

**THE NORTHWEST SEAPORT ALLIANCE**  
**MEMORANDUM**

**MANAGING MEMBERS**  
**ACTION ITEM**

<b>Item No.</b>	<u>8E</u>
<b>Date of Meeting</b>	<u>September 6, 2023</u>

**DATE:** August 28, 2023

**TO:** Managing Members

**FROM:** John Wolfe, CEO

**Sponsor:** Jason Jordan, Director, Environmental and Planning Services

**Project Manager:** Jason Jordan, Director, Environmental and Planning Services

**SUBJECT:** Interlocal Agreement (ILA) with National Oceanic and Atmospheric Administration (NOAA) for the management, operation, maintenance, and repair of NOAA's Tacoma and Seattle Physical Oceanographic real-time systems (PORTS®).

**A. ACTION REQUESTED**

Request authorization from the NWSA Managing Members for the Chief Executive Officer or his delegate to enter into a five-year Interlocal Agreement (ILA) MOA-2023-078 (#12584) between The Northwest Seaport Alliance and the U.S. Department of Commerce National Oceanic and Atmospheric Administration (NOAA) National Ocean Service (NOS) Center for Operational Oceanographic Products and Services for the Management, Operation, Maintenance and Repair of NOAA's Tacoma and Seattle Physical Oceanographic Real-Time Systems (PORTS®) for \$450,800.

**B. SYNOPSIS**

The purpose of this Agreement is to establish a funding stream to allow NOAA to manage, operate, maintain, enhance, and repair NOAA's Tacoma Physical Oceanographic Real Time System (TAPORTS) and additional new location in Seattle for NOAA's Seattle Physical Oceanographic Real Time System (SEPORTS).

This Agreement is between the U.S. Department of Commerce, National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS), through

the Center for Operational Oceanographic Products and Services (CO-OPS), and The Northwest Seaport Alliance (NWSA), collectively referred to as the “Parties”.

PORTS® is a program managed by the NOS CO-OPS that supports safe and cost-efficient navigation by providing ship masters and pilots with accurate real-time or near real-time information required for safe vessel loading and transit and to avoid groundings and collisions. CO-OPS oversees the operation and maintenance of these systems with funding generally provided by the local communities. The quality control of all PORTS® data is maintained by CO-OPS through the Continuous Operational Real-Time Monitoring System (CORMS). CORMS is a 24-hour, 7-day watch to monitor all PORTS® data as well as data from the NOS National Water Level Observation Network (NWLON) stations.

### **C. BACKGROUND**

The Port of Tacoma entered into an agreement with NOAA in 2003 to provide funding for the installation, operation, and maintenance of a tidal and a wind gauge at the Port of Tacoma. These two gauges measure water level, water temperature, air temperature, barometric pressure, and wind speed/direction 24/7, and transmit real-time data to a centralized, web-accessible location. There was a lapse with no agreement between 2008 and 2013. Based on the need for Tacoma Pilots and Port staff a new agreement was authorized in 2013 and again in 2018. Cost to date for these agreements total \$124,042.

The Tacoma equipment was installed as one of 21 stations nationwide that are a part of NOAA's PORTS®. PORTS® is a program that supports safe and cost-efficient navigation by providing ship masters and pilots with accurate real-time information required for safe vessel loading and transits, and to avoid groundings and collisions. PORTS® measures and disseminates observations and predictions of water levels and meteorological parameters (e.g., winds, atmospheric pressure, air and water temperatures) that mariners need to navigate safely. This Agreement includes the creation of similar capability in Seattle, establishing the new SEPORTS system location. The Puget Sound Pilots have requested the establishment of the SEPORTS system. The following link will direct you to the NOAA site where the Tacoma station can be reviewed:

<https://tidesandcurrents.noaa.gov/ports/index.html?port=ta>

NOAA is requesting an agreement to include the installation of an additional system in the North Harbor (SEPORTS). The 2018 agreement between the Port of Tacoma and NOAA expired in May 2023. NOAA continues to operate and maintain the site but needs the new agreement to continue to operate this location.

