

**INTERLOCAL AGREEMENT FOR INTERGROUP COMMON ISSUES  
AMONG AND BETWEEN THE NORTHWEST SEAPORT ALLIANCE  
AND THE PORT OF TACOMA AND THE PORT OF SEATTLE**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into among and between the Northwest Seaport Alliance, a Washington Public Development Authority ("NWSA"), the Port of Tacoma, a Washington Municipal Corporation, and the Port of Seattle, a Washington Municipal Corporation (referred to herein individually as "Party", and collectively as "Parties" or "Intergroup").

WHEREAS, the Port of Tacoma and the Port of Seattle have entered into an agreement to establish The Northwest Seaport Alliance pursuant to the following federal and state authorities: (1) the FMC Discussion Agreement, (2) an interlocal agreement with delegated powers exercised pursuant to the port joint powers statute (RCW 53.08.240) which expressly permits joint operation and investment outside of a port's district, (3) RCW 39.34.030, the state Interlocal Cooperation Act, and (4) pursuant to ESHB 1170, WA Session Laws of 2015-6, (Title 53.XX RCW), which authorizes the Ports to create a port development authority to use, operate and manage certain marine facilities jointly, to be known as the NWSA;

WHEREAS, from time to time, the Parties have occasion to collaborate and work jointly on issues on which they are fully aligned and are able to share costs, and wish to do so under the Interlocal Cooperation Act, RCW 39.34 for the limited scope, duration and cost of activities addressed herein;

WHEREAS, examples of scenarios for which the Parties could utilize this Agreement include where collaboration on procurement would create efficiencies, the Parties are engaged in a joint study, or the Parties seek to participate in a community or industry group such as Maritime Blue or Quiet Sound;

WHEREAS, the purpose of this Agreement is to allow for relatively low-cost, inter-group agreements ("IGAs") between either or both Homeports and the NWSA when the entities are aligned and acting jointly without further Managing Member or Homeport commission vote; and

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

NOW THEREFORE, the Parties agree as follows:

**1) Authorized Scope:**

NWSA and Homeport staff may negotiate and enter into IGAs for joint efforts using the authorization provided for in this Agreement without the need for further Commission or Managing Member action provided all of the following are met: a) the total cost of the IGA is less than the lowest delegated amount to the leader of any of the three entities; b) the entities seek to embark on a joint effort where interests are aligned; c) the CEO or Executive Director(s) of all three entities are provided a draft of the IGA by the leading agency staff member five days prior to finalizing the agreement; d) the approved IGA references this Agreement and is filed with the

NWSA Clerk; and e) the IGA is posted on the participating Parties' websites. This Agreement does not authorize real estate transactions between the Parties.

- 2) Allocation of Expenses. The method of allocating expense and the process for payment of costs associated with IGAs will be determined by staff and captured in the IGA.
- 3) Duration of this Agreement. This Agreement is effective January 1, 2026 through December 31, 2026.
- 4) Communications. Each IGA shall identify the contact people for the Parties that will coordinate the work for each IGA. It is expected that the identified contact people will communicate frequently to coordinate the work, to confirm that interests remain aligned, and otherwise manage the IGA.
- 5) Employment, Policies and Procedures. During the term of this Agreement, individuals providing services hereunder or in connection with IGA(s) executed pursuant to this Agreement will remain full-time employees of their respective employer, who shall continue to be responsible for salary, benefits and retirement contributions. Nothing contained herein shall be construed as creating an employer/employee relationship between the individuals providing support services and the entity receiving the services. Staff will follow the policies and procedures of their respective employer in conducting any work hereunder.
- 6) Billing Rate and Procedures. Shared costs and charges will be determined during the budget cycle for the coming fiscal year. Based on the specific IGA, costs will be allocated in one of the following ways: (1) monthly based on a fixed charge or formula, (2) charged to projects based on developed charge out rates or (3) performed as a fee for service based on predetermined charged out rates.
- 7) Independent Municipal 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 Party shall be deemed, or represent themselves to be, employees of any of the other Party.
- 8) Legal obligations. This Agreement does not relieve either Party of any obligation or responsibility imposed upon it by law.
- 9) 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.
- 10) Recording. Copies of this Agreement shall be posted to the web sites of the Parties.
- 11) Audit of Records. During the term of this Agreement, and for a period not less than six (6) years from the date of termination, records and accounts pertaining to the work of this Agreement and accounting therefore 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, the records and accounts along with supporting documentation shall be retained until all litigation, claims, or audit finding has been resolved, even though 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.

