

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

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THE PORT OF SEATTLE AND THE NORTHWEST SEAPORT ALLIANCE**

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

WHEREAS, the Port of Tacoma and the Port of Seattle have entered into an agreement to establish The Northwest Seaport Alliance pursuant to the following federal and state authorities: (1) the FMC Discussion Agreement, (2) an interlocal agreement with delegated powers exercised pursuant to the port joint powers statute (RCW 53.08.240) which expressly permits joint operation and investment outside of a port’s district, (3) RCW 39.34.030, the state Interlocal Cooperation Act, and (4) pursuant to ESHB 1170, WA Session Laws of 2015-6, (Title 53.XX RCW), which authorizes the Ports to create a port development authority to use, operate and manage certain marine facilities jointly, to be known as the NWSA;

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

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

NOW, THEREFORE, the Parties agree as follows:

I. General Provisions for Support Services

A. Duration of this Agreement. Services to be provided under the terms of this Agreement will be provided during Calendar Year 2016. This Agreement and attached Service Directive exhibits are effective between January 1, 2016 and December 31, 2016. Subsequent Inter-Local Agreements for Support Services, if any, will be executed on an annual basis.

B. Services Provided. The NWSA and POS have agreed to provide support services to one another as defined in the Service Directive exhibits attached to this Agreement. Each Service Directive exhibit defines the scope of services, cost for services, charge methodology, and service level expectations for each service area to be provided.

C. Communications. Each Service Directive exhibit identifies the contact people for the Parties that will coordinate the work for each service area. It is expected that the identified contact people will communicate frequently, to coordinate the work, to confirm that services

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are being provided in a manner that meets service level expectations, and to evaluate monthly financial performance of actual vs. projected spending.

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

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

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

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

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

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

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

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

II. Dispute Resolution

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

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

III. Notices

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

NWSA:

Erin Galeno, Chief Financial and Admin Officer
PO Box 1837
Tacoma, WA 98401
egaleno@portoftacoma.com

Port of Seattle:

Dan Thomas, Chief Financial Officer
PO Box 1209
Seattle, WA 98111
thomas.d@portseattle.org

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

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IV. Indemnification and Hold Harmless

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

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

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

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

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

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

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

V. Severability

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

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VI. Limits of Financial Obligations/Property ownership.

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

VII. Entire Agreement/Amendment

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

WHEREFORE, the parties have executed this Agreement this [numerical] day of [month], 2015.

Northwest Seaport Alliance

Port of Seattle

John Wolfe
Chief Executive Officer

Ted Fick
Chief Executive Officer

Date _____

Date _____

**Attached Support Service Directives for Calendar Year 2016
Support Service Agreement between NWSA and POS:**

- Exhibit 1 – Accounting, Finance, Treasury & Risk Management Support Services
- Exhibit 2 – Information Technology Support Services
- Exhibit 3 – Public Affairs Support Services
- Exhibit 4 – Managing Member and Executive Support Services
- Exhibit 5 – Legal and Public Records Support Services
- Exhibit 6 – Labor Relations Support Services
- Exhibit 7 – Capital Development Support Services

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- Exhibit 8 – Human Resources Support Services
- Exhibit 9 – Port of Seattle Police Support Services
- Exhibit 10 – Central Procurement Office Support Services
- Exhibit 11 – Contract Security Support Services
- Exhibit 12 – Environmental and Planning Support Services
- Exhibit 13 – Maritime Maintenance Support Services
- Exhibit 14 – Maritime Finance Support Services
- Exhibit 15 – Pier 69 Facilities Management Support Services
- Exhibit 16 – Portfolio Management Support Services
- Exhibit 17 – Tribal Coordination Support Services
- Exhibit 18 – Office of Social Responsibility Support Services
- Exhibit 19 – Additional Support Services as Needed

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**EXHIBIT 1 - Service Directive:
Accounting, Financial Analysis, Treasury & Risk Management Support Services**

EXHIBIT 1

**Service Directive:
Accounting, Financial Analysis, Treasury & Risk Management Support Services**

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Seattle (POS) and The Northwest Seaport Alliance (NWSA) for Calendar Year 2016.

The NWSA and POS have agreed to provide support services to one another as defined in Service Directive exhibits. Each Service Directive exhibit defines the scope of services, cost for services, charge methodology, and service level expectations for each service area to be provided. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

Time period:

This agreement is for calendar year 2016.

Scope of Services and Costs for Service:

Accounting, Financial Analysis, Treasury & Risk Management Support Services to be provided by POS to The NWSA include the following:

1. Customer invoicing, accounts receivable, collections and cash application for NWSA customers in King County.
2. General accounting services for POS financial transactions associated with The NWSA.
3. Treasury activities including cash management and investments associated the NWSA.
4. Coordination with POT in creation of The NWSA budget including Capital Plan and Funding.
5. Financial Planning and Analysis including financial analysis for investment decisions for The NWSA.
6. Provide risk management services to The NWSA for NWSA-licensed properties in King County and as requested. Scope includes negotiation/update of insurance policies; process claims; consult on risk management aspects of contracting.

**EXHIBIT 1 - Service Directive:
Accounting, Financial Analysis, Treasury & Risk Management Support Services**

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

Service Area	Method of Charges ¹	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2016 Budgeted Amount ²
Risk Management	Fixed	Charge based on the standard allocation.	4.5% of actual spending	\$35,534
Insurance	Fixed	Property insurance is direct charged to the subclass for the NWSA, and based on replacement value of the property. All other insurance allocated to the subclass direct at 3.47 %. Based on property value and cost of risk in each operating division and NWSA.	100% of property insurance for Port properties going into NSWA based on insured value; and 3.47% for all liability insurance.	\$335,632
Finance & Budget	Fixed	Based on estimated support services provided by each staff to each operating division and NWSA.	7.6% of actual spending	\$136,764
AFR Core Services	Fixed	Charge based on the standard allocation.	4.5 % of actual spending	\$31,910
AFR Revenue Services	Fixed	Based on support services and activities provided by staff to each operating division and NWSA.	2.8% of actual spending	\$50,083

¹ Method Options: Fixed, Project Charges, Fee for Service/Variable. Costs associated with support services will be charged to the Alliance as follows:

- Fixed allocation – Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project Charges – Charged to specific projects based on current procedures.
- Fee for Service/Variable – Charges will be tracked and charged based on level of use monthly at rates agreed to when need for service is determined.

² Preliminary budget amount – subject to final budget approval.

