

THE NORTHWEST SEAPORT ALLIANCE
MEMORANDUM

MANAGING MEMBERS
ACTION ITEM

Item No. 3C
Date of Meeting September 1, 2020

DATE: August 21, 2020

TO: Managing Members

FROM: John Wolfe, CEO

Sponsor: Jason Jordan, Director, Environmental and Planning Services

Project Manager: Steve Nicholas, Senior Project Manager

SUBJECT: Dual Action – Amend NWPCAS ILAs with Port of Vancouver, BC Canada

A. ACTION REQUESTED

As referenced in NWSA Resolution No. 2020-02, Exhibit A, Delegation of Authority Master Policy, Paragraph 8.b.i. requires authorization from Managing Members to enter into or amend an ILA with another public agency.

Request authorization via a dual vote of the Northwest Seaport Alliance Managing Members and Port of Tacoma Commission, for the NWSA Chief Executive Officer and the Port of Tacoma Executive Director or their delegates to amend existing Interlocal Agreements between their respective entities and the Vancouver Fraser Port Authority for the Northwest Ports Clean Air Strategy Update project, increasing the commitment of each entity by CAD \$8,876.67 (~US \$7,000).

B. SYNOPSIS

Due to project delays and addition of scope, additional funding is needed to support the 2020 update of the Northwest Ports Clean Air Strategy (NWPCAS) in the amount of CAD 8,876.67 (~ US \$7,000) per US port entity. These funds will go towards paying consulting costs that were not anticipated as part of the original project scope. Port of Seattle has already approved these additional funds because their Master Policy did not require action of the Commission to do so.

The reasons for the additional costs are: addition of a third round of stakeholder engagement, development of a second “Discussion Draft” to support this additional round of engagement, and additional facilitation and planning of joint meetings to develop the NWPCAS content due to more difficult than anticipated negotiations between the parties.

C. BACKGROUND

In July 2018, Managing Members, via a triple vote, authorized the executives of the NWSA, Port of Tacoma, and Port of Seattle to enter into separate ILAs with the Port of Vancouver, BC to fund the 2020 update to the NWPCAS. The agreement was for Port of Vancouver BC to directly manage the consultant who would facilitate the strategy update with the U.S. port entities reimbursing Port of Vancouver for their share of the associated costs. Costs were to be shared to reflect an equal split between the founding three ports (Tacoma, Seattle, and Vancouver), with the Port of Vancouver paying 33.3% and the three U.S. port entities (the NWSA, Port of Tacoma, and Port of Seattle) together paying the remaining 66.6%. The NWSA and Port of Tacoma are therefore responsible for 22.2% of the total costs. The original ILA presentation is attached. A full update on the 2020 NWPCAS update will be presented as part of this meeting’s agenda.

D. ATTACHMENTS

- ILA Acceptance Action Memo (July 2018)
- ILA between the NWSA and Port of Vancouver BC
- ILA between Port of Tacoma and Port of Vancouver BC
- Amendment to the ILA between the NWSA and Port of Vancouver BC
- Amendment to the ILA between Port of Tacoma and Port of Vancouver BC

THE NORTHWEST SEAPORT ALLIANCE
MEMORANDUM

MANAGING MEMBERS
ACTION ITEM

Item No.	<u>4D</u>
Date of Meeting	<u>July 17, 2018</u>

DATE: July 3, 2018

TO: Managing Members, The Northwest Seaport Alliance

FROM: John Wolfe, Chief Executive Officer
Sponsor: Jason Jordan, Director, Environmental and Planning Services
Project Manager: Sara Cederberg, Environmental Senior Project Manager

SUBJECT: Dual Vote NWSA/POT/POS: Northwest Ports Clean Air Strategy ILA – Vancouver Fraser Port Authority

A. ACTION REQUESTED

As referenced in NWSA Resolution No. 2016-04, Exhibit A, Delegation of Authority Master Policy, Paragraph 8.b.i. requires authorization from Managing Members to enter into Interlocal Agreements (ILAs) with other public agencies.

Request authorization for the NWSA CEO, POS Executive Director, and POT CEO to each enter into an agreement in the amount C\$16,845.36 (~\$13,000 USD) each for work associated with the Northwest Ports Clean Air Strategy Interlocal Agreement (ILA) – Vancouver Fraser Port Authority, NWSA Master Identification No. 201007.01, POS Project Number 105760, POT Master Identification Number 101044.01.

B. SYNOPSIS

The costs of the services being provided by the consultant to manage the development of the Northwest Ports Clean Air Strategy 2019 Update will be shared with the Vancouver Fraser Port Authority (VFPA) paying 33.3% of the costs, and the Northwest Seaport Alliance, the Port of Tacoma, and the Port of Seattle each paying 22.2% of the costs.

The consultant will invoice VFPA directly for the costs of providing the services. VFPA will invoice the Northwest Seaport Alliance, Port of Tacoma, and Port of Seattle for its portion of the costs. The three U.S. port entities share of costs of the services shall not exceed C\$16,845.36 (~\$13,000 USD), unless the parties otherwise agree in writing.

C. BACKGROUND

The original Northwest Ports Clean Air Strategy (NWPCAS) was developed in 2007 and published in 2008 in collaboration amongst Port of Vancouver (POV), the Port of Seattle

(POS), and the Port of Tacoma (POT), with the aim of reducing air emissions from maritime and port-related activities, such as vessels, trains, trucks and terminal equipment, that affect air quality and contribute to climate change in the Puget Sound-Georgia Basin air shed. The Northwest Seaport Alliance (NWSA) became a full member upon its formation in 2015. It remains a strong example of collaboration across commercially competing ports to achieve common environmental goals.

Several government agencies take part in the development and implementation of the NWPCAS, including the US Environmental Protection Agency (EPA), the Washington State Department of Ecology (Ecology), the Puget Sound Clean Air Agency (PSCAA), Environment Canada, and Metro Vancouver. Each agency has provided comments on the proposed NWPCAS Update workplan.

The NWPCAS sets direction and helps staff prioritize emission reduction projects. While the U.S. ports have adopted their own ambitious climate targets, the NWPCAS complements those commitments by providing different strategies and techniques for achieving those targets. This update cycle provides the opportunity to align the NWPCAS with the longer-term air quality objectives established in the GHG Reduction Resolutions of the NWSA, the POT Strategic Plan, and the POS updated Century Agenda goals, consistent Energy and Sustainability committee recommendations, as well as the opportunity to better align the NWPCAS with the strategic objectives of the ports.

The NWPCAS was most recently updated in 2013 and this update is scheduled to begin in 2018. This update will develop new goals for emission reductions through at least 2025. There are several opportunities for improvement within the NWPCAS, including, for example, broader stakeholder engagement both developing the NWPCAS and during its implementation, a clear prioritization of strategies including having a better accounting of exposure to contaminants, and increasing flexibility in achieving performance-based targets.

This interlocal agreement will establish a cost-sharing structure for consultant support to develop and publish the next update to the NWPCAS.

D. PROJECT DESCRIPTION AND DETAILS

The 2013 NWPCAS is approaching the end of its 5-year implementation period, and the four port partners will be engaging a consultant to support a review of the existing strategy and the development of an updated strategy. This will be an opportunity to review the challenges and opportunities of this collaborative program, articulate an updated future direction (vision, goals, objectives), identify an updated framework for action (including, as appropriate, sector-level goals, targets, activities), and define the process for reviewing and reporting progress over the next 5-year period. This process will also provide an opportunity for ports to obtain input from a wide range of stakeholders, including industry and near-port communities that will inform the development of the 2018 NWPCAS.

The NWSA has established several guiding principles to inform this work:

1. **Focus.** Prioritize policy based on cost effectiveness, resource efficiency, and long-term sustainable funding. Create policy that is fit for purpose, that is, policy that addresses the most significant impacts of a process and only includes requirements that deliver measurable, quality outcomes.
2. **Balance.** Optimize policy based on multiple factors including the best available scientific understanding of technology, efficiency measures, international industry norms, first costs, life cycle costs, and environmental, health and social impacts.
3. **Inclusive Engagement.** Follow a multi-stakeholder development process to create policy that is representative of the industry and community and builds a sense of ownership by the stakeholders.

The maritime industry is made up of a diverse stakeholder body including local, state, federal government agencies, labor, multiple industries, near-port communities, and environmental non-profits. These various stakeholders are experts in their fields and bring a diversity of ideas to help the US Ports (the Northwest Seaport Alliance, the Port of Seattle and the Port of Tacoma) achieve our objective of creating a voluntary, joint strategy to reduce port-related air emissions that affect air quality and climate change in the Puget Sound/Georgia Basin Airshed.

Staff will engage multiple consultants to aid in facilitation and work with our agency partners to bring together a balanced and representative group of interested stakeholders for deliberation in the drafting process, paying particular attention to those stakeholders who will be directly affected by implementation. Extra efforts will be made to engage stakeholder groups that are underrepresented or disadvantaged. The US Ports will make public the feedback received and how comments were taken into account. Port of Vancouver will follow their own process for consultation. In order to engage a wide variety of stakeholders, outreach will be undertaken in multiple phases.

Phase 1

The four port entities (NWSA, POS, POT, POV) have engaged a consultant to conduct background research to identify regulatory, policy and technical context, and best practices. The consultant will summarize current initiatives happening at the four port entities as well as identify broader regulatory, policy, and technology trends. They will also conduct a desktop review of current initiatives underway by other ports, local and state governments and private organizations.

The NWSA will stand up an internal Steering Committee to regularly meet and provide direction on the NWPCAS. This committee will be comprised of management from Environmental, Operations, Business Development, Real Estate, and Public Affairs.

In addition, the US ports have engaged the same consultant to conduct targeted interviews with stakeholders in order to identify industry and community concerns, priorities and related

projects underway in the community. This work is scheduled to be complete by early September.

NWSA and POS staff have developed a draft outreach plan to identify the relevant groups for this background research. The consultant will not be able to interview all of these groups, hence staff or additional resources will be used to make sure everyone is reached.

This research will inform the first NWPCAS partner workshop, tentatively scheduled for the second week of September. At this workshop, the partners will discuss the trajectory of the new NWPCAS. The result of that workshop will be an updated vision and goals/objectives that support the vision. This will be presented to the Managing Members at the October or November public meeting.

