

**INTERLOCAL AGREEMENT
BETWEEN
PORT OF TACOMA
AND
PUGET SOUND CLEAN AIR AGENCY**

THIS INTERLOCAL AGREEMENT (the “Agreement”) shall be made effective as of August 1, 2026 (the “Effective Date”) by and between the PORT OF TACOMA (the “Port”), a public port district organized under the laws of the State of Washington, and the PUGET SOUND CLEAN AIR AGENCY, a municipal corporation organized under the laws of the State of Washington (the “Agency”), each referred to individually as a “Party” and collectively as the “Parties,” in consideration of the mutual covenants contained herein.

RECITALS

WHEREAS the Board of Directors of the Agency deems it desirable to enter into an Agreement with the Port for the purpose of installing and operating an air pollution monitoring station; and

WHEREAS the Agency maintains a monitoring network for fine particle pollution (PM_{2.5}), a harmful and common air pollutant that impacts human heart and lung health; and

WHEREAS a PM_{2.5} monitoring location in the Tacoma Tidelands is desirable in order to collect, display, and evaluate, long-term PM_{2.5} data trends; and

WHEREAS the Parties are authorized, pursuant to the Interlocal Cooperation Act (Chapter 39.34 RCW), to enter into this Interlocal Agreement.

AGREEMENT

NOW, THEREFORE, pursuant to the above recitals that are incorporated herein as if fully set forth below, and in consideration of the mutual benefits and covenants described herein, the Parties agree as follows:

1. Specific Provisions

A. Use. The Port hereby agrees to permit the use by Agency of a portion of the Port’s property located at 1502 Port of Tacoma Rd., Tacoma, WA 98421 for the installation and operation of air quality monitoring station pursuant to the terms and conditions set forth in this Agreement; specifically a 60 feet by 50 feet rectangular area, along with an access corridor measuring 8 feet by 75 feet as set forth in the diagram and legal description contained in Exhibits A and B to this Agreement (collectively, the “Property”).

B. Duties of the Agency. The Agency shall perform the following, at its sole cost and expense, subject to the Port’s written approval and pursuant to the Port’s Tenant Improvements Procedure set forth on the Port’s web site (<https://www.portoftacoma.com/business/real-estate/tenants>), as updated from time to time:

i. The Agency shall install and operate one (1) air quality monitoring station on the Property. All equipment related to the station and all data obtained from the station shall be owned by the Agency.

ii. The Agency shall install gravel to level the surface for an air monitoring shelter, install a Plasti-fab shelter (7 feet by 6 feet shed like-building), and install a 50 feet by 60 feet security fence, subject to the Port's written approval.

iii. The Agency shall modify the existing perimeter fence to allow for access to the Property as shown in Exhibit A. Upon completion of the modification, the Agency shall secure the access gate with a commercial-grade padlock.

iv. The Agency shall hire a qualified electrical contractor and obtain all electrical permits necessary and required for the Use, and install electric power from the existing power pole to the monitoring station.

C. Duties of the Port. The Port shall allow the Agency to modify the existing perimeter fence for access.

D. Compensation. The Agency shall pay rent in the amount of USD FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) per month for the Property ("Rent"). The Agency shall render payment to the Port once a year on or before August 1st of each year during the Term. Payments not received when due shall incur interest at 1.5% per month from the date due until paid.

E. Term. This Agreement shall take effect on the Effective Date. This Agreement shall terminate five (5) years after the Effective Date, or upon thirty (30) days' written notice with or without cause by either Party.

2. General Provisions

A. Effective Date. This Agreement shall be effective as of the date of the last signature below.

B. Assignment. The Agency shall not have the right to assign or otherwise transfer its rights and interests under this Agreement without the prior written consent of the Port.

C. Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto.

D. Severability. If any provisions of this Agreement are determined to be unenforceable or invalid pursuant to a final decree or judgment by a court of law with jurisdiction, then the remainder of this Agreement not decreed or adjudged unenforceable or invalid shall remain unaffected and in full force and effect to the extent that the primary purpose of this Agreement can be preserved.

E. Legal Relations

i. Independent Governments. The Parties hereto are independent governmental entities, and nothing herein shall be construed to limit the independent government powers, authority, or discretion of the governing bodies of each Party. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of any one Party shall be deemed, or represent themselves to be, employees of another Party.

ii. Legal obligations. This Agreement does not relieve either Party of any obligation or responsibility imposed upon it by law.

iii. Timely Performance. The requirements of this Agreement shall be carried out in a timely manner according to a schedule negotiated by and satisfactory to the Parties.