**EXHIBIT 1 - Service Directive:
Accounting, Financial Analysis, Treasury & Risk Management Support Services**

AFR Disbursements	Fixed	Based on support services and activities provided by staff to each operating division and NWSA.	2.0% of actual spending	\$31,327
AFR General Accounting	Fixed	Based on support services and activities provided by staff to each operating division and NWSA.	4.5% of actual spending	\$84,875
AFR Business Technology	Fixed	Charge based on the standard allocation.	4.5% of actual spending	\$31,659
AFR Financial Reporting	Fixed	Charge based on the standard allocation.	4.5% of actual spending	\$41,213

Accounting, Financial Analysis, Treasury & Risk Management Support Services to be provided by The NWSA to POS include the following:

1. None.

Primary Contacts:

NWSA – Erin Galeno

POS – Dan Thomas

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

Service Level Expectations:

- Before January 1, 2016, agreements will be made on desired standard report formats and frequencies.
- Accounting services will be provided on standard schedules consistent with, and coordinating with, POT and POS accounting schedules.

**EXHIBIT 2 - Service Directive:
Information Technology and Business Process Support Services**

EXHIBIT 2

**Service Directive:
Information Technology and Business Process Support Services**

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Seattle (POS) and The Northwest Seaport Alliance (NWSA) for Calendar Year 2016.

The NWSA and POS have agreed to provide support services to one another as defined in Service Directive exhibits. Each Service Directive exhibit defines the scope of services, cost for services, charge methodology, and service level expectations for each service area to be provided. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

Time period:

This agreement is for calendar year 2016.

Scope of Services and Costs for Service:

Information Technology and Business Process Support Services to be provided by POS to The NWSA include the following:

1. Provide access and support to applications and/or reports from applications used by NWSA staff potentially including (but not limited to) Lease Management System, Marine Terminal Information System, SharePoint, Video Surveillance, and GIS.
2. Provide technology for the POS support service groups that will be providing services to the NWSA. This may include (but is not limited to): MAXIMO, CAD, Police Systems (including 911 dispatch), Financial Systems, Project Delivery System, Construction Document Management System, Contractor Management Systems, Debt Management System, Emergency Communications, Engineering Archives, Access Control ID Badge, and GIS, as well as PC, desktop software and technology infrastructure support for those groups that are providing support to the NWSA.
3. Provide WiFi connectivity for NWSA staff working from POS offices.
4. Provide hardware/infrastructure, PC, PC based software, printer, and help desk support for NWSA staff working from POS offices as requested. Will require POT & POS to closely coordinate and develop procedures for NWSA specific issues.
5. May provide service to evaluate business processes, associated tools and presentation (note for POS, these services would come from Office of Strategic Initiatives)

**EXHIBIT 2 - Service Directive:
Information Technology and Business Process Support Services**

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

Functions	Method of Charges ¹	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2016 Budgeted Amount ²
PC and Service Desk Support	Fixed allocation	PC counts. For NWSA = 17/2003 =.085% of total PCs.	.085% of costs for Service Desk (\$1.3M) and PC Support (\$2.5M)	\$31,885
Direct Application Support	Combination of direct charges and allocations	Based on Systems Support Costs: MTIS	10% of MTIS Cost (\$17,870)	\$1,787
Indirect Technology Support. Charges for POS service providers using technology while working for NWSA.	ICT costs are allocated to subclasses of POS service groups which are then reallocated to NWSA as appropriate.	PC Counts for Infrastructure, PC Support and Service Desk. Systems Support Costs for Business Applications.	Estimated at 4.3% of total ICT budget (\$22.1M)	\$910,705

Information Technology and Business Process Support Services to be provided by The NWSA to POS include the following:

1. None.

Primary Contacts:

NWSA – Erin Galeno

¹ Method Options: Fixed, Project Charges, Fee for Service/Variable. Costs associated with support services will be charged to the Alliance as follows:

- Fixed allocation – Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project Charges – Charged to specific projects based on current procedures.
- Fee for Service/Variable – Charges will be tracked and charged based on level of use monthly at rates agreed to when need for service is determined.

² Preliminary budget amount – subject to final budget approval.

**EXHIBIT 2 - Service Directive:
Information Technology and Business Process Support Services**

POS – Kim Albert/Matt Breed

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

Service Level Expectations:

- To be determined.

**EXHIBIT 3 - Service Directive:
Public Affairs Support Services**

EXHIBIT 3

**Service Directive:
Public Affairs Support Services**

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Seattle (POS) and The Northwest Seaport Alliance (NWSA) for Calendar Year 2016.

The NWSA and POS have agreed to provide support services to one another as defined in Service Directive exhibits. Each Service Directive exhibit defines the scope of services, cost for services, charge methodology, and service level expectations for each service area to be provided. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

Time period:

This agreement is for calendar year 2016.

Scope of Services and Costs for Service:

Public Affairs Support Services to be provided by POS to The NWSA include the following:

1. POT and POS External Affairs/Public Affairs staff will work closely together to support the NWSA. It is anticipated that at least for the Transition Period, the Alliance will likely not have additional External Affairs staff. Public Affairs services include:
 - o Government affairs
 - o Communications
 - o Community relations
 - o Regional transportation planning – road and rail

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

Service Area	Method of Charges ⁱ	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2016 Budgeted Amount ⁱⁱ
Public Affairs	Fixed	Public Affairs will provide services to The Northwest Seaport Alliance (NWSA) on issues and projects	12.4% of actual spending	\$667,066

**EXHIBIT 3 - Service Directive:
Public Affairs Support Services**

		<p>where the unique knowledge, capabilities and relationships of the POS homeport staff are essential to advancing NWSA business priorities and the Port of Seattle's Century Agenda objectives. The cost allocation is based on the estimated staff time supporting each operating division and the NWSA.</p>		
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External Affairs Support Services to be provided by The NWSA to POS include the following:

1. None.

Primary Contacts:

NWSA – Kurt Beckett

POS – Julie Collins

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

Service Level Expectations:

- Public Affairs will provide any necessary services to the NWSA.

ⁱ Method Options: Fixed, Project Charges, Fee for Service/Variable. Costs associated with support services will be charged to the Alliance as follows:

- Fixed allocation – Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project Charges – Charged to specific projects based on current procedures.
- Fee for Service/Variable – Charges will be tracked and charged based on level of use monthly at rates agreed to when need for service is determined.

ⁱⁱ Preliminary budget amount – subject to final budget approval.

**EXHIBIT 4 - Service Directive:
Managing Member/Commission & Executive Support Services**

EXHIBIT 4

**Service Directive:
Managing Member/Commission & Executive Support Services**

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Seattle (POS) and The Northwest Seaport Alliance (NWSA) for Calendar Year 2016.

The NWSA and POS have agreed to provide support services to one another as defined in Service Directive exhibits. Each Service Directive exhibit defines the scope of services, cost for services, charge methodology, and service level expectations for each service area to be provided. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

Time period:

This agreement is for calendar year 2016.