## **D. FINANCIAL IMPLICATIONS**

### ***Source of Funds***

The system in Tacoma has been funded by the Port of Tacoma, which allocated 87% of the annual cost to the NWSA. There has been no similar cost in Seattle. With this new agreement the NWSA will pay for both systems which are required for maritime cargo. No allocations will be made to the two homeports as the amounts are not material.

Funding for this five-period Agreement is as follows:

Following the signing of this Agreement by both parties, NOS will invoice NWSA 30 days in advance of the due date. These funds are required for the establishment, management, operations, maintenance, and repair of the TAPORTS and SEPORTS. NOS will invoice the NWSA for the next subsequent four periods for a total of \$450,800 over the 5 years of the Agreement.

1. The total cost for NWSA for TAPORTS over this five period Agreement is \$131,000 (see Appendix A) for activities under this Agreement. This is based on annual operating expenses of \$26,200 per year.
2. The total cost for NWSA for SEPORTS over this five period Agreement is \$319,800 (see Appendix B) for activities under this Agreement. This includes establishing the SEPORT system at a cost of \$136,300 plus annual operating expenses of \$36,700. The annual operating costs in Seattle is more due to different equipment needs. The costs will be expensed as incurred in both harbors.

## **E. ATTACHMENTS TO THIS REQUEST**

- July 7, 2023 Partner Transmittal Letter
- MOA-2023-078

## **F. PREVIOUS ACTIONS OR BRIEFINGS**

- MOA-2003-126/1023 signed on October 09, 2003
- August 1, 2013 - POT Commission authorization of MOA-2013-059/8745
- August 16, 2018 - POT Commission authorization of MOA-2018-115/11677



Item No.: 8E Attachment  
Meeting Date: Sept. 6, 2023

**UNITED STATES DEPARTMENT OF COMMERCE**  
**National Oceanic and Atmospheric Administration**  
NATIONAL OCEAN SERVICE  
Silver Spring, Maryland 20910

July 07, 2023

John Wolfe  
Chief Executive Officer  
Northwest Seaport Alliance  
One Sitcum Plaza  
Tacoma, WA 98401

Dear Mr. Wolfe:

Enclosed is MOA-2023-078, An Agreement between the U.S. Department of Commerce, National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS), Center for Operational Oceanographic Products and Services (CO-OPS) and the Northwest Seaport Alliance for the Management, Operation, Maintenance, and Repair of NOAA'S Tacoma and Seattle Physical Oceanographic Real-Time Systems (PORTS®). This agreement will become effective upon the signature of all of the approving officials and will provide operation and maintenance funding through July 31, 2028.

Once signed by both Parties, this agreement will remain in effect for five years. The agreement will be reviewed at least once during execution and significant changes in service, costs, or products will be implemented via amendments as necessary. Invoicing for annual operation and maintenance costs in accordance with Appendix A will not require an amendment unless cost, service, or products.

The NOS Assistant Administrator, Nicole LeBoeuf has electronically signed the agreement. Please sign the agreement with an electronic or wet signature and return an electronic copy of the enacted agreement to the CO-OPS Agreements Coordinator, Artara Johnson via email at [artara.johnsson@noaa.gov](mailto:artara.johnsson@noaa.gov). CO-OPS will strive for reliable operation of the PORTS® while making every effort to control costs. Should you have any questions regarding this action, please contact Christopher DiVeglio, Maritime Services Program Manager, at [christopher.diveglio@noaa.gov](mailto:christopher.diveglio@noaa.gov) or (240-620-6919).

We look forward to continuing this cooperative effort between our organizations that supports our common interest in the safe navigation and environmental management.

Sincerely,

**WESTLEY.MARIAN** Digitally signed by  
WESTLEY.MARIAN.B.1365896638  
**B.1365896638** Date: 2023.07.07 14:52:22 -04'00'

Dr. Marian Westley, Acting Director  
Center for Operational Oceanographic  
Products and Services

Enclosures



**A FUNDED AGREEMENT**

**Between The**

**U.S. DEPARTMENT OF COMMERCE  
NATIONAL OCEANIC AND ATMOSPHERIC  
ADMINISTRATION NATIONAL OCEAN SERVICE  
CENTER FOR OPERATIONAL OCEANOGRAPHIC  
PRODUCTS AND SERVICES**

