

Exh. MM-39
Docket TP-220513
Witness: Michael Moore

**BEFORE THE STATE OF WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,

Complainant,

v.

PUGET SOUND PILOTS,

Respondent.

Docket No. TP-220513

**EXHIBIT TO TESTIMONY OF
Captain Michael Moore
ON BEHALF OF
PACIFIC MERCHANT SHIPPING ASSOCIATION**

BWPO Consulting Agreement with PSP

FEBRUARY 10, 2023

PROGRAM SERVICES AGREEMENT

This Program Services Agreement, (the "Agreement") is made as of June 1, 2021 ("Effective Date") by and between **The Brigham and Women's Physicians Organization, Inc.**, a not-for-profit Massachusetts corporation with a place of business at 75 Francis Street, Boston, MA 02115 ("BWPO"), and Puget Sound Pilots, an unincorporated association in Washington state with a place of business at 200 Western Ave, Suite 200, Seattle, Washington 98121 ("PSP"). BWPO and PSP are sometimes referred to herein, individually, as a "Party" and, collectively, as the "Parties."

BACKGROUND

A. BWPO employs staff with expertise in medical education and training in diverse clinical disciplines. Through its medical professionals in the Department of Medicine, BWPO has developed a comprehensive understanding of sleep and circadian rhythm disorders and has created programs to educate the general public on sleep health, sleep science, and sleep medicine. BWPO, through its Division of Sleep and Circadian Disorders, delivers such services through its Sleep Matters Initiative ("SMI").

B. PSP provides round-the-clock staffing 365 days per year to safely pilot vessels through Puget Sound. In support of its efforts to improve scheduling efficiency and, maintain the health and safety of its member pilots (each, a "Member Pilot"), PSP desires to engage BWPO to conduct certain services in conjunction with the Sleep Matters Initiative for PSP member pilots (the "Program").

C. BWPO is willing to provide such services on behalf of PSP in the manner described herein and provide the services identified in Attachment A (the "Program Services"). The Parties anticipate that the services contemplated by this Agreement will support the charitable mission of BWPO, the legitimate interests of PSP, and, ultimately, provide benefits to the public.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth in this Agreement, the Parties agree as follows:

1. **Scope of Activities.** BWPO will ensure that its activities conducted within the context of this Agreement are in furtherance of and consistent with BWPO's charitable missions of research, education, and patient care. The terms and conditions of this Agreement will govern the overall conduct of the activities undertaken by the Parties.

2. **Program Services and Deliverables.** BWPO shall perform the Program Services described in Attachment A and shall prepare for PSP the deliverables specifically identified therein (the "Deliverables"). The Program Services shall be performed and all Deliverables shall be prepared by BWPO-affiliated staff. BWPO staff shall at all times be considered employees of BWPO or its affiliates and not PSP.

(a) **BWPO Responsibilities.** BWPO: (i) shall conduct the Program in a professional manner and in conformance with that level of care and skill ordinarily exercised in similar circumstances by providers of the same or similar services; (ii) will not knowingly fail to comply with all applicable PSP

policies communicated to BWPO; and (iii) shall ensure that each person assigned to conduct the Program has the appropriate level of expertise, training, experience and, where applicable, licenses, necessary to conduct the Program.

(b) **BWPO Materials.** BWPO will prepare content which may be provided electronically or otherwise to support the Program including, but not limited to, educational and screening materials, curriculum, evaluations, surveys, questionnaires, knowledge assessments tools, and/or such other training and learning materials BWPO determines to be appropriate in view of the specific Program Services performed for PSP (any such materials collectively referred to as, "BWPO Materials"). BWPO will create and present the content for the Program as BWPO judges most beneficial for the implementation objectives of the Program.

(c) **Program Data.** BWPO shall comply with any and all applicable statutes, ordinances, rules, and regulations enacted by the federal government, any state, municipal body, or political subdivision thereof, regarding the collection, maintenance, use, and disposition of any data from and/or regarding any person in connection with performance of services under this Agreement ("Program Data").

(d) **No Third-Party Use.** The Parties understand and agree that the Program is intended only for participants and not third-parties; nothing in this Agreement shall be construed to permit PSP to make the Program, Deliverables or BWPO Materials, or any portions or derivatives thereof, available to any third-party, except to the extent required by law.

