

# COMMISSION AGENDA

Item No: 10B

Meeting: 1/21/21

**DATE:** January 13, 2021

**TO:** Port Commission

**FROM:** Eric D. Johnson, Executive Director

Sponsor: Eric D. Johnson, Executive Director

Project Manager: Deirdre Wilson, Senior Planning Manager

**SUBJECT:** Budget authorization increase for the Port of Tacoma Strategic Plan

## **A. ACTION REQUESTED**

Commission authorization to amend Personal Service Agreement No. 071173 with Maul Foster & Alongi, Inc., increasing the Port of Tacoma Strategic Plan project budget from \$291,700, as authorized by the Commission in December 2019, by \$50,000 for a total project cost of \$341,700.

## **B. SYNOPSIS**

Maul Foster & Alongi, Inc. (MFA) appreciates the opportunity to continue supporting the Port of Tacoma (Port) in the development of its Strategic Plan. This proposed scope of work and budget outlines the level of effort necessary to complete the Plan and the related Annual Action Plan by April 2021, an extension of time from the original target of December 2020.

## **C. BACKGROUND**

The Port of Tacoma's last strategic plan was adopted in 2012 and updated in 2014, well before The Northwest Seaport Alliance (NWSA) was formed. The NWSA has now been in existence for four years. We have a clearer understanding of the interrelationships among the Port of Tacoma, the NWSA, and the Port of Seattle. It is time for the Port of Tacoma to determine its future and develop a new vision that accounts for the NWSA's existence and its mutually developed goals and objectives.

On August 15, 2019 staff presented an overview of the expected scope for the Port's Strategic Plan update. The commission directed staff to return to the full Commission for final approval of consultant selection and to create a Strategic Plan Review Committee.

On September 27, 2019, port staff issued scoping and contracting documents with a proposal deadline of November 15, 2019. On December 12, 2019, the Commission authorized the Executive Director to enter into a contract for \$291,700 with Maul Foster Alongi to complete the Strategic Plan by December 2020.

Since January 2020, the project team, to include staff and the consultants, have been working in earnest to complete the project. Due to unforeseen circumstances related to the pandemic and staffing challenges, the project has been extended. By extending the final adoption of the Strategic Plan to April 2021 a thoughtful internal and external engagement process will be accommodated.

#### **D. PROJECT DETAILS**

##### ***Scope of Work - Addendum***

The additional funds to complete the Plan are necessary due to unanticipated impacts from the pandemic. The resulting remote work environment created the need for additional planning meetings and required adjustments to how internal engagement with staff and the Commission was conducted as well as adjustments to how the public was engaged. Examples include:

- The original contract called for participating in public Commission Study sessions and up to three public Commission briefings. Through December conducted three briefings at regular commission meetings and six study sessions each lasting two or more hours. This additional volume of commissioner engagement also increased the meeting frequency with the planning team.
- The original contract called for the facilitation of up to three staff-level meetings with staff from City of Tacoma, City of Fife, Puyallup Tribe of Indians, and Pierce County. In lieu of these three meetings over 40 phone interviews with stakeholders were conducted.
- The original contract called for a SWOT workshop. Due to the pandemic three virtual workshops were conducted with Port staff.
- The original contract called for up to four public open houses. In lieu of open houses an online open house was developed and updated throughout the year and an online survey was conducted requiring additional drafting and analytical time.

##### ***Additional Budget***

	TOTAL
Task 1: Internal Engagement	\$15,000
Task 2: Public Engagement	\$15,200
Task 3: Strategic Plan Reporting	\$12,500
Task 4: Annual Action Plan Development and Reporting	\$7,000
<b>TOTAL</b>	<b>\$49,700</b>