**And The**

**NORTHWEST SEAPORT ALLIANCE**

**For The**

**MANAGEMENT, OPERATION, MAINTENANCE, AND  
REPAIR OF**

**NOAA'S  
TACOMA AND SEATTLE  
PHYSICAL**

**OCEANOGRAPHIC REAL-TIME SYSTEMS (PORTS )<sup>®</sup>**

**NOS Agreement Code: MOA-2023-078 (#12584)**

## **I. PARTIES AND PURPOSE**

- A. This Agreement is between the U.S. Department of Commerce, National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS), through the Center for Operational Oceanographic Products and Services (CO-OPS), and the Northwest Seaport Alliance (NWSA), collectively referred to as the “Parties”.
- B. The purpose of this Agreement is to establish a funding stream to allow NOS to establish, manage, operate, maintain, enhance, and repair NOAA’s Tacoma Physical Oceanographic Real Time System (TAPORTS) and NOAA’s Seattle Physical Oceanographic Real Time System (SEPORTS).

## **II. BACKGROUND**

- A. The Northwest Seaport Alliance (NWSA) is a marine cargo operating partnership of the Port of Seattle and Port of Tacoma. The Alliance is a leading container gateway in the United States. Under a port development authority, the NWSA manages the container, breakbulk, auto, and some bulk terminals in Seattle and Tacoma. NOS and the NWSA have a common interest in safe and efficient navigation for vessels servicing the Port of Tacoma and Port of Seattle.
  - 1. The Port of Tacoma is a public port district organized under the laws of the State of Washington within Pierce County. Founded in 1918, the Port serves greater Pierce County by promoting trade, supporting family-wage jobs, and improving the environment. Today, more than 42,100 jobs and nearly \$3 billion in economic activity in Pierce County depend on the Port of Tacoma. TAPORTS was installed and operated at the request of the Port of Tacoma officially since 2003.
  - 2. The Port of Seattle was founded in 1911 by a vote of the people as a special purpose government; the Port of Seattle’s mission is to promote economic opportunities and quality of life in the region by advancing trade, travel, commerce, and job creation in an equitable, accountable, and environmentally responsible manner. The Port of Seattle is a leader in moving people and cargo across the country and around the world. With facilities and property ranging in scope from a half-acre park to one of the largest airports and container terminals on the West Coast, the Port maximizes the public assets in its portfolio with an eye toward best uses and environmental sustainability. Under this Agreement, SEPORTS will be established.
- B. PORTS® is a program managed by the NOS CO-OPS that supports safe and cost-efficient navigation by providing ship masters and pilots with accurate real-time or near real-time information required for safe vessel loading and transit and to avoid groundings and collisions. CO-OPS’ oversees the operation and maintenance of these systems with funding generally provided by the local communities. The quality control of all PORTS® data is maintained by CO-OPS through the Continuous Operational Real-

Time Monitoring System (CORMS). CORMS is a 24-hour, 7-day watch to monitor all PORTS® data as well as data from the NOS National Water Level Observation Network (NWLON) stations. The automated system flags questionable data, and personnel then intervene and stop transmission of questionable data until the issue is resolved.

### III. AUTHORITIES

- A. The funding transfer authority for NOS and the NWSA to enter into this Agreement is the Coast and Geodetic Survey Act (CGSA), 33 U.S.C. § 883e, which provides that the Secretary of Commerce is authorized to enter into cooperative agreements or any other agreement, with, and to receive and expend funds made available by any state, or subdivision thereof, any federal agency, or any public or private organization, or individual for surveys and investigations authorized under §§ 883a *et seq.*
- B. The programmatic authority for NOS to enter into this Agreement is the CGSA, 33 U.S.C. §§ 883a *et seq.*, which authorizes the Secretary of Commerce to conduct hydrographic and topographic surveys, tide and current observations, and analysis and prediction of tide and current data.
- C. NWSA is a port development authority organized and operating pursuant to Revised Code of Washington (RCW) 53.57, and may therefore engage in cooperative agreements with any federal agency and receive funding for same under RCW 39.34.030.

