



**PORT OF TACOMA
REQUEST FOR PROPOSALS**

No. 070976

**Executive Search Services – Executive Director
Position-2018**

Issued by
Port of Tacoma
One Sitcum Plaza
P.O. Box 1837
Tacoma, WA 98401-1837

RFP INFORMATION	
Contact:	Heather Shadko, Procurement
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Phone:	253-428-8697
Submittal Date	NOVEMBER 6, 2018 @ 2:00 PM (PST)

PLEASE SUBMIT ALL CORRESPONDENCE AND PROPOSALS
VIA E-MAIL DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE
AND INCLUDE 'EXECUTIVE SEARCH SERVICES – EXECUTIVE DIRECTOR'
IN THE SUBJECT LINE

PORT OF TACOMA
Request for Proposals (RFP) #070976
Executive Search Services – Executive Director Position-2018

The Port of Tacoma (Port) is seeking a well-qualified Executive Search firm to assist in the recruiting and hiring of a Port Executive Director. The selected firm will work with Port Commission to develop and refine the Port Executive Director's job description as well as advertise and assist in the selection and hiring process.

A. BACKGROUND

The Port of Tacoma (Port) is a leading North American seaport and is a major gateway to Asia and Alaska. The Port serves more than 10 of the industry's largest container shipping lines and provides marine and export/import-oriented services, cargo handling and storage activities.

The Port of Tacoma is a major center for container cargo, bulk, break-bulk, autos and heavy-lift cargo. Created by Pierce County citizens in 1918, the Port of Tacoma has become one of the largest container ports in North America and one of the top 50 in the world. The Port of Tacoma manages a diverse set of business operations relating to maritime trade.

The Port is located on Commencement Bay – a natural, deep-water harbor in Southern Puget Sound. It is an independent municipal corporation that operates under the state-enabling legislation. The Port of Tacoma is one of the leading seaports in North America and plays a major role in international trade as well as in the economic development of Pierce County and state of Washington. The Port's approximately 2,650 acres are primarily located in the Commencement Bay Tide flats, and currently over 150 acres of land available for industrial development.

In an effort to improve the competitive position of Puget Sound, the Port of Tacoma and the Port of Seattle joined forces in August 2015 to form The Northwest Seaport Alliance (NWSA). By combining resources, the NWSA is the fourth largest gateway for containerized cargo in North America. With most of the Port's maritime assets licensed to the NWSA, the Port's efforts are focused on industrial development, real estate, and growth in bulk business.

More information on the Port is available on our website at www.portoftacoma.com. A map of the NWSA and Port of Tacoma is provided at Attachment B.

The Port anticipates awarding a single contract to the selected vendor. The period of performance of the contract is one (1) year. Any contract awarded from this RFP is subject to Port of Tacoma Commission approval.

The Port's Draft Contract and Standard Terms and Conditions are included as Attachment E to this RFP. By submitting a Proposal, the Proposer represents that it has carefully read and agrees to be bound by the Port's Standard Terms and Conditions. Identify during the question submittal and response period, any sections you consider onerous, clarify why you consider these sections onerous, propose alternative language and describe why it is in the Port's best interests to adopt the alternative language.

Proposals submitted with altered or conditioned Terms and Conditions or bid documents without prior written agreement from the Port will be considered non-responsive and not considered for evaluation.

B. EXECUTIVE DIRECTOR POSITION

The Executive Director serves at the discretion of the Port of Tacoma Commission and is responsible for the economic development of the Port properties not licensed to the NWSA, financial oversight, statutory compliance and the organization's short- and long-term planning and execution, including:

- Growing Port business outside of the NWSA;
- Overseeing all leasing activities associated with Port properties not licensed to the NWSA;
- Ensuring the preparation and approval of the Port's operating budget, capital investment plan, plan of finance and debt issuance;
- Partnering with NWSA leadership to leverage licensed and non-licensed properties where necessary in support of Marine Cargoes that are strategic to the mission of NWSA; and
- Representing the Port to international, national, regional and local groups and organizations. Fosters productive and mutually beneficial relationships with key stakeholders, community leaders, business partners, customers, the general public, employees and labor partners.

The Management and Operating Agreements between the Port of Tacoma and The NWSA are provided in Attachment C.

C. SCOPE OF WORK

- Facilitate discussion with Commission for information gathering purposes leading to an approved job description (with title and salary range), position expectations, and a well-defined methodology, including interview questions, to find a successful candidate for Executive Director position.
- Prepare required qualifications of the ideal candidate's experience, knowledge, skills, education, and characteristics.
- Develop a recruitment and selection timeline that takes into account Commission schedules and contemplates community outreach events. Draft and finalize a recruitment and selection timeline.
- Conduct recruitment to include reaching out to competitive candidates from diverse backgrounds.
- Evaluate candidates against the approved ideal candidate profile, position description and qualifications, and prepare a summary analysis of each candidate.
- Provide Commission with a summary of all applicants who meet the minimum position requirements, and make recommendations for exceptional candidates for further review.

- Finalize interview questions with input from Commission.
- Facilitate candidate interviews with Commission.
- Conduct reference checks on final candidates and prepare a confidential reference report for each finalist.
- Facilitate Commission discussion leading to consensus decision on preferred candidate and provide assistance in negotiating an employment offer.
- Coordinate with appropriate Port Departments to facilitate information sharing.

D. SPECIAL CONSIDERATIONS BY COMMISSION

Given the unique nature of this role, the Commission is seeking the services of a search firm that has the following qualifications:

- A continuous successful track record of assisting organizations in defining role and responsibilities of the position, and the required experience, knowledge, skill sets, and leadership characteristics to be successful in the role. Ability to define the ideal candidate's profile.
- Develop and execute a communications plan that keeps the Commission, the public and key stakeholders well-informed. Includes the ability to manage and report information to key stakeholders while respecting the Commission's role as the final decision maker; and in turn, able to consolidate and report information from stakeholders in clear format to the Commissioners.
- Demonstrated ability to develop and implement a collaborative plan of action that is both timely and economical; and one that values and seeks diversity in all aspects of the search.

E. RFP ELEMENTS & EVALUATION CRITERIA:

Proposals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the firm's/team's abilities to meet the requirement of this RFP. Emphasis will be on completeness of content. The written proposals should be prepared in the sequential order as outlined below. See Attachment A for further instructions.

Proposals are limited to ten (10) numbered pages (8½" x 11") **including** the cover letter and all appendices. All pages shall be in portrait orientation with 1 inch margins. Font size shall be 11 point or larger. Proposals that do not follow this format may not be reviewed. References will be submitted per Attachment D.

Do not provide any marketing material.

The cover letter shall include the RFP title and number as well as the name, title, email address, phone number and address of the proposing team's main contact and include the following information:

Describe any claim submitted by any client against the firm within the past two years related to the services provided by the firm or its key personnel. For purposes of this request, “claim” means a sum of money in dispute in excess of 5% of the firm’s fee for the services provided.

Any real or perceived conflicts of interests for team members, inclusive of the prime, sub-consultants and key team members.

A statement indicating acceptance of the Port’s Terms and Conditions and acknowledgement of any addenda issued.

Proposals will be evaluated using the point method of award using the criteria and points identified below. After the initial evaluation, the highest scoring firms will be forwarded to the Port Commission for the final evaluation phase which will include a brief overview of the firm and a scored interview that will take place during a public meeting.

INITIAL EVALUATION PHASE

1. Qualifications & Experience.....30 PTS

PROVIDE THE FOLLOWING INFORMATION

- Length of time in business
- Percentage of experience in recruitment of the Executive Director role with Real Estate/Development background in the public sector
- Size of staff and their roles – biographies of staff members
- Experience in defining roles and writing job descriptions
- Describe how timelines are met

2. Recruitment Approach.....30 PTS

PROVIDE THE FOLLOWING INFORMATION

- Proposed methodology to be used in recruitment/selection process
- Identify who will conduct the search (principal, senior recruiters, etc.)
- Success rate – percentage of recruitments successfully completed
- Diversity profile of candidates
- Percentage of recruitments who have remained in positions after 6 months, 1 year, 2 years, 3 years or 5 years
- Any positions filled that had to be “re-recruited” within one year of placement
- Describe candidate follow-up process
- Performance guarantees

3. References..... 20 PTS

PROVIDE THE INFORMATION REQUIRED PER ATTACHMENT E

4. Compensation.....20 PTS

Present detailed information on the firm’s proposed costs for services proposed.

Compensation information MUST be provided separately from the proposal, in an individual PDF document.

All rates and costs/fees quoted shall be:

- **Fixed, fully burdened, including, but not limited to, travel, per diem, lodging, administrative overhead and all direct/indirect expenses.**
- Quoted in US Dollars,
- Full cost inclusive of sales tax and other government fees, taxes and charges, and
- Valid throughout the contract period unless otherwise amended and agreed to by both parties in writing.

FINAL EVALUATION PHASE

5. Interviews..... 100 PTS

Interviews may be conducted with the top-ranked proposers. Failure to participate in the interview process will result in the proposer's disqualification from further consideration. Interviews will be held at the Port of Tacoma, Tacoma, WA. Travel costs will not be reimbursed for the interview.

ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

ATTACHMENT B – PORT OF TACOMA/NWSA MAP

ATTACHMENT C – MANAGEMENT/OPERATING AGREEMENTS

ATTACHMENT D – REFERENCE REQUIREMENTS

ATTACHMENT E – PERSONAL SERVICES DRAFT AGREEMENT AND TERMS AND CONDITIONS

ATTACHMENT A
RFP 070976 EXECUTIVE SEARCH SERVICES
INSTRUCTIONS TO SUBMITTERS

RFP PROCESS

SOLICITATION TIMELINE:

Issuance of RFP	OCTOBER 2, 2018
Last Day To Submit Questions	OCTOBER 16, 2018
Proposals due	NOVEMBER 6, 2018 @2:00PM (PST)
Review Period*	NOVEMBER 7 - 27, 2018
Interviews*	WEEK OF DECEMBER 10, 2018
Commission Approval*	DECEMBER 20, 2018
Execute Contract*	DECEMBER 21, 2018

*Dates are tentative.