Phase 2

Once the vision is established, the next phase of development will focus on content development and reporting. Staff have budgeted six months and three iterations of the strategy document for this phase. Staff will consult with multiple stakeholders in this phase to align policy with current industry best practices and represent community feedback.

In addition to the internal NWSA and POS Steering Committees, the US Ports will establish a balanced Stakeholder Committee including 2-3 representatives from:

1. Trucking
2. Terminal Operators
3. BCOs
4. Shipping Lines
5. Labor
6. Partner Regulatory Agencies
7. Community Organizations
8. Environmental Groups

Some sectors will require additional expert feedback outside of this committee, e.g. locomotives, and those groups will be established on an ad hoc basis. Any recommendations from those ad hoc groups will be shared with the Stakeholder Committee for review.

The Stakeholder Committee will make recommendations on content based upon agreed upon priorities, data, and qualitative feedback. The US Ports will make all feedback and proposals public as well as responses on how the feedback was incorporated. The four port entities will ultimately decide on the content included in the NWPCAS.

Staff anticipate one in-person kick off meeting and biweekly conference calls during the six month development process. Some meetings may be held outside of work hours to accommodate schedules. Staff request the two representatives from the Commission be engaged throughout the process and participate in these meetings as able.

Once a first draft of the NWPCAS is complete, the draft will be available for public comment for at least 45 days. Staff will review and prioritize the comments received and share this

feedback with the internal Steering Committees and Stakeholder Committees for incorporation into the second draft. All comments and responses will be posted publicly.

Schedule

- **Phase 0: Project management & project initiation (July – August 2018).** This phase will establish the governance structure for the development, including project teams, roles and responsibilities for ports and other agencies, process and timeframes to set the stage for a successful project.
- **Phase 1: Setting the stage – background & context (July – August 2018).** The first phase of the project will be an opportunity to reflect on all the changes that have occurred over the last 10 years since the first Northwest Ports Clean Air Strategy was developed, and to research and identify where changes are anticipated over the next 5 to 10 years. This includes highlighting key findings from previous implementation reports, and identifying relevant changes in policy, technology, regulation and industry trends in place now or in the near future in relation to air and GHG emissions. This is when interviews with the community will be conducted, to identify community concerns, priorities and related projects underway in the community.
- **Phase 2: Establishing the vision and framework – where do we want to be? (September – October 2018)** The second phase will involve reflecting on the last 10 years of Clean Air Strategy collaboration, identifying successes and challenges, and charting a course for the next 5 years. This will provide an opportunity to redefine the framework, if and as needed, to ensure the NWPCAS remains relevant and aligned with each port's vision for clean air in the region. After this phase, staff will present the recommendation to the Managing Members.
- **Phase 3: Defining the plan – how do we get there? (October 2018 – March 2019)** The third phase involves developing a plan for achieving the vision, goals/objectives identified during Phase 2, and conducting outreach with stakeholders on the vision and goals, as well as obtaining input to inform plan development. This is the phase when the U.S. ports will launch the stakeholder committee and seek public comment. Staff will present the draft to the Managing Members upon completing this phase.
- **Phase 4: Establishing monitoring and reporting (December 2018 – March 2019).** Phase 4 will occur simultaneously to some tasks in Phase 3. The purpose of Phase 4 is to define how the goals or objectives will be monitored and reported with an emphasis on streamlining the reporting process, including specific definitions of any targets developed, and a template or mock report demonstrating how these will be reported, and timelines for reporting.
- **Phase 5: Preparing and delivering final strategy (February – June 2019).** The final phase involves writing the full draft Strategy, building from the preliminary plan developed and approved in Phase 3, and incorporating the monitoring and reporting elements defined during Phase 4. Staff will present the final NWPCAS to the Managing Members for adoption via Resolution upon completion.

Staff recommends one representative from each of the two commissions participate in the development process by joining the external stakeholder committee and participating in the development workshops. Staff will brief the Managing Members on progress after the

completion of Phase 2 and Phase 4 and seek adoption by Resolution once the NWPCAS is complete.

The development process will include background research on industry trends, benchmarking against other ports, and community feedback before beginning a review of the structure of the NWPCAS. In Phase 2, the port partners and agencies will decide whether to continue with the same strategy framework as in the past, move to something more expansive (e.g., including water quality) or switch to simply a joint reporting effort without aligned goals.

This phase will help the ports to evaluate their internal capacity to deliver and not the content of the strategy. Once that direction is established and reviewed by the Managing Members, the development of the specific content of the NWPCAS will begin in Phase 3. This phase will include several iterations of the NWCPAS, solicitation and incorporation of ideas from external stakeholders, and result in a final draft. Concurrently, the consultant will develop the associated reporting requirements for the content in the NWPCAS to insure it is as streamlined and automated as possible, thus reducing the time and effort needed to report out annually on progress. Finally, a final document will be presented to the Managing Members for adoption via Resolution.

E. FINANCIAL IMPLICATIONS

The cost of the support to the U.S. entities (NWSA, POS, POT) is capped at C\$16,845.36 (~\$13,000 USD) each. The total estimated cost of the update is \$60,000 USD.

Each participating US Port entity will expense these costs as incurred.

Source of Funds

The current NWSA Capital Investment Plan allocates \$750,000 for this project under MID 201007.01 Northwest Ports Clean Air Strategy.

The current POT Capital Investment Plan allocates \$130,000 for this project under MID 101044.01 POT Environmental Sustainability Initiatives.

The current POS Expense Budget allocates \$35,000 for this project under Project #105760 Air Program.

F. ATTACHMENTS TO THIS REQUEST

- Memorandum of Agreement – VFPA – NWSA
- Memorandum of Agreement – VFPA – POS
- Memorandum of Agreement – VFPA – POT

G. PREVIOUS ACTIONS OR BRIEFINGS

<u>Date</u>	<u>Action</u>
May 1, 2018	Staff Briefing

NO. 18-0140
MEMORANDUM OF AGREEMENT
VANCOUVER FRASER PORT AUTHORITY
AND
NORTHWEST SEAPORT ALLIANCE

AUTHORITY:	Vice President, Corporate Social Responsibility
APPROVAL DATE:	May 1, 2018
DATE:	May 1, 2018
SUBJECT:	Funding for the Northwest Ports Clean Air Strategy 2018 Review and Update

THIS AGREEMENT made as of the 1st day of May, 2018.

BETWEEN:

VANCOUVER FRASER PORT AUTHORITY, a corporation established pursuant to the *Canada Marine Act*, with a place of business at 100 The Pointe, 999 Canada Place, Vancouver, British Columbia, Canada V6C 3T4 (the "Authority");

AND:

NORTHWEST SEAPORT ALLIANCE, having a place of business at PO Box 1837, Tacoma, Washington, USA 98401.

RECITALS:

- A. The Authority, the Northwest Seaport Alliance, the Port of Tacoma, and the Port of Seattle have agreed to complete the Northwest Ports Clean Air Strategy 2018 Review and Update Report (the "Report") and that the Authority will administer the completion of the Report;
- B. The Authority has entered into Contract No. 18-0130 with Pinna Sustainability Inc. ("Pinna") dated for the completion of the Report; and
- C. The Authority has entered into agreements with the Port of Tacoma and the Port of Seattle on substantially the same terms and conditions as this Agreement wherein the Port of Tacoma and the Port of Seattle have each agreed to fund 22.2 percent of the costs for the preparation of the Report.

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties mutually covenant and agree as follows:

Purpose

- 1. The purpose of this Agreement is to establish the obligations of the Authority to administer the completion of the Report and the obligations of the Northwest Seaport Alliance to fund 22.2 percent of the costs associated with the facilitation and project management services to prepare the Report, per the scope of work and cost of services identified as the "base tasks" outlined in Pinna's proposal dated April 11, 2018, a copy of which is attached as Schedule "A" (the "Services").

Administration

- 2. Development of the Report will be administered by the Authority in cooperation with the Northwest Seaport Alliance, the Port of Tacoma and the Port of Seattle. No board will be established to complete this effort. The Authority will be responsible for: (a) contracting, overseeing, and paying Pinna for providing the Services; (b) overseeing the drafting of the Report; and (c) overseeing the production and distribution of the final Report. Northwest Seaport Alliance will respond to information requests from Pinna directly.

Funding

3. The costs of the Services being provided by Pinna, whether incurred prior to or after this Agreement comes into effect, will be shared with the Authority paying 33.4% of the costs, and the Northwest Seaport Alliance, the Port of Tacoma, and the Port of Seattle each paying 22.2% of the costs. Pinna will invoice the Authority directly for the costs of providing the Services. The Authority will invoice the Northwest Seaport Alliance for its portion of the costs. The Authority will (as applicable) use the funds provided by the Northwest Seaport Alliance for payment to Pinna or for reimbursement of the Northwest Seaport Alliance's portion of costs already paid to Pinna by the Authority. Notwithstanding the foregoing, the Northwest Seaport Alliance's share of costs of the Services shall not exceed C\$16,845.36, unless the parties otherwise agree in writing.

Effective Date

4. This Agreement shall become effective on the day it has been executed by the Northwest Seaport Alliance and the Authority.

Termination

5. This Agreement shall terminate THIRTY (30) days after the final Report is issued to the public, or payment of the final invoice from Pinna, or all amounts owing under this Agreement have been paid, whichever is later.

Confidentiality and Use of Information

6. Confidential Information. "Confidential Information" consists of documents, communications or mental impressions concerning or relating to the preparation or completion of the Report or this Agreement that have not been published or have not become a part of the public domain (e.g. the final draft Report and accompanying supporting information). The final Report, and its supporting information, after publication are not Confidential Information. From time to time, the parties may elect to disclose or transmit Confidential Information (a) to each other; (b) to Pinna; (c) to the public stakeholders with the mutual consent of the parties, the Port of Tacoma and the Port of Seattle; or (d) subject to paragraph 8, pursuant to a legal duty to disclose Confidential Information. Confidential Information may be disclosed to or transferred among the parties orally or in writing or by any other appropriate means of communication. The parties intend that no claim of attorney-client privilege or work product immunity or any other privilege be waived as a result of exchange or transmittal of Confidential Information.

