

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

**INTER-LOCAL AGREEMENT FOR SUPPORT SERVICES BY AND BETWEEN
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, (Chapter 53.57 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 2022. This Agreement and attached Service Directive exhibits are effective between January 1, 2022 and December 31, 2022. 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. The NWSA and POS, in their respective sole discretion, may obtain the services under this Agreement from entities other than the Parties to this Agreement.

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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 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

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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 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:	David Morrison, Chief Financial Officer PO Box 2985 Tacoma, WA 98401-2985 egaleno@portoftacoma.com
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Port of Seattle:	Dan Thomas, Chief Financial Officer PO Box 1209 Seattle, WA 98111 thomas.d@portseattle.org
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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

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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.

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.

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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.

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 _____ day of _____, _____.

Northwest Seaport Alliance

Port of Seattle

John Wolfe
Chief Executive Officer

Stephen P. Metruck
Executive Director

Date _____

Date _____

**INTER-LOCAL AGREEMENT FOR SUPPORT SERVICES BY AND BETWEEN
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**Attached Support Service Directives for Calendar Year 2022
Support Service Agreement between NWSA and POS:**

- Exhibit 1 – Accounting, Finance, Treasury & Risk Management Support Services
- Exhibit 2 – Legal and Public Records Support Services
- Exhibit 3 – Information & Communication Technology and Security Support Services
- Exhibit 4 – External Relations Support Services
- Exhibit 5 – Portfolio Management Support Services
- Exhibit 6 – Capital Development Support Services
- Exhibit 7A – Port of Seattle Police Support Services
- Exhibit 7B – Security Support Services
- Exhibit 8 – Marine Maintenance Support Services
- Exhibit 9 – Central Procurement Office Support Services
- Exhibit 10 – Managing Member and Executive Support Services
- Exhibit 11 – Pier 69 Facilities Management Support Services
- Exhibit 12 – Environmental and Planning Support Services
- Exhibit 13 – Tribal Coordination Support Services
- Exhibit 14 – Labor Relations Support Services
- Exhibit 15 – Additional Support Services as Needed

EXHIBIT POS – 01

**Service Directive for Accounting, Finance, Treasury & Risk Management Support Services
by and between**

Port of Seattle and The Northwest Seaport Alliance

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).

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Seattle with regard to Support Services listed above for The Northwest Seaport Alliance. This exhibit defines the mutually agreed upon scope of services, cost for services, charge methodology, and service level expectations to include performance measures and monitoring. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

2) Time period:

This agreement is for calendar year 2022.

3) Scope of Services to be provided by POS to The NWSA

a) Accounting

- i) Prebilling tasks (such as balancing, reconciliation, review of billing data) for activity based billings, i.e. utilities
 - (1) Surety document maintenance (such as maintaining the original document onsite, quarterly reconciliation, and forwarding original document when needed for collection)
 - (2) Use tax (state) filing for items procured in North Harbor
- ii) Accounts payable services for The NWSA for North Harbor activity
- iii) Project accounting services to support project delivery for the NWSA.
 - (1) Project cost tracking and review of project costs for proper classification.
 - (2) Capitalization policy analysis and application to projects
 - (3) Capital Project Spending reporting and comparison to budget, coordinate Cash Reimbursement for 50% of total project spending on monthly basis
- iv) General accounting services for NH financial transactions associated with The NWSA
 - (1) 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

(2) Services to support external financial audit, single audit of financial reporting and compliance with policies and state and federal statutes

v) Grant accounting services for NH federal and state grants.

(1) POS Accounting has provided and discussed grant compliance requirements with NWSA accounting in accordance with 2 CFR 200.331. Applies to grants where POS is grantee and NWSA is sub-recipient.

b) Finance & Budget

i) Provide Operating Budget services to include:

(1) Partner with POT staff to compile North Harbor budget

ii) Provide Capital Budget services

(1) No capital budget services provided by POS to NWSA

iii) Provide Financial Analysis Services to include:

(1) Business Development

(a) Review and provide feedback or suggestions on project analyses.

(b) Advise on bond restrictions for POS licensed facilities.

(2) Policy

(a) Work collaboratively on financial policy and procedure issues as initiated by any of the three entities or as required for NWSA function.

(3) Funding

(a) Assess fundability and funding options for NWSA decision on investments.

(b) Review and collaborate on long-term forecasting.

(d) Provide State Grant support for NWSA Lead and POS provides grant administration

Provide support services for project delivery between POS and NWSA for split funding due to environmental liabilities, authorization of projects with dual funding between NWSA and POS,

c) Treasury

i) Provide Banking services, including but not limited to:

(1) No routine banking services provided by POS to the NWSA, however, certain Accounting activities (see section 3, a, i, (1) and 3, a, ii) flow through POS main bank account.

- ii) Provide Investment services, including but not limited to:
 - (1) Invest the working capital liquidity fund for North Harbor projects.

d) Risk Management

- i) 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 POS – 01 - Service Directive:
Accounting, Finance, Treasury & Risk Management Support Services**

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

Service Area and Department # (Acct if appropriate)	Service Item (from list above)	Method of Charges ¹	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2022 Budgeted Amount ²
Accounting					
AFR Core Services Dept# 2210	3.a.iv	Fixed	Charge based on the standard allocation.	2.25%	17,270
AFR Disbursements Dept# 2240	3.a.ii	Variable	Based on support services and activities provided by staff to each operating division and NWSA.	1.0%	20,080
AFR General Accounting Dept# 2260	3.a.iii-v	Fixed	Based on support services and activities provided by staff to each operating division and NWSA.	2.25%	49,011
AFR Financial Reporting Dept# 2290	3.a.iv	Fixed	Charge based on the standard allocation.	2.25%	25,893
Finance					
Finance & Budget Dept# 2100	3.b.i-iii	Variable	Based on estimated support services provided by each staff to each operating division and NWSA.	7.11%	179,515
Maritime Finance & Budget Dept# 6210	3.b.i-iii	Variable	Based on estimated support services provided by each staff to each operating division and NWSA.	6.88 %	91,186
Environmental Finance Dept# 6211	3.b.i-iii	Variable	Based on estimated support services provided by each staff to each operating division and NWSA.	1.78%	7,378

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 POS – 01 - Service Directive:
Accounting, Finance, Treasury & Risk Management Support Services**

Treasury	3.c.ii	Fixed	Investments: Based on NWSA funds % share of POS PIF		Included in the cost allocation for Dept 2100
			Banking: see Accounting/AFR Revenue and AFR Disbursements, 3, a, i and 3,a,ii, respectively		Included in the cost allocation for Dept 2100
Risk Management					
Risk Management Dept# 1330	3.d.i	Fixed	Charge based on the standard allocation.	2.25%	21,122
Insurance – Premium Dept# 1335	3.d.i	Fixed	NWSA Reimbursable – Direct Charge.		575,000
Insurance – All Other Allocated Dept# 1335	3.d.i	Variable	Property & Liability Broker Contract	0.54%	16,680

5) Scope of Services to be provided by The NWSA to POS

a) None.

6) Cost for Service and Charge Methodology – The NWSA to POS

a) None.

7) Service Level Expectations:

- a) Before January 1, 2022, agreements will be made on desired standard report formats and frequencies.
- b) Accounting services will be provided on standard schedules consistent with, and coordinating with, POT and POS accounting schedules.
- c) Retention of key financial reports and information in compliance with state requirements.

b) Performance Measures and Metrics:

This section outlines the performance measures and metrics upon which service under this SLA will be assessed. Shared Service Centers and Customers will negotiate the performance metric, frequency, customer and provider service responsibilities associated with each performance measure.