12) Dispute Resolution

A. Process. The Parties' designated representatives under Paragraph 13 herein shall use their best efforts to resolve disputes between the Parties. If the designated representatives are unable to resolve a dispute, then each Party's responsible IGA Leads shall review the matter and use their best efforts to resolve it. If the IGA Leads are unable to resolve the dispute, the matter shall be reviewed by the department director or chief executive officer of each Party or his or her designee. The Parties agree to exhaust each of these procedural steps before seeking to further resolve the dispute in any other forum. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, which is not settled by agreement between the Parties, shall be settled by mediation in the State of Washington, in Pierce or King Counties. In the event either Party reasonably believes mediation will not result in a solution to the disagreement, mediation may be waived.

B. Controlling Law & Venue. This Agreement shall be construed and enforced according to the laws of the State of Washington.

13) Notices

A. Contact Persons. Any notice, demand, request, consent, approval or communication that either Party desires or is required to give to the other Party shall be in writing addressed to the other Party at the addresses as follows unless otherwise indicated by the Parties to this Agreement:

NWSA:	David Morrison, Chief Financial Officer PO Box 2985 Tacoma, WA 98401-2985 <a href="mailto:egaleno@portoftacoma.com">egaleno@portoftacoma.com</a>
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Port of Seattle:	Chris Wimsatt, Chief Financial Officer PO Box 1209 Seattle, WA 98111 <a href="mailto:winsatt.c@portseattle.org">winsatt.c@portseattle.org</a>
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Port of Tacoma:	Erin Galeno, Chief Financial and Administrative Officer PO Box 1837 Tacoma, WA 98401 <a href="mailto:egaleno@portoftacoma.com">egaleno@portoftacoma.com</a>
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B. Receipt. Notice shall be deemed "received" on the date of actual delivery or the first attempted delivery as shown on the return receipt if mailed with the United States Postal Service by certified mail, return receipt requested, otherwise receipt if presumed three days after deposit of mail into US Mail, or by receipt of email.

14) Indemnification and Hold Harmless

A. The Parties release each other from, and shall defend, indemnify, and hold each other and agents, employees, and/or officers 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 other Party and/or its agents, employees, officers, 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 of a Party or its agents, employees, and/or officers.

B. This Agreement includes a waiver of subrogation against all losses sustained by either Party and/or its agents, employees, officers, subcontractors, and/or insurers, arising out of or related to this Agreement except to the extent the Parties' losses are caused in whole or in part by the negligence of the other Party or its agents, employees, and/or officers.

C. 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 the other Party only, any immunity under the Worker's Compensation Act, RCW Title 51.

D. Both Parties recognize that this waiver was the subject of mutual negotiation. In the event any Party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this Agreement against the other Party, all such fees, costs and expenses shall be recoverable by the prevailing Party.

E. No liability shall attach to any of the Parties by reason of entering into this Agreement except as expressly provided herein.

F. Each Party agrees that it will include in any contract which is related to the work of this Agreement a provision requiring the contractor to defend, indemnify and hold harmless all the Parties to this Agreement against any claims arising out of or related to the work of the contractor.

G. The provisions of this Article shall survive any termination or expiration of this Agreement.

15) Severability

If any term or provision of this Agreement, or its application to any person or circumstance is ruled invalid or unenforceable, the remainder of this Agreement will not be affected and will continue in full force and effect.

16) Limits of Financial Obligations/Property ownership.

Except as provided above, each Party shall finance its own conduct of responsibilities under this Agreement. No ownership of property will transfer as a result of this Agreement.

17) Entire Agreement/Amendment

This Agreement, together with any documents attached or incorporated by reference shall constitute the entire agreement between the Parties with respect to the IGAs hereunder and shall supersede all

prior agreements, proposals, understandings, representations, correspondence or communications relating to the subject matter hereof. No modification or amendment of this Agreement shall be valid and effective unless approved by both parties in writing.

WHEREFORE, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Northwest Seaport Alliance

Port of Seattle

\_\_\_\_\_  
John Wolfe  
Chief Executive Officer

Date:\_\_\_\_\_

\_\_\_\_\_  
Stephen Metruck  
Executive Director

Date:\_\_\_\_\_

Port of Tacoma

\_\_\_\_\_  
Eric Johnson  
Executive Director

Date:\_\_\_\_\_