F. Dispute Resolution

i. Notice. The Parties shall engage in best efforts to resolve any dispute arising out of this Agreement without resorting to legal action. In the event a dispute arises between the Parties regarding performance of this Agreement or an alleged violation of the Agreement's terms or conditions, the aggrieved Party shall give the other Party written notice of such dispute. The other Party shall be provided at least fifteen (15) business days to respond and/or cure the alleged defective performance or violation. The notice anticipated by this Paragraph shall be a condition precedent to any further action related to enforcement of this Agreement.

ii. Governing Law and Venue. 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. Any legal proceeding regarding this Agreement shall be instituted and maintained only by the Superior Court for Pierce County, Washington.

iii. Costs and Attorney Fees. In any suit or action instituted to enforce any right granted or obligation imposed in this Agreement, each party is responsible for its own legal costs.

G. Notice. All notices given pursuant to this Agreement shall be deemed delivered to the respective Party on the date that it is personally delivered to the mailing address(es) set forth below, or on the date that it is successfully sent by email transmission to the email addresses set forth below:

Port of Tacoma Real Estate	Agency Project Manager
Einar Roden	Matt Harper
Port of Tacoma PO Box 1837 Tacoma, WA 98401	1904 Third Avenue, Suite 105 Seattle, WA 98101
Phone: (253) 428-8600	Phone: (206) 689-4009
E-mail address: realestatetacoma@portoftacoma.com	E-mail address: matth@pscleanair.gov

H. Indemnification and Hold Harmless

i. The Agency releases the Port from, and shall defend, indemnify, and hold the Port and its agents, employees, and commissioners harmless from and against, all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, made by or on behalf of the Agency and/or its agents, employees, commissioners, contractors and/or subcontractors, arising out of or in any way related to this Agreement, unless and except to the extent the same be caused in whole or in part by the negligence or willful conduct of the Port or its agents, employees, and/or officers.

ii. The Port releases the Agency from, and shall defend, indemnify, and hold the Agency and its agents, employees, and officers harmless from and against, all claims, and demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, made by or on behalf of the Port and/or its agents, employees, commissioners, contractors and/or subcontractors, arising out of or in any way related to this Agreement, unless and except to the extent the same be caused in whole or in part by the negligence or willful conduct of the Agency or its agents, employees, and/or commissioners.

iii. Each Party specifically assumes liability for actions brought by its own employees against the other Party and for that purpose each Party specifically waives, as respects to the other Party only, any immunity under the Worker's Compensation Act, Title 51 RCW.

iv. The Parties recognize that this indemnification and hold harmless provision was the subject of mutual negotiation.

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

vi. The provisions of this Paragraph shall survive any termination or expiration of this Agreement.

I. Records and Audit. During the term of this Agreement, and for a period not less than six (6) years from the date of termination, records and accounts that set out terms and conditions to which the Parties agree shall be kept by each Party and shall be available for inspection and audit by representatives of either Party and any other entity with legal entitlement to review said records. If any litigation, claim, or audit is commenced, such records and accounts along with supporting documentation shall be retained until all litigation, claims, or audit finding

has been resolved, even if such litigation, claim, or audit continues past the six-year (6) retention period. This provision is in addition to and is not intended to supplant, alter, or amend records retention requirements established by applicable state and federal laws.

J. Waivers. No waiver of any breach of any of the terms of this Agreement shall be effective unless such waiver is made expressly in writing and executed and delivered by the Party against whom such waiver is claimed. No waiver of any breach shall be deemed to be a further or continuing waiver of such breach or a waiver of any other or subsequent breach. Except as otherwise expressly provided herein, no failure on the part of any Party to exercise, and no delay in exercising, any right, power, or remedy hereunder, or otherwise available in respect hereof at law or in equity, shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power, or remedy by such Party preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

K. Entire Agreement. 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. 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, there shall be no presumption of draftsmanship as to such provision.

L. Mutual Negotiation. The Parties agree that the terms and provisions of this Agreement have been negotiated, that the Agreement shall be deemed to be mutually negotiated and mutually drafted by both Parties, and that the language in the Agreement and Exhibits shall, in all respects, be construed according to its fair meaning and not strictly for or against either Party.

M. Amendment. No provision of this Agreement may be amended or supplemented except by agreement, in writing, signed by both Parties.

N. Counterparts. This Agreement 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.

WITNESS WHEREOF, the undersigned has caused this Lease to be duly executed by an authorized representative.