## 2021 Schedule

### Port of Tacoma Strategic Plan: Path to Adoption

Week of																																																																																				
	Dec 7, 2020				Dec 14, 2020				Dec 21, 2020				Dec 28, 2020				Jan 4, 2021				Jan 11, 2021				Jan 18, 2021				Jan 25, 2021				Feb 1, 2021				Feb 8, 2021				Feb 15, 2021				Feb 22, 2021				Mar 1, 2021				Mar 8, 2021				Mar 15, 2021				Mar 22, 2021				Mar 29, 2021				Apr 5, 2021				Apr 12, 2021				Apr 19, 2021				Apr 26, 2021			
	Week #	50	51	52	53	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18																																																														
Month	Dec				Jan				Feb				Mar					Apr																																																																		
<b>Commissioner Involvement</b>																																																																																				
1 Commission Meeting (12/17) Mission and Values																																																																																				
2 Commission Study Session (1/12) Community Connections, Goals/Strategies Synthesis																																																																																				
3 Commission Meeting (1/21) Update Commission on outreach efforts																																																																																				
4 Commissioner Interviews (1/18 to 2/2) Commission input on Plan Draft + community leaders																																																																																				
5 Commission Meeting (3/18) First Draft Review																																																																																				
6 Commission Meeting (4/15) Plan Adoption																																																																																				
<b>Strategic Plan Document Development</b>																																																																																				
1 Internal Plan Draft Prepare core team draft																																																																																				
2 Refine Plan Draft Convert document to InDesign format																																																																																				
3 Final Plan First Draft Incorporate Commissioner and community leader feedback																																																																																				
4 Finalize for Adoption Incorporate public feedback																																																																																				
<b>Annual Action Plan Development</b>																																																																																				
1 Annual Action Plan Draft Staff refinement																																																																																				
2 Annual Action Plan Review Reality check, prioritization																																																																																				
3 Annual Action Plan Finalize Confirmation																																																																																				
<b>Strategic Plan Roll-out</b>																																																																																				
1 Roll-out Plan Development																																																																																				
2 Roll-out Plan Implementation																																																																																				
3 Public Review Period Open for 14-days after February 18 Commission meeting																																																																																				

**E. FINANCIAL SUMMARY**

**Remaining Funds Available**

On December 31, 2020, the balance of the original \$291,700 authorization was \$23,021. All billing has occurred, and will continue to occur, using detailed cost of time and materials.

**Estimated Total Project Cost**

The total project cost including all stages is estimated at \$341,700.

**Estimated Cost for This Request**

The additional authorization needed to complete the Port of Tacoma Strategic Plan is \$50,000.

**Source of Funds**

The 2021 Port of Tacoma Executive department budget includes \$100,000 for the completion of the strategic plan.

**F. PREVIOUS ACTIONS OR BRIEFINGS**

<u>Date</u>	<u>Action</u>	<u>Amount</u>
December 12, 2019	Commission Authorization – Port of Tacoma	\$291,700
<b>TOTAL</b>		<b>\$291,700</b>

**G. ATTACHMENTS TO THIS REQUEST**

1. Maul Foster Alongi Addendum Proposal – Scope of Work, dated January 5, 2021
2. Personal Services Agreement 071173 with Maul Foster & Alongi, dated January 2, 2020

**H. NEXT STEPS**

Work to complete the Port of Tacoma Strategic Plan as indicated on the Schedule.

Key dates:

Feb 18, 2021 Draft Strategic Plan available for comment

Mar 18, 2021 Strategic Plan consideration by Port Commissioners  
Draft Annual Action Plan available for comment

Apr 15, 2021 Final consideration of the Strategic Plan by the Port Commission

Personal Services Agreement No. 071173  
Budget Addendum  
January 5, 2021

Maul Foster & Alongi, Inc. (MFA) appreciates the opportunity to continue our support of the Port of Tacoma (Port) in the development of its Strategic Plan (Plan). This proposed scope of work addendum and budget outlines the level of effort necessary to complete the Plan and the related Annual Action Plan (Action Plan) by April 2021. A schedule to complete this work is also provided.