7. Maintenance of Confidentiality. The parties agree that all Confidential Information received from each other or Pinna shall be held in strict confidence by the receiving party, and that such Confidential Information shall be used only for conducting such activities that are necessary and proper to carry out the purposes of this Agreement. Each party shall take all necessary and appropriate measures to ensure that any person who is granted access to any Confidential Information or who otherwise assists Pinna in connection with this Agreement, is familiar with the terms of this Agreement and complies with the terms hereof as they relate to the duties of such person.

8. Compelled Disclosure. If Confidential Information becomes the subject of a disclosure request pursuant to any legislation applicable to a party, or of an administrative or judicial order requiring disclosure by a party, such party may satisfy its confidentiality obligations

under this Agreement by either: (a) objecting to production of any such Confidential Information, on grounds of confidentiality and/or any privilege, and seeking an order for protection or other exemption from disclosure; or (b) promptly notifying the other party that generated the Confidential Information at least five (5) business days prior to any such required disclosure and informing the other party, the Port of Tacoma, and the Port of Seattle of all material information concerning the required disclosure.

9. Non-confidential Information. Nothing in this Agreement shall prevent a party from disclosing to others or using in any manner information which such party can show: (a) was known by the party prior to such party's involvement in the Report; (b) has been published or has become part of the public domain other than by the acts, omissions or fault of such party or its agents or employees in violation of this Agreement; (c) has been furnished or made known to a party by third parties (other than those acting directly or indirectly for or on behalf of the other party, the Port of Tacoma, or the Port of Seattle) or was obtained by a party in some manner other than pursuant to this Agreement, as a matter of legal right, without any applicable restrictions on its disclosure; (d) is intended by the parties to no longer be kept confidential such as information that has been made final pursuant to Report approval process, including the final Report and the supporting information for the final Report.

Dispute Resolution

10. If and when there is a disagreement among the parties concerning any aspect of this Agreement that cannot be resolved, the aggrieved party may request the appointment of a neutral mediator to resolve the dispute. Such request shall be a condition precedent to resorting to other remedies that the aggrieved party may have. The mediator shall be selected by common agreement between the parties; however, only the requesting party shall be responsible for paying the fees of the mediator. Each party shall pay its own internal costs for participating in the mediation process. The entire mediation process shall last no longer than fourteen (14) days, starting with the request for appointment of the mediator.

Enforceability by Third Parties

11. This Agreement is not intended for the benefit of any person or entity not a signatory to this Agreement and is not enforceable by any third party.

Amendments

12. This Agreement may be amended only by an agreement in writing signed by both parties.

Severability

13. If a provision or term or condition of this Agreement is wholly or partially operationally invalid, the Agreement shall be interpreted as if the invalid provision, term or condition or part thereof had not been a part of this Agreement.

Counterparts

14. This Agreement may be executed in multiple counterparts and transmitted by electronic means, each such executed counterpart shall be deemed an original, and all counterparts together shall constitute one and the same instrument.

Governing Law

15. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the Province of British Columbia and the laws of Canada, and in cases where federal and provincial laws conflict, the federal law shall prevail. The parties shall attorn only and exclusively to the jurisdiction of courts of the Province of British Columbia save and except in the circumstance where the Federal Court has exclusive jurisdiction.

Entire Agreement

16. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in this Agreement.

The parties have executed and delivered this Agreement as of the date and year first above written.

SIGNED AND DELIVERED on behalf of)
VANCOUVER FRASER PORT AUTHORITY)
by its authorized signatories:)

_____)
Vice President, Corporate Social)
Responsibility)

_____)
Date:)

_____)
Corporate Secretary)

_____)
Date:)

SIGNED AND DELIVERED on behalf of)
NORTHWEST SEAPORT ALLIANCE by its)
authorized signatory:)

John Wolfe)
_____)
Name (please print):)

CEO)
_____)
Title (please print):)

[Handwritten Signature])
_____)
Signature:)

7-31-18)
_____)
Date:)

Schedule "A"



April 11, 2018

Christine Rigby
Environmental Specialist – Air Emissions
Vancouver Fraser Port Authority

RE: Request for Proposal for the Northwest Ports Clean Air Strategy 2018 Update

Dear Christine,

We are pleased to submit this proposal to support Vancouver Fraser Port Authority and its partners in developing an updated Northwest Ports Clean Air Strategy (NWPCAS). Our involvement with the 2013 NWPCAS update, the 2014, 2015 and 2016 annual reports, and experience with various initiatives with VFPA's Environmental Programs position us well to complete this scope of work. We also bring broad experience leading strategic planning processes in a collaborative multi-stakeholder environment with numerous other organizations.

This proposal includes our understanding of your needs, outlines our team's qualifications and experience, and offers a set of work plan activities, together with preliminary cost estimates, that may be formed into a more formal scope of work, work plan and schedule, once a more defined scope of work is available for the project.

Thank you for inviting us to submit a proposal for this engaging project. Please do not hesitate to contact me should you have any questions or require clarification.

Sincerely,

Cariad Garratt
Principal
Pinna Sustainability Inc.

Proposal:

Northwest Ports Clean Air Strategy 2018 Review and Update

Vancouver Fraser Port Authority

Date: April 11, 2018

Submitted by: Pinna Sustainability Inc.
221-2055 Commercial Dr | Vancouver BC | V5N 0C7

Contact: Cariad Garratt, Principal
604-789-2620 | cgarratt@pinna.ca



1 OUR UNDERSTANDING OF YOUR NEEDS

The Northwest Ports Clean Air Strategy (NWPCAS) was originally developed in 2007 as a collaboration between the Ports of Seattle and Tacoma and the Vancouver Fraser Port Authority, with support from Canadian and U.S. regulatory agencies. The strategy was updated in 2013 and contains overall airshed emission reduction goals with respect to shipping and port operations in the Georgia Basin-Puget Sound. Sector specific emission reduction performance targets are also defined for 2015 and 2020. The strategy focuses on reducing diesel particulate matter (DPM) and reducing greenhouse gas (GHG) emissions. In 2015, the Northwest Seaport Alliance joined the NWPCAS as a fourth port authority partner.

The 2013 NWPCAS is approaching the end of its 5-year implementation period, and the four port authority partners are seeking a consultant to support a review of the existing strategy and the development of an updated strategy (the 2018 NWPCAS). This will be an opportunity to review the challenges and opportunities of this collaborative program, articulate an updated future direction (vision, goals, objectives), identify an updated framework for action (including, as appropriate, sector-level goals, targets, activities), and define the process for reviewing and reporting progress over the next 5-year period. This process will also provide an opportunity for Ports to obtain input from stakeholders and near-port communities that will feed into the development of the 2018 NWPCAS.

Collectively, the Ports will continue to work closely with Partners (including the U.S. Environmental Protection Agency, the Washington State Department of Ecology, the Puget Sound Clean Air Agency, Environment Canada, and Metro Vancouver). Further to this, each Port will undertake direct engagement with stakeholders and communities as appropriate to each organization.

The Ports need a flexible, dynamic team that will be able to facilitate a multi-partner strategic planning process, including facilitation of full-group and sub-group meetings, both in-person and via teleconference. The team will need to facilitate strategic discussions, technical discussions and discussions with stakeholders and the public, and ensure the input is gathered in a manner that supports and informs the strategic planning process. Finally, the team will need to produce a clear, succinct report that provides a clear direction for the next 5 years, and captures the process employed to develop the updated strategy.

The scope of this proposal is based on the scope outlined in the existing 2013 NWPCAS – representing a collaboration of the four port authorities (Northwest Seaport Alliance, Port of Seattle, Port of Tacoma and Vancouver Fraser Port Authority) in the areas of clean air and reducing contributions to climate change.

2 OUR PROJECT TEAM AND ROLES

We propose three core team members to lead and undertake the majority of the project work, supplemented by graphic designers if/as needed for materials or final report layout:

- Cariad Garratt, Project Manager and Strategy Lead:
- Gillian Aubie Vines, Facilitator and Writer
- Samantha Agtarap, Analyst and Writer
- Roxy Designs, Graphic Design (as needed)

Cariad Garratt, BSc – Project Manager and Strategy Lead

Cariad will be the client contact throughout the project and will be responsible for managing the consulting team, work plan, budget and schedule in coordination with the VFPA project manager. Cariad will also lead the strategy development.

- PM or core team member for over 30 Community or Corporate Strategic Plans on air quality, energy, climate mitigation and climate adaptation (e.g. Capital Regional District, Central Okanagan Regional District, Township of Langley, Northern Rockies Regional Municipality, City of New Westminster, Peace River Regional District, Nuxalk Nation, City of Richmond)
- Excellent project management record over 15 years, projects \$10k to \$200k
- Collaborative and flexible approach to ensure the project objectives are effectively being met
- Valued for writing clear, easy to understand reports
- Extensive data analysis and interpretation expertise, including defining monitoring and reporting frameworks to support strategic plans
- Numerous Council and Regional Board presentations providing updates on progress and results

Gillian Aubie Vines, MSc, IAP2 – Facilitation and Strategy Development

Gillian will be involved with the design and facilitation of meetings among the ports and partners involved in the strategy development. She will also contribute to strategy development and writing.

- Seasoned sustainability practitioner with over 15 years experience in sustainability
- Lead designer for 13 public engagement sustainability strategic planning processes, particularly in relation to energy, adaptation, ICSPs, and social sustainability
- Engaging professional facilitation for diverse groups including public, staff, community groups, executives, scientists and engineers, elected representatives, First Nations and researchers
- Excellent communications, including developing communications strategies, graphically enhances reports, media relations, info graphics, and interactive workshops.
- Skilled networker and ability to develop and leverage partnerships to meet objectives
- Solid knowledge translator and writer, with the ability to connect with people and clearly convey complex topics to diverse audiences

Samantha Agtarap, P.Eng., – Research, Analysis and Writing Support

Samantha will support the team in all aspects of the project, from data collection and analysis to engagement preparations to report writing.

