By: 
John Wolfe (Oct 18, 2021 11:02 PDT)

Date: Oct 18, 2021

Date: Oct 19, 2021

Date: Oct 18, 2021

Attachment A – Planning Area – Port of Seattle and NWSA Properties

