



## **PERSONAL SERVICES AGREEMENT NO. 070924**

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**PROJECT: Public Affairs Support Services**

**CONSULTANT: Mammoth Agency, 501 E. Pine Street #201, Seattle WA, 98122**

**PROJECT MANAGER: Nick Demerice GL ACCOUNT NO. 20-6005-88-0000-00**

THIS AGREEMENT is made and entered into by and between the **Port of Tacoma** (*hereinafter referred to as the "Port"*) and **Mammoth Agency** (*hereinafter referred to as the "Consultant"*) for the furnishing of Public Affairs Support Services Personal Services (*hereinafter referred to as the "Project"*).

The Port and Consultant mutually agree as follows:

### **SCOPE OF WORK**

The Consultant will include collaboration with the ports and NWSA staff on any of the items below, as required by each participating organization to include but not limited to:

- Assist in regional identity messaging to communicate the value port activity brings to the Puget Sound region, Washington state and the nation.
- Develop recommended earned and paid media campaigns to meet the objectives.
- Develop content to reinforce the messages, such as presentations, podcasts, videos, ads, leave-behind print pieces.
- Research awareness and campaign effectiveness.
- Provide analysis, advice and support to evolve campaigns.

### **ASSUMPTIONS**

The consultant must work within an annual budget for fees and hard costs related to all marketing and advertising expenditures and other services. In addition,

- Work to develop a cost-effective plan that is responsive to marketing and advertising needs.
- Recommend ways to generate cost savings wherever possible and provide quantitative and qualitative measurements that illustrate the return on investment for marketing and advertising programming.

- Be responsible for creative design, copywriting and production of printed materials produced in support of the alliance's public affairs efforts and will be approved by the home ports and NWSA. The ports and NWSA will own all original artwork, layout, design and final product.
- Offer alternative campaigns rather than only one creative solution to a particular promotion. At least three versions of storyboards, ads and other creative products must be offered when the Consultant makes a creative presentation to the ports or NWSA.
- Obtain written approval from the ports or NWSA before producing any advertisement or related material. When producing any creative work, the Consultant must not vary from approved scripts, copy, storyboards or layouts without the ports' or NWSA's written approval. The Consultant will be liable for all costs if advertisements or collateral materials are executed in a manner not consistent with the ports' or NWSA's written approval.
- Charge a Port or NWSA only one time for artwork that is used in multiple forms, except for the reduction or enlargement of the artwork. Artwork required for any print advertisements must be billed as a one-time item. Any duplication of charges for artwork will be rejected. All original artwork becomes the property of the home port or NWSA and will be delivered to upon request.
- Develop multi-media campaigns in support of the promotions identified in the Ports' or NWSA's public affairs plan.
- May be required to assist the Ports or NWSA in developing slogans, copywriting or art for other uses.
- Use the Ports' and NWSA's approved printers and mail houses for production.
- Submit for the Port or NWSA approval all production estimates. Estimates must clearly indicate any subcontractors or other parties who will be involved in the production work and where those parties are located.

## **COMPENSATION**

This will be accomplished on a monthly retainer of \$7,120.00 per month not to exceed 40 hours, above that will be charged from the rates in attachment A and will not exceed \$230,000.00 per year without prior written approval from the Port.

Consultant is responsible for working within the budget as agreed. Should the Consultant incur costs beyond the not-to-exceed contract budget amount without an executed amendment to this contract, the Consultant is solely responsible for the additional costs.

All invoices shall be emailed to [NWSAprocurement@nwseaportalliance.com](mailto:NWSAprocurement@nwseaportalliance.com). The email must include the required supporting documentation. Incomplete or improperly prepared invoices will be returned for correction without processing or payment.

Consultant agrees to submit timely invoices as the work progresses. Invoices that are submitted for payment 90 days or more after the work was completed are subject to non-payment.

The length of this agreement is from the date of execution to **October 31, 2020**.

This agreement is expressly conditioned upon the **Terms and Conditions** attached and by reference incorporated herein. Consultant acknowledges reading this Agreement, understands it and agrees to be bound by its Terms and Conditions.

**AGREED**

**PORT OF TACOMA**

**MAMMOTH AGENCY**

By \_\_\_\_\_  
Mark Little  
Director, Contracts & Purchasing

Date

By \_\_\_\_\_  
Brooke Blue  
Managing Director

Date

## Northwest Seaport Alliance Terms And Conditions Personal Services Agreement

In consideration of the mutual covenants, obligations, and compensation to be paid by the NWSA to Consultant, it is agreed that:

### 1. Key Personnel

The Consultant and/or its subconsultants' key personnel, as described in its Consultant selection submittals, shall remain assigned for the duration of the Project unless otherwise agreed to by the NWSA.

### 2. Relationship of the Parties

Consultant, its subconsultants and employees, is an independent Contractor. Nothing contained herein shall be deemed to create a relationship of employer and employee or of principal and agent.

### 3. Conflicts of Interest

Consultant warrants that it has no direct or indirect economic interest which conflicts in any manner with its performance of the services required under this Agreement. Consultant warrants that it has not retained any person to solicit this Agreement and has not agreed to pay such person any compensation or other consideration contingent upon the execution of this Agreement.

### 4. Compliance with Laws

Consultant agrees to comply with all local, state, tribal and federal laws and regulations applicable to the project, including building codes and permitting regulations existing at the time this Agreement was executed and those regarding employee safety, the work

place environment, and employment eligibility verifications as required by the Immigration and Naturalization Service. Consultant shall obtain all professional licenses and permits required to complete the scope of work as defined.