Scope of Services and Costs for Service:

Managing Member/Commission & Executive Support Services to be provided by POS to The NWSA include the following:

1. POS executive and Commission staff will coordinate closely with NWSA staff to provide support for NWSA Managing Member meeting coordination.

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

Service Area	Method of Charges ⁱ	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2016 Budgeted Amount ⁱⁱ
Commission Office	Fixed	Charge based on the standard allocation.	4.5% of actual spending	\$71,569
Executive Office	Fixed	Charge based on the standard allocation.	4.5% of actual spending	\$58,904

**EXHIBIT 4 - Service Directive:
Managing Member/Commission & Executive Support Services**

Managing Member/Commission & Executive Support Services to be provided by The NWSA to POS include the following:

1. None.

Primary Contacts:

NWSA – Judi Doremus

POS – Mike Merritt

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

Service Level Expectations:

- Will provide any necessary services to the NWSA.

ⁱ Method Options: Fixed, Project Charges, Fee for Service/Variable. Costs associated with support services will be charged to the Alliance as follows:

- Fixed allocation – Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project Charges – Charged to specific projects based on current procedures.
- Fee for Service/Variable – Charges will be tracked and charged based on level of use monthly at rates agreed to when need for service is determined.

ⁱⁱ Preliminary budget amount – subject to final budget approval.

**EXHIBIT 5 - Service Directive:
Legal & Public Records Management Support Services**

EXHIBIT 5

**Service Directive:
Legal & Public Records Management Support Services**

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Seattle (POS) and The Northwest Seaport Alliance (NWSA) for Calendar Year 2016.

The NWSA and POS have agreed to provide support services to one another as defined in Service Directive exhibits. Each Service Directive exhibit defines the scope of services, cost for services, charge methodology, and service level expectations for each service area to be provided. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

Time period:

This agreement is for calendar year 2016.

Scope of Services and Costs for Service:

Legal & Public Records Management Support Services to be provided by POS to The NWSA include the following:

1. Provide legal services to The NWSA associated with NWSA-licensed properties in King County, contracts, NWSA legal matters and workplace responsibility. Coordinate with POT legal support and outside counsel.
2. Provide legal services for project-specific environmental matters, litigation, specific claims, focused contract negotiations, etc.
3. Coordinate services of outside counsel as appropriate.
4. Provide POS portion of state-mandated NWSA records management, and support for NWSA PDR requests. This work will be done at the direction of Alliance Public Records Officer Debbie Givens.

**EXHIBIT 5 - Service Directive:
Legal & Public Records Management Support Services**

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

Service Area	Method of Charges ¹	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2016 Budgeted Amount ²
Attorney Services	Fixed	Charge based on the direct charge and standard allocation.	Standard allocation is 4.5% of actual spending	Direct Charge: \$189,632 Allocation: \$108,799 Total: \$298,430
Records Management	Fixed	Charge based on the standard allocation.	4.5% of actual spending	\$18,718

Legal & Public Records Management Support Services to be provided by The NWSA to POS include the following:

1. None.

Primary Contacts:

NWSA – Kurt Beckett

POS – Tom Tanaka

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

Service Level Expectations:

- Legal and Public Records Management will provide any necessary services to the NWSA.

¹ Method Options: Fixed, Project Charges, Fee for Service/Variable. Costs associated with support services will be charged to the Alliance as follows:

- Fixed allocation – Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project Charges – Charged to specific projects based on current procedures.
- Fee for Service/Variable – Charges will be tracked and charged based on level of use monthly at rates agreed to when need for service is determined.

² Preliminary budget amount – subject to final budget approval.

**EXHIBIT 6 - Service Directive:
Labor Relations Support Services**

EXHIBIT 2

**Service Directive:
Labor Relations Support Services**

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Seattle (POS) and The Northwest Seaport Alliance (NWSA) for Calendar Year 2016.

The NWSA and POS have agreed to provide support services to one another as defined in Service Directive exhibits. Each Service Directive exhibit defines the scope of services, cost for services, charge methodology, and service level expectations for each service area to be provided. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

Time period:

This agreement is for calendar year 2016.

Scope of Services and Costs for Service:

Labor Relations Support Services to be provided by POS to The NWSA include the following:

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

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

Service Area	Method of Charges ⁱ	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2016 Budgeted Amount ⁱⁱ
Labor Relations	Fixed	Allocation is based on number of represented employees and the number of collective bargaining units for AV and Non-AV divisions, as well as local unions outreach efforts related to labor relations.	4.5% of actual spending	\$50,688

Labor Relations Support Services to be provided by The NWSA to POS include the following:

1. None.

**EXHIBIT 6 - Service Directive:
Labor Relations Support Services**

Primary Contacts:

NWSA – ??? Don Esterbrook? Jean West?

POS – David Freiboth

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

Service Level Expectations:

- Labor Relations will provide any necessary services to the NWSA.

ⁱ Method Options: Fixed, Project Charges, Fee for Service/Variable. Costs associated with support services will be charged to the Alliance as follows:

- Fixed allocation – Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project Charges – Charged to specific projects based on current procedures.
- Fee for Service/Variable – Charges will be tracked and charged based on level of use monthly at rates agreed to when need for service is determined.

ⁱⁱ Preliminary budget amount – subject to final budget approval.

**EXHIBIT 7 - Service Directive:
Capital Development Support Services**

EXHIBIT 7

**Service Directive:
Capital Development Support Services**

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Seattle (POS) and The Northwest Seaport Alliance (NWSA) for Calendar Year 2016.

The NWSA and POS have agreed to provide support services to one another as defined in Service Directive exhibits. Each Service Directive exhibit defines the scope of services, cost for services, charge methodology, and service level expectations for each service area to be provided. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

Time period:

This agreement is for calendar year 2016.

Scope of Services and Costs for Service:

Support Services to be provided by POS Capital Development Division to The NWSA include the following:

1. Infrastructure Project Delivery
 - a. POS staff will support The NWSA with project delivery for NWSA projects in King County. Services include project management, engineering, public works contract procurement, construction management, construction safety, and construction inspection.

Note: This does not restrict staff from working on NWSA projects in Pierce County, but for budgeting purposes, the assumption is that for initial years of operation, project delivery will be within homeport geography.

2. Port of Seattle Port Construction Services (PCS)
 - a. NWSA will contract with Port Construction Services for small works construction services at NWSA-licensed properties in King County.

3. Seaport Project Management (SPM)

POS staff will support The NWSA with project delivery for NWSA projects in King County. Services for projects start from the initial phase of project initiation to the last phase of project closeout. SPM project delivery processes include the following phases: initiation, planning, design, execution, and closeout.