**EXHIBIT POS – 01 - Service Directive:
Accounting, Finance, Treasury & Risk Management Support Services**

Measurements of the Port of Seattle activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Seattle and The Northwest Seaport Alliance have identified activities critical to meeting The NWSA’s business requirements and have agreed upon how these activities will be assessed.

Service Area	Type of Measure ³	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target
Accounting – Accounts Payable	Management	<ol style="list-style-type: none"> 1. Public works contracts paid within statutory period. 2. Open payables over 60 days 3. Rec’d not invoiced report reconciled weekly 	<ol style="list-style-type: none"> 1. 100% 2. \$0 3. Resolved within 1 month
Accounting – Projects	Accuracy	<ol style="list-style-type: none"> 1. Project costs accurately reflected in the project subledger and reconciles to GL. 2. Project reviewed and analyzed for capital vs. expense accounting before spending begins, provided timely and complete Asset Plans are submitted to POS Accounting by the project management groups. 	
Accounting - General	Time Based	<ol style="list-style-type: none"> 1. Monthly Fin’l package avail <ol style="list-style-type: none"> a. SH data avail b. Cashflow avail c. NH data avail 2. Annual audited financial statements avail. 	<ol style="list-style-type: none"> 1. 13th bus day <ol style="list-style-type: none"> a. 8th bus day b. 9th bus day c. 10th bus day 2. April 30th
Accounting – Grants	Accuracy	<ol style="list-style-type: none"> 1. Audit Findings 	<ol style="list-style-type: none"> 1. 0
Finance – Budget	Time Based	<ol style="list-style-type: none"> 1. Provide North Harbor budget information by agreed upon dates 	<ol style="list-style-type: none"> 1. (date updated annually)

³ Type of Measure Options:

- Time Based – measure is time bound – duration, frequency, by a specific date, etc...
- Management – measure dealing with or controlling issues, communications, or staff
- Accuracy – measure to have a specified level of accuracy to be measurable
- Other – measure that doesn’t fit into category above

**EXHIBIT POS – 01 - Service Directive:
Accounting, Finance, Treasury & Risk Management Support Services**

Finance – Financial Analysis	Time Based	1. Provide timely response and feedback regarding NWSA analyses, policies or procedures.	1. Timely
Treasury – Investments	Management	1. Maintain investments consistent with investment guidelines, prioritizing Safety, Liquidity and Return of Principle, in that order.	1. 100% compliance

8) Primary Contacts:

- a) NWSA – David Morrison
- b) 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.

EXHIBIT POS - 02

Service Directive for Legal & Public Records Support Services

by and between

Port of Seattle and The Northwest Seaport Alliance

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).

1. Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Seattle with regard to Support Services listed above for The Northwest Seaport Alliance. This exhibit defines the mutually agreed upon scope of services, cost for services, charge methodology, and service level expectations to include performance measures and monitoring. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

2. Time period:

This agreement is for calendar year 2022.

3. Scope of Services to be provided by POS to The NWSA

a) Legal & Public Records Management

- i) Provide legal services to The NWSA associated with NWSA-licensed properties, contracts, NWSA legal matters and workplace responsibility. Coordinate with POT legal support and outside counsel. The major areas POS attorneys will possibly cover include public works, contracts, leasing, land use, and environmental matters for the NWSA.
- ii) Provide legal services for project-specific environmental matters, litigation, specific claims, focused contract negotiations, etc.
- iii) Coordinate services of outside counsel as appropriate.
- iv) 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 Erin Galeno.

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

Service Area and Department # (Acct if appropriate)	Service Item (from list above)	Method of Charges ¹	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2022 Budgeted Amount ²
Attorney Services Dept# 1310	3.a.i-iii	Fixed	Charge based on the standard allocation.	2.25%	\$85,721
Records Management Dept# 1311	3.a.iv	Fixed	Charge based on the standard allocation.	2.25%	\$10,085

5. Scope of Services to be provided by The NWSA to POS

a) None.

6. Cost for Service and Charge Methodology – NWSA to POS

a) None.

7. Service Level Expectations:

a) To Be Determined

b) Performance Measures and Metrics:

This section outlines the performance measures and metrics upon which service under this SLA will be assessed. Shared Service Centers and Customers will negotiate the performance metric, frequency, customer and provider service responsibilities associated with each performance measure.

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 POS - 02 - Service Directive:
Legal & Public Records Management Support Services**

Measurements of the Port of Seattle activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Seattle and The Northwest Seaport Alliance have identified activities critical to meeting The NWSA’s business requirements and have agreed upon how these activities will be assessed.

Service Area	Type of Measure ³	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target
Records	Time Based	Initial acknowledgement of Public Records request sent to requester	5 working days
		Initial response due date communicated to requester within 5 days	100%
Records	Time Based	Fulfill state JLARC annual Public Records Response reporting due July 1	100%
Records	Management	Records coordinators are trained on state records retention, reporting and disclosure laws	100%
		All commissioners and records staff meet current Open public Meetings and Open Public Records training requirements	100%
Records	Accuracy	All responsive records are identified, gathered and delivered pursuant to the request	100%

8. Primary Contacts:

- a) NWSA – Dana Henderson
- b) POS – Tom Tanaka

³ Type of Measure Options:

- Time Based – measure is time bound – duration, frequency, by a specific date, etc...
- Management – measure dealing with or controlling issues, communications, or staff
- Accuracy – measure to have a specified level of accuracy to be measurable
- Other – measure that doesn’t fit into category above

**EXHIBIT POS - 02 - Service Directive:
Legal & Public Records Management Support Services**

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.

EXHIBIT POS - 03

**Service Directive for Information & Communication Technology and Security Support Services
by and between
Port of Seattle and The Northwest Seaport Alliance**

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).

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Seattle with regard to Support Services listed above for The Northwest Seaport Alliance. This exhibit defines the mutually agreed upon scope of services, cost for services, charge methodology, and service level expectations to include performance measures and monitoring. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

2) Time period:

This agreement is for calendar year 2022.

3) Scope of Services to be provided by POS to The NWSA

a) Information Technology

- i) 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.
- ii) Miscellaneous service requests or new Port owned equipment outside of services specifically listed in (i) will be charged on a time and materials basis.

b) Information Security

- i) Provide cyber security protection, detection, and response services and business continuity and disaster recovery programs 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

**EXHIBIT POS - 03 - Service Directive:
Information & Communication Technology and Security Support Services**

software and technology infrastructure support for those groups that are providing support to the NWSA.

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

Service Area and Department # (Acct if appropriate)	Service Item (from list above)	Method of Charges ¹	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2022 Budgeted Amount ²
Indirect Technology Support. Charges for POS service providers using technology while working for NWSA. Dept# 1910, 1970	3.a.i	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 2.92% of total ICT budget (~\$27.2M)	\$770,605
Direct Support Dept# 1910	3.a.ii	Direct charges	Service requests or additional equipment requested from NWSA staff for miscellaneous IT services while they are at P69, or accessing Port of Seattle systems	Time and materials	\$0
Indirect Information Security Support. Charges for POS service providers while working for NWSA. Dept #1980	3.b.i	Costs are allocated to subclasses of POS service groups which are then reallocated to NWSA as appropriate.	PC Counts	Estimated at 3.0% of total budget (~\$2.2M)	\$67,293

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.