All status updates on the above solicitation timeline will be announced on the [Port's website for this solicitation.](#)

VENDOR OBLIGATION

Port of Tacoma Request for Proposals (RFP) can be accessed on the Port's website, www.portoftacoma.com under 'Contracts'; 'Procurements.'

When viewing the details page for this procurement on the Port's Website firms have the option of subscribing to the Holder's List.



By subscribing to the Holder's List, firms will automatically be notified when new documents or changes relating to this procurement occur.

Only those who have subscribed to the Holder's List will receive notifications throughout the procurement process, up until a firm is selected.

COMMUNICATION / INQUIRIES

Proposers who, relative to this scope of services, contact any individuals or Commission members representing the Port other than the Procurement Representative listed on the RFP may be disqualified from consideration.

Written questions about the meaning or intent of the Solicitation Documents shall only be submitted to the Procurement Department, procurement@portoftacoma.com (**Solicitation Name** in the subject line).

Proposers who may have questions about provisions of these documents are to email their questions by the date listed above. The Port will respond to all written questions submitted by this deadline.

ADDENDA

The Port may make changes to this Solicitation. Oral or other interpretations, clarifications or submittal instructions will be without legal effect. Any information modifying a solicitation will be furnished in a formal, written addendum. If at any time, the Port changes, revises, deletes, increases, or otherwise modifies the Solicitation, the Port will issue a written Addendum to the Solicitation. Addenda will be posted to the Port's website and conveyed to those potential submitters who have requested to be placed on the Holder's List. Acknowledgement of addenda is required in cover letter.

SUBMITTAL PROCESS

Proposals must be received via email on or before the date and time outlined on the front page of this proposal. Send your electronic submittal to:

procurement@portoftacoma.com

Name of Firm, RFP Title (Subject Line)

Please submit proposal, including all appendices, in Adobe Acrobat PDF format. Submit cost proposal in a separate file using Adobe Acrobat PDF format. Submittals need to be limited to **20 MB in total email size**. It is the **Consultant's responsibility to verify the receipt of the submittal**. Electronic verification will be provided upon request.

Late proposals will not be accepted by the Port. Proposals received after the stated date and time will not be reviewed and shall be deemed non-responsive.

All proposals submitted shall be valid and binding on the submitting firm for a period of ninety (90) days following the submittal deadline and for any extension of time granted by the submitting firm.

EVALUATION AND AWARD PROCESS

Using the point method of award, each responsive proposal will be evaluated based upon the criteria listed herein. The Port may request clarifications or additional information, if needed. After the evaluation, the scores will be tallied and the firms ranked based on the scores.

A selection may be made based on the proposals and initial evaluation criteria alone. Alternatively, the top ranked firms may be short-listed and invited for in-person interviews with the Port Commission. Scores for the interviews will be tallied and added to the short-listed firm's initial evaluation scores. Final selection will be based on the accumulative score.

The Port intends to select the Proposer who represents the best value to the Port.

The Port reserves the right to accept or reject any or all information in its entirety or in part and to waive informalities and minor irregularities and to contract as the best interest of the Port may require. The Port reserves the right to reject any or all Proposals submitted as non-responsive or non-responsible.

Procedure When Only One Proposal is received

In the event that a single responsive proposal is received, the Proposer shall provide any additional data required by the Port to analyze the proposal. The Port reserves the right to reject such proposals for any reason.

GENERAL INFORMATION

News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with the Port.

COSTS BORNE BY PROPOSERS

All costs incurred in the preparation of a Proposal and participation in this RFP and negotiation process shall be borne by the proposing firms.

PROTEST PROCESS

A Bidder protesting for any reason the Bidding Documents, a Bidding procedure, the Port's objection to a Bidder or a person or entity proposed by the Bidder, including but not limited to a finding of non-Responsibility, the Award of the Contract or any other aspect arising from or relating in any way to the Bidding shall cause a written protest to be filed with the Port within two (2) business days of the event giving rise to the protest. (Intermediate Saturdays, Sundays, and legal holidays are not counted as business days.) The written protest shall include the name of the protesting Bidder, the bid solicitation number and title under which the protest is submitted, a detailed description of the specific factual and legal grounds for the protest, copies of all supporting documents, evidence that the apparent low bidder has been given notice of the protest, and the specific relief requested. The written protest shall be sent by email to procurement@portoftacoma.com.

Consideration. Upon receipt of the written protest, the Port will consider the protest. The Port may, within three (3) business days of the Port's receipt of the protest, provide any other affected Bidder(s) the opportunity to respond in writing to the protest. If the protest is not resolved by mutual agreement of the protesting Bidder and the Port, the Contracts Director of the Port or his or her designee will review the issues and promptly furnish a final and binding written decision to the protesting Bidder and any other affected Bidder(s) within six (6) business days of the Port's receipt of the protest. (If more than one (1) protest is filed, the Port's decision will be provided within six (6) business days of the Port's receipt of the last protest.) If no reply is received from the Port during the six (6) business-day period, the protest will be deemed rejected.

Waiver. Failure to comply with these protest procedures will render a protest waived.

Condition Precedent. Timely and proper compliance with and exhaustion of these protest procedures shall be a condition precedent to any otherwise permissible judicial consideration of a protest.

SMALL BUSINESS AND DISADVANTAGED BUSINESS OPPORTUNITIES

The Port of Tacoma encourages participation in all of its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation/invitation or as a subcontractor to a

Bidder/Proposer. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids/submittals, no minimum level of MWBE participation shall be required as a condition for receiving an award and bids/submittals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply. The selected firm will be required to show evidence of outreach.

PUBLIC DISCLOSURE

Proposals submitted under this Solicitation will be considered public documents and, with limited exceptions, will become public information and may be reviewed by appointment by anyone requesting to do so following the conclusion of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between the Port and the selected Consultant.

If a firm considers any portion of its response to be protected under the law, the vendor shall clearly identify each such portion with words such as “CONFIDENTIAL,” “PROPRIETARY” or “TRADE SECRET” on each page for which the protection is sought. If a request is made for disclosure of such portion, the Port will notify the vendor of the request and allow the vendor not less than ten (10) days to seek a protective order from the Courts or other appropriate remedy and/or waive the claimed confidentiality. Unless such protective order is obtained and provided to the Port by the stated deadline, the Port will release the requested portions of the proposal. By submitting a response the vendor assents to the procedure outlined in this paragraph and shall have no claim against the Port on account of actions taken under such procedure.

ATTACHMENT B
RFP 070976 EXECUTIVE SEARCH SERVICES
PORT OF TACOMA/NWSA MAP



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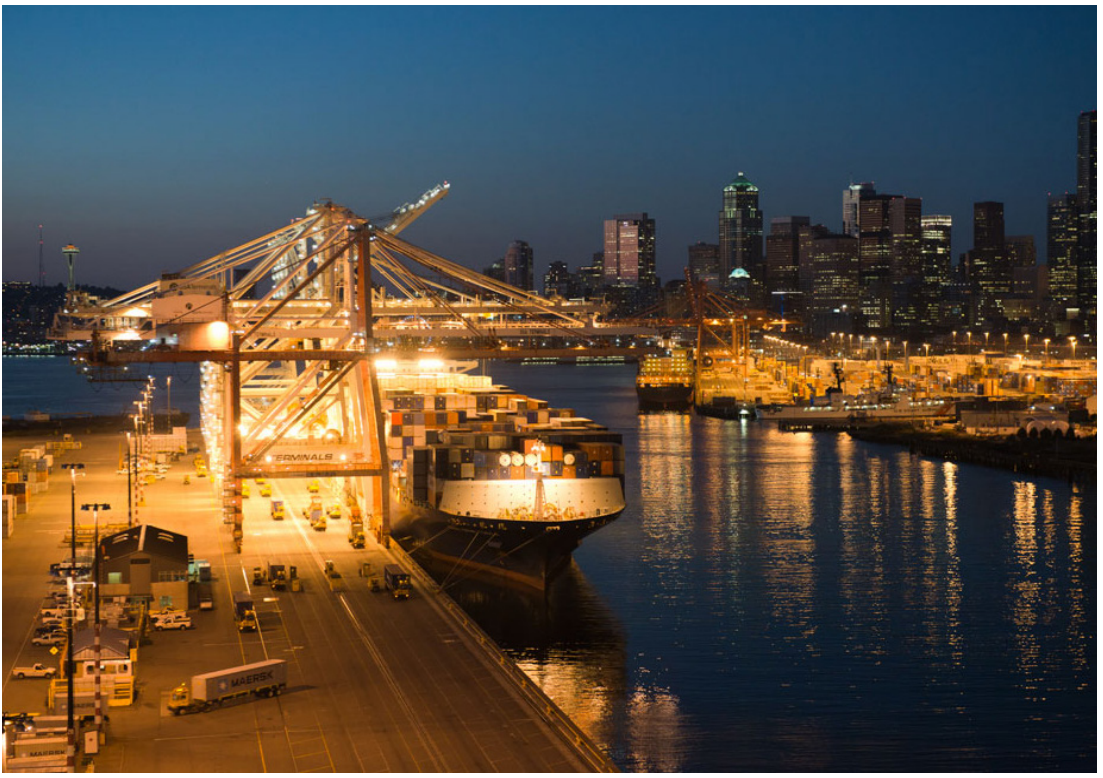
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THE NORTHWEST
SEAPORT ALLIANCE