### IV. RESPONSIBILITIES OF THE PARTIES

PORTS® is a partnership program based on extensive collaboration between NOS and the local maritime user community to identify local navigation needs. The PORTS® partnership is founded on the principle that there are both local and national responsibilities. Funding for the ongoing operations and maintenance will be the responsibility of the NWSA.

- A. NOS agrees to provide the following using appropriated funds:
  - 1. Personnel and technical expertise required to assure that the system design, installation, operation, maintenance, and repair of the TAPORTS and SEPORTS are in accordance with NOS guidelines and standards.
  - 2. Data dissemination in both text and graphical formats for the TAPORTS and SEPORTS. Data on this website will be updated every six minutes.
    - a. TAPORTS website:  
<https://tidesandcurrents.noaa.gov/ports/index.html?port=ta>
    - b. SEPORTS website will be developed once the PORTS® is established  
<https://tidesandcurrents.noaa.gov/ports/index.html?port=se>
  - 3. Real-time quality control of all TAPORTS and SEPORTS data in the form of a 24 hours per day/7 days per week CORMS operation. This activity will be staffed by personnel contracted by NOS to ensure that the data disseminated meets NOAA's standards for safe navigation.

4. Communications cost associated with CORMS.
  5. Software maintenance and enhancements (which may be developed by CO-OPS).
  6. Updates or refinements to the Mean Lower Low Water (MLLW) or other datum values as may be developed by NOS.
  7. Recommendations for hardware and equipment upgrades.
  8. A designated site representative. The site representative is the NOS contact listed in Section VI. NOS shall notify NWSA if a new TAPORTS or SEPOINTS site representative is designated. This will not require an amendment to this Agreement.
  9. Proposals for and final approval of all changes, additions, and modifications to the TAPORTS and SEPOINTS.
- B. NOS shall provide the following using NWSA funds:
1. Personnel and expertise required to establish, enhance, operate, and maintain the TAPORTS and SEPOINTS. This effort may utilize contractor support when appropriate.
  2. Purchase equipment and supplies required to establish SEPOINTS.
  3. Purchase equipment and supplies for the replacement of damaged or faulty equipment. This does not include major infrastructure repairs or station relocation, which require an amendment to the Agreement.
  4. Routine and unscheduled maintenance of the TAPORTS and SEPOINTS stations identified in Appendix A and B in accordance with NOS guidelines and standards. This includes sensor calibrations.
  5. Purchase the necessary modules/components required for the repairs.
  6. Recurring communications such as monthly IP Cellular Modem and Iridium services (as applicable).
  7. Removal of oceanographic sensors and related equipment for the stations identified in Appendix A and B, if this Agreement is terminated and the equipment no longer meets the mission objective or removal of the equipment is in the public interest.



- C. NWSA as agent for and with support of Port of Tacoma and Port of Seattle shall:
1. Provide the funding described in Section V hereof for the establishment, management, operation, maintenance, and repair of the TAPORTS and SEPORTS.
  2. Provide recapitalization funds for the purchase of equipment and supplies for the replacement of damaged or faulty equipment. This does not include major infrastructure repairs or station relocation, which require an amendment to the Agreement.
  3. Designate a local site representative for Port of Tacoma and Port of Seattle. The site representatives are listed in Section VI. The NWSA shall notify NOS if a new TAPORTS or SEPORTS site representative is designated. This will not require an amendment to this Agreement.
  4. Not access, maintain, repair, modify, or upgrade any component of TAPORTS or SEPORTS. Nothing contained in this Agreement gives or vests in NWSA the authorization to maintain, repair, modify, or upgrade any component of TAPORTS and SEPORTS without written consent of all Parties.

**V. FUNDING, PAYMENT, AND REIMBURSEMENT ARRANGEMENTS**

- A. With the signing of this Agreement, the NWSA will assume responsibility for funding the establishment, operation, maintenance, and repair of the TAPORTS and SEPORTS on an annual basis. See Appendix A for cost schedule for TAPORTS and Appendix B for SEPORTS.