5) Scope of Services to be provided by The NWSA to POS

- a) None.

6) Cost for Service and Charge Methodology – NWSA to POS

- a) None.

7) Service Level Expectations:

- a) To Be Determined
- b) Performance Measures and Metrics:

This section outlines the performance measures and metrics upon which service under this SLA will be assessed. Shared Service Centers and Customers will negotiate the performance metric, frequency, customer and provider service responsibilities associated with each performance measure. The POS technology ticketing system, Freshservice, should be used to ensure visibility regarding an outage or service issue.

Service Area	Type of Measure ³	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target

8) Primary Contacts:

- a) NWSA – David Morrison
- b) POS Information Technology – 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.

³ Type of Measure Options:

- Time Based – measure is time bound – duration, frequency, by a specific date, etc...
- Management – measure dealing with or controlling issues, communications, or staff
- Accuracy – measure to have a specified level of accuracy to be measurable
- Other – measure that doesn't fit into category above

EXHIBIT POS - 04
Service Directive for External Relations Support Services
by and between
Port of Seattle and The Northwest Seaport Alliance

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).

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Seattle with regard to Support Services listed above for The Northwest Seaport Alliance. This exhibit defines the mutually agreed upon scope of services, cost for services, charge methodology, and service level expectations to include performance measures and monitoring. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

2) Time period:

This agreement is for calendar year 2022.

3) Scope of Services to be provided by POS to The NWSA

a) Government Relations

- i) Represents the NWSA's legislative interests with local officials and staff and tribal governments in King County.

b) Community Relations

- i) Establish and maintain NWSA relationship with community organizations in King County to build support for the NWSA's mission and activities.

c) Communications

- i) Helps represent the NWSA to media.

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

Service Area and Department # (Acct if appropriate)	Service Item (from list above)	Method of Charges ¹	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2022 Budgeted Amount ²
<u>External Relations</u> Dept #1420	3.a	Variable	External Relations will provide services to The Northwest Seaport Alliance (NWSA) on issues and projects 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.	2.84% of actual spending	\$227,594

5) Scope of Services to be provided by The NWSA to POS

- a) None.

6) Cost for Service and Charge Methodology – NWSA to POS

- a) None.

7) Service Level Expectations:

- a) External Relations will provide any necessary services to the NWSA.
b) Performance Measures and Metrics:

This section outlines the performance measures and metrics upon which service under this SLA will be assessed. Shared Service Centers and Customers will

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.

negotiate the performance metric, frequency, customer and provider service responsibilities associated with each performance measure.

Measurements of the Port of Seattle activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Seattle and The Northwest Seaport Alliance have identified activities critical to meeting The NWSA’s business requirements and have agreed upon how these activities will be assessed.

Service Area	Type of Measure ³	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target
Government Relations	Management	Develop annual legislative agenda for MM to approve and make sufficient progress toward achieving goals within.	Sufficient Progress
Community Relations	Management	Develop annual community outreach plan and make sufficient progress toward achieving goals within. POS staff will serve as the lead for the NWSA Annual Breakfast as well as any unplanned NWSA events in the North harbor.	Sufficient Progress
Communications	Management	Respond to media requests in timely and professional manner. The POS maritime media officer will be the primary spokesperson for the Alliance on issues residing in the North harbor. POS staff will provide maritime clips to all commissioners and appropriate staff.	Timely

8) Primary Contacts:

- a) NWSA – Ryan McFarland/Melanie Stambaugh
- b) POS – Pearse Edwards

³ Type of Measure Options:

- Time Based – measure is time bound – duration, frequency, by a specific date, etc...
- Management – measure dealing with or controlling issues, communications, or staff
- Accuracy – measure to have a specified level of accuracy to be measurable
- Other – measure that doesn’t fit into category above

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.

EXHIBIT POS - 05

Service Directive for Portfolio Management Support Services

by and between

Port of Seattle and The Northwest Seaport Alliance

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).

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Seattle with regard to Support Services listed above for The Northwest Seaport Alliance. This exhibit defines the mutually agreed upon scope of services, cost for services, charge methodology, and service level expectations to include performance measures and monitoring. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

2) Time period:

This agreement is for calendar year 2022.

3) Scope of Services to be provided by POS to The NWSA

a) Property Management

- i) For NWSA-licensed properties in King County, POS staff will coordinate with utility billing/invoicing, and current routine reporting. Additional reports as requested may be subject to additional charges.
- ii) 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, and monitoring/paying for City of Seattle Street Use Permits.

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

Service Area and Department # (Acct if appropriate)	Service Item (from list above)	Method of Charges ¹	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2022 Budgeted Amount ²
Portfolio Management (also includes Central Harbor Mgmt, Maritime Industrial Admin, Marina Office & Retail Mgmt) Dept# 6230	3.a	Variable	Percentage of Portfolio Management department costs based on analysis of work activities as determined in connection with development of 2018 Operating Budget and actual employee time recorded on bi-weekly payroll time reporting.	10.00%	\$115,706

5) Scope of Services to be provided by The NWSA to POS

a) None.

6) Cost for Service and Charge Methodology – The NWSA to POS

a) None.

7) Service Level Expectations:

a) Timely and accurate.

b) Performance Measures and Metrics:

This section outlines the performance measures and metrics upon which service under this SLA will be assessed. Shared Service Centers and Customers will negotiate the performance metric, frequency, customer and provider service responsibilities associated with each performance measure.

Measurements of the Port of Seattle activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Seattle and

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.

The Northwest Seaport Alliance have identified activities critical to meeting The NWSA’s business requirements and have agreed upon how these activities will be assessed.

Service Area	Type of Measure ³	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target
Lease Administration and Utilities	Time-Based	Utility providers and SDOT are paid in a timely manner. Monthly utility bill files are transmitted to the NWSA in a timely manner.	N/A

8) Primary Contacts:

- a) NWSA – Tong Zhu
- b) 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.

³ Type of Measure Options:

- Time Based – measure is time bound – duration, frequency, by a specific date, etc...
- Management – measure dealing with or controlling issues, communications, or staff
- Accuracy – measure to have a specified level of accuracy to be measurable
- Other – measure that doesn’t fit into category above

EXHIBIT POS - 06

Service Directive for Capital Development Support Services

by and between

Port of Seattle and The Northwest Seaport Alliance

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).

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Seattle with regard to Support Services listed above for The Northwest Seaport Alliance. This exhibit defines the mutually agreed upon scope of services, cost for services, charge methodology, and service level expectations to include performance measures and monitoring. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

2) Time period:

This agreement is for calendar year 2022.

3) Scope of Services to be provided by POS to The NWSA

a) Infrastructure Project Delivery (Engineering)

- i) POS staff will support The NWSA with engineering services for projects in King County. Services include engineering Design, Construction Management, Construction Safety, Survey and Mapping, and support for public works contract procurement.

b) Port Construction Services (PCS)

- i) NWSA will contract with Port Construction Services for small works construction services at NWSA-licensed properties in King County.

c) Waterfront Project Management (WPM)

- i) POS staff will support The NWSA with project delivery including budget support for NWSA projects in King County. Services for projects start from the initial phase of project initiation to the last phase of project closeout. WPM project delivery processes include the following phases: initiation, planning, design, execution, any grant related work and closeout. Changes in 2022 include adding the Small Capital Program and the Marine Maintenance Project Management group to the department and revising the name from 'Seaport' to 'Waterfront'.