South Harbor • Blair Waterway, Tacoma



North Harbor • T-18, East Duwamish Waterway, Seattle

ATTACHMENT C
RFP 070976 EXECUTIVE SEARCH SERVICES
MANAGEMENT/OPERATING AGREEMENTS

- A. NWSA RESOLUTION NO. 2018-03**
- B. INTERLOCAL AGREEMENT FOR MANAGEMENT SUPPORT**
- C. INTERLOCAL AGREEMENT FOR SUPPORT SERVICES**

RESOLUTION NO. 2018-03

A RESOLUTION OF THE NORTHWEST SEAPORT ALLIANCE **NWSA MANAGEMENT STRUCTURE RESOLUTION**

WHEREAS, the Port of Seattle ("POS") and Port of Tacoma ("POT") are port districts, organized under provisions of the laws of the State of Washington, and codified under Title 53 RCW; and

WHEREAS, the POT and the POS previously entered into an agreement to establish The Northwest Seaport Alliance ("NWSA") pursuant to the following federal and state authorities: (1) the Federal Maritime Commission ("FMC") Discussion Agreement No. 201228, (2) an interlocal agreement with delegated powers exercised pursuant to the port joint powers statute (RCW 53.08.240) which expressly permits joint operation and investment outside of a port district's boundaries, (3) RCW 39.34.030, the state Interlocal Cooperation Act, and (4) pursuant to Title 53.57 RCW, which authorizes the Port districts to create a port development authority to use, operate and manage certain marine facilities jointly, to be known as the NWSA;

WHEREAS, the operations, management and business of the NWSA is managed by the port districts as Managing Members of the NWSA ("Managing Members") pursuant to an adopted Charter approved by the Ports and the FMC and each port district member shall act in such capacity through its own elected commissioners;

WHEREAS, the NWSA Charter Section 6.4 allowed for a temporary period of duality, whereby the NWSA CEO may also serve as the Port of Tacoma CEO for a period of five years commencing August 4, 2015 ("Transition Period"); and

WHEREAS, POS, POT and NWSA mutually and individually seek to address post-duality POT and NWSA management structures which will also include the adoption of an ILA between the parties which address the procedures to be used in standing up those management structures;

NOW, THEREFORE, be it resolved that:

I. The NWSA hereby memorializes certain understandings and commitments to address the post-transition period NWSA Management Structure. which shall include:

- Removing responsibility from NWSA leadership for POT matters beyond the NWSA scope, which will enhance both organizations' respective focus;
- Minimizing any additional overhead expense for all three entities: NWSA, POT and POS, to leverage advantages and maximize homeport income;
- Fully supporting NWSA objectives, and ensuring NWSA leadership has oversight to determine structure and manage critical services;
- Empowering the new Port of Tacoma Executive Leader to propose the strategy, approach and staffing for POT non-alliance needs, and simultaneously collaborates to ensure the best interests of the POT, POS and NWSA are met, as is expected of the other two organizations' leaders;
- Engaging the NWSA Executive Leadership in a Management Services Inter-local agreement ("ILA") to provide day to day management for all Port of Tacoma departments that provide service to the NWSA, including hiring, performance management, and collective bargaining negotiations;
- Clarifying the new Port of Tacoma Executive Leader will be accountable for leasing activities associated with POT properties not licensed to the NWSA;

- Clarifying the NWSA Executive leadership will be the lead for promoting growth of the Puget Sound Gateway's marine cargo, advancing initiatives to improve the efficiency of the marine cargo supply chain and managing customer relations with NWSA marine cargo owners and key logistics service providers. As the larger goods movement system is both diverse and complex, all three organizations will closely coordinate on those cargo owners and service providers whose interests overlap the NWSA and homeport operations.
- Developing a partnership expectation for the NWSA and homeport leaders to leverage licensed and non-licensed properties where necessary in support of the Marine Cargo supply chain, including an annual review of properties in both harbors that are strategic to the mission of the NWSA.

Adopted by the Managing Member of the NWSA at a meeting thereof, held this 4th day of September 2018, and duly authenticated in open session by the signatures of the Commissioners present and voting in favor thereof.

Port of Tacoma Commissioners:

Donald G. Meyer

Donald C. Johnson

Clare Petrich

John A. McCarthy

Dick Marzano

Port of Seattle Commissioners:

Courtney Gregoire

Ryan Calkins

Fred Felleman

Stephanie Bowman

Peter Steinbrueck

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

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

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

WHEREAS, the Port of Tacoma and the Port of Seattle previously entered into an agreement to establish The Northwest Seaport Alliance pursuant to the following federal and state authorities: (1) the Federal Maritime Commission Discussion Agreement NO. 201228, (2) an interlocal agreement with delegated powers exercised pursuant to the port joint powers statute (RCW 53.08.240) which expressly permits joint operation and investment outside of a port district's boundaries, (3) RCW 39.34.030, the state Interlocal Cooperation Act, and (4) pursuant to Title 53.57RCW, which authorizes the Port districts to create a port development authority to use, operate and manage certain marine facilities jointly, to be known as the NWSA;

WHEREAS, a significant portion of the Port of Tacoma's business portfolio, consisting of its marine cargo operations has been licensed to the Northwest Seaport Alliance resulting in the Port of Tacoma staff supporting both entities, which a higher percentage of time spent on NWSA support;

WHEREAS, in order to efficiently and effectively provide direct NWSA management oversight to departments residing in the Port of Tacoma that spend a significant amount of time and resources in support of the NWSA, the Port of Tacoma and the NWSA desire to establish this Management Support Agreement ("Agreement") pursuant to the terms and conditions contained herein; and

NOW, THEREFORE, the Parties agree as follows:

I. General Provisions for Support Services

- A. Purpose & Services Provided. The POT and NWSA agree that the primary purpose of this Agreement is to enter a contractual arrangement for the NWSA to carry out the following functional responsibilities on behalf of the POT:
1. NWSA leadership personnel will directly manage day to day operations of Port of Tacoma staff who work in departments that support the NWSA.
 2. Development and implementation of an effective performance management system for all non-represented employees to include coordination with Port of

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

Tacoma leadership/staff regarding employee performance to the degree service is also in support of the Port of Tacoma.

3. Management of represented employees associated with Local 22 including negotiations and recommendations to the Port of Tacoma Commission regarding Collective Bargaining Agreements, and provided that the authority for approval of any Collective Bargaining Agreements for Port of Tacoma labor shall rest with the Port of Tacoma Commission.

B. Employees of Record. Notwithstanding any provision herein:

1. The Port of Tacoma shall remain the Employer of Record for all POT employees.
2. The NWSA shall remain the Employer of record for all NWSA employees.
3. Nothing in this Agreement shall impede the ability of POT or NWSA to designate or enter into an agreement with a third party in which the third party agrees to take over some or all of the employer's payroll and or benefits administration, and or Federal employment tax withholding, reporting and payment responsibilities and obligations.

C. Duration of this Agreement. The Management Services provided under this Agreement will be provided from its effective date and until this Agreement terminated by either Party by written notice provided to the other Party not less than 90 days prior to that year's annual budget deadline.

D. Annual Review During Parties' Budget Cycle. The specific costs of the Port of Tacoma departments to be managed as part of this Agreement shall be implemented through Support Services Directives ("Service Directives"), which shall be reviewed on an annual basis as part of the Parties' normal budget cycle. Each Service Directive when approved by the NWSA and the Port shall be in furtherance of this Agreement and are incorporated herein by reference, upon adoption. The effectiveness of this Management Support Agreement and costs, if any, associated with the Management Services shall also be reviewed, developed and approved as part of the Parties' annual budget cycle.

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

E. Employment, Policies and Procedures. During the term of this Agreement, individuals providing services will remain full-time employees of their respective employer, which shall continue to be responsible for salary, benefits and retirement contributions. (The Employer of Record will not change). Nothing contained herein shall be construed as creating an employer/employee relationship between the individuals providing services and the entity

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

receiving the service. Staff who are subject to this Agreement will follow the policies and procedures of the NWSA and the POT in conducting the work, as will be more specifically set for the Service Directives.

F. Billing Rate and Procedures. Any future proposed charges for management services will be determined during the budget cycle for the coming fiscal year, and reflected in the Service Directives.

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

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

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

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

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

II. Dispute Resolution

A. Process. The Parties' designated representatives under Paragraph III herein shall use their best efforts to resolve disputes between the Parties. If the designated representatives are unable to resolve a dispute, then each Party's responsible Contact Person shall review the matter and use their best efforts to resolve it. If the Contact Person are unable to resolve the dispute, the matter shall be reviewed by the department director or chief executive officer of each Party or his or her designee. The Parties agree to exhaust each of these procedural steps before seeking to further resolve the dispute in any other forum. Any controversy or claim arising out of or

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relating to this Inter-Local Agreement, or the breach thereof, which is not settled by agreement between the Parties, shall be settled by mediation in the State of Washington, in Pierce or King Counties. In the event either Party reasonably believes mediation will not result in a solution to the disagreement, mediation may be waived.

B. Controlling law & Venue. This Agreement shall be construed and enforced according to the laws of the State of Washington. Venue for any actions relating to interpretation of this Agreement will be in Pierce County Superior Court.

III. Notices

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

NWSA:	John Wolfe, Chief Executive Officer PO Box 1837 Tacoma, WA 98401 jwolfe@nwseaportalliance.com
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Port of Tacoma:	Don Meyer, Commission President PO Box 1837 Tacoma, WA 98401 dmeyer@portoftacoma.com
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B. Receipt. Notice shall be deemed “received” on the date of actual delivery or the first attempted delivery as shown on the return receipt if mailed with the United States Postal Service by certified mail, return receipt requested, otherwise receipt if presumed three days after deposit of mail into US Mail, or by receipt of email.

