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

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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K. Delegations and Authorizations. Authority for NWSA expenditures reside with the Managing Members except where delegated to the CEO or his delegate. The NWSA Master Policy Delegation of Authority Resolution and the NWSA internal Delegation Policies and Procedures shall govern authorizations when support services are provided to the NWSA, including contracting and procurement activities performed by the Port of Seattle on behalf of the NWSA. Under this structure, the NWSA Deputy CEO & Chief Facilities Development shall be accountable to the NWSA CEO to manage Projects via the attached Service Directives, and The Port of Tacoma Facilities Development department shall be accountable to execute the Service Directives Project(s) on behalf of the NWSA CEO through the Deputy CEO.

II. Dispute Resolution

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

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

III. Notices

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

NWSA:	David Morrison, Chief Financial Officer PO Box 1837 Tacoma, WA 98401 dmorrison@nwseaportalliance.com
Port of Tacoma:	Erin Galeno, Chief Financial and Admin Officer PO Box 1837 Tacoma, WA 98401 egaleno@portoftacoma.com

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

IV. Indemnification and Hold Harmless

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

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

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

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

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

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

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

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V. Severability

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

VI. Limits of Financial Obligations/Property ownership.

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

VII. Entire Agreement/Amendment

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

WHEREFORE, the parties have executed this Agreement this _____ day of _____, 2026.

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Northwest Seaport Alliance	Port of Tacoma
_____	_____
John Wolfe Chief Executive Officer	Eric Johnson Executive Director
Date _____	Date _____

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

Exhibit 1A – Accounting, Financial Analysis & Treasury Support Services

Exhibit 1B – Strategic Operations Projects and Risk Management Support Services

Exhibit 2 – Public Records Management Support Services

Exhibit 3 – Information Technology and Business Process Support Services

Exhibit 4 – Government Affairs Support Services

Exhibit 5 – Communications Support Services

Exhibit 6 – Commercial Real Estate Support Services

Exhibit 7 – Engineering Support Services

Exhibit 8 – Security Support Services

Exhibit 9 – Equipment and Facilities Maintenance Support Services

Exhibit 10 – Contracts and Purchasing Support Services

Exhibit 11 – Executive Management Support Services

Exhibit 12 – Commissioners Support Services

Exhibit 13 – Portwide Infrastructure, Sitcum Office Support Services

Exhibit 14 – Human Resources Support Services

Exhibit 15 – Environmental and Planning Support Services

Exhibit 16 – Marketing and Business Support Services

Exhibit 17 – Railcar and Freight and Operations Coordinators Support Services

Exhibit 18 – Auto Business Development Support Services

Exhibit 19 – Additional Support Services as Needed

Exhibit 20 – Customs and Border Patrol Support Services

Exhibit 21 – Real Estate – Municipal County and State Use

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EXHIBIT POT – 01A

Service Directive for Accounting, Financial Analysis and Treasury Support Services

by and between

Port of Tacoma and The Northwest Seaport Alliance

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

1) Purpose:

The purpose of this exhibit is to identify the services provided between the Port of Tacoma and 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 POT to The NWSA

a) Accounting

i) Customer invoicing, accounts receivable, collections and cash application for NWSA customers.

ii) Accounts payable services for NWSA activity.

iii) Payroll services for NWSA employees.

iv) Project accounting services to support project delivery for the NWSA
(1) Project cost tracking and review of project costs for proper classification.
(2) Capitalization policy analysis and application to projects for projects .
(3) Capital Project Spending reporting and comparison to budget, coordinate Cash Reimbursement for 50% of total project spending on monthly basis.

v) General accounting services for certain financial transactions associated with The NWSA.

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

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(2) Manage and maintain General Ledger for NH and SH activity for the recording of actual and budget data. Direct financial transactions of the NWSA to proper databases.

(3) Manage the capitalization of fixed assets by reviewing and classifying project spending into appropriate fixed asset categories.
(4) Services to prepare consolidated NH and SH external financial reports, support the annual financial audit, single audit in compliance with GAAP and state and federal grant guidance.
(5) Services to prepare consolidated NH and SH internal financial reports and monthly report packages. Review and analyze actual vs budget and prior variances and prepare explanations in the monthly financial reporting package.

(6) WA Leasehold and B&O excise tax reporting and filing.

vi) Grant accounting services for SH federal and state grants.

(1) Grant Accounting compliance requirements with NWSA accounting in accordance with Uniform Guidance .
(2) Manage grant accounting audit and reporting.

vii) Compliance Services

(1) Provide guidance on compliance with policies and procedures and state statutes.

b) <u>Finance & Budget</u>

i) Finance & Budget; NWSA and POT budget staff collaborate on POT and NWSA budget tools, processes and documents as well was financial analysis as necessary to support both organizations.

ii) Working with NWSA staff to provide Operating Budget services to include but not limited to:
(1) NWSA depreciation forecasts for SH assets.
(2) Compiling budget/ forecast for POT & NWSA and house the system of record.

iii) Working with NWSA staff to support as needed Capital Budget services
(1) Work with NWSA finance staff on North and South Harbors Capital Improvement Plan budgets, working with project teams for both harbors.

iv) Support Financial Analysis Services to include:

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(1) Policy
   (a) Work collaboratively on final policy issues as initiated by any of the three entities.
(2) Funding.
   (a) Assess fundability and funding options for NWSA decision on investments.

c) Treasury

i) Provide Banking services, including but not limited to:
   (1) Daily cash management, allowing cash functions such as payroll, accounts payable and accounts receivable.
   (2) Manage cash balance to minimize fees and maximize interest earnings.

ii) Provide Investment services, including but not limited to:
   (1) Manage working capital reserve fund for NWSA.
   (2) Manage NWSA lease security deposit.
   (3) Manage working capital liquidity funds for South Harbor projects.

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

Service Area and Department # (Acct if appropriate)	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage for the year or Formula	2027 Budgeted Amount[2]
Accounting Dept # 72	3.a	Fixed allocation %	Percentage of POT department budget based on analysis of work activities. This is net of NWSA finance services back to POT.	68%	$2,814,431
Finance	3.b	Incl above	Incl above	Incl above	

[1] Method Options: Fixed, Project Charges, Fee for Service/Variable. Costs associated with support services will be charged to the Alliance as follows:
- Fixed allocation – Charged as a fixed allocated percentage or formula that will be applied monthly to the actual expenditures.
- Project Charges – Charged to specific projects based on current procedures.
- Fee for Service/Variable – Charges will be tracked and charged based on level of use monthly at rates agreed to when need for service is determined.

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

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Treasury Dept # 72	3.c	Incl above	Incl above	Incl above	

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

a) Finance & Budget; NWSA and POT budget staff collaborate on POT and NWSA budget tools, processes and documents as well was financial analysis as necessary to support both organizations.

   i) Working with POT staff to provide Operating Budget services to include but not limited to:
      (1) Work with POT staff to provide POT budgets.
      (2) Provide POT depreciation forecasts for new assets.
      (3) Compile budget/ forecast for entire NWSA & POT and support housing and managing the system of record.

b) Support Capital Budget services
   i) Responsible for North and South Harbors, working with project teams for both harbors.

   ii) Provide Financial Analysis Services to include:
      (1) Business Development
         (a) Responsible for North and South Harbor analyses.
         (b) Review NWSA analyses with POS and POT finance teams.
      (2) Policy
         (a) Work collaboratively on final policy issues as initiated by any of the three entities.
      (3) Funding.
         (a) Assess fundability and funding options for NWSA decision on investments.