3. **Fees and Expenses.**

(a) **Fees.** As compensation for performance of the Program Services and preparation of the Deliverables, PSP shall pay BWPO fees in the amounts set forth in Attachment A, which amount represents a reasonable estimate of the fair market value of the Program Services and the Deliverables and no less than the costs incurred by BWPO in performing the Program Services (the aggregate amounts due hereunder are the "Fees") within thirty (30) days following submission by BWPO of a duly issued written invoice for such Fees. In no event will PSP make any payments directly to BWPO personnel.

(b) **Expenses.** To the extent not already included in the Fees and conditioned upon PSP's prior written approval of such expenses, PSP shall reimburse BWPO for all expenses reasonably incurred in connection with performance of the Program Services and preparation of the Deliverables ("Expenses") within thirty (30) days following submission by BWPO of a duly issued written invoice for such Expenses.

(c) **Suspense Option.** Notwithstanding anything to the contrary in this Agreement, BWPO may suspend performance of the Program Services during any time in which PSP has failed to pay any undisputed invoice for Fees or Expenses within forty-five (45) days following initial receipt of any such invoice from BWPO.

4. **Term and Termination.**

(a) **Term.** This Agreement shall become effective on the Effective Date and continue for a period of one (1) year through May 31, 2022 unless terminated earlier as provided herein (the

"Term"). If the Deliverables are not completed within the initial term, the term of this Agreement may be extended, as mutually agreed in writing, for an additional period not to exceed six (6) months in duration.

(b) **Termination.** This Agreement may be terminated by either Party, with or without cause, upon not less than ninety (90) days written notice to the other Party. Either Party shall have the right to immediately terminate this Agreement, without prejudice to its other rights or remedies, by written notice of such election in the event that: (a) either Party becomes insolvent or is unable to pay its debts as they become due, or a petition in bankruptcy or for reorganization is filed by or against it, or a receiver is appointed of the whole or any substantial portion of its property; or (b) either Party is in material breach of its obligations hereunder, which breach (if curable), remains uncured for thirty (30) days following receipt of written notice from the other specifying the breach. In the event of an uncured, material breach of the Agreement by PSP, any rights or licenses granted to PSP pursuant to this Agreement shall be, and hereby are, automatically terminated and revoked without further action required of either Party.

(c) **Effects of Expiration and Termination; Survival.** Upon the expiration or termination of this Agreement, PSP shall be obligated to pay any sums then due and owing (including unbilled Fees and Expenses). Upon payment of such Fees and Expenses, and provided that the Agreement is not terminated as a result of a material breach by PSP, PSP shall have the rights described in Section 6(b) to the Deliverables completed as of the date of expiration or termination. Except as expressly provided herein, neither expiration nor termination of this Agreement shall affect any rights or obligations of the Parties that accrued prior to such expiration or termination; those rights and obligations which by their nature are intended to survive the expiration or termination of this Agreement shall survive (if limited in time, for the time period stated therein).

5. **Independent Contractor Status.** For the purposes of this Agreement and all Program Services to be provided hereunder, the Parties shall be, and shall be deemed to be, independent contractors and not agents, employees, or joint venturers of the other. Neither Party shall have authority to make any statements, representations, nor commitments of any kind, or to take any action which shall be binding on the other Party. BWPO further acknowledges that any workers and/or consultants it assigns to conduct the Program are employees or agents of BWPO and not of PSP, and with respect to any such employees and agents BWPO assumes sole and full responsibility for withholding any and all appropriate taxes, and for complying with any federal, state and local employment laws and ordinances including, but not limited to, workers compensation, unemployment insurance, and wage and hour laws.

6. **Intellectual Property; Rights to Deliverables; Data Use; Publication.**

(a) **Intellectual Property.** Except as otherwise provided in this Agreement, all rights and title in and to intellectual property held or owned by a Party as of the Effective Date shall remain that Party's separate property and are not affected by this Agreement. Ownership of any new intellectual property made by or on behalf of BWPO in the performance of the Program Services, whether or not patentable or subject to copyright or trademark protection, shall be owned solely by BWPO. Nothing herein shall be construed to create a "work for hire," as defined under the Copyright Act of 1976. Except as expressly set forth in Section 6(b), below, nothing in this Agreement shall be construed to grant either Party any license or rights to any intellectual property or other interests owned or controlled by the other.