The additional funds to complete the Plan are necessary due to unanticipated impacts from the pandemic. The resulting remote work environment created the need for additional planning meetings and required adjustments to how internal engagement with staff and the Commission was conducted as well as adjustments to how the public was engaged. Examples include:

- The original contract called for participating in public Commission Study sessions and up to three public Commission briefings. Through December conducted three briefings at regular commission meetings and six study sessions each lasting two or more hours. This additional volume of commissioner engagement also increased the meeting frequency with the planning team.
- The original contract called for the facilitation of up to three staff-level meetings with staff from City of Tacoma, City of Fife, Puyallup Tribe of Indians, and Pierce County. In lieu of these three meetings over 40 phone interviews with stakeholders were conducted.
- The original contract called for a SWOT workshop. Due to the pandemic three virtual workshops were conducted with Port staff.
- The original contract called for up to four public open houses. In lieu of open houses an online open house was developed and updated throughout the year and an online survey was conducted requiring additional drafting and analytical time.

Most of the tasks in this addendum are within the scope language of the original contract; however, the level of effort required has expanded due to the pandemic. There is more internal engagement needed with the Commissioners via one final Foundational Goal study session, individual input via interviews on the draft Plan, and public Commission meetings to review the Plan ahead of adoption. There is also additional staff engagement needed to develop the Annual Action Plan. Finally, public engagement will continue with an update of the online open house, the soliciting of feedback on the draft Plan, and the development of a Strategic Plan roll-out strategy, which was not included in the original contract.

## **SCOPE OF WORK ADDENDUM**

### **Task 1—Internal Engagement**

This task includes meetings with the Port core team, briefings during regular Commission meetings, Commission study sessions, and a round of individual interviews with

commissioners. Assumptions for internal engagement activities needed to complete the Plan are listed below.

#### Commission study session

One study session of up to two-hours will be needed to complete the Plan. The session will focus on defining the strategies for the Community Connections Foundational Goal.

Included in this portion of the task:

- Up to two planning meetings with Port staff
- Preparation of presentation materials

#### Commission briefings

Three Commission briefings will be held between January and April 2021. The first briefing will focus on summarizing Plan public engagement efforts to date. Two subsequent briefings will support first and second reading of the Plan, including final adoption. Each Commission briefing is one hour in duration.

Included in this portion of the task:

- Up to five planning meetings with Port staff; three planning meetings for the public engagement briefing and one planning meeting each for the subsequent briefings.
- Preparation of presentation materials

#### Commissioner meetings

In the first quarter of 2021, MFA and Port staff will meet individually with each commissioner to review a draft of the Plan. At the conclusion of the meetings, MFA will meet with the Port core team to discuss what was learned and adjust the Plan prior to the scheduled first reading.

Included in this task:

- One planning meetings with Port staff
- Up to five meetings with individual commissioners
- Preparation of presentation materials

#### Weekly core team meetings

Weekly core team meetings will be attended by Matt Hoffman with MFA and Eric Johnson, Deirdre Wilson, and Rod Koon with the Port. In addition to the regular attendees, MFA has budgeted time to include Jim Darling and Charla Skaggs, depending on the topics of the week.

Included in this task:

- Up to 14 planning meetings with Port staff

- Preparation of meeting agendas

## **Task 2—Public Engagement**

This task encompasses the public engagement efforts associated with the Plan. Specific efforts include updates to the online open house and the related graphics, schedules and materials; a roll-out strategy for the Plan; and continuation of the regular coordination meetings between Port staff and MFA to discuss public engagement issues and upcoming milestones.

### **Online open house update**

Continuing with the Plan's online engagement strategy, MFA will update the Plan online open house in January 2021 upon developing the final draft of the mission, values, goals, and strategies. This item assumes that Port staff will assist with content development and lead the coordination of internal and Commission review (as needed). MFA staff will update the online open house platform up to two times, and provide engagement metrics every two weeks, if needed.

Included in this task:

- Up to two updates of the online open house
- Up to two rounds of review per update
- MFA staff will lead the development of content for the online open house updates. Port staff will assist with content development, approve MFA-developed content and lead the coordination of internal and Commission review (as needed).

