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

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

WHEREAS, the Port of Tacoma and the Port of Seattle have entered into an agreement to establish The Northwest Seaport Alliance pursuant to the following federal and state authorities: (1) the FMC Discussion Agreement, (2) an interlocal agreement with delegated powers exercised pursuant to the port joint powers statute (RCW 53.08.240) which expressly permits joint operation and investment outside of a port's district, (3) RCW 39.34.030, the state Interlocal Cooperation Act, and (4) pursuant to ESHB 1170, WA Session Laws of 2015-6, (Chapter 53.57 RCW), which authorizes the Ports to create a port development authority to use, operate and manage certain marine facilities jointly, to be known as the NWSA;

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

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

NOW, THEREFORE, the Parties agree as follows:

I. General Provisions for Support Services

A. Duration of this Agreement. Services to be provided under the terms of this Agreement will be provided during Calendar Year 2027. This Agreement and attached Service Directive exhibits are effective between January 1, 2027 and December 31, 2027. Subsequent Inter-Local Agreements for Support Services, if any, will be executed on an annual basis.

B. Services Provided. The NWSA and POS have agreed to provide support services to one another as defined in the Service Directive exhibits attached to this Agreement. Each Service Directive exhibit defines the scope of services, cost for services, charge methodology, and service level expectations for each service area to be provided. The NWSA and POS, in their respective sole discretion, may obtain the services under this Agreement from entities other than the Parties to this Agreement.

C. Communications. Each Service Directive exhibit identifies the contact people for the Parties that will coordinate the work for each service area. It is expected that the identified contact people will communicate frequently, to coordinate the work, to confirm that services are being provided in a manner that meets service level expectations, and to evaluate monthly financial performance of actual vs. projected spending.

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

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

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

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

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

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

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

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

II. Dispute Resolution

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

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

III. Notices

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

NWSA:	David Morrison, Chief Financial Officer PO Box 2985 Tacoma, WA 98401-2985 egaleno@portoftacoma.com
Port of Seattle:	Chris Wimsatt, Chief Financial Officer PO Box 1209 Seattle, WA 98111 Wimsatt.C@portseattle.org

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

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.

VI. Limits of Financial Obligations/Property ownership.

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

VII. Entire Agreement/Amendment

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

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

Northwest Seaport Alliance	Port of Seattle
John Wolfe Chief Executive Officer	Stephen P. Metruck Executive Director
Date _____	Date _____

Attached Support Service Directives for Calendar Year 2027
Support Service Agreement between NWSA and POS:

Exhibit 1 – Accounting, Finance, Treasury & Risk Management Support Services

Exhibit 2 – Legal and Public Records Support Services

Exhibit 3 – Information & Communication Technology and Security Support Services

Exhibit 4 – External Relations Support Services

Exhibit 5 – Portfolio Management Support Services

Exhibit 6 – Capital Development Support Services

Exhibit 7A – Port of Seattle Police Support Services

Exhibit 7B – Security Support Services

Exhibit 8 – Marine Maintenance Support Services

Exhibit 9 – Central Procurement Office Support Services

Exhibit 10 – Managing Member and Executive Support Services

Exhibit 11 – Pier 69 Facilities Management Support Services

Exhibit 12 – Environment and Sustainability Support Services

Exhibit 13 – Retired (previously used for Tribal Coordination)

Exhibit 14 – Labor Relations Support Services

Exhibit 15 – Additional Support Services as Needed

Exhibit 16 – Retired (previously used for Equity, Diversity and Inclusion)

Exhibit 17 – Municipal, County, and State Use of NWSA-Licensed Property

Exhibit 18 – North Harbor Customs and Border Patrol Facilities

EXHIBIT POS – 01

Service Directive for Accounting, Finance, Treasury, & Risk Management Support Services

by and between

Port of Seattle and The Northwest Seaport Alliance

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

1) Purpose:

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

2) Time period:

This agreement is for the calendar year 2027.

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

a) Accounting

i) Prebilling tasks (such as balancing, reconciliation, review of billing data) for activity-based billings. Billing the NWSA for direct and indirect charges.

ii) Accounts payable services for the NWSA for North Harbor activity, except for certain invoices managed by the NWSA using South Harbor resources.

iii) Project accounting services to support project delivery in the North Harbor 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 certain financial transactions associated with the NWSA:

(1) In conjunction with POT, provide information, resources and expertise to ensure The NWSA is in compliance with Generally Accepted Accounting Principles, Government Accounting Standards and specific Accounting policies as developed by the NWSA.

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

(3) Use tax (state) filing for items procured in North Harbor.

v) Grant accounting, administration, and project management services for NH federal and state grant programs.

b) Finance & Budget

i) Provide Operating Budget services to include:

(1) Partner with the NWSA and POS staff to compile North Harbor expense budget.

ii) Provide Financial Analysis Services to include:

(1) Business Development

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

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

(2) Policy

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

(3) Funding

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

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

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

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

c) Treasury

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

(1) Non routine banking services provided by POS to the NWSA, however, certain Accounting activities (see section 3, a, i, (1) and 3, a, ii) flow through POS main bank account.

ii) Provide Investment services, including but not limited to:

(1) Invest the working capital liquidity fund for North Harbor projects.

d) Risk Management

i) Provide risk management services to The NWSA for NWSA-licensed properties in King County and as requested. Scope includes negotiation/update of insurance policies; process claims; consult on risk management aspects of contracting.

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

Service Area and Department # (Acct if appropriate)	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage, Fixed Amount, or Formula	2027 Budgeted Amount[2]
Accounting					
AFR Core Services Dept# 2210	3.a.iv	Standard	Charge based on the standard allocation.	2.32%	$20,260
AFR Disbursements Dept# 2240	3.a.ii	Special	Based on support services and activities provided by staff to each operating division and NWSA.	2.00%	$52,402
AFR General Accounting Dept# 2260	3.a.iv	Standard	Charge based on the standard allocation.	2.32%	$73,103
AFR Capital Services Dept# 2290	3.a.iii & v	Special	Based on support services and activities provided by staff to each operating division and NWSA.	9.50%	$198,372
Finance					
Finance & Budget Dept# 2100	3.b.i-iii	Special	Based on estimated support services provided by each staff to each operating division and NWSA.	5.51%	$192,434
Maritime Finance & Budget Dept# 6210	3.b.i-iii	Special	Based on estimated support services provided by each staff to each operating division and NWSA.	11.11%	$222,003

[1] Method Options: Costs associated with support services will be charged to the Alliance as follows:

- Standard Fixed Percentage allocation – Set by Corporate F&B. Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project/Direct Charges – Charged to specific projects based on current procedures.
- Special Fixed Percentage allocation – Variable by department methodology but fixed for the year. Charges will be tracked and based on a fixed percentage as determined by the level of service.
- Flat/Fixed Amount – Charged as a fixed or flat amount agreed upon by all parties for the year.

[2] Amounts may include charges to other subclasses that allocate to NWSA. Preliminary budget amount – subject to final budget approval.

Environmental Finance Dept# 6211	3.b.i-iii	Special	Based on estimated support services provided by each staff to each operating division and NWSA.	1.67%	$18,496
Treasury	3.c.ii	Special	Investments: Based on NWSA funds % share of POS PIF		Included in the cost allocation for Dept 2100
		Special	Banking: see Accounting/AFR Revenue and AFR Disbursements, 3, a, i and 3, a, ii, respectively		Included in the cost allocation for Dept 2100
Risk Management					
Risk Management Dept# 1330	3.d.i	Standard	Charge based on the standard allocation.		
Insurance Dept# 1335	3.d.i	Direct Charge	NWSA Insurance Premium		$923,191
Insurance Dept# 1335	3.d.i	Direct Charge	Property & Liability Broker Contract		$1,223

5) <u>Scope of Services to be provided by The NWSA to POS</u>

a) None.