- Deep experience in air quality and energy management with over 10 years of experience with developing energy inventories and air quality and energy planning projects
- Experience with various energy management modeling tools and software and support architect for the Pinna GHG Scenario Tool
- Strong analytical skills, with emphasis on energy planning for communities aiming to generate renewable electricity
- Ability to translate technical details into clear and concise messages for broad audiences
- Experience with community and stakeholder engagement processes

3 PROPOSED WORK PLAN

We have outlined a sequence of key tasks, organized by phases based on our understanding of the project, and aligning with the scope of the 2013 Strategy – focusing on the reduction of air emissions and contributions to climate changes.

3.1 Phase 0: Project management & project initiation

This phase involves establishing the project teams, roles and responsibilities, process and timeframes to set the stage for a successful project. It also includes regular communications and ongoing project management for the duration of the project.

- **0.1 Project initiation meeting** with Port authorities and Partners. This will be a teleconference meeting to accomplish the following:
 - Confirm scope, objectives, key tasks and timelines for the project
 - Identify pertinent information and sources for the background and context phase
 - Establish roles and responsibilities, for example:
 - *Ports only*: review and approval at completion of each key phase in project
 - *Ports & Partners*: provide input on past strategies and insight to future directions; review drafts and provide timely feedback; participate in workshops and review calls
 - *External stakeholders*: each port will identify stakeholders to reach out to during Phases 1 and 3 to obtain input during plan development
 - US Ports will collectively establish a *NWPCAS Stakeholder Committee* of up to 15 people representing various external groups (industry, community, NGOs) from both Seattle and Tacoma
- **0.2 Finalize project plan** based on requirements outlined during the project initiation meeting.
 - Finalize process, work plan and schedule for strategy development (workshops, teleconference, etc.)

- Establish Terms of Reference for each team identified at the initiation meeting
- Provide 1-page at-a-glance plan to Ports and Partners for reference
- **0.3 Regular status meetings and project management**
 - Host monthly project check-in meetings with *Ports team*
 - Maintain, manage and communicate project status including progress, issues and updates

3.2 Phase 1: Setting the stage – background & context

The first phase of the project will be an opportunity to reflect on all of the changes that have occurred over the last 10 years since the first Northwest Ports Clean Air Strategy was developed, and to research and identify where changes are anticipated over the next 5 to 10 years. This includes highlighting key findings from previous implementation reports, and identifying relevant changes in policy, technology, regulation and industry trends in place now or in the near future in relation to air and GHG emissions.

- **1.1 Identify regulatory, policy and technical context and best practices**
 - What has happened within the ports – review and summarize implementation reports, interview port representatives to discuss other relevant initiatives (e.g. setting GHG targets)
 - Identify current regulatory and policy context, and known upcoming changes – including municipal, regional, provincial/state, national, international
 - Desktop review of port authorities, local, provincial/state or federal governments, and private organizations to understand best practices and burgeoning opportunities
 - Conduct targeted interviews in order to outline current technical context to obtain general understanding of technologies, feasibility / timeframe, key players developing / adopting
- **1.1-US Identify community priorities and related initiatives**
 - Conduct targeted interviews in order to identify community concerns, priorities and related projects underway in the community
- **1.2 Document background review**
 - Document findings in a spreadsheet / table format and distribute to team for reference (findings will also be incorporated into the Strategy report as appropriate)

3.3 Phase 2: Establishing the vision and framework – where do we want to be?

The second phase will involve reflecting on the last 10 years of Clean Air Strategy collaboration, identifying successes and challenges, and charting a course for the next 5 years. This will provide an opportunity to redefine the framework, if and as needed, to ensure the NWPCAS remains relevant and aligned with each port's vision for clean air and reduced contributions to climate change.

- **2.1 Define the strategic direction**
 - Host workshop with *Ports & Partners* to review findings from Phase 1, reflect on the successes and challenges of the last two strategies, and discuss the strategic direction going forward
 - Update the vision and identify goals/objectives that support the vision
- **2.2 Develop strategy framework, draft vision and goals**

- Summarize outcomes of workshop(s) into a vision and set of goals / objectives that provide the plan framework in a Word document and submit to *Ports & Partners* for review
- Host review call with *Ports & Partners*
- Update based on feedback from call and written
- **2.3 Review framework and obtain approval on proposed direction**
 - Obtain approval from *Ports* on proposed direction and plan framework
 - As needed, *Ports* to obtain approval from decision makers
- **2.3-US Present framework at public meeting**
 - Attend meeting with Port Commission to present the draft framework and proposed direction developed by the *Ports & Partners*
- **2.4 Revise work plan as needed upon approval of direction and plan framework**

3.4 Phase 3: Defining the plan – how do we get there?

The third phase involves developing a plan for achieving the vision, goals/objectives identified during Phase 2, and conducting outreach with stakeholders to inform plan development.

- **3.1 Prepare Discussion Draft #1**
 - 3.1A Host half-day workshop to identify opportunities and potential targets with *Ports & Partners* that will: profile the results of Phase 2 (context, framework and direction), obtain input in an interactive manner on opportunities overall and by sector, identify monitoring and reporting objectives
 - 3.1B Prepare Discussion Draft #1 that outlines the updated vision, goals, framework and emerging areas of opportunity to focus on for the next 5-10 years
 - 3.1C Host review call with *Ports & Partners* and update Discussion Draft #1 for engagement
- **3.2 Stakeholder review of Discussion Draft #1**
 - Prepare materials to support engagement at all ports, including powerpoint presentation, posters and key questions to ask stakeholders when gathering input
- **3.2-US Launch Stakeholder Committee and host working session**
 - Establish a Stakeholder Committee for US Ports with up to 15 members
 - Host a Stakeholder Committee meeting kick-off session to introduce the project, highlight the progress to date, identify the process going forward, and introduce Discussion Draft #1
 - Facilitate a Stakeholder Committee 2 to 3-hour workshop to gather input on Discussion Draft #1, organized to be interactive and ensure all attendees have an opportunity for input
 - Consolidate input received to feed back into the plan development process
- **3.3 Conduct online survey**
 - Create and manage an online survey where *Ports* can invite stakeholders and/or the public to obtain broad input on draft vision, goals, opportunities identified to date
 - Analyze and consolidate results to inform the process
- **3.4 Prepare Discussion Draft #2**
 - Review all input received and consolidate to identify key additions and/or changes proposed by stakeholders
 - As needed, conduct further research through web, phone and email interviews to fill gaps and define opportunities for action

- Host a call with *Ports & Partners* to review input received, additional research / info, and determine whether and how to accommodate changes
- Prepare Discussion Draft #2 based on all input and provide to *Ports & Partners* for final round of written review and finalize
- **3.5 Stakeholder review of Discussion Draft #2**
 - Prepare materials to support engagement at all ports, including powerpoint presentation, posters and key questions to ask stakeholders when gathering input
- **3.5-US Host working session**
 - Facilitate a Stakeholder Committee 2 to 3-hour workshop to gather input on Discussion Draft #2, organized to be interactive and ensure all attendees have an opportunity for input
 - Consolidate input received to feed back into the plan development process
- **3.6 Final goals, targets, strategies and approval**
 - 3.6A Review all input received and identify any additions or changes proposed by stakeholders
 - 3.6B Host meeting with *Ports & Partners* to review and finalize vision, goals and opportunities based on input
 - Assumes two rounds of input and revision during this task
 - 3.6C Obtain approval from Ports on proposed goals, targets, strategies
- **3.6-US Present framework at public meeting**
 - Attend meeting with Port Commission to present the draft framework and proposed final goals, targets, strategies developed by the Ports & Partners

3.5 Phase 4: Establishing monitoring and reporting

The purpose of Phase 4 is to define how the goals or objectives will be reported, including specific definitions of any targets developed and a template or mock report demonstrating how these will be reported, document data sources and methods, and identify timelines for reporting.

- **4.1 Identify and document data and methods**
 - In conjunction with Phase 3, identify suitable data sources that will enable ports to track progress toward targets and report on a regular (e.g. annual) basis
 - Prepare a standard template and support the documentation of sources and methods for reporting on selected targets, based on input from the port authorities
 - Host a 2-hour call with *Ports & Partners* (as needed) to review data sources and methods to identify and rectify (where feasible) differences in data sources and/or methods
 - Present to *Ports & Partners* for feedback during task 3.6
- **4.2 Develop a reporting template / mock report**
 - Build on monitoring and reporting objectives identified during the workshop(s) held in Phases 2 and 3 to prepare a streamlined template for future reporting
 - Define timeline for performance reporting
 - Test drive indicators with real data or information, as available and appropriate
 - Review with team, collect feedback, and update as needed
 - Outcome: "mock report" template, supported by documentation on how to collect or calculate each indicator identified
 - Review with *Ports & Partners* during Phase 5 (together with the draft report)

3.6 Phase 5: Preparing and delivering final strategy

The final phase involves writing the full draft Strategy, building from the preliminary plan developed and approved in Phase 3, and incorporating the monitoring and reporting elements defined during Phase 4.

- **5.1 Prepare draft report #1**
 - Synthesize all information collected into a succinct, informative draft report
 - Review with *Ports & Partners* by teleconference and receive written feedback
- **5.2 Prepare draft report #2**
 - Synthesize all input and prepare a second draft report
 - Review with *Ports & Partners* by teleconference and receive written feedback
- **5.3 Prepare draft report #3**
 - Synthesize all input and prepare a third draft report
 - Review with *Ports & Partners* by teleconference (as needed) and receive written feedback
- **5.4 Prepare final, graphically designed report**
 - One additional round of review with the *Ports team* to obtain final approval
- **5.5 Prepare presentation materials** on final strategy for use by all ports when presenting on the strategy internally and/or externally

4 SCHEDULE

The following table outlines the proposed schedule for the project. At the bottom of the schedule the key teams involved with the project are identified to highlight the stages where they will be involved in the project.