- B. Funding for this five-period Agreement is as follows:

Following the signing of this Agreement by both parties, NOS will invoice NWSA 30 days in advance of the due date. These funds are required for the establishment, management, operations, maintenance, and repair of the TAPORTS and SEPORTS. These funds are to be provided to NOS within 30 days of receipt of invoice. NOS will invoice the NWSA for the next subsequent four periods as noted above in accordance with Appendix A and B, for a total of \$450,800 over the 5 periods of the Agreement. These funds will be provided to NOS within 30 days of the invoice, always subject to the same terms and conditions described above. There will be no required amendments to this Agreement unless there is a change in service, costs or products.

1. The total cost for NWSA for TAPORTS over this five period Agreement is \$131,000 (see Appendix A) for activities under this Agreement.
  2. The total cost for NWSA for SEPORTS over this five period Agreement is \$319,800 (see Appendix B) for activities under this Agreement.
- C. NOS will send invoice(s) to the following address:

POC:	Ashley Novinger
Position:	Manager, Accounting Operations
Address:	P.O. Box 2985

Tacoma, WA 98401-2985  
Telephone Number: (800) 657-9808  
E-mail: accountspayable@portoftacoma.com

D. The following financial information applies:

1. NWSA  
Employer ID: 47-4921178  
DUNS Number: 08-0017209
2. NOAA/NOS/CO-OPS  
DUNS<sup>1</sup> Number: 15-6140209  
Employer ID: 52-0821608

Treasury Account Symbol (appropriation code for collection):13x1450

- a. CBS ACCS number for TAPORTS: 14-2023-1BK6XT2-P00-10-16-0000-00-00-00-00
- b. CBS ACCS number for SEPORTS: 14-2023-1BK6XSP-P00-10-16-0000-00-00-00-00

E. NOAA/NOS/CO-OPS will not recover all costs for the services it is providing. NOAA's contribution to the TAPORTS<sup>2</sup> and SEPORTS<sup>3</sup> partnership includes maintaining its CORMS for data quality control, related PORTS<sup>®</sup> data dissemination infrastructure, and other technical and administrative oversight in the amount appropriated for PORTS<sup>®</sup> in the current fiscal year. Based upon several published studies of the economic benefits of PORTS<sup>®</sup>, there is an estimated annual benefit for each PORTS<sup>®</sup> of \$2.2M - \$4.5M. In accordance with 33 U.S.C. § 883e(2), NOAA has determined the amount of benefits it derives from this Agreement exceeds its contribution. Additionally, improvements in spill response, weather forecasts, and storm surge forecasts enabled by the PORTS<sup>®</sup> data are in keeping with NOAA's mission to protect life and property.

F. This Agreement is subject to the availability of funds. NOS participation in this Agreement is contingent on receipt of the Federal funding required to operate the CORMS. Should NOS be required to cancel this Agreement, any funds transferred to NOS will be returned to NWSA to the extent that NOS has not incurred obligations.

G. Any unused funds which remain at the conclusion of any period of performance shall be carried over into the following funding period with an accounting provided to NWSA within 90 days of the end of any such period. Any unused funds that remain at the conclusion of this Agreement shall be carried over into subsequent Agreements.

H. Equipment used in this project shall remain NOS property. If this Agreement is terminated under subsection VII.E., NOS will leave the TAPORTS and SEPORTS

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<sup>1</sup> Dun & Bradstreet Universal Numbering System

<sup>2</sup> NOAA's estimated annual contribution to TAPORTS is \$25,000.

<sup>3</sup> NOAA's estimated annual contribution to SEPORTS is \$75,000

equipment in place, if it believes that such an action would be in the public's best interests.

- I. If the NWSA fails to provide necessary funds, NOS will monitor data quality and terminate dissemination of information when, in its sole discretion, the information quality approaches unacceptable limits.

