

PERSONAL SERVICES AGREEMENT NO. 070530

PROJECT: World Trade Center Tacoma Promotion 2017

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

PROJECT MANAGER: Evette Mason GL # 10-6270-86-0000-00

THIS AGREEMENT is made and entered into by and between the **Port of Tacoma** (*hereinafter referred to as the "Port"*) and **World Trade Center Tacoma (WTCT)** (*hereinafter referred to as the "Consultant"*) for the furnishing of World Trade Center Tacoma Promotion 2017 Personal Services (*hereinafter referred to as the "Project"*).

The Port and Consultant mutually agree as follows:

SCOPE OF WORK

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

China Trade and Investment Program

The Consultant will administer the China Trade and Investment Program (CTIP) in accordance with the deliverables outlined below and work with the steering committee for the China Trade and Investment program.

- World Trade Center Tacoma (WTCT) Executive Director or designee will participate on the China Trade and Investment steering committee which will oversee the project. Director will schedule quarterly meetings for the steering committee to review the progress.
- Provide office accommodation for the Trade CONTRACTOR.
- Oversee the deliverables under the contract and provide monthly progress reports to the Port for review by the Port's Project Manager.
- Support the Trade CONTRACTOR and receive business delegates from China, arrange business appointments and coordinate with the City of Tacoma and Port as appropriate. The CONTRACTOR will share visibility of any incoming Chinese delegations with the Port's CTIP representative. The Port's CTIP representative may elect to participate in any delegation visit.
- WTCT Director will work with the Trade CONTRACTOR to explore and present proposals for fee-based services to increase project revenues. Such proposals will be presented to the steering committee for review, comment and approval.
- Track contract funding and fees generated from the China Trade and Investment Program. The steering committee must approve fund expenditures not otherwise established through agreement. The steering committee will establish an efficient mechanism for obtaining such approvals as needed outside of the quarterly meetings.

- Continue to facilitate the promotion of trade with and investment from China for Tacoma/Pierce County firms and projects through online promotion in Chinese language. Ensure the following requirements are included in any agreements with Trade Contractor(s) performing work in support of the China Trade and Investment program:
 - Spend a minimum of 8 hours per week in Tacoma based at the WTCT office.
 - Additional hours to meet the goals of the project are expected to be devoted by CONTRACTOR to the China Trade and Investment program.

Use of Funds:

WTCT will utilize \$20,000 from the Port of Tacoma for the China Trade and Investment program. Funds for this project will be tracked separately from other World Trade Center funds. During the term of the agreement the WTCT Director will explore and present proposals for fee-based services to increase project revenues.

Assumptions (China Trade and Investment Program):

- A minimum of \$100,000 in export-import sales and/or inbound investment will be realized or committed to in 2017 as a result of previous activities and the May 2017 China Trade Mission. This investment will target trade for businesses located within the City of Tacoma, and Pierce County and or will use Port of Tacoma for material trade.
- Trade Contractor will be responsible for all minor hosting and travel expenses unless approved by the WTCT Director prior to incurring the expenses. Fees will be charged and sponsorships sought by WTCT to help defer these expenses.

Deliverables (China Trade and Investment Program):

- The Trade Contractor will support the WTCT in producing a successful, well-organized 2017 trade mission to China.
- China Trade & Investment report to be included with the written monthly report and evidence provided as to how the Port's funds were expended to support CTIP.
- China Trade and Investment Program contact database will be maintained and expanded. Complete contact information from all Chinese delegates of inbound delegations as well as any 2017 trade missions will be shared with the Port of Tacoma.
- The WTCT and Project steering committee will be updated on a regular basis as trade opportunities develop, but at a minimum, Trade Contractor will provide written monthly reports with updated financial reports and coordinate quarterly CTIP Steering Committee meetings. An agenda item for the quarterly meetings will be a CTIP financial update.
- Executed copy of the Trade Contractor Agreement.
- Provide a copy of the CTIP 2017 Work Plan by February 1, 2017.

WORLD TRADE CENTER TACOMA DELIVERABLES

WTCT staff will notify the Port's Project Manager of all inbound WTCT delegations and provide the Port an opportunity to host a delegation. Hosting a delegation is at the Port's option and expense.

- The written monthly report will provide the Port with testimonials, success stories, member feedback regarding new business and jobs creation, and year-to-date profit and loss statement, balance sheet and status of debt payment schedule.
- Provide the Port with sponsorship benefits related to major WTCT events, to include:

- **Globe Awards Dinner** – Premier first-tier sponsorship and associated benefits, to include but not limited to two (2) premier tables and logo visibility.
- **Cuba Trade Event (tentatively scheduled)** – This proposed event would be in partnership with the WTC Miami, Seattle and Tacoma, and would share information on how Washington firms can best access the \$2 billion infrastructure development fund created for Cuba. The Port would receive first-tier sponsorship for this event, including but not limited to complimentary registration, the Port's banner displayed at the venue with Port information available to all attendees.
- **May 2017 Trade Mission to China** – The Port will receive sponsorship promotion at all trade mission events and the Cross Straits Trade Fair. The Trade Mission will focus and promote local food and beverage products. Promotion will include but is not limited to the Port's logo on the website and email invitations, materials distributed at the events and copies of all received business cards.
- **Global Trade and Investment Portal** – First tier sponsorship and associated benefits to include but not limited to two (2) project postings at no cost. The Port/NWSA will receive a new resources listing to promote cargo operations.
- **Coordinate an import/export training seminar in Pierce County.** Port to receive first-tier sponsorship benefits to include but not limited to logo placement on printed and electronic materials, complimentary registration and recognition at the event.
- Provide premier fist-tier sponsorship at all trade education and networking events, including but not limited to logo placement on printed and electronic materials, complimentary registration and recognition at the events.
- Access to Consultant email and address list for Port use.
- Membership with 20 membership cards.
- Paragraph about the Port on the Consultant website homepage and the Port's logo on every web page.

ASSUMPTIONS

- The Port will have visibility of all contracts over \$10,000.00 and all multi-year contracts prior to approval by WTCT Executive Director or his designee. If approval is not received the Port will not assume responsibility.
- Monthly reports to support monthly invoices.
- Monthly reports from the China Trade and Investment Program.
- Itemized/detailed monthly financial reports including a year-to-date profit and loss statement, balance sheet and status of debt payment schedule.
- Quarterly presentation at a Port of Tacoma Commission Meeting to include activity update, upcoming participation opportunities and financial report.

COMPENSATION

This will be accomplished on fixed fee basis and will not exceed **\$110,000.00** (combined total for CTIP and WTCT) without prior written approval from the Port. Invoices will be paid monthly after receipt, review and acceptance of monthly WTCT and CTIP reports. If a 2018 WTCT contract is contemplated, deliverables will be provided in writing to the Port staff WTCT board representative, no later than December 1, 2017.

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

Invoices will be submitted monthly at the following rates:

Month	Monthly Payment Rate
January 2017	\$9,166.74
February through December 2017	\$9,166.66

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. Invoices may be mailed "Attention: Contracts Department". 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 January 18, 2017 to **December 31, 2017**.

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

AGREED

PORT OF TACOMA

WORLD TRADE CENTER TACOMA

By _____ Date _____
Mark Little
Director, Contracts & Purchasing

By _____ Date _____
Louise S. Tieman,
President and CEO

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

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.

7. Disclosure

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

8. Compensation

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

9. Payment Schedule

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

10. Costs and Disbursements

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

11. Insurance - Assumption of Risk

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

b) With respect to claims other than professional liability claims, Consultant and its subconsultants

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

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

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, including poor financial performance, 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.