### 5. Records and other Tangibles

The NWSA is a public entity and must maintain access to, and be able to provide, records per RCW 40.14, RCW 42.56 and the Secretary of State's Local Government Common Records Retention Schedule (CORE) Version 3.3 (October 2016). Therefore, until the expiration of six years after the term of this Agreement, Consultant agrees to maintain accurate records of all work done in providing services specified by the Agreement and to deliver such records to the NWSA upon termination of the Agreement or otherwise as requested by the NWSA.

### 6. Ownership of Work

The services to be performed by Consultant shall be deemed instruments of service for purposes of the copyright laws of the United States. The NWSA has ownership rights to the plans, specifications, and other products prepared by the Consultant. Consultant shall not be responsible for changes made in the models, programs, reports or other products by anyone other than the Consultant. Consultant shall have free right to retain, copy and use any tangible materials or information produced but only for its own internal purposes. Use of models, programs, reports or other products prepared under this Agreement for promotional

purposes shall require the NWSA's prior consent. Notwithstanding anything to the contrary in this Agreement, Consultant and its personnel are free to use and employ their general skills, know how, and expertise, and use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of this Agreement so long as they acquire and apply such information without any unauthorized use or disclosure of confidential or proprietary information from the NWSA.

## **7. Disclosure**

All information developed by the Consultant and all information made available to the Consultant by the NWSA, and all analyses or opinions reached by the Consultant shall be confidential and shall not be disclosed by the Consultant without the written consent of the NWSA.

## **8. Compensation**

As full compensation for the performance of its obligations of this Agreement and the services to be provided, the NWSA shall pay Consultant as specified in the Agreement.

## **9. Payment Schedule**

Consultant shall submit detailed numbered invoices showing description of work items being invoiced, work order number, title of project, total authorized, total current invoice, balance of authorization.

## **10. Costs and Disbursements**

Consultant shall pay all costs and disbursements required for the performance of its services under this Agreement.

## **11. Insurance - Assumption of Risk**

a) As a further consideration in determining compensation amounts, the Consultant shall procure and maintain, during the life of this Agreement, such commercial general and automobile liability insurance as shall protect Consultant and any subconsultants performing work under this Agreement from claims or damages from bodily injury, including death, resulting there from as well as from claims for property damage which may arise under this Agreement, whether arising from operations conducted by the Consultant, any subconsultants, or anyone directly or indirectly employed by either of them. Certificates of Insurance shall evidence:

i. Commercial General Liability coverage on occurrence form CG0001 or equivalent with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.

ii. Automobile Liability: ISO Form Number CA 00 01 covering owned, non-owned and hired vehicles of \$1,000,000 combined single limit per accident.

iii. Workers Compensation Insurance: Statutory Workers Compensation Insurance as required by the State of Washington.

iv. Stop Gap/Employers Liability Insurance shall be provided with a limit of not less than \$1,000,000 per claim.

b) With respect to claims other than professional liability claims, Consultant and its subconsultants agree to defend, indemnify and hold harmless the NWSA, its appointed and elective officers and its

employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services.

- c) With respect to professional liability claims only, Consultant and its subconsultants agree to indemnify and hold harmless the NWSA, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services.
- d) All policies shall be issued by a company having an A. M. Best Financial Strength Rating of A- and Financial Size Category of VI or better. The Consultant shall be responsible for notifying the NWSA in writing within ten (10) days of receipt of notice of coverage being suspended, voided, cancelled or materially reduced. The NWSA shall be named as an additional insured on all policies by endorsement on ISO Form CG 20 10 Form B or equivalent. Additionally, except for Workers Compensation, waivers of subrogation shall be provided by endorsement to all policies.

## **12. Standard of Care**

Consultant shall perform its work to conform to generally accepted

professional standards. Consultant shall, without additional compensation, correct or revise any errors or omissions in such work.

## **13. Time**

Time is of the essence in the performance by the Consultant of the services required by this Agreement.

## **14. Assignability**

Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any party without prior written consent of the NWSA.

## **15. Term of this Agreement**

The effective dates of this Agreement are as specified. This Agreement may be terminated by the NWSA for cause when the NWSA deems continuation to be detrimental to its interests or for failure of the consultant to perform the services specified in the Agreement. The NWSA may terminate this Agreement at any time for government convenience in which case it shall provide notice to the Consultant and reimburse the Consultant for its costs and fees incurred prior to the notice of termination.

## **16. Disputes**

If a dispute arises relating to this Agreement and cannot be settled through direct discussions, the parties agree to endeavor to settle the dispute through a mediation firm acceptable to both parties, the cost of which shall be divided equally. The NWSA reserves the right to join any dispute under this Agreement with any other claim in litigation or other dispute resolution forum, and the Consultant agrees to such joinder, so that all disputes related to the project may be consolidated and

resolved in one forum. Venue for any litigation shall be the Pierce County Superior Court of the state of Washington and the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

#### **17. Extent of Agreement**

This Agreement represents the entire and integrated understanding between the NWSA and Consultant and may be amended only by written instrument signed by both the NWSA and Consultant.

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## Attachment "A"

### HOURLY RATES

**Mammoth Agency  
Public Affairs Support Services  
PSA No. 070924**

<u>Personnel</u>	<u>Hourly Rates</u>
Managing Director	\$250.00
Creative Director	\$250.00
Communications Director	\$200.00
Interactive Designer & Developer	\$175.00
Interactive Developer & Multimedia Designer	\$175.00
Digital Communications Manager	\$150.00
Operations Manager	\$150.00
Graphic Designer	\$150.00
Research Coordinator	\$100.00

**All other fees will be paid per the Port of Tacoma Terms & Conditions.**

Additional personnel are not authorized without prior written approval from the Port's Project Manager.