### **Strategic Plan roll-out strategy**

MFA staff will draft a plan that outlines a recommended public information roll-out strategy for the final Plan. MFA staff will assist with implementation of the tactics identified in the strategy, with Port staff leading the effort. Details regarding division of tasks and work timeline will be outlined in the roll-out strategy and agreed on by the Port and MFA communications staff.

Included in this task:

- MFA staff will develop up to two drafts and one final version of the roll-out strategy
- Port staff will lead the coordination of internal and commission review of the strategy, tactics, and associated implementation materials (as needed).

### **Biweekly communications team meeting**

MFA staff will continue their participation in the standing biweekly communications team coordination meetings through the end of the strategic planning process, assumed to be no later than April 30, 2021. Included in this task:

- MFA staff Charla Skaggs and Taylor Hodges will attend up to 8 meetings

- Matt Hoffman will attend up to 4 meetings on an as-needed basis.
- Port staff will provide agendas and coordinate the scheduling of the meetings.

## **Task 8—Strategic Plan Reporting**

MFA will produce a first design draft of the Plan in early 2021. After Port staff review, the completed draft will be used to solicit feedback from the commissioners. The final draft of the document will be completed in for inclusion in the agenda packet for the Port Commission meeting where first reading is considered. The final plan for consideration by the Commission will be completed ahead of the meeting where second reading and final adoption is scheduled.

Included in this task:

- Up to three rounds of Plan review
- The final Plan document will be provided as a print-ready PDF and web-friendly PDF
- InDesign files may be provided

Accompanying the Plan will be an Action Plan that provides Port staff and commissioners discrete implementation steps and a schedule for subsequent updates. The development of the Annual Action Plan includes:

- Development of Annual Action Plan tracking sheet in Microsoft Excel and formatted to be printed as a PDF
- Up to four meetings with Port staff to refine actions identified for the Annual Action Plan to support Plan Strategies and Goals

## **BUDGET**

The estimated cost to perform the proposed work is \$49,700 as shown in the table below. This cost estimate does not represent a lump sum. MFA bills for time and materials, consistent with the attached schedule of charges. MFA may apply money from one task to another to complete the scope of work.

### **JANUARY 2021 TO APRIL 2021 TASK BUDGET**

	<b>TOTAL</b>
Task 1: Internal Engagement	\$15,000
Task 2: Public Engagement	\$15,200
Task 8: Strategic Plan Reporting	\$19,500
<b>TOTAL</b>	<b>\$49,700</b>



## Port of Tacoma Strategic Plan: Path to Adoption

[illegible]



People. Partnership. Performance.

P.O. Box 1837  
Tacoma, WA 98401-1837  
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## **PERSONAL SERVICES AGREEMENT NO. 071173**

**PROJECT:** Port of Tacoma Strategic Plan Consultant Services

**CONSULTANT:** Maul Foster & Alongi, Inc., 2815 2<sup>nd</sup> Avenue, STE 540, Seattle, WA 98121

**PROJECT MANAGER:** Dierdre Wilson **GL ACCOUNT NO.:** 10-6005-76-0000-00

THIS AGREEMENT is made and entered into by and between the **Port of Tacoma** (*hereinafter referred to as the "Port"*) and Maul Foster & Alongi, Inc. (*hereinafter referred to as the "Consultant"*) for the furnishing of POT Strategic Plan Consultant Services (*hereinafter referred to as the "Project"*).

The Port and Consultant mutually agree as follows:

### **SERVICES**

The Consultant will:

Work with the Port Commission and staff to complete a Port Strategic Plan in 2020 that will:

- Delineate the focus and identity of Pierce County's Port of Tacoma, and
- Consider the landside support needs of the NWSA managed marine cargo terminals.

The consultant will perform the following:

### **Public Engagement**

The goal of this effort is to solicit input from Pierce County citizens on strategic planning options that will help the Port achieve a shared vision.