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

Service Area and Department # (Acct if appropriate)	Service Item (from list above)	Method of Charges[3]	Basis for Charge	Hourly Rate, Fixed Percentage for the year or Formula	2027 Budgeted Amount[4]
Finance Dept # 72	5.a	Fixed allocation %	Percentage of NWSA department budget based on analysis of work activities	xx% of NWSA Finance staff costs to POT. Netted in POT allocation to NWSA	Netted in figure above

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7) Service Level Expectations:

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.

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

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

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

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

Service Area	Type of Measure[5]	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target
Accounting – Accounts Receivable, Claims Processing and Receivables	Accuracy	1. Revenue recognized (invoiced/ accrued) in proper periods 2. Collection procedures consistently applied to past due accounts.	1. 100% 2. 100%
Accounting – Accounts Payable, Payroll	Management	1. Public works contracts paid within statutory period. 2. Open payables over 60 days 3. Rec'd not invoiced report reconciled weekly 4. Payroll checks, tax and benefit deductions and third party payments are accurate and timely processed.	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.	
Accounting - General	Time Based	1. Monthly Fin'l package (Jan. – Nov.) – distribution date. 2. Annual (Dec.) audited financial statements avail.	1. 13th bus day 2. April 30th

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

		3.	1.
Accounting – Grants	Accuracy	1. Audit Findings	2. None
Finance – Budget	Time Based	1. Support completed budget by agreed upon date	1. (date updated annually)
		1.	1.
Treasury - Banking	Management	1. Number of major banking errors, to include overdrafts and late payment release resulting in fees 2. Maintain cash levels consistent with banking guidelines	1. 0 errors 2. Maintain cash levels to minimize fees
Treasury – Investments	Management	1. Maintain investments consistent with investment guidelines, prioritizing Safety, Liquidity and Return of Principle, in that order.	1. Maximize investment subject to prudent investing.

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

a) NWSA – David Morrison

b) POT – Don Kelley/ Erin Galeno

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

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EXHIBIT POT – 01B

Service Directive for Risk Management Support Services

by and between

Port of Tacoma and The Northwest Seaport Alliance

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

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Tacoma with regard to Support Services listed above for/ between 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 POT to NWSA

a) Risk Management

i) Provide risk management services to the NWSA for licensed properties in support of its business operations, activities and assets. Scope includes, but is not limited to:

(1) evaluation of risks and insurance coverage needs

(2) procurement of insurance

(3) processing and adjusting of claims and/or coordination of legal services

(4) consultation on risk management issues related to contracting and procurement

ii) Provide workers' compensation insurance (or equivalent State-approved self-insurance), and associated claims management services, for NWSA and all POT employees providing support services to the NWSA.

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

Included in the POT to NWSA Finance Department allocation

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

a) None

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

*None.

7) Service Level Expectations:

a) Maintain cost effective property and casualty (including workers' compensation) insurance coverage, and claims management, as respects the operations and activities of The NWSA on-licensed properties.

b) Performance Measures and Metrics:

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

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

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8) Primary Contacts:

a) NWSA – David Morrison

b) POT – Erin Galeno

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

EXHIBIT POT - 02

Service Directive for Public Records Management Support Services

by and between

Port of Tacoma and The Northwest Seaport Alliance

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

1) <u>Purpose:</u>

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

2) <u>Time period:</u>

This agreement is for calendar year 2027.

3) <u>Scope of Services to be provided by POT to The NWSA</u>

a) <u>Public Records</u>

i) Coordinate overall public records management for The NWSA. Lisa Billak will serve as The NWSA Public Records Officer.

ii) Provide management of POT portion of state-mandated NWSA records management.

iii) Provide support for and coordinate the production of responsive records for PRR requests for the NWSA.

iv) Meet State of Washington mandated JLARC annual reporting requirements.

v) Coordinate with POS records/PRR management staff on management of NWSA records.

vi) Coordinate with POS on Public Records Requests that involve records in the custody of POS.

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

Service Area and Department # (Acct if appropriate)	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2027 Budgeted Amount[2]
Public Records Mgmt Dept #	3.a	Fixed amount	Fixed fee based on a percentage of time to service the NWSA for the above scope of work	n/a	Included in Executive Department Service Agreement

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

a) Lisa Billak will service as Public Records officer for the NWSA(this is included in the POT Executive Management services agreement)

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

a) Fully burden staff time.

7) Service Level Expectations:

a) At NWSA formation, Public Records Management policy and procedures for The NWSA were be adopted by the Managing Members.

b) Public Records Management activities will follow The NWSA Public Records Management policy and procedures.

c) Performance Measures and Metrics:

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

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[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.

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

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

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

a) NWSA – Dana Henderson

b) POT – Erin Galeno

It is expected that the identified contact people will communicate frequently, to coordinate the work, to confirm that services are being provided in a manner that meets service level

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

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

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EXHIBIT POT - 03

Service Directive for Information Technology Support Services

by and between

Port of Tacoma and The Northwest Seaport Alliance

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

1) Purpose:

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

2) Time period:

This agreement is for the calendar year 2027.

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

a) Information Technology - Provide IT services directly to NWSA staff and to POT support service groups providing services to the NWSA.

i) Provides Information Technology Strategic Planning services, in alignment and partnership with NWSA stakeholders, to support NWSA business technology goals and strategies.

ii) Provides *Management and Administrative support*, including but not limited to: licensing; vendor management; contract management; procurement (in partnership with contracts); and IT Governance facilitation.

iii) Provide support for *enterprise software applications*, including but not limited to: technical support services; design and implementation of system enhancements; system selection, design and architecture; application and support vendor selection and relationship management; system roadmap/life-cycle management; system documentation; system level disaster recovery management; application project resource and SME services. Enterprise applications include, but are not limited to, systems for Core Financials, Budgeting, Payroll, Treasury, HR, Real Estate, Maintenance, Contracts, Collaboration, Records Management, Customer Relationship

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Management, Breakbulk Terminal Operations, Rail Terminal Operations, Security, and Business Intelligence.

iv) Provide support for *enterprise data and databases*, including but not limited to: database administration and management; volume data storage management; data quality management; integration management; Enterprise Report development; managed file transfer; managed data services; database disaster recovery management.

v) Provide *IT Project Management* services, including but not limited to: IT Project Portfolio Management, including project intake, IT steering committee authorization and prioritization; IT project planning including development of budgets, resources plans and schedules; management of project scope, schedule, budget, quality, risk and communications; management of competitive vendor and product selection; IT PMO management and administration; recruitment and management of temporary Project Management and Business Analyst resources.

vi) Provide *Geographic Information System (GIS) services*, including but not limited to: GIS system support and training; geospatial data management; geospatial mapping services; geospatial server and user application management; CAD services including CAD drawing management.

vii) Provide a single point of contact *Service Desk* for all IT related issues, including but not limited to: computer hardware; mobile devices; video and audio conferencing; end user software and enterprise applications; data; databases; asset and lifecycle management; user account provisioning; new user IT orientation and associated services for NWSA staff.

viii) Provides IT support for all *managing members meetings* that are held at Port of Tacoma facilities.

ix) Provide *infrastructure services*, including but not limited to: hybrid cloud/physical environment management; hardware installation and maintenance; managed power distribution; backup power systems; data backup and archiving; managed load balancing; server and storage virtualization; controlled internet access; diverse firewalls and anti-malware solutions; managed email and messaging; managed authentication and authorization; managed data storage; managed cloud storage and services; managed data encryption; system selection, design and configuration; documentation and datacenter diagrams; life-cycle management; datacenter disaster recovery management; support vendor selection; service contract management.

