

INTERLOCAL AGREEMENT AMENDMENT #1

TSD-24-219

PORT OF TACOMA

SOUTH PUGET SOUND MARITIME SKILLS
CENTER AND PORT MARITIME CENTER -
PLANNING AND DEVELOPMENT –
INTERLOCAL AGREEMENT NO. 3

DATE SIGNED – 01/22/2026

between

TACOMA SCHOOL DISTRICT NO. 10

601 South 8th Street
P.O. Box 1357
Tacoma, WA 98401-1357
Contact: Morris Aldridge
Email: maldrid@tacoma.k12.wa.us
Ph: 253.571.3350

and

PORT OF TACOMA

1 Sitcum Way
P.O. Box 1837
Tacoma, WA 98401-1837
Contact: Alisa Praskovich
Email: apraskovich@portoftacoma.com
Ph: 253.888.4773

This First Amendment to Interlocal Agreement TSD-24-219 (ILA) for the planning and development of the Puget Sound Maritime Skills Center and Port Maritime Center is entered into by and between Tacoma School District No. 10 (“District”), a political subdivision of the State of Washington, and Port of Tacoma (“Port”), a public port district organized under the laws of the State of Washington, referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS, the Port and the District entered into ILA TSD-24-219 effective as of November 14, 2024, to continue to engage in cooperative planning and development of the District’s Maritime Skills Center and new Port Maritime Center (collectively, the “Project”) on Port-owned property through completion of site development and construction; and

WHEREAS, the District has obtained \$5,000,000.00 (Five Million Dollars) in grant funding for the Project funded by appropriation in accordance with Chapter 414, Laws of 2025, Section 5014 from the State’s capital budget (the “Grant Award”), which is being administered through the Office of Superintendent of Public Instruction (OSPI); and

WHEREAS, the Grant Award includes \$1,000,000.00 (One Million Dollars) from the Model Toxics Control Account (MTCA) which is to be used for environmental cleanup and remediation efforts associated with development of the Maritime Skills Center; and

WHEREAS, the environmental cleanup and remediation efforts subject to the MTCA award have been or are being performed by the Port in conjunction with Maritime Skills Center construction; and

WHEREAS, the District desires to reimburse the Port for eligible MTCA cleanup and remediation costs up to the \$1,000,000.00 incurred for work performed on the Maritime Skills Center site; and

WHEREAS paragraph 16 of the ILA allows for amendment of the Agreement by mutual consent of the Parties, and the Parties desire to enter into this First Amendment to allow the District to reimburse the Port for eligible MTCA cleanup and remediation costs from the Grant Award and to set up a mechanism for such reimbursement.

NOW, THEREFORE, the Parties agree to amend ILA TSD-24-219 as follows:

1. **Incorporation of Recitals.** The Parties acknowledge and agree that the above stated recitals are incorporated herein by this reference.
2. A new paragraph 9A shall be added as follows.

9A. **Grant Award and Reimbursement.**

- a. **Eligible Work; Reimbursement.** The District will reimburse the Port for the cost of activities covered by the MTCA portion of the Grant Award related to soil remediation and other related site work activities associated with contaminated soil encountered during construction of the Maritime Skills Center, including soil excavation, transport, capping, and/or disposal, and dewatering activities (the "Work") performed at the Project site after July 1, 2025 and completed no later than April 30, 2027, up to a maximum of \$1,000,000 (One Million Dollars). Given the construction schedule and current Project status, the District expects invoicing for eligible work to be submitted periodically, as remediation areas are completed, with the final invoice submitted no later than May 31, 2027.

- b. **Invoicing and Reimbursement Procedures.**

(1) The Port shall pay for the Work performed in relation to soil remediation on the Project site. The Port shall submit to the District paid invoices to substantiate the Work and associated costs reimbursable under this First Amendment.

(2) The District shall review each invoice within thirty (30) days of receipt and either (i) approve it for payment or (ii) provide written notice identifying any disputed amounts and the basis for dispute. Undisputed amounts shall be paid within thirty (30) days of invoice receipt. Disputed amounts shall be discussed and resolved by the Parties within forty-five (45) days.

(3) Payment shall be made to the Port by electronic transfer and reference the Interlocal Agreement, applicable project phase, and the Grant Award.

3. Savings Clause. Except to the extent expressly modified by the provisions of this First Amendment, the provisions of the ILA shall remain unchanged and in full force and effect.
4. Counterparts. This First Amendment may be executed in two or more identical counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

CONDITIONS OF COMMENCEMENT OF PERFORMANCE

The Parties to this First Amendment shall not commence performance or be entitled to compensation or reimbursement for any services rendered or materials provided, prior to the occurrence of each of the following conditions: (1) this First Amendment must be executed by an authorized representative of both Parties, and (2) this First Amendment must be approved by the Port of Tacoma Commission and the District's Board of Directors.

[Signature Page Follows]

We the undersigned agree to the terms of the foregoing First Amendment.

PORT OF TACOMA

TACOMA SCHOOL DISTRICT NO. 10

By:



Name: Eric D. Johnson

Its: Executive Director

Date: Jan 21, 2026

By:



Joshua Garcia (Feb 10, 2026 13:18:05 PST)

Name: Joshua J. Garcia

Its: Superintendent

Date: 02/10/2026

Who certify that they are the party identified herein, *OR* a person duly qualified and authorized to sign for the party.

Approved as to form:



By: Heather L. Burgess

Dickson Frohlich Phillips Burgess PLLC

General Counsel, Port of Tacoma