6) <u>Cost for Service and Charge Methodology – The NWSA to POS</u>

a) None.

7) <u>Service Level Expectations</u>:

a) Before January 1, 2027, 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 Seattle activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Seattle and The Northwest Seaport Alliance have identified activities critical to meeting The NWSA's business requirements and have agreed upon how these activities will be assessed.

Service Area	Type of Measure[3]	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target
Accounting – Accounts Payable	Management	1. Public works contracts paid within statutory period. 2. Open payables over 60 days 3. Rec'd not invoiced report reconciled weekly	1. 100% 2. $0 3. Resolved within 1 month
Accounting – Projects	Accuracy	1. Project costs accurately reflected in the project subledger and reconciles to GL. 2. Project reviewed and analyzed for capital vs. expense accounting before spending begins, provided timely and complete Asset Plans are submitted to POS Accounting by the project management groups. 3. Project costing information provided monthly.	1. 100% 2. 100% 3. 10th bus day
Accounting - General	Time Based	1. Monthly Fin'l package avail a. NH GL data avail b. Cashflow avail	1. 13th bus day a. 10th bus day b. 11th bus day

[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

		2. Annual audited financial statements avail.	2. April 30th
Accounting – Grants	Accuracy	1. Audit Findings	1. 0
Finance – Budget	Time Based	1. Provide North Harbor budget information by agreed upon dates	1. (date updated annually)
Finance – Financial Analysis	Time Based	1. Provide timely response and feedback regarding NWSA analyses, policies, or procedures.	1. Timely
Treasury – Investments	Management	1. Maintain investments consistent with investment guidelines, prioritizing Safety, Liquidity and Return of Principle, in that order.	1. 100% compliance

8) <u>Primary Contacts</u>:

a) NWSA – David Morrison

b) POS – Chris Wimsatt

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

EXHIBIT POS - 02

Service Directive for Legal Services

by and between

Port of Seattle and The Northwest Seaport Alliance

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

1. **Purpose:**

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

2. **Time period:**

   This agreement is for calendar year 2027.

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

   a) Legal Services

      i) Provide legal services to The NWSA associated with NWSA-licensed properties, contracts, projects managed in the North Harbor. Coordinate with NWSA legal support and outside counsel. The major areas POS attorneys will possibly cover include: public works, construction, land use, and environmental matters for the NWSA.

      ii) Provide legal services for project-specific environmental matters, litigation, specific claims, focused contract negotiations, etc.

      iii) In collaboration with NWSA in-house counsel, assist in coordinating services of outside counsel as appropriate.

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

Service Area and Department # (Acct if appropriate)	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage, Fixed Amount, or Formula	2027 Budgeted Amount[2]
Attorney Services Dept# 1310	3.a.i-iii	Standard	Charge based on the standard allocation.	2.0%	$128,745
		Direct Charge	Any outside legal services charged through Port of Seattle		

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

a) None.

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

a) None.

7. Service Level Expectations:

a) To Be Determined.

b) Performance Measures and Metrics:

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

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

[1] Method Options: Costs associated with support services will be charged to the Alliance as follows:
- Standard Fixed Percentage allocation – Set by Corporate F&B. Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project/Direct Charges – Charged to specific projects based on current procedures.
- Special Fixed Percentage allocation – Variable by department methodology but fixed for the year. Charges will be tracked and based on a fixed percentage as determined by the level of service.
- Flat/Fixed Amount – Charged as a fixed or flat amount agreed upon by all parties for the year.

[2] Amounts may include charges to other subclasses that allocate to NWSA. Preliminary budget amount – subject to final budget approval.

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. <u>Primary Contacts</u>:

a) NWSA – Dana Henderson

b) POS – Pete Ramels

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

[3] Type of Measure Options:

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

EXHIBIT POS - 03

Service Directive for Information & Communication Technology and Security Support Services

by and between

Port of Seattle and The Northwest Seaport Alliance

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

1) Purpose:

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

2) Time period:

This agreement is for calendar year 2027.

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

a) Information Technology

i) Provide technology for the POS support service groups that will be providing services to the NWSA. This may include (but is not limited to): MAXIMO, CAD, Police Systems (including 911 dispatch), Financial Systems, Project Delivery System, Construction Document Management System, Contractor Management Systems, Debt Management System, Emergency Communications, Engineering Archives, Access Control ID Badge, and GIS, as well as PC, desktop software and technology infrastructure support for those groups that are providing support to the NWSA.

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

b) Information Security

i) Provide cyber security protection, detection, and response services and business continuity and disaster recovery programs for the POS support service groups that will be providing services to the NWSA. This may include (but is not limited to): MAXIMO, CAD, Police Systems (including 911 dispatch), Financial Systems, Project Delivery System, Construction Document Management System, Contractor Management Systems, Debt Management System, Emergency Communications, Engineering Archives, Access Control ID Badge, and GIS, as well as PC, desktop software and technology infrastructure support for those groups that are providing support to the NWSA.

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

Service Area and Department # (Acct if appropriate)	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage, Fixed Amount, or Formula	2027 Budgeted Amount[2]
Indirect Technology Support. Charges for POS service providers using technology while working for NWSA. Dept# 1910	3.a.i	Special. ICT costs allocated to subclasses of POS service groups which are then reallocated to NWSA as appropriate.	POS PC Counts for Infrastructure, PC Support and Service Desk. Systems Support Costs for Business Applications.	2.5%	$301,640
Dept# 1936		Special.	See above.	1.8%	$130,464
Dept# 1970		Special.	See above.	2.8%	$411,561
Direct Support Dept# 1910	3.a.ii	Direct Charge	Service requests or additional equipment requested from NWSA staff for miscellaneous IT services while they are at P69, or accessing Port of Seattle systems.	Time and materials	
Indirect Information Security Support. Charges for POS service providers while working for NWSA. Dept #1980	3.b.i	Special. Costs are allocated to subclasses of POS service groups which are then reallocated to NWSA as appropriate.	POS PC Counts	2.7%	$147,324

[1] Method Options: Costs associated with support services will be charged to the Alliance as follows:
- Standard Fixed Percentage allocation – Set by Corporate F&B. Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project/Direct Charges – Charged to specific projects based on current procedures.
- Special Fixed Percentage allocation – Variable by department methodology but fixed for the year. Charges will be tracked and based on a fixed percentage as determined by the level of service.
- Flat/Fixed Amount – Charged as a fixed or flat amount agreed upon by all parties for the year.

[2] Amounts may include charges to other subclasses that allocate to NWSA. Preliminary budget amount – subject to final budget approval.

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

a) None.

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

a) None.

7) Service Level Expectations:

a) To Be Determined

b) Performance Measures and Metrics:

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

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

8) Primary Contacts:

a) NWSA – David Morrison

b) POS Information Technology – Matt Breed / Krista Sadler

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

[3] Type of Measure Options:

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

EXHIBIT POS - 04

Service Directive for External Relations Support Services

by and between

Port of Seattle and The Northwest Seaport Alliance

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

1) **Purpose:**

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

2) **Time period:**

This agreement is for calendar year 2027.

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

a) Government Relations
   i) Represents the NWSA's legislative and transportation planning interests with local officials and staff and tribal governments in King County in collaboration with NWSA Government Affairs and Planning staff.

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

c) Communications
   i) Helps represent the NWSA to media.