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

Service Area and Department # (Acct if appropriate)	Service Item (from list above)	Method of Charges ¹	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2022 Budgeted Amount ²
Engineering Depts Node O1600	3.a	Project Charge	Expense Projects, Direct Charge & Project Costing overhead		\$274,448
	3.a	Variable	Variable Driven Charge allocation for department expense	8.78%	\$281,170 (*)
Port Construction Services Dept #1700	3.b	Project Charge	Expense Projects, Direct Charge & Project Costing overhead		\$0
	3.b	Variable	Variable Driven Charge allocation for department expense	2.30%	\$37,706 (*)
Waterfront Project Management Dept #6260	3.c	Project Charges	Expense Projects and Direct Charges & Direct Charge Markup Exp		\$254,590
	3.c	Variable	Variable Driven Charge allocation for department expense	49.79%	\$571,717

**Amounts identified in this table reflect only the Operating Budget and do not include the Capital Budget spending.*

5) Scope of Services to be provided by The NWSA to POS

a) None.

6) Cost for Service and Charge Methodology – NWSA to POS

a) 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.

7) Service Level Expectations:

a) Will provide any necessary services to the NWSA.

b) Performance Measures and Metrics:

This section outlines the performance measures and metrics upon which service under this SLA will be assessed. Shared Service Centers and Customers will negotiate the performance metric, frequency, customer and provider service responsibilities associated with each performance measure.

Measurements of the Port of Seattle activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Seattle and The Northwest Seaport Alliance have identified activities critical to meeting The NWSA’s business requirements and have agreed upon how these activities will be assessed.

Service Area	Type of Measure ³	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target
Conformance with appropriate and applicable policies and procedures	<i>Management</i>	<i>Projects appropriately authorized and work completed in accordance with appropriate policies and procedures</i>	<i>0 Deficiencies reported on the Compliance Report</i>
Scope	<i>Accuracy</i>	<i>Project definitions, as defined in the basis of design or 30% design documents, are accurate and complete</i>	<i>Properly documented</i>
Budget	<i>Accuracy</i>	<i>Projects are completed within authorized amounts</i>	<i>Project spending does not exceed current authorization</i>
Schedule	<i>Accuracy</i>	<i>Work is delivered on time</i>	<i>Schedules are developed and agreed to by all parties</i>

³ Type of Measure Options:

- Time Based – measure is time bound – duration, frequency, by a specific date, etc...
- Management – measure dealing with or controlling issues, communications, or staff
- Accuracy – measure to have a specified level of accuracy to be measurable
- Other – measure that doesn’t fit into category above

8) Primary Contacts:

- a) NWSA – Thais Howard
- b) POS –
 - I. Engineering – Tina Soike
 - II. Project Management – Anne Porter
 - III. Port Construction Services – Jermaine Murray

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.

EXHIBIT POS – 07A

Service Directive for Port of Seattle Police Support Services

by and between

Port of Seattle and The Northwest Seaport Alliance

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).

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Seattle with regard to Support Services listed above for The Northwest Seaport Alliance. This exhibit defines the mutually agreed upon scope of services, cost for services, charge methodology, and service level expectations to include performance measures and monitoring. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

2) Time period:

This agreement is for calendar year 2022.

3) Scope of Services to be provided by POS to The NWSA

a) Port of Seattle Police

i) The NWSA will contract with POS Port Police for services at NWSA-licensed properties in King County, which include:

- (1) Terminal 5
- (2) Terminal 10
- (3) Terminal 18
- (4) Terminal 46
- (5) Terminal 30
- (6) Terminal 25
- (7) Terminal 103
- (8) Terminal 104
- (9) Terminal 106
- (10) Terminal 107
- (11) Terminal 108
- (12) Terminal 115

ii) Services include, but are not limited to:

- (1) General Patrol
- (2) Traffic Management

- (3) Incident Response
- (4) Crowd Management
- (5) Community Participation
- (6) Itinerant trespassing

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

Service Area and Department # (Acct if appropriate)	Service Item (from list above)	Method of Charges ¹	Basis for Charge	Hourly Rate, Fixed Percentage or Formula & Dept	2022 Budgeted Amount ²
Police Dept #4300	3.a	Variable	The overall Allocation was based on hours assigned to particular units. Hours are provided from the Police scheduling system and Police CAD system from January 1, 2021 through June 30 2021. Breakdown of allocation to Maritime units was determined from calls for service to specific properties.	3.00% of actual spending	\$915,639

5) Scope of Services to be provided by The NWSA to POS

- a) None.

6) Cost for Service and Charge Methodology – NWSA to POS

- a) None.

7) Service Level Expectations:

- a) Port of Seattle Police 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.

b) Performance Measures and Metrics:

This section outlines the performance measures and metrics upon which service under this SLA will be assessed. Shared Service Centers and Customers will negotiate the performance metric, frequency, customer and provider service responsibilities associated with each performance measure.

Measurements of the Port of Seattle activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Seattle and The Northwest Seaport Alliance have identified activities critical to meeting The NWSA’s business requirements and have agreed upon how these activities will be assessed.

Service Area	Type of Measure ³	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target
General Patrol	Time Based	Daily frequency	3x / day
Traffic mgmt	Management	On Call	Until trucks clear
Incident response	Management	On Call	Until resolved
Crowd Mgmt	Management	On Call	Until resolved
Community mtg participation	Management	On Call	Attend
Itinerant intervention	Time Based	Contact and referral to City	Within 24 hours

8) Primary Contacts:

- a) NWSA – Tom Bellerud
- b) POS – Michael Villa, 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.

³ Type of Measure Options:

- Time Based – measure is time bound – duration, frequency, by a specific date, etc...
- Management – measure dealing with or controlling issues, communications, or staff
- Accuracy – measure to have a specified level of accuracy to be measurable
- Other – measure that doesn’t fit into category above

**EXHIBIT 7B
Service Directive:
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 2022.

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 2022.

Scope of Services and Costs for Service:

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 and U.S. Coast Guard required Facility Security Plan (FSP) 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, to include act as representative for Maritime Security Committees.
7. Maintain the ability of the facilities to communicate effectively on the Port of Seattle 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,

- 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.

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

Service Area	Method of Charges¹	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2022 Budgeted Amount²
Contract Security Services (Maritime Security) Dept# 6910	Direct Charges	Budget/Actual expenditures for contract security at NWSA-licensed properties.		\$375,073
	Variable	Variable Driven Charge allocation for department expense	23.22%	\$98,059

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

1. Contract security guard services at Terminal 46 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 – Tom Bellerud

POS – Russ Read

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.

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:

- 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.
- Other service level expectations to be determined as needed.

EXHIBIT POS - 08
Service Directive for Marine Maintenance Support Services
by and between
Port of Seattle and The Northwest Seaport Alliance

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).

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Seattle with regard to Support Services listed above for The Northwest Seaport Alliance. This exhibit defines the mutually agreed upon scope of services, cost for services, charge methodology, and service level expectations to include performance measures and monitoring. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

2) Time period:

This agreement is for calendar year 2022.

3) Scope of Services to be provided by POS to The NWSA

a) Marine Maintenance

- i) The NWSA will contract with POS Marine Maintenance for facility maintenance services at NWSA license properties in King County.
- ii) Other to be determined.