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x) Provide *cybersecurity services*, including but not limited to: end-user training; network cybersecurity monitoring; governance, risk and compliance monitoring; ongoing managed cybersecurity services; incident response, disaster recovery and business resiliency testing; development and updating of policies and procedures; risk assessments and audits; support vendor selection; service contract management.

xi) Provide support for *network services*, including but not limited to: managed LAN devices; managed WAN devices; managed wired and wireless LANs; fiber and cable plants; system selection, design and configuration; documentation and network diagrams; life-cycle management; network level disaster recovery management; support vendor selection; service contract management.

xii) Provide support for video surveillance systems, including but not limited to camera system administration; camera deployment, replacement, and maintenance; video recording and retention infrastructure; monitoring and troubleshooting; integration with network and security systems; support vendor selection and management; lifecycle management; system documentation; and technical support for NWSA-operated facilities and locations.

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

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

Service Area and Department # (Acct if appropriate)	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2027 Budgeted Amount[2]
Information Technology Dept #70	3.a	Fixed percentage		63%	$9,541,767

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

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

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

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

a) None.

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

a) None.

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

a) <u>Performance Measures and Metrics:</u>

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

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

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Service Area	Type of Measure[3]	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target
Cybersecurity	Other	IT Service Availability	99.99%
Microsoft Dynamics 365 F&O	Other	IT Service Availability	99.90%
Microsoft Dynamics 365 Sales (CRM)	Other	IT Service Availability	99.90%
Bellerophon	Other	IT Service Availability	99.90%

[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

Tideworks iPro	Other	IT Service Availability	99.90%
SharePoint/OneDrive/Teams Collaboration	Other	IT Service Availability	99.90%
Teams Communications	Other	IT Service Availability	99.90%
Desktop	Other	IT Service Availability	99.00%
PowerBI	Other	IT Service Availability	99.00%
Office Suite (Outlook)	Other	IT Service Availability	99.00%

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

a) NWSA – David Morrison

b) POT – Martyn Adamson

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.

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EXHIBIT POT – 04

Service Directive for Government Affairs Support Services

by and between

Port of Tacoma and The Northwest Seaport Alliance

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

1) <u>Purpose:</u>

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

2) <u>Time period:</u>

This agreement is for the calendar year 2027.

3) <u>Scope of Services to be provided by POT to the NWSA</u>

a) Represents the NWSA's legislative interests with state officials, staff and agency representatives.

b) Represents the NWSA's legislative interests as requested with local officials and staff and tribal governments in Pierce County.

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

Service Area and Department # (Acct if appropriate)	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2027 Budgeted Amount[2]
Gov't Affairs Dept # 86	3.a,b	Fixed Percentage Allocation of actual expenses.		10%	$184,975

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

a) None.

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

a) None.

7) Service Level Expectations:

a) Legislative issues are consistently and successfully achieved.

b) NWSA customers receive value through active engagement on issues that impact their business operations

c) Performance Measures and Metrics:

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

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

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

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

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

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

Service Area	Type of Measure[3]	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target
Government Relations	Management	Develop annual legislative agenda and make sufficient progress toward achieving goals within.	Sufficient Progress

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

a) NWSA – Ryan McFarland

b) POT – Sean Eagan

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.

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

EXHIBIT POT – 05

Service Directive for Communications Support Services by and between

Port of Tacoma and The Northwest Seaport Alliance

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

1) <u>Purpose:</u>

The purpose of this exhibit is to identify the support services (listed below) provided by the POT to NWSA. 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) <u>Time period:</u>

This agreement is for the calendar year 2027.

3) <u>Scope of Services to be provided by POT to the NWSA</u>

a) Internal communications issued by POT that includes all NWSA staff (e.g., staff newsletter, All-Hands mtgs, events, and other notifications.)
b) Support functions for the NWSA website, including serving as liaison with website vendor on issues and requests; conduct testing of required security updates; providing support for webpage updates/postings; participating in quarterly meetings with IT to update website roadmap plan; collaborating/advising on web strategy and Drupal best practices; assisting with testing, troubleshooting and repairing issues with integrated software platforms (GovDelivery, Power BI, Swifttype).

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

Service Area and Department # (Acct if appropriate)	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2027 Budgeted Amount[2]
Communications Dept #88	3 a, b			Fixed	$15,000

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

a) None.

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

a) None.

7) Service Level Expectations:

a) Support in the areas described above will be provided to NWSA, as needed, for the year 2027.

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

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

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

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

[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

Communications	Time Based; Management	Services in the areas listed in 3) above are provided as requested by NWSA	Projects completed

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

a) NWSA: Melanie Stambaugh, Director of Communications
b) Port: Carol Bua, Communications Director

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.

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- Accuracy – measure to have a specified level of accuracy to be measurable
- Other – measure that doesn't fit into category above

EXHIBIT POT - 06

Service Directive for Real Estate Support Services

by and between

Port of Tacoma and The Northwest Seaport Alliance

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

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Tacoma regarding 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 POT to The NWSA

a) POT will support NWSA in the negotiation and drafting of agreements with any municipal, county, city, and state organizations (collectively "Third-Party Users") that occasionally have need for temporary use of property licensed to the NWSA. Such use is typically for lay-down, staging, and other activities in support of major capital improvement projects and is formalized via a written agreement typically in the form of a Temporary Construction Easement (TCE).

b) POT anticipates discussion/negotiates with the NWSA extending through 2027 to work toward a mutual understanding/resolution of steps to be taken to solve the street vacation issue with the City or work towards a reduction of the fees associated with the current ROCC permit. POT's Real Estate Department will continue to work on the street vacation with the City of Tacoma, and this will include consultation with outside counsel, and coordination with POT Engineering and Environmental Planning Departments. The City has a subsurface water main line running through the property and POT anticipates

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an engineering analysis associated with this water line. The POT may be expected to address relocation or limited use or this water main line.

c) **Milwaukee Street Vacation:** Since the City-Port ILA was executed in 1994, the Port has made multiple efforts to vacate Milwaukee Way; however, the vacation remains impractical due to extensive utility easements that significantly limit its value and make completion costly. Port staff recommends deferring further action until the Legislature resolves whether unlicensed hostlers may cross public streets for Port-related operations within a two-mile radius. Until that issue is resolved, the vacation offers limited benefit while exposing the Port to additional liability, infrastructure costs, and renewed regulatory review. In 2027, the Port will continue to work with counsel and the City of Tacoma to seek resolution on this issue.