	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June
Project initiation and management															
0.1 Project initiation		0.2 Review project plan													
Phase 1: Settling the stage - background and context															
1.1 Identify context, best practices		1.2 Document background													
Phase 2: Establishing the vision - where do we want to be?															
2.1 Develop strategic framework		2.2 Develop strategy and vision													
Phase 3: Defining the plan - how do we get there?															
3.1 Prepare Discussion Draft #1															
3.2 Stakeholder review of Discussion Draft #1															
3.3 Stakeholder review of Discussion Draft #2															
3.4 Stakeholder review of Discussion Draft #3															
3.5 Stakeholder review of Discussion Draft #3															
3.6 Final goals, targets, strategies and approval															
Phase 4: Establishing monitoring and reporting frameworks															
4.1 Identify and document data and methods															
4.2 Develop reporting schedule / mock report															
Phase 5: Preparing and delivering final strategy															
5.1 Prepare Report Draft #1															
5.2 Prepare Report Draft #2															
5.3 Prepare Report Draft #3															
5.4 Prepare final Executive report															
5.5 Prepare Presentation materials															
Who is involved in each task?															
Ports only															
Ports and partners		1.1 Review & call		2.1 Workshop	2.2 Review & call	3.1 Workshop	3.2 Review & call	3.3 Review & call	3.4 Review & call	3.5 Review & call	3.6 Review & call	4.1 Review & call	4.2 Review & call	4.3 Review & call	4.4 Review & call
External stakeholders															
Public															

5 PROPOSED BUDGET

The following table summarizes an estimated budget for completing the work activities outlined above, separated by "Base" tasks and "US Ports only" tasks.

"Base" activities equate to a budget of \$71,920 CAD prior to travel expenses, and \$75,880 CAD with travel time and expenses (based on all meetings being held in the US). "US Ports only" tasks equate to an additional budget of \$22,039 USD, including travel time and expenses.

Northwest Ports Clean Air Strategy: 2018 Update	Cariad	Gillian	Samantha	Graphics	Fee-CAD (base tasks)	Fee-USD (US ports only)
CAD Daily rate	\$ 1,120	\$ 1,120	\$ 800	\$ 800		
Project initiation and management						
0.1 Project initiation	1	0.25	0.25		\$ 1,600.00	
0.2 Finalize project plan	0.5				\$ 560.00	
0.3 Monthly project status calls with Ports and project management	5				\$ 5,600.00	
Phase 1: Setting the stage - background and context						
1.1 Identify context, best practices	2	1.5	3		\$ 6,320.00	
1.1-US Identify community priorities, initiatives	0.25	1				\$ 1,200.00
1.2 Document background review	1.5		1.5		\$ 2,880.00	
Phase 2: Establishing the vision - where do we want to be?						
2.1 Define strategic direction*	2.5	3	1	0.5	\$ 7,360.00	
2.2 Develop strategy framework	1	1			\$ 2,240.00	
2.3 Review and obtain approval on proposed direction	1				\$ 1,120.00	
2.3-US Approval on direction-Present framework at public meeting*	2			0.5		\$ 2,260.00
2.4 Review and revise work plan	0.5				\$ 560.00	
Phase 3: Defining the plan - how do we get there?						
3.1 Prepare Discussion Draft #1*	3	2	1.5		\$ 6,800.00	
3.2 Stakeholder review of Discussion Draft #1	0.5	1		0.5	\$ 2,080.00	
3.2-US Stakeholder review - Launch committee and host workshop*	2.5	3	0.5	0.5		\$ 5,960.00
3.3 Public online survey	1	2	2		\$ 4,960.00	
3.4 Prepare Discussion Draft #2	2.5	1	1		\$ 4,720.00	
3.5 Stakeholder review of Discussion Draft #2	0.5	0.5		0.5	\$ 1,520.00	
3.5-US Stakeholder review - host workshop*	1.5	2	0.5			\$ 3,700.00
3.6 Final goals, targets, strategies and approval	1.5	0.5	1		\$ 3,040.00	
3.6-US Final goals, targets, strategies and approval - public meeting*	2			0.5		\$ 2,260.00
Phase 4: Establishing monitoring and reporting frameworks						
4.1 Identify and document data and methods	1.5		2		\$ 3,280.00	
4.2 Develop reporting template / mock report	1.5		2		\$ 3,280.00	
Phase 5: Preparing and delivering final strategy						
5.1 Prepare Report Draft #1	1.5	0.5	1		\$ 3,040.00	
5.2 Prepare Report Draft #2	1.5	0.5	1		\$ 3,040.00	
5.3 Prepare Report Draft #3	1	0.5	0.5		\$ 2,080.00	
5.4 Prepare final, graphic report	1		0.5	3	\$ 3,920.00	
5.5 Prepare presentation on final strategy	1			1	\$ 1,920.00	
5.5-US Final public presentation*	1.5					\$ 1,440.00
Sub-totals					\$71,920	\$16,820
Travel time and expenses					\$3,960	\$5,219
Total with expenses					\$75,880	\$22,039

* These activities have additional travel expenses, assuming meetings to be held in US

NO. 18-0139
MEMORANDUM OF AGREEMENT
VANCOUVER FRASER PORT AUTHORITY
AND
PORT OF TACOMA

AUTHORITY:	Vice President, Corporate Social Responsibility
APPROVAL DATE:	May 1, 2018
DATE:	August 1, 2018
SUBJECT:	Funding for the Northwest Ports Clean Air Strategy 2018 Review and Update

THIS AGREEMENT made as of the 1st day of August, 2018.

BETWEEN:

VANCOUVER FRASER PORT AUTHORITY, a corporation established pursuant to the *Canada Marine Act*, with a place of business at 100 The Pointe, 999 Canada Place, Vancouver, British Columbia, Canada V6C 3T4 (the "Authority");

AND:

PORT OF TACOMA, a Washington state USA port development authority, having a place of business at One Sitcum Plaza, Tacoma, Washington, USA 98421.

RECITALS:

- A. The Authority, the Port of Tacoma, the Port of Seattle, and the Northwest Seaport Alliance have agreed to undertake the Northwest Ports Clean Air Strategy 2018 Review and Update Report (the "Report") and that the Authority will administer the completion of the Report;
- B. The Authority has entered into Contract No. 18-0130 with Pinna Sustainability Inc. ("Pinna") dated May 1, 2018 for the completion of the Report; and
- C. The Authority has entered into agreements with the Port of Seattle and the Northwest Seaport Alliance on substantially the same terms and conditions as this Agreement wherein the Port of Seattle and the Northwest Seaport Alliance have each agreed to fund 22.2 percent of the costs of the preparation of the Report.

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties mutually covenant and agree as follows:

Purpose

- 1. The purpose of this Agreement is to establish the obligations of the Authority to administer the completion of the Report and the obligation of the Port of Tacoma to fund 22.2 percent of the costs associated with the facilitation and project management services to prepare the Report, per the scope of work and cost of services identified as the "base tasks" outlined in Pinna's proposal dated April 11, 2018, a copy of which is attached as Schedule "A" (the "Services").

Administration

- 2. Development of the Report will be administered by the Authority in cooperation with the Port of Tacoma, the Port of Seattle and the Northwest Seaport Alliance. No board will be established to complete this effort. The Authority will be responsible for: (a) contracting, overseeing, and paying Pinna for providing the Services; (b) overseeing the drafting of the Report; and (c) overseeing the production and distribution of the final Report. Port of Tacoma will respond to information requests from Pinna directly.

Funding

3. The costs of the Services being provided by Pinna, whether incurred prior to or after this Agreement comes into effect, will be shared with the Authority paying 33.4% of the costs, and the Port of Tacoma, the Port of Seattle, and the Northwest Seaport Alliance each paying 22.2% of the costs. Pinna will invoice the Authority directly for the costs of providing the Services. The Authority will invoice the Port of Tacoma for its portion of the costs. The Authority will (as applicable) use the funds provided by the Port of Tacoma for payment to Pinna or for reimbursement of the Port of Tacoma's portion of costs already paid to Pinna by the Authority. Notwithstanding the foregoing, the Port of Tacoma's share of costs of the Services shall not exceed C\$16,845.36, unless the parties otherwise agree in writing.

Effective Date

4. This Agreement shall become effective on the day it has been executed by the Port of Tacoma and the Authority.

Termination

5. This Agreement shall terminate THIRTY (30) days after the final Report is issued to the public, or payment of the final invoice from Pinna, or all amounts owing under this Agreement have been paid, whichever is later.

Confidentiality and Use of Information

6. Confidential Information. "Confidential Information" consists of documents, communications or mental impressions concerning or relating to the preparation or completion of the Report or this Agreement that have not been published or have not become a part of the public domain (e.g. the final draft Report and accompanying supporting information). The final Report, and its supporting information, after publication are not Confidential Information. From time to time, the parties may elect to disclose or transmit Confidential Information (a) to each other; (b) to Pinna; (c) to the public stakeholders with the mutual consent of the parties, the Port of Seattle, and the Northwest Seaport Alliance; or (d) subject to paragraph 8, pursuant to a legal duty to disclose Confidential Information. Confidential Information may be disclosed to or transferred among the parties orally or in writing or by any other appropriate means of communication. The parties intend that no claim of attorney-client privilege or work product immunity or any other privilege be waived as a result of exchange or transmittal of Confidential Information.

7. Maintenance of Confidentiality. The parties agree that all Confidential Information received from each other or Pinna shall be held in strict confidence by the receiving party, and that such Confidential Information shall be used only for conducting such activities that are necessary and proper to carry out the purposes of this Agreement. Each party shall take all necessary and appropriate measures to ensure that any person who is granted access to any Confidential Information or who otherwise assists Pinna in connection with this Agreement, is familiar with the terms of this Agreement and complies with the terms hereof as they relate to the duties of such person.

8. Compelled Disclosure. If Confidential Information becomes the subject of a disclosure request pursuant to any legislation applicable to a party, or of an administrative or judicial order requiring disclosure by a party, such party may satisfy its confidentiality obligations under this Agreement by either: (a) objecting to production of any such Confidential

Information, on grounds of confidentiality and/or any privilege, and seeking an order for protection or other exemption from disclosure; or (b) promptly notifying the other party that generated the Confidential Information at least five (5) business days prior to any such required disclosure and informing the other party, the Port of Seattle, and the Northwest Seaport Alliance of all material information concerning the required disclosure.