**EXHIBIT 7 - Service Directive:
Capital Development Support Services**

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

Functions	Method of Charges ¹	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2016 Budgeted Amount ²
Engineering	Project Charges	Expense Projects, Direct Charge & Project Costing overhead		\$540,244
	VDC	Variable Driven Charge allocation for department expense	15.06 % of actual spending	\$549,457 x 15.06% = \$82,748
PCS-Support Services	Project Charge	Expense Projects, Direct Charge & Project Costing overhead		\$95,000
Seaport Project Management	Project Charges	Variable Driven Charge allocation for department expense		\$251,600
	VDC	Variable Driven Charge allocation for department expense	44% of actual spending	\$264,546 x 44% = \$116,400
Capital Development Administration	Fixed	Charge based on the standard allocation.	4.5% of actual spending	\$430,197 x 4.5% = \$19,359

Amounts identified in this table reflect Operating Budget only. Capital Budget spending is detailed in the Capital Budget section of the 2016 Budget and Business Plan and Plan of Finance.

Capital Development Support Services to be provided by The NWSA to POS include the following:

1. None.

¹ Method Options: Fixed, Project Charges, Fee for Service/Variable. Costs associated with support services will be charged to the Alliance as follows:

- Fixed allocation – Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project Charges – Charged to specific projects based on current procedures.
- Fee for Service/Variable – Charges will be tracked and charged based on level of use monthly at rates agreed to when need for service is determined.

² Preliminary budget amount – subject to final budget approval.

**EXHIBIT 7 - Service Directive:
Capital Development Support Services**

Primary Contacts:

NWSA – Dakota Chamberlain

POS – Ralph Graves

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

Service Level Expectations:

- Will provide any necessary services to the NWSA.

**EXHIBIT 08 - Service Directive:
Human Resources Support Services**

EXHIBIT 08

**Service Directive:
Human Resources Support Services**

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Seattle (POS) and The Northwest Seaport Alliance (NWSA) for Calendar Year 2016.

The NWSA and POS have agreed to provide support services to one another as defined in Service Directive exhibits. Each Service Directive exhibit defines the scope of services, cost for services, charge methodology, and service level expectations for each service area to be provided. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

Time period:

This agreement is for calendar year 2016.

Scope of Services and Costs for Service:

Human Resources Support Services to be provided by POS to The NWSA include the following:

1. Human Resources will assist in transition regarding personnel issues for NWSA employees.
2. Human Resources may provide Organizational Development facilitation and/or admission to educational activities as requested by The NWSA.
3. Human Resources consultation regarding a range of topics including benefits, employee relations and policy.

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

Service Area	Method of Charges ⁱ	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2016 Budgeted Amount ⁱⁱ
Human Resources	Fixed	Percentage of POS department budget based on analysis of work activities	1.15% of actual spending	\$88,549

Human Resources Support Services to be provided by The NWSA to POS include the following:

1. None.

**EXHIBIT 08 - Service Directive:
Human Resources Support Services**

Primary Contacts:

NWSA – Jean West

POS – Marjorie Hillson

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

Service Level Expectations:

- Will provide any necessary services to the NWSA.

ⁱ Method Options: Fixed, Project Charges, Fee for Service/Variable. Costs associated with support services will be charged to the Alliance as follows:

- Fixed allocation – Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project Charges – Charged to specific projects based on current procedures.
- Fee for Service/Variable – Charges will be tracked and charged based on level of use monthly at rates agreed to when need for service is determined.

ⁱⁱ Preliminary budget amount – subject to final budget approval.

**EXHIBIT 9 - Service Directive:
Port of Seattle Police Support Services**

EXHIBIT 9

**Service Directive:
Port of Seattle Police Support Services**

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Seattle (POS) and The Northwest Seaport Alliance (NWSA) for Calendar Year 2016.

The NWSA and POS have agreed to provide support services to one another as defined in Service Directive exhibits. Each Service Directive exhibit defines the scope of services, cost for services, charge methodology, and service level expectations for each service area to be provided. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

Time period:

This agreement is for calendar year 2016.

Scope of Services and Costs for Service:

Port of Seattle Police Support Services to be provided by POS to The NWSA include the following:

1. The NWSA will contract with POS Port Police for services at NWSA-licensed properties in King County.

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

Service Area	Method of Charges ⁱ	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2016 Budgeted Amount ⁱⁱ
Police	Fixed	The overall Allocation was based on hours in assigned to particular units. Hours are provided from the Police scheduling system from July 1, 2014 through June 30 2015. Breakdown of allocation to Maritime units was determined from calls for service to specific properties.	2.1% of actual spending	\$482,676

**EXHIBIT 9 - Service Directive:
Port of Seattle Police Support Services**

Port of Seattle Police Support Services to be provided by The NWSA to POS include the following:

1. None.

Primary Contacts:

NWSA – Dustin Stoker

POS – Colleen Wilson; Mark Thomas

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

Service Level Expectations:

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

ⁱ Method Options: Fixed, Project Charges, Fee for Service/Variable. Costs associated with support services will be charged to the Alliance as follows:

- Fixed allocation – Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project Charges – Charged to specific projects based on current procedures.
- Fee for Service/Variable – Charges will be tracked and charged based on level of use monthly at rates agreed to when need for service is determined.

ⁱⁱ Preliminary budget amount – subject to final budget approval.

**EXHIBIT 10 - Service Directive:
Central Procurement Office Support Services**

EXHIBIT 10

**Service Directive:
Central Procurement Office Support Services**

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Seattle (POS) and The Northwest Seaport Alliance (NWSA) for Calendar Year 2016.

The NWSA and POS have agreed to provide support services to one another as defined in Service Directive exhibits. Each Service Directive exhibit defines the scope of services, cost for services, charge methodology, and service level expectations for each service area to be provided. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

Time period:

This agreement is for calendar year 2016.

Scope of Services and Costs for Service:

Central Procurement Office (CPO) Support Services to be provided by POS to The NWSA include the following:

1. Provide procurement services associated with NWSA projects in King County
2. Provide procurement services as necessary to support NWSA staff working from POS offices.

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

Service Area	Method of Charges ⁱ	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2016 Budgeted Amount ⁱⁱ
CPO Construction	Project Charge/Fixed	Use Project Costing Charge first; and then use the standard allocation formula. The vast amount of our work is Capital with some Expense.	4.5 % of actual spending (for fixed method)	\$11,736
Non-Project CPO Expense	Fixed	Charge based on the standard allocation.	4.5 % of actual spending	\$3,562
Central Procurement	Fixed	Charge based on the standard allocation.	4.5 % of actual	\$237,075

**EXHIBIT 10 - Service Directive:
Central Procurement Office Support Services**

Admin			spending	
Purchasing Services	Fixed	Charge based on the standard allocation.	4.5 % of actual spending	\$55,025

Primary Contacts:

NWSA – Erin Galeno

POS – Nora Huey

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

Service Level Expectations:

- Service will be provided as needed where POS Purchasing can aid and assist Alliance efforts through direct procurement, allowing use of POS contracts or working collectively on mutual procurement needs.