## VI. CONTACTS

- A. The Points of Contact (POC) for each of the Parties to this Agreement are:

1. NOS: Christopher DiVeglio  
Position: Maritime Services Program Manager  
Address: NOAA/NOS/CO-OPS  
1305 East West Highway  
Silver Spring, Maryland 20910  
Telephone Number: (240) 620 6919  
email: [christopher.diveglio@noaa.gov](mailto:christopher.diveglio@noaa.gov)
2. NWSA: Jason Jordan  
Position: Director, Environmental and Planning  
Address: One Sitcum Plaza  
Tacoma, WA 98401  
Telephone Number: (253) 678 9256  
email: [jjordan@nwseaportalliance.com](mailto:jjordan@nwseaportalliance.com)

- B. For day-to-day operations and technical assistance, the NWSA, TAPORTS, and SEPORTS Site Representatives are:

1. NOS: Steve Bassett  
Address: NOAA/FOD/Building 8  
7600 Sand Point Way NE  
Seattle, WA 98115  
Telephone Number: (206) 526-6910  
Cell: (206) 276-3587  
email: [steve.bassett@noaa.gov](mailto:steve.bassett@noaa.gov)
2. NWSA: Heather Curbow  
Position: Environmental/Planning Specialist  
Address: One Sitcum Plaza  
Tacoma, WA 98401  
Telephone Number: (253) 888-4702  
email: [hcurbow@portoftacoma.com](mailto:hcurbow@portoftacoma.com)
3. Port of Tacoma: Heather Curbow  
Position: Environmental/Planning Specialist  
Address: One Sitcum Plaza  
Tacoma, WA 98401

Telephone Number: (253) 888-4702  
email: [hcurbow@portoftacoma.com](mailto:hcurbow@portoftacoma.com)

4. Port of Seattle: Heather Curbow  
Position: Environmental/Planning Specialist  
Address: One Sitcum Plaza  
Tacoma, WA 98401  
Telephone Number: (253) 888-4702  
email: [hcurbow@portoftacoma.com](mailto:hcurbow@portoftacoma.com)

C. The Financial POCs for this Agreement are:

1. NOS: Kelvin James  
Position: Budget Officer  
Address: NOAA/NOS/CO-OPS  
1305 East West Highway  
Silver Spring, Maryland 20910  
Telephone Number: (301) 520-4769  
email: [kelvin.james@noaa.gov](mailto:kelvin.james@noaa.gov)
2. NWSA: Lien Dam  
Position: Sr. Financial Analyst and Deputy Treasurer  
Address: P.O. Box 2985  
Tacoma, WA 98401-2985  
Telephone Number: (253) 428-8623  
email: [ldam@nwseaportalliance.com](mailto:ldam@nwseaportalliance.com)

- D. The Parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change. The change does not require a formal amendment.

## VII. DURATION OF AGREEMENT, AMENDMENTS, OR TERMINATION

- A. This five-period Agreement will become effective upon the signature of both of the approving officials of the respective organizations entering into this Agreement, and will end of July 31, 2028. Period 1 of operations and maintenance will begin on upon signature and end on July 31, 2024. The duration of each subsequent period of this Agreement shall be for one year, beginning on August 1<sup>st</sup> and ending on July 31<sup>st</sup>. Thus, the second period will begin on August 1, 2024 and end on July 31, 2025. Periods three, four and five shall follow the same schedule. Any negotiated changes in Periods 2-5 of operation and maintenance funding from those listed in Appendix A and B will be addressed in a mutually agreeable amendment to this Agreement. Otherwise, NOS will invoice the Port of Seattle 30 days in advance of the due date for the amounts shown in Appendix A and B for that Period and will receive payment within 30 days of that invoice subject to the provisions in paragraph V.B, above.

- B. This Agreement may be amended within the scope of this Agreement or extended at any time through the written mutual consent of the parties. The parties will review this Agreement at least once during the execution of this Agreement to determine whether it should be revised or terminated.
- C. This Agreement may be terminated by (1) mutual written consent; (2) 90 days advance notice by either Party; or (3) completion of the operation/terms of this Agreement.
- D. The transfer of funds from NWSA to NOS will not require an amendment. However, if the amount to be transferred is greater than the total amount cited in paragraph V.B above, then an amendment will be required.
- E. In addition to any other right of NWSA to terminate this Agreement, NWSA shall have the right, at its sole discretion and upon its determination that it has inadequate funds available for the purposes of this Agreement, to cancel this Agreement without loss or cost to the NWSA except as specifically provided for in this subsection VII.E. Termination under this subsection VII.E shall become effective upon written notice by the NWSA to NOS.
- F. If either party terminates this Agreement for lack of funds pursuant to paragraphs VII.E or IX.C, or upon 90 day notice pursuant to paragraph VII.C., NOS may only be reimbursed for costs incurred prior to the date of the written notice of termination, so long as any such cost is otherwise authorized and appropriate. NOS may also use remaining reserve funds, if any and only up to a max of \$100,000, for the removal of equipment following termination. All other unexpended funds that are received from the County shall be returned to the NWSA.
- G. NOS reserves the right to resume maintenance and operation of the TAPORTS and SEPARTS at any time if, in its sole discretion, it believes that such an action would be in the public's best interest.

