

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

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

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

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

WHEREAS, in order to improve efficiency in obtaining, the services necessary for the development, redevelopment, repair and maintenance of new and existing facilities, and providing for the operation of The Northwest Seaport Alliance, NWSA and POT 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 2019. This Agreement and attached Service Directive exhibits are effective between January 1, 2019 and December 31, 2019. Subsequent Inter-Local Agreements for Support Services, if any, will be executed on an annual basis.

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

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

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

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

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

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

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

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

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

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

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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 Inter-Local Agreement, or the breach thereof, which is not settled by agreement between the Parties, shall be settled by mediation in the State of Washington, in Pierce or King Counties. In the event either Party reasonably believes mediation will not result in a solution to the disagreement, mediation may be waived.

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

III. Notices

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

NWSA:	Erin Galeno, Chief Financial and Admin Officer PO Box 1837 Tacoma, WA 98401 egaleno@nwseaportalliance.com
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Port of Tacoma:	Darren Arakaki, Director Accounting PO Box 1837 Tacoma, WA 98401 darakaki@portoftacoma.com
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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 Service by certified mail, return receipt requested, otherwise receipt if presumed three days after deposit of mail into US Mail, or by receipt of email.

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IV. Indemnification and Hold Harmless

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

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

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

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

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

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

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

V. Severability

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

**INTER-LOCAL AGREEMENT FOR SUPPORT SERVICES BY AND BETWEEN
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VI. Limits of Financial Obligations/Property ownership.

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

VII. Entire Agreement/Amendment

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

WHEREFORE, the parties have executed this Agreement this _____ day of _____, 2018.

Northwest Seaport Alliance

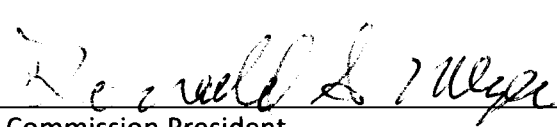


John Wolfe
Chief Executive Officer

Date

11-29-18

Port of Tacoma



Commission President

Date

11-29-18

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

**Attached Support Service Directives for Calendar Year 2019
Support Service Agreement between NWSA and POT:**

- Exhibit 1A – Accounting, Financial Analysis & Treasury Support Services
- Exhibit 1B – Strategic Operations Projects and Risk Management Support Services
- Exhibit 2 – Public Records Management Support Services
- Exhibit 3 – Information Technology and Business Process Support Services
- Exhibit 4 – Public Affairs Support Services
- Exhibit 5 – Commercial Real Estate Support Services
- Exhibit 6 – Facilities Development Support Services
- Exhibit 7 – Security Support Services
- Exhibit 8 – Equipment and Facilities Maintenance Support Services
- Exhibit 9 – Contracts and Purchasing Support Services
- Exhibit 10A – Executive Management Support Services
- Exhibit 10B – Commissioners Support Services
- Exhibit 11 – Portwide Infrastructure, Sitcum Office Support Services
- Exhibit 12 – Human Resources Support Services
- Exhibit 13 – Environmental and Planning Support Services
- Exhibit 14 – Marketing and Business Support Services
- Exhibit 15 – Railcar and Freight and Operations Coordinators Support Services
- Exhibit 16 – Labor Relations Support Services
- Exhibit 17 – Business Development Support Services
- Exhibit 18 – Additional Support Services as Needed

EXHIBIT POT – 01A

Service Directive for Accounting, Financial Analysis and Treasury Support Services

by and between

Port of Tacoma and The Northwest Seaport Alliance

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Tacoma (POT) and The Northwest Seaport Alliance (NWSA).

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Tacoma 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 2019.

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

a) Accounting

- i) Customer invoicing, accounts receivable, collections and cash application for NWSA customers.
- ii) Accounts payable services for The NWSA for South 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 SH financial transactions associated with The NWSA
 - (1) In conjunction with POS, 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
- (3) Direct financial transactions of the NWSA, including consolidation of The NWSA financial statements, monthly financial reporting package preparation, state/local tax filings
- (4) WA Leasehold and B&O excise tax reporting
- v) Grant accounting services for SH federal and state grants.
 - (1) POT Accounting has provided and discussed grant compliance requirements with NWSA accounting in accordance with 2 CFR 200.331 Payroll services for NWSA employees and for POT employees seconded to The NWSA.
- vi) Payroll services for NWSA employees and for POT employees seconded to The NWSA
- b) Finance & Budget
 - i) Provide Operating Budget services to include:
 - (1) Work with NWSA staff to provide South Harbor budget
 - (2) Provide North Harbor outer year depreciation forecasts for new assets
 - (3) Partner with POS staff to compile North Harbor budget
 - (4) Compile budget/ forecast for entire NWSA and house the system of record
 - ii) Provide Capital Budget services
 - (1) Responsible for North and South Harbors, working with project teams for both harbors.
 - iii) Provide Financial Analysis Services to include:
 - (1) Business Development
 - (a) Responsible for North and South Harbor analyses.
 - (b) Review NWSA analyses with POS finance team.
 - (2) Policy
 - (a) Work collaboratively on final policy issues as initiated by any of the three entities
 - (3) Funding
 - (a) Assess fundability and funding options for NWSA decision on investments.
- c) Treasury
 - i) Provide Banking services, including but not limited to:

**EXHIBIT POT – 01A - Service Directive:
Accounting, Financial Analysis and Treasury Support Services**

- (1) Daily cash management, allowing cash functions such as payroll, accounts payable and accounts receivable.
 - (2) Manage cash balance to minimize fees and maximize interest earnings.
- ii) Provide Investment services, including but not limited to:
- (1) Manage working capital reserve fund for NWSA
 - (2) Manage North Harbor lease security deposit
 - (3) Manage working capital liquidity funds for South Harbor projects.

4) Cost for Service and Charge Methodology – POT 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	2019 Budgeted Amount ²
Accounting Dept # 72	3.a	Fixed	Percentage of POT department budget based on analysis of work activities	88%	\$2,827,970
Finance Dept # 72	3.b	Incl above	Incl above	Incl above	Incl above
Treasury Dept # 72	3.c	Incl above	Incl above	Incl above	Incl above

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

- 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.

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

- a) None.

7) Service Level Expectations:

- a) Before January 1, 2019, 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.
- d) 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 Tacoma activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Tacoma 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 Receivable	Accuracy	1. Revenue recognized (invoiced/ accrued) in proper periods 2. Collection procedures consistently applied to past due accounts.	1. 100% 2. 100%

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 POT – 01A - Service Directive:
Accounting, Financial Analysis and Treasury Support Services**

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. 	
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. Complete budget by agreed upon date 	<ol style="list-style-type: none"> 1. (date updated annually)
Finance – Financial Analysis	Time Based	<ol style="list-style-type: none"> 1. Provide timely response and communication regarding all requested analyses. 2. Adhere to agreed upon financial practices 3. Review and communicate analyses in timely fashion with POS 	<ol style="list-style-type: none"> 1. Timely 2. 100% compliance 3. Timely
Treasury - Banking	Management	<ol style="list-style-type: none"> 1. Number of major banking errors, to include overdrafts and late payment release resulting in fees 2. Maintain cash levels consistent with banking guidelines 	<ol style="list-style-type: none"> 1. 0 errors 2. Maintain cash levels to minimize fees
Treasury – Investments	Management	<ol style="list-style-type: none"> 1. Maintain investments consistent with investment guidelines, prioritizing Safety, Liquidity and Return of Principle, in that order. 	<ol style="list-style-type: none"> 1. Maximize investment subject to prudent investing.

8) Primary Contacts:

- a) NWSA – Erin Galeno
- b) POT – Darren Arakaki

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 POT – 01B

**Service Directive for Strategic Operations Projects and Risk Management Support Services
by and between
Port of Tacoma and The Northwest Seaport Alliance**

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Tacoma (POT) and The Northwest Seaport Alliance (NWSA).

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Tacoma 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 2019.

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

a) Strategic Operations Projects

- i) Provide strategic project support to The NWSA for NWSA-licensed properties as requested.

b) Risk Management

- i) Provide risk management services to The NWSA for NWSA-licensed properties in support of its business operations, activities and assets. Scope includes, but is not limited to:
 - (1) evaluation of risks and insurance coverage needs
 - (2) procurement of insurance
 - (3) processing and adjusting of claims and/or coordination of legal services
 - (4) consultation on risk management issues related to contracting and procurement
- ii) Provide workers' compensation insurance (or equivalent State-approved self-insurance), and associated claims management services, for all POT employees, including those providing support services to the NWSA and, when required, arrangements for workers' compensation insurance (or equivalent State-approved self-insurance) for NWSA direct employees.

EXHIBIT POT – 01B - Service Directive:
Strategic Operations Projects and Risk Management Support Services

4) Cost for Service and Charge Methodology – POT 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	2019 Budgeted Amount²
<u>Strategic Operations Projects</u> Dept# 18	3.a	Fixed	Percentage of POT department budget based on analysis of work activities	80%	\$295,879
<u>Risk Management</u> Dept# 18	3.b	Incl above	Incl above	Incl above	Incl above

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

a) None.

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

a) None.

7) Service Level Expectations:

- a) Maintain cost effective property and casualty (including workers' compensation) insurance coverage, and claims management, as respects the operations and activities of The NWSA on licensed properties.
- b) Provide expertise and support to complete NWSA strategic operations projects.

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.

EXHIBIT POT – 01B - Service Directive:
Strategic Operations Projects and Risk Management Support Services

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

Measurements of the Port of Tacoma activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Tacoma 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 – Erin Galeno
- b) POT – Lou Paulsen

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 POT - 02

Service Directive for Public Records Management Support Services

by and between

Port of Tacoma and The Northwest Seaport Alliance

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Tacoma (POT) and The Northwest Seaport Alliance (NWSA).

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Tacoma 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 2019.

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

a) Public Records

- i) Coordinate overall public records management for The NWSA. POT staff person Debbie Givens will serve as The NWSA Public Records Officer.
- ii) Provide management of POT portion of state-mandated NWSA records management.
- iii) Provide support for and coordinate the production of responsive records for PRR requests from the NWSA.
- iv) Meet State of Washington mandated JLARC annual reporting requirements.
- v) Coordinate with POS records/PRR management staff on management of NWSA records.
- vi) Coordinate with POS on Public Records Requests that involve records in the custody of POS.

**EXHIBIT POT - 02 - Service Directive:
Public Records Management Support Services**

4) Cost for Service and Charge Methodology – POT 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	2019 Budgeted Amount ²
Public Records Mgmt Dept #70	3.a	Fixed	Percentage of POT department budget based on analysis of work activities	n/a	Included in Information Technology and Business Process Support Service Agreement

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

a) None.

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

a) None.

7) Service Level Expectations:

- a) At NWSA formation, Public Records Management policy and procedures for The NWSA will be adopted by the Managing Members.
- b) Public Records Management activities will follow The NWSA Public Records Management policy and procedures.
- 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 Tacoma activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Tacoma 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	<ul style="list-style-type: none">- Initial acknowledgment of Public Records Request sent to requester- Initial response due date communicated to requester within 5 days	<ul style="list-style-type: none">- 5 working days- 100%
Records	Time Based	<ul style="list-style-type: none">- Fulfill state JLARC annual Public Records Response reporting due July 1	<ul style="list-style-type: none">- 100%
Records	Management	<ul style="list-style-type: none">- Records coordinators are trained on state records retention, reporting and disclosure laws- All commissioners and records staff meet current Open Public Meetings and Open Public Records training requirements	<ul style="list-style-type: none">- 100%- 100%
Records	Accuracy	<ul style="list-style-type: none">- All responsive records are identified, gathered and delivered pursuant to the request	<ul style="list-style-type: none">- 100%

8) Primary Contacts:

- a) NWSA – Kurt Beckett
- b) POT – Debbie Givens

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 POT - 03

Service Directive for Information Technology and Business Process Support Services

by and between

Port of Tacoma and The Northwest Seaport Alliance

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Tacoma (POT) and The Northwest Seaport Alliance (NWSA).

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Tacoma 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 2019.

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

- a) Information Technology - Provide IT services directly to NWSA staff and to POT support service groups providing services to the NWSA.
 - i) Provides Management and Administrative support, including but not limited to: licensing; vendor management; contract management; procurement (in partnership with contracts) and strategic planning.
 - ii) Provide support for enterprise software applications, including but not limited to: technical support services; design and implementation of system enhancements; system selection, design and architecture; application and support vendor selection and relationship management; system roadmap/life-cycle management; system documentation; system level disaster recovery management; application project resource and SME services. Enterprise applications include, but are not limited to, systems for Core Financials, Budgeting, Payroll, Treasury, HR, Real Estate, Maintenance, Contracts, Collaboration, Records Management, Customer Relationship Management, Breakbulk Terminal Operations, Rail Terminal Operations, Security.
 - iii) Provide support for enterprise data and databases, including but not limited to: database administration and management; data quality management; integration

management; Enterprise Report development; managed file transfer; managed data services; database disaster recovery management.

- iv) Provide IT Project Management services, including but not limited to: IT Project Portfolio Management, including project intake, IT steering committee authorization and prioritization; IT project planning including development of budgets, resources plans and schedules; management of project scope, schedule, budget, quality, risk and communications; management of competitive vendor and product selection; IT PMO management and administration; recruitment and management of temporary Project Management and Business Analyst resources.
- v) Provide Geographic Information System (GIS) services, including but not limited to: GIS system support and training; geospatial data management; geospatial mapping services; geospatial server and user application management; CAD services including CAD drawing management.
- vi) Provide a single point of contact Service Desk for all IT related issues, including but not limited to: computer hardware; mobile devices; video and audio conferencing; end user software and enterprise applications; data; databases; asset and lifecycle management; user account provisioning; new user IT orientation and associated services for NWSA staff.
- vii) Provides IT support for all managing members meetings that are held at the Port of Tacoma.
- viii) Provide datacenter services, including but not limited to: hardware installation and maintenance; managed power distribution; backup power systems; data backup and archiving; managed load balancing; server and storage virtualization; controlled internet access; diverse firewalls and anti-malware solutions; managed email and messaging; managed authentication and authorization; managed data storage; managed cloud storage and services; managed data encryption; system selection, design and configuration; documentation and datacenter diagrams; life-cycle management; datacenter disaster recovery management; support vendor selection; service contract management.
- ix) Provide cybersecurity services, including but not limited to: end-user training; network cybersecurity monitoring; governance, risk and compliance monitoring; ongoing managed cybersecurity services; incident response, disaster recovery and business resiliency testing; development and updating of policies and procedures; risk assessments and audits; support vendor selection; service contract management.

EXHIBIT POT – 03 - Service Directive:
Information Technology and Business Process Support Services

- x) Provide infrastructure system services, including but not limited to: the Operation Service Center's managed networking devices; the Security Department Operation Center, which includes video management system hardware and software, security cameras and support the activation of emergency operations center; support vendor selection; service contract management.
- xi) Provide support for network infrastructure, including but not limited to: managed LAN devices; managed WAN devices; managed wired and wireless LANs; fiber and cable plants; system selection, design and configuration; documentation and network diagrams; life-cycle management; network level disaster recovery management; support vendor selection; service contract management.
- xii) Provide business process analysis support services, including but not limited to: process mapping and re-engineering; requirements development; roles and responsibilities change management; policy and procedure development; develop functional documentation; training and testing; vendor relationship.

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

POT IT does not charge-back or allocate costs to POT departments for services, all costs are budgeted and expensed within the Information Technology department. As such, the costs of providing these services indirectly to the NWSA should be included in the NWSA cost allocation.

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	2019 Budgeted Amount ²
Information Technology Dept #70	3.a	Fixed	Percentage of POT department budget based on analysis of work activities	88 % of actual spending	\$7,185,411

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 POT – 03 - Service Directive:
Information Technology and Business Process Support Services**

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

a) None.

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.

Measurements of the Port of Tacoma activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Tacoma 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
Mgmt & Admin Support	Management	Maintain legal compliance for software application licensing.	100%
Enterprise Software Applications	Management	Applications are managed in compliance with documented standard operating procedures.	100%

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 POT – 03 - Service Directive:
Information Technology and Business Process Support Services**

Enterprise Data and Databases	Management	Applications are managed in compliance with documented standard operating procedures.	100%
IT Project Management	Management	Meet defined scope, schedule and budget for IT Steering committee approved projects.	95-100% of approved projects
Service Desk	Management	Provide support during regular business hours of 7:30am-5pm	100%
	Time Based	Provide onsite technical AV support for all Managing Members meetings.	100%
	Time Based	Provide timely response and communication regarding all submitted/reported issues based on criticality.	Business Critical – 0-2 hours Urgent – 0-4 hours Medium (As soon as possible) – 0-24 hours Low (As time permits) – 0-48 hours
	Time Based	Provide onsite support in the North Harbor as requested/needed.	Business Critical -4 Business hours Urgent - 1 business day Medium (As soon as possible) - 3 Business Days Low (As time permits) - 5 business days

**EXHIBIT POT – 03 - Service Directive:
Information Technology and Business Process Support Services**

Datacenter Services	Management	Maintain a reliable and sustainable datacenter environment.	99.9% uptime
Cybersecurity Services	Management	Maintain the NIST Cybersecurity Framework guidelines for managing the risk of a cyberthreats.	100%
Network Infrastructure	Management	Unplanned down time during working hours.	<1%

8) Primary Contacts:

- a) NWSA – Erin Galeno
- b) POT – Debbie Givens

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 POT – 04
Service Directive for Public Affairs Support Services
by and between
Port of Tacoma and The Northwest Seaport Alliance

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Tacoma (POT) and The Northwest Seaport Alliance (NWSA).

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Tacoma 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 2019.

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

a) Government Relations

- i) Directs the development and execution of the NWSA's overall legislative outreach strategy, including the effective management and support of assigned staff
- ii) Represents the NWSA's legislative interests with state officials, staff and agency representatives.
- iii) Represents the NWSA's legislative interests with local officials and staff and tribal governments in Pierce County.

b) Community Relations

- i) Directs the development and execution of the NWSA's overall community outreach strategy, including the effective management and support of assigned staff
- ii) Establish and maintain NWSA relationship with community organizations in Pierce County to build support for the NWSA's mission and activities.

c) Communications

**EXHIBIT POT – 04 - Service Directive:
Public Affairs Support Services**

- i) Directs the development and execution of the NWSA's strategic communications plan, including effective management and support of assigned staff.
- ii) Represents the NWSA to media.
- iii) Develops and maintains NWSA website, social media channels and publications.
- iv) Develops and implements the NWSA's internal communications program.

4) Cost for Service and Charge Methodology – POT 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	2019 Budgeted Amount ²
Gov't Affairs Dept # 86	3.a,b	Fixed	Percentage of POT department budget based on analysis of work activities	60 % of actual spending	\$397,226
Communications Dept #88	3.c	Fixed	Percentage of POT department budget based on analysis of work activities	50 % of actual spending	\$773,214

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

- a) None.

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

- 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) Time and resources (both human and financial) are effectively managed through prioritization of legislative and community relations strategies that directly support the advancement and achievement of the NWSA's goals and objectives.
- b) Legislative issues are consistently and successfully achieved.
- c) NWSA customers receive value through active engagement on issues that impact their business operations

d) **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 Tacoma activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Tacoma 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 ⁵	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.	Sufficient Progress

⁵ 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 POT – 04 - Service Directive:
Public Affairs Support Services**

Communications	Management	Develop annual communications strategy and make sufficient progress toward achieving goals within.	Sufficient Progress
Communications	Management	Respond to media requests in timely and professional manner.	Timely
Communications	Management	Increase number of social media followers and usability of website tools.	Increase in Social Media followers

8) Primary Contacts:

a) NWSA – Nick Demerice

b) POT – Sean Eagan and POT Communications Director Department

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 POT - 05
Service Directive for Commercial Real Estate Support Services
by and between
Port of Tacoma and The Northwest Seaport Alliance

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Tacoma (POT) and The Northwest Seaport Alliance (NWSA).

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Tacoma 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 2019.

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

a) Commercial Real Estate

- i) Supports the development, review and management of various real estate agreements (easements, Access and Hold Harmless, ROWs, vacation, etc.)
- ii) Review and manage leases, which includes:
 - (1) accurately applying utility billing;
 - (2) maintenance and repairs management; and
 - (3) oversee compliance for the Pierce County leases and contracts.
- iii) Coordinates the planning, development and maintenance of Pierce County Port facilities, in a way that yields the highest possible level to optimize utilization and return including facility maintenance, upgrade and replacement or compliance with regulatory or other matters. Service provided to NWSA licensed and non licensed properties that support the NWSA's core business.
- iv) Provide guidance in efforts to assess the strategic fit of Pierce County's real property assets and develop plans to acquire, divest or otherwise manage these assets in a timely manner that support the NWSA's overall goals and objectives.
- v) Operate and manage the Pierce County Foreign Trade Zone.

- vi) Other administrative support services, including but not limited to facility maintenance of Port of Tacoma Administrative Building and Fabulich Center, used for both Port of Tacoma and Northwest Seaport Alliance business.

**EXHIBIT POT - 05 - Service Directive:
Commercial Real Estate Support Services**

4) Cost for Service and Charge Methodology – POT 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	2019 Budgeted Amount ²
Commercial Real Estate Dept # 08	3.a	Fixed	Percentage of POT department budget based on analysis of work activities	18 % of actual spending	\$194,593

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

- a) Services as requested from staff within The NWSA Business Development groups, and The NWSA Real Estate group, to provide service related to POT Non-Alliance Real Estate. These services are captured in their respective SLA Exhibits.
- b) Note – Executive Management services for POT Homeport real estate business are included in the Executive Management Support Service Directive, Exhibit POT – 10A.

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

- a) None.

7) Service Level Expectations:

- a) Pierce county port facilities and properties licensed to the NWSA are maintained to yield the highest possible level to optimize utilization and return.
- b) Pierce County's real property development plans supports the NWSA's overall strategic goals and objectives.

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.

- c) Contracts and/or agreements are consistently negotiated so as to achieve the NWSA's financial strategic and target deadline goals, as pre-defined for each negotiation.

- d) 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 Tacoma activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Tacoma 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.

**EXHIBIT POT - 05 - Service Directive:
Commercial Real Estate Support Services**

Service Area	Type of Measure ³	Performance Measure	Target
Lease admin	Accuracy, Time Based	Accurate and timely billing of leases	<i>Billed by the 20th of the month</i>
Lease admin	Accuracy, Time Based	Accurate and timely billing of utilities	<i>Billed by the 20th of the month</i>
Lease admin	Management	Leases are compliant in regards to insurance and security deposits	n/a
Lease admin	Accuracy, Management	Recorded accurately and in manner easily retrieved	n/a
Lease admin	Management	Buildings maintained in efficient manner to meet general business expectations	n/a

8) Primary Contacts:

- a) NWSA – Tong Zhu
- b) POT – Scott Francis

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 POT - 06
Service Directive for Facilities Development Support Services
by and between
Port of Tacoma and The Northwest Seaport Alliance

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Tacoma (POT) and The Northwest Seaport Alliance (NWSA).

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Tacoma 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 2019.

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

a) Project Delivery

(1) Contacts

- (i) NWSA – Dakota Chamberlain**
- (ii) POT Engineering – Jane Vandenberg**
- (iii) POT Environmental & Planning Services – Jason Jordan**

- ii) POT staff will provide The NWSA with project delivery administration.**
- iii) POT staff will provide The NWSA with project delivery for NWSA projects in Pierce County. Services include planning, project management, engineering, permitting, SEPA/NEPA, environmental remediation, habitat mitigation and monitoring, construction management, and construction inspection.**
- iv) POT staff will fill key roles for NWSA environmental program management. NWSA, POT & POS staff will coordinate closely on regional air quality and water quality (stormwater) management programs.**
- v) For projects completed in King County, POT will coordinate with Port of Seattle Capital Development staff, including but not limited to permitting, SEPA/NEPA, project management, construction management and design services.**

**EXHIBIT POT - 06 - Service Directive:
Facilities Development Support Services**

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

b) Construction Inspection (NWSA: D. Chamberlain, POT: J. Vandenberg)

i) POT staff will provide construction inspection services for NWSA projects in Pierce County.

4) Cost for Service and Charge Methodology – POT 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	2019 Budgeted Amount ²
Project Delivery, Administration, Construction Inspection Services Dept #50	3.a,b	Project Charges	Project-Specific Agreements	Hourly Rate Schedule \$157	Costs for "Expense" project are included in operating expenses. Capital Projects will be authorized in accordance with the applicable Master Policy.
Environmental Project Support Dept #50	3.a	Project Charges	Project-Specific Agreements	Hourly Rate Schedule \$157	Costs for "Expense" project are included in operating expenses. Capital Projects will be authorized in accordance with

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 POT - 06 - Service Directive:
Facilities Development Support Services**

					the applicable Master Policy.
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5) Scope of Services to be provided by The NWSA to POT

- a) Planning and Environmental Programs (POT: J. Jordan, NWSA: D. Chamberlain)
 - i) NWSA staff will provide services to POT for facility, land use, transportation planning, air quality and water quality (stormwater) management programs, and grant management related to POT Non-Alliance properties. NWSA, POT & POS staff will coordinate closely on regional programs.
 - ii) NWSA staff will provide project-specific planning and environmental support to POT as requested, for POT Non-Alliance properties.

6) Service Level Expectations:

- a) Project Delivery: Project delivery and construction inspection will be provided in accordance with the authorization for projects.
- b) Approval: All services provided by POT for the NWSA shall be approved and/or authorized by the NWSA. The NWSA Master Policy is the controlling document for authorization of projects. Execution of work shall be consistent with relative policies and procedures for each organization.
- c) Request for Services: All requests for services shall be documented and include scope of work, period of performance, cost of service, and any other information necessary for describing the work and how it shall be completed. Any changes to the agreed to terms of services shall be documented and agreed to by all parties.
- d) 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 Tacoma activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Tacoma 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.

All services provided by Tacoma and Seattle shall be approved and/or authorized by both the requesting organization and the organization providing services. Approvals and/or authorizations shall be consistent with relative policies and procedures for each organization.

All requests for services shall be documented and include scope of work, period of performance, cost of service, terms for reimbursement, and any other information necessary for describing the work and how it shall be completed. Any changes to the agreed to terms of services shall be documented and agreed to by all parties.

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

7) Primary Contacts:

a) NWSA – Dakota Chamberlain

b) POT – Jane Vandenburg

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

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

expectations, and to evaluate monthly financial performance of actual vs. projected spending.

EXHIBIT POT - 07
Service Directive for Security Support Services
by and between
Port of Tacoma and The Northwest Seaport Alliance

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Tacoma (POT) and The Northwest Seaport Alliance (NWSA).

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Tacoma 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 2019.

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

a) Security

- i) The NWSA will contract with POT for Port Patrol and Security associated with NWSA-licensed properties in Pierce County.
- ii) POT security employs a proprietary IWLW security workforce. Security services will be provided as needed at NWSA properties. These security charges will be billed to NWSA.
- iii) Maintain compliance with the Maritime Transportation Security Act (MTSA) at all properties.
- iv) Maintain security personnel services for properties to provide for the protection of the asset from theft, vandalism and other criminal activities.
- v) 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.

b) Emergency Management & Preparedness

- i) Provide emergency management services to ensure continuity of operations, mitigation of hazards and coordinated responses to planned and unplanned emergent/emergency events.

- ii) Maintain liaison with Federal, State, County, City, United States Coast Guard, other governmental and law enforcement agencies for legal/regulatory compliance and emergency management, to include act as representative for Maritime Security Committees.
 - iii) Maintain the ability of the facilities to communicate effectively on the Port of Tacoma 800 MHz Radio System through radios provide by the Port of Tacoma and operated through a Memorandum of Agreement with the tenants as part of the emergency management and security program.
 - iv) Coordinate drills and exercises of security plans and emergency management activities with all Port of Tacoma Maritime Facilities and the appropriate federal, state and local authorities in order to maintain regulatory/legal requirements and operational readiness.
 - v) Represent the Port of Tacoma and all Maritime properties and activities at the U.S. Coast Guard Area Maritime Security Committee General and Executive.
 - vi) Provide representation to the Puget Sound Harbor Safety Committee.
 - vii) Where appropriate, maintain Port of Tacoma access control program and infrastructure for access to facilities in compliance with U.S. Coast Guard regulations.
 - viii) Where appropriate, maintain Port of Tacoma video surveillance program and infrastructure for video surveillance of Port of Tacoma properties.
 - ix) Maintain Port of Tacoma 24 hour a day, 7 day a week security services.
 - x) Where appropriate, provide safety, security and emergency management training for Port of Tacoma personnel, contractors, vendors and tenants as required.
 - xi) Where appropriate, maintain the Port of Tacoma TWIC program.
- c) ICT Information Security
- i) Cyber Security protection, detection and response services.
 - ii) Cyber security Training as required for all Port of Tacoma Security personnel

**EXHIBIT POT - 07 - Service Directive:
Security Support Services**

2) Cost for Service and Charge Methodology – POT 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	2019 Budgeted Amount²
TSO Security Dept # 42	3.a	Fee for Service	Direct Charge per hour	Hourly rate \$65.74	
Security Dept # 40	3.a,b,c	Fixed	Percentage of POT department budget based on analysis of work activities	85% of actual spending	\$3,886,339

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

- a) None.

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

- a) None.

5) Service Level Expectations:

- a) 24/7/365 Port Patrol Security Force in Pierce County
- b) Protection of Port of Tacoma and the NWSA personnel and licensed properties in Pierce County
- c) Focus on physical security ensuring compliance with the Port of Tacoma Security Facility Plan as mandated by MTSA and CFR 33 Part 105.

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.

- d) Sustaining a safe and secure free flow of commerce
- e) Coordinate with local and regional safety and security organizations.
- f) 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 Tacoma activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Tacoma 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
Coastguard	Management	Maintain coastguard requirements.	No audit findings.
Crime Rates	Management	Maintain lowest crime rate in Tacoma within Port of Tacoma jurisdiction, as measured on Tacoma Police Department's quarterly report.	
Continuity of Ops	Management/Time	Develop manual	Submit by 2/1/19
Liaison w other govs	Management	Summary report	30 after mtg
800MHz radio system	Management	Monthly test	Report of test within 30 days
Drills and exercises of security plans	Management	Qtrly drill	Summary of drill within 30 days

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 POT - 07 - Service Directive:
Security Support Services**

Video surveillance	Management	24/7	24/7
Facility access control	Time Based	Contact and referral to City	Within 24 hours

6) Primary Contacts:

- a) NWSA – Dustin Stoker
- b) POT – Louis Cooper

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 POT - 08

Service Directive for Equipment and Facilities Maintenance Support Services

by and between

Port of Tacoma and The Northwest Seaport Alliance

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Tacoma (POT) and The Northwest Seaport Alliance (NWSA).

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Tacoma 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 2019.

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

a) Equipment Maintenance

- i) The POT will provide mechanical and electrical maintenance services, which include, but are not limited to, the maintenance of cranes, strads, vehicles, forklifts and generators used by NWSA activities.

b) Facilities Maintenance

- i) The POT will provide facilities maintenance to NWSA licensed properties, which includes, but is not limited to, plumbing, carpentry, electrical, buildings and grounds maintenance, environmental maintenance and track maintenance.
- c) Special administrative projects that are above and beyond the day-to-day services will be charged at the Equipment or Facilities rate depending on the scope of the project.

**EXHIBIT POT - 08 - Service Directive:
Equipment and Facilities Maintenance Support Services**

4) Cost for Service and Charge Methodology – POT 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	2019 Budgeted Amount²
Equipment Dept # 54	3.a	Hourly Rate	Time, Materials, and Overhead	Hourly Rate \$144 Allocation – Charged as a percentage or formula, applied monthly to the actual expenditures	Direct charges included in operating expenses
Facilities Dept # 58	3.b	Hourly Rate	Time, Materials, and Overhead	Hourly Rate \$124 Allocation – Charged as a percentage or formula, applied monthly to the actual expenditures	Direct charges included in operating expenses

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

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.

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

- a) None.

7) Service Level Expectations:

- a) Customer input regarding prioritization of work will be discussed on a regular basis.

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

**EXHIBIT POT - 08 - Service Directive:
Equipment and Facilities Maintenance Support Services**

Service Area	Type of Measure³	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target
Equipment Maintenance	Management	Crane Uptime	99.6%
Equipment Maintenance	Management	Strad Availability	100%
Equipment Maintenance	Management	Preventative & Corrective Maintenance Work Order - Monthly	WO Completed-80% WO in Progress-17% WO Cancelled-3%
Facilities Maintenance	Management	Preventative & Corrective Maintenance Work Order - Monthly	WO Completed-80% WO in Progress-17% WO Cancelled-3%
Facility Maintenance	Management	Service Request Completion	100%
Facility Maintenance	Management	Stormwater Compliance <ul style="list-style-type: none">• Source Control• ISGP• MS4	100%

8) Primary Contacts:

- a) NWSA – Dustin Stoker
- b) POT – Ricardo Charlton

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 POT - 09

Service Directive for Contracts and Purchasing Support Services

by and between

Port of Tacoma and The Northwest Seaport Alliance

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Tacoma (POT) and The Northwest Seaport Alliance (NWSA).

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Tacoma 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 2019.

3) Scope of Services to be provided by POT to The NWSA in the South Harbor

- a) Procurement of Public Works services and products, Consulting Services (Personal and Professional) , and the Purchase of Goods and Purchased Services

**EXHIBIT POT - 09 - Service Directive:
Contracts and Purchasing Support Services**

Cost for Service and Charge Methodology – POT 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	2019 Budgeted Amount²
Contracts Dept# 74	3.a	Fixed	Percentage of POT department budget based on analysis of work activities	88% of actual spending	\$1,131,187
Purchasing Dept# 74	3.a	Incl Above	Incl Above	Incl Above	Incl Above

4) Scope of Services to be provided by The NWSA to POT

- a) None. Chief Financial Officer services for POT Homeport business are included in the Executive Management Support Service Directive.

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

- a) None.

6) Service Level Expectations:

- a) Procurement timelines will be mutually developed and managed. The customer will be informed of any changes.
- b) Administration of contracts will be in compliance with POT policies and procedures as well as with federal, state and local requirements.

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.

**EXHIBIT POT - 09 - Service Directive:
Contracts and Purchasing Support Services**

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

Measurements of the Port of Tacoma activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Tacoma 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		Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target
Contracting for Consulting services, Personal and Professional, for the South Harbor		<i>Provide services based on a mutually agreed upon schedule</i>	<i>Meet mutually agreed upon schedule 80% of the time.</i>
Contracting for Public Works, regardless of type , for the South Harbor.		<i>Provide services based on a mutually agreed upon schedule</i>	<i>Meet mutually agreed upon schedule 80% of the time.</i>
PURCHASE GOODS AND SERVICES for the South Harbor		<i>Provide services based on a mutually agreed upon schedule</i>	<i>Meet mutually agreed upon schedule 80% of the time.</i>

7) Primary Contacts:

- a) NWSA – Erin Galeno
- b) POT – Mark Little

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 POT – 10A
Service Directive for Executive Management Support Services
by and between
Port of Tacoma and The Northwest Seaport Alliance

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Tacoma (POT) and The Northwest Seaport Alliance (NWSA).

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Tacoma 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 2019.

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

a) None.

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

a) None.

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

- a) Services of the NWSA Executive Management Team to manage POT Homeport business to include the CEO and the direct reports thereof.
- b) Services of NWSA senior administrative staff to provide POT Commission and executive support.
- c) Outside services for legal support of the POT.
- d) Provide strategic planning and direction to support POT Homeport business. Manage commission, stakeholder and community initiatives and communication.

**EXHIBIT POT – 10A - Service Directive:
Executive Management Support Services**

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

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	2019 Budgeted Amount ²
Executive Mgmt Dept # 62	3.a-d	Fixed	Percentage of budget based on analysis of work activities	20 % of actual spending	\$741,501

8) Service Level Expectations:

- a) Executives effectively prioritize and manage business activities associated with the NWSA and Port of Tacoma.
- 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 Tacoma activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Tacoma 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 POT – 10A - Service Directive:
Executive Management Support Services**

Service Area	Type of Measure ³	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target
Executive Management	Other	Establish annual goals and expectations.	Quarterly progress reports on status

9) Primary Contacts:

- a) NWSA – Kurt Beckett
- b) POT – Erin Galeno⁴

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

⁴ Port of Tacoma Primary Contact will be transitioned to new Port of Tacoma Executive Leader once established.

EXHIBIT POT – 10B
Service Directive for Commissioners Support Services
by and between
Port of Tacoma and The Northwest Seaport Alliance

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Tacoma (POT) and The Northwest Seaport Alliance (NWSA).

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Tacoma 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 2019.

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

a) Commission Support

- i) The PDA shall be governed by its Managing Members who will carry out the provisions of RCW 53.08 by overseeing the business of the PDA, setting policy and strategic direction for the NWSA in both internal and external matters and provide for their implementation.
- ii) The Managing Members shall meet at least quarterly and may hold executive sessions to consider matters enumerated in RCW 42.30 or privileged matters recognized by law.
- iii) Oversee The Northwest Seaport Alliance Charter and other formation documents.
 - (1) Costs include commission salary, benefits, travel and major community memberships.

4) Cost for Service and Charge Methodology – POT 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	2019 Budgeted Amount ²
Commission Support Dept # 60	3.a	Fixed	Percent of budget based on analysis of work activities	50%	\$262,457

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

- a) None.

6) Cost for Service and Charge Methodology – The 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.

Measurements of the Port of Tacoma activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Tacoma 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 POT – 10B - Service Directive:
Commissioners Support Services**

Service Area	Type of Measure³	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target
Managing Members – Meeting Frequency	Other	The Managing Members 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 Members – Compliance	Other	Managing Members will carry out the provisions of the PDA in RCW 53.08 and RCW 42.30.	100% compliance
Managing Members – Meeting Attendance	Other	Three or more commissioners present at Managing Member meetings.	100% of MM Meetings

1) Primary Contacts:

- a) NWSA – Kurt Beckett
- b) POT – Erin Galeno⁴

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

⁴ Port of Tacoma Primary Contact will be transitioned to new Port of Tacoma Executive Leader once established.

EXHIBIT POT - 11

Service Directive for Portwide Infrastructure, Sitcum Office

by and between

Port of Tacoma and The Northwest Seaport Alliance

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Tacoma (POT) and The Northwest Seaport Alliance (NWSA).

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Tacoma 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 2019.

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

a) Sitcum Office

- i) POT will provide fully serviced office, conference room space and common area space at 1 Sitcum Plaza for staff in Tacoma that provide services to NWSA.

b) Fabulich Building

- i) POT will provide fully serviced commission chambers, conference room space and common area space at 1 Sitcum Plaza for staff in Tacoma that provide services to NWSA.

c) Portwide Infrastructure

- i) POT will maintain infrastructure – roads, entrances, exits common areas as required by regulatory agencies and maintain a safe working environment at Port of Tacoma facilities.

4) Cost for Service and Charge Methodology – POT 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	2019 Budgeted Amount²
Portwide Infrastructure Depts 30,90	3.a-c	Fixed	Department Headcount Allocation	80%	\$2,033,409

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

- a) None

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

- a) None

7) Service Level Expectations:

- a) Office and conference room spaces are available and fully functional with the same high level of service it provides to the POT.
- b) Infrastructure – common areas, entrances, exits, roads are in maintained and functional with the same high level of service it provides to the POT.
- 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 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 Tacoma activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Tacoma 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
Portwide Infrastructure	Management	Facilities are available and maintained (same level of service as POT)	100%

8) Primary Contacts:

- a) NWSA – Erin Galeno
- b) POT – Scott Francis/ Darren Arakaki

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 POT - 12
Service Directive for Human Resources Support Services
by and between
Port of Tacoma and The Northwest Seaport Alliance

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Tacoma (POT) and The Northwest Seaport Alliance (NWSA).

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Tacoma 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 2019.

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

a) Human Resources

- i) Provide services to evaluate and implement salary and benefits for NWSA employees.
- ii) Provide services to support NWSA employee relations, professional development, retention, recruiting and hiring.
- iii) Provide services to support NWSA organizational development and team building.
- iv) Work closely with benefits broker to insure cost competitive rates with vendors.

b) Labor Relations

- i) Management and negotiation of CBA and other labor relations activities for represented employees working for POT under service agreements to NWSA.

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

**EXHIBIT POT - 12 - Service Directive:
Human Resources Support Services**

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	2019 Budgeted Amount ²
Human Resources Dept# 76	3.a-b	Fixed	Percentage of POT department budget based on analysis of work activities	88 % of actual spending	\$1,011,256

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

- a) None. Chief HR Officer services for POT Homeport business are included in the Executive Management Support Service Directive.

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

- a) None.

7) Service Level Expectations:

- a) Employee information is handled in compliance with all applicable laws.
- b) Salary and benefit programs are designed based on competitive market data.
- 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 negotiate the performance metric, frequency, customer and provider service responsibilities associated with each performance measure.

Measurements of the Port of Tacoma activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Tacoma 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
Human Resources - Recruitment	Time Based	- Respond to all parties as it relates to recruitment, clearly communicating process and status thereof	- 48 hour response in most circumstances
Human Resources – Employee Relations	Time Based	- Respond to all questions and requests, clearly communicating process and status thereof	- 48 hour response in most circumstances
Human Resources – Performance Management	Time Based	- Complete performance management process to allow for on time pay increase	- Pay increase effective 4/1

8) Primary Contacts:

- a) NWSA – John Wolfe
- b) POT – Jean West

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 POT - 13
Service Directive for Environmental and Planning Support Services
by and between
Port of Tacoma and The Northwest Seaport Alliance

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Tacoma (POT) and The Northwest Seaport Alliance (NWSA).

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Tacoma 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 2019.

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

a) Environmental and Planning

- i) POT staff will provide The NWSA with project delivery for NWSA projects. Services include planning, permitting, SEPA/NEPA, environmental remediation and habitat mitigation.
- ii) POT staff will fill key roles for NWSA environmental program management. NWSA, POT & POS staff will coordinate closely on regional air quality and water quality (stormwater) management programs.
- iii) For projects completed in King County, POT will coordinate with Port of Seattle Capital Development staff, including but not limited to permitting, SEPA/NEPA, project management, construction management and design services.

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

- iv) POT Environmental Services staff will provide hazardous material cleanup response, hazardous material cleanup, illicit discharge response and management of hazardous material disposal on NWSA projects if requested.

**EXHIBIT POT - 13 - Service Directive:
Environmental and Planning Support Services**

4) Cost for Service and Charge Methodology – POT 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	2019 Budgeted Amount ²
Environmental Project Support Dept# 48	3.a.i-iii	Project Charges	Project-Specific Agreements	Hourly Rate Schedule \$157	Costs for "Expense" project are included in operating expenses
Hazardous Material Cleanup Response Dept# 48	3.a.iv	Project Charges	Already budgeted in POT, no charge.	Included above	Included above

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

- a) Planning and Environmental Programs (POT: J. Jordan, NWSA: D. Chamberlain)
- i) NWSA staff will provide services to POT for facility, land use, transportation planning, air quality and water quality (stormwater) management programs, and grant management related to POT Non-Alliance properties. NWSA, POT & POS staff will coordinate closely on regional programs.
 - ii) NWSA staff will provide project-specific planning and environmental support to POT as requested, for POT Non-Alliance properties.
 - iii) NWSA Environmental Services staff will provide hazardous material cleanup response, hazardous material cleanup, illicit discharge response and management of hazardous material disposal on POT projects if requested.

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

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 POT - 13 - Service Directive:
Environmental and Planning Support Services**

Service Area and Department (Acct if appropriate)	Service Item (from list above)	Method of Charges	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2018 Budgeted Amount
Planning Programs Dept# 80	5.a.ii	Fixed	Percentage of NWSA department costs based on analysis of work activities	25% of actual spending	\$202,303
Air, Water Quality Environmental Project Support Dept# 48	5.a.i	Project Charges	Project-Specific Agreements	Hourly Rate \$157	Costs for "Expense" project are included in operating expenses
Hazardous Material Cleanup Response Dept# 48	5.a.iii	Project Charges	Already budgeted in NWSA, no charge.	Included above	Included above

7) Service Level Expectations:

- a) Approval: All services provided by POT for the NWSA shall be approved and/or authorized by the NWSA. The NWSA Master Policy is the controlling document for authorization of projects. Execution of work shall be consistent with relative policies and procedures for each organization.
- b) Request for Services: All requests for services shall be documented and include scope of work, period of performance, cost of service, and any other information necessary for describing the work and how it shall be completed. Any changes to the agreed to terms of services shall be documented and agreed to by all parties.
- 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 negotiate the performance metric, frequency, customer and provider service responsibilities associated with each performance measure.

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

**EXHIBIT POT - 13 - Service Directive:
Environmental and Planning Support Services**

Service Area	Type of Measure³	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target
Environmental & Planning	<i>Time Based</i>	- <i>Timely response to request</i>	- <i>w/in 24 hrs</i>
Planning	<i>Time Based</i>	- <i>Timely notice of change in scope, schedule or budget</i>	<i>Within 24 hours of change</i>
Hazardous Material Clean up	<i>Time Based</i>	- <i>Manage clean up</i> - <i>Notification to reg agencies</i> - <i>Future preventon plan</i>	- <i>w/in 24 hrs</i> - <i>w/in 48 hrs</i> - <i>w/in 72 hrs</i>

8) Primary Contacts:

- a) NWSA – Kurt Beckett
- b) POT – Jason Jordan

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 POT - 14
Service Directive for Marketing and Business Support Services
by and between
Port of Tacoma and The Northwest Seaport Alliance

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Tacoma (POT) and The Northwest Seaport Alliance (NWSA).

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Tacoma 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 2019.

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

a) None.

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

a) None.

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

- a) Management services of the NWSA Marketing and Business Support Team to support POT Homeport business.
- b) Business Support Services of NWSA Marketing and Business Support staff to provide POT Commission and commercial support.
- c) Provide strategic planning and direction to support POT Homeport business. Manage commission, stakeholder and community initiatives and communication.

**EXHIBIT POT - 14 - Service Directive:
Marketing and Business Support Services**

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

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	2019 Budgeted Amount ²
<u>Marketing & Business Support</u> Dept #82	3.a-d	Fixed	Percentage of budget based on analysis of work activities	20% of actual spending	\$344,291

7) Service Level Expectations:

- a) Effectively prioritize and manage business activities associated with the NWSA and Port of Tacoma.
- b) Provides timely strategic planning and commercial support for Port of Tacoma businesses.
- 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 negotiate the performance metric, frequency, customer and provider service responsibilities associated with each performance measure.

Measurements of the Port of Tacoma activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Tacoma 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 POT - 14 - Service Directive:
Marketing and Business Support Services**

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

8) Primary Contacts:

- a) NWSA – Tong Zhu
- b) POT – Erin Galeno

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 POT - 15

**Service Directive for Railcar and Freight and Operations Coordinator Support Services
by and between**

Port of Tacoma and The Northwest Seaport Alliance

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Tacoma (POT) and The Northwest Seaport Alliance (NWSA).

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Tacoma 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 2019.

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

a) Customer Service

- i) The NWSA will contract with POT for railcar coordinators and freight coordinators and Operations support for work associated with NWSA-licensed properties in Pierce County.

**EXHIBIT POT - 15 - Service Directive:
Railcar and Freight and Operations Coordinator Support Services**

4) Cost for Service and Charge Methodology – POT 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	2019 Budgeted Amount ²
<u>Customer Service Dept 16</u>	3.a	Fixed	Percentage of POT department budget based on analysis of work activities	100 % of actual spending	\$1,311,035

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

- a) None.

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

- a) None.

7) Service Level Expectations:

- a) Operations resources are available for efficient operations and timely service delivery.
- b) Manage operating costs using best operational best practices to maximize profitability.
- 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 negotiate the performance metric, frequency, customer and provider service responsibilities associated with each performance measure.

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

**EXHIBIT POT - 15 - Service Directive:
Railcar and Freight and Operations Coordinator Support Services**

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
Customer Service	Accuracy	Deliver billing information to billing department	5 days after vessel
		Dock Receipt copy to shipping line	Daily
		Customs Clearance	Daily
		Damage Reporting	Daily
		Accurate OSD Reporting	Daily
		Manifest Reception and Accuracy	Daily
		Yard inventory	Daily
Railcar Coordinators	Accuracy	Order rail cars into NIM yard (switch request)	Daily
		Performance Reporting	Daily/Weekly
		Accountability Reports	Daily
		Planning Container loading	Daily
		Receiving Rail cars into the NIM yard	Daily
		Coordinating Rail car inspections with TTX	Daily
		Track and Tracing Rail cars and containers	Daily

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 POT - 15 - Service Directive:
Railcar and Freight and Operations Coordinator Support Services

Freight Coordinators	Accuracy	Customs Clearance Paperwork	Daily
		Accurate inputs for containers (DIMS, Weights, ETC)	Daily
		Customer interaction via phone call, email	Daily
		Ensure destinations are accurate in all systems	Daily
		Track and Tracing Rail cars and containers	Daily

8) Primary Contacts:

- a) NWSA – Dustin Stoker
- b) POT – Bob Meyer

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 POT - 16
Service Directive for Labor Relations Support Services
by and between
Port of Tacoma and The Northwest Seaport Alliance

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Tacoma (POT) and The Northwest Seaport Alliance (NWSA).

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Tacoma 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 2019.

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

- a) Captured within Human Resources Support Services.

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

- a) Captured within Human Resources Support Services.

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

- a) None.

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

- a) None.

7) Service Level Expectations:

- a) None
- 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 Tacoma activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Tacoma 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 ¹	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target

8) Primary Contacts:

- a) NWSA – John Wolfe and Dustin Stoker
- b) POT – n/a

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

¹ 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 POT - 17

Service Directive for Business Development Support Services

by and between

Port of Tacoma and The Northwest Seaport Alliance

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Tacoma (POT) and The Northwest Seaport Alliance (NWSA).

1) **Purpose:**

The purpose of this exhibit is to identify the services provided by the Port of Tacoma 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 2019.

3) **Scope of Services to be provided by POT to The NWSA**

a) None.

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

a) None.

5) **Scope of Services to be provided by The NWSA to POT**

a) Management of Taylor Way Auto Facility business.

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

Service Area and Department (Acct if appropriate)	Service Item (from list above)	Method of Charges	Basis for Charge	Hourly Rate, Fixed Percentage or Formula & Dept	2019 Budgeted Amount
Business Development Dept# 20	5.a	Fixed	Percentage of budget based on analysis of work activities	5% of actual spending	\$141,993

7) 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 NWSA activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Tacoma and The Northwest Seaport Alliance have identified activities critical to meeting The POT'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
Revenue management	Management	Monitor auto volumes to ensure that minimum payment is accurately identified and invoices	Estimated \$2.4 million revenue (amount to be determined when construction of the facility is complete)

8) Primary Contacts:

- a) NWSA – Tong Zhu
- b) POT – Erin Galeno

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 POT - 18
Service Directive for Additional Support Services as Needed
by and between
Port of Tacoma and The Northwest Seaport Alliance

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Tacoma (POT) and The Northwest Seaport Alliance (NWSA).

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Tacoma 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 2019.

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

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

**EXHIBIT POT - 18 - Service Directive:
Additional Support Services as Needed**

4) Cost for Service and Charge Methodology – POT 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	2019 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	\$XXX,XXX.XX

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

- a) NWSA staff will provide miscellaneous support services to POT if requested by POT. 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

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

Service Area and Department (Acct if appropriate)	Service Item (from list above)	Method of Charges	Basis for Charge	Hourly Rate, Fixed Percentage or Formula & Dept	2019 Budgeted Amount
	5.a	Fee for Service/Variable	Level of use monthly at agreed to rates	Agreed to when need for service is determined	\$XXX,XXX.XX

7) Service Level Expectations:

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 POT - 18 - Service Directive:
Additional Support Services as Needed**

- 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 Tacoma activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Tacoma 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
Example - Accounting	<i>Time Based</i>	<ul style="list-style-type: none"> - Days to complete monthly close - Days to complete quarterly close 	<ul style="list-style-type: none"> - X days - X days
Example - Finance	<i>Time Based</i>	Meet budget deadlines: <ul style="list-style-type: none"> - Complete Prelim Budget Document - Present Prelim Budget in Study Session - Present Final Budget to MM 	10/2/2018 10/30/2018 11/13/2018
Example - Treasury	<i>Management</i>	Maintain Cash on Hand consistent with policy	(input calculation here)
Example - Payroll	<i>Accuracy</i>	<ul style="list-style-type: none"> - # payments requiring manual intervention - Number of out of cycle payments 	____ pmts ____ pmts

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 –

b) POT –

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.