- Partner with Port public affairs staff to develop and execute a public engagement plan and associated outreach tools, including social media and direct public engagement.
- Partner with Port public affairs staff to identify key stakeholders from throughout Pierce County, including business and community leaders, local government representatives, elected officials, economic development agencies, labor and environmental representatives, as a resource for information.
- With Port planning and public affairs staff, facilitate up to three staff-level meetings to include staff from the City of Tacoma, City of Fife, City of Tacoma, Puyallup Tribe of Indians, and Pierce County to facilitate coordination with other related planning efforts. Port government relations staff will support and provide the appropriate contacts for these intergovernmental meetings and will assist in locating venues for the meetings.
- Working with Port public affairs staff, conduct up to four public open houses in a variety of county locations to gather input on three draft strategic planning options.

### **Internal Engagement**

- Participate in regular conversations with the planning team to identify expectations and review progress. This will include a kick-off meeting to establish the frequency and format for planning team meetings.
- Assist in the preparation of content for Commission memos and presentations.
- Engage with the Port Commission by participating in public Commission study sessions and up to three public Commission briefings seeking input and guidance on policy issues.
- Help Port staff navigate the anticipated overlapping conversations with concurrent work on the NWSA Gateway Infrastructure Plan, and the City of Tacoma Tideflats Subarea Plan.

### **Marine Cargo Operations**

- In this Strategic Plan for the Port of Tacoma marine cargo operations 'outside the gates' will need to be considered, but the on-terminal activities will not be addressed. The NWSA will complete a separate facilities master plan, the Gateway Infrastructure Plan (GIP). The GIP will include both North and South Harbor properties managed by The NWSA.
- The following overlapping areas may be addressed at a high level in the Port Strategic Plan.
  - Cargo movement needs such as local short distance rail opportunities and convenient routes that facilitate efficient truck movement.
  - Attraction and expansion of businesses beneficial and supportive of marine cargo activities such as value-added manufacturing and trans-loading.
  - Recognition of industrial lands within the region that support cargo operations at the Port, and a plan for how to manage future relationships that support these vital uses.

### **Situational Assessment**

- Assess the Port's current situation and strategic opportunities to prepare a strength, weakness, opportunity, and threat (SWOT) analysis to inform the plan.
- Prepare a situation assessment report developed from the SWOT analysis and stakeholder feedback.

### **Strategic Options**

Using the results of the previous tasks:

- Develop a set of qualitative and quantitative criteria that can be used to determine how well the (three) strategic planning options support the vision and goals of the strategic plan.
- Develop a set of (three) strategic planning options that address the following strategic plan elements as shown below.
- Evaluate the (three) options against the criteria.

**Draft Port of Tacoma Strategic Plan**

Develop up to four iterations of a draft strategic plan that reflects elected official, staff, stakeholder, and community input. The plan must use maps to express ideas whenever possible to maximize the efficiency of information shared.

**Final Port of Tacoma Strategic Plan**

- Following Commission study sessions and final internal vetting, produce a final user- friendly Port of Tacoma Strategic Plan, suitable for both paper and electronic use, for final consideration by the Port of Tacoma Commission on or before December 2020.
- The final version of the strategic plan should include the following elements:
  - Goals and Strategic Theme
  - Economic Development
    - Real estate and land use
    - Port of Tacoma focused opportunities
    - Marine cargo support
  - Transportation
    - Rail
    - Road
  - Environmental
    - Habitat development
    - Water quality
    - Air quality/sustainable practices
    - Remediation
    - Climate change and adaption
  - Community Partnerships
    - Governments, including the Puyallup Tribe of Indians
    - Institutions of higher education
    - Social responsibility
    - Workforce training
    - Non-Governmental Organization (NGO's)
  - Recreation and Public Access
  - Port staff office location
  - Port financial capacity and the role of the Port property tax levy
  - Implementation steps and schedule for subsequent updates



### **DELIVERABLES**

1. Public engagement plan.
2. Presentations and materials for public open houses.
3. Content for Port Commission memos and presentations.
4. Periodic written summary of comments from internal and external engagement.
5. Strength, weakness, opportunity, and threat (SWOT) analysis and a Situation Assessment Report.
6. Up to three (3) strategic planning options, evaluation criteria, and evaluation results.
7. Up to four (4) iterative strategic plan drafts.
8. Final Port Strategic Plan delivered on or before December 2020.