**EXHIBIT POS - 08 - Service Directive:
Marine Maintenance Support Services**

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

Service Area and Department # (Acct if appropriate)	Service Item (from list above)	Method of Charges¹	Basis for Charge	Hourly Rate, Fixed Percentage or Formula & Dept	2022 Budgeted Amount²
Marine Maintenance Dept #6280	3.a	Project Charges	Project and other work as budgeted in 2022 Operating Budget. Actual charges will be for actual projects and work performed.		\$1,288,971
	3.a	Variable	To be based on historical 5Y proportion of actual spending of work performed for NWSA, Maritime, Stormwater, and Economic Development Divisions.	13.57%	\$2,427,493
Mitigation Parks Dept #6114	3.a	Variable	Project and other work as budgeted in 2022 Operating Budget. Actual charges will be for actual projects and work performed.		\$114,638

5) Scope of Services to be provided by The NWSA to POS

a) None.

6) Cost for Service and Charge Methodology – The NWSA to POS

a) None.

7) Service Level Expectations:

a) 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.

b) Performance Measures and Metrics:

This section outlines the performance measures and metrics upon which service under this SLA will be assessed. Shared Service Centers and Customers will negotiate the performance metric, frequency, customer and provider service responsibilities associated with each performance measure.

Measurements of the Port of Seattle activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Seattle and The Northwest Seaport Alliance have identified activities critical to meeting The NWSA’s business requirements and have agreed upon how these activities will be assessed.

Service Area	Type of Measure ³	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target

8) Primary Contacts:

- a) NWSA – Tom Bellerud
- b) POS – Delmas Whittaker

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.

³ Type of Measure Options:

- Time Based – measure is time bound – duration, frequency, by a specific date, etc...
- Management – measure dealing with or controlling issues, communications, or staff
- Accuracy – measure to have a specified level of accuracy to be measurable
- Other – measure that doesn’t fit into category above

EXHIBIT POS - 09

Service Directive for Central Procurement Office Support Services

by and between

Port of Seattle and The Northwest Seaport Alliance

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).

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Seattle with regard to Support Services listed above for The Northwest Seaport Alliance. This exhibit defines the mutually agreed upon scope of services, cost for services, charge methodology, and service level expectations to include performance measures and monitoring. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

2) Time period:

This agreement is for calendar year 2022.

3) Scope of Services to be provided by POS to The NWSA

a) Central Procurement

- i) Provide procurement services associated with NWSA projects managed through POS system in King County.

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

Service Area and Department # (Acct if appropriate)	Service Item (from list above)	Method of Charges ¹	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2022 Budgeted Amount ²
CPO Construction (purchasing/consulting if related to projects) Dept# 1680	3.a	Fixed	Use Project Costing Charge first. The vast amount of our work is Capital with some Expense.	2.25%	\$5,622
Central Procurement Office Dept# 9205	3.a	Fixed	Charge based on the standard allocation.	2.25%	\$133,786

5) Scope of Services to be provided by The NWSA to POS

a) None.

6) Cost for Service and Charge Methodology – NWSA to POS

a) None.

7) Service Level Expectations:

a) Service will be provided as needed where POS Central Procurement Office can aid and assist Alliance efforts through direct procurement, allowing use of POS contracts or working collectively on mutual procurement and emergent needs.

b) Performance Measures and Metrics:

This section outlines the performance measures and metrics upon which service under this SLA will be assessed. Shared Service Centers and Customers will negotiate the performance metric, frequency, customer and provider service responsibilities associated with each performance measure.

Measurements of the Port of Seattle activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Seattle and

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.

The Northwest Seaport Alliance have identified activities critical to meeting The NWSA’s business requirements and have agreed upon how these activities will be assessed.

Service Area	Type of Measure ³	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target

8) Primary Contacts:

- a) NWSA – David Morrison
- b) 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.

³ Type of Measure Options:

- Time Based – measure is time bound – duration, frequency, by a specific date, etc...
- Management – measure dealing with or controlling issues, communications, or staff
- Accuracy – measure to have a specified level of accuracy to be measurable
- Other – measure that doesn’t fit into category above

EXHIBIT POS - 10
Service Directive for Managing Member/Commission Support Services
by and between
Port of Seattle and The Northwest Seaport Alliance

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).

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Seattle with regard to Support Services listed above for The Northwest Seaport Alliance. This exhibit defines the mutually agreed upon scope of services, cost for services, charge methodology, and service level expectations to include performance measures and monitoring. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

2) Time period:

This agreement is for calendar year 2022.

3) Scope of Services to be provided by POS to The NWSA

a) Managing Member/Commission Support

- i) POS Commission staff will coordinate closely with NWSA staff to provide support for NWSA Managing Member meeting coordination.
- ii) POS Commission staff will coordinate closely with NWSA staff to provide weekly support for issues management, scheduling, travel arrangements and production of briefings, outreach materials, event support, document signatures and other emergent activities as necessary.

**EXHIBIT POS - 10 - Service Directive:
Managing Member/Commission Support Services**

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

Service Area and Department (Acct if appropriate)	Service Item (from list above)	Method of Charges ¹	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2022 Budgeted Amount ²
Commission Office Dept #1200	3.a	Fixed	Based upon agreed amount of \$250,000 per year.	Fixed	\$250,000

5) Scope of Services to be provided by The NWSA to POS

- a) None.

6) Cost for Service and Charge Methodology – NWSA to POS

- a) None.

7) Service Level Expectations:

- a) Will provide any necessary services to the NWSA.

b) Performance Measures and Metrics:

This section outlines the performance measures and metrics upon which service under this SLA will be assessed. Shared Service Centers and Customers will negotiate the performance metric, frequency, customer and provider service responsibilities associated with each performance measure.

Measurements of the Port of Seattle activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Seattle and The Northwest Seaport Alliance have identified activities critical to meeting The NWSA’s business requirements and have agreed upon how these activities will be assessed.

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 POS - 10 - Service Directive:
Managing Member/Commission Support Services**

Service Area	Type of Measure³	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target
Managing Member Support	Other	Managing Member administrative support such as calendaring, briefings, materials dissemination, travel, policy and media coordination.	Weekly coordination
Managing Member – Meeting Frequency	Other	Managing Member shall meet at least quarterly and may hold executive sessions to oversee the business of the PDA, set policy and strategic direction for the NWSA.	At least Quarterly
Managing Member – Compliance	Other	Managing Member will carry out the provisions of the PDA in RCW 53.08 and RCW 42.30.	100% compliance
Managing Member – Meeting Attendance	Other	Three or more commissioners from each homeport present at Managing Member meetings.	100% of MM Meetings

8) Primary Contacts:

- a) NWSA – Lindsay Wolpa
- b) POS – Aaron Pritchard

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.

³ Type of Measure Options:

- Time Based – measure is time bound – duration, frequency, by a specific date, etc...
- Management – measure dealing with or controlling issues, communications, or staff
- Accuracy – measure to have a specified level of accuracy to be measurable
- Other – measure that doesn’t fit into category above

EXHIBIT POS - 11

Service Directive for Pier 69 Facilities Management Support Services

by and between

Port of Seattle and The Northwest Seaport Alliance

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).

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Seattle with regard to Support Services listed above for The Northwest Seaport Alliance. This exhibit defines the mutually agreed upon scope of services, cost for services, charge methodology, and service level expectations to include performance measures and monitoring. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

2) Time period:

This agreement is for calendar year 2022.

3) Scope of Services to be provided by POS to The NWSA

a) Pier 69 Facilities Management

- i) 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.
- ii) POS will provide the NWSA with use of the commission chambers, conference center, and common use space at Pier 69.
- iii) POS will provide NWSA employees visiting Pier 69 with parking access at the Bell Street Garage.

