



People. Partnership. Performance.

P.O. Box 1837
Tacoma, WA 98401-1837
www.portoftacoma.com

PERSONAL SERVICES AGREEMENT NO. 071574

PROJECT: World Trade Center Tacoma Promotion 2022-23

CONSULTANT: World Trade Center Tacoma, 950 Pacific Ave., STE 310, Tacoma, WA 98402

PROJECT MANAGER: Erin Galeno GL # 10-6270-62-0000-00

THIS AGREEMENT is made and entered into by and between the **Port of Tacoma** (*hereinafter referred to as the "Port"*) and **World Trade Center Tacoma (WTCT)** (*hereinafter referred to as the "WTCT"*) for the furnishing of World Trade Center Tacoma Promotion 2021 Personal Services (*hereinafter referred to as the "Project"*).

The Port and Consultant mutually agree as follows:

SCOPE OF WORK

The Consultant shall promote the Port of Tacoma and trade opportunities involving the Port by performing the following functions:

PERFORMANCE REQUIREMENTS

- The Port will have visibility of all contracts over \$10,000.00 and all multi-year contracts prior to approval by the WTCT board or the WTCT's management agent. If approval is not received the Port will not assume responsibility.
- Monthly reports to support monthly invoices.
- Monthly reports of the International Trade and Investment Program.
- Itemized/detailed monthly financial reports including a year-to-date profit and loss statement, balance sheet and status of the debt payment schedule.
- Semi-annual presentations at a Port of Tacoma Commission Meeting to include activity update and upcoming participation opportunities.

WORLD TRADE CENTER DELIVERABLES

- WTCT staff will notify the Port's Project Manager of all inbound WTCT delegations and provide the Port an opportunity to host a delegation. Hosting a delegation is at the Port's option and expense.
- The written monthly report will provide the Port with a synopsis of WTCT staff activities, member feedback, new business reports and job creation. The report will outline work being done, status of projects and deliverables as outlined in this agreement. In addition, the year-to-date profit and loss statement, balance sheet and a debt payment schedule.
- Provide the Port with sponsorship benefits related to WTCT events. Due to pandemic restrictions, some events may be held virtually. If held, sponsorship opportunities and benefit levels include:

- 1) Globe Awards Event – First-tier sponsorship and associated benefits, to include but not limited to 20 admission tickets/registrations and two designated bistro tables and logo visibility.
- 2) Trade Education Events (averaging one per quarter) – The Port will receive first-tier sponsorship benefits for these events, including but not limited to two complimentary registrations, the Port’s banner or logo displayed at the venue with Port information available to attendees.

In the event an event is not held, a substitute event and related sponsor benefits may be considered by the Port.

- WTCT Trade Missions - The Port will receive sponsorship promotion at all trade mission events. Any trade mission will focus and promote local products. Promotion will include but is not limited to the Port’s logo on the website, Port/NWSA materials distributed at the events and copies of all received business cards.
- Access to the Consultant email and address for the Port use.
- Twenty WTCA memberships for Port Commission and staff use.
- Paragraph about the Port on the Consultant website homepage and the Port’s logo on every web page.
- The Port will be a first-tier sponsor with the Port’s logo prominently displayed on a quarterly electronic newsletter.

International Trade and Investment Program

The Consultant will administer the International Trade and Investment Program (ITIP) in accordance with the deliverables outlined below and work with the ITIP steering committee.

ITIP Performance Requirements

- WTCT will coordinate the ITIP steering committee which will oversee the project’s Senior Trade Consultant. The steering committee will meet quarterly to review the program’s progress and direction.
- The Senior Trade Consultant will oversee the program’s contract deliverables and provide monthly progress reports to the Port for review by the Port’s Project Manager.
- WTCT will receive business delegates from various countries, arrange business appointments and coordinate with the City of Tacoma and Port as appropriate. The WTCT will share visibility of any incoming delegations with the Port’s ITIP representative, and he/she may elect to participate in any delegation visit.
- WTCT will work with the Senior Trade Consultant to explore and present proposals for fee-based services to increase project revenues. Such proposals will be presented to the steering committee for review, comment and approval.
- The Senior Trade Consultant will track contract funding and fees generated from the ITIP. The WTCT Board must approve fund expenditures not otherwise established through this

agreement. The Senior Trade Consultant will be responsible for minor hosting and travel expenses unless approved by the WTCT Board prior to incurring the expenses. Fees will be charged, and sponsorships sought by WTCT to help defer hosting and/or travel expenses.

- The Senior Trade Consultant will promote and facilitate trade and investment opportunities between countries and Tacoma/Pierce County businesses and jurisdictions.
- The Senior Trade Consultant will spend a minimum of eight hours per week in Tacoma based at the WTCT offices. Additional hours to meet the goals of the project are expected to be devoted by the Senior Trade Consultant.

ITIP Deliverables

- A minimum of \$100,000 in export-import sales and/or inbound investment will be realized annually or committed to in 2022 and 2023. This investment will target trade for businesses located within Pierce County and/or will use Port of Tacoma for material trade.
- The Senior Trade Consultant will support the WTCT in producing successful, well-organized trade missions.
- In partnership with NWSA, a minimum of three webinars focusing on emerging trade markets will be produced.
- An ITIP monthly report will be included with the WTCT monthly report and provide evidence of how the Port's funds were expended to support ITIP.
- The ITIP database will be maintained, expanded and shared with the Port of Tacoma.
- The WTCT board and ITIP steering committee will be updated on a regular basis as trade opportunities develop but at a minimum, the Senior Trade Consultant will provide written monthly reports with updated financial reports and coordinate quarterly ITIP Steering Committee meetings.
- Provide a copy of the ITIP 2022 Work Plan by February 15, 2022.