ⁱ Method Options: Fixed, Project Charges, Fee for Service/Variable. Costs associated with support services will be charged to the Alliance as follows:

- Fixed allocation – Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project Charges – Charged to specific projects based on current procedures.
- Fee for Service/Variable – Charges will be tracked and charged based on level of use monthly at rates agreed to when need for service is determined.

ⁱⁱ Preliminary budget amount – subject to final budget approval.

**EXHIBIT 11 - Service Directive:
Contract Security Support Services**

EXHIBIT 11

**Service Directive:
Contract and Other Security Support Services**

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Seattle (POS) and The Northwest Seaport Alliance (NWSA) for Calendar Year 2016.

The NWSA and POS have agreed to provide support services to one another as defined in Service Directive exhibits. Each Service Directive exhibit defines the scope of services, cost for services, charge methodology, and service level expectations for each service area to be provided. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

Time period:

This agreement is for calendar year 2016.

Scope of Services and Costs for Service:

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

1. POS will manage contract security services as needed at NWSA-licensed properties in King County. Those contract security charges will be billed to NWSA.
2. Maintain compliance with the Maritime Transportation Security Act (MTSA) at all properties.
3. Maintain security personnel services for properties to provide for the protection of the asset from theft, vandalism and other criminal activities.
4. Maintain security personnel services for properties to maintain compliance with MTSA and applicable laws, regulations, policies and procedures.
5. Provide emergency management services to ensure continuity of operations, mitigation of hazards and coordinated responses to planned and unplanned emergent/emergency events.
6. Maintain liaison with Federal, State, County, City and other governmental and law enforcement agencies for legal/regulatory compliance and emergency management.
7. Maintain the ability of the facilities to communicate effectively on the Port of Seattle 800 MHz Radio System through radios provide by the Port of Seattle and operated through a Memorandum of Agreement with the tenants as part of the emergency management and security program.
8. Coordinate drills and exercises of security plans and emergency management activities with all Port of Seattle Maritime Properties and the appropriate federal,

**EXHIBIT 11 - Service Directive:
Contract Security Support Services**

- state and local authorities in order to maintain regulatory/legal requirements and operational readiness.
9. Represent the Port of Seattle and all Maritime properties and activities at the U.S. Coast Guard Area Maritime Security Committee.
 10. Represent Washington State Public Ports on the Puget Sound Harbor Safety Committee.
 11. Where appropriate, maintain Port of Seattle access control program and infrastructure for access to facilities in compliance with U.S. Coast Guard regulations.
 12. Where appropriate, maintain Port of Seattle video surveillance program and infrastructure for video surveillance of Port of Seattle properties.
 13. Maintain Port of Seattle 24 hour a day, 7 day a week Duty Officer response telephone number for security and emergencies (206) 787-3688
 14. Where appropriate, provide safety, security and emergency management training for Port of Seattle personnel, contractors, vendors and tenants.
 15. Where appropriate, maintain the Port of Seattle TWIC program for maritime facilities.

**EXHIBIT 11 - Service Directive:
Contract Security Support Services**

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

Service Area	Method of Charges ¹	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2016 Budgeted Amount ²
Contract Security Services	Direct Charges	Budget/Actual expenditures for contract security at NWSA-licensed properties. Initial estimate of costs to be determined in connection with development of 2016 Operating Budget.	Budgeted/ Actual spending	\$372,000
Seaport Security	Fixed Allocation	Forecast of relative time spent on NWSA Facilities	20.0%	\$32,187

Contract Security Services to be provided by The NWSA to POS include the following:

1. Contract security guard services at Terminal 5 to provide for perimeter security, deterrence of theft, vandalism, criminal activity in the preservation of the value of the asset, and compliance with USCG MTSA requirements.
2. Contract security guard services at other NWSA facilities not occupied by a tenant to prevent theft, vandalism and criminal activity in the preservation of the value of the asset, and compliance with USCG MTSA requirements as applicable.

Primary Contacts:

NWSA – Dustin Stoker

POS – Russ Read/Mike McLaughlin

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

¹ Method Options: Fixed, Project Charges, Fee for Service/Variable. Costs associated with support services will be charged to the Alliance as follows:

- Fixed allocation – Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project Charges – Charged to specific projects based on current procedures.
- Fee for Service/Variable – Charges will be tracked and charged based on level of use monthly at rates agreed to when need for service is determined.

² Preliminary budget amount – subject to final budget approval.

**EXHIBIT 11 - Service Directive:
Contract Security Support Services**

Service Level Expectations:

- Monthly billing statements for security personnel to be provided by the Port of Seattle Maritime Security program to the NWSA for services provided.
- The Port of Seattle provides 24 hour a day, 7 days a week security and emergency response via the Maritime Duty Officer telephone number (206) 787-3688.
- To be determined.

**EXHIBIT 12 - Service Directive:
Environmental Services & Planning Support Services**

EXHIBIT 12

**Service Directive:
Environmental Services & Planning**

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Seattle (POS) and The Northwest Seaport Alliance (NWSA) for Calendar Year 2016.

The NWSA and POS have agreed to provide support services to one another as defined in Service Directive exhibits. Each Service Directive exhibit defines the scope of services, cost for services, charge methodology, and service level expectations for each service area to be provided. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

Time period:

This agreement is for calendar year 2016.

Scope of Services and Costs for Service:

Environmental Services & Planning Support Services to be provided by POS to The NWSA include the following:

1. POS Environmental and Planning services staff will support NWSA on an as-needed basis, including land use planning, , project-related planning and mitigation, *Land use planning will include regional planning as it applies to the area in and around NWSA managed properties, Zoning analyses, project-related land use planning and review governmental rules, regulations and plans affecting land use. Key projects will include review and possible Arena EIS or Pier 1 rezone requests.*
2. POS Environmental and Planning Services staff will support The NWSA by assisting in acquisition of appropriate permits and completing appropriate environmental review for projects as needed.
3. NWSA Environmental staff will provide services to POS for air quality and stormwater management programs. NWSA, POT & POS staff will coordinate closely with The NWSA on regional programs.
4. POS Environmental Services staff will provide hazardous material cleanup response, hazardous material cleanup, illicit discharge response and management of hazardous material disposal on NWSA projects if requested.