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4) <u>Cost for Service and Charge Methodology – POT to The NWSA:</u>

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]
Commercial Real Estate Dept # 08	3.a	Fee for Service	Fee for services/Variable		$20,000 for work associated with TCEs
	3.b	Fee for Service	Fee for Services/Variable		$20,000 plus actual POT Outside Counsel expenses estimated at $40,000 for a total estimate of

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

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

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

					$60,000 for completed vacation submittal
	3.c	Fee for Service	Fee for Services/Variable		Time and materials

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

a) Provide support to POT Real Estate for the POT's vacation of the 11th street properties.

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

a) None.

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

a) <u>Performance Measures and Metrics:</u>

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

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

Service Area	Type of Measure[3]	Performance Measure	Target
3.a	Time	TCEs completed	
3.b	Time	Vacation submitted per agreed upon schedule	

[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

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

a) NWSA – Jim Vo, Senior Director, Real Estate , NWSA

b) POT – Debbie Shepack, Senior Director, Real Estate, Port of Tacoma

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.

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EXHIBIT POT - 07

Service Directive for Engineering Support Services

by and between

Port of Tacoma and The Northwest Seaport Alliance

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

1) Purpose:

The purpose of this exhibit is to identify the services provided by the Port of Tacoma regarding 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 POT to The NWSA

a) Project Delivery
   (1) Contacts
      (i) NWSA – Don Esterbrook
      (ii) POT Engineering – Thais Howard

   ii) POT staff will provide The NWSA with project delivery administration.

   iii) POT staff may provide The NWSA with project delivery for NWSA projects in Pierce County. Services for projects start from the initial phase of budget planning and project initiation to the last phase of project closeout. Engineering project delivery processes include the following phases: initiation, planning, design, execution, any grant related work and closeout. 2027

b) Construction Inspection (NWSA: Don Esterbrook, POT: T. Howard)

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

c) Capital Budget Analyst (NWSA: David Morrison, POT: T. Howard)

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i) POT staff will develop and manage the Capital Investment Plan (CIP) Budgets for the NWSA and track and report actual project expenses.

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

Service Area and Department #50 (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]
Project Delivery, Administration, Construction Inspection Services Dept #50	3.a,b	Project Charges	Expense and Capital Projects & Direct Charges	Hourly Rate Schedule $239.68	Costs for "Expense" project are included in operating expenses. Capital Projects will be authorized in accordance with the applicable Master Policy.

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

a) POT Engineering Department Management

i) Provide management of POT engineering staff

ii) Provide engineering advice to POT Executive

iii) Provide oversite and management of POT projects.

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

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

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

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

Service Area and Department # (Acct if appropriate)	Service Item (from list above)	Method of Charges[3]	Basis for Charge	Hourly Rate, Fixed Percentage or Formula & Dept	2027 Budgeted Amount[4]

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

a) <u>Project Delivery</u>: Project delivery and construction inspection will be provided in accordance with the authorization for projects.

b) <u>Approval</u>: All services provided by POT for the NWSA shall be approved and authorized by the NWSA. The NWSA Master Policy is the controlling document for authorization of projects. Execution of work shall be consistent with relative policies and procedures for each organization.

c) <u>Request for Services</u>: All requests for services shall be documented and include scope of work, period of performance, cost of service, and any other information necessary for describing the work and how it shall be completed. Any changes to the agreed-to terms of services shall be documented and agreed to by all parties.

d) <u>Performance Measures and Metrics:</u>

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

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

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

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

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

Service Area	Type of Measure[5]	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target
Conformance with appropriate and applicable policies and procedures	Management	Projects appropriately authorized and work completed in accordance with appropriate policies and procedures	0 deficiencies reported on the Compliance Report
Scope	Accuracy	Project definitions, as defined in the basis of design or 30% design documents, are accurate and complete	Properly documented
Schedule	Accuracy	Work is delivered on time	Schedules are developed and agreed to by all parties
Budget	Accuracy	Projects are completed within authorized amounts	Project spending does not exceed current authorization

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

a) NWSA – Don Esterbrook

b) POT – Eric Johnson

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.

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

EXHIBIT POT - 08

Service Directive for Security Emergency Management Support Services

by and between

Port of Tacoma and The Northwest Seaport Alliance

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

1) Purpose:

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

2) Time period:

This agreement is for calendar year 2027.

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

a) Security

i) The NWSA will contract with POT for Port Patrol and Security associated with NWSA-licensed properties in Pierce County.

ii) POT security employs a proprietary IWLU security workforce. Security services will be provided as needed at NWSA properties. These security charges will be billed to NWSA.

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

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

v) Maintain security personnel services and U.S. Coast Guard required Facility Security Plan (FSP) for properties to maintain compliance with MTSA and applicable laws, regulations, policies and procedures.

b) Emergency Management & Preparedness

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

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ii) Maintain liaison with Federal, State, County, City, United States Coast Guard,DOD, MARAD, other governmental and law enforcement agencies for legal/regulatory compliance and emergency management, to include act as representative for Maritime Security Committees.

iii) Maintain the ability of the facilities to communicate effectively on the Port of Tacoma 800 MHz Radio System through radios provide by the Port of Tacoma and operated through a Memorandum of Agreement with the tenants as part of the emergency management and security program.

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

v) Represent the Port of Tacoma and all Maritime properties and activities at the U.S. Coast Guard Area Maritime Security Committee General and Executive.

vi) Provide representation to the Puget Sound Harbor Safety Committee, along with Port of Tacoma operations staff

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

viii) Where appropriate, maintain Port of Tacoma video surveillance program and infrastructure for video surveillance of Port of Tacoma properties.

ix) Maintain Port of Tacoma 24 hour a day, 7 day a week security services.

x) Where appropriate, provide safety, security and emergency management training for Port of Tacoma personnel, contractors, vendors and tenants as required.

xi) Where appropriate, maintain the Port of Tacoma TWIC program.

c) <u>ICT Information Security</u>

i) Cyber Security protection, detection and response support services.

ii) Cyber security Training as required for all Port of Tacoma Security personnel

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2) Cost for Service and Charge Methodology – POT to the NWSA:

Service Area and Department # (Acct if appropriate)	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage or Formula & Dept	2027 Budgeted Amount[2]
Security Dept # 40	3.a	Fee for Service	Direct hourly Charge per Officer by classification:	$123.24/hr	$1,574,676
Security Dept # 40	3.a,b,c	Fixed percentage	Percentage of POT department budget based on NWSA licensed property	40%	$2,254,193

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

a) None.

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

a) None.

