

**INTERLOCAL AGREEMENT BETWEEN
Clover Park Technical College / PORT OF TACOMA**

This Agreement, hereinafter "Agreement," is made and entered by and between the Clover Park Technical College, hereinafter "CPTC," and the Port of Tacoma, hereinafter the "PORT," collectively referred to as "Parties" and individually, as a "Party."

RECITALS

- A. Clover Park Technical College values multiple pathways to success through education, training and preparation to participate in the workforce and supports Advanced Manufacturing courses and programs with the School of Advanced manufacturing, designed to provide hands-on learning experiences to develop the technical skills to build expertise in electrical systems, programmable logical controllers, mechanical systems, sensors and actuators, robotics, CNC machine centers and quality assurance.
- B. Graduates earn college credentials along with a wide range of industry-recognized certifications that apply to growing industries in automation, robotics, manufacturing, instrumentation and process control, and supply chain logistics equipment.
- C. Pathways offered through the Advanced Manufacturing School are Bachelor of Applied Science in Operations Management, Bachelor of Applied Science in Mechatronics Engineering Technology & Automation, Manufacturing Engineering Technologies, Mechatronics, and Nondestructive Testing.
- D. RCW 53.08.245 authorizes port districts in Washington state to contract with nonprofit corporations and private and public entities that provide training systems as defined in RCW 28C.18.010 and promote workforce diversity in furtherance of this and other acts relating to economic development.
- E. In 2021, the Port of Tacoma Commission adopted a five-year strategic plan that calls on the Port to partner with regional organizations to facilitate career development and business growth in Pierce County.
- F. In February 2022, the Port of Tacoma Commission adopted Resolution 2022-03, in which it found that workforce development is critical to achieving the Port's primary mission to serve as an economic development agency generating quality, family-wage jobs and economic growth for the region and increasing operational efficiency and economic mobility.
- G. In August 2022, the Port of Tacoma Commission adopted a Workforce Development Strategic Plan, which included funding which the Commission's Workforce Development committee decided would be appropriate to help fund two areas at the Clover Park Technical College's Advanced Manufacturing school; \$6,750 for testing certification fees and \$21,500 for a CNC Plasma Table.

Now, Therefore, pursuant to chapter 39.34 RCW, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, the Parties agree as follows:

It Is Mutually Agreed as Follows:

1. General

- 1.1 For up to an identified limit not to exceed \$38,250 the PORT shall contribute six thousand seven hundred fifty (\$6,750) dollars towards testing certification fees and twenty-one thousand five hundred (\$21,500) dollars toward the purchase of a CNC Plasma Table.
- 1.2 This Agreement is effective upon the signature of both Parties and will terminate one year from the date of signatures below unless extended by mutual agreement of the Parties under Section 8, below.

2. Payment

- 2.1 The PORT shall contribute up to thirty-eight thousand, two hundred fifty (\$38,250) dollars toward the costs associated with the purchase of a CNC Plasma Table and Testing Certification Fees as defined in Section 1. These funds are considered obligated upon execution of this agreement, subject to the conditions herein.
- 2.2 CPTC will invoice the PORT with evidence that payments of up to thirty-eight thousand, two hundred fifty (\$38,250) dollars has been made by CPTC. The PORT will pay the invoice within thirty calendar days of receiving CPTC's invoice and any reasonably requested additional supporting evidence.

3. Contract Administration

- 3.1 The Parties do not by this Agreement create any separate legal or administrative entity. The CPTC School Superintendent or his/her designee and the Port Executive Director or his/her designee shall be responsible for working with each other to administer the terms of this Agreement. The Parties do not intend to jointly own any real or personal property as part of this undertaking. The Parties will cooperatively work together to further the intent and purpose of this Agreement.

4. Dispute Resolution

- 4.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows: CPTC and the PORT shall each appoint a member to a disputes board, these two members shall jointly select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. Any attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The Parties shall equally share in the cost of the third dispute board member; however, in any dispute resolution, including litigation, each Party shall be responsible for its own costs and fees.