**EXHIBIT POS - 11 - Service Directive:
Pier 69 Facilities Management Support Services**

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

Service Area and Department # (Acct if appropriate)	Service Item (from list above)	Method of Charges ¹	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2022 Budgeted Amount ²
Pier 69 Facilities Management Dept #2510	3.a	Variable	Percentage of office space charges based on % of overall square feet occupied by NWSA staff housed at POS plus allocation, based on corporate allocations for some larger departments, and default corporate allocations for others, of office space occupied by Central Services groups.	3.21%	\$55,642

5) Scope of Services to be provided by The NWSA to POS

a) None.

6) Cost for Service and Charge Methodology – NWSA to POS

a) None.

7) Service Level Expectations:

- a) Pier 69 Facilities Management will provide NWSA with the same high level of service it provides to the POS.
- b) POS employees and NWSA employees visiting Pier 69 will be subject to the same policies and procedures with respect to requesting and receiving facility management services.
- c) Performance Measures and Metrics:

This section outlines the performance measures and metrics upon which service under this SLA will be assessed. Shared Service Centers and Customers will

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.

negotiate the performance metric, frequency, customer and provider service responsibilities associated with each performance measure.

Measurements of the Port of Seattle activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Seattle and The Northwest Seaport Alliance have identified activities critical to meeting The NWSA’s business requirements and have agreed upon how these activities will be assessed.

Service Area	Type of Measure ³	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target

8) Primary Contacts:

- a) NWSA – David Morrison
- b) 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.

³ Type of Measure Options:

- Time Based – measure is time bound – duration, frequency, by a specific date, etc...
- Management – measure dealing with or controlling issues, communications, or staff
- Accuracy – measure to have a specified level of accuracy to be measurable
- Other – measure that doesn’t fit into category above

EXHIBIT POS - 12

Service Directive for Environmental Services & Planning Support Services

by and between

Port of Seattle and The Northwest Seaport Alliance

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).

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Seattle Maritime Environment and Sustainability with regard to Support Services listed in the title for The Northwest Seaport Alliance. This exhibit defines the mutually agreed upon scope of services, cost for services, charge methodology, and service level. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

2) Time period:

This agreement is for calendar year 2022.

3) Scope of Services to be provided by POS to The NWSA

a) Environmental Services Administration

- i) Overall administration of environmental and planning programs that support coordination with and delivery of services to NWSA.

b) Environment, Planning & Sustainability Services

Core Services to be provided by POS to NWSA

POS staff provides a range of environmental, planning and sustainability services to NWSA that are necessary for maintaining our collective “license to operate.” These services include:

- i) Programmatic permit development and administration. Develop and secure programmatic permits that benefit NWSA projects. These include programmatic permits for pile systems repair and maintenance, shoreline stabilization, maintenance dredging, etc.
- ii) General compliance. Prepare required permit compliance manuals and establish protocol and triggers for project reporting. Manage compliance reporting, including energy code and Seattle Municipal Code compliance related to NWSA buildings. Maintain SharePoint workflows and permit compliance tracking system.
- iii) SEPA administration (lead agency). Provide administration to run SEPA and NEPA review for capital and expense projects.

- iv) Interagency coordination and planning. Planning and permitting agency coordination. Overall maintenance of relationships and coordination to ensure operations and permitting run smoothly.
- v) Agency and stakeholder communication/consultations. Respond to calls and requests for information outside of a specific capital project.
- vi) Tribal relationships, engagement, negotiations. Maintain excellent working relationships with Treaty-tribes and support negotiations related to in-water work for NWSA projects.
- vii) General community engagement, coordination, and outreach. Conduct community and elected official tours, respond to public inquiries, communicate regularly with near port communities, provide education, respond to questions and concerns, manage relationships. This service covers all POS properties including NWSA leased properties in Seattle.
- viii) Data visualization, mapping, and analysis. Respond to requests for maps and other deliverables that include bathymetry, topography, land cover, facilities, infrastructure, and other data.
- ix) Data gathering. Utilize inventory of ME&S equipment that includes drones, ROV (Ringo), vessel, iPads, cameras, range finder, water quality sensors, noise meter and other equipment as needed to respond to requests for information about NWSA facilities.
- x) Lease reviews. Review leases and other transaction documents to ensure compliance with regulations, Port policies, environmental “best practices”, and agreements.
- xi) US Coast Guard Expansion. Provide assistance and advocacy, including internal and Coast Guard coordination, SEPA/NEPA comments, and responses to information requests. If there is additional support necessary, we will setup a separate project and agreement.
- xii) Marine mammal monitoring. Manage IDIQ contract to ensure that marine mammal monitoring can be provided for NWSA in-water projects as needed. Actual monitoring hours are charged directly to NWSA capital or expense projects.
- xiii) Procurement. Procure and manage contracts needed to ensure that a full range of environmental services are available to support NWSA projects as needed.
- xiv) Compensatory habitat mitigation. Evaluate, develop, and maintain an inventory of compensatory mitigation sites and/or mitigation credits to support NWSA projects as needed. Costs include evaluation of potential sites; design, permit and construct projects on those sites; ensure long term management and maintenance of sites; and ensure compliance.
- xv) WRDA coordination. Meet with USACE staff regularly to review status of all current and future NWSA projects in the North Harbor and maintain relationships that ensure a high level of service under WRDA.
- xvi) Nuisance wildlife management. Provide on-call service for NWSA properties to address wildlife related problems and respond to and addresses issues that include but are not limited to osprey nests on utility poles, racoons in catch basins, peregrine

- falcons in warehouses, removal of deceased marine mammals, and terns nesting on rooftops.
- xvii) Spill response. Provide 24/7 on-call spill response for NWSA properties.
 - xviii) Derelict vessel response. Provide 24/7 on-call service to respond to derelict vessels that exist at or threaten NWSA facilities.
 - xix) Hazardous material response. Provide hazardous material assessment, illicit discharge response, and manage hazardous material disposal on NWSA projects when needed.
 - xx) Stormwater services. Provide stormwater system maintenance, operation, regulation, and compliance services as needed for NWSA facilities.
 - xxi) Regulatory expertise and relationships. Provide expertise and relationships related to regulations, policies, procedures and staff at the following agencies/tribes: Seattle Department of Construction and Inspection; Seattle Office of Planning and Community Development; Seattle Department of Transportation; Seattle City Light; Seattle Public Utilities; Seattle City Council; Seattle Office of the Waterfront; Seattle Mayor’s Office; King County Department of Permitting & Environmental Review; U.S. Army Corps of Engineers; Washington State Departments of Ecology, Natural Resources, and Fish & Wildlife; NOAA/National Marine Fisheries Service; US Fish & Wildlife Service; Environmental Protection Agency; Dredged Material Management Office; Suquamish Tribe; Muckleshoot Indian Tribe.
 - xxii) Community expertise/relationships. Provide expertise and awareness of community issues and concerns related to NWSA operations within the Duwamish Valley, East and West Waterways, and Elliott Bay.
 - xxiii) Program administration. Administration of POS environmental and planning programs that support coordination with and delivery of services to NWSA, including provision of human resources, office space, and equipment needed for services described in this agreement.
 - xxiv) POS has common interest in meeting POS and NWSA environmental goals established by the individual ports and the commonly managed properties under the NWSA. NWSA, POT & POS staff agree to coordinate closely on regional programs, sharing data, strategy development, and alignment of programs. Time spent on these programs are staffed and paid for by each organization, although collaboration and coordination of tasks will be required and cost sharing may be agreed to. Programs of common coordination include but not limited to:
 - (1) Northwest Ports Clean Air Strategy update
 - (2) Emissions accounting
 - (3) Awards programs including POS Environmental Excellence Awards and NWSA North Star Awards
 - (4) Southern Resident Killer Whale (SRKW) Orca Recovery effortsIf requested by the NWSA, and agreed to by POS additional POS staff time could be spent on NWSA actions for work outside of the common strategy development and beyond requirements. The actual costs (based on analysis of work activities, staff and

consultant contracting time) will be covered by NWSA, applied to the project with approvals by the project lead.