PUGET SOUND CLEAN AIR AGENCY

By: Christine Cooley
Christine Cooley
Its: Executive Director

Date: 6/16/2026

Approved as to form:

By: Jennifer A. Dold
Jennifer A. Dold
Its: General Counsel

Date: 6/16/26

PORT OF TACOMA

By: Eric Johnson
Eric Johnson
Its: Executive Director

Date: Aug. 18 2026

Approved as to form:

By: Heather Burgess
Heather Burgess
Dickson Frohlich Phillips Burgess pllc
Its: General Counsel

Date: 8/18/2026

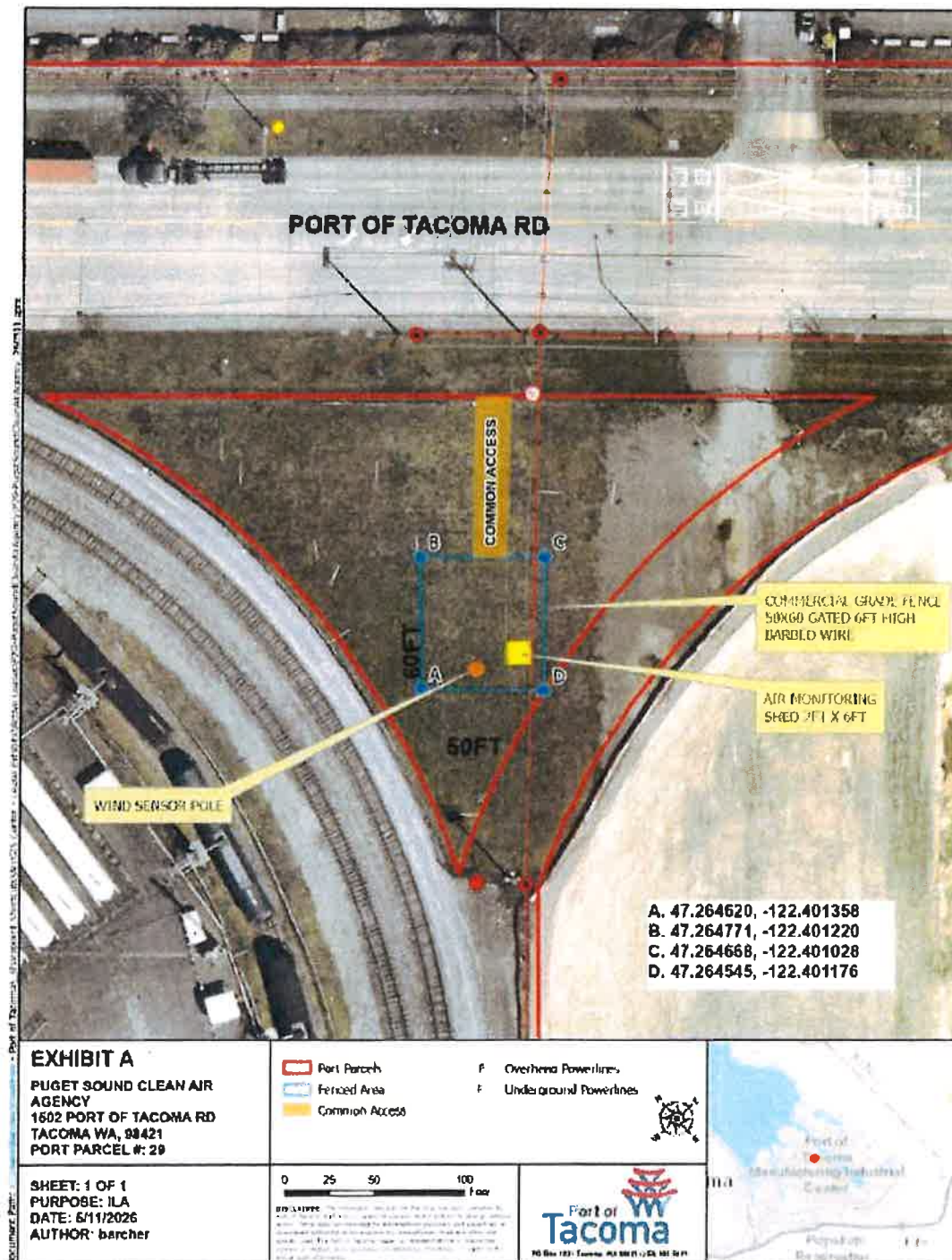
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Exhibit A
Property Location Map
1502 Port of Tacoma Rd., Tacoma, WA 98421



**Exhibit B
Legal Description**

1502 Port of Tacoma Rd., Tacoma, WA 98421

Portion of Section 34 Township 21 Range 03 Quarter 41 PORT OF TAC INDUSTRIAL DEV
DIST 1: PORT OF TAC INDUSTRIAL DEV DIST 1 B 10