

CONSULTANT ETHICS AND CONFLICT OF INTEREST

Serving the Port With Integrity

CC-2 as of 8/16/2011

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I. The Port's Interests Come First

Port of Seattle consultants ("Consultants") are expected to serve the Port with the highest standards of ethical conduct and to avoid situations that create a real or perceived "conflict of interest." Consultants are also expected to conserve and responsibly use the resources that the public has entrusted to the Port, to act in accordance with applicable laws and professional standards and to conduct business with the Port in a manner that will reflect positively on the Port, its employees, its consultants, and the community.
For purposes of this policy:

"Consultant" or "Consultants" refers to any organization or individual that responds to a Port solicitation or receives compensation directly or indirectly from a Contract with the Port. The term "Consultant" or "Consultants" includes individuals working for or on behalf of the consulting organization.

"Contract" refers to an agreement for the provision of personal or professional services.

"Financial or Beneficial Interest" is defined to include (a) a creditor, debtor or ownership interest in an amount or value in excess of \$1,500; (b) any employee, consultant or partnership arrangement; or (c) any option to purchase real or personal property. A Consultant shall be presumed to have knowledge of any Financial or Beneficial Interest held by a Relative.

"Representing Consultant" is a Consultant who is retained to represent, or who gives the appearance of representing, the Port.

"Relative" is defined to include a Consultant's spouse, domestic partner, parent, child, sibling, aunt, uncle, cousin, niece, nephew, grandparent, grandchild, in-law, and any person with whom the Consultant has a relationship that is substantially equivalent to any of the above.

A "conflict of interest" exists when a Consultant's obligations and commitments to the Port are, or may be, in conflict with the Consultant's financial or other personal interest, or with the Consultant's obligations or commitments to others. A conflict of interest may exist in a specific Contract, or when the nature of the services to be performed in a specific Contract creates an actual or potential conflict of interest in future work for the Port. Consultants must ensure that any financial or personal interest, or other business activity, is kept separate from their consulting role at the Port and does not influence their services to the Port. Consultants need to use common sense and keep the interests of the Port in mind at all times. In addition to avoiding actual conflicts of interests, Consultants must avoid situations that could *appear* to be a conflict of interest.

Conflicts of interest are not always obvious or clear. When in doubt, review the situation with the Port Central Procurement Office representative identified in the solicitation ("CPO Representative") or the Port project manager identified in the Contract ("Project Manager"). You may also contact the Port Workplace Responsibility Officer with any questions about this policy or to review a potential conflict of interest situation or other ethics issue.

II. Real or Perceived Conflicts of Interest

The following are examples of situations in which a Consultant may feel conflicting loyalties between the Consultant's private interests or other business activities and the Consultant's responsibilities and commitments to the Port.

A. Disclosable Conflicts from Business Relationships

The fact of a disclosable conflict of interest is not in itself a violation of this policy. Instead, it is something that must be disclosed and waived by the Port.

A conflict of interest may exist when a Consultant performs services for another entity if those services (i) potentially adversely impact the Port of Seattle or (ii) require or result in disclosure of confidential information.

A conflict of interest may exist when a Representing Consultant, a Relative, or someone with whom a Representing Consultant has a significant personal relationship, directly or indirectly, owns any significant interest in or operates an organization that competes with the Port, is doing business with the Port, or plans to do business with the Port. Representing Consultants should, therefore, avoid owning interests in or operating companies that compete with the Port, other than minimal amounts of stock in publicly traded companies.

A conflict may also arise when a Representing Consultant or a Relative is employed by or represents a regulatory agency with authority over Port functions.

Duty to Disclose: Consultants must disclose to the CPO Representative or Project Manager all potential situations that could present a real or perceived conflict of interest. The disclosure should be made as soon as practicable, but not later than seven days after the potential conflict was known or should reasonably have been known to the Consultant. The Port will document the disclosure. The Central Procurement Office, with the concurrence of the Workplace Responsibility Officer, will determine whether the Port will waive the conflict of interest and/or identify appropriate steps to be taken to avoid or mitigate the conflict of interest. The Consultant shall not execute any contracts or perform any services for the Port of Seattle that are related to the actual or perceived conflict of interest unless and until a waiver is granted.

B. Prohibited Conflicts

Prohibited conflicts are a violation of this policy and must be disclosed to the Port.

No Consultant shall accept, directly or indirectly, any compensation, gratuity or reward in connection with a contract from any other person beneficially interested therein.

A Consultant shall not participate in any decision-making, review, approval, selection, authorization or supervisory activity concerning any contract or Port transaction in which the Consultant or a Relative has a Financial or Beneficial Interest.

A Consultant shall not, directly or indirectly, ask for or give or receive or agree to receive any compensation, gift, reward, or gratuity from a source outside the Port for performing, omitting, or deferring the performance of any contractual, legal or professional obligation relating to the Consultant's consulting role, unless otherwise authorized by law.

A conflict of interest arises when a Consultant is in a position to exploit the Consultant's role or use of Port resources to advance the Consultant's financial or other business or personal interests. Consultants must avoid circumstances in which it appears, or to a reasonable person might appear, that the Consultant is requesting or otherwise seeking special consideration, treatment or advantage because of the Consultant's engagement with the Port.