5) Service Level Expectations:

a) 24/7/365 Port Patrol Security Force in Pierce County

b) Protection of Port of Tacoma and the NWSA personnel and licensed properties in Pierce County

c) Focus on physical security ensuring compliance with the Port of Tacoma Security Facility Plan as mandated by MTSA and CFR 33 Part 105.

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

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

[2] Preliminary budget amount – subject to final budget approval and actual usage and costs

d) Coordinate Yearly and quarterly Startegic MARAD reporst and associated work

e) Sustaining a safe and secure free flow of commerce

f) Coordinate with local and regional safety and security organizations.

g) Performance Measures and Metrics:

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

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

Service Area	Type of Measure[3]	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target
Coast Guard	Management	Maintain Coast Guard requirements.	No audit findings.
Crime Rates	Management	Maintain lowest crime rate in Tacoma within Port of Tacoma jurisdiction, as measured on Tacoma Police Department's quarterly report.	
Liaison with other government agencies **Liaison with MARAD and DOD**	Management	Maintain close partnerhips with other law enforcement agencies in the Puget Sound and the USCG Maintain Strategic Port Status	Notice to be given within 30 days if there are any significant issues to report relative to the NWSA or the POT Consistent Reporting to MARAD and DOD

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[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

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

a) NWSA – Jeff Bellerud

b) POT – Colin Millan

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.

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EXHIBIT POT - 09

Service Directive for Equipment and Facilities Maintenance Support Services

by and between

Port of Tacoma and The Northwest Seaport Alliance

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

1) Purpose:

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

2) Time period:

This agreement is for calendar year 2027.

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

a) Equipment Maintenance

i) The POT will provide mechanical and electrical maintenance services, which include, but are not limited to, the maintenance of cranes, strads, vehicles, forklifts and generators used by NWSA activities. Equipment maintenance will provide fleet vehicles to NWSA staff. Assigned fleet vehicles will have their maintenance costs coded to the assigned department.

b) Facilities Mainteneance

i) The POT will provide facilities maintenance to NWSA licensed properties, which includes, but is not limited to, plumbing, carpentry, electrical, buildings and grounds maintenance, environmental maintenance and track maintenance.

c) Special administrative projects that are above and beyond the day-to-day services will be charged at the Equipment or Facilities rate depending on the scope of the project.

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

Service Area and Department # (Acct if appropriate)	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage or Formula & Dept	2027 Budgeted Amount[2]
Equipment Dept # 54	3.a	Hourly Rate	Time, Materials, and Overhead	Hourly Rate $221/hr Allocation – Charged as a percentage or formula, applied monthly to the actual expenditures	Direct charges included in operating expenses
Facilities Dept # 58	3.b	Hourly Rate	Time, Materials, and Overhead	Hourly Rate $198/hr Allocation – Charged as a percentage or formula, applied monthly to the actual expenditures	Direct charges included in operating expenses

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

a) None.

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

a) None.

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

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

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

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

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

b) <u>Performance Measures and Metrics:</u>

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

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

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

[3] Type of Measure Options:

Equipment Maintenance	Management	Crane Uptime	99.6%
Equipment Maintenance	Management	Strad Availability	100%
Equipment Maintenance	Management	Preventative & Corrective Maintenance Work Order - Monthly	WO Completed-80% WO in Progress-17% WO Cancelled-3%
Facilities Maintenance	Management	Preventative & Corrective Maintenance Work Order - Monthly	WO Completed-80% WO in Progress-17% WO Cancelled-3%
Facility Maintenance	Management	Service Request Completion	100%
Facility Maintenance	Management	Stormwater Compliance • Source Control • ISGP • MS4	100%

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

a) NWSA – Jeff Bellerud

b) POT – Erin Galeno

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

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

EXHIBIT POT - 10

Service Directive for Contracts and Purchasing Support Services

by and between

Port of Tacoma and The Northwest Seaport Alliance

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

1) Purpose:

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

2) Time period:

This agreement is for calendar year 2027.

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

a) Procurement of Public Works, Consulting Services (Personal and Professional), the Purchase of Goods and Purchased Services, and grant administration.
   i) The NWSA Chief Executive Officer delegates authority to Port of Tacoma's Director, Contracts and Purchasing to execute contracts, change orders, and task orders, on behalf of and as an agent for NWSA for NWSA contracts managed by Port of Tacoma staff. The NWSA Delegation of Authority Master Policy applies to all NWSA contracts and projects, including any NWSA contract managed by Port of Tacoma staff.

b) Port of Tacoma Director, Contracts and Purchasing may procure, execute and amend contracts for NWSA in both harbors excluding projects managed by Port of Seattle staff.

c) The NWSA may use North Harbor procurement capability for South Harbor procurements if the needs of the NWSA requires work to be managed by the NWSA. This does not include any procurement for projects managed by POT staff.

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

Service Area and Department # (Acct if appropriate)	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage or Formula & Dept	2027 Budgeted Amount[2]
Contracts Dept# 74	3.a	Fixed Percentage	Percentage of POT department budget based on analysis of work activities	50% of actual spending	$810,416
Purchasing Dept# 74	3.a	Incl Above	Incl Above	Incl Above	Incl Above
Grant Administration Dept# 74	3.a	Incl Above	Incl Above	Incl Above	Incl Above

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

a) None.

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

a) None.

6) Service Level Expectations:

a) Procurement timelines will be mutually developed and managed. The customer will be informed of any changes.

b) Administration of contracts will be in compliance with POT policies and procedures as well as with federal, state and local requirements.

c) Performance Measures and Metrics:

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

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

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

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

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

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

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

a) NWSA – David Morrison

b) POT –Sharon Rothwell

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.

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EXHIBIT POT – 11

Service Directive for Executive Management Support Services

by and between

Port of Tacoma and The Northwest Seaport Alliance

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

1) <u>Purpose:</u>

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

2) <u>Time period:</u>

This agreement is for calendar year 2027.

3) <u>Scope of Services to be provided by POT to The NWSA</u>

a) Services for the Chief Financial and Administration Officer to manage the Accounting, Treasury, contracts and procurement and public records activities on behalf of the NWSA.
b) Public Records process for the NWSA.

4) <u>Cost for Service and Charge Methodology – POT to The NWSA and NWSA to POT:</u>

a) A fixed fee for 5% of the Chief Financial and Administration Officer, 50% for Records Program Manager ,20% of Records Specialist, 20% for Records Assistant, and 50% of Capital Budget Analyst, salary and fringe costs based on historical analysis of work activities.

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

a) Services of the identified NWSA Executive Management Team members to manage POT Homeport business. Positions are Deputy CEO (5%), Chief Operations Officer (10%), Chief Commercial and Strategy Officer (25%), and Director of Engineering (30%). The NWSA CFO will lead NWSA budget team providing overall budget management to POT and provide support to POT Financial Analysis & Treasury team at 5%.

b) Services of NWSA commission administrative support staff will not provide support for POT Commission activities.