(b) Rights to Deliverables.

(i) Upon BWPO's receipt of all Fees and Expenses payable by PSP pursuant to this Agreement, PSP shall have the right to use for any lawful purpose the documents, reports, written materials, and other tangible materials created specifically and exclusively for PSP by BWPO staff in connection with the performance of the Program Services and Identified as a Deliverable in Attachment A. Notwithstanding the foregoing, PSP understands and agrees that (i) the right granted herein does not include, and PSP shall not through this Agreement acquire, the copyrights in any Deliverable; (ii) PSP shall not allow third parties to use, duplicate, or obtain copies of any Deliverable, (iii) the rights granted PSP hereunder specifically excludes the right to make derivatives under the United States Copyright Act, as amended, 17 U.S.C.A. §§ 101 et seq., such as translations, abridgments, condensations, transformations or adaptations, and (iv) PSP shall not disclose, publish or otherwise use any Deliverable in any manner that is promotional in nature and/or is made in a manner that could reasonably be construed to constitute an endorsement by BWPO of PSP or of any PSP program, product or service.

(ii) BWPO retains all copyright, patent and other intellectual property rights in any materials, inventions, background processes and methodologies and other information developed, owned or licensed by BWPO, including improvements thereto, even if utilized, improved or created during the course of preparing the Deliverables or otherwise providing the Program Services, and BWPO shall not be restricted in any way with respect thereto. Subject to the foregoing reservation of rights, BWPO hereby grants to PSP a royalty-free, non-exclusive, non-sublicensable, non-transferable, world-wide, irrevocable license to use and copy such intellectual property to the extent disclosed in or embodied by the Deliverables.

(c) Non-Disclosure. Program Data shall be considered to be confidential and proprietary information and BWPO agrees to treat such Information in strict confidence, to maintain physical and data security measures in accordance with applicable law or regulation and of a nature and scope to prevent unauthorized access to Program Data. BWPO shall not disclose Program Data, except as directed by PSP, to any person other than employees of BWPO to whom disclosure is reasonably necessary for BWPO to carry out the duties owed by BWPO to PSP and who have agreed to be bound by the obligations herein.

i. Exceptions.

- a. Program Data may be disclosed to any person to whom BWPO is required to disclose Program Data pursuant to applicable law, judicial order or other valid legal process, provided that BWPO shall provide to PSP prompt notice of such required disclosure and comply with any protective order imposed on such disclosure. In the event of judicial order or other valid legal process, BWPO agrees to notify PSP immediately upon receipt of such order or directive so as to allow PSP the opportunity to seek redress from the Court.
- b. Program Data shall not be considered confidential and proprietary if it (i) is or becomes publicly available through no wrongful act of BWPO; (ii) was known by BWPO prior to disclosure by PSP, as evidenced by tangible records; (iii) becomes known to BWPO after disclosure from a third-party having an apparent bona fide right to disclose it; (iv) is independently developed or discovered by BWPO without use of PSP's confidential and proprietary data,

as evidenced by tangible records; (v) is disclosed to another party by PSP without restriction on further disclosure; and (vi) is disclosed inadvertently despite the exercise of the same degree of care as the BWPO takes to preserve and safeguard its own confidential information.

(d) **Program Data Use.** So long as same does not violate any provision of Section 6(c), BWPO shall have the perpetual, non-terminable, royalty-free right to use any Program Data for any lawful purpose; *provided, however*, any Program Data containing personally identifiable information must be de-identified before use by BWPO for any purpose unrelated to providing Program Services pursuant to this Agreement during the Term.

(e) **Publication.** To the extent that the conduct of the Program gives rise to any publishable results, BWPO and its personnel shall have the freedom to publish and present any such results or other information regarding or arising in connection therewith, subject in all instances to disclosure restrictions imposed by applicable laws and regulations regarding data privacy and confidentiality.

(f) **No Additional Rights.** The Parties acknowledge and agree that nothing in this Agreement shall be construed to grant any Party any license or rights other than the rights expressly granted herein.