9. Non-confidential Information. Nothing in this Agreement shall prevent a party from disclosing to others or using in any manner information which such party can show: (a) was known by the party prior to such party's involvement in the Report; (b) has been published or has become part of the public domain other than by the acts, omissions or fault of such party or its agents or employees in violation of this Agreement; (c) has been furnished or made known to a party by third parties (other than those acting directly or indirectly for or on behalf of the other party, the Port of Seattle, or the Northwest Seaport Alliance) or was obtained by a party in some manner other than pursuant to this Agreement, as a matter of legal right, without any applicable restrictions on its disclosure; (d) is intended by the parties to no longer be kept confidential such as information that has been made final pursuant to Report approval process, including the final Report and the supporting information for the final Report.

Dispute Resolution

10. If and when there is a disagreement among the parties concerning any aspect of this Agreement that cannot be resolved, the aggrieved party may request the appointment of a neutral mediator to resolve the dispute. Such request shall be a condition precedent to resorting to other remedies that the aggrieved party may have. The mediator shall be selected by common agreement between the parties; however, only the requesting party shall be responsible for paying the fees of the mediator. Each party shall pay its own internal costs for participating in the mediation process. The entire mediation process shall last no longer than fourteen (14) days, starting with the request for appointment of the mediator.

Enforceability by Third Parties

11. This Agreement is not intended for the benefit of any person or entity not a signatory to this Agreement and is not enforceable by any third party.

Amendments

12. This Agreement may be amended only by an agreement in writing signed by both parties and approved by the same process as is the original agreement.

Severability

13. If a provision or term or condition of this Agreement is wholly or partially operationally invalid, the Agreement shall be interpreted as if the invalid provision, term or condition or part thereof had not been a part of this Agreement.

Counterparts

14. This Agreement may be executed in multiple counterparts and transmitted by electronic means, each such executed counterpart shall be deemed an original, and all counterparts together shall constitute one and the same instrument.

Governing Law

15. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the Province of British Columbia and the laws of Canada, and in cases where federal and provincial laws conflict, the federal law shall prevail. The parties shall attorn only and exclusively to the jurisdiction of courts of the Province of British Columbia save and except in the circumstance where the Federal Court has exclusive jurisdiction.

Independent Governments

16. 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 either party shall be deemed, or represent themselves to be, employees of the other party.

Legal Obligations

17. This Agreement does not relieve either party of any obligation or responsibility imposed upon it by law.

Timely Performance

18. The requirements of this Agreement shall be carried out in a timely manner according to a schedule negotiated by and satisfactory to the parties.

Recording

19. The Port of Tacoma shall record a copy of this Agreement with the applicable Washington State County Auditor.

Property Ownership

20. No ownership of property will transfer as a result of this Agreement.

Records and Audit

21. During the term of this Agreement, and for a period of not less than six (6) years from the date of termination, records and accounts pertaining to the work of this Agreement and accounting therefor shall be kept by each party and shall be available for inspection and audit by representatives of the other 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 law. The agreement by the Authority to provide copies of the invoices it receives from any consultants whose work is billed to the Port of Tacoma satisfies the obligations of this Section 21 by the Authority.

Entire Agreement

22. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in this Agreement.

The parties have executed and delivered this Agreement as of the date and year first above written.

SIGNED AND DELIVERED on behalf of)
VANCOUVER FRASER PORT AUTHORITY)
by its authorized signatories:)

_____)
Vice President, Corporate Social)
Responsibility)

_____)
Date:)

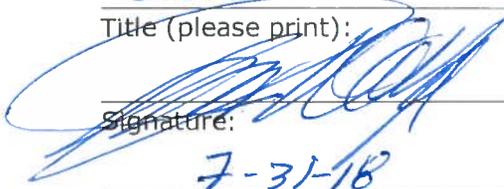
_____)
Corporate Secretary)

_____)
Date:)

SIGNED AND DELIVERED on behalf of)
PORT OF TACOMA by its authorized)
signatory:)

John Wolfe)
Name (please print):)

CEO)
Title (please print):)

)
Signature:)

7-31-18)
Date:)

Schedule "A"



April 11, 2018

Christine Rigby
Environmental Specialist – Air Emissions
Vancouver Fraser Port Authority

RE: Request for Proposal for the Northwest Ports Clean Air Strategy 2018 Update

Dear Christine,

We are pleased to submit this proposal to support Vancouver Fraser Port Authority and its partners in developing an updated Northwest Ports Clean Air Strategy (NWPCAS). Our involvement with the 2013 NWPCAS update, the 2014, 2015 and 2016 annual reports, and experience with various initiatives with VFPA's Environmental Programs position us well to complete this scope of work. We also bring broad experience leading strategic planning processes in a collaborative multi-stakeholder environment with numerous other organizations.

This proposal includes our understanding of your needs, outlines our team's qualifications and experience, and offers a set of work plan activities, together with preliminary cost estimates, that may be formed into a more formal scope of work, work plan and schedule, once a more defined scope of work is available for the project.

Thank you for inviting us to submit a proposal for this engaging project. Please do not hesitate to contact me should you have any questions or require clarification.

Sincerely,

Cariad Garratt
Principal
Pinna Sustainability Inc.

Proposal:

Northwest Ports Clean Air Strategy 2018 Review and Update

Vancouver Fraser Port Authority

Date: April 11, 2018

Submitted by: Pinna Sustainability Inc.
221-2055 Commercial Dr | Vancouver BC | V5N 0C7

Contact: Cariad Garratt, Principal
604-789-2620 | cgarratt@pinna.ca



1 OUR UNDERSTANDING OF YOUR NEEDS

The Northwest Ports Clean Air Strategy (NWPCAS) was originally developed in 2007 as a collaboration between the Ports of Seattle and Tacoma and the Vancouver Fraser Port Authority, with support from Canadian and U.S. regulatory agencies. The strategy was updated in 2013 and contains overall airshed emission reduction goals with respect to shipping and port operations in the Georgia Basin-Puget Sound. Sector specific emission reduction performance targets are also defined for 2015 and 2020. The strategy focuses on reducing diesel particulate matter (DPM) and reducing greenhouse gas (GHG) emissions. In 2015, the Northwest Seaport Alliance joined the NWPCAS as a fourth port authority partner.

The 2013 NWPCAS is approaching the end of its 5-year implementation period, and the four port authority partners are seeking a consultant to support a review of the existing strategy and the development of an updated strategy (the 2018 NWPCAS). This will be an opportunity to review the challenges and opportunities of this collaborative program, articulate an updated future direction (vision, goals, objectives), identify an updated framework for action (including, as appropriate, sector-level goals, targets, activities), and define the process for reviewing and reporting progress over the next 5-year period. This process will also provide an opportunity for Ports to obtain input from stakeholders and near-port communities that will feed into the development of the 2018 NWPCAS.

Collectively, the Ports will continue to work closely with Partners (including the U.S. Environmental Protection Agency, the Washington State Department of Ecology, the Puget Sound Clean Air Agency, Environment Canada, and Metro Vancouver). Further to this, each Port will undertake direct engagement with stakeholders and communities as appropriate to each organization.

The Ports need a flexible, dynamic team that will be able to facilitate a multi-partner strategic planning process, including facilitation of full-group and sub-group meetings, both in-person and via teleconference. The team will need to facilitate strategic discussions, technical discussions and discussions with stakeholders and the public, and ensure the input is gathered in a manner that supports and informs the strategic planning process. Finally, the team will need to produce a clear, succinct report that provides a clear direction for the next 5 years, and captures the process employed to develop the updated strategy.

The scope of this proposal is based on the scope outlined in the existing 2013 NWPCAS – representing a collaboration of the four port authorities (Northwest Seaport Alliance, Port of Seattle, Port of Tacoma and Vancouver Fraser Port Authority) in the areas of clean air and reducing contributions to climate change.

2 OUR PROJECT TEAM AND ROLES

We propose three core team members to lead and undertake the majority of the project work, supplemented by graphic designers if/as needed for materials or final report layout:

- Cariad Garratt, Project Manager and Strategy Lead:
- Gillian Aubie Vines, Facilitator and Writer
- Samantha Agtarap, Analyst and Writer
- Roxy Designs, Graphic Design (as needed)

Cariad Garratt, BSc – Project Manager and Strategy Lead

Cariad will be the client contact throughout the project and will be responsible for managing the consulting team, work plan, budget and schedule in coordination with the VFPA project manager. Cariad will also lead the strategy development.

- PM or core team member for over 30 Community or Corporate Strategic Plans on air quality, energy, climate mitigation and climate adaptation (e.g. Capital Regional District, Central Okanagan Regional District, Township of Langley, Northern Rockies Regional Municipality, City of New Westminster, Peace River Regional District, Nuxalk Nation, City of Richmond)
- Excellent project management record over 15 years, projects \$10k to \$200k
- Collaborative and flexible approach to ensure the project objectives are effectively being met
- Valued for writing clear, easy to understand reports
- Extensive data analysis and interpretation expertise, including defining monitoring and reporting frameworks to support strategic plans
- Numerous Council and Regional Board presentations providing updates on progress and results

Gillian Aubie Vines, MSc, IAP2 – Facilitation and Strategy Development

Gillian will be involved with the design and facilitation of meetings among the ports and partners involved in the strategy development. She will also contribute to strategy development and writing.

- Seasoned sustainability practitioner with over 15 years experience in sustainability
- Lead designer for 13 public engagement sustainability strategic planning processes, particularly in relation to energy, adaptation, ICSPs, and social sustainability
- Engaging professional facilitation for diverse groups including public, staff, community groups, executives, scientists and engineers, elected representatives, First Nations and researchers
- Excellent communications, including developing communications strategies, graphically enhances reports, media relations, info graphics, and interactive workshops.
- Skilled networker and ability to develop and leverage partnerships to meet objectives
- Solid knowledge translator and writer, with the ability to connect with people and clearly convey complex topics to diverse audiences

Samantha Agtarap, P.Eng., – Research, Analysis and Writing Support

Samantha will support the team in all aspects of the project, from data collection and analysis to engagement preparations to report writing.

- Deep experience in air quality and energy management with over 10 years of experience with developing energy inventories and air quality and energy planning projects
- Experience with various energy management modeling tools and software and support architect for the Pinna GHG Scenario Tool
- Strong analytical skills, with emphasis on energy planning for communities aiming to generate renewable electricity
- Ability to translate technical details into clear and concise messages for broad audiences
- Experience with community and stakeholder engagement processes

3 PROPOSED WORK PLAN

We have outlined a sequence of key tasks, organized by phases based on our understanding of the project, and aligning with the scope of the 2013 Strategy – focusing on the reduction of air emissions and contributions to climate changes.