IV. Indemnification and Hold Harmless

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

**INTER-LOCAL AGREEMENT FOR MANAGEMENT SERVICES BY AND BETWEEN
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B. This Agreement includes a waiver of subrogation against all losses sustained by either Party and/or its agents, employees, officers, subcontractors, and/or insurers, arising out of or related to this Agreement except to the extent the Parties' losses are caused in whole or in part by the negligence of the other Party or its agents, employees, and/or officers.

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

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

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

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

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

V. Severability

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

VI. Limits of Financial Obligations/Property ownership.

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

VII. Entire Agreement/Amendment

This Agreement, together with any documents, including Service Directives, incorporated by reference or adopted in furtherance of this Agreement shall constitute the entire agreement

**INTER-LOCAL AGREEMENT FOR MANAGEMENT SERVICES BY AND BETWEEN
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between the Parties with respect to the Services to be provided and shall supersede all prior agreements, proposals, understandings, representations, correspondence or communications relating to the subject matter hereof. No modification or amendment of this Agreement shall be valid and effective unless approved by both parties in writing.

WHEREFORE, the parties have executed this Agreement this [numerical] day of [month], 2017.

Northwest Seaport Alliance

Port of Tacoma

John Wolfe
Chief Executive Officer

Commission President Don Meyer

Date _____

Date _____

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

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

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

I. General Provisions for Support Services

A. Duration of this Agreement. Services to be provided under the terms of this Agreement will be provided during Calendar Year 2018. This Agreement and attached Service Directive exhibits are effective between January 1, 2018 and December 31, 2018. Subsequent Inter-Local Agreements for Support Services, if any, will be executed on an annual basis.

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

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

**INTER-LOCAL AGREEMENT FOR SUPPORT SERVICES BY AND BETWEEN
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being provided in a manner that meets service level expectations, and to evaluate monthly financial performance of actual vs. projected spending.

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

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

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

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

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

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

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

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

II. Dispute Resolution

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

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

III. Notices

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

NWSA:	Erin Galeno, Chief Financial and Admin Officer PO Box 1837 Tacoma, WA 98401 egaleno@nwseaportalliance.com
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Port of Tacoma:	Darren Arakaki, Director Accounting PO Box 1837 Tacoma, WA 98401 darakaki@portoftacoma.com
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B. Receipt. Notice shall be deemed "received" on the date of actual delivery or the first attempted delivery as shown on the return receipt if mailed with the United States Postal Service by certified mail, return receipt requested, otherwise receipt if presumed three days after deposit of mail into US Mail, or by receipt of email.

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IV. Indemnification and Hold Harmless

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

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

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

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

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

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

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

V. Severability

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

**INTER-LOCAL AGREEMENT FOR SUPPORT SERVICES BY AND BETWEEN
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VI. Limits of Financial Obligations/Property ownership.

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

VII. Entire Agreement/Amendment

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

WHEREFORE, the parties have executed this Agreement this 14th day of November, 2017.

Northwest Seaport Alliance

Port of Tacoma



John Wolfe
Chief Executive Officer



Richard Mangum
Commission President

Date Nov. 9, 2017

Date 11/07/17

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

Attached Support Service Directives for Calendar Year 2018

Support Service Agreement between NWSA and POT:

- Exhibit 1 – Accounting, Financial Analysis & Treasury Support Services
- Exhibit 2 – Human Resources Support Services
- Exhibit 3 – Public Records Management Support Services
- Exhibit 4 – Information Technology and Business Process Support Services
- Exhibit 5 – Communications Support Services
- Exhibit 6 – Commercial and Real Estate Support Services
- Exhibit 7 – Facilities Development Support Services
- Exhibit 8 – Security and Labor Relations Support Services
- Exhibit 9 – Equipment and Facilities Maintenance Support Services
- Exhibit 10 – Railcar and Freight and Operations Coordinators Support Services
- Exhibit 11 – Strategic Operations Projects and Risk Management Support Services
- Exhibit 12 – Contracts and Purchasing Support Services
- Exhibit 13 – Executive Management Support Services
- Exhibit 14 – Additional Support Services as Needed
- Exhibit 15 – Government Relations Support Services
- Exhibit 16 – Commissioners Support Services
- Exhibit 17 – Commercial Strategy Support Services
- Exhibit 18 – Portwide Infrastructure, Sitcum Office Support Services

EXHIBIT 1 - Service Directive: Accounting, Financial Analysis and Treasury Support Services

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Tacoma (POT) and The Northwest Seaport Alliance (NWSA) for Calendar Year 2018.

The NWSA and POT have agreed to provide support services to one another as defined in Service Directive exhibits. Each Service Directive exhibit defines the scope of services, cost for services, charge methodology, and service level expectations for each service area to be provided. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

Time period:

This agreement is for calendar year 2018.

Scope of Services and Costs for Service:

Accounting, Financial Management and Treasury Support Services to be provided by POT to The NWSA include the following:

1. Customer invoicing, accounts receivable, collections and cash application for NWSA customers in Pierce County.
2. Accounts payable services for The NWSA.
3. Payroll services for NWSA employees and for POT employees seconded to The NWSA.
4. Project accounting services to support project delivery for the NWSA.
5. External Audit services to support financial reporting and compliance with policies and state and federal statutes.
6. General accounting services for POT financial transactions associated with The NWSA and NWSA direct financial transactions, including consolidation of The NWSA financial statements, monthly financial reporting package preparation, tax filings.
7. Coordination with POS in creation of The NWSA budget including Capital Plan and Funding. Consolidated budget documentation for The NWSA and 5-Year Plan of Finance.
8. Financial Planning and Analysis including financial analysis for investment decisions for The NWSA.
9. Treasury activities associated with cash management, investment and debt management for NWSA and separate NWSA "division" within POT.

**EXHIBIT 1 - Service Directive:
Accounting, Financial Analysis and Treasury Support Services**

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

Method of Charges ¹	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2018 Budgeted Amount ²
Fixed	Percentage of POT department budget based on analysis of work activities	88 % of actual spending	\$2,828,666

Accounting, Financial Management and Treasury Support Services to be provided by The NWSA to POT include the following:

1. None. Chief Financial Officer services for POT Homeport business are included in the Executive Management Support Service Directive.

Primary Contacts:

NWSA – Erin Galeno

POT – Darren Arakaki

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

Service Level Expectations:

- Before January 1, 2018, agreements will be made on desired standard report formats and frequencies.
- Accounting services will be provided on standard schedules consistent with, and coordinating with, POT and POS accounting schedules.
- Retention of key financial reports and information in compliance with state requirements.

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

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

² Preliminary budget amount – subject to final budget approval.

EXHIBIT 2
Service Directive:
Human Resources Support Services

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Tacoma (POT) and The Northwest Seaport Alliance (NWSA) for Calendar Year 2018.

The NWSA and POT have agreed to provide support services to one another as defined in Service Directive exhibits. Each Service Directive exhibit defines the scope of services, cost for services, charge methodology, and service level expectations for each service area to be provided. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

Time period:

This agreement is for calendar year 2018.

Scope of Services and Costs for Service:

Human Resources Support Services to be provided by POT to The NWSA include the following:

1. Provide services to manage salaries and benefits for POT employees while seconded to The NWSA and providing services to NWSA through other Support Service Agreements.
2. Provide services to evaluate and implement salary and benefits for NWSA employees.
3. Provide employee relations services for POT employees while seconded to The NWSA.
4. Provide services to support NWSA employee relations, professional development, retention, recruiting and hiring.
5. Provide services to support NWSA organizational development and team building.
6. Coordinate with POS regarding NWSA employee relations and organizational development.
7. Implement and oversee the transition of former Port of Seattle and Port of Tacoma employees to status of NWSA employees, to be temporarily structured as a sub-department of the Port of Tacoma for purposes of equitable and efficient administration of payroll, benefits and employee reporting requirements.

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

Method of Charges ¹	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2018 Budgeted Amount ²
Fixed	Percentage of POT department budget based on analysis of work activities	88 % of actual spending	\$1,193,265

Human Resources Support Services to be provided by The NWSA to POT include the following:

1. None. Chief HR Officer services for POT Homeport business are included in the Executive Management Support Service Directive.

Primary Contacts:

NWSA – Erin Galeno

POT – Jean West

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

Service Level Expectations:

- Employee information is handled in compliance with all applicable laws.
- Salary and benefit programs are designed based on competitive market data.

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

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

² Preliminary budget amount – subject to final budget approval.

EXHIBIT 3

**Service Directive:
Public Records Management Support Services**

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Tacoma (POT) and The Northwest Seaport Alliance (NWSA) for Calendar Year 2018.

The NWSA and POT have agreed to provide support services to one another as defined in Service Directive exhibits. Each Service Directive exhibit defines the scope of services, cost for services, charge methodology, and service level expectations for each service area to be provided. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

Time period:

This agreement is for calendar year 2018.

Scope of Services and Costs for Service:

Public Records Management Support Services to be provided by POT to The NWSA include the following:

1. Coordinate overall public records management for The NWSA. POT staff person Debbie Givens will serve as The NWSA Public Records Officer.
2. Provide management of POT portion of state-mandated NWSA records management
3. Provide support for and coordinate the production of responsive records for PDR requests from the NWSA.
4. Coordinate with POS records management staff on management of NWSA records.

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

Method of Charges ⁱ	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2018 Budgeted Amount ⁱⁱ
Fixed	Percentage of POT department budget based on analysis of work activities	0 % of actual spending	Included in Information Technology and Business Process Support Service Agreement

Public Records Management Support Services to be provided by The NWSA to POT include the following:

1. None.

Primary Contacts:

NWSA – Erin Galeno

POT – Debbie Givens

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

Service Level Expectations:

- At NWSA formation, Public Records Management policy and procedures for The NWSA will be adopted by the Managing Members.
- Public Records Management activities will follow The NWSA Public Records Management policy and procedures.

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

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

ii Preliminary budget amount – subject to final budget approval.