**EXHIBIT 12 - Service Directive:
Environmental Services & Planning Support Services**

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

Service Area	Method of Charges ¹	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2016 Budgeted Amount ²
Land Use support	Fixed	Percentage of POS Planning department Budget/Actual costs based on analysis of work activities as determined in connection with development of 2016 Operating Budget.	10% of actual / budgeted spending	13K
Environmental Services Programs	Lump sum and percentage of individual time	Percentage of POS Environmental Services department Budget/Actual costs based on analysis of work activities as determined in connection with development of 2016 Operating Budget.	7% of Jones Stebbins time and actual time charged for Hazardous waste and spill response .	7% of Jones Stebbins time and 10K for hazardous materials and spill response
Planning projects	Project charges plus overhead	Project charges as quantified in 2016 Operating Budget.	Project charges as identified in 2016 Operating Budget	0
Environmental Services projects	Project charges plus overhead	Project charges as quantified in 2016 Operating Budget.	Project charges.	TBD
Total				\$630,881

¹ Method Options: Fixed, Project Charges, Fee for Service/Variable. Costs associated with support services will be charged to the Alliance as follows:

- Fixed allocation – Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project Charges – Charged to specific projects based on current procedures.
- Fee for Service/Variable – Charges will be tracked and charged based on level of use monthly at rates agreed to when need for service is determined.

² Preliminary budget amount – subject to final budget approval.

**EXHIBIT 12 - Service Directive:
Environmental Services & Planning Support Services**

Planning and Environmental Services Support Services to be provided by The NWSA to POS include the following

1. It is anticipated that the following support will be provided by the NWSA environmental team:
2. Air Quality: The NWSA air quality team collectively will support POS with about 30% of 30% of an FTE or about 10% of the total team's time. Janice Gedlund is the team lead.
3. Stormwater: The NWSA Stormwater team collectively will support POS with about 30% of an FTE or about 10% of the total team's time. Marilyn Guthrie is the team lead.

Primary Contacts:

NWSA – Jason Jordan, Marilyn Guthrie, Janice Gedlund

POS – Stephanie Jones-Stebbins, Joseph Gellings, Paul Meyer, Mike Desota

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

Service Level Expectations:

- To be determined.

**EXHIBIT 13 - Service Directive:
Marine Maintenance Support Services**

EXHIBIT 13

**Service Directive:
Marine Maintenance Support Services**

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Seattle (POS) and The Northwest Seaport Alliance (NWSA) for Calendar Year 2016.

The NWSA and POS have agreed to provide support services to one another as defined in Service Directive exhibits. Each Service Directive exhibit defines the scope of services, cost for services, charge methodology, and service level expectations for each service area to be provided. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

Time period:

This agreement is for calendar year 2016.

Scope of Services and Costs for Service:

Support Services to be provided by POS Marine Maintenance to The NWSA include the following:

1. The NWSA will contract with POS Marine Maintenance for facility maintenance services at NWSA license properties in King County.
2. Other to be determined.
3. Other to be determined.

**EXHIBIT 13 - Service Directive:
Marine Maintenance Support Services**

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

Service Area	Method of Charges ¹	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2016 Budgeted Amount ²
Marine Maintenance	Project Charges	Project and other work as budgeted in 2016 Operating Budget. Actual charges will be for actual projects and work performed.		\$3,463,364
Marine Maintenance	Overhead not direct charged through overhead rate	To be based on pro-rata share of cost of total projects and other work performed for NWSA, Maritime Division and Economic Development Division.	8.4%	\$38,032

Marine Maintenance Support Services to be provided by The NWSA to POS include the following:

1. None.

Primary Contacts:

NWSA – Dustin Stoker

POS – Lindsay Pulsifer, Rob Lane

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

Service Level Expectations:

- To be determined.

¹ Method Options: Fixed, Project Charges, Fee for Service/Variable. Costs associated with support services will be charged to the Alliance as follows:

- Fixed allocation – Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project Charges – Charged to specific projects based on current procedures.
- Fee for Service/Variable – Charges will be tracked and charged based on level of use monthly at rates agreed to when need for service is determined.

² Preliminary budget amount – subject to final budget approval.

**EXHIBIT 14 - Service Directive:
Maritime Finance Support Services**

EXHIBIT 14

Service Directive:

Maritime Finance & Budget (inclusive of Maritime Finance & Budget and Environmental Services Finance & Budget)

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Seattle (POS) and The Northwest Seaport Alliance (NWSA) for Calendar Year 2016.

The NWSA and POS have agreed to provide support services to one another as defined in Service Directive exhibits. Each Service Directive exhibit defines the scope of services, cost for services, charge methodology, and service level expectations for each service area to be provided. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

Time period:

This agreement is for calendar year 2016.

Scope of Services and Costs for Service:

Maritime Finance & Budget Support Services to be provided by POS to The NWSA include the following:

1. Coordination with POT in creation of The NWSA budget including operating budgets, 5-10 year capital plan (including major expense projects and public expense projects) and 5-10 year financial forecasts for use in development of the POT and POS funding plans.
2. Coordination with POT in preparation of periodic performance reports for The NWSA comparing actual results to budget and forecasting full year financial results.
3. Financial Planning and Analysis including financial analysis for investment decisions for The NWSA.
4. Coordination with POT on Environmental Services related budgeting and processing, coding and payment of invoices as well as reporting on various Environmental Services related contracts (Environmental Finance).
5. In conjunction with POT, provide information, resources and expertise to ensure The NWSA is in compliance with Generally Accepted Accounting Principles, Government Accounting Standards and specific Accounting policies as developed by The NWSA.
6. Other financial services as mutually determined to be necessary.

**EXHIBIT 14 - Service Directive:
Maritime Finance Support Services**

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

Service Area	Method of Charges ⁱ	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2016 Budgeted Amount ⁱⁱ
Maritime Finance & Budget	Project Charge/Fixed	Based on estimated support services provided by each staff to each operating division and NWSA.	25 % of actual spending (for fixed method)	\$206,417
Environmental Services Finance & Budget	Project Charge/Fixed	Based on estimated support services provided by each staff to each operating division and NWSA.	7.0 % of actual spending (for fixed method)	\$79,888

Maritime Finance & Budget Support Services to be provided by The NWSA to POS include the following:

1. In order for Maritime Finance & Budget to be effective in supporting The NWSA, information must flow in a standard and consistent manner back from The NWSA to Maritime, Finance & Budget.

Primary Contacts:

NWSA – Erin Galeno

POS – TBD Director, Maritime Finance and Budget, David Kleiber Seaport Environmental Finance Manager

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

Service Level Expectations:

- Before January 1, 2016, agreements will be made regarding performance reporting formats and timing.
- Maritime Finance & Budget services will be provided on standard schedules consistent with, and coordinating with, POT and POS performance reporting schedules.

ⁱ Method Options: Fixed, Project Charges, Fee for Service/Variable. Costs associated with support services will be charged to the Alliance as follows:

- Fixed allocation – Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.

