
**Interlocal Agreement
between
Port of Seattle (POS)
And
Green River Community College (GRCC)**

The Port of Seattle, a Washington municipal corporation (“Port”) and Green River Community College (GRCC) agree as follows that GRCC shall provide curriculum development and delivery of Frontline Supervision course(s) and within-course modules to employees.

I. Purpose of Agreement

Consistent with RCW 39.34.080, the purpose of this Agreement is to permit the Port and Green River Community College to make the most efficient use of their powers and resources by enabling them to cooperate on a basis of mutual advantage, and take advantage of economies of scale and established systems in providing services. This Agreement is designed to set forth the understanding, rights and responsibilities of the parties.

II. Powers/Legal Authorities

Under RCW 39.34.080, a public agency may contract with any one or more other public agencies to perform any governmental service, activity or undertaking if each public agency entering into the contract has legal authority to perform such service, activity or undertaking.

The Port derives its legal authority to engage in employee development and training from the implied power granted by its enabling statutes. To the extent that employees are critical to carrying out the functions authorized in Title 53 RCW, the Port’s enabling statutes impliedly authorize the development and training of employees. Pursuant to RCW 39.34.080, the Port may contract with GRCC to perform such undertaking.

GRCC is a community college. Under RCW 28B.50.020, GRCC has legal authority to offer educational, training and service programs, including academic transfer courses, realistic and practical courses in occupational education, community services of an educational, cultural and recreational nature, as well as adult education. GRCC thus has authority to perform the services described at Section IV.

III. Objectives of Agreement

The objective of this Agreement is to set forth the understanding, rights and responsibilities of the parties with regard to the provision of (A) curriculum development and (B) delivery of the “standard” 45 hour Frontline Supervision course(s) or within-course modules to Port staff.

IV. Scope of Services

Green River Community College (GRCC) shall provide the following services:

A. CURRICULUM DEVELOPMENT

Curriculum updating of materials for the “standard” 45 hour Frontline Supervision Course and within-course modules including the following:

- Conducting limited needs assessment(s) and periodic curriculum refreshing of the “standard” 45 hour course (co-developed and co-owned by the Port of Seattle and Green River Community College) to meet the flexible needs of the Port and Port managers so:
 - (1) the course content meets the needs of an enterprise-wide cohort and/or
 - (2) all or parts of the course content meets the unique needs of a business unit or another other Port-determined group of employees
- ✓ Refreshing of the course materials will include periodic updating to reflect changing expectations and new initiatives (e.g., Workplace Integrity, “Our Values, Our Port” Initiative, CPI/Lean efforts) and new policies (e.g., HR-18, Performance Standards). Refreshing is needed so the course reflects current organizational priorities and practices, and provides important contextual information to help supervisors, managers, and others perform with confidence and skill.
- ✓ Refreshing the curriculum may include working with Port Human Resources and Development and other staff as required (e.g., Health and Safety, Workplace Integrity) as well as with line managers to review performance and knowledge needs, make revisions to course content and reference materials, and/or update classroom activities to reflect instructional refinements and/or participant needs.
- Some course updating will occur before delivery of the “standard” 45 hour course beginning in October, 2012. Other updates will be made as needed, in order to deliver customized versions of this course to business units.
- GRCC is responsible for providing final e-copy versions of the course materials and supporting instructor guides. All such materials (to be reproduced or branded or posted to SharePoint by the Port) should be submitted a minimum of 7 days in advance of when they are to be accessed by course participants.

B. COURSE DELIVERY

1. At the Port's discretion, annual delivery of one "standard" 45 hour course offering with a lead instructor, supported by at least two other GRCC instructors who co-deliver various within-course modules.

Planned offering:

One "standard" 45 hour course offering will be delivered on a one day a week (over six weeks) basis during October and November, 2012 on dates mutually agreeable to Port staff and Green River Community College instructors and delivered during the following hours:

8:00 AM – 4:30 PM

LOCATION(S):

Port of Seattle
Neighborhood Field Office Training Room
19639 28th Avenue South
SeaTac, WA 98188

Alternate classroom locations include Port of Seattle's Pier 69, other suitable Port of Seattle meeting rooms at SeaTac International Airport, or conference rooms at other Port of Seattle locations such as the Marine Maintenance Shop.

Future offerings:

2. At the Port's discretion, GRCC may provide additional customized curriculum development and delivery of all (or selected course modules) of the "standard" 45 hour Frontline Supervision course at dates, times (to include the possibility of swing shift learners), and locations mutually satisfactory to both parties.

