

THE NORTHWEST SEAPORT ALLIANCE
MEMORANDUM

MANAGING MEMBERS
ACTION ITEM

Item No.: 9A

Meeting Date: July 7, 2026

DATE: June 24, 2026

TO: Managing Members

FROM: John Wolfe, CEO

Sponsor: Tong Zhu, Chief Commercial & Strategy Officer

SUBJECT: Resolution 2026-06 The Northwest Seaport Alliance (NWSA) Workforce Development Plan and Interlocal Agreement (ILA) between NWSA and Tacoma Public Schools District No. 10 for Maritime 253

A. ACTION REQUESTED

First reading of proposed Resolution 2026-06 establishing NWSA Workforce Development Plan and draft ILA with Tacoma Public Schools District No.10 for Maritime 253.

B. SYNOPSIS

The proposed resolution would establish NWSA's workforce development policy and plan, declaring such efforts to be of substantial public benefit consistent with the Managing Members' economic development goals and ongoing worker training initiatives essential to the competitiveness and growth of the NWSA gateway. This resolution and the proposed workforce development plan are consistent with the requirements of RCW 53.08.245. Any port district seeking to engage in workforce development must adopt a resolution to implement the workforce development plan. Adopting Resolution 2026-06 would allow NWSA to have a workforce development plan and then subsequently be able to implement the plan including the proposed ILA with Tacoma Public Schools District No. 10 ("District") to provide financial support to the District's Maritime Jobs Program ("Maritime 253").

C. BACKGROUND

RCW 53.08.245 allows port districts (and therefore, also port development authorities like the NWSA) in the state of Washington to engage in workforce development programs where the governing body has declared, by resolution, that

workforce development provides a substantial public benefit with the port district's economic development goals and is also consistent with ongoing training initiatives in the port district.

The Port of Seattle and the Port of Tacoma (collectively, "Homeports") each have workforce development policies and plans. In 2020, the Port of Seattle adopted a Workforce Development Policy Directive (Port of Seattle Resolution No. 3776) to support increasing skilled employees in port-related industries, promote equitable access to family-wage careers, and strengthen accountability measures for workforce outcomes. In 2022, the Port of Tacoma adopted a Workforce Development Strategic Plan (Port of Tacoma Resolution 2022-03-PT) focused on maritime logistics, manufacturing, skilled trades career pathways, youth engagement, apprenticeships, and industry partnerships.

A separate NWSA workforce development plan that supports and supplements the Homeports' existing workforce plans is essential to the competitiveness and cargo growth of the NWSA gateway and would provide a substantial public benefit by supporting the development of an adequate pool of candidates and well-trained maritime workforce capable of supporting current and future maritime cargo industry needs. NWSA staff have consulted and coordinated with staff at the Homeports to propose a NWSA workforce development plan focused on maritime cargo growth without duplicating or displacing the Homeports' workforce development programs, initiatives, or efforts.

NWSA workforce development efforts