**EXHIBIT 14 - Service Directive:
Maritime Finance Support Services**

- Project Charges – Charged to specific projects based on current procedures.
- Fee for Service/Variable – Charges will be tracked and charged based on level of use monthly at rates agreed to when need for service is determined.

ⁱⁱ Preliminary budget amount – subject to final budget approval.

**EXHIBIT 15 - Service Directive:
Pier 69 Facilities Management Support Services**

EXHIBIT 15

**Service Directive:
Pier 69 Facilities Management Support Services**

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Seattle (POS) and The Northwest Seaport Alliance (NWSA) for Calendar Year 2016.

The NWSA and POS have agreed to provide support services to one another as defined in Service Directive exhibits. Each Service Directive exhibit defines the scope of services, cost for services, charge methodology, and service level expectations for each service area to be provided. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

Time period:

This agreement is for calendar year 2016.

Scope of Services and Costs for Service:

Pier 69 Facilities Management Support Services to be provided by POS to The NWSA include the following:

1. POS will provide the NWSA with the following fully serviced office space for the NWSA employees housed at Pier 69:
 - a. Three (3) enclosed window offices totaling 486 s/f
 - b. Two (2) unenclosed window offices totaling 322 s/f
 - c. Twelve (12) standard workstations totaling 904 s/f
 - d. One (1) file storage bank totaling 102 s/f
2. POS will provide fully serviced office space, conference space and common use space for those POS service groups housed at Pier 69 that provide services to NWSA.
3. POS will provide the NWSA with use of the conference center and common use space at Pier 69.

**EXHIBIT 15 - Service Directive:
Pier 69 Facilities Management Support Services**

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

Service Area	Method of Charges ¹	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2016 Budgeted Amount ²
Pier 69 Facilities Management	Fixed	Percentage of office space charges based on % of overall square feet occupied by NWSA staff house at POS plus allocation, based on corporate allocations for some larger departments and default corporate allocations for others, of office space occupied by Corporate and CDD groups,	8.5% of actual spending	\$130,734

Pier 69 Facilities Management Support Services to be provided by The NWSA to POS include the following:

1. None.

Primary Contacts:

NWSA – Erin Galeno

POS – Nick Milos

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

Service Level Expectations:

- To be determined.

¹ Method Options: Fixed, Project Charges, Fee for Service/Variable. Costs associated with support services will be charged to the Alliance as follows:

- Fixed allocation – Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project Charges – Charged to specific projects based on current procedures.
- Fee for Service/Variable – Charges will be tracked and charged based on level of use monthly at rates agreed to when need for service is determined.

² Preliminary budget amount – subject to final budget approval.

**EXHIBIT 15 - Service Directive:
Pier 69 Facilities Management Support Services**

**EXHIBIT 16 - Service Directive:
Portfolio Management Support Services**

EXHIBIT 16

**Service Directive:
Portfolio Management Support Services**

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Seattle (POS) and The Northwest Seaport Alliance (NWSA) for Calendar Year 2016.

The NWSA and POS have agreed to provide support services to one another as defined in Service Directive exhibits. Each Service Directive exhibit defines the scope of services, cost for services, charge methodology, and service level expectations for each service area to be provided. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

Time period:

This agreement is for calendar year 2016.

Scope of Services and Costs for Service:

Portfolio Management Support Services to be provided by POS to The NWSA include the following:

1. For NWSA-licensed properties in King County, POS staff will provide property management information tracking including updating of software system for lease management, property management, tenant management, insurance and surety compliance management, coordination with billing/invoicing, and current routine reporting. Additional reports as requested may be subject to additional charges.
2. For NWSA-licensed properties in King County, POS staff will provide utility administration including processing of utility invoices and billing of tenants their share of utility expense as well as reimbursement of tenants paying utility providers directly where Port or other tenants are also using those services. Services also include budgeting for relevant utility revenue and expense accounts.

**EXHIBIT 16 - Service Directive:
Portfolio Management Support Services**

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

Service Area	Method of Charges ¹	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2016 Budgeted Amount ²
Portfolio Management	Fixed	Percentage of Portfolio Management department costs based on analysis of work activities as determined in connection with development of 2016 Operating Budget.	30.1% of actual spending	\$294,112

Portfolio Management Services to be provided by The NWSA to POS include the following:

1. None identified at this time.

Primary Contacts:

NWSA – Don Esterbrook

POS – Melinda Miller, Joe Pelonio

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

Service Level Expectations:

- Timely and accurate.

¹ Method Options: Fixed, Project Charges, Fee for Service/Variable. Costs associated with support services will be charged to the Alliance as follows:

- Fixed allocation – Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project Charges – Charged to specific projects based on current procedures.
- Fee for Service/Variable – Charges will be tracked and charged based on level of use monthly at rates agreed to when need for service is determined.

² Preliminary budget amount – subject to final budget approval.

**EXHIBIT 17 - Service Directive:
Tribal Coordination Support Services**

**EXHIBIT 17
Service Directive:
Tribal Coordination Support Services**

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Seattle (POS) and The Northwest Seaport Alliance (NWSA) for Calendar Year 2016.

The NWSA and POS have agreed to provide support services to one another as defined in Service Directive exhibits. Each Service Directive exhibit defines the scope of services, cost for services, charge methodology, and service level expectations for each service area to be provided. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

The Muckleshoot Indian Tribe, the Suquamish Indian Tribe, and the port share a common area of operations, including bay and channel areas throughout north and south Elliott Bay. Since 1995, Treaty tribes and the port have cooperated through a series of agreements, with the objective to avoid and minimize potential negative effects on Treaty-protected fishing access, in conjunction with cargo and passenger activities and infrastructure improvements at port marine terminal facilities.

Background

The Port of Seattle conducts government-to-government relations with the Muckleshoot and Suquamish Indian tribes as federally recognized, Treaty-protected native sovereign nations.

POS long-term commitment to the Muckleshoot and Suquamish Indian tribes relates to maintenance of usual and accustomed treaty fishing access adjacent to port marine terminal sites throughout Elliott Bay, the East and West waterways, and the Duwamish Waterway.

Treaty tribe authority: The Muckleshoot Indian Tribe and the Suquamish Indian Tribe have authority to exercise treaty-reserved fishing rights in Elliott Bay, the East and West waterways in south Elliott Bay, and the Duwamish Waterway. This includes two elements affecting port marine terminal facilities: (1) direct fishing access at marine terminal locations and (2) participation in federal decision-making for proposed port development that might affect treaty fishing access.

The tribes can fish in nearly all areas required for navigational access to port facilities, so navigational and berth access to all port marine terminal facilities during fishing periods (generally August through January) must be accomplished without substantially impeding fishing activities.

