

**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 that launched in Fall 2021. The school is located in South King County and operated by the District and includes 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;
- Recruit, develop, retain 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 quality jobs in the maritime and green jobs industries; and

WHEREAS, The District operates MHS as a public school, and MHS is governed by the Highline School Board of Directors.

WHEREAS, Admission to the school is via application and 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 \$250,000 annually in funding in fiscal years 2024, and 2025, for a total of \$500,000 over two years, to be provided to the District in accordance with Exhibit A and 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. The funding from the Port will support the following:

Instructional Design

Extensive work will take place to implement and strengthen 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 will focus on a series of integrated projects to strengthen the current 9th and 10th grade curriculum, and developing three focus areas for the 11th and 12th grade program that allows students to focus on and earn college credit and credentials in vessel operations, marine construction, and marine science. This work will include:

- 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 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, such as operating vessels, mastering maritime concepts and terminology, developing advocacy skills and understanding relevant policy development, understanding environmental impact and mitigation, and learning maritime construction skills
- Development of systems to support students to attain maritime-related certifications

Community Engagement

Short and long-term strategies to engage community partners to support access to the school will be advanced. In keeping with Port of Seattle's values of equity and accessibility the focus of this funding is to make maritime careers more visible to BIPOC communities. Ongoing recognition of the Port of Seattle's support of Maritime High School will take place during activities which may 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
- Conducting regular industry tours at the school to promote interest and understanding of what Maritime High School is contributing to the maritime industry
- Specific and targeted outreach to tribes and BIPOC communities in King County.

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:

- Implement plans for mentorship programming to connect students to industry and community professionals
- Increase 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

Increase Visibility of Maritime Careers

Develop communication protocols and partnerships that support regional student and family awareness of maritime education and careers. Efforts will include the following:

- Include information on broader maritime education opportunities to students and stakeholders, students, teachers and families
- Amplify maritime educational opportunities offered by MHS industry partners
- Specific focus given to outreach in tribal schools and methods to reach BIPOC communities with the goal of increasing BIPOC's awareness about maritime careers.

Family and Student Engagement

To ensure current and prospective families and students are fully engaged with the continued 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:

- Support a student structure to provide feedback and input on school operations
- Engage prospective families, particularly from BIPOC communities, around knowledge and interest in maritime careers
- 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
- Provide regular opportunities for prospective families to learn about Maritime High School and the benefits of a career in the maritime industry

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

2. ANNUAL REPORT OF RESULTS

An annual report will be submitted by Maritime High School to the Port of Seattle. See Exhibit A for specific information to be provided in the report.

3. PERIOD OF PERFORMANCE

The term of this Agreement shall be two years 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 an annual invoice 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 \$250,000 per year.

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 and 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 Office of the Superintendent, Highline Public Schools, 15675 Ambaum Blvd SW, Burien, WA 98166.

Port of Seattle:

Communications and billing contact person shall be Bookda Gheisar, Sr Director of Office of Equity, Diversity and Inclusion. Port of Seattle, 2711 Alaskan Way, Seattle, WA 98121

EXECUTED BY THE UNDERSIGNED PARTIES effective as of the date last below written and posted pursuant to Chapter 39.34 RCW:

Highline Public Schools

Port of Seattle

Signature Date

Signature Date

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

Deliverable	Milestone Payment	Schedule
Annual Reports to include: <ul style="list-style-type: none">• A general summary of student recruitment efforts• Highlights of recruitment efforts with community and student groups that are underrepresented in the Maritime industry• Demographics of enrolled students (all reports disaggregated by race, gender, zip code)• Lessons learned and student testimonials• Instructional plans demonstrating Maritime focus of curriculum• In 2025 and 2026, summary of students' post-secondary plans upon graduation to enter maritime-related jobs and/or ongoing maritime education• Any other tangible benefits of the program	\$250,000 \$250,000	December 13, 2024 December 15, 2025
NOT TO EXCEED TOTAL:	\$500,000	