Deliverables will be fully defined in each approved task order, but generally the deliverables will be required to accomplish the services outlined above.

### **COMPENSATION**

This will be accomplished on fully burdened, fixed basis and will not exceed **\$291,900.00** 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](mailto:cpinvoices@portoftacoma.com). Each invoice must be accompanied by all 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 Services progress. Invoices that are submitted for payment ninety (90) days or more after the Services were completed are subject to non-payment.

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

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

**AGREED**

**PORT OF TACOMA**

By  1/2/20  
Mark Little Date  
Director, Contracts and Purchasing

**MAUL FOSTER & ALONGI, INC.**

By  1/2/2020  
Jim Darling Date  
Principal Planner

## **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 Services.

### **1. Key Personnel**

The Consultant's 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 and its subconsultants and their employees, are independent contractors. Nothing contained herein shall be deemed to create a relationship of employer and employee nor of principal and agent.

### **3. Conflicts of Interest**

Consultant warrants that it has no direct nor 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 nor 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 is 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 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 (6) years after the term of this Agreement, Consultant agrees to maintain accurate records of all activities done in providing the Services and to deliver such records to the Port upon termination of the Agreement or otherwise as requested by the Port.

### **6. Ownership of IP**

The plans, specifications, models, programs, reports, and other products prepared by the Consultant in performing the Services are Instruments of Service for purposes of the copyright laws of the United States. The Port has ownership rights to the Instruments of Service. Consultant shall not be responsible for changes made in the Instruments of Service 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 the Instruments of Service 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, the Port shall pay Consultant as specified in the Agreement.

#### **9. Payment Schedule**

Consultant shall submit detailed numbered invoices monthly showing descriptions of the Services being invoiced, work order number, title of the Project, total authorized, total current invoice, balance of authorization, individual's names and titles, hours, hourly rate by the 10th of the following month to be paid by the end of the 30th, 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 the Services.

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

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

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

b) The Consultant and its subconsultants shall indemnify, defend (the defense obligation shall not apply to professional liability claims), and hold harmless the Port of Tacoma and the Northwest Seaport Alliance and their respective appointed and elective officers and employees ("Indemnified Parties") 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 the Indemnified Parties arising from the negligent acts, errors, or omissions by the Consultant in the performance of the Services.

c) Not used

d) Consultant shall indemnify and hold the Port of Tacoma and Northwest Seaport Alliance harmless from and against any liability, expense, fines, penalties, cost, demand, or other obligation, resulting from or out of any cyber-related risk that include theft, loss or misuse of data, release of private information as result of a network breach, penetration,



compromise, or loss of IT systems control.

#### **12. Standard of Care**

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

#### **13. Time**

Time is of the essence in the performance of the Services.

#### **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. 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.

#### **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.



## COMPENSATION

The following information details proposed all recurring and non-recurring costs for services proposed. Table 1 details the proposed costs by task. Table 2 shows the blended hourly rates by firm in our proposal. Our hourly rates and quoted costs are:

- Fixed, fully burdened, including, but not limited to, travel, per diem, lodging, administrative overhead and all direct/indirect expenses,
- Quoted in US Dollars,
- Inclusive of sales tax and other government fees, taxes and charges,
- Valid throughout the contract period unless otherwise amended and agreed to by both parties in writing; and
- Assume travel charges to have the trip start and end point to be from within the Seattle/Tacoma region.

Table 1: Summary of proposed fixed, fully burdened costs by task

TASK	TOTAL
1: Internal Engagement	\$77,600
2: Public Engagement	\$64,500
3: Coordination with ongoing planning efforts	\$13,300
4: Situational Assessment	\$66,700
5: Port Financial Capacity/Tax levy	\$16,600
6: Staff Office Location	\$1,600
7: Strategic Options	\$24,900
8: Strategic Plan Reporting	\$26,700
<b>TOTAL</b>	<b>\$291,900</b>

Table 2: Summary of blended hourly rates

Maul Foster & Alongi	\$160
TIP	\$175*
Mercator	\$290*
Carter	\$144**
48 North Solutions	\$170**
BCRA	\$195**
Cogent Environmental	\$185**
University of Washington	\$175

\* Includes a 5% markup

\*\* Includes a 15% markup

The information on the following page details MFA's standard Schedule of Charges that will be in place for through the duration of this project.