3.1 Phase 0: Project management & project initiation

This phase involves establishing the project teams, roles and responsibilities, process and timeframes to set the stage for a successful project. It also includes regular communications and ongoing project management for the duration of the project.

- **0.1 Project initiation meeting** with Port authorities and Partners. This will be a teleconference meeting to accomplish the following:
 - Confirm scope, objectives, key tasks and timelines for the project
 - Identify pertinent information and sources for the background and context phase
 - Establish roles and responsibilities, for example:
 - *Ports only*: review and approval at completion of each key phase in project
 - *Ports & Partners*: provide input on past strategies and insight to future directions; review drafts and provide timely feedback; participate in workshops and review calls
 - *External stakeholders*: each port will identify stakeholders to reach out to during Phases 1 and 3 to obtain input during plan development
 - US Ports will collectively establish a *NWPCAS Stakeholder Committee* of up to 15 people representing various external groups (industry, community, NGOs) from both Seattle and Tacoma
- **0.2 Finalize project plan** based on requirements outlined during the project initiation meeting.
 - Finalize process, work plan and schedule for strategy development (workshops, teleconference, etc.)

- Establish Terms of Reference for each team identified at the initiation meeting
- Provide 1-page at-a-glance plan to Ports and Partners for reference
- **0.3 Regular status meetings and project management**
 - Host monthly project check-in meetings with *Ports team*
 - Maintain, manage and communicate project status including progress, issues and updates

3.2 Phase 1: Setting the stage – background & context

The first phase of the project will be an opportunity to reflect on all of the changes that have occurred over the last 10 years since the first Northwest Ports Clean Air Strategy was developed, and to research and identify where changes are anticipated over the next 5 to 10 years. This includes highlighting key findings from previous implementation reports, and identifying relevant changes in policy, technology, regulation and industry trends in place now or in the near future in relation to air and GHG emissions.

- **1.1 Identify regulatory, policy and technical context and best practices**
 - What has happened within the ports – review and summarize implementation reports, interview port representatives to discuss other relevant initiatives (e.g. setting GHG targets)
 - Identify current regulatory and policy context, and known upcoming changes – including municipal, regional, provincial/state, national, international
 - Desktop review of port authorities, local, provincial/state or federal governments, and private organizations to understand best practices and burgeoning opportunities
 - Conduct targeted interviews in order to outline current technical context to obtain general understanding of technologies, feasibility / timeframe, key players developing / adopting
- **1.1-US Identify community priorities and related initiatives**
 - Conduct targeted interviews in order to identify community concerns, priorities and related projects underway in the community
- **1.2 Document background review**
 - Document findings in a spreadsheet / table format and distribute to team for reference (findings will also be incorporated into the Strategy report as appropriate)

3.3 Phase 2: Establishing the vision and framework – where do we want to be?

The second phase will involve reflecting on the last 10 years of Clean Air Strategy collaboration, identifying successes and challenges, and charting a course for the next 5 years. This will provide an opportunity to redefine the framework, if and as needed, to ensure the NWPCAS remains relevant and aligned with each port's vision for clean air and reduced contributions to climate change.

- **2.1 Define the strategic direction**
 - Host workshop with *Ports & Partners* to review findings from Phase 1, reflect on the successes and challenges of the last two strategies, and discuss the strategic direction going forward
 - Update the vision and identify goals/objectives that support the vision
- **2.2 Develop strategy framework, draft vision and goals**

- Summarize outcomes of workshop(s) into a vision and set of goals / objectives that provide the plan framework in a Word document and submit to *Ports & Partners* for review
- Host review call with *Ports & Partners*
- Update based on feedback from call and written
- **2.3 Review framework and obtain approval on proposed direction**
 - Obtain approval from *Ports* on proposed direction and plan framework
 - As needed, *Ports* to obtain approval from decision makers
- **2.3-US Present framework at public meeting**
 - Attend meeting with Port Commission to present the draft framework and proposed direction developed by the *Ports & Partners*
- **2.4 Revise work plan as needed upon approval of direction and plan framework**

3.4 Phase 3: Defining the plan – how do we get there?

The third phase involves developing a plan for achieving the vision, goals/objectives identified during Phase 2, and conducting outreach with stakeholders to inform plan development.

- **3.1 Prepare Discussion Draft #1**
 - 3.1A Host half-day workshop to identify opportunities and potential targets with *Ports & Partners* that will: profile the results of Phase 2 (context, framework and direction), obtain input in an interactive manner on opportunities overall and by sector, identify monitoring and reporting objectives
 - 3.1B Prepare Discussion Draft #1 that outlines the updated vision, goals, framework and emerging areas of opportunity to focus on for the next 5-10 years
 - 3.1C Host review call with *Ports & Partners* and update Discussion Draft #1 for engagement
- **3.2 Stakeholder review of Discussion Draft #1**
 - Prepare materials to support engagement at all ports, including powerpoint presentation, posters and key questions to ask stakeholders when gathering input
- **3.2-US Launch Stakeholder Committee and host working session**
 - Establish a Stakeholder Committee for US Ports with up to 15 members
 - Host a Stakeholder Committee meeting kick-off session to introduce the project, highlight the progress to date, identify the process going forward, and introduce Discussion Draft #1
 - Facilitate a Stakeholder Committee 2 to 3-hour workshop to gather input on Discussion Draft #1, organized to be interactive and ensure all attendees have an opportunity for input
 - Consolidate input received to feed back into the plan development process
- **3.3 Conduct online survey**
 - Create and manage an online survey where *Ports* can invite stakeholders and/or the public to obtain broad input on draft vision, goals, opportunities identified to date
 - Analyze and consolidate results to inform the process
- **3.4 Prepare Discussion Draft #2**
 - Review all input received and consolidate to identify key additions and/or changes proposed by stakeholders
 - As needed, conduct further research through web, phone and email interviews to fill gaps and define opportunities for action

- Host a call with *Ports & Partners* to review input received, additional research / info, and determine whether and how to accommodate changes
- Prepare Discussion Draft #2 based on all input and provide to *Ports & Partners* for final round of written review and finalize
- **3.5 Stakeholder review of Discussion Draft #2**
 - Prepare materials to support engagement at all ports, including powerpoint presentation, posters and key questions to ask stakeholders when gathering input
- **3.5-US Host working session**
 - Facilitate a Stakeholder Committee 2 to 3-hour workshop to gather input on Discussion Draft #2, organized to be interactive and ensure all attendees have an opportunity for input
 - Consolidate input received to feed back into the plan development process
- **3.6 Final goals, targets, strategies and approval**
 - 3.6A Review all input received and identify any additions or changes proposed by stakeholders
 - 3.6B Host meeting with *Ports & Partners* to review and finalize vision, goals and opportunities based on input
 - Assumes two rounds of input and revision during this task
 - 3.6C Obtain approval from Ports on proposed goals, targets, strategies
- **3.6-US Present framework at public meeting**
 - Attend meeting with Port Commission to present the draft framework and proposed final goals, targets, strategies developed by the Ports & Partners

3.5 Phase 4: Establishing monitoring and reporting

The purpose of Phase 4 is to define how the goals or objectives will be reported, including specific definitions of any targets developed and a template or mock report demonstrating how these will be reported, document data sources and methods, and identify timelines for reporting.

- **4.1 Identify and document data and methods**
 - In conjunction with Phase 3, identify suitable data sources that will enable ports to track progress toward targets and report on a regular (e.g. annual) basis
 - Prepare a standard template and support the documentation of sources and methods for reporting on selected targets, based on input from the port authorities
 - Host a 2-hour call with *Ports & Partners* (as needed) to review data sources and methods to identify and rectify (where feasible) differences in data sources and/or methods
 - Present to *Ports & Partners* for feedback during task 3.6
- **4.2 Develop a reporting template / mock report**
 - Build on monitoring and reporting objectives identified during the workshop(s) held in Phases 2 and 3 to prepare a streamlined template for future reporting
 - Define timeline for performance reporting
 - Test drive indicators with real data or information, as available and appropriate
 - Review with team, collect feedback, and update as needed
 - Outcome: "mock report" template, supported by documentation on how to collect or calculate each indicator identified
 - Review with *Ports & Partners* during Phase 5 (together with the draft report)

3.6 Phase 5: Preparing and delivering final strategy

The final phase involves writing the full draft Strategy, building from the preliminary plan developed and approved in Phase 3, and incorporating the monitoring and reporting elements defined during Phase 4.

- **5.1 Prepare draft report #1**
 - Synthesize all information collected into a succinct, informative draft report
 - Review with *Ports & Partners* by teleconference and receive written feedback
- **5.2 Prepare draft report #2**
 - Synthesize all input and prepare a second draft report
 - Review with *Ports & Partners* by teleconference and receive written feedback
- **5.3 Prepare draft report #3**
 - Synthesize all input and prepare a third draft report
 - Review with *Ports & Partners* by teleconference (as needed) and receive written feedback
- **5.4 Prepare final, graphically designed report**
 - One additional round of review with the *Ports team* to obtain final approval
- **5.5 Prepare presentation materials** on final strategy for use by all ports when presenting on the strategy internally and/or externally

4 SCHEDULE

The following table outlines the proposed schedule for the project. At the bottom of the schedule the key teams involved with the project are identified to highlight the stages where they will be involved in the project.

	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June
b) Monthly project status calls with Ports and project management															
Project initiation and management															
0.1 Project initiation plan															
0.2 Finalize project plan															
Phase 1: Setting the stage - background and context															
1.1 Identify context, best practices, Document background research															
Phase 2: Establishing the vision - where do we want to be?															
2.1 Outline strategic direction															
2.2 Develop strategy framework															
2.3 Review and refine strategic direction															
Phase 3: Defining the plan - how do we get there?															
3.1 Prepare the action plan															
3.2 Stakeholder review of Discussion Board #1															
3.3 Stakeholder review of Discussion Board #2															
3.4 Prepare Discussion Board #3															
3.5 Final goals, targets, strategies and approval															
Phase 4: Establishing monitoring and reporting frameworks															
4.1 Identify and document data and methods															
4.2 Develop reporting template / mock report															
Phase 5: Preparing and achieving final strategy															
5.1 Prepare Report Draft #1															
5.2 Prepare Report Draft #2															
5.3 Prepare Report Draft #3															
5.4 Prepare final graphic report															
5.5 Develop presentation materials															
Who is involved in each task?															
Ports only															
Ports and partners															
External stakeholders															
Public															

5 PROPOSED BUDGET

The following table summarizes an estimated budget for completing the work activities outlined above, separated by "Base" tasks and "US Ports only" tasks.