Consultants shall not use their consulting role to secure special privileges or exemptions for themselves or a Relative. This includes obtaining any items or services at below market rates or confidential information from Port customers, suppliers, contractors, consultants, or lessees (or potential customers, suppliers,

contractors, consultants, or lessees) or other Consultants. It also includes a Consultant using his or her engagement with the Port to help a Relative get a job offer from the Port or obtain a job offer from a Port business partner.

Duty to Disclose: Consultants must disclose to the CPO Representative or Project Manager all situations that potentially or actually constitute a prohibited conflict of interest. The disclosure should be made as soon as practicable, but not later than seven days after the prohibited conflict was known or should reasonably have been known to the Consultant.

III. Use of Port Equipment

Consultants are expected to use Port-owned property and equipment for official Port business related to an existing Contract. Consultants may not use Port owned property or equipment for any other business purpose.

A Consultant shall not take or use Port-owned property and equipment for personal purposes, convenience, or profit. This includes, but is not limited to, taking or using Port vehicles, shop tools, fax machines, copiers, postage, office supplies, cameras, smartphones and laptops. It is not a violation of this policy for a Consultant to engage in de minimis or incidental personal use of such property or equipment while at the Port workplace.

When using Port electronic systems and social media, Consultants must comply with the Port's Electronic Systems and Social Media policies, which are posted on the Port's public web site.

IV. Safeguarding Confidential Information

A Consultant shall not use or disclose confidential information to third parties, unless authorized by the Port in writing. "Confidential Information" includes, without limitation, any information in any form that the Port considers to be confidential and proprietary, and is not publicly available. A Consultant shall not use Confidential Information for the benefit of the Consultant or a Relative. A Consultant shall not use or disclose Confidential Information in any manner that is detrimental to the Port, regardless of whether the use or disclosure results in any benefit to the Consultant or Relative.

A. Employment

A Consultant shall disclose an offer of employment or receipt of compensation from an Employer if the Consultant knows, has reason to believe, or the circumstances would lead a reasonable person to believe, that the offer of employment or compensation was intended, in whole or in part, directly or indirectly, to influence the Consultant or as compensation or reward for the performance or nonperformance of a duty by the Consultant during his/her Port engagement. For purposes of this policy, "Employer" means any person, partnership, association, corporation, firm, institution, or other entity, whether or not operated for profit.

V. Expectations of Former Consultants

For purposes of this policy, "Termination" of Port engagement is defined as the latest date on which the Consultant provided services on a Contract or, in the case of a retainer, was paid for services.

A. Disclosure Requirements

For one (1) year after Termination of a Port engagement, a Former Consultant must disclose the Former Consultant's past Port engagement to the Port before participating in any Port business or activity and must also disclose the Former Consultant's past Port engagement before participating in any proceeding before the Commission. The disclosure shall be made in writing to the CPO Representative or Project Manager and/or the Commission President.

B. Special Consideration Prohibited

A Former Consultant shall not request or otherwise seek special consideration, treatment or advantage from other Port staff or Port Commissioners. A Former Consultant shall avoid circumstances in which it might appear to a reasonable person that the Former Consultant requesting or otherwise seeking or receiving special consideration, treatment or advantage from other Port staff or Port Commissioners.

C. Appearances Before Commission

For one (1) year after Termination of Port engagement, a Former Consultant may not appear before the Port Commission on behalf of another individual or entity, whether or not for compensation of any kind, in relation to any matter, issue, contract, case, proceeding, application or matter in which such Former Consultant participated in a decision-making, negotiation, review, selection, supervisory or other significant activity.

By way of limited exception, the Commission may waive this provision if so requested by a Former Consultant and after public discussion and a finding by the Commission that the public or the Port's interests would be better served. The Former Consultant must seek application to participate in the proceeding at least 14 days in advance of the Commission meeting. Such application shall be submitted in writing to the Central Procurement Office identifying all facts and the rationale for the appearance.

D. Participation in Contracts with the Port

A Former Consultant may not participate as a competitor in any competitive selection process, or have a direct or indirect Financial or Beneficial Interest in any agreement, contract, concession, or lease that was made by, authorized or funded by Port action in which the Former Consultant participated in a decision-making, negotiation, review, preparation, selection, supervisory or other significant activity.

After one (1) year following Termination of a Former Consultant's Port engagement, the Port may waive this provision at its sole discretion. The Central Procurement Office, with the concurrence of the Workplace Responsibility Officer, will make this determination. The waiver shall be in writing and identify all facts and the rationale for the waiver. The waiver shall be granted prior to a Former Consultant participating in a competitive selection process or obtaining a Financial or Beneficial Interest.

VI. Reporting Other Potential Violations

Consultants should report potential conflicts of interest, financial or otherwise, of any Port employee or other Consultant who is in a position to influence the selection, non-selection, or conduct of business between the Port and any entity. Reports should be made to the Port Workplace Responsibility Helpline (206-787-4357) or the Ethics & Compliance Hotline (1-877-571-5237). Consultants will not be retaliated against for reporting good faith concerns or potential violations of this policy.

For further information about this policy, please contact the Port Workplace Responsibility Helpline.