## SCHEDULE OF CHARGES

### PERSONNEL CHARGES

Principal .....	\$170 – 250/hour
Senior .....	\$130 – 190/hour
Project.....	\$120 – 160/hour
Staff .....	\$100 – 130/hour
GIS and Data Analyst/Technician .....	\$100 – 135/hour
CADD Operator .....	\$80 – 95/hour
Administrative Assistant/Copy Editor .....	\$80 – 90/hour

Depositions and expert witness testimony, including preparation time, will be charged at 200 percent of the above rates.

Travel time will be charged in accordance with the above rates.

### OUTSIDE SERVICES

Charges for outside services, equipment, and facilities not furnished directly by Maul Foster & Alongi, Inc. will be billed at cost plus 10 percent. Such charges may include, but shall not be limited to the following:

Printing and photographic reproduction	Rented equipment
Rented vehicles	Shipping charges
Transportation on public carriers	Meals and lodging
Special fees, permits, insurance, etc.	Consumable materials

### SUBCONTRACTORS

Charges for subcontractors will be billed at cost plus 15 percent.

### DIRECT CHARGES

Vehicle per mile .....	\$0.75
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### COMPUTER CHARGES

CADD, ArcGIS, Tableau, Alteryx .....	\$20.00/hour
EQulS, EVS, Modeling Applications .....	\$30.00/hour

### FIELD EQUIPMENT

The rates for field equipment are set forth in the Field Equipment Rate Schedule.

### DOCUMENT PRODUCTION

The rates for document production are set forth in the Document Production Rate Schedule.

### RATE CHANGES

Schedule of Charges and Standard Equipment Rates are subject to change without notice.

### BILLING AND PAYMENT

Invoices will be submitted monthly and shall be due and payable upon receipt. Interest at the rate of one and one-half percent (1.5%) per month, but not exceeding the maximum rate allowable by law, shall be payable on any amounts that are due but unpaid within thirty (30) days from receipt of invoice, payment to be applied first to accrued late payment charges and then to the principal unpaid amount.





Item No.: 10B  
Date of Meeting: January 21, 2021

# Port of Tacoma Strategic Plan Authorization Increase Request

Deirdre Wilson  
Senior Planning Manager



# Project Authorization - amendment Port of Tacoma Strategic Plan



Request Commission authorization to amend Personal Services Agreement No. 071173 with Maul Foster & Alongi, Inc., increasing the Port of Tacoma Strategic Plan project budget from \$291,700, by \$50,000 for a total authorized amount of \$341,700.00.

# Background Port of Tacoma Strategic Plan



- Since January 2020, the project team, to include staff and the consultants, have been working in earnest to complete the project.
- Due to unforeseen circumstances related to the pandemic and staffing challenges, the project has been extended.
- By extending the final adoption of the Strategic Plan to April 2021 a thoughtful internal and external engagement process will be accommodated.

# 2020 Outreach Overview

## Port of Tacoma Strategic Plan



- 10** Commission public meetings
- 50** Community meetings attended by commissioners or staff
- 8** Internal all-staff meetings with average attendance of 120+
- 3,764** Online open house visits with 5,092 pageviews
- 444** Online open house survey responses
- 41** Interviews with key stakeholders
- 24,000** Emails about the online survey
- 7,600** Emails of our Pierside newsletter
- 24** Social media posts on Facebook and Twitter

As of 12-18-2020

# Background Port of Tacoma Strategic Plan



## 2021 Commission Meetings

### Key Dates:

- Feb 18 – Preliminary Draft Strategic Plan
- Mar 18 – Final Draft Plan consideration
- April 15 – Plan Adoption



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