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6) Cost for Service and Charge Methodology – NWSA to POT and POT to 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]
NWSA Executive Mgmt Dept # 62	5.a-b	Fixed Percentage	Historical work time to support scope of work.	Percentage of salary and fringe for identified individuals	Insignificant for 2027
POT Executive Department Dept# 62	3. a-b	Fixed Percentage	Historical work time to support scope of work.	Percentage of salary and fringe for identified individuals	Insignificant for 2027
				Net resulting in a fixed fee charge as calculated	Insignificant for 2027

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7) Service Level Expectations:

a) Executives/staff effectively prioritize and manage business activities associated with the NWSA and Port of Tacoma.

b) Performance Measures and Metrics:

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

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

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

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

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

Service Area	Type of Measure[3]	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target
Executive Management/ Staff	Other	Establish annual goals and expectations.	Quarterly progress reports on status
Public Records	Timely and complete	All NWSA Public Records requests are processed by state requirements.	Acknowledge receipt of request within 5 business days. 100% compliance with all NWSA public records.

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

a) NWSA – David Morrison

b) POT – Erin Galeno

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

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

EXHIBIT POT – 12

Service Directive for Commissioners Support Services

by and between

Port of Tacoma and The Northwest Seaport Alliance

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

1) Purpose:

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

2) Time period:

This agreement is for calendar year 2027.

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

a) Commission Support

i) The PDA shall be governed by its Managing Members who will carry out the provisions of RCW 53.08 by overseeing the business of the PDA, setting policy and strategic direction for the NWSA in both internal and external matters and provide for their implementation.

ii) The Managing Members shall meet at least quarterly and may hold executive sessions to consider matters enumerated in RCW 42.30 or privileged matters recognized by law. POT will provide the NWSA with use of the commission chambers, conference center, and common use at POT facilities 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

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

Service Area and Department # (Acct if appropriate)	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage or Formula & Dept	2027 Budgeted Amount[2]
Commission Support Dept # 60	3.a	Fixed Total	POS and POT charge same amount	Fixed	$250,000
	3.b	Direct	NWSA specific travel expenses paid by NWSA	Actual	TBD

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

a) None.

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

a) None.

7) Service Level Expectations:

a) Performance Measures and Metrics:

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

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

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

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

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

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

1) **<u>Primary Contacts:</u>**
   a) NWSA – Leilani Berinobis
   b) POT – Alisa Praskovich

   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.

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

EXHIBIT POT - 13

Service Directive for Portwide Infrastructure, Sitcum Office

by and between

Port of Tacoma and The Northwest Seaport Alliance

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

1) Purpose:

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

2) Time period:

This agreement is for calendar year 2027.

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

a) Administration Office

i) POT will provide office, conference room and common area space at 1 Sitcum Plaza for staff in Tacoma that provide services to NWSA and NWSA staff who have their primary office in the South Harbor. The HVAC system is included "as is". Any repairs will be the responsibility of of the NWSA. Other maintenance will be POT responsibility.

(1) NWSA responsible for office supplies and postage meter

ii) POT will provide motor pool for NWSA staff, , including terminal and intermodal yard operations but excluding maintenance and security.

iii) POT will not provide front desk staff for visitor check in / check out, mail processing, etc. NWSA will be fully responsible for mail service and visitor management.

b) Port Maritime Center – This will begin after the new building is completed and staff have moved in, which is expected in March 2027

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i) POT will provide office, conference room and common area space at 1220 Maritime Center Drive for NWSA staff not located at the Sitcum office.

ii) POT will provide fully serviced commission chambers, conference room and common area space at 1220 Maritime Center Drive for Managing Member meetings.

c) Fabulich Building / Port Maritime Center (or alternative facilities for MM Meetings)

i) POT will provide fully serviced commission chambers, conference room and common area space at 3600 Port of Tacoma Rd / Port Maritime Center for Managing Member meetings.

d) Portwide Infrastructure

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

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

Service Area and Department (Acct if appropriate)	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage or Formula & Dept	2027 Budgeted Amount[2]
Sitcum Office Dept 90	3.a.i	Fixed sq ft rate	Department Headcount Allocation including depreciation.	Fixed amount	$1,031,116

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

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

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

Portwide Infrastructure Dept 30	3.d.i	Fixed Percentage of costs excluding depreciation		75%	$868,855

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

a) None

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

a) None

7) Service Level Expectations:

a) Office and conference room spaces are available and fully functional with the same high level of service it provides to the POT.

b) Infrastructure – common areas, entrances, exits, roads are maintained and functional with the same high level of service it provides to the POT.

c) Performance Measures and Metrics:

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

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

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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

Portwide Infrastructure	Management	Facilities are available and maintained (same level of service as POT)	100%

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

a) NWSA – David Morrison

b) POT – Erin Galeno

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

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EXHIBIT POT - 14

Service Directive for Human Resources Support Services

by and between

Port of Tacoma and The Northwest Seaport Alliance

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

1) Purpose:

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

2) Time period:

This agreement is for calendar year 2027.

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

a) Human Resources

i) Provide services to evaluate and implement salary and benefits for NWSA employees.

ii) Provide services to support NWSA employee relations, professional development, compensation/classification, leave administration, retention, recruiting and hiring.

iii) Provide services to support NWSA organizational development

iv) Work closely with benefits broker to insure cost competitive rates with vendors.

v) Excluded from this agreement is any NWSA specific employee engagement programs and funding.

b) Labor Relations

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

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

Service Area and Department (Acct if appropriate)	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage or Formula & Dept	2027 Budgeted Amount[2]
Human Resources Dept# 76	3.a-b	Fixed Percentage	Percentage of POT department budget based on analysis of work activities	63% of actual spending. Based on existing methodology adjusted for HC changes	$1,041,464

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

a) None.

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

a) None.

7) Service Level Expectations:

a) Employee information is handled in compliance with all applicable laws.

b) Salary and benefit programs are designed based on competitive market data which takes into account the Seattle market, given NWSA's work in the North Harbor.

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

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

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

c) NWSA recruitments are conducted in a timely manner and take into account any NWSA-specific priorities and policies.

d) Performance Measures and Metrics:

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

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

Service Area	Type of Measure[3]	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target
Human Resources - Recruitment	Time Based	- Respond to all parties as it relates to recruitment, clearly communicating process and status thereof	- 48 hour response in most circumstances
Human Resources – Employee Relations	Time Based	- Respond to all questions and requests, clearly communicating process and status thereof	- 48 hour response in most circumstances
Human Resources – Performance Management	Time Based	- Complete performance management process to allow for on time pay increase	- Pay increase effective 4/1
Human Resources - Leave Administration	Time Based	- Administer leaves in compliance with federal, state, local regulations and Port/NWSA policies	- In compliance with

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[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

			regulations and policies

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

a) NWSA – David Morrison

b) POT – Vanessa Audett

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.

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EXHIBIT POT - 15

Service Directive for Environmental and Planning Support Services

by and between

Port of Tacoma and The Northwest Seaport Alliance

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

1) Purpose:

The purpose of this exhibit is to identify the services provided by and between the Port of Tacoma with regard to Support Services listed above for and to 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 POT to The NWSA

a) Environmental and Planning

i) POT Permitting and Remediation staff will provide The NWSA with project delivery for NWSA projects. Services include planning, permitting, SEPA/NEPA, environmental remediation and habitat mitigation.