- xxv) POS staff will provide The NWSA with project delivery of environmental services for NWSA capital projects in the NWSA North Harbor. Services include planning, permitting, SEPA/NEPA, environmental remediation and habitat mitigation. All project costs including permit fees, staff time, and outside services required for permit acquisition will be tracked and charged to the individual project. Non-capital project environmental services will be covered by the allocation in the table below.
- xxvi) POS staff will support NWSA on an as-needed basis including for land use planning, and project-related planning. Land use planning will include feasibility studies, development proposals, city regulatory or policy changes, as it applies to the area in and around NWSA managed properties. This work is estimated and allocated ahead. POS will continue to be the point of contact with Seattle/North Harbor local permitting, land use and contacts. POS staff will provide the following as it relates:
- 1) Be a conduit for NWSA with the Seattle Office of Planning and Community Development (OPCD)
 - 2) Maintain working knowledge of Seattle Department of Construction and Inspection (SDCI) procedures as they may relate to NWSA projects
 - 3) Maintain working knowledge of King County land use planning activities and initiatives.
 - 4) Maintain general awareness of projects and outreach efforts of neighborhoods that surround NWSA properties
 - 5) Have regular conversation with the NWSA Senior Planning Manager or other NWSA staff as needed. If NWSA requires additional resources to deliver a specific project, study or analysis requiring outside services, the actual costs (based on analysis of work activities, staff and consultant services) will be negotiated and paid for separately.

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

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

Service Area and Department (Acct if appropriate)	Service Item (from SD title)	Method of Charges ¹	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2022 Budgeted Amount ²
Environmental Services Admin Dept #2710	3.a.i	Fixed	Charge based on the standard allocation.	2.25%	\$41,797
Environmental Services Dept #1350	3.b.ii-iii	Fixed	Variable Driven Charge allocation for department expense	11.67%	\$196,607
	3.b.ii-iii	Project Charges	Expense Projects and Direct Charges & Direct Charge Markup Exp 3		\$32,485
Planning & Land Use Support Dept #6250	3.b.iii	Fixed	Variable Driven Charge allocation for department expense	15.00%	\$29,111

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

- a. Fixed allocation – Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- b. Project Charges – Charged to specific projects based on current procedures.
- c. 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.

³ Project Charges: Percentage of POS Environmental & Planning department Budget/Actual costs based on analysis of work activities as determined in connection with development of 2021 Operating Budget. includes staff and contracting time for a portion of the following: Programmatic Permitting; SEPA Administration; WRDA Coordination; Interagency Coordination; Treaty-Tribe Coordination; Nuisance Wildlife Management; Spill Response; Derelict Vessel Response; condition assessment support; Lease Review Support; Community Engagement Support; and City Regulatory Tracking.

**** The Port of Seattle and the NWSA agreed that the total fixed amount for orgs 1350, 2710 and 6250 is \$300,000 for 2022. The actual direct charges and allocation among the three orgs can change, but the total will remain \$300,000 for 2022.***

**** Amounts identified in this table reflect only the Operating Budget and do not include the Capital Budget spending.***

Payment for services

POS and NWSA acknowledge that services described in the scope of services entail direct and indirect costs to provide. These costs will be transacted between POS and NWSA in a manner that is proportionate to the level of service provided by either entity, as follows:

- a. In 2022 and going forward, NWSA will provide a fixed amount to POS of \$300,000 for the core environmental services identified in item (3), adjusted annually for inflation. This reflects an accurate accounting of the services received by NWSA in relation to the actual cost to provide them. This does not include direct charges to capital programs or projects. In future years, if NWSA consistently requires additional services not included in item (3), POS and NWSA will work collaboratively to estimate the cost of the additional services and adjust the fixed fee accordingly through a new or amended agreement.
- b. In 2022 and going forward, POS will provide funding for any services requested of NWSA on a case-by-case basis. Such services and the method of payment will require mutual agreement, transacted either through direct charges to POS subclasses or projects, or through special agreements for that purpose, based on current billable rates for NWSA.
- c. Specific service requests made pursuant to item (5) will be negotiated on a case-by-case basis. Such services and the method of payment will require mutual agreement, transacted either through direct charges to POS or NWSA subclasses or projects (depending on who is receiving service), or through special agreements for that purpose, based on current billable rates.

Coordination of activities which are of mutual interest but outside of the core services

In addition to activities in item (3) above, POS and NWSA routinely coordinate activities related to regional environmental initiatives, strategies, and programs, at their own cost. This coordination includes sharing of data, collaborative strategy development, and ensuring alignment between NWSA and POS environmental programs. Time spent on these coordinated activities is typically staffed and funded individually by POS and NWSA. These activities include but are not limited to:

- Northwest Ports Clean Air Strategy implementation
- Seattle Waterfront Clean Energy Strategy planning and implementation
- Emissions accounting and joint reporting
- Grant funding and public and private partnerships
- Southern Resident Killer Whale (SRKW) Orca Recovery efforts
- International and domestic engagement on shared policy issues
- Resiliency and hazard mitigation planning
- Negotiation/coordination with Muckleshoot Indian Tribe and Suquamish Tribe

POS or NWSA may request additional staff time and resources to be allocated to the above-mentioned (or other) activities that exceeds normal “coordination.” In such case, if mutually agreed, the costs of the additional staff time and resources will be borne by the entity receiving the additional services.

5) Scope of Services to be provided by The NWSA to POS

- a) It is anticipated that the following support will be provided by the NWSA environmental team:
 - i) NWSA has common interest in meeting POS and NWSA environmental goals established by the individual ports and the commonly managed properties under the NWSA. NWSA, POT & POS staff agree to coordinate closely on regional programs, sharing data, strategy development, and alignment of programs. Time spent on these programs are staffed and paid for by each organization, although collaboration and coordination of tasks will be required and cost sharing may be agreed to. Programs of common coordination include, but are not limited to:
 - Northwest Ports Clean Air Strategy update
 - Emissions accounting
 - Awards programs including POS Environmental Excellence Awards and NWSA North Star Awards
 - SRKW Orca Recovery efforts

If requested by POS, and agreed to by NWSA, additional staff time could be spent on POS actions for work outside of the common strategy development and beyond requirements. The actual costs (based on analysis of work activities, staff and consultant contracting time) will be covered by POS, applied to the project with approvals by the project lead.

6) Cost for Service and Charge Methodology – The NWSA to POS

Service Area and Department (Acct if appropriate)	Service Item (from SD title)	Method of Charges	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2021 Budgeted Amount
Environmental	5.a.i		As mutually agreed to per text	Based on current billable rate	Undetermined – as needed basis

7) Partnership Expectations:

- a) POS and NWSA agree to:

- ii) Communicate on a regular basis via phone and meetings to keep each other appraised of issues of mutual interest
- iii) Jointly decide level of engagement and participation
- iv) Respond to each other's requests in a timely manner
- v) Raise any concerns or issues in a timely manner and work cooperatively to resolve

8) Primary Contacts:

- a) NWSA – Jason Jordan (Secondary: Deanna Seaman, Deirdre Wilson, Steve Nicolas)
- b) POS: Sandra Kilroy (Secondary: Joseph Gellings, Jon Sloan, Alex Adams, Jane Dewell, Mike DeSota)

It is expected that the identified contact people will communicate frequently to coordinate the work, to confirm that services are provided, and to evaluate financial performance.