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

Service Area and Department # (Acct if appropriate)	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage, Fixed Amount, or Formula	2027 Budgeted Amount[2]
External Relations Dept# 1420	3.a	Fixed Amount	External Relations will provide services to The Northwest Seaport Alliance (NWSA) on issues and projects where the unique knowledge, capabilities and relationships of the POS homeport staff are essential to advancing NWSA business priorities and the Port of Seattle's Century Agenda objectives. The cost allocation is based on the estimated staff time supporting each operating division and the NWSA.		$110,000

[1] Method Options: Costs associated with support services will be charged to the Alliance as follows:
- Standard Fixed Percentage allocation – Set by Corporate F&B. Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project/Direct Charges – Charged to specific projects based on current procedures.
- Special Fixed Percentage allocation – Variable by department methodology but fixed for the year. Charges will be tracked and based on a fixed percentage as determined by the level of service.
- Flat/Fixed Amount – Charged as a fixed or flat amount agreed upon by all parties for the year.

[2] Preliminary budget amount – subject to final budget approval.

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

   a) None.

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

   a) None.

7) **Service Level Expectations:**

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

   b) Performance Measures and Metrics:

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

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

Service Area	Type of Measure[3]	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target
Government Relations	Management	Develop annual legislative agenda for MM to approve and make sufficient progress toward achieving goals within.	Sufficient Progress
Community Relations	Management	Develop annual community outreach plan and make sufficient progress toward achieving goals within. NWSA staff will serve as the lead for the NWSA Annual Breakfast as well as any unplanned NWSA events in the North harbor.	Sufficient Progress

[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

Communications	Management	Assist in response to media requests in timely and professional manner. The POS maritime media officer will work alongside NWSA Communications on issues residing in the North harbor. POS staff will provide maritime clips to all commissioners and appropriate staff.	Timely

8) **Primary Contacts:**

a) NWSA – Ryan McFarland/Melanie Stambaugh Babst/Lindsay Wolpa

b) POS – Pearse Edwards

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. Port of Seattle Government Relations staff performing transportation planning service also will coordinate directly with NWSA's Senior Planning Manager, as appropriate.

EXHIBIT POS - 05

Service Directive for Portfolio Management Support Services

by and between

Port of Seattle and The Northwest Seaport Alliance

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

1) Purpose:

The purpose of this exhibit is to identify the services provided by and between the Port of Seattle and The Northwest Seaport Alliance with regard to the Support Services listed above. 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 the calendar year 2027.

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

a) Utility, Street Use Permit & Miscellaneous Charges:

i) For NWSA-licensed properties in King County, POS staff will coordinate with utility billing/invoicing, and current routine reporting for accounts that may not be put in the NWSA's name and must remain in the name of the property owner. Such accounts include but are not limited to street use permits, King County noxious weed, and environmental charges associated with property taxes, water, and sewer accounts.

ii) For NWSA-licensed properties in King County, for utility meters and sub-meters managed by POS but also servicing NWSA licensed property, POS staff will read meters and provide tenant and/or NWSA reimbursements as necessary.

iii) Additional utility administration to include, calculate utility rates including service charges and communicate revised rates to the NWSA; assistance with utility account transitions and on-going utility account coordination; upon receipt of electronic copy of any new NWSA lease, license agreement or amendment, set-up or amend the Stormwater utility billing to be direct billed by the POS Stormwater Utility to NWSA tenants.

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

a) Utility and Lease and Data Reporting Services:

i) Provide electronic copies of all NWSA leases, license agreements and their amendments to POS to set-up or revise stormwater billing rules and collection assistance for delinquent stormwater utility accounts servicing NWSA tenants.

ii) Provide utility account information to POS upon request for purposes of, but not limited to, calculating annual rates, tracking property accounts and any utility data required for energy management reporting as necessary and assistance with utility account transitions and on-going utility account coordination.

iii) Provide cargo reporting services related to the POS grain terminal lease billing terms and conditions including monthly tracking and reporting of actual grain volumes by vessel reported to POS and research on crop and trade assumptions used for forecasting.

b) Third-party Agreements:

i) Provide management of NWSA third-party agreements located within the Terminal 46 POS premises.

Note: these services are not new and have been ongoing since the inception of the NWSA.

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

There shall be no charge for the services contemplated in this Service Directive. POS and NWSA agree that the scope of services provided to each entity is of comparable time and value. Therefore, POS and NWSA will exchange these services in lieu of a monetary cost.

6) Service Level Expectations:

a) Timely and accurate.

b) Performance Measures and Metrics:

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

Measurements of the Port of Seattle activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Seattle and 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
Utilities and Lease Administration	Time-Based	Utility providers, SDOT and tax related fees are paid in a timely manner. Rate changes are provided to the NWSA in a timely manner.	N/A
Cargo Volume Reporting, Utilities, Lease Management	Time-Based	Provide reports relied upon by POS to confirm budget, billings and utility data. Lease Management of NWSA third-party Agreements. Agreements and utility documentation transmitted to the POS in a timely manner.	N/A

7) Primary Contacts:

a) NWSA – Jim Vo, Sr. Director Real Estate Asset Management; Tong Zhu, Chief Commercial & Strategy Officer

b) POS – Jennifer Maietta, Director Real Estate Asset Management

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 POS - 06

Service Directive for Capital Development Support Services

by and between

Port of Seattle and The Northwest Seaport Alliance

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

1) Purpose:

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

2) Time period:

This agreement is for calendar year 2027.

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

a) Engineering (ENG) (Design, Construction Management, Survey)

i) POS staff may support The NWSA with engineering services for projects in King County. Services include Engineering Design, Tenant Improvement Request reviews, Construction Management & Construction Labor/Workforce, Construction Safety, Survey, Mapping & Utility Locating, and support for professional and public works contract procurement and execution of change orders. POS staff may also support NWSA owner/facilities needs and functions for properties in King County, including tasks such as condition assessments, facility evaluations, and other infrastructure-supporting work.

b) Port Construction Services (PCS)

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

c) Waterfront Project Management (WPMG)

i) POS staff may support The NWSA with project delivery and program management for NWSA projects in King County. Services for projects start with capital planning and budgeting of new projects. WPMG project delivery processes include the following phases: initiation, planning, design, execution, any grant related work, grant administration, and closeout.

d) POS staff will provide capital development and project delivery services in accordance with the Memorandum of Understanding between Port of Seattle and Northwest Seaport Alliance for Project Delivery Services (attached to this Exhibit). The Memorandum of Understanding between Port of Seattle and Northwest Seaport Alliance for Project Delivery Services will be reviewed annually as part of this Inter-Local Agreement Exhibit.

e) When an emergency is declared by the NWSA for Licensed Property in King County pursuant to RCW 39.04.280, POS staff will concurrently initiate a Homeport emergency declaration, follow the POS Emergency Contracting Guidelines, and provide support services for the emergency to NWSA.

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

Service Area and Department # (Acct if appropriate)	**Service Item** (from list above)	**Method of Charges**[1]	**Basis for Charge**	**Hourly Rate, Fixed Percentage, Fixed Amount, or Formula**	**2027 Budgeted Amount**[2]
Engineering Dept# O1600	3.a	Project Charge / Direct Charge (no project number)	Expense Projects & Project Costing overhead Service requests for miscellaneous services such as facility evaluations and assessments, business planning support, field survey, mapping and utility locate, Tenant Improvement submittal reviews and unexpected permit support	Hourly Rate/Time and materials	$472,154

[1] Method Options: Costs associated with support services will be charged to the Alliance as follows:
- Standard Fixed Percentage allocation – Set by Corporate F&B. Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project/Direct Charges – Charged to specific projects based on current procedures.
- Special Fixed Percentage allocation – Variable by department methodology but fixed for the year. Charges will be tracked and based on a fixed percentage as determined by the level of service.
- Flat/Fixed Amount – Charged as a fixed or flat amount agreed upon by all parties for the year.

