

## **INTERLOCAL AGREEMENT**

**Between**

**STATE OF WASHINGTON**

**HIGHLINE COLLEGE**

**and**

**PORT OF SEATTLE**

**THIS AGREEMENT** is made and entered into by and between **HIGHLINE COLLEGE, PO BOX 98000 MS 99-101, DES MOINES, WA 98198**, hereinafter referred to as "**HIGHLINE COLLEGE**," and the **PORT OF SEATTLE, PO BOX 1209, SEATTLE, WA 98111** hereinafter referred to as the "**PORT OF SEATTLE**" or "**Port**" (collectively "**the Parties**" or individually a "**party**").

The Port of Seattle is a municipal corporation, with authority under Title 53 RCW of the laws of the State of Washington, and other federal, state and local laws, to engage in economic development programs.

Highline College, also formerly known as Highline Community College, is accredited by the Northwest Commission on Colleges and Universities, an institutional accrediting body recognized by the Council for Higher Education Accreditation and the secretary of the United States Department of Education. Highline College is also authorized by the State of Washington (RCW 28B.50.020) 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. As such, Highline College has the full authority to perform the services described in Exhibit A, Scope of Work.

The Port seeks to directly enter into an Interlocal Agreement with Highline College's Small Business Development Center (SBDC) to support Women and Minority-owned Business Enterprises (WMBE) and small businesses in South King County in furtherance of Port purposes and Port-related industries.

The SBDC has a unique and direct relationship with the US Small Business Administration (SBA). SBDCs are the technical assistance offices for the SBA and they have offices across King County and Washington State. These Centers provide small business assistance in the form of workshops, on-line trainings, one-on-one technical counseling, and resiliency business planning.

The Highline College SBDC serves South King County and brings unique levels of funding and technical expertise to support the Port's small business support initiatives offering a wide-ranging support for businesses without significant ramp-up time.

The Highline College SBDC has recently been helping Port small business tenants and partners learn about CARES ACT loan programs and resources. The Port wants to partner with Highline College SBDC to continue providing this important support to Port businesses and partners impacted by COVID-19.

The Highline College SBDC is uniquely capable of delivering these support services to small businesses because it can draw upon the resources of the SBA and build upon special relationships it has built with local banks, accounting firms and other resource partners.

The Highline College SBDC also benefits from its relationship with Highline College's StartZone program, which can conduct small business outreach to existing and aspiring small business owners from

different cultural backgrounds (e.g., English as a Second Language) and expands the reach of the Highline College SBDC to minority and refugee communities. StartZone provides culturally competent group training focused on essential small business skills including finance, marketing, and business planning. The Highline College SBDC is also formally affiliated with other SBDC offices in Kent and Tukwila – a unique and coordinated network that extends small business assistance further within South King County.

**IT IS THE PURPOSE OF THIS AGREEMENT** to provide partnership and support for the community through the efforts of the Small Business Development Center and to provide complementary business development services and resources to small to medium sized businesses.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants of the Parties contained herein, and pursuant to Chapter 39.34 RCW, the Parties hereto agree as follows:

### **STATEMENT OF WORK**

To provide partnership and support for the community through the efforts of the Small Business Development Center and to provide complimentary business development services and resources to small to medium sized businesses, including tasks and deliverables as set out in further detail in Exhibit A.

### **PERIOD OF PERFORMANCE**

The term of this Agreement shall run until three years from the date this Agreement is executed by both Parties unless terminated as specified in the termination clause of this Agreement by either party.

### **PAYMENT**

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The Parties have estimated that the cost of accomplishing the work herein will not exceed the annual budgets set out in Exhibit A for Year 1 (2020-2021), Year 2 (2021-2022), and Year 3 (2022-2023). Payment for satisfactory performance of the work shall not exceed this amount unless the Parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded.

### **BILLING PROCEDURE**

Highline College shall submit invoices **automatically on an annual basis**. Payment to **Highline College** for approved and completed work will be made by warrant or account transfer by the **Port of Seattle** within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

### **RECORDS MAINTENANCE**

The Parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both Parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the Parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it

a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties. The furnishing party shall mark documents that it reasonably believes are or may be subject to an exemption from disclosure under the Public Records Act prior to transmittal to the receiving party.

### **RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by **Highline College**. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

### **INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

### **AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

### **TERMINATION**

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

### **TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 business days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

### **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the Parties hereto. As an alternative to this process, either of the Parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

### **GOVERNANCE**

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. applicable state and federal statutes and rules;
- b. statement of work; and
- c. any other provisions of the Agreement, including materials incorporated by reference.