EXHIBIT POS - 13
Service Directive for Tribal Coordination Support Services
by and between
Port of Seattle and The Northwest Seaport Alliance

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).

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Seattle with regard to Support Services listed above for The Northwest Seaport Alliance. This exhibit defines the mutually agreed upon scope of services, cost for services, charge methodology, and service level expectations to include performance measures and monitoring. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

2) Time period:

This agreement is for calendar year 2022.

3) Scope of Services to be provided by POS to The NWSA

a) Tribal Coordination

- i) POS and NWSA staff will coordinate closely on tribal coordination, permits and negotiations affecting marine cargo projects.
- ii) POS staff will provide administrative and technical services in connection with Tribal Coordination activities to The NWSA.
- iii) Other to be determined.

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

Service Area and Department (Acct if appropriate)	Service Item (from list above)	Method of Charges ¹	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2022 Budgeted Amount ²
Tribal Coordination Dept #0101	a	Fixed	Agreements with Muckleshoot Indian Tribe and Suquamish Tribe		\$1,073,0780 (for the tribal payments)

5) Scope of Services to be provided by The NWSA to POS

- a) 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 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 federally recognized tribes.
- b) See Exhibit POS-12 for additional relevant services.

6) Cost for Service and Charge Methodology – NWSA to POT

- a) None

7) Service Level Expectations:

- a) Performance Measures and Metrics:

This section outlines the performance measures and metrics upon which service under this SLA will be assessed. Shared Service Centers and Customers will negotiate the performance metric, frequency, customer and provider service responsibilities associated with each performance measure.

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.

Measurements of the Port of Seattle activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Seattle and The Northwest Seaport Alliance have identified activities critical to meeting The NWSA's business requirements and have agreed upon how these activities will be assessed.

Service Area	Type of Measure ³	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target
Tribal Coordination Agreements	Management	Receive tribal concurrence on ACOE permits.	Receipt within project schedule.

8) Primary Contacts:

- a) NWSA – Lindsay Wolpa
- b) POS – Jon Sloan

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.

³ Type of Measure Options:

- Time Based – measure is time bound – duration, frequency, by a specific date, etc...
- Management – measure dealing with or controlling issues, communications, or staff
- Accuracy – measure to have a specified level of accuracy to be measurable
- Other – measure that doesn't fit into category above

Additional Information

The Muckleshoot Indian Tribe, the Suquamish Tribe, POS, and NWSA 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 (and other) facilities.

Background

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

POS long-term commitment to the Muckleshoot Indian Tribe and Suquamish 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 River.

Treaty tribe authority: The Muckleshoot Indian Tribe and the Suquamish Tribe have authority to exercise treaty-reserved fishing rights within their “usual and accustomed hunting and fishing areas” (U&A) in Elliott Bay, the East and West waterways in south Elliott Bay, and the Duwamish River. 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 have treaty-reserved fishing rights in 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.

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.

The Muckleshoot Indian Tribe and Suquamish Tribe and the port have worked to manage successful Treaty fishing access with marine cargo and passenger vessel access for many years. Experience indicates that pro-active actions taken to design, construct, and operate port facilities in a manner that avoids 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 Indian Tribe and Suquamish Tribe.

In addition, recent agreements with the Muckleshoot Indian Tribe and Suquamish Tribe have provided for coordination of fishing activities with marine terminal operations. During fishing periods, the tribes 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.

The POS and NWSA have a shared interest in continuing close coordination with both Tribes, including frequent engagement and careful attention to their treaty rights.

EXHIBIT POS - 14
Service Directive for Labor Relations Support Services
by and between
Port of Seattle and The Northwest Seaport Alliance

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).

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Seattle with regard to Support Services listed above for The Northwest Seaport Alliance. This exhibit defines the mutually agreed upon scope of services, cost for services, charge methodology, and service level expectations to include performance measures and monitoring. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

2) Time period:

This agreement is for calendar year 2022.

3) Scope of Services to be provided by POS to The NWSA

a) Labor Relations

- i) Management and negotiation of CBA and other labor relations activities for represented employees working for POS under service agreements to NWSA (eg: Marine Maintenance, Port Construction Services).

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

Service Area and Department (Acct if appropriate)	Service Item (from list above)	Method of Charges ¹	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2021 Budgeted Amount ²
Labor Relations Dept #1810	3.a	Variable	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.	2.5%	\$36,097

5) Scope of Services to be provided by The NWSA to POS

a) None.

6) Cost for Service and Charge Methodology – NWSA to POT

a) None.

7) Service Level Expectations:

a) Labor Relations will provide any necessary services to the NWSA.

b) Performance Measures and Metrics:

This section outlines the performance measures and metrics upon which service under this SLA will be assessed. Shared Service Centers and Customers will negotiate the performance metric, frequency, customer and provider service responsibilities associated with each performance measure.

Measurements of the Port of Seattle activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Seattle and The Northwest Seaport Alliance have identified activities critical to meeting The

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.

NWSA’s business requirements and have agreed upon how these activities will be assessed.

Service Area	Type of Measure ³	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target
Labor Relations	Management	Collective Bargaining Agreements are negotiated in a timely manner so as to avoid contract expiration (and potential lost productivity)	Agreements reached prior to contract expirations

8) Primary Contacts:

- a) NWSA – Tom Bellerud
- b) 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.

³ Type of Measure Options:

- Time Based – measure is time bound – duration, frequency, by a specific date, etc...
- Management – measure dealing with or controlling issues, communications, or staff
- Accuracy – measure to have a specified level of accuracy to be measurable
- Other – measure that doesn’t fit into category above

EXHIBIT POS - 15
Service Directive for Additional Support Services as Needed
by and between
Port of Seattle and The Northwest Seaport Alliance

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).

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Seattle with regard to Support Services listed above for The Northwest Seaport Alliance, and vice versa. This exhibit defines the mutually agreed upon scope of services, cost for services, charge methodology, and service level expectations to include performance measures and monitoring. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

2) Time period:

This agreement is for calendar year 2022.

3) Scope of Services to be provided by POS and The NWSA to Each Other

a) POS and The NWSA will provide miscellaneous additional support services as requested by one to the other. 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.

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

Service Area and Department (Acct if appropriate)	Service Item (from list above)	Method of Charges ¹	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2022 Budgeted Amount ²
	3.a	Fee for Service/Variable	Level of use monthly at agreed to rates	Agreed to when need for service is determined	TBD

5) Service Level Expectations:

a) To be determined for each individual service to be provided at the time of request

b) Performance Measures and Metrics:

This section outlines the performance measures and metrics upon which service under this SLA will be assessed. Shared Service Centers and Customers will negotiate the performance metric, frequency, customer and provider service responsibilities associated with each performance measure.

Measurements of the Port of Seattle activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Seattle and The Northwest Seaport Alliance have identified activities critical to meeting The NWSA’s business requirements and have agreed upon how these activities will be assessed.

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.

6) Primary Contacts:

- a) NWSA – David Morrison
- b) 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.