## **VIII. RESOLUTION OF DISAGREEMENTS**

Should disagreement arise as to the interpretation of the provisions of this Agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement will be stated in writing by each Party and presented to the other Party for consideration. If agreement on interpretation is not reached within 30 days, the Parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

## **IX. OTHER TERMS AND CONDITIONS**

- A. This Agreement in no way limits other government agencies (federal, state, and local), port authorities, companies involved in maritime commerce, commercial fishermen, recreational boaters and fishermen, researchers, and the general public from having access to TAPORTS and SEPARTS data through the Internet.

- B. NOAA agrees to promptly consider and adjudicate any and all claims which may arise out of work under this Agreement by NOS or duly authorized representatives or contractors of NOS and to pay for any damage or injury as may be required by Federal law. Such adjudication will be pursued under the Federal Torts Claim Act, 28 U.S.C. §§ 2671 *et seq.* or other such legal authority as may be pertinent. NOAA also agrees to consider and adjudicate any claims for damage or injury sustained by NOAA personnel in the performance of their official duties while doing the work under this Agreement. Such adjudication will be made pursuant to the Federal Compensation Act, 5 U.S.C. §§ 8181 *et seq.*, or other such legal authority as may be pertinent.
- C. All responsibilities under this Agreement are subject to the availability of appropriated funds. NOS participation in this Agreement is contingent on receipt of the Federal funding required to operate the CORMS.
- D. In executing the terms and conditions of this agreement, NOS shall comply with all applicable federal, state, and local environmental laws, statutes, regulations, executive orders, and permits.
- E. NOAA shall cause its contractors to maintain during the performance of any work under the terms of this Agreement, and for one year after such work is completed or accepted, insurances with limits of liability not less than those stated in the Federal Acquisition Regulation (FAR) 28.307-2. See Appendix C.

**X. ACCEPTED AND APPROVED**

FOR THE U.S. DEPARTMENT OF  
COMMERCE  
NATIONAL OCEANIC AND  
ATMOSPHERIC ADMINISTRATION  
NATIONAL OCEAN SERVICE

FOR THE NORTHWEST SEAPORT ALLIANCE

By: \_\_\_\_\_

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By: \_\_\_\_\_

For: Nicole R. LeBoeuf  
Assistant Administrator  
National Ocean Service

John Wolfe  
Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX A TACOMA PORTS®

The Tacoma PORTS (TAPORTS) consists of the following major components:

- A. TAPORTS water level station located in Tacoma, Washington. The station includes a microwave radar water level sensor, data collection platform with Geostationary Operational Environmental Satellite (GOES) transmitter, rechargeable battery, solar panel, and a telemetry system (radio/modem/antenna for telephone modem). This station also includes an air temperature sensor and barometric pressure sensor.
- B. TAPORTS stand-alone meteorological station located near the Tacoma water level station. The station includes an anemometer, data collection platform, line-of-sight radio modem, rechargeable battery, solar panel and a telemetry system (radio/modem/antenna or telephone modem).
- C. Spare equipment and measurement system components.
- D. Additional data collection sites or sensors may be added or deleted from the TAPORTS in the future and will be addressed through a mutually agreed upon amendment to this Agreement.