EXHIBIT 4

**Service Directive:
Information Technology and Business Process Support Services**

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Tacoma (POT) and The Northwest Seaport Alliance (NWSA) for Calendar Year 2018.

The NWSA and POT have agreed to provide support services to one another as defined in Service Directive exhibits. Each Service Directive exhibit defines the scope of services, cost for services, charge methodology, and service level expectations for each service area to be provided. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

Time period:

This agreement is for calendar year 2018.

Scope of Services and Costs for Service:

Information Technology and Business Process Support Services to be provided by POT to The NWSA include the following:

1. Provide hardware/infrastructure including (but not limited to) - laptops, mobile devices (cellphones, tablets, etc), servers, network connectivity, and storage for NWSA staff working from POT and Pier 69 office locations.
2. Support The NWSA technical infrastructure requirements including Active Directory, Network and Data Security, and any additional infrastructure as needs arise.
3. Provide primary support for PC-based software and port Enterprise Applications, data, data bases, and associated services for NWSA staff working from POT and Pier 69 office locations. This may include (but is not limited to), back office systems, MS Customer Relationship Management (CRM) System, communications systems including (but not limited to) Skype for Business (dial tone and instant messaging), ADP Time and Attendance software, Exchange Email and Calendar services, all technology and software implemented in support of the NWSA Operations Service Center (waterway, rail, roadway, breakbulk terminal TOS).
4. Provide IT support services for the POT support service groups that will be providing services to the NWSA. This may include (but is not limited to): Technical Infrastructure, Internet Access, Maximo, Microsoft Dynamics GP Financial System, Video Analytics System, Microsoft SharePoint, HR Vista, Lease Management, Budgeting (Prophix), and GIS.

EXHIBIT 4 - Service Directive:
Information Technology and Business Process Support Services

5. Primary service desk and support for NWSA staff working from POT and Pier 69 office locations. Collaborate closely with POS IT to coordinate and develop procedures for NWSA specific issues.
6. Provide services and project resources including Project Management of IT Projects and Programs for the NWSA.
7. Provide services to evaluate business processes.
8. Public Records Management Support Services – see Exhibit 3.

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

Method of Charges ¹	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2018 Budgeted Amount ²
Fixed	Percentage of POT department budget based on analysis of work activities	88 % of actual spending	\$7,039,548

Information Technology and Business Process Support Services to be provided by The NWSA to POT include the following:

1. None.

Primary Contacts:

NWSA – Erin Galeno

POT – Debbie Givens

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

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

² Preliminary budget amount – subject to final budget approval.

EXHIBIT 4 - Service Directive:
Information Technology and Business Process Support Services

Service Level Expectations:

- It is expected that the identified contact people will communicate frequently, to coordinate the work, to confirm that services are being provided in a manner that meets service level expectations, and to evaluate monthly financial performance of actual vs. projected spending.
- IT applications, hardware, infrastructure and applications managed by POT IT staff will be properly maintained and supported to ensure reliable uptime.
- IT help desk services will be available during normal business hours.

EXHIBIT 5
Service Directive:
Communications Support Services

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Tacoma (POT) and The Northwest Seaport Alliance (NWSA) for Calendar Year 2018.

The NWSA and POT have agreed to provide support services to one another as defined in Service Directive exhibits. Each Service Directive exhibit defines the scope of services, cost for services, charge methodology, and service level expectations for each service area to be provided. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

Time period:

This agreement is for calendar year 2018.

Scope of Services and Costs for Service:

Communications Support Services to be provided by POT to The NWSA include the following:

1. Directs the development and execution of the NWSA's strategic communications plan, including effective management and support of assigned staff.
2. Represents the NWSA to media.
3. Develops and maintains NWSA website, social media channels and publications.
4. Develops and implements the NWSA's internal communications program.

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

Method of Charges ⁱ	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2018 Budgeted Amount ⁱⁱ
Fixed	Percentage of POT department budget based on analysis of work activities	50 % of actual spending	\$769,700

External Affairs Support Services to be provided by The NWSA to POT include the following:

1. None.

Primary Contacts:

NWSA – Erin Galeno

POT – Tara Mattina

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

Service Level Expectations:

- Time and resources are effectively managed through prioritization of internal and external communications strategies that directly support the advancement and achievement of NWSA goals and objectives.
- Media stories and communication tools (website, social media, publications) consistently reflect NWSA objectives and priorities.

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

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

ⁱⁱ Preliminary budget amount – subject to final budget approval.

EXHIBIT 6

**Service Directive:
Commercial and Real Estate Support Services**

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Tacoma (POT) and The Northwest Seaport Alliance (NWSA) for Calendar Year 2018.

The NWSA and POT have agreed to provide support services to one another as defined in Service Directive exhibits. Each Service Directive exhibit defines the scope of services, cost for services, charge methodology, and service level expectations for each service area to be provided. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

Time period:

This agreement is for calendar year 2018.

Scope of Services and Costs for Service:

Commercial and Real Estate Support Services to be provided by POT to The NWSA include the following:

1. Services as requested from staff within the POT Non-Alliance Real Estate group, to provide service related to NWSA-licensed properties.
2. Supports the development, review and management of various real estate agreements (leases, easements, Access and Hold Harmless, ROWs, vacation, etc. and manage lease and utility billing and compliance for the pierce county leases and contracts.
3. Coordinates the planning, developing and maintaining of Pierce County Port facilities and properties in a way that yields the highest possible level to optimize utilization and return including facility maintenance, upgrade and replacement or compliance with regulatory or other matters.
4. Provide guidance in efforts to assess the strategic fit of Pierce County's real property assets and develop plans to acquire, divest or otherwise manage these assets in a timely manner that support the NWSA's overall goals and objectives.
5. Operate and manage the Pierce County Foreign Trade Zone.

**EXHIBIT 6 - Service Directive:
Commercial and Real Estate Support Services**

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

Method of Charges ⁱ	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2018 Budgeted Amount ⁱⁱ
Fixed	Percentage of POT department budget based on analysis of work activities	15 % of actual spending	\$182,937

Commercial and Real Estate Support Services to be provided by The NWSA to POT include the following:

1. Services as requested from staff within The NWSA Business Development groups, and The NWSA Real Estate group, to provide service related to POT Non-Alliance Real Estate.
2. Note – Executive Management services for POT Homeport real estate business are included in the Executive Management Support Service Directive.

Cost for Service and Charge Methodology – NWSA to POT:

Method of Charges	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2018 Budgeted Amount ⁱⁱⁱ
	Percentage of Chief Financial Officer budget based on analysis of work activities	0% of burdened cost	\$0

Primary Contacts:

NWSA – Erin Galeno

POT – Scott Francis

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

Service Level Expectations:

- Pierce county leases and contracts are billed and maintained in compliance with lease/contract provisions.
- Pierce county port facilities and properties licensed to the NWSA are maintained to yield the highest possible level to optimize utilization and return.
- Pierce County's real property development plans supports the NWSA's overall strategic goals and objectives.
- Contracts and/or agreements are consistently negotiated so as to achieve the NWSA's financial strategic and target deadline goals, as pre-defined for each negotiation.

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

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

ⁱⁱ Preliminary budget amount – subject to final budget approval.

ⁱⁱⁱ Preliminary budget amount – subject to final budget approval.

EXHIBIT 7

**Service Directive:
Facilities Development Support Services**

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Tacoma (POT) and The Northwest Seaport Alliance (NWSA) for Calendar Year 2018.

The NWSA and POT have agreed to provide support services to one another as defined in Service Directive exhibits. Each Service Directive exhibit defines the scope of services, cost for services, charge methodology, and service level expectations for each service area to be provided. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

Time period:

This agreement is for calendar year 2018.

Scope of Services and Costs for Service:

Support services to be provided by POT Facilities Development Division to The NWSA include the following:

Contact people are indicated in parentheses:

1. Project Delivery

a. **Contacts**

- i. NWSA – Dakota Chamberlain
- ii. POT Engineering – Jane Vandenberg
- iii. POT Environmental & Planning Services – Jason Jordan

- b. POT staff will provide The NWSA with project delivery administration.
- c. POT staff will provide The NWSA with project delivery for NWSA projects in Pierce County. Services include planning, project management, engineering, permitting, SEPA/NEPA, environmental remediation, habitat mitigation and monitoring, construction management, and construction inspection.
- d. POT staff will fill key roles for NWSA environmental program management. NWSA, POT & POS staff will coordinate closely on regional air quality and water quality (stormwater) management programs.
- e. For projects completed in King County, POT will coordinate with Port of Seattle Capital Development staff, including but not limited to permitting, SEPA/NEPA, project management, construction management and design services.

**EXHIBIT 7 - Service Directive:
Facilities Development Support Services**

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

2. Construction Inspection (NWSA: D. Chamberlain, POT: J. Vandenberg)
 - a. POT staff will provide construction inspection services for NWSA projects in Pierce County.
3. Cost for Service and Charge Methodology – POT to The NWSA:

Service Area	Method of Charges ⁱ	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2018 Budgeted Amount ⁱⁱ
Project Delivery, Administration, Construction Inspection Services	Project Charges	Project-Specific Agreements	Hourly Rate Schedule \$157	Costs for "Expense" project are included in operating expenses
Environmental Project Support	Project Charges	Project-Specific Agreements	Hourly Rate Schedule \$157	Costs for "Expense" project are included in operating expenses

Planning and Environmental Support Services to be provided by The NWSA to POT include the following:

1. Planning and Environmental Programs (POT: J. Jordan, NWSA: D. Chamberlain)
 - a. NWSA staff will provide services to POT for facility, land use, transportation planning, air quality and water quality (stormwater) management programs, and grant management related to POT Non-Alliance properties. NWSA, POT & POS staff will coordinate closely on regional programs.
 - b. NWSA staff will provide project-specific planning and environmental support to POT as requested, for POT Non-Alliance properties.

