**INTERLOCAL AGREEMENT**
**BY AND BETWEEN THE PORT OF TACOMA AND TACOMA PUBLIC SCHOOLS**
**REGARDING WORKFORCE DEVELOPMENT**

This Interlocal Agreement ("Agreement") is entered into by and between the Port of Tacoma ("Port"), a public port district organized under the laws of the State of Washington, and the Tacoma Public School District ("TPS"), a public school district organized under the laws of the State of Washington, each referred to individually as a "Party" and collectively as the "Parties."

## RECITALS

A. TPS's Jobs 253 Program connects students with year-round internships, paid work-based learning opportunities, occupational education, industry training, and credentialed opportunities. TPS's Maritime 253 Skills Center extends that work through a regional skills center focused on industries closely aligned with the Port's workforce ecosystem, including maritime, transportation and logistics, manufacturing, skilled trades, industrial technology, and sustainability.

B. TPS has developed the Jobs 253 Program as the pathway to the Maritime 253 Skills Center, allowing students career exploration, industry-aligned learning, real work experience, training, and credentials, leading to the Maritime 253 Skills Center's two-year program, apprenticeship, post-secondary education, or employment opportunities.

C. RCW 53.08.245 authorizes port districts in Washington state to engage in economic development programs including contracting 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 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 TPS's Recognized Credential Program.

G. In the Port of Tacoma's Strategic Plan 2026-2030, Workforce Development was added as a foundational strategic goal of importance, with four measurable goals, including partnering with government, local and regional organizations to facilitate career development through financial investments, and promoting awareness of career pathways in the maritime trades.

## AGREEMENT

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:

## 1. General

In return for Port funding, TPS shall deliver measurable, reportable outcomes in occupational job training and occupational education programs associated with maritime, logistics, manufacturing, and/or the construction trades and in full compliance with RCW 53.08.245(2)(c).

**Training Experience.** A Training Experience is a structured, supervised career-connected learning opportunity that provides students with skill development, exposure to workplace expectations and career pathways, and opportunities to build employability, technical, occupational, and/or industry-specific competencies. Each Training Experience will include a minimum of forty (40) hours of participation, training, and/or workplace exposure and may include internships, work-based learning placements, technical training, industry credential preparation, or other approved career-readiness activities.

1.1 TPS shall provide one hundred twenty (120) completed Training Experiences to students each year, for a total of three hundred sixty (360) completed Training Experiences over three (3) years. This will include school-based Training Experiences for approximately eighty (80) students per year, and summer Training Experiences for approximately forty (40) students per year.

1.2 TPS will provide annual an annual quantitative report for the Port detailing the work provided under the scope of this Agreement, including the following information (the "Report"):

- Students served and completion rate,
- Internship and work-based learning completions,
- Summer occupational education and training completions,
- Total work and training hours,
- Credentials, certifications, licenses, and recognized skills earned,
- Participating employers and Port-aligned industry sectors,
- Regional participation and geographic reach,
- Port investment in stipends, training, credentialing, equipment, transportation, and direct student supports,
- Known next step outcomes, including continued education, work-based learning, apprenticeship, postsecondary training, or employment.

1.3 This Agreement is effective upon the signature of both Parties and will terminate upon the sooner of Jobs 253 Program completion, or December 31, 2029, unless extended by mutual agreement of the Parties under Section 8 below.

## 2. Payment

2.1 For the Term of this Agreement, the Port shall contribute up to Eighty Thousand and 00/100 Dollars ($80,000) annually for the costs associated with the Program as defined in Section 1. These funds shall be considered obligated upon execution of this Agreement, subject to the conditions herein.

2.2 TPS shall invoice the Port on or before December 31st of each calendar year and provide an annual quantitative Report as defined in Section 1.2.

## 3. Contract Administration

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 Agreement. The Parties shall cooperatively work together to further the intent and purpose of this Agreement.

## 4. Dispute Resolution

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 and these two members shall select a third board member not affiliated with either Party (the "Dispute Board"). The Dispute 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 the cost of the third member of the Dispute Board; 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, directors and/or commissioners, 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

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 and all dispute resolution (including meetings of the Dispute Board), legal action or proceeding arising out of this Agreement shall be in Pierce County. 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

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

**TPS**
Adam Kulaas
Director, Innovative Learning & CTE
601 South 8th Street
Tacoma, WA 98401

8. **Amendment**

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**

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**

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**

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**

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/county/local government.

13. **Port Signature Authority**

The Port Executive Director was authorized to execute this Agreement by majority vote of the Port of Tacoma Commission on the 20th day of October 2026, at a regularly scheduled, public meeting.

**14. Posting**

The Port shall post a copy of this Agreement on its web site at www.portoftacoma.com.

**15. Working Days**

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**

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.

[signature page follows]

WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed by an authorized representative on the dates set forth below.

PORT OF TACOMA

By: Eric D Johnson

Eric D. Johnson
Executive Director

Date: Oct. 20, 2026

TACOMA PUBLIC SCHOOLS

By: Joshua Garcia (Nov 9, 2026 12:27:30 PST)

Joshua Garcia
Superintendent

Date: 11/09/2026

Approved as to form:

By: Heather L. Burgess
General Counsel

Date: 10/20/2026