### TAPORTS

#### Enhancement, Management, Operation, Maintenance, Recapitalization and Repair Cost Schedule

Measurement System	Annual Operation and Maintenance Costs				
	Period 1 Upon signature – 07/01/2024	Period 2 08/01/2024 – 07/31/2025	Period 3 08/01/2025 – 07/31/2026	Period 4 08/01/2026 – 07/31/2027	Period 5 08/01/2027 – 07/31/2028
Tacoma (WL and MET)	\$26,200	\$26,200	\$26,200	\$26,200	\$26,200
<b>Total</b>	<b>\$26,200</b>	<b>\$26,200</b>	<b>\$26,200</b>	<b>\$26,200</b>	<b>\$26,200</b>
<b>Total NWSA Responsibility for Tacoma PORTS - \$131,000</b>					

WL – PORTS water level station  
MET – Meteorological station only

## APPENDIX B SEATTLE PORTS®

The Seattle PORTS (SEPORTS) consists of the following major components:

- A. SEPORTS current measurement station at Harbor Island on the west channel of the Duwamish Waterway. The location will include an Acoustic Doppler Current Profiler (ADCP) to measure currents (horizontally mounted at the Pier), data collection platform; a rechargeable battery; a solar panel or AC charger; and a telemetry system (radio/modem/antenna for telephone modem).
- B. SEPORTS stand-alone meteorological station located near Harbor Island or along the south end of Elliot Bay. The location will include an anemometer, air temperature and air pressure sensors, a data collection platform, line-of-sight radio modem, rechargeable battery, solar panel and a telemetry system (radio/modem/antenna or telephone modem).
- C. Existing NOS National Water Level Observation Network (NWLON) station included in the SEPORTS at one location: (1) Seattle, WA. This station includes an air acoustic water level sensor with protective well or microwave radar water level sensor, back up pressure-based water level sensor, data collection platform with Geostationary Operational Environmental Satellite (GOES) transmitter, rechargeable battery, solar panel, and a telemetry system (radio/modem/antenna for telephone modem). In addition, this station will be upgraded to include a meteorological package consisting of an anemometer, air/water NWLON station is not a responsibility of NWSA).
- D. Spare equipment and measurement system components.
- E. Additional data collection sites or sensors may be added or deleted from the SEPORTS in the future and will be addressed through a mutually agreed upon amendment to this Agreement.

### SEPORTS

#### Establishment, Management, Operation, Maintenance, Recapitalization and Repair Cost Schedule

Measurement System	Annual Operation and Maintenance Costs				
	Period 1 Upon signature - 7/31/2024	Period 2 08/01/2024 - 07/31/2025	Period 3 08/01/2025 - 07/31/2026	Period 4 08/01/2026 - 07/31/2027	Period 5 08/01/2027 - 7/31/2028
Seattle Current Meter Equipment (includes spare sensor)	\$79,000	\$0	\$0	\$0	\$0
Seattle Current Measurement Station Installation	\$40,000	\$0	\$0	\$0	\$0



<b>Seattle Current Measurement Station Operation and Maintenance</b>	<b>\$0</b>	<b>\$27,000</b>	<b>\$27,000</b>	<b>\$27,000</b>	<b>\$27,000</b>
<b>Seattle Meteorological Station Equipment</b>	<b>\$36,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Seattle Meteorological Station Installation</b>	<b>\$18,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Seattle Meteorological Station Operation and Maintenance</b>	<b>\$0</b>	<b>\$9,700</b>	<b>\$9,700</b>	<b>\$9,700</b>	<b>\$9,700</b>
<b>Seattle NWLON Station*</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total</b>	<b>\$173,000</b>	<b>\$36,700</b>	<b>\$36,700</b>	<b>\$36,700</b>	<b>\$36,700</b>
<b>Total NWSA Responsibility for Seattle PORTS - \$319,800</b>					

\*NWLON – National Water Level Observation Network (NOAA funded maintenance)

## **Appendix C**

### **Federal Acquisition Regulations**

#### **28.307-2 Liability.**

- a) ***Workers' compensation and employer's liability.*** Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. (See 48CFR28.305(c) for treatment of contracts subject to the Defense Base Act.)
- b) ***General liability.***
1. The contracting officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
  2. Property damage liability insurance shall be required only in special circumstances as determined by the agency.
- c) ***Automobile liability.*** The contracting officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- d) ***Aircraft public and passenger liability.*** When aircraft are used in connection with performing the contract, the contracting officer shall require aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.
- e) ***Vessel liability.*** When contract performance involves use of vessels, the contracting officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.

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