**EXHIBIT 7 - Service Directive:
Facilities Development Support Services**

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

Service Area	Method of Charges ⁱ	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2018 Budgeted Amount ⁱⁱ
Planning Programs	Fixed	Percentage of NWSA department costs based on analysis of work activities	25% of actual spending	\$249,034
Air, Water Quality Environmental Project Support	Project Charges	Project-Specific Agreements	Hourly Rate \$157	Costs for "Expense" project are included in operating expenses

Primary Contacts:

NWSA – Kurt Beckett

POT – Dakota Chamberlain

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

Service Level Expectations:

- **Project Delivery:** Project delivery and construction inspection will be provided in accordance with the authorization for projects.
- **Approval:** All services provided by POT for the NWSA shall be approved and/or authorized by the NWSA. The NWSA Master Policy is the controlling document for authorization of projects. Execution of work shall be consistent with relative policies and procedures for each organization.

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

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

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

ⁱⁱ Preliminary budget amount – subject to final budget approval.

EXHIBIT 8

**Service Directive:
Security and Labor Relations Support Services**

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Tacoma (POT) and The Northwest Seaport Alliance (NWSA) for Calendar Year 2018.

The NWSA and POT have agreed to provide support services to one another as defined in Service Directive exhibits. Each Service Directive exhibit defines the scope of services, cost for services, charge methodology, and service level expectations for each service area to be provided. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

Time period:

This agreement is for calendar year 2018.

Scope of Services and Costs for Service:

Security and Labor Relations Support Services to be provided by POT to The NWSA include the following:

1. The NWSA will contract with POT for Port Patrol and Security associated with NWSA-licensed properties in Pierce County. These staff will also provide labor relations assistance for POT represented employees.

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

Method of Charges ⁱ	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2018 Budgeted Amount ⁱⁱ
Fee for Service	Direct Charge per hour	Hourly rate \$65.74	\$670,860
Fixed	Percentage of POT department budget based on analysis of work activities	54% of actual spending	\$3,569,836

When additional security service is requested beyond Security's routine staffing requirements, by the carrier, shipper, or consignee, security costs will be charged accordingly to the party requesting the service, at the appropriate billing rate or via the Port Security Tariff rate.

Primary Contacts:

NWSA – Don Esterbrook

POT – Louis Cooper

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

Service Level Expectations:

- 24/7/365 Port Patrol Security Force in Pierce County
- Protection of Port of Tacoma and the NWSA personnel and licensed properties in Pierce County
- Focus on physical security ensuring compliance with the Port of Tacoma Security Facility Plan as mandated by MTSA and CFR 33 Part 105.
- Sustaining a safe and secure free flow of commerce
- Coordinate with local and regional safety and security organizations.

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

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

ⁱⁱ Preliminary budget amount – subject to final budget approval.

**EXHIBIT 9 - Service Directive:
Equipment and Facilities Maintenance Support Services**

**EXHIBIT 9
Service Directive:
Equipment and Facilities Maintenance Support Services**

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Tacoma (POT) and The Northwest Seaport Alliance (NWSA) for Calendar Year 2018.

The NWSA and POT have agreed to provide support services to one another as defined in Service Directive exhibits. Each Service Directive exhibit defines the scope of services, cost for services, charge methodology, and service level expectations for each service area to be provided. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

Time period:

This agreement is for calendar year 2018.

Scope of Services and Costs for Service:

Equipment and Facilities Maintenance Support Services to be provided by POT to The NWSA include the following:

1. The NWSA will contract with POT for Equipment and Facilities maintenance for NWSA-licensed properties in Pierce County.

Procurement of materials and services necessary for the work will be conducted following POT Master Policy.
2. POT staff will support the NWSA with administration and policies related to Equipment and Facilities maintenance support services.
3. Special administrative projects that are above and beyond the day-to-day services will be charged at the Equipment or Facilities rate depending on the scope of the project.

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

Service Area	Method of Charges ⁱ	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2018 Budgeted Amount ⁱⁱ
Equipment	Hourly Rate	Time, Materials, and Overhead	Hourly Rate \$144 Allocation – Charged as a percentage or	Direct charges included in operating expenses

**EXHIBIT 9 - Service Directive:
Equipment and Facilities Maintenance Support Services**

			formula, applied monthly to the actual expenditures	
Facilities	Hourly Rate	Time, Materials, and Overhead	Hourly Rate \$124 Allocation – Charged as a percentage or formula, applied monthly to the actual expenditures	Direct charges included in operating expenses

Primary Contacts:

NWSA – Erin Galeno

POT – Ray Williams, Equipment; Pat Patterson, Facilities

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

Service Level Expectations:

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

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

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

ⁱⁱ Preliminary budget amount – subject to final budget approval.

**EXHIBIT 10 - Service Directive:
Railcar and Freight and Operations Coordinators Support Services**

EXHIBIT 10

**Service Directive:
Railcar and Freight Coordinators and Operations Support Services**

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Tacoma (POT) and The Northwest Seaport Alliance (NWSA) for Calendar Year 2018.

The NWSA and POT have agreed to provide support services to one another as defined in Service Directive exhibits. Each Service Directive exhibit defines the scope of services, cost for services, charge methodology, and service level expectations for each service area to be provided. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

Time period:

This agreement is for calendar year 2018.

Scope of Services and Costs for Service:

Railcar and Freight Coordinators Support Services to be provided by POT to The NWSA include the following:

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

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

Method of Charges ⁱ	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2018 Budgeted Amount ⁱⁱ
Fixed	Percentage of POT department budget based on analysis of work activities	100 % of actual spending	\$1,429,767

EXHIBIT 10 - Service Directive:
Railcar and Freight and Operations Coordinators Support Services

Primary Contacts:

NWSA – Erin Galeno

POT – Zack Thomas

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

Service Level Expectations:

- Operations resources are available for efficient operations and timely service delivery.
- Manage operating costs using best operational best practices to maximize profitability.

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

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

ⁱⁱ Preliminary budget amount – subject to final budget approval.

EXHIBIT 11 - Service Directive:
Strategic Operations Projects and Risk Management Support Services

EXHIBIT 11

Service Directive:
Strategic Operations Projects and Risk Management Support Services

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Tacoma (POT) and The Northwest Seaport Alliance (NWSA) for Calendar Year 2018.

The NWSA and POT have agreed to provide support services to one another as defined in Service Directive exhibits. Each Service Directive exhibit defines the scope of services, cost for services, charge methodology, and service level expectations for each service area to be provided. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

Time period:

This agreement is for calendar year 2018.

Scope of Services and Costs for Service:

Strategic Operations Projects and Risk Management Support Services to be provided by POT to The NWSA include the following:

1. Risk management services to The NWSA in support of its business operations, activities and assets. Scope includes, but not limited to, evaluation of risks and insurance coverage needs, procurement of insurance, processing and adjusting of claims and/or coordination of legal services; consultation on risk management issues related to contracting and procurement.
2. Strategic project support to The NWSA as requested.
3. Workers' compensation insurance (or equivalent State-approved self-insurance), and associated claims management services, for all POT employees, including those providing support services to the NWSA and, when required, arrangements for workers' compensation insurance (or equivalent State-approved self-insurance) for NWSA direct employees.

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

Method of Charges ⁱ	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2018 Budgeted Amount ⁱⁱ
Fixed	Percentage of POT department budget based on analysis of work activities	80 % of actual spending	\$327,689

EXHIBIT 11 - Service Directive:
Strategic Operations Projects and Risk Management Support Services

Strategic Operations Projects and Risk Management Support Services to be provided by The NWSA to POT include the following:

1. None.

Primary Contacts:

NWSA – Erin Galeno

POT – Lou Paulsen

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

Service Level Expectations:

1. Maintain cost effective property and casualty (including workers' compensation) insurance coverage, and claims management, as respects the operations and activities of The NWSA on licensed properties.
2. Provide expertise and support to complete NWSA strategic operations projects.

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

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

ⁱⁱ Preliminary budget amount – subject to final budget approval.

EXHIBIT 12

**Service Directive:
Contracts and Purchasing Support Services**

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Tacoma (POT) and The Northwest Seaport Alliance (NWSA) for Calendar Year 2018.

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Time period:

This agreement is for calendar year 2018.

Scope of Services and Costs for Service:

Contracts and Purchasing Support Services to be provided by POT to The NWSA include the following:

1. POT staff will support The NWSA with contracting for personal services and outside consulting support to be provided to the Alliance.
2. POT staff will provide services for purchased Goods & Services associated with POT-owned assets, or office supplies for NWSA staff working in POT offices.
3. POT staff will also support The NWSA with additional goods & services purchasing for The NWSA.
4. Port staff will support contracting and procurement for public works and professional services for NWSA projects managed by POT Project delivery staff.

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

Method of Charges ⁱ	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2018 Budgeted Amount ⁱⁱ
Fixed	Percentage of POT department budget based on analysis of work activities	88% of actual spending	\$1,111,127

Contracts and Purchasing Support Services to be provided by The NWSA to POT include the following:

1. None. Chief Financial Officer services for POT Homeport business are included in the Executive Management Support Service Directive.

Primary Contacts:

NWSA – Erin Galeno

POT – Mark Little

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

Service Level Expectations:

- Procurement timeliness will be developed and managed. Changes will be agreed to by the customer.
- Administration of contracts will be in compliance with POT policies and procedures and federal, state and local requirements.

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

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

ⁱⁱ Preliminary budget amount – subject to final budget approval.

EXHIBIT 13

**Service Directive:
Executive Management Support Services**

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Tacoma (POT) and The Northwest Seaport Alliance (NWSA) for Calendar Year 2018.