COMPENSATION

This will be accomplished on fully burdened, fixed basis and will not exceed **\$220,000.00** without prior written approval from the Port.

Invoices will be paid monthly after receipt, review and acceptance of monthly WTCT and ITIP reports. If a [2022-2024](#) WTCT contract is contemplated, deliverables will be provided in writing to the Port staff WTCT board representative, **no later than November 1, 2023.**

Monthly reports, including financials as described above, must accompany the monthly invoice and invoices will be paid within 30 days of receipt.

Invoices will be submitted monthly at the following rates:

Month	Monthly Payment Rate
January 2022	\$9,166.74
February through December 2023	\$9,166.66

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

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

All invoices shall be emailed to cpinvoices@portoftacoma.com. The email must include the required supporting documentation. Incomplete or improperly prepared invoices will be returned for correction without processing or payment.

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

TERM

The length of this agreement is from the date of execution to **December 31, 2023.**

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

AGREED

PORT OF TACOMA

WORLD TRADE CENTER TACOMA

By _____ Date _____
Sharon Rothwell
Director, Contracts & Purchasing

By _____ Date _____
Dale King
WTCT Board Chair

Port of Tacoma Terms And Conditions Personal Services Agreement

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

Consultant shall obtain all professional licenses and permits required to complete the scope of work as defined.

1. Key Personnel

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

2. Relationship of the Parties

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

3. Conflicts of Interest

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

4. Compliance with Laws

Consultant agrees to comply with all local, state, tribal and federal laws and regulations applicable to the project, including building codes and permitting regulations existing at the time this Agreement was executed and those regarding employee safety, the work place environment, and employment eligibility verifications as required by the Immigration and Naturalization Service.

5. Records and other Tangibles

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

6. Ownership of Work

The services to be performed by Consultant shall be deemed instruments of service for purposes of the copyright laws of the United States. The Port has ownership rights to the plans, specifications, and other products prepared by the Consultant. Consultant shall not be responsible for changes made in the models, programs, reports or other products by anyone other than the Consultant. Consultant shall have free right to retain, copy and use any tangible materials or information produced but only for its own internal purposes. Use of models, programs, reports or other products prepared under this Agreement for promotional purposes shall require the Port's prior consent. Notwithstanding anything to the contrary in this Agreement, Consultant and its personnel are free to use and employ their general skills, know how, and expertise, and use,

disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of this Agreement so long as they acquire and apply such information without any unauthorized use or disclosure of confidential or proprietary information from the Port.

7. Disclosure

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

8. Compensation

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

9. Payment Schedule

Consultant shall submit detailed numbered invoices showing contract number, title of project, total authorized, total current invoice, balance of authorization, hours, hourly rate by the 10th of the month to be paid by the end of the current month, unless other terms are agreed to by the parties.

10. Costs and Disbursements

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

11. Insurance - Assumption of Risk

a) As a further consideration in determining compensation amounts, the Consultant shall procure and maintain, during the life of this Agreement, such commercial

general, IT Professional or Cyber Liability, and automobile liability insurance as shall protect Consultant and any subconsultants performing work under this Agreement from claims for damages from bodily injury, including death, resulting there from as well as from claims for property damage and cyber-related risks such as theft, loss or misuse of data, release of private information as result of a network breach, penetration, compromise, or loss of IT systems control which may arise under this Agreement, whether arising from operations conducted by the Consultant, any subconsultants, or anyone directly or indirectly employed by either of them.

b) With respect to claims other than professional liability claims, Consultant and its subconsultants agree to defend, indemnify and hold harmless the Port of Tacoma, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services. Consultant shall indemnify and hold the Port of Tacoma [and Northwest Seaport Alliance] harmless from and against any liability, expense, fines, penalties, cost, demand, or other obligation, resulting from or out of any cyber-related risk that include theft, loss or misuse of data, release of private information as result of a network breach, penetration, compromise, or loss of IT systems control.

- c) With respect to professional liability claims only, Consultant and its subconsultants agree to indemnify and hold harmless the Port of Tacoma, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services. Consultant shall indemnify and hold the Port of Tacoma [and Northwest Seaport Alliance] harmless from and against any liability, expense, fines, penalties, cost, demand, or other obligation, resulting from or out of any cyber-related risk that include theft, loss or misuse of data, release of private information as result of a network breach, penetration, compromise, or loss of IT systems control.

12. Standard of Care

Consultant shall perform its work to conform to generally accepted professional standards. Consultant shall, without additional compensation, correct or revise any errors or omissions in such work.

13. Time

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

14. Assignability

Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any

party without prior written consent of the Port.

15. Term of this Agreement

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

16. Disputes

If a dispute arises relating to this Agreement and cannot be settled through direct discussions, the parties agree to endeavor to settle the dispute through a mediation firm acceptable to both parties, the cost of which shall be divided equally. The Port reserves the right to join any dispute under this Agreement with any other claim in litigation or other dispute resolution forum, and the Consultant agrees to such joinder, so that all disputes related to the project may be consolidated and resolved in one forum. Venue for any litigation shall be the Pierce County Superior Court of the state of Washington and the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

17. Extent of Agreement

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