5. Indemnification

- 5.1 Each Party shall protect, defend, indemnify, and hold harmless the other Party and its employees, authorized agents, and/or contractors, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards

of damages (both to persons and/or property), arising out of, or in any way resulting from, the first Party's obligations to be performed pursuant to the provisions of this Agreement. Neither Party shall be required to indemnify, defend, or hold harmless the other if a claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) CPTS, its employees, authorized agents, or contractors and (b) the PORT, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of each Party, its employees, authorized agents, and/or contractors.

5.2 No liability shall attach to either Party by reason of entering into this Agreement except as expressly provided herein.

5.3 This Section 5 shall survive any termination or expiration of this Agreement.

6. Venue and Governing Law

6.1 This Agreement shall be governed exclusively by the laws of the State of Washington both as to interpretation and performance without recourse to any principles of conflicts of laws. The exclusive venue for any legal action or proceeding arising out of this Agreement shall be Pierce County Superior Court. Further, the Parties agree that each will be solely responsible for payment of its own attorneys' fees, witness fees, and costs.

7. Contacts and Notices

7.1 Contact between the Parties, including but not limited to invoicing, agreement administration, and notices, will be directed to the below identified contacts; his/her designee; or such other addresses as either Party may, from time to time, designate in writing:

Port of Tacoma

Leslie Barstow
Community Affairs and Workforce
Development Manager
PO Box 1837
Tacoma, WA 98401

Clover Park Technical College

Nate Baker, Instructor School of Advanced
Manufacturing
Clover Park Technical College
4500 Steilacoom Blvd. S.W.
Lakewood, WA 98499

8. Amendment

8.1 This Agreement may be amended only by the mutual agreement of the Parties and only when such amendment or modification is in writing, approved by each Party's authorizing entity/person(s), and signed by persons authorized to bind each Party.

9. Severability

9.1 Should any clause, phrase, sentence, paragraph, or section of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or the application of those provisions not so declared shall remain in full force and effect.

10. Drafting

10.1 The Parties participated equally in the process leading to execution of this Agreement, including negotiation and drafting. If a dispute should arise with regard to the meaning or interpretation of any provision hereof, no presumption or rule construing ambiguity against a drafter of the document shall apply to the interpretation or enforcement of this Agreement.

11. No Third-Party Beneficiaries

11.1 This Agreement is executed for the sole and exclusive benefit of the signatory Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy or other entitlement upon any person other than the Parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party, nor shall any provision herein give any third party any right of action against any Party hereto.

12. Audits/Records

12.1 All records for the Program in support of all costs incurred shall be maintained by CPTC for a period of six (6) years. The PORT shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. Should the PORT require copies of any records, it agrees to pay the reasonable costs to produce such copies. The Parties agree that the work performed herein is subject to audit by either or both Parties, their designated representatives, and/or the federal/state government.

13. Port Signature Authority

13.1 The PORT Executive Director was authorized to execute this Agreement by majority vote of the Port Commission on the _____ day of _____, 2023, at a regularly scheduled, public Commission meeting.

14. Recording

14.1 The PORT will record a copy of this Agreement in the Office of the Pierce County Auditor as provided by law.

15. Entire Agreement

15.1 This Agreement constitutes the entire agreement of the Parties, supersedes all previous oral or written understandings, and incorporates all prior discussions and agreements pertaining to this subject matter.


In Witness Whereof, the Parties hereto have executed this Agreement as of the date last written below.

Port of Tacoma

By 
Eric Johnson, Executive Director

Date: Sep 8, 2023

Approved as to Form

By 
Heather L. Burgess (Sep 11, 2023 07:27 PDT)
Heather Burgess, Legal Counsel

Date: Sep 11, 2023

Clover Park Technical College

By 
Dr. Joyce Loveday, President

Date: Sept. 18, 2023

Approved as to Form

By _____

Date: _____