The Port of Seattle shall provide the following services and support:

- Review of curriculum content by HRD staff to assure alignment with Port core values and organizational priorities and practices.
- Internal staff members who will provide briefings (classroom "cameo appearances") and/or any needed follow up on such topics as labor relations, EAP, diversity and inclusion, disability, workplace integrity, employee development, health and safety, and/or performance management, as appropriate.
- The Port of Seattle is responsible for providing "branding" of course materials to assure a "look and feel" linked to Port communications standards and templates, notebook binders, binder inserts, and/or printing of hard copies of any required course materials. The Port is also responsible for providing and maintaining a SharePoint (or similar) site available to HRD staff, POS employees, and GRCC instructors.
- The Port of Seattle will provide classroom space, any needed audio visual equipment or materials, and parking (at no charge back) for GRCC instructors.

V. Rights of Parties

A. Effective Date of Agreement.

The Effective Date of this Agreement shall be the date of execution when the Port of Seattle has signed the Agreement. (Note: The Port of Seattle is always the last to sign.)

B. Time for Performance.

Any work performed prior to the effective date of this Agreement, or continuing after the completion date of same, unless otherwise agreed upon in writing herein, will be outside this Agreement and will not be subject to its provisions.

C. Duration.

The duration of this Agreement shall be from the Effective Date through 9/1/2014 with the option to extend this Agreement for three additional one year contract terms. The contract may be extended for the next term by written notice from the Port of Seattle to GRCC of the Port's intent to extend the contract. Such notice shall be given at least 45 days prior to startup of the next contract term.

D. Compliance with All Laws.

Green River Community College agrees to observe all federal and state laws, regulations, and policies affecting performance under this contract.

E. Amendments

Changes in the scope of this contract which cause an increase or decrease in the cost of, or the time required for the performance of any part of the scope of work under this contract, shall be accomplished by written amendment and executed by both parties prior to implementation.

F. Attorney's Fees.

In the event of any controversy, claim, or dispute arising out of this Agreement, each party shall be subject to the dispute resolution provision in Section G and shall be solely responsible for the payment of its own legal expenses, if any, including but not limited to attorney's fees and costs.

G. Legal Relationship.

The parties to this agreement execute and implement this agreement solely as the Green River Community College. No partnership, joint venture or joint undertaking shall be construed from this Agreement.

H. Compensation.

Compensation for all services rendered by Green River Community College (GRCC) shall be as follows:

CURRICULUM DEVELOPMENT:

1. Annual updating of the “standard” 45 hour Frontline Supervision course, beginning in 2012, at the Port’s discretion.

Development fees at an hourly rate of \$68 per hour (e.g., to include meetings with Port HRD staff and line managers, compiling of information, creating or updating course materials) for development time up to an annual total of 80 hours or \$5,440 for the “standard” 45 hour course.

2. Customized curriculum development of within-course modules.

At the discretion of the Port, GRCC may provide annual customization of one or more within-course modules in the “standard” 45 hour Frontline Supervision course to meet the needs of a specific group of employees.

This course customization would be at GRCC’s standard development rate of \$68 per hour up to a total of 24 hours or \$1632 per module, to an annual maximum of six customizations.

COURSE DELIVERY:

1. At the Port’s discretion, delivery of one annual offering of the “standard” 48 hour course (typically 6 one-day sessions) for 16 -24 individuals drawn from across the organization.

Course delivery of the “standard” 45 hour course would be provided at a Course Delivery Fee of \$22,470.

2. The Port at its discretion may also request delivery of a customized offering of one or more modules annually in the “standard” 45 hour Frontline Supervision course to business units or a group of supervisors or managers. The Port at its discretion, and in consultation with GRCC, will recommend the number of GRCC instructors (up to three) needed for the delivery of customized material.

Such customized delivery would be at GRCC’s standard delivery rate of \$468.13 per delivery hour, inclusive of all instructors, not to exceed \$22470 annually.

Changes in contract rates:

Any changes in contract rates will require approval and signature by both parties. Rate increases for course development and course delivery may be permitted after the initial Contract Term expires 9/1/2014. Rate increases shall be allowed only at the beginning of a Contract Extension. Any contract increase requests must be submitted to the Port 30 days prior

to contract extension. Only one (1) such increase shall be allowed within the Contract Extension. Any other cost adjustments may be considered at the sole discretion of the Port.

Annual Maximum:

Total annual contract expenditures shall not exceed \$60,172 for Curriculum Development and Course Delivery as defined in this section. (See table below.)

	Updating	Customization	Standard Course	Customized Course	Annual Total
Original Contract Term (2)					
Year 1	5440	9792	22470	22470	60172
Year 2	5440	9792	22470	22470	60172
(3) 1-year extensions (optional)					
Year 3	5440	9792	22470	22470	60172
Year 4	5440	9792	22470	22470	60172
Year 5	5440	9792	22470	22470	60172

VI. Responsibilities of Parties

A. Termination.

Either party may terminate this Agreement with 60 days written notice to the other party in the event of changing staffing needs, organizational restructuring, budget shortfalls, natural disasters or similar unforeseen events.