7. **Warranty Disclaimer; Liability Limitation.**

THE PROGRAM SERVICES, BWPO MATERIALS AND DELIVERABLES PROVIDED PURSUANT TO THIS AGREEMENT ARE TO BE USED FOR EDUCATIONAL AND/OR INFORMATIONAL PURPOSES ONLY AND MAY NOT BE USED TO MAKE A CLINICAL DIAGNOSIS, OR TO PROVIDE TREATMENT, OR TO REPLACE OR OVERRULE A LICENSED HEALTH CARE PROFESSIONAL'S JUDGMENT.

THE PROGRAM SERVICES, BWPO MATERIALS AND DELIVERABLES PROVIDED BY BWPO UNDER THIS AGREEMENT ARE PROVIDED "AS IS" AND BWPO IS NOT RESPONSIBLE FOR ENSURING THAT PSP'S IMPLEMENTATION OF THE RESULTS OF THE PROGRAM SERVICES WILL BE CLINICALLY SOUND, WITHOUT ERROR OR OTHERWISE SUCCESSFUL. BWPO SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. THE PARTIES AGREE THAT IN NO EVENT SHALL BWPO OR ANY OF ITS AFFILIATES OR ANY OF THEIR RESPECTIVE TRUSTEES, DIRECTORS, OFFICERS, STAFF, EMPLOYEES OR AGENTS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE OF ANY KIND RELATED TO OR ARISING IN ANY WAY FROM THIS AGREEMENT, REGARDLESS OF WHETHER BWPO HAS BEEN ADVISED OR HAD REASON TO KNOW OR IN FACT KNEW OF THE POSSIBILITY OF SUCH DAMAGES. THE LIABILITY OF BWPO FOR ANY CLAIM ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL NEVER EXCEED THE TOTAL AMOUNT OF FEES BWPO RECEIVES FROM PSP HEREUNDER.

8. **Compliance with Laws.** The Parties shall comply with all applicable laws. In addition, the Parties intend that, throughout the Term of this Agreement, the activities undertaken pursuant to this Agreement are in furtherance of and consistent with BWPO's charitable mission and not-for-profit status. In furtherance thereof, the Parties agree as follows:

(a) All Program Services to be provided by BWPO are as expressly set forth in this Agreement.

(b) The aggregate compensation payable to BWPO pursuant to this Agreement is and shall be determined as specifically set forth herein.

(c) The rates of compensation for the Program Services are and shall be consistent with the fair market value of such Program Services in the United States and have not been and shall not be determined in a manner which takes into account the volume or value of any referrals or business otherwise generated between PSP and BWPO, or any of their affiliates.

9. **Use of Names.** Neither Party may use the name, trademark, service mark, logo or other identifying characteristic ("Name") of another Party or its respective affiliates, directors, trustees, officers, appointees, employees, staff, representatives or agents, in any advertising, promotional or sales literature, publicity or in any document employed to obtain funds or financing without the prior written approval of the Party or individual whose Name is to be used. Nothing herein shall preclude a Party from disclosing the existence of this Agreement and remuneration paid hereunder, including the identity of the recipient, the source of the remuneration, the monetary value of the remuneration, and the purposes for such remuneration; *provided, however*, any disclosure or use of BWPO's name by PSP shall be only in the context of a list of similar service providers and shall be no more prominent than any other service provider in such list.

10. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and may be delivered in person or by registered mail or by over-night courier to the Parties at the addresses set out below or at such other address or facsimile number as the Parties may from time to time be informed.

BWPO:

BWPO Department of Medicine
1620 Tremont Street, OBC 3-32
Boston, MA 02120
Attention: Program Coordinator, Contracts
Phone: (617) 525-7995
Email: straubert@bwh.harvard.edu

PSP:

Puget Sound Pilots
200 Western Avenue, Suite 200
Seattle, WA 98121
Attention: Ivan Carlson
Phone: (360) 421-0583
Email: president@psppilots.org

11. **General Provisions.**

(a) **Severability.** If any one or more provisions of this Agreement is invalid, illegal or found to be unenforceable by a court of competent jurisdiction for any reason whatsoever, the unenforceability will not affect the validity, legality or enforceability of the remaining provisions of this Agreement, and the unenforceable, illegal or invalid provision or provisions will be severable from the remainder of this Agreement.