(1) POT Permitting staff, at the request of the NWSA, may manage NWSA federal service liaison positions.

(2) POT staff, at the request of the NWSA, may assist with NWSA lease reviews and associated property management.

ii) POT staff will fill key roles for NWSA environmental program management. NWSA, POT & POS staff will coordinate closely on regional air quality, land use, transporation, and facility planning, economic impact studies and water quality (stormwater MS4 and ISGP) management programs.

iii) For projects completed in King County or of regional signficance, POT and NWSA staff will coordinate with Port of Seattle Maritime Division staff, including but not limited to permitting, SEPA/NEPA, project management, land use, transporation and facility planning, construction management, regional environmental policies, water quality,

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economic impact analysis and programs (e.g. ORCA/Underwater Noise, mitigation banking, and federal/state regulatory policy), and design services as requested.

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

iv) POT Environmental Services staff will provide oil and hazardous material cleanup response, hazardous material cleanup, illicit discharge response and management of hazardous material disposal on NWSA projects as needed.

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

Service Area and Department # (Acct if appropriate)	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage or Formula & Dept	2027 Budgeted Amount[2]
Environmental Project/Program/Innitaitive/Lease Support Dept# 48	3.a.i-iii	Project Charges	Project-Specific Agreements; allocation based on where work occurs (licensed/non-licensed properties) shoreline or land area or as otherwise agreed to.	Hourly Rate Schedule $245.40/hr	Costs for "Expense" project are included in operating expenses

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

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

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

Oil and Hazardous Material Cleanup Response Dept# 48	3.a.iv	Project Charges	Already budgeted in POT, no charge.	Included above	Included above

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

a) Planning and Environmental Programs (POT: E. Johnson, NWSA: J. Jordan)

i) NWSA staff will provide Senior Director leadership to POT Environmental staff and the Executive Director and/or the POT leadership team (allocated through the annual established rate).

ii) NWSA staff will provide services to POT for port facility planning, land use planning, transportation planning, strategic planning, air quality and water quality (stormwater) management programs, economic impact analysis, comprehensive scheme of harbor improvements and grant management coordination related to POT Non-Alliance properties.

iii) NWSA, POT, & POS staff will collaborate and share information on land use plans and projects and environmental initiatives and programs.

iv) NWSA staff will provide project-specific planning and environmental support to POT as requested, for POT Non-Alliance properties.

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

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

Service Area and Department (Acct if appropriate)	Service Item (from list above)	Method of Charges	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2027 Budgeted Amount
Planning Programs Dept# 80	5.a.ii	Fixed	Percentage of NWSA department costs based on analysis of work activities	36% of actual spending	$539,428
Air, Water Quality Environmental Project/Program/initiative Support	5.a.i	Project Charges	Project-Specific Agreements	Hourly Rate $245.40/hr	Costs for "Expense" project are included in

Dept# 48					operating expenses
Oil and Hazardous Material Cleanup Response Dept# 48	5.a.iii	Project Charges	Already budgeted in NWSA, no charge.	Included above	Included above

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

a) <u>Approval</u>: All services provided by POT for the NWSA shall be approved and/or authorized by the NWSA or their designated representative. The NWSA Master Policy is the controlling document for authorization of projects. Execution of work shall be consistent with relative policies and procedures for each organization.

b) <u>Request for Services</u>: All requests for services shall be documented. Any changes to the agreed to terms of services shall be documented and agreed to by all parties.

c) <u>Performance Measures and Metrics:</u>

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

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

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Service Area	Type of Measure[3]	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target
Environmental & Planning	*Time Based*	- *Timely response to request*	- *w/in 24 hrs*

[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

Planning	*Time Based*	- *Timely notice of change in scope, schedule or budget*	*Within 24 hours of change*
Oil and Hazardous Material Clean up	*Time Based*	- *Manage clean up* - *Notification to reg agencies* - *Future preventon plan*	- *w/in 24 hrs* - *w/in 48 hrs* - *w/in 72 hrs*

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

a) NWSA – Jason Jordan

b) POT – Eric Johnson

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.

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EXHIBIT POT - 16

Service Directive for Marketing and Business Support Services

by and between

Port of Tacoma and The Northwest Seaport Alliance

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

1) Purpose:

The purpose of this exhibit is to identify the services provided by The Northwest Seaport Alliance with regard to Support Services listed below for The Port of Tacoma. 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 POT to The NWSA

a) None.

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

a) None.

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

a) Provide market intelligence, research, reporting, data and support services to various POT departments including Finance, Environmental, Real Estate, Public Affairs, etc. b) Provide monthly tracking and reporting on the POT grain terminal and yearly forecasting including research on crop and business assumptions.

c) Provide POT Auto business support including hosting, marketing, advertising, administration support, volume reports and subscription services.

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

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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]
Marketing & Business Support Dept #82	3.a-d	Fixed Amount	Negotiated amount	Fixed Fee	$131,018

7) Service Level Expectations:

a) Effectively prioritize and manage business activities associated with the NWSA and Port of Tacoma.

b) Provides timely strategic planning and commercial support for Port of Tacoma businesses.

c) Performance Measures and Metrics:

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

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

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

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

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

Service Area	Type of Measure[3]	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target
Grain Market Reporting	Time Based	Monitor grain terminal volumes on monthly basis, include in the monthly POT financials. Prepare annual forecast.	Monthly volume, yearly forecast

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

a) NWSA – Tong Zhu, Chief Commercial & Strategy Officer

b) POT – Eric Johnson, Executive Director

It is expected that the identified contact people will communicate monthly, 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.

Changes made and emailed EJ on 8/29/25. Changes made in accordance with the email Tong sent to EJ and Alisia dated Sept. 5th and 23. Alisa confirmed the amount and scope based on the email.

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

EXHIBIT POT - 17

Service Directive for Railcar and Freight and Operations Coordinator Support Services

by and between

Port of Tacoma and The Northwest Seaport Alliance

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

1) Purpose:

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

2) Time period:

This agreement is for calendar year 2027.

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

a) Customer Service

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

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

Service Area and Department (Acct if appropriate)	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage or Formula & Dept	2027 Budgeted Amount[2]
Customer Service Dept 16	3.a	Fixed Percentage	Percentage of POT department budget based on analysis of work activities	100% of actual spending	$1,904,508

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

a) None.

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

a) None.