B. Notice.

Any and all notices required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given upon receipt when personally delivered or sent by overnight courier or two (2) days after deposit in the United States mail if sent by certified or registered mail, return receipt requested. All notices shall be addressed to the Port and Green River Community College at the addresses set forth below or at such other addresses as may be specified by one party’s notice to the other party:

Robert (Bob) Embrey
 Business Training Director
 Green River Community College
 Kent Campus
 417 Ramsay Way, Suite 112
 Kent, WA 98032-4501
 (253) 520-6282
 (253) 333-4972 (Fax)
rembrey@greenriver.edu
www.greenriver.edu

Tay Yoshitani
Chief Executive Officer Port of Seattle
2711 Alaskan Way
Seattle WA 98121
(206) 787-3201
(206) 787-3164 (Fax)
yoshitani.t@portseattle.org

C. Indemnification.

The Port, its officers, employees and agents shall not be liable for any injury (including death) to any persons or for damage to any property regardless of how such injury or damage be caused, sustained or alleged to have been sustained by Green River Community College, its employees, agents, contractors, or subcontractors or third parties arising out of the performance of this Agreement.

Green River Community College shall defend, with counsel reasonably acceptable to the Port, fully indemnify, and hold harmless the Port, its Commissioners, officers, agents and employees from any and all loss, damages, expenses, attorneys' fees, consultants' fees, court costs and other costs for or from: 1) any fault or negligence by GRCC, its officers, agents, subcontractors, or employees and; 2) any failure on GRCC's part to comply with the terms and conditions contained in this Agreement. Provided, however, nothing in this Section shall require GRCC to indemnify the Port from any accident, injury, death or damage arising out of the sole negligence of the Port, its Commissioners, officers, agents or employees. GRCC agrees that the foregoing indemnity specifically covers actions brought by its own employees, and thus GRCC expressly waives its immunity under industrial insurance, Title 51 RCW, as necessary to effectuate this indemnity.

D. Records retention/Audit.

GRCC shall maintain books, ledgers, records, documents or other evidence relating to the costs and/or performance of the Agreement ("records") on a generally recognized accounting basis and to such extent and in such detail as will properly reflect and fully support all fees, costs and charges.

With regard to the records, GRCC shall do and require its employees, agents and subcontractors to do the following:

1. Make such records open to inspection or audit by representatives of the Port during the term of this Agreement and for a period of not less than three years after the expiration of this Agreement.

2. Retain such records for a period of not less than three years after the expiration of this Agreement; provided, however, if any litigation, claim, or audit arising out of, in connection with, or related to this Agreement is initiated, such records shall be retained until the later of (a) resolution or completion of litigation, claim or audit; or (b) six years after the date of termination of this Agreement.
3. Provide adequate facilities reasonably acceptable to representatives of the Port conducting the audit so that such representatives can perform the audit during normal business hours.
4. Make a good faith effort to cooperate with representatives of the Port conducting the audit. Cooperation shall include assistance as may be reasonably required in the course of inspection or audit, including access to personnel with knowledge of the contents of the records being inspected or audited so that the information in the records is properly understood by the persons performing the inspection or audit. Cooperation shall also include establishing a specific mutually agreeable timetable for making the records available for inspection by the Port's representatives. If GRCC cannot make at least some of the relevant records available for inspection within seven (7) days of the Port's written request, cooperation will necessarily entail providing the Port with a reasonable explanation for the delay in production of records.

VII. Miscellaneous

A. Entire Agreement.

This document contains the entire and integrated contract between the parties, and no statement, promise, inducement or agreement made by the parties or their agents or employees not contained in this written Agreement shall be valid or binding. No alteration, addition, or modification of any of the terms or conditions of this Agreement shall be effective if not in writing and signed by the authorized representatives of the Port and GRCC.

B. Severability.

In the event any portion of this Agreement shall be found to be invalid by any court of competent jurisdiction, such holding shall not affect the remaining provisions of this Agreement unless the court of competent jurisdiction rules that the principal purpose and intent of this Agreement should and/or must be invalidated.

C. Authority to execute Agreement.

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

D. Counterparts.

This Agreement may be executed in separate counterparts, all of which shall be construed as a single integrated instrument. Facsimile and digitally-scanned signatures shall be valid and binding with the same force and effect as the original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by action of their authorized representatives.

Robert Embrey, Business Training Director

Tay Yoshitani, Chief Executive Officer

Green River Community College (GRCC)

Port of Seattle (POS)

Date

Date