(b) **Entire Agreement; Amendments.** This Agreement supersedes all previous representations, warranties, dealings, negotiations, discussions, agreements, understandings and

expectations of the Parties, whether oral or written, regarding the subject matter of this Agreement. No modification or amendment to this Agreement shall be binding unless executed in writing by both Parties.

(c) **Assignment.** Neither Party may assign, transfer or sublicense in whole or in part any of its rights or obligations under this Agreement without the prior written consent of the other Party, such written consent not to be unreasonably withheld, conditioned or delayed. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

(d) **Excusable Delays.** Any delays in or failure of performance by a Party under this Agreement, other than failure to make payments hereunder, shall not be considered a breach of this Agreement if and to the extent caused by occurrences beyond the reasonable control of the Party affected, including but not limited to: Acts of God, acts, regulations or laws of any government; strikes or other concerted acts of workers; epidemics; pandemics; fires; floods; explosions; riots; wars; rebellion; terrorism; and sabotage; and any time for performance hereunder shall be extended by the actual time of delay caused by such occurrence; provided that if such delay continues for a period of sixty (60) consecutive days, either Party may terminate this Agreement upon notice to the other Party, and provided further that the absence of insurance coverage or adequate funding to meet payment obligations hereunder shall in no event be deemed to be a circumstance beyond the applicable Party's control.

(e) **Waiver.** A waiver of any breach of any provision of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

(f) **Governing Law.** The construction and performance of this Agreement will be governed by the laws of the Commonwealth of Massachusetts, without regard to conflicts of laws principles.

(g) **Non-Precedential Terms.** The terms set forth in this Agreement reflect the specific circumstances and objectives giving rise to the undertaking contemplated herein. The Parties may enter into separate agreements related to similar subject matter in the future; however, none of the terms of this Agreement are intended to serve as precedent or otherwise restrict either of the Parties' position with respect to such future agreements.

(h) **Dispute Resolution.** The Parties will in good faith endeavor to resolve any disputes or differences of interpretation of this Agreement amicably, through dialog and cooperation. In the event a dispute or difference is not promptly resolved at operational levels of the organizations, the Parties shall escalate it for a good faith effort to achieve an amicable resolution at a senior business management level. Any dispute which is not resolved within sixty (60) business days after referral to the senior executives may at any time thereafter be pursued in a court of law with jurisdiction.

(i) **Counterparts; Electronic Signature** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall together be deemed to constitute one agreement. The Parties agree that execution of this Agreement by industry standard electronic signature software or by exchanging facsimile or PDF signatures shall have the same legal force and effect as the exchange of original signatures and that in any proceeding arising under or relating to this Agreement, each Party hereby waives any right to raise any defense or waiver based upon execution

of this Agreement by means of such electronic signatures or maintenance of the executed agreement electronically.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above written.

THE BRIGHAM AND WOMEN'S PHYSICIANS ORGANIZATION, INC.

By: 

Name: Colleen Curry

Title: Executive Administrator, Department of Medicine

Date: 6/23/21

PUGET SOUND PILOTS

By: 

Name: Ivan Carlson

Title: President

Date: 6-21-21

Attachment A

I. Program Services:

The BWPO will provide the following Services during the Term of the Agreement. Services will be provided either in-person or virtually (e.g. Zoom) depending on current federal, state, and institutional COVID-19 health restrictions and mutually agreed to by the Parties:

Interviews:

1. The BWPO will conduct structured interviews/focus groups to determine what PSP Member Pilots identify as the biggest inefficiencies in scheduling and their use of compensation days. The BWPO will solicit input from the PSP Member Pilots as to what aspects of the schedule they view as the most important to maintain.
2. The BWPO will conduct structured Interviews/focus groups with PSP management and dispatchers to better understand all the scheduling rules for distribution of assignments, constraints (e.g., licenses, cruise ship moves) and variability (e.g., seasonal variations in workload, time-of-day variation in workload). The BWPO will review work rule changes that were made in October 2018 (e.g., 10-hour minimum rest interval) to understand how it has affected pilot schedules.