[2] Amounts may include charges to other subclasses that allocate to NWSA. Preliminary budget amount – subject to final budget approval.

	3.a	Special	Based on support services and activities provided by staff to each operating division and NWSA.	5.55%	$371,948
Port Construction Services Dept# 1700	3.b	Project Charge	Expense Projects, Direct Charge & Project Costing overhead	Time and materials	
	3.b	Special	Based on support services and activities provided by staff to each operating division and NWSA.	5%	$180,324
PCS Direct Support Dept# 1700	3.a	Direct Charge	Service requests for miscellaneous services such as Tenant Improvement submittal reviews and unexpected permit support.	Time and materials	
Waterfront Project Management Dept# 6260	3.c	Project Charge / Direct Charge (no project number)	Expense Projects and Direct Charges & Direct Charge Markup Exp. Service requests for miscellaneous services such as Tenant Improvement submittal reviews and unexpected permit and capital/business planning support.	Time and materials	$$1,652,811
	3.c	Special	Based on support services and activities provided by staff to each operating division and NWSA.	37.91%	$814,528

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

5) <u>Scope of Services to be provided by The NWSA to POS</u>

a) None

6) <u>Cost for Service and Charge Methodology – NWSA to POS</u>

a) None.

7) Service Level Expectations:

a) Will provide any necessary services to the NWSA.

b) NWSA staff will abide by the Memorandum of Understanding between Port of Seattle and Northwest Seaport Alliance for Project Delivery Services in supporting overall delivery of projects and programs.

c) Approval: All services provided by POS for the NWSA shall be approved and authorized by the NWSA. The NWSA Master Policy is the controlling document for authorization of projects.

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

Service Area	Type of Measure[3]	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target
Conformance with appropriate and applicable policies and procedures	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

[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

Budget	Accuracy	Projects are completed within authorized amounts	Project spending does not exceed current authorization
Schedule	Accuracy	Work is delivered on time	Schedules are developed and agreed to by all parties

8) <u>Primary Contacts:</u>

a) NWSA – Thais Howard

b) POS:

i) Engineering – Janice Zahn & Heather Munden
ii) Project Management – Genevieve Pla-Rucki
iii) Port Construction Services – Jermaine Murray & Christopher Clemetson

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

EXHIBIT POS – 07A

Service Directive for Port of Seattle Police Support Services

by and between

Port of Seattle and The Northwest Seaport Alliance

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

1) **Purpose:**

The purpose of this exhibit is to identify the services provided by the Port of Seattle with regard to Support Services listed above for The Northwest Seaport Alliance. This exhibit defines the mutually agreed upon scope of sevices, 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 2027.

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

a) Port of Seattle Police

i) The NWSA will contract with POS Port Police for services at NWSA-licensed properties in King County as well as NWSA Mitigation Parks, which includes:

(1) Terminals

(a) Terminal 5
(b) Terminal 10
(c) Terminal 18
(d) Terminal 25
(e) Terminal 30
(f) Terminal 46
(g) Terminal 103
(h) Terminal 104
(i) Terminal 105
(j) Terminal 106
(k) Terminal 107
(l) Terminal 108
(m) Terminal 115

(2) Mitigation Parks

(a) Jack Block Park
(b) Jack Perry Park

(c) SW Spokane Noise Wall
(d) Harbor Ave Berm
(e) Turning Basin 3
(f) 8th Ave South Park
(g) Terminal 18 Park
(h) Terminal 105 Park
(i) Terminal 107 Park

ii) Services include, but are not limited to:
(1) General Patrol
(2) Traffic Management
(3) Incident Response
(4) Crowd Management
(5) Community Participation
(6) Itinerant trespassing

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

Service Area and Department # (Acct if appropriate)	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage, Fixed Amount, or Formula	2027 Budgeted Amount[2]
Police Dept# 4300	3.a	Special	Total hours split between time spent for AV or Seaport units from the Police scheduling system. Seaport calls/services are then categorized by either Maritime or NWSA properties from data provided by Police CAD system from July 2024 through June 2025.	5.96%	$2,940,845

[1] Method Options: Costs associated with support services will be charged to the Alliance as follows:
- Standard Fixed Percentage allocation – Set by Corporate F&B. Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project/Direct Charges – Charged to specific projects based on current procedures.
- Special Fixed Percentage allocation – Variable by department methodology but fixed for the year. Charges will be tracked and based on a fixed percentage as determined by the level of service.
- Flat/Fixed Amount – Charged as a fixed or flat amount agreed upon by all parties for the year

[2] Preliminary budget amount – subject to final budget approval.

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

   a) None.

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

   a) None.

7) **Service Level Expectations:**

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

   b) Performance Measures and Metrics:

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

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

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

8) **Primary Contacts:**

   a) NWSA – Don Esterbrook

   b) POS – Michael Villa, Sean Gillebo

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

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

EXHIBIT POS – 7B

Service Directive for Security Support Services

by and between

Port of Seattle and The Northwest Seaport Alliance

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Seattle (POS) and The Northwest Seaport Alliance (NWSA) for Calendar Year 2027.

1) Purpose:

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

2) Time period:

This agreement is for calendar year 2027.

3) Scope of Services and Costs for Service:

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

i. POS will manage contract security services as needed at NWSA-licensed properties in King County. Those contract security charges will be billed to NWSA.

ii. Maintain compliance with the Maritime Transportation Security Act (MTSA) at all properties.

iii. Maintain security personnel services for properties to provide for the protection of the asset from theft, vandalism, and other criminal activities.

iv. 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.

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

vi. Maintain liaison with Federal, State, County, City and other governmental and law enforcement agencies for legal/regulatory compliance and emergency management, to include act as representative for Maritime Security Committees.

vii. Maintain the ability of the facilities to communicate effectively on the Port of Seattle Radio System through radios provide by the Port of Seattle and operated through a

Memorandum of Agreement with the tenants as part of the emergency management and security program.

viii. Coordinate drills and exercises of security plans and emergency management activities with all Port of Seattle Maritime Properties and the appropriate federal, state, and local authorities in order to maintain regulatory/legal requirements and operational readiness.

ix. Represent the Port of Seattle and all Maritime properties and activities at the U.S. Coast Guard Area Maritime Security Committee.

x. Represent Washington State Public Ports on the Puget Sound Harbor Safety Committee.

xi. Where appropriate, maintain Port of Seattle access control program and infrastructure for access to facilities in compliance with U.S. Coast Guard regulations.

xii. Where appropriate, maintain Port of Seattle video surveillance program and infrastructure for video surveillance of Port of Seattle properties.

xiii. Maintain Port of Seattle 24 hour a day, 7 day a week Duty Officer response telephone number for security and emergencies (206) 787-3688.

xiv. Where appropriate, provide safety, security and emergency management training for Port of Seattle personnel, contractors, vendors, and tenants.

xv. Where appropriate, maintain the Port of Seattle TWIC program for maritime facilities.

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

Service Area and Department # (Acct if appropriate)	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage, Fixed Amount, or Formula	2027 Budgeted Amount[2]
Contract Security Services (Maritime Security) Dept# 6910	3.a	Direct Charges	Budget/Actual expenditures for contract security at NWSA-licensed properties (T30, T46).		$1,334,488
	3.a	Special	Variable Driven Charge allocation for department expense	29.15%	$518,948
Dept# 6910	3.b	Special (passthrough 6114)	Security for NWSA Mitigation Parks	100%	$78,319

[1] Method Options: Costs associated with support services will be charged to the Alliance as follows:
- Standard Fixed Percentage allocation – Set by Corporate F&B. Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project/Direct Charges – Charged to specific projects based on current procedures.
- Special Fixed Percentage allocation – Variable by department methodology but fixed for the year. Charges will be tracked and based on a fixed percentage as determined by the level of service.
- Flat/Fixed Amount – Charged as a fixed or flat amount agreed upon by all parties for the year.