The NWSA and POT have agreed to provide support services to one another as defined in Service Directive exhibits. Each Service Directive exhibit defines the scope of services, cost for services, charge methodology, and service level expectations for each service area to be provided. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

Time period:

This agreement is for calendar year 2018.

Scope of Services and Costs for Service:

Executive Management Support Services to be provided by POT to The NWSA include the following:

1. None.

Executive Management Support Services to be provided by The NWSA to POT include the following:

1. Services of the NWSA Executive Management Team to manage POT Homeport business.
2. Services of NWSA senior administrative staff to provide POT Commission and executive support.
3. Provide strategic planning and direction to support POT Homeport business. Manage commission, stakeholder and community initiatives and communication.
 - Includes the CEO and their direct reports
 - Includes salaries, benefits and related expenses
 - Includes general Legal services and disputes and litigation costs
 - Any other significant costs budgeted in this department

**EXHIBIT 13 - Service Directive:
Executive Management Support Services**

Cost for Service and Charge Methodology – NWSA to POT:

Method of Charges ⁱ	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2018 Budgeted Amount ⁱⁱ
Fixed	Percentage of budget based on analysis of work activities	20 % of actual spending	\$750,444

Primary Contacts:

NWSA – Kurt Beckett

POT – Erin Galeno

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

Service Level Expectations:

Executives effectively prioritize and manage business activities associated with the NWSA and Port of Tacoma.

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

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

ⁱⁱ Preliminary budget amount – subject to final budget approval.

EXHIBIT 14
Service Directive:
Additional Support Services as Needed

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Tacoma (POT) and The Northwest Seaport Alliance (NWSA) for Calendar Year 2018.

The NWSA and POT have agreed to provide support services to one another as defined in Service Directive exhibits. Each Service Directive exhibit defines the scope of services, cost for services, charge methodology, and service level expectations for each service area to be provided. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

Time period:

This agreement is for calendar year 2018.

Scope of Services and Costs for Service:

Additional Support Services to be provided by POT to The NWSA as Needed:

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

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

Method of Charges ⁱ	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2018 Budgeted Amount ⁱⁱ
Fee for Service/Variable	Level of use monthly at agreed to rates	Agreed to when need for service is determined	\$XXX,XXX.XX

Additional Support Services to be provided by The NWSA to POT as Needed:

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

**EXHIBIT 14 - Service Directive:
Additional Support Services as Needed**

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

Method of Charges	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2018 Budgeted Amount
Fee for Service/Variable	Level of use monthly at agreed to rates	Agreed to when need for service is determined	\$XXX,XXX.XX

Primary Contacts:

NWSA –

POT –

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

Service Level Expectations:

- To be determined for each individual service to be provided at the time of request.

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

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

ⁱⁱ Preliminary budget amount – subject to final budget approval.

EXHIBIT 15
Service Directive:
Government Relations Support Services

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Tacoma (POT) and The Northwest Seaport Alliance (NWSA) for Calendar Year 2018.

The NWSA and POT have agreed to provide support services to one another as defined in Service Directive exhibits. Each Service Directive exhibit defines the scope of services, cost for services, charge methodology, and service level expectations for each service area to be provided. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

Time period:

This agreement is for calendar year 2018.

Scope of Services and Costs for Service:

Government Relations Support Services to be provided by POT to The NWSA include the following:

1. Directs the development and execution of the NWSA's overall legislative/community outreach strategy, including the effective management and support of assigned staff.
2. Represents the NWSA's legislative interests with state officials, staff and agency representatives.
3. Represents the NWSA's legislative interests with local officials and staff and tribal governments in Pierce County.
4. Establish and maintain NWSA relationship with community organizations in Pierce County to build support for the NWSA's mission and activities.

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

Method of Charges ⁱ	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2018 Budgeted Amount ⁱⁱ
Fixed	Percentage of POT department budget based on analysis of work activities	60 % of actual spending	\$1,056,312

External Affairs Support Services to be provided by The NWSA to POT include the following:

1. None.

Primary Contacts:

NWSA – Erin Galeno

POT – Sean Eagan

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

Service Level Expectations:

1. Time and resources (both human and financial) are effectively managed through prioritization of legislative and community relations strategies that directly support the advancement and achievement of the NWSA's goals and objectives.
2. Legislative issues are consistently and successfully achieved.
3. NWSA customers receive value through active engagement on issues that impact their business operations

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

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

ⁱⁱ Preliminary budget amount – subject to final budget approval.

EXHIBIT 16
Service Directive:
Commissioners Support Services

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Tacoma (POT) and The Northwest Seaport Alliance (NWSA) for Calendar Year 2018.

The NWSA and POT have agreed to provide support services to one another as defined in Service Directive exhibits. Each Service Directive exhibit defines the scope of services, cost for services, charge methodology, and service level expectations for each service area to be provided. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

Time period:

This agreement is for calendar year 2018.

Scope of Services and Costs for Service:

- The PDA shall be governed by its Managing Members will carry out the provisions of RCW 53.08 by overseeing the business of the PDA, setting policy and strategic direction for the NWSA in both internal and external matters and provide for their implementation..
- The Managing Members shall meet at least quarterly and may hold executive sessions to consider matters enumerated in RCW 42.30 or privileged matters recognized by law.
- The Managing Members shall select an initial CEO.
- See The Northwest Seaport Alliance Charter and other formation documents.
- Costs include commission salary, benefits, travel and major community memberships.

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

Method of Charges ⁱ	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2018 Budgeted Amount ⁱⁱ
Fixed	Percentage of budget based on analysis of work activities	50%	\$223,002

Additional Support Services to be provided by The NWSA to POT as Needed:

None

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

Method of Charges	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2018 Budgeted Amount
Fixed	Percentage of budget based on analysis of work activities	0%	\$0

Primary Contacts:

NWSA – Kurt Beckett

POT – Erin Galeno

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

Service Level Expectations:

- The Managing Members shall meet at least quarterly and may hold executive sessions to oversee the business of the PDA, set policy and strategic direction for the NWSA.
- Managing Members will carry out the provisions of the PDA in RCW 53.08 and RCW 42.30.

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

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

ⁱⁱ Preliminary budget amount – subject to final budget approval.

EXHIBIT 17
Service Directive:
Commercial Strategy Support Services

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Tacoma (POT) and The Northwest Seaport Alliance (NWSA) for Calendar Year 2018.

The NWSA and POT have agreed to provide support services to one another as defined in Service Directive exhibits. Each Service Directive exhibit defines the scope of services, cost for services, charge methodology, and service level expectations for each service area to be provided. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

Time period:

This agreement is for calendar year 2018.

Scope of Services and Costs for Service:

Commercial Strategy Support Services to be provided by POT to The NWSA include the following:

1. None.

Commercial Strategy Support Services to be provided by The NWSA to POT include the following:

1. Services of the NWSA Commercial Strategy Team to manage POT Homeport business.
2. Services of NWSA Commercial staff to provide POT Commission and commercial support.
3. Provide strategic planning and direction to support POT Homeport business. Manage commission, stakeholder and community initiatives and communication.

Cost for Service and Charge Methodology – NWSA to POT:

Method of Charges ⁱ	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2018 Budgeted Amount ⁱⁱ
Fixed	Percentage of budget based on analysis of work activities	20% of actual spending	\$402,789

Primary Contacts:

NWSA – Tong Zhu

POT – Erin Galeno

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

Service Level Expectations:

1. Effectively prioritize and manage business activities associated with the NWSA and Port of Tacoma.
2. Provides timely strategic planning and commercial support for Port of Tacoma businesses.

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

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

ⁱⁱ Preliminary budget amount – subject to final budget approval.

EXHIBIT 18
Service Directive:
Portwide Infrastructure, Sitcum Office

This document is an Exhibit to the Inter-Local Agreement for Support Services By and Between the Port of Tacoma (POT) and The Northwest Seaport Alliance (NWSA) for Calendar Year 2018.

The NWSA and POT have agreed to provide support services to one another as defined in Service Directive exhibits. Each Service Directive exhibit defines the scope of services, cost for services, charge methodology, and service level expectations for each service area to be provided. Refer to the governing Inter-Local Agreement for terms under which these services are provided.

Time period:

This agreement is for calendar year 2018.

Scope of Services and Costs for Service:

Portwide infrastructure, Sitcum office services to be provided by POT to The NWSA:

1. POT will provide fully serviced office, conference room space and common area space at 1 Sitcum Plaza for staff in Tacoma that provide services to NWSA.
2. POT will maintain infrastructure – roads, entrances, exits common areas as required by regulatory agencies and maintain a safe working environment.
3. Cost for Service and Charge Methodology – POT to The NWSA:

Method of Charges ⁱ	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2018 Budgeted Amount ⁱⁱ
Fee for Service/Variable	Level of use monthly at agreed to rates	Agreed to when need for service is determined	\$1,771,712

Additional Support Services to be provided by The NWSA to POT as Needed:

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

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

Method of Charges	Basis for Charge	Hourly Rate, Fixed Percentage or Formula	2018 Budgeted Amount
Fee for Service/Variable	Level of use monthly at agreed to rates	Agreed to when need for service is determined	\$0

Primary Contacts:

NWSA – Erin Galeno

POT – Scott Francis/Darren Arakaki

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

Service Level Expectations:

- Office and conference room spaces are available and fully functional.
- Infrastructure – common areas, entrances, exits, roads are in maintained and functional.

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

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

ⁱⁱ Preliminary budget amount – subject to final budget approval.

INTERLOCAL AGREEMENT BETWEEN THE NORTHWEST SEAPORT ALLIANCE AND PORT OF TACOMA

This Interlocal Agreement is entered into by and between the Port of Tacoma and the Northwest Seaport Alliance effective as of the date set forth below. The parties agree as follows:

WHEREAS, the Port of Seattle and the Port of Tacoma entered into an Interlocal Agreement dated August 4, 2015 for the purpose of creating a Joint Seaport Alliance now known as the Northwest Seaport Alliance.

