

INTERLOCAL AGREEMENT

TSD-24-041

PORT OF TACOMA

[JOBS 253]

SIGNATURE DATE – 8/31/2026

**INTERLOCAL AGREEMENT BETWEEN
TACOMA PUBLIC SCHOOLS / PORT OF TACOMA**

This Agreement, hereinafter "Agreement," is made and entered by and between the Tacoma School District No. 10, hereinafter "TPS" and the Port of Tacoma, hereinafter the "PORT," collectively referred to as "Parties" and individually, as a "Party."

RECITALS

- A. TPS values multiple pathways to success in post-secondary education and into the workforce and is committed to ensuring that each student is job-ready with the attainment of at least one "stackable" industry-recognized certification. These "employer recognized certifications" validate student achievement in preparation for entering the workforce as life-long learners with job-specific skills leading to advanced certifications. Employers recognize certifications specific to a career pathway that may be indicative of an employee's interests and potential to learn and grow with their organization.
- B. TPS runs and manages an Industry Recognized Credential Program each summer (Jobs 253 Credentialled), hereinafter the "Program." The purpose of the Program is to provide high school youth with training leading to certifications that will help them achieve employment at the completion of the summer program.
- C. 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.
- D. 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.
- E. 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.
- F. In August 2022 the Port of Tacoma Commission adopted a Workforce Development Strategic Plan, which included a strategy to invest in the TPS's Recognized Credential Program.

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 \$30,000, the PORT shall contribute \$500 per student completion stipend.

- 1.2 The PORT payment is limited to students enrolled in one of the following certification programs:
 - 1.2.1 Aerospace Joint Apprenticeship Committee (AJAC) Program
 - 1.2.2 Automotive Pre-Apprenticeship Program
 - 1.2.3 Drones (Unmanned Aerial Vehicles) Program
 - 1.2.4 Electrical Interim Credential Program
 - 1.2.5 Environmental Services Program
 - 1.2.6 High School Introduction to Plumbers & Pipefitters (HIPP) Program
 - 1.2.7 Tacoma Tideflats – Merchant Mariner Program
 - 1.2.8 Tacoma Tideflats – Warehouse & Logistics Program
 - 1.2.9 Wildland Firefighting Program
- 1.4 This Agreement is effective upon the signature of both Parties and will terminate upon the sooner of Program completion, or September 30, 2026, unless extended by mutual agreement of the Parties under Section 8, below.

2. Payment

- 2.1 The PORT shall contribute up to thirty thousand dollars (\$30,000) annually for the costs associated with the Program as defined in Section 1. These funds are considered obligated upon execution of this agreement, subject to the conditions herein. TPS will invoice the PORT in September of each calendar year.
- 2.2 TPS will invoice the PORT with evidence that stipend payments of up to thirty thousand dollars (\$30,000), at \$500 per student, have been made by TPS for the Program. The PORT will pay the invoice within thirty days of receiving TPS's invoice and any reasonably requested supporting evidence.

3. Contract Administration

- 3.1 The Parties do not by this Agreement create any separate legal or administrative entity. The 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: TPS and the PORT shall each appoint a member to a disputes board, these two members shall 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 disputes board member; however, 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 not 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) TPS, 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

TPS Project Manager shall be:

Adam Kulaas
Director, Innovative Learning & CTE
Tacoma Public Schools
601 S. 8th
Tacoma, WA 98401

8. Amendment

8.1 This Agreement may be amended only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing, approved as required by each Parties' authorizing entity/person(s), and signed by persons authorized to bind each of the Parties.

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 its applications of those provisions not so declared shall remain in full force and effect.

10. Drafting

10.1 The Parties participated equally in any negotiations and the process leading to execution of this Agreement. 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 TPS 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 costs thereof. 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 18th day of June, 2024, 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. Working Days

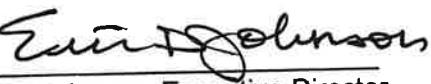
15.1 Working days for this Agreement are defined as Monday through Friday, excluding Washington State furlough days or state holidays pursuant to RCW 1.16.050.

16. Entire Agreement

16.1 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: June 18, 2024

Tacoma School District No. 10

By 
Joshua Garcia (Jun 24, 2024 12:53 PDT)

Date: 06/24/2024

Approved as to Form

By 
Heather Burgess, Legal Counsel

Date: June 18, 2024