### **ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

### **INDEMNIFICATION**

Each party to this Agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

### **WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

### **SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

### **ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

### **CONTRACT MANAGEMENT**

Highline College shall administer the funds under this Agreement. For purposes of notice, the program manager for each of the Parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement. Notice of any updates to the designated contact person shall be provided in writing by U.S. Mail.

#### **Highline College:**

All correspondence and notices related to this Agreement shall be delivered or mailed to the Rich Shockley, Executive Director of Business Development, Highline College, PO Box 98000 MS 99-104, Des Moines, WA 98198.

#### **Port of Seattle:**

Communications and billing contact person shall be Mian Rice, Director of Diversity in Contracting, Port of Seattle, 2711 Alaskan Way, Seattle, WA 98121.

**IN WITNESS WHEREOF, the Parties have executed this Agreement.**

State of Washington  
Highline College  
Michael Pham

Port of Seattle  
Stephen P. Metruck

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**  
**Scope of Work**

**Tasks and Deliverables**

**Task 1: BUSINESSES TECHNICAL ASSISTANCE**

1.1. Highline College shall provide small business technical assistance services in the form of workshops, on-line trainings and one-on-one advising to communities within South King County that support the Port's primary divisions of Seattle Airport, Maritime, Corporate, and Economic Development within the industries of construction, consulting, goods & services, and concessions.

1.1.1. Provide services to a minimum of 100 business clients per year. When possible, report where clients are served and other client demographics.

1.1.2. Provide a minimum of 11 workshops/trainings per year (multiple series per workshop) to 100 existing or aspiring small business owners per year.

1.1.3. Provide individual technical assistance to at least 80 existing or aspiring small business owners.

**Deliverables:**

A. Highline College shall submit brief quarterly reports summarizing:

1. Number of clients served, including any available demographic information.
2. Number of workshops held
3. Number of individuals served through individual advising sessions
4. Number of hours providing individual advising

**Task 2: OUTREACH**

2.1. The Highline College shall conduct outreach services to existing and aspiring small business owners from different cultural backgrounds in South King County and promote opportunities in doing business with the Port of Seattle.

**Deliverables:**

A. Highline College shall submit quarterly reports summarizing:

1. 6 outreach activities performed per quarter

**Task 3: DIVERSITY IN CONTRACTING**

3.1. Highline College shall provide information on the Port's Diversity in Contracting program to at least 50 women and minority-owned business enterprises (WMBE) per year.

3.2. Highline College shall notify women and/or minority-owned business enterprises (WMBE) of their eligibility to register to do business with the Port if the firm is capable and interested in doing business with the Port. Upon request, the Highline College SBDC may enter WMBE firm information into the Port's Diversity in Contracting Vendor Connect to allow Port buyers to find potential WMBE vendors.

3.3. Highline College shall provide information to the Port on all small businesses served that meet the Small Business Administration (SBA) size limits.

**Deliverables:**

A. Highline College shall submit brief quarterly reports summarizing:

1. Number of the businesses that were notified about the Port’s Diversity in Contracting opportunities and number of specific referrals to the Port of Seattle’s “Vendor Connect” system.

**Task 4: BUSINESS RESILIENCY PLANNING AND TECHNICAL ASSISTANCE**

- 4.1. Highline College shall provide small business resiliency planning technical assistance services in the form of workshops or one-on-one advising to communities in South King County that are targeting Port business opportunities or have the potential to become a Port business partner.
  - 4.1.1. Provide services to a minimum of 50 business clients in six months. When possible, report where clients are served and other client demographics.
  - 4.1.2. Provide a minimum of 6 workshops focused on resiliency planning and disaster recovery to small business owners in six months. At least two workshops should be provided in Spanish or other languages commonly spoken in South King County.
  - 4.1.3. Provide individual technical assistance to at least 50 small business owners.

**Deliverables:**

- A. Highline College shall submit brief **quarterly** reports summarizing:
  1. Number of clients served. Include client demographics when possible.
  2. Number of workshops held.
    - a. Languages in which the workshop is available.
  3. Number of individuals served through individual advising sessions
  4. Number of hours providing individual advising

**Annual Budget**

- \$160,000 total over three years
- \$60,000 year 1
  - \$50,000 year 2
  - \$50,000 year 3