WHEREAS, Paragraph III A of the August 4, 2015 Interlocal Agreement defined the PDA "Startup Period" as the timeframe of August 4, 2015 through December 31, 2015.

WHEREAS, Paragraph III C of the August 4, 2015 Interlocal Agreement provides in part that during the Alliance PDA Startup Period, "Focused support will be provided to the Alliance PDA from the staff of each Port through specific service agreements.

WHEREAS, the term of the "Startup Period" has expired.

WHEREAS, thereafter, the Port of Tacoma and The Northwest Seaport Alliance entered into annual Interlocal Agreements for Support Services By and Between the Port of Tacoma and the Northwest Seaport Alliance ("IL-Support Services Agreement") with the last such IL Support Services Agreement being effective between January 1, 2018 and December 31, 2018.

WHEREAS, the annual IL-Support Services Agreements, included a series of Service Directive Exhibits specifying the nature of certain services that would be provided by the Port of Tacoma to the Northwest Seaport Alliance and/or by the Northwest Seaport Alliance to the Port of Tacoma.

WHEREAS, Paragraph III C of the August 4, 2015 Interlocal Agreement also provides in part that "During the initial years of Alliance PDA operations, Alliance PDA employee functions and those functions provided through service agreements will be evaluated and adjusted as appropriate to best support the Alliance PDA business model."

WHEREAS, as the Northwest Seaport Alliance has been in existence for nearly three years, the Managing Members of the Northwest Seaport Alliance are currently engaged in evaluating and adjusting the governance, employee functions, the roles of the service agreements and organizational structure of the Northwest Seaport Alliance, as the 2015 Interlocal Agreement contemplated.

WHEREAS, the governance and organizational structures being evaluated, if selected, may necessitate changes in the types, nature or level of services the Northwest Seaport Alliance purchases from the Port of Tacoma.

WHEREAS, the intent of the IL-Support Services Agreement was not and never has been to require the Northwest Seaport Alliance to purchase any specific services or level of services from the Port of Tacoma on a long term basis.

NOW, THEREFORE, the parties agree as follows:

- A. The 2018 IL Support Services Agreement and each Service Directive Exhibit thereto are hereby clarified and/or amended to provide that:
- (1) Nothing in the former or present IL Support Services Agreement or in any Service Directive Exhibit requires or may be construed to require the Northwest Seaport Alliance to purchase any specific services or level of services from the Port of Tacoma;
 - (2) The Northwest Seaport Alliance may, in its sole and exclusive discretion, elect to modify, change, reduce, limit or discontinue purchasing any and all services addressed in any Service Directive Exhibit from the Port of Tacoma upon delivery of written notice to the Port of Tacoma; and
 - (3) The Northwest Seaport Alliance may, in its sole discretion, elect to meet its service needs in any of the areas covered under any Service Directive Exhibit by any combination of (i) purchasing such services from the Port of Tacoma; (ii) performing such services with employees of the Northwest Seaport Alliance; or (ii) contracting with one or more third parties to provide such services.
 - (4) In the event that the Northwest Seaport Alliance elects to modify, change, reduce, limit or discontinue purchasing any and all services addressed in any Service Directive Exhibit from the Port of Tacoma, the parties will promptly meet to discuss the corresponding change to the "Hourly Rate, Fixed Percentage or Formula" and/or the "2018 Budgeted Amount" in any effected Service Directive Exhibit.
 - (5) In the event that the Northwest Seaport Alliance elects to terminate the former or present IL Support Services Agreement and/or the Secondment Interlocal Agreement between the Port of Tacoma and the Alliance, the Northwest Seaport Alliance will provide 90 days' prior written notice.

WHEREFORE, the parties have executed this Agreement this 23 day of April, 2018.

NORTHWEST SEAPORT ALLIANCE

PORT OF TACOMA


John Wolfe
Chief Executive Officer


Commission President

Date: April 23, 2018

Date: 4-23-18

ATTACHMENT D
RFP 070976 EXECUTIVE SEARCH SERVICES
REFERENCE LIST

**ATTACHMENT D
REQUEST FOR PROPOSAL 070976
EXECUTIVE SEARCH SERVICES
REFERENCE LIST**

The Port will conduct reference checks for the firm(s) submitting proposals.

List the Company / Organization and contact information for a minimum of three (3) customers for whom the Proposer has provided similar services, preferably in the maritime industry. Identify the name of the individual and title of the position successfully recruited for each listed reference. Should any reference submitted by a bidder be found unsatisfactory, the Port, in its sole option, may reject the proposal. The Port shall be the sole judge in determining a satisfactory / unsatisfactory reference response. References must be submitted, as an appendix, with the Proposal packet. Additional references may be listed which may or may not include all the request information. The Port requires at least 3 references, and encourages any additional references, which will aid the Port in evaluating Proposers.

CUSTOMER REFERENCE 1:

Company / Organization: _____
Address: _____
Contact Name: _____
Contact Phone: _____
Contact Email: _____
Date of Placement: _____
Length of time to fill the position: _____
Position Recruited (Name, Title): _____

CUSTOMER REFERENCE 2:

Company / Organization: _____
Address: _____
Contact Name: _____
Contact Phone: _____
Contact Email: _____
Date of Placement: _____
Length of time to fill the position: _____
Position Recruited (Name, Title): _____



**ATTACHMENT D
REQUEST FOR PROPOSAL 070976
EXECUTIVE SEARCH SERVICES
REFERENCE LIST**

CUSTOMER REFERENCE 3:

Company / Organization: _____

Address: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Date of Placement: _____

Length of time to fill the position: _____

Position Recruited (Name, Title): _____

ATTACHMENT E

RFP 070976 EXECUTIVE SEARCH SERVICES

PERSONAL SERVICES AGREEMENT

PERSONAL SERVICES AGREEMENT NO. 070976

PROJECT: Executive Search Services-Executive Director Position 2018

CONSULTANT: Company, Address, City, State, Zip

PROJECT MANAGER: Jean West **GL ACCOUNT NO.** 10-6005-62-0000-00

THIS AGREEMENT is made and entered into by and between the **Port of Tacoma** (*hereinafter referred to as the "Port"*) and **xxCOMPANYxx** (*hereinafter referred to as the "Consultant"*) for the furnishing of Executive Search Services – Executive Director Position 2018 (*hereinafter referred to as the "Project"*).

The Port and Consultant mutually agree as follows:

SCOPE OF WORK

The Consultant will:

- Facilitate discussion with Commission for information gathering purposes leading to an approved job description (with title and salary range), position expectations, and a well-defined methodology, including interview questions, to find a successful candidate for Executive Director position.
- Prepare required qualifications of the ideal candidate's experience, knowledge, skills, education, and characteristics.
- Develop a recruitment and selection timeline that takes into account Commission schedules and contemplates community outreach events. Finalize the recruitment and selection timeline.
- Conduct recruitment to include reaching out to competitive candidates from diverse backgrounds.
- Evaluate candidates against the approved ideal candidate profile, position description and qualifications, and prepare a summary analysis of each candidate.
- Provide Commission with a summary of all applicants who meet the minimum position requirements, and make recommendations for exceptional candidates for further review.
- Finalize interview questions with input from Commission.
- Facilitate candidate interviews with Commission.
- Conduct reference checks on final candidates and prepare confidential reference report for each finalist.

- Facilitate Commission discussion leading to consensus decision on preferred candidate and provide assistance in negotiating an employment offer.
- Coordinate with appropriate Port Departments to facilitate information sharing.

DELIVERABLES

As described above in Scope of Work

ASSUMPTIONS

Consultant will work collaboratively with the Port Commission and staff.

COMPENSATION

This will be accomplished on fully burdened, fixed basis and will not exceed \$00,000.00 without prior written approval from the Port.

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

All invoices shall be emailed to 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.

The length of this agreement is from the date of execution to xxDATExx.

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

CONSULTANT (LEGAL NAME)

By _____
Name
Title
Date

By _____
Date

Print Name Title

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. Compensation for vehicle usage will be paid at the current Internal Revenue Service allowable mileage reimbursement rate. Consultant's expenses will be reimbursed at cost, subject to attached guidelines, with the exception of all third party costs which will be reimbursed at cost plus the negotiated percentage markup.

9. Payment Schedule

Consultant shall submit detailed numbered invoices showing description of work items being invoiced, work order number, title of project, total authorized, total current invoice, balance of authorization, individual's names and titles, hours, hourly rate and all authorized expenses itemized, with backup, in accordance with the Port's "Guidelines for Consultant Fees and Reimbursable Items", 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 and automobile liability insurance as shall protect Consultant and any subconsultants performing work under this Agreement from claims or damages from bodily injury, including death, resulting there from as well as from claims for property damage which may arise under this Agreement, whether arising from operations conducted by the Consultant, any subconsultants, or anyone directly or indirectly employed by either of them. Certificates of Insurance shall evidence:

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

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

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

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

b) With respect to claims other than professional liability claims, Consultant and its subconsultants agree to defend, indemnify and hold harmless the Port of Tacoma, its appointed and elected officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services.

c) With respect to professional liability claims only, Consultant and its subconsultants agree to indemnify and hold harmless the Port of Tacoma, its appointed and elected officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services.

d) All policies shall be issued by a company having an A. M. Best Financial Strength Rating of A- and Financial Size Category of VI or better. The Consultant shall be responsible for notifying the Port in writing within ten (10) days of receipt of notice of coverage being suspended, voided, cancelled or materially reduced. The Port shall be

named as an additional insured on all policies by endorsement on ISO Form CG 20 10 Form B or equivalent. Additionally, except for Workers Compensation, waivers of subrogation shall be provided by endorsement to all policies.

12. Standard of Care

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

13. Time

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

14. Assignability

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