[2] Amounts may include charges to other subclasses that allocate to NWSA. Preliminary budget amount – subject to final budget approval.

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

a) Contract security guard services at Terminals 30 and 46 to provide for perimeter security, deterrence of theft, vandalism, criminal activity in the preservation of the value of the asset, and compliance with USCG MTSA requirements.

b) Contract security guard services at other NWSA facilities not occupied by a tenant to prevent theft, vandalism, and criminal activity in the preservation of the value of the asset, and compliance with USCG MTSA requirements as applicable.

6) Service Level Expectations:

a) Monthly billing statements for security personnel to be provided by the Port of Seattle Maritime Security program to the NWSA for services provided.

b) The Port of Seattle provides 24 hour a day, 7 days a week security and emergency response via the Maritime Duty Officer telephone number (206) 787-3688.

c) Other service level expectations to be determined as needed.

7) Primary Contacts:

a) NWSA – Don Esterbrook

b) POS – Russ Read

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

EXHIBIT POS - 08

Service Directive for Marine Maintenance and Waterfront Facilities Support Services

by and between

Port of Seattle and The Northwest Seaport Alliance

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

1) Purpose:

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

2) Time period:

This agreement is for calendar year 2027.

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

a) Waterfront Facilities

i) The NWSA will contract with Waterfront Facilities to manage maintenance services performed by Marine Maintenance and provide facility and infrastructure asset management support at NWSA license properties in King County.

ii) Other to be determined.

b) Marine Maintenance: POS Vehicle Use by NWSA Approved Staff

i) The NWSA shall indemnify the Port of Seattle for all damages, claims, or injuries resulting from the use of a Port vehicle. The Port self-insures its fleet for liability (damages for property or bodily injury we owe to an injured party) and physical damage to the fleet. All damages, whether to the vehicle itself or paid to an injured third party - that result from when a NWSA driver is using a Port vehicle, shall be indemnified back to the Port, by the NWSA. If a third-party driver (not the NWSA driver) is liable for damages to the Port (i.e. Port is injured party), the Port will recover damages that it's owed from the liable third party to the extent possible. However, any damages not recovered will be reimbursed to the Port from the NWSA. The Port recognizes that the NWSA has vehicle or auto insurance however that insurance applies on an excess basis to all vehicles other than those owned by the NWSA. The vehicles who NWSA will be driving are Port owned and self-insured by the Port. However, regardless of whether the NWSA has insurance that applies to

pay for damages, it's the responsibility of the NWSA to indemnify the Port for any and all damages incurred while a NWSA driver is driving a Port vehicle. The lack of insurance or an exclusion in a NWSA auto/vehicle policy of insurance does not override the NWSA's responsibility to pay for all damages that result from use of a Port vehicle.

ii) All NWSA staff who operate POS vehicles assigned to Terminal 46 shall meet the following criteria and conform to the following processes. NWSA drivers shall:

(1) Have passed scrutiny of the POS Risk Management department (Driving Abstract, EX-14 read and sign) prior to using POS vehicles.

(2) Maintain a valid Washington State driver license.

(3) Notify POS Risk Management and POS Marine Maintenance Fleet and Transportation Manager in the event of any collision, vandalism/damage, or any moving or parking violations, as they occur.

(4) Use POS vehicles only for NWSA business purposes, no personal use is permitted.

(5) Not use POS vehicles overnight, out of state, or park overnight anywhere other than Terminal 46 without prior written approval by POS Risk Management.

(6) Log every use of POS vehicles, and provide those logs to the MM Fleet and Transportation Manager monthly.

(7) Report any vehicle defects immediately to the MM Fleet and Transportation Manager or their identified support staff.

(8) Not operate any POS vehicle that is suspected of having a mechanical or safety issue, or that has warning lights illuminated in the dashboard.

(9) Not loan POS vehicles to contractors, sub-contractors, interns, or other staff who have not been approved to operate POS vehicles by POS Risk Management.

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

Service Area and Department # (Acct if appropriate)	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage, Fixed Amount or Formula	2027 Budgeted Amount[2]
Waterfront Facilities Dept# 6251	3.a	Project Charge / Direct Charge (no project number)	Manage maintenance services performed by Marine Maintenance. Provide facility and infrastructure asset management support	Time and materials	$202,570
Waterfront Facilities Dept# 6251	3.a	Special	Based on support services and activities provided by staff to each operating division and NWSA.	5.17%	$117,348
Marine Maintenance Dept# 6280	3.a	Project Charges	Project and other work as budgeted in 2027 Operating Budget. Actual charges will be for actual projects and work performed.		$1,813,956
	3.a	Special	To be based on historical 5Y proportion of actual spending of work performed for NWSA, Maritime, Stormwater, and Economic Development Divisions.	13.22%	$3,642,761

[1] Method Options: Costs associated with support services will be charged to the Alliance as follows:
- Standard Fixed Percentage allocation – Set by Corporate F&B. Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project/Direct Charges – Charged to specific projects based on current procedures.
- Special Fixed Percentage allocation – Variable by department methodology but fixed for the year. Charges will be tracked and based on a fixed percentage as determined by the level of service.
- Flat/Fixed Amount – Charged as a fixed or flat amount agreed upon by all parties for the year.

[2] Amounts may include charges to other subclasses that allocate to NWSA. Preliminary budget amount – subject to final budget approval.

NWSA Mitigation Parks Dept# 6114	3.a	Special	Project and other work as budgeted in 2027 Operating Budget. Actual charges will be for actual projects and work performed.		

Scope of Services to be provided by The NWSA to POS

a) None.

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

a) None.

6) Service Level Expectations:

a) To be determined.

b) Performance Measures and Metrics:

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

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

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

[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

7) <u>Primary Contacts</u>:

a) NWSA – Don Esterbrook

b) POS – Shannon Zink (Facilities) and Presley Morrissey (Marine Maintenance)

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

EXHIBIT POS - 09

Service Directive for Central Procurement Office Support Services

by and between

Port of Seattle and The Northwest Seaport Alliance

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

1) **Purpose:**

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

2) **Time period:**

This agreement is for calendar year 2027.

3) **Scope of Services to be provided by POS to The NWSA in the North Harbor**

a) Central Procurement

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

ii) The NWSA Chief Executive Officer delegates authority to Port of Seattle's Director of Central Procurement Office to execute contracts, change orders, work authorizations, service directives, and Job Order Contract Work Orders on behalf of and as an agent for NWSA for NWSA contracts managed by Port of Seattle staff. The NWSA Delegation of Authority Master Policy applies to all NWSA contracts and projects, including any NWSA contract managed by Port of Seattle staff.

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

Service Area and Department # (Acct if appropriate)	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage Fixed Amount, or Formula	2027 Budgeted Amount[2]
CPO Construction (purchasing/consulting if related to projects) Dept# 1680	3.a	Standard	Use Project Costing Charge first. The vast amount of our work is Capital with some Expense.	2.32%	$16,087
Central Procurement Office Dept# 9205	3.a	Standard	Charge based on the standard allocation.	2.32%	$182,022

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

The NWSA may use South Harbor procurement and contract capability if the NWSA requires work (as defined in Exhibit POS-06) to be managed by the NWSA, subject to the following:

a) The contract value, including option years, must not exceed $1,000,000 for North harbor specific work.
b) This does not apply to projects managed by POS staff.

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

a) None.