7) Service Level Expectations:

a) Operations resources are available for efficient operations and timely service delivery.
b) Manage operating costs using best operational best practices to maximize profitability.
c) Performance Measures and Metrics:

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

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

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

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

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

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

Service Area	Type of Measure[3]	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target
Customer Service	Accuracy	Deliver billing information to billing department	5 days after vessel
		Dock Receipt copy to shipping line	Daily
		Customs Clearance	Daily
		Damage Reporting	Daily
		Accurate OSD Reporting	Daily
		Manifest Reception and Accuracy	Daily
		Yard inventory	Daily
Railcar Coordinators	Accuracy	Order rail cars into NIM yard (switch request)	Daily
		Performance Reporting	Daily/Weekly
		Accountability Reports	Daily
		Planning Container loading	Daily
		Receiving Rail cars into the NIM yard	Daily
		Coordinating Rail car inspections with TTX	Daily
		Track and Tracing Rail cars and containers	Daily
Freight Coordinators	Accuracy	Customs Clearance Paperwork	Daily

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[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

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

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

a) NWSA – Jeff Bellerud/Bob Meyer

b) POT – Erin Galeno

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

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EXHIBIT POT - 18

Service Directive for AUTO Business Development and Management Services (Taylor Way Auto Facility)

by and between

Port of Tacoma and The Northwest Seaport Alliance

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

1) <u>Purpose</u>

The purpose of this exhibit is to identify the services provided by the Northwest Seaport Alliance with regard to Support Services listed below for The Port of Tacoma. 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) <u>Time period</u>

This agreement is for the calendar year 2027.

3) <u>Scope of Services to be provided by POT to the NWSA</u>

a) None.

4) <u>Cost for Service and Charge Methodology – POT to The NWSA</u>

a) None.

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

a) Management of Taylor Way Auto Facility business, including hosting, travel.

b) (this is included in the marketing & business services agreement). Monthly highlights (4-5 bullet points) EXCEPT the month of January, April, August, and December 2027 when the quarterly meetings will be held to include accounts receivable.

c) Quarterly Reporting (by auto group and as combined) of the following: revenues, expenses, and net income, along with variances (in dollars and by percentages) from projections and from prior year performance. The reporting is summarized on the quarterly reporting template and emailed each quarter to the POT Executive Team and Real Estate Director.

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d) Revised revenue forecast and notes of any anticipated changes in the industry and/or competition

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

Service Area and Department (Acct if appropriate)	Service Item (from list above)	Method of Charges	Basis for Charge	Hourly Rate, Fixed Percentage or Formula & Dept	2027 Budgeted Amount
Non Container Dept# 14	5.a	Fixed Amount	Percentage of budget based on analysis of work activities	Fixed Fee	$157,889

7) Service Level Expectations

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

b) Performance Measures and Metrics:

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

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

Service Area	Type of Measure[1]	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target

[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

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Revenue management	Management	Monitor auto volumes to ensure that minimum payment is accurately identified and invoices	Estimated $2.9 million revenue

8) <u>Primary Contacts</u>

a) NWSA – Tong Zhu, Chief Commercial & Strategy Officer

b) POT – Eric Johnson, Executive Director

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 quarterly financial performance of actual vs. projected spending. Eric requesting monthly check-ins, 1 x 1s to gauge how it's going, what's going etc. – quarterly financial are fine, but we just want monthly updates on overall business.

Changes suggested and emailed EJ for his review 8/29/25

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- Accuracy – measure to have a specified level of accuracy to be measurable.
- Other – measure that doesn't fit into category above.

EXHIBIT POT - 19

Service Directive for Additional Support Services as Needed

by and between

Port of Tacoma and The Northwest Seaport Alliance

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

1) <u>Purpose:</u>

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

2) <u>Time period:</u>

This agreement is for calendar year 2027.

3) <u>Scope of Services to be provided by POT to The NWSA</u>

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

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

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

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

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

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

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

7) Service Level Expectations:

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

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

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

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a) To be determined for each individual service to be provided at the time of request
b) Performance Measures and Metrics:

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

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

Service Area	Type of Measure[3]	Performance Measure (SMART - Specific, Measurable, Achievable, Relevant, Time Bound)	Target
Example - Accounting	*Time Based*	- *Days to complete monthly close* - *Days to complete quarterly close*	- *X days* - *X days*
Example - Finance	*Time Based*	*Meet budget deadlines:* - *Complete Prelim Budget Document* - *Present Prelim Budget in Study Session* - *Present Final Budget to MM*	 *10/2/2027* *10/30/2027* *11/13/2027*
Example - Treasury	*Management*	*Maintain Cash on Hand consistent with policy*	*(input calculation here)*
Example - Payroll	*Accuracy*	- *# payments requiring manual intervention* - *Number of out of cycle payments*	*____ pmts* *____ pmts*
Example – Planning	Time Based	- Days to complete an assigned project	- X days

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

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

a) NWSA – David Morrison

b) POT – Erin Galeno

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

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EXHIBIT POT -20

Service Directive for Tacoma Harbor Customs and Border Patrol Facilities

by and between

Port of Tacoma and The Northwest Seaport Alliance

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

1) Purpose:

The purpose of this exhibit is to identify the services provided by and between the Port of Tacoma with regard to Support Services listed above for or byThe 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 POT to The NWSA

a) None.

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

a) None.

5) **Facility costs for Customers and Border Patrol in the South Harbor/ Port of Tacoma.**

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

Service Area and Department (Acct if appropriate)	Service Item (from list above)	Method of Charges	Basis for Charge	Hourly Rate, Fixed Percentage or Formula & Dept	2027 Budgeted Amount
Tacoma Harbor Customs and Border Patrol facility costs Dept# 11	5	Fixed Percentage of Actual Costs	Percentage of budget based on analysis of work activities	10.5% of ALL actual spending related to Tacoma	$68,050

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				Harbor CBP Facility	

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

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

b) <u>Performance Measures and Metrics:</u>

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

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

Service Area	Type of Measure[1]	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) <u>Primary Contacts:</u>

a) NWSA – Tong Zhu

b) POT – Eric Johnson

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

[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

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

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EXHIBIT POT21 – NWSA Real Estate
Service Directive for Municipal, County, and State

Use of NWSA-Licensed Property

by and between

Port of Tacoma and The Northwest Seaport Alliance

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

1) Purpose:

The purpose of this exhibit is to identify the services provided to The Northwest Seaport Alliance with regard to Support Services listed above for the Port of Tacoma. 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 POT to The NWSA

a) 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 POT as the property owner. In such cases, these payment funds should be transferred to The NWSA as licensee/agent for the property. In the year ahead, POT expects to receive funds from the Washington State Department of Transportation (WSDOT) relating to a Temporary Construction Easement (TCE) between POT and the Washington State Department of Transportation for the SR 167 Project. NWSA is expected to participate in these negotiations. The TCE establishes the amount that WSDOT will pay for TCEs on related POT properties including those licensed to NWSA. In the event other TCEs are paid directly to POT for use of NWSA licensed-property, payment for such TCEs, shall be transferred by POT to NWSA pursuant to the terms of this exhibit.

b) Permanent easements will be addressed separately by the parties.

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

Service Area and Department (Acct if appropriate)	Service Item (from list above)	Method of Charges[1]	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2027 Budgeted Amount[2]
Real Estate Dept #08	3	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 the actual amount received for use of NWSA-licensed property	Any associated amounts in the event TCEs are paid directly to POT for use of NWSA licensed-property.

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

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.

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

a) None.

7) **Service Level Expectations:**

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

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

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

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these performance metrics.

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

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

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

[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

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
Real Estate	Management	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.

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

a) NWSA – Jim Vo

b) POT – Debbie Shepack

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.