

**INTERLOCAL AGREEMENT for PARTNERSHIP and COOPERATION between
HIGHLINE PUBLIC SCHOOLS and the PORT OF SEATTLE**

This Interlocal Agreement (“Agreement”) is hereby entered into by and between Highline Public Schools, hereinafter referred to as the “District” and the Port of Seattle, hereinafter referred to as “the Port”. The Port and the District are also referred to in this ILA collectively as “the Parties”, and individually as a “Party.”

RECITALS

WHEREAS, 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 workforce development and economic development programs in Port-related industries; and

WHEREAS, Maritime High School (MHS) is a new high school opening in Fall 2021. The school will be located in South King County and operated by the District and will include curricula focused on Port-related industries, including maritime and green jobs; and

WHEREAS, MHS is designed to:

- Expose students to the educational and employment opportunities provided by the region’s robust maritime industry;
- Develop and sustain a workforce that mirrors the diversity of the residents of South King County;
- Explore the region’s extensive maritime history;
- Include a focus on environmental stewardship, with a recognition that clean waterways, such as the Duwamish River, are a necessary element of the maritime and green jobs industries;
- Build on the District’s existing commitment to the industry and an expertise with the subject matter as evidenced by the Marine Science Technology program at the Puget Sound Skills Center;
- Build on the Port’s commitment to the Duwamish Valley through community collaboration and targeted outreach;
- Be open to students who reside within the District and students who live within the Puget Sound region, including communities adjacent to the Duwamish River, who are interested in the maritime and green jobs industries; and

WHEREAS, The District will operate MHS as a public school, and MHS will be governed by the Highline School Board of Directors. Admission to the school will be via application; if there is more interest than available seats, students will be admitted via a lottery process; and

WHEREAS, In support of the collaboration and partnership contemplated by this agreement, the Port has identified \$125,000 in funding to be provided to the District in furtherance of workforce development and economic development in Port-related industries;

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:

1. STATEMENT OF WORK

The District shall provide partnership and support for King County students through the efforts of the Maritime High School and to provide project-based learning opportunities with an emphasis on port related industries, assistance from the Port will support the District shall to the following:

Instructional Design

Extensive work will take place to develop the overall academic program for Maritime High School. This work will encompass addressing all components necessary to graduate from high school, as well as incorporating maritime content throughout. The instructional design work from now through December 2021 will focus on the design of a series of integrated projects and include the following:

- Alignment of meaningful and relevant projects to academic standards and specific competencies and standards related to maritime
- Development of culturally responsive assessments of student learning, including structures for sharing learning in a multiple modalities
- Design of support structures for student success in accessing academic, including specific maritime-related learning
- Creation and curation of lessons, units and materials to support meaningful, real-world and engaging content to support learning across academic areas integrated with maritime content

Community Engagement

Short and long-term strategies will be developed to engage a community partners to support access to the school. Activities will include the following:

- Innovative events to share information about the school, and solicit input for ongoing development of the overall program
- Social media presences to sustain ongoing interest in and support of the school
- Newsletter publication to share information with stakeholders to nurture and grow support of the school
- Meeting and networking with community groups supporting the school

Partnership Development

In order to engage students in hands-on and relevant learning, relationships will be developed with partners to build and deepen learning experiences. Specifically, the following will take place:

- Develop plans for mentorship programming to connect students to industry and community professionals
- Build opportunities for extended learning at industry and community sites aligned with standards and maritime competencies
- Sustain relationships to ensure high quality engagement of partners to inform ongoing development of academic programming to be informed by current and future needs in maritime sector employment

Family and Student Engagement

To ensure families and students are fully engaged with the development and operation of the school, extensive work will take place to ensure multiple opportunities to provide input on programming, as well as general events to ensure families are fully knowledgeable about the school program, and the full range of employment in the maritime sector. Specifically, the school will:

- Establish a student structure to provide input on the overall design of the school, as well incorporating student interests into learning

- Provide multiple venues for families to provide input, including live meetings and asynchronous platforms for feedback
- Host events for families to connect with industry and community partners to learn about the full range of maritime careers

Staff Development

Long term sustainability of the school relies on strong staff development. To support this, significant effort will be invested in staff development, including:

- Instructional coaching of staff on project based learning, with a specific focus on connecting to maritime careers
- Increasing and developing staff's knowledge of maritime careers and related competencies
- Developing and supporting staff capacity to build authentic and meaningful relationships with maritime-focused partners

Reporting on the activities described above shall be provided in the reports described in Exhibit A.

2. PERIOD OF PERFORMANCE

The term of this Agreement shall be one year commencing from the last signature date of the Agreement unless terminated earlier in accordance with this Agreement.

3. PAYMENT BILLING PROCEDURE

The District shall submit invoices after completion of the deliverables identified in Exhibit A. Payment for approved and completed work in accordance with Exhibit A will be made by the Port of Seattle within thirty (30) days of receipt of each invoice. The total payment under this ILA shall not exceed \$125,000.

4. 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.

5. 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.

6. 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.

7. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the Port shall be responsible for payment of deliverables invoiced accepted prior to the effective date of termination.

8. 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.

9. DISPUTES

Any disputes or questions of interpretation of this Agreement that may arise between the Port and the District shall be governed under these Dispute Resolution provisions. The Port and the District agree that cooperation and communication are essential to resolving issues efficiently. If disputes about the implementation of this Agreement arise, the designated contact persons for the Port and the District shall meet to discuss the issues and attempt to resolve the dispute in a timely manner. If the designated contact persons are unable to resolve the dispute, then the Parties may pursue any legal remedies. At all times prior to resolution of the dispute, the Parties shall continue to perform and make any required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute.

10. GOVERNANCE

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The King County Superior Court in Seattle, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

11. 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.

12. 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. To the maximum extent allowed by law, the Parties shall protect, defend, indemnify, and save harmless each other, their officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, judgments, penalties, and/or awards of damages, arising

out of or in any way resulting from the Parties' own negligent acts or omissions in connection with performance of activities under the terms of this Agreement. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. This indemnification shall survive the termination of this Agreement.

13. 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.

14. 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.

15. 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.

16. CONTRACT MANAGEMENT

Highline Public Schools 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. Any notice required or permitted to be given pursuant to this Agreement shall be in writing and sent by U.S. Mail to the following addresses unless otherwise indicated by the Parties to this Agreement:

Highline Public Schools:

All correspondence and notices related to this Agreement shall be delivered or mailed to Bernard Koontz, Highline Public Schools, 15675 Ambaum Blvd SW, Burien, WA 98166.

Port of Seattle:

Communications and billing contact person shall be Luis Navarro, Director of Workforce Development, Port of Seattle, 2711 Alaskan Way, Seattle, WA 98121

EXHIBIT A

| <u>Deliverable</u> | <u>Milestone Payment</u> | <u>Schedule</u> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|------------------------|
| Instructional Plans demonstrating Maritime focus of curriculum Six Month Report to include demographics and number of students trained, recruited, and any other tangible benefits of the program. | \$62,500 | June 15, 2021 |
| Annual Report to include demographics and number of students trained, recruited, and any other tangible benefits of the program. | \$62,500 | December 15, 2021 |
| NOT TO EXCEED TOTAL: | \$125,000 | |