Schedule Review and Analysis:

1. The PSP will provide at least one (1) year of schedules that is most representative of their "normal" operations. This will include any available schedules of all vessel movements, all Member Pilot assignments, compensation days, training, and meetings and any other leaves within that interval. PSP will provide this information in a mutually agreed upon format (e.g., Excel.csv). The SMI computer program will create a raster plot of each Member Pilot's schedule over the analysis interval and review ambiguities, discrepancies and inconsistencies with PSP dispatchers to ensure accuracy. BWPO will establish the concrete definition of work time (i.e., call time to check-in time) for PSP Member Pilots.

The BWPO will assess the operational efficiency of the use of each PSP Member Pilot and across all PSP Member Pilots, by examining appropriate operational efficiency metrics, including the types of activities, the number of days worked, the number of callbacks, the number of compensation days accrued, the number of vessels moved, and the number of multiple harbor shifts. The BWPO will use modeling, as appropriate, to explore alternative scheduling practices (e.g., staggering start days) that may improve efficiency without increasing operational risk.

2. The BWPO will review any scheduling evaluations and/or surveys that have been recently conducted with the PSP. For example, the "Puget Sound Pilot Fatigue Study Report" (Gregory et al., NASA/San Jose State University) provides extensive information on pilot scheduling and workload. The BWPO will compare our information to the historical information.

Presentation of Analysis Findings and Recommendations:

1. The BWPO will meet with the PSP Board of Directors to present the information and discuss alternative operational scheduling rules that may provide an increase in operational efficiency and provide concrete recommendations. The BWPO will present implications of these changes and assist in preparation of material that the PSP Board of Directors can present to the PSP Member Pilots. The PSP Member Pilots will vote on the adoption of any recommended scheduling rules.
2. Following the vote, BWPO will review and evaluate an additional three (3) to six (6) months of post-vote PSP Member Pilot scheduling information, regardless of whether or not the BWPO-recommended changes are adopted. If no changes are implemented, BWPO will note it in the final report.

II. Deliverables

The BWPO will prepare the following Deliverables for the PSP:

1. The BWPO will prepare and deliver a final presentation of the information on operational efficiency gathered from the structured Interviews/focus groups, scheduling assessment and modeling to the PSP President before the end of the Term. The PSP President will make the final determination if the PSP Pilots will also attend the presentation of analysis findings and recommendations.
2. The BWPO will prepare and deliver a comprehensive final report to the PSP President that can be used by the PSP as a foundational resource for further deliberations and negotiations. The final report will be due no later than May 31, 2022.

III. Documentation

BWPO will document the Deliverables and the results of the Services. The Services, Deliverables and applicable documentation will be presented to PSP for approval.

IV. Personnel

All pertinent BWPO personnel are experienced in sleep health and fatigue management. BWPO Personnel will be on site at PSP headquarters when requested by PSP Project Management and when allowable by Mass General Brigham and/or Brigham Health policy (i.e., no COVID-related restrictions).

BWPO SMI team personnel shall include:

Charles A. Czeisler, M.D., Ph.D.

Laura K. Barger, Ph.D.

Matthew Weaver, Ph.D.

Jason Sullivan

Efosa Lawani

V. Fees

For the period of June 1, 2021 through May 30, 2022, PSP will pay the BWPO a total of \$94,205.00 for the Program Services and Deliverables. The PSP agrees to pay the BWPO in four equal payments of \$23,551.25 on or around September 2021; December 2021; March 2022; and May 2022.

PSP hereby certifies that no Federal funds have been paid or will be paid, by or on behalf of PSP, in connection with the performance of the Program Services and the preparation of the Deliverables. In the event that any funds paid by or on behalf of PSP are deemed to have originated from a Federal source, PSP shall be responsible for all costs incurred by the BWPO in routing the Federal funds through appropriate accounting mechanisms.

Payment/Invoices

PSP shall make payments hereunder not later than thirty (30) days after the date of the BWPO's invoice. Any payments made later than thirty (30) days after the date of the invoice shall accrue interest at a compounded rate of 1.5% per month of outstanding debt.

Invoices will be directed via email to PSP:

Attn: Ivan Carlson
Title: President Puget Sound Pilots
200 Western Avenue, Suite 200
Seattle, WA 98121
president@psppilots.org

Patricia Moore
Accounts Payable
pmoore@psppilots.org