**EXHIBIT 17 - Service Directive:
Tribal Coordination Support Services**

Treaty tribes have equal decision-making authority with federal agencies, including the U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, National Marine Fisheries Service, and Environmental Protection Agency, regarding authorizations required by the port for development, operation, and maintenance of marine cargo infrastructure. This authority also extends to federal Superfund cleanup determinations and natural resource damage and restoration requirements.

Treaty tribe and port cooperation: The Muckleshoot Indian Tribe and the port have worked to manage successful Treaty fishing access with marine cargo and passenger vessel access.

Experience during the past 15 years indicates that actions taken to design, construct, and operate port facilities to avoid conflicts with Treaty fishing improves safety, reduces damage to fishing gear and vessels, allows for effective harvest, reduces the potential for delays in vessel arrivals and departures, and reduces uncertainty for port-sponsored marine terminal development actions.

Since 1995 all capital Port of Seattle development and marine facility improvement projects, including Terminal 5, Terminal 18, Terminal 30, Terminal 91, and Terminal 115, have included agreements to compensate Treaty tribes for adverse “in-water” effects on Treaty fishing, in instances where displacement of fishing access could not be avoided or minimized. Compensation measures in most cases consisted of payments to the Muckleshoot and Suquamish Indian tribes.

In addition, recent agreements with the Muckleshoot Indian Tribe have provided for coordination of fishing activities with marine terminal operations. During fishing periods, the Muckleshoot Tribe and the port have agreed on measures and funding for twenty-four hour monitoring and management, to minimize potential disruption of net fishing, while allowing for movement of cargo and passenger vessels.

POS and NWSA are currently in discussions with Suquamish and Muckleshoot regarding Vessel coordination programs that would be in affect starting 2016. The final agreements with each tribe may be different regarding obligations of each party and have a different length of term.

Time period:

This agreement is for calendar year 2016.

Scope of Services and Costs for Service:

Tribal Coordination Support Services to be provided by POS to The NWSA include the following:

1. POS and NWSA staff will coordinate closely on tribal coordination and negotiations affecting marine cargo projects.

**EXHIBIT 17 - Service Directive:
Tribal Coordination Support Services**

2. POS staff will provide administrative services in connection with Tribal Coordination activities to The NWSA.
3. Other to be determined.

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

Service Area	Method of Charges ¹	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2016 Budgeted Amount ²
Tribal Coordination	Fixed	Percentage of Cruise & Maritime Operations department costs based on analysis of work activities as determined in connection with development of 2016 Operating Budget.	0% of actual spending As Actual program cost is most significant.	\$0
Vessel Coordination Program Treaty Fishing Access Muckleshoot and Suquamish Tribe	Actual program cost	Charge to include cost of annual program(s) funding payment defined in each tribes vessel coordination program plus the total cost of all approved Tribal Fishing Claims (Net Moves, Gear Replacement, Lost Fishing Time) for the period.	100% of program cost to be NWSA	\$1,000,000

Tribal Coordination Support Services to be provided by The NWSA to POS include the following:

1. Regular engagement with POS and recognized Tribal Communities concerning items of mutual interest to resolve problems, communicate ports development plans, receive tribal concurrence necessary for issuance of ACOE permits for port projects, coordinate

¹ Method Options: Fixed, Project Charges, Fee for Service/Variable. Costs associated with support services will be charged to the Alliance as follows:

- Fixed allocation – Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project Charges – Charged to specific projects based on current procedures.
- Fee for Service/Variable – Charges will be tracked and charged based on level of use monthly at rates agreed to when need for service is determined.

² Preliminary budget amount – subject to final budget approval.

**EXHIBIT 17 - Service Directive:
Tribal Coordination Support Services**

vessel access to port facilities with tribal treaty fishing access needs, identify government to government opportunities that could result in mutual benefits and other reasons for maintaining and growing strong relationships between the ports and the tribes.

Primary Contacts:

NWSA – Kurt Beckett

POS – Mike McLaughlin

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

Service Level Expectations:

- To be determined.
- To be determined.

**EXHIBIT 18 - Service Directive:
Office of Social Responsibility Support Services**

**EXHIBIT 18
Service Directive:
Office of Social Responsibility Support Services**

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Seattle (POS) and The Northwest Seaport Alliance (NWSA) for Calendar Year 2016.

The NWSA and POS have agreed to provide support services to one another as defined in Service Directive exhibits. Each Service Directive exhibit defines the scope of services, cost for services, charge methodology, and service level expectations for each service area to be provided. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

Time period:

This agreement is for calendar year 2016.

Scope of Services and Costs for Service:

Port of Seattle Office of Social Responsibility (OSR) Support Services to be provided by POS to The NWSA include the following:

1. OSR's "core or administration" work supporting a number of programs – primarily the Small Business Program, but also Apprentice Utilization, Community Giving, and Community Engagement. OSR serves all divisions and is part of how the port does its business.

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

Service Area	Method of Charges ⁱ	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2016 Budgeted Amount ⁱⁱ
Office of Social Responsibility (subclass 2300)	Fixed	Charge based on the standard allocation.	4.5% of actual spending	\$60,493

Port of Seattle Office of Social Responsibility Support Services to be provided by The NWSA to POS include the following:

1. None.

**EXHIBIT 18 - Service Directive:
Office of Social Responsibility Support Services**

Primary Contacts:

NWSA – TBD

POS – Luis Navarro

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

Service Level Expectations:

- Port of Seattle Office of Social Responsibility will provide any necessary services to the NWSA.

ⁱ Method Options: Fixed, Project Charges, Fee for Service/Variable. Costs associated with support services will be charged to the Alliance as follows:

- Fixed allocation – Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project Charges – Charged to specific projects based on current procedures.
- Fee for Service/Variable – Charges will be tracked and charged based on level of use monthly at rates agreed to when need for service is determined.

ⁱⁱ Preliminary budget amount – subject to final budget approval.

**EXHIBIT 19 - Service Directive:
Additional Support Services as Needed**

**EXHIBIT 19
Service Directive:
Additional Support Services as Needed**

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Seattle (POS) and The Northwest Seaport Alliance (NWSA) for Calendar Year 2016.

The NWSA and POS have agreed to provide support services to one another as defined in Service Directive exhibits. Each Service Directive exhibit defines the scope of services, cost for services, charge methodology, and service level expectations for each service area to be provided. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

Time period:

This agreement is for calendar year 2016.

Scope of Services and Costs for Service:

Additional Support Services to be provided by POS to The NWSA as Needed:

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

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

Service Area	Method of Charges	Basis for Charge	Hourly Rate, Fixed Percentage or Formula
Any other supporting services that are not listed on the Exhibits	Direct charges based on the services provided.	TBD	TBD

**EXHIBIT 19 - Service Directive:
Additional Support Services as Needed**

Primary Contacts:

NWSA – Kurt Beckett

POS – Dan Thomas & Michael Tong

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

Service Level Expectations:

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