"Base" activities equate to a budget of \$71,920 CAD prior to travel expenses, and \$75,880 CAD with travel time and expenses (based on all meetings being held in the US). "US Ports only" tasks equate to an additional budget of \$22,039 USD, including travel time and expenses.

Northwest Ports Clean Air Strategy: 2018 Update		Cariad	Gillian	Samantha	Graphies	Fee-CAD (base rates)	Fee-USD (US ports only)
CAD Daily rate		\$ 1,120	\$ 1,120	\$ 800	\$ 800		
Project initiation and management							
0.1	Project initiation	1	0.25	0.25		\$ 1,600.00	
0.2	Finalize project plan	0.5				\$ 560.00	
0.3	Monthly project status calls with Ports and project management	5				\$ 5,600.00	
Phase 1: Setting the stage - background and context							
1.1	Identify context, best practices	2	1.5	3		\$ 6,320.00	
1.1-US	Identify community priorities, initiatives	0.25	1				\$ 1,200.00
1.2	Document background review	1.5		1.5		\$ 2,880.00	
Phase 2: Establishing the vision - where do we want to be?							
2.1	Define strategic direction*	2.5	3	1	0.5	\$ 7,360.00	
2.2	Develop strategy framework	1	1			\$ 2,240.00	
2.3	Review and obtain approval on proposed direction	1				\$ 1,120.00	
2.3-US	Approval on direction-Present framework at public meeting*	2			0.5		\$ 2,260.00
2.4	Review and revise work plan	0.5				\$ 560.00	
Phase 3: Defining the plan - how do we get there?							
3.1	Prepare Discussion Draft #1*	3	2	1.5		\$ 6,800.00	
3.2	Stakeholder review of Discussion Draft #1	0.5	1		0.5	\$ 2,080.00	
3.2-US	Stakeholder review - Launch committee and host workshop*	2.5	3	0.5	0.5		\$ 5,960.00
3.3	Public online survey	1	2	2		\$ 4,960.00	
3.4	Prepare Discussion Draft #2	2.5	1	1		\$ 4,720.00	
3.5	Stakeholder review of Discussion Draft #2	0.5	0.5		0.5	\$ 1,520.00	
3.5-US	Stakeholder review - host workshop*	1.5	2	0.5			\$ 3,700.00
3.6	Final goals, targets, strategies and approval	1.5	0.5	1		\$ 3,040.00	
3.6-US	Final goals, targets, strategies and approval - public meeting*	2			0.5		\$ 2,260.00
Phase 4: Establishing monitoring and reporting frameworks							
4.1	Identify and document data and methods	1.5		2		\$ 3,280.00	
4.2	Develop reporting template / mock report	1.5		2		\$ 3,280.00	
Phase 5: Preparing and delivering final strategy							
5.1	Prepare Report Draft #1	1.5	0.5	1		\$ 3,040.00	
5.2	Prepare Report Draft #2	1.5	0.5	1		\$ 3,040.00	
5.3	Prepare Report Draft #3	1	0.5	0.5		\$ 2,080.00	
5.4	Prepare final, graphic report	1		0.5	3	\$ 3,920.00	
5.5	Prepare presentation on final strategy	1			1	\$ 1,920.00	
5.5-US	Final public presentation*	1.5					\$ 1,440.00
Sub-totals						\$71,920	\$16,820
Travel time and expenses						\$3,960	\$5,219
Total with expenses						\$75,880	\$22,039

* These activities have additional travel expenses, assuming meetings to be held in US

AMENDING AGREEMENT
NO. 18-0140(01)
VANCOUVER FRASER PORT AUTHORITY
AND
NORTHWEST SEAPORT ALLIANCE

AUTHORITY:	President & CEO
SUBMISSION:	B-241-2019
APPROVAL DATE:	December 31, 2019
DATE:	December 31, 2019
SUBJECT:	Northwest Ports Clean Air Strategy Update
CONTRACT AMOUNT:	\$25,722.03 (inclusive)

AMENDING AGREEMENT

THIS AMENDING AGREEMENT made as of the 31st day of December, 2019

BETWEEN:

VANCOUVER FRASER PORT AUTHORITY, a corporation established pursuant to the *Canada Marine Act*, with a place of business at 100 The Pointe, 999 Canada Place, Vancouver, British Columbia, V3C 3T4 (the "**Authority**")

AND:

NORTHWEST SEAPORT ALLIANCE having a mailing address of PO Box 1837, Tacoma Washington, USA 98401 (the "**Northwest Seaport Alliance**")

WHEREAS:

- A) The Authority and the Northwest Seaport Alliance entered into Contract No. 18-0140 dated May 1, 2018, for the provision of Funding for the Northwest Ports Clean Air Strategy 2018 Review and Update (the "**Agreement**");
- B) The Authority, the Northwest Seaport Alliance, the Port of Tacoma and the Port of Seattle have agreed to increase funding for the Services provided by Pinna by THIRTY-NINE THOUSAND NINE HUNDRED AND EIGHTY-FIVE DOLLARS (C\$39,985.00 for a total funding cost of ONE HUNDRED AND FIFTEEN THOUSAND EIGHT-HUNDRED AND SIXTY-FIVE DOLLARS (C\$115,865.00); and
- C) The parties wish to amend the Agreement to increase the Northwest Seaport Alliance's 22.2% share of costs by EIGHT THOUSAND, EIGHT HUNDRED AND SEVENTY-SIX DOLLARS AND SIXTY-SEVEN CENTS (C\$8,876.67).

NOW THEREFORE in consideration of the terms and conditions set out below, the Authority and the Northwest Seaport Alliance agree as follows:

- 1. Capitalized words and expressions in this Amending Agreement shall have the meanings given to them in the Agreement.
- 2. Section 3 of the Agreement is hereby amended by deleting the last sentence and replacing it with the following:

"Notwithstanding the foregoing, the Northwest Seaport Alliance's share of costs of the Services shall not exceed TWENTY FIVE THOUSAND, SEVEN HUNDRED AND TWENTY TWO DOLLARS AND THREE CENTS (\$25,722.03), plus applicable taxes unless the parties otherwise agree in writing.
- 3. All of the other terms and conditions contained in the Agreement shall continue to apply, with those changes necessary to give effect to this Amending Agreement.
- 4. This Amending Agreement may be executed in counterparts and delivered by facsimile or by email, and such counterparts, when executed and delivered, will constitute an original and all such counterparts together will constitute one and the same agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF the parties have executed and delivered this Agreement as of the date reflected below their respective signatures.

SIGNED AND DELIVERED on behalf of)
VANCOUVER FRASER PORT AUTHORITY by)
its authorized signatories:)
_____)
President & CEO)
_____)
Date:)
_____)
Corporate Secretary)
_____)
Date:)

SIGNED AND DELIVERED on behalf of)
NORTHWEST SEAPORT ALLIANCE by its)
authorized signatory:)
_____)
Name (please print):)
_____)
Title (please print):)
_____)
Signature:)
_____)
Date:)

AMENDING AGREEMENT
NO. 18-0139(01)
VANCOUVER FRASER PORT AUTHORITY
AND
PORT OF TACOMA

AUTHORITY:	President & CEO
SUBMISSION:	B-241-2019
APPROVAL DATE:	December 31, 2019
DATE:	December 31, 2019
SUBJECT:	Northwest Ports Clean Air Strategy Update
CONTRACT AMOUNT:	\$25,722.03 (inclusive)

AMENDING AGREEMENT

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BETWEEN:

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AND:

PORT OF TACOMA having a mailing address of PO Box 1837, Tacoma Washington, USA 98401 (the "**Port of Tacoma**")

WHEREAS:

- A) The Authority and the Port of Tacoma entered into Contract No. 18-0139 dated August 1, 2018, for the provision of Funding for the Northwest Ports Clean Air Strategy 2018 Review and Update (the "**Agreement**");
- B) The Authority, the Northwest Seaport Alliance, the Port of Tacoma and the Port of Seattle have agreed to increase funding for the Services provided by Pinna by THIRTY-NINE THOUSAND NINE HUNDRED AND EIGHTY-FIVE DOLLARS (C\$39,985.00) for a total funding cost of ONE HUNDRED AND FIFTEEN THOUSAND EIGHT-HUNDRED AND SIXTY-FIVE DOLLARS (C\$115,865.00); and
- C) The parties wish to amend the Agreement to increase the dollar value of the Port of Tacoma's 22.2% share of costs by EIGHT THOUSAND, EIGHT HUNDRED AND SEVENTY-SIX DOLLARS AND SIXTY-SEVEN CENTS (C\$8,876.67) to a total dollar value of TWENTY-FIVE THOUSAND, SEVEN HUNDRED AND TWENTY-TWO DOLLARS AND THREE CENTS (C\$25,722.03).

NOW THEREFORE in consideration of the terms and conditions set out below, the Authority and the Port of Tacoma agree as follows:

- 1. Capitalized words and expressions in this Amending Agreement shall have the meanings given to them in the Agreement.
- 2. Section 3 of the Agreement is hereby amended by deleting the last sentence and replacing it with the following:

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- 4. This Amending Agreement may be executed in counterparts and delivered by facsimile or by email, and such counterparts, when executed and delivered, will constitute an original and all such counterparts together will constitute one and the same agreement.

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VANCOUVER FRASER PORT AUTHORITY by)
its authorized signatories:)

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President & CEO)

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Date:)

_____)
Corporate Secretary)

_____)
Date:)

SIGNED AND DELIVERED on behalf of)
PORT OF TACOMA by its authorized)
signatory:)

_____)
Name (please print):)

_____)
Title (please print):)

_____)
Signature:)

_____)
Date:)