7) **Service Level Expectations:**

[1] Method Options: Costs associated with support services will be charged to the Alliance as follows:
- Standard Fixed Percentage allocation – Set by Corporate F&B. Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project/Direct Charges – Charged to specific projects based on current procedures.
- Special Fixed Percentage allocation – Variable by department methodology but fixed for the year. Charges will be tracked and based on a fixed percentage as determined by the level of service.
- Flat/Fixed Amount – Charged as a fixed or flat amount agreed upon by all parties for the year.

[2] Amounts may include charges to other subclasses that allocate to NWSA. Preliminary budget amount – subject to final budget approval.

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

b) Performance Measures and Metrics:

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

Measurements of the Port of Seattle activities are critical to improving services and are **the basis for cost recovery** for services provided. The Port of Seattle and 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
Services (includes Professional, Personal, and Purchased services as well as the purchase of goods related to Public Works Projects		Provide services related to Public Works based on a mutually agreed upon schedule where staffing availability, existing contracts, and procurement efficiencies can be realized in both Harbors regarding Alliance initiatives impacting both Harbors.	Meet mutually agreed upon schedule 80% of the time.
Services (includes Professional, Personal, and Purchased services as well as the purchase of goods)		Provide services based on a mutually agreed upon schedule where staffing availability, existing contracts, and procurement efficiencies can be realized in both Harbors. This does not include normal MRO and routine warehouse stock replenishment conducted by Storekeepers and Maintenance staff.	Meet mutually agreed upon schedule 80% of the time.

[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

Public Works Contracts		Provide Public Works based on a mutually agreed schedule. Construction will remain the responsibility of the Home Port unless work is managed by the NWSA.	Meet mutually agreed upon schedule 80% of the time.

8) **Primary Contacts:**

a) NWSA – David Morrison

b) POS – Sofia Mayo

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

EXHIBIT POS - 10

Service Directive for Managing Member/Commission Support Services

by and between

Port of Seattle and The Northwest Seaport Alliance

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

1) Purpose:

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

2) Time period:

This agreement is for the calendar year 2027.

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

a) Managing Member/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. POS will provide the NWSA with use of the commission chambers, conference center, and common use space at Pier 69 and the Airport for Managing Member meetings at no cost. This will include providing parking access for Managing Member Meetings.

iii) Oversee The Northwest Seaport Alliance Charter and other formation documents.
(1) Costs include commission salary, benefits, and major community memberships.

iv) Commission travel for NWSA business will be included in the NWSA Commission Department budget and actuals.

v) POS Commission staff will coordinate closely with NWSA staff to provide support for NWSA Managing Member meeting coordination.

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

b) NWSA specific travel

i) Commission travel for NWSA business not paid for directly by the NWSA will be direct charged to the NWSA.

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

Service Area and Department (Acct if appropriate)	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage, Fixed Amount or Formula	2027 Budgeted Amount[2]
Commission Office Dept #1200	3.a	Fixed Amount	Based upon agreed amount of $250,000 per year.		$250,000
	3.b	Direct	NWSA specific travel expenses paid by NWSA	Actual	

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

a) None.

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

a) None.

[1] Method Options: Costs associated with support services will be charged to the Alliance as follows:
- Standard Fixed Percentage allocation – Set by Corporate F&B. Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project/Direct Charges – Charged to specific projects based on current procedures.
- Special Fixed Percentage allocation – Variable by department methodology but fixed for the year. Charges will be tracked and based on a fixed percentage as determined by the level of service.
- Flat/Fixed Amount – Charged as a fixed or flat amount agreed upon by all parties for the year.

[2] Amounts may include charges to other subclasses that allocate to NWSA. Preliminary budget amount – subject to final budget approval.

7) Service Level Expectations:

a) Will provide any necessary services to the NWSA.

b) Performance Measures and Metrics:

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

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

Service Area	Type of Measure[3]	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target
Managing Member Support	Other	Managing Member administrative support such as calendaring, briefings, materials dissemination, travel, policy and media coordination.	Weekly coordination
Managing Member – Meeting Frequency	Other	Managing Member shall meet at least quarterly and may hold executive sessions to oversee the business of the PDA, set policy and strategic direction for the NWSA.	At least Quarterly
Managing Member – Compliance	Other	Managing Member will carry out the provisions of the PDA in RCW 53.08 and RCW 42.30.	100% compliance
Managing Member – Meeting Attendance	Other	Three or more commissioners from each homeport present at Managing Member meetings.	100% of MM Meetings

[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 – Leilani Berinobis

b) POS – Aaron Pritchard

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

EXHIBIT POS - 11

Service Directive for Pier 69 Facilities Management Support Services

by and between

Port of Seattle and The Northwest Seaport Alliance

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

1) Purpose:

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

2) Time period:

This agreement is for the calendar year 2027.

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

a) Pier 69 Facilities Management

i) POS will provide fully serviced office space, conference space and common use space for those POS service groups housed at Pier 69 that provide services to NWSA. POS will provide three (3) hotel desks at Pier 69 for occasional use by NWSA staff.

ii) POS will provide the NWSA with use of the commission chambers, conference center, and common use space at Pier 69.

iii) POS will provide NWSA employees visiting Pier 69 with parking access at the Bell Street Garage.

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

Service Area and Department # (Acct if appropriate)	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage, Fixed Amount, or Formula	2027 Budgeted Amount[2]
Pier 69 Facilities Management Dept #2510	3.a	Special	Allocation based on corporate allocations for some larger departments, and default corporate allocations for others, of office space occupied by Central Services groups. Allocation based on operating and maintenance cost only, not capital improvements.	4.35%	$81,972

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

a) None.

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

a) None.

7) Service Level Expectations:

a) Pier 69 Facilities Management will provide NWSA with the same high level of service it provides to the POS.

b) POS employees and NWSA employees visiting Pier 69 will be subject to the same policies and procedures with respect to requesting and receiving facility management services.

[1] Method Options: Costs associated with support services will be charged to the Alliance as follows:
- Standard Fixed Percentage allocation – Set by Corporate F&B. Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project/Direct Charges – Charged to specific projects based on current procedures.
- Special Fixed Percentage allocation – Variable by department methodology but fixed for the year. Charges will be tracked and based on a fixed percentage as determined by the level of service.
- Flat/Fixed Amount – Charged as a fixed or flat amount agreed upon by all parties for the year.

[2] Amounts may include charges to other subclasses that allocate to NWSA. Preliminary budget amount – subject to final budget approval.

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

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

8) Primary Contacts:

a) NWSA – David Morrison

b) POS – Teresa Cook / Susie Archuleta

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

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

EXHIBIT POS - 12

Service Directive for Environmental Services & Planning Support Services

by and between

Port of Seattle and The Northwest Seaport Alliance

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

1) **Purpose:**

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

2) **Time period:**

This agreement is for calendar year 2027.

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

a) Environmental Services Administration

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

b) Environment, Planning & Sustainability Services

Core Services to be provided by POS to NWSA

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

i) Programmatic permit development and administration: Develop and secure programmatic permits that benefit NWSA projects. These include programmatic permits for pile systems repair and maintenance, shoreline stabilization, maintenance dredging, stormwater outfalls, etc.

ii) General compliance: Prepare required permit compliance manuals and establish protocol and triggers for project reporting. Maintain SharePoint workflows and Permit Compliance Tracking System (LocusTech).

iii) SEPA administration (lead agency): Provide administration to run SEPA and NEPA review for capital and expense projects (billed time to each project) and at the request of a NWSA for tenant projects (direct charge).

iv) Agency and stakeholder communication/consultations: Respond to calls and requests for information outside of a specific capital project (bill time to project).

v) Tribal relationships, engagement, negotiations: Maintain excellent working relationships with Treaty-tribes and support negotiations related to in-water work for NWSA projects.

vi) Lease reviews: Review leases and other transaction documents to ensure compliance with regulations, Port policies, environmental "best practices", and agreements.

vii) US Coast Guard Expansion: Provide assistance and advocacy, including internal and Coast Guard coordination, SEPA/NEPA comments, and responses to information requests. If there is additional support necessary, we will setup a separate project and agreement (bill time to project).

viii) Contract Procurement/Management: Procure and manage contracts needed to ensure that a full range of environmental services are available to support NWSA projects as needed.

ix) WRDA coordination: Meet with USACE staff regularly to review status of all current and future NWSA projects in the North Harbor and maintain relationships that ensure a high level of service under WRDA.

x) Nuisance wildlife management: Provide on-call service for NWSA properties to address wildlife related problems and respond to and addresses issues that include but are not limited to osprey nests on utility poles, racoons in catch basins, peregrine falcons in warehouses, removal of deceased marine mammals, and terns nesting on rooftops.

xi) Spill response: Provide 24/7 on-call spill response for NWSA properties.

xii) Derelict vessel response: Provide 24/7 on-call service to respond to derelict vessels that exist at or threaten NWSA facilities.

xiii) Hazardous material response: Provide hazardous material assessment, illicit discharge response, and manage hazardous material disposal on NWSA projects when needed.

xiv) Regulatory expertise and relationships: Provide expertise and relationships related to regulations, policies, procedures and staff at the following agencies/tribes: Seattle Department of Construction and Inspection; Seattle Office of Planning and Community Development; Seattle Department of Transportation; Seattle City Light; Seattle Public Utilities; Seattle City Council; Seattle Office of the Waterfront; Seattle Mayor's Office; King County Department of Permitting & Environmental Review; U.S. Army Corps of Engineers; Washington State Departments of Ecology, Natural Resources, and Fish & Wildlife; NOAA/National Marine Fisheries Service; US Fish & Wildlife Service; Environmental Protection Agency; Dredged Material Management Office; Suquamish Tribe; Muckleshoot Indian Tribe.

xv) Common coordination: If requested by the NWSA, and agreed to by POS additional POS staff time could be spent on NWSA actions for work outside of the common strategy development and beyond requirements. The actual costs (based on analysis of work activities, staff and consultant contracting time) will be covered by NWSA, applied to the project with approvals by the project lead. (no additional costs in this ILA)

xvi) Project delivery: All project costs including permit fees, staff time, and outside services required for permit acquisition will be tracked and charged to the individual project. Non-capital project environmental services will be covered by the allocation in the table below.

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

Service Area and Department (Acct if appropriate)	Service Item (from SD title)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage, Fixed Amount or Formula	2027 Budgeted Amount[2]
Maritime Environmental Services Dept# 1350	3	Fixed Amount	Percentage of committed amount		$112,000
	3	Project Charge	Expense Projects, Direct Charge & Project Costing overhead		
Direct Support Dept# 1350	3	Direct Charge	Service requests for miscellaneous services such as Tenant Improvement submittal reviews and unexpected permit support.	Time and materials	

**** In 2024, the Port of Seattle and the NWSA agreed that the total fixed amount for orgs 1350, would be $100,000 The fixed cost does not include project specific charges based on the CIP nor emergent issues that will be direct charged.***

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

Payment for services

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

a. In 2027 and going forward, NWSA will provide a fixed amount to POS of $112,000 for the core environmental services identified in item (3), adjusted annually for inflation. This reflects an accurate accounting of the services received by NWSA in relation to the

[1] Method Options: Costs associated with support services will be charged to the Alliance as follows:

- Standard Fixed Percentage allocation – Set by Corporate F&B. Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project/Direct Charges – Charged to specific projects based on current procedures.
- Special Fixed Percentage allocation – Variable by department methodology but fixed for the year. Charges will be tracked and based on a fixed percentage as determined by the level of service.
- Flat/Fixed Amount – Charged as a fixed or flat amount agreed upon by all parties for the year.

[2] Preliminary budget amount – subject to final budget approval.

actual cost to provide them. This does not include direct charges to capital programs or projects. In future years, if NWSA consistently requires additional services not included in item (3), POS and NWSA will work collaboratively to estimate the cost of the additional services and adjust the fixed fee accordingly through a new or amended agreement.

b. In 2027 and going forward, POS will provide funding for any services requested of NWSA on a case-by-case basis. Such services and the method of payment will require mutual agreement, transacted either through direct charges to POS subclasses or projects, or through special agreements for that purpose, based on current billable rates for NWSA.

c. Specific service requests made pursuant to item (5) will be negotiated on a case-by-case basis. Such services and the method of payment will require mutual agreement, transacted either through direct charges to POS or NWSA subclasses or projects (depending on who is receiving service), or through special agreements for that purpose, based on current billable rates.

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

- Northwest Ports Clean Air Strategy implementation
- Seattle Waterfront Clean Energy Strategy planning and implementation
- Emissions accounting and joint reporting
- Grant coordination, funding and public and private partnerships
- Southern Resident Killer Whale (SRKW) Orca Recovery efforts
- International and domestic engagement on shared policy issues
- Resiliency and hazard mitigation planning
- Negotiation/coordination with Muckleshoot Indian Tribe and Suquamish Tribe
- Land use planning such as feasibility studies, development proposals, city and regional regulatory or policy changes
- Economic Impact Analysis
- 2027 Industrial stormwater general permit programs and compliance

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

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

a) It is anticipated that the following support will be provided by the NWSA environmental team:

i) NWSA has common interest in meeting POS and NWSA environmental goals established by the individual ports and the commonly managed properties under the NWSA. NWSA, POT & POS staff agree to coordinate closely on regional programs, sharing data, strategy development, and alignment of programs. Time spent on these programs are staffed and paid for by each organization, although collaboration and coordination of tasks will be required, and cost sharing may be agreed to. Programs of common coordination include, but are not limited to:

- Northwest Ports Clean Air Strategy update
- Emissions accounting
- Awards programs including POS Environmental Excellence Awards and NWSA North Star Awards
- SRKW Orca Recovery efforts
- Grant coordination, funding and public and private partnerships

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

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

Service Area and Department (Acct if appropriate)	Service Item (from SD title)	Method of Charges	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2027 Budgeted Amount
Environmental	5.a.i		As mutually agreed to per text	Based on current billable rate	Undetermined – as needed basis

7) Partnership Expectations:

a) POS and NWSA agree to:

i) Work cooperatively to share information

ii) Communicate on a regular basis via phone and meetings to keep each other appraised of issues of mutual interest

iii) Jointly decide level of engagement and participation

iv) Respond to each other's requests in a timely manner

v) Raise any concerns or issues in a timely manner and work cooperatively to resolve

8) <u>Primary Contacts</u>:

a) NWSA: Jason Jordan (Secondary: Mindi Kellar, Deirdre Wilson, Steve Nicolas)

b) POS: Sarah Ogier (Secondary: Jon Sloan, Alex Adams, Jane Dewell, Mike DeSota, Aletia Alvarez)

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

EXHIBIT POS - 14

Service Directive for Labor Relations Support Services

by and between

Port of Seattle and The Northwest Seaport Alliance

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

1) Purpose:

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

2) Time period:

This agreement is for calendar year 2027.

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

a) Labor Relations

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

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

Service Area and Department (Acct if appropriate)	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage, Fixed Amount, or Formula	2027 Budgeted Amount[2]
Labor Relations Dept# 1810	3.a		Support for NWSA has been discontinued for 2027.		

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

a) None.

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

a) None.

7) Service Level Expectations:

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

b) Performance Measures and Metrics:

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

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

[1] Method Options: Costs associated with support services will be charged to the Alliance as follows:
- Standard Fixed Percentage allocation – Set by Corporate F&B. Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project/Direct Charges – Charged to specific projects based on current procedures.
- Special Fixed Percentage allocation – Variable by department methodology but fixed for the year. Charges will be tracked and based on a fixed percentage as determined by the level of service.
- Flat/Fixed Amount – Charged as a fixed or flat amount agreed upon by all parties for the year.

[2] Amounts may include charges to other subclasses that allocate to NWSA. Preliminary budget amount – subject to final budget approval.

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

8) <u>Primary Contacts</u>:

a) NWSA – Don Esterbrook

b) POS – Mikel O'Brien

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

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

EXHIBIT POS - 15

Service Directive for Additional Support Services as Needed

by and between

Port of Seattle and The Northwest Seaport Alliance

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

1) Purpose:

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

2) Time period:

This agreement is for the calendar year 2027.

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

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

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

Service Area and Department (Acct if appropriate)	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage, Fixed Amount or Formula	2027 Budgeted Amount[2]
	3.a	Fee for Service/Special	Level of use monthly at agreed to rates	Agreed to when need for service is determined	TBD

5) Service Level Expectations:

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

b) Performance Measures and Metrics:

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

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

[1] Method Options: Costs associated with support services will be charged to the Alliance as follows:
- Standard Fixed Percentage allocation – Set by Corporate F&B. Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project/Direct Charges – Charged to specific projects based on current procedures.
- Special Fixed Percentage allocation – Variable by department methodology but fixed for the year. Charges will be tracked and based on a fixed percentage as determined by the level of service.
- Flat/Fixed Amount – Charged as a fixed or flat amount agreed upon by all parties for the year.

[2] Amounts may include charges to other subclasses that allocate to NWSA. Preliminary budget amount – subject to final budget approval.

6) Primary Contacts:

a) NWSA – David Morrison

b) POS – Chris Wimsatt

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

EXHIBIT POS - 17

Service Directive for Municipal, County, and State Use of NWSA-Licensed Property

by and between

Port of Seattle and The Northwest Seaport Alliance

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

1) Purpose:

The purpose of this exhibit is to identify the services provided by and between The Northwest Seaport Alliance and the Port of Seattle with regard to Support Services listed above. 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 2027.

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

Municipal, county, and state organizations (collectively "Third-Party Users") occasionally have need for temporary use of property licensed to The NWSA for lay-down, staging, and other activities in support of major capital improvement projects. Such use is formalized via a written agreement typically in the form of a Temporary Construction Easement (TCE). Depending upon the duration, scope of use, and agreement terms, payment by the Third-Party Users for use of the property may be made directly to the POS as the property owner. In such cases, these payment funds should be transferred to The NWSA as licensee/agent for licensed property. From 2022 through the year ahead, the POS has received funds from the City of Seattle relating to a Memorandum of Understanding (MOU) between POS and the City of Seattle for the East Marginal Way Corridor Project. The MOU established a payment amount of $290,600 that the City paid for TCEs in 2022 on related POS properties including those licensed to NWSA, and NWSA participated in the negotiations. In the event other TCEs are paid directly to POS for use of NWSA licensed-property, payment for such TCEs shall be transferred by POS to NWSA pursuant to the terms of this exhibit. Permanent easements will be addressed separately by the parties.

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

a) None.

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

a) NWSA Real Estate will negotiate and draft, unless drafted by the Third-Party Users, the agreement by which the Third-Party Users may take temporary occupancy of NWSA-licensed property. The agreement shall state the fee for use of the property to be paid by the Third-Party Users.

Service Area and Department	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2027 Budgeted Amount[2]
Real Estate	5	Project	The charge will be the fair market value for use of the property by the Third-Party Users as determined by an independent appraiser based upon the property attributes and characteristics. Such amount will be incorporated into the use agreement for the property.	100% of actual amount received for use of NWSA-licensed property	Any associated amounts in the event TCEs are paid directly to POS for use of NWSA licensed-property.

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

a) None

7) Service Level Expectations:

a) NWSA Real Estate will provide any necessary services to the POS for these transactions regarding the drafting and negotiation of use agreements.

b) POS will provide any necessary services to the NWSA to transfer any fee to the NWSA paid directly to the POS for use of NWSA-licensed property.

c) Performance Measures and Metrics:

This section outlines the performance measures and metrics upon

[1] Method Options: Costs associated with support services will be charged to the Alliance as follows:
- Standard Fixed Percentage allocation – Set by Corporate F&B. Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project/Direct Charges – Charged to specific projects based on current procedures.
- Special Fixed Percentage allocation – Variable by department methodology but fixed for the year. Charges will be tracked and based on a fixed percentage as determined by the level of service.
- Flat/Fixed Amount – Charged as a fixed or flat amount agreed upon by all parties for the year.

[2] Preliminary budget amount – subject to final budget approval.

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

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

Service Area	Type of Measure[3]	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target
NWSA Real Estate	Management	NWSA Real Estate will negotiate and draft, unless drafted by the Third-Party Users, the agreement by which the Third-Party Users may take temporary occupancy of NWSA-licensed property. The agreement shall state the fee for use of the property to be paid by the Third-Party Users.	Agreement(s) finalized prior to commencement date for property use.
POS Finance	Management	POS Finance to transfer funds to NWSA for use of NWSA-licensed property that has been formalized via a use agreement with the Third-Party Users.	Funds transferred prior to commencement date for property use.

8) Primary Contacts:

a) NWSA – Erin Light

b) POS – Jennifer Maietta

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

[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

monthly financial performance of actual vs. projected spending.

EXHIBIT POS -18

Service Directive for North Harbor Customs and Border Patrol Facilities

by and between

Port of Seattle and The Northwest Seaport Alliance

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

1) **Purpose:**

   The purpose of this exhibit is to identify the services provided by and between the Port of Seattle with regard to Support Services listed above for or by 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 2027.

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

   a) Facility costs for Customs and Border Patrol in the North Harbor/Port of Seattle.

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

Service Area and Department (Acct if appropriate)	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage or Formula & Dept	2027 Budgeted Amount[2]
North Harbor Customs and Border Patrol facility costs Dept# 5744	3.a	Fixed Percentage of Actual Costs	Percentage of budget based on analysis of work activities	87% of ALL actual spending related to North Harbor CBP Facility excluding Depreciation	$91,895

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

Facility costs for Customers and Border Patrol in the North Harbor/Port of Seattle.

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

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	2027 Budgeted Amount
North Harbor Customs and Border Patrol facility costs Dept# 11	5	Fixed Percentage of Actual Costs	Percentage of budget based on analysis of work activities	13% of ALL actual spending related to North Harbor CBP Facility excluding Depreciation	No charges expected for 2027

[1] Method Options: Costs associated with support services will be charged to the Alliance as follows:

- Standard Fixed Percentage allocation – Set by Corporate F&B. Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project/Direct Charges – Charged to specific projects based on current procedures.
- Special Fixed Percentage allocation – Variable by department methodology but fixed for the year. Charges will be tracked and based on a fixed percentage as determined by the level of service.
- Flat/Fixed Amount – Charged as a fixed or flat amount agreed upon by all parties for the year.

[2] Amounts may include charges to other subclasses that allocate to NWSA. Preliminary budget amount – subject to final budget approval.

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 Seattle and The Northwest Seaport Alliance have identified activities critical to meeting The POS'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
CBP facility costs	Percent of time supporting homeport business	CBP time spent supporting homeport activities vs NWSA.	

8) **Primary Contacts:**

a) NWSA – Tong Zhu

b) POS – Jennifer Maietta

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. I am good with the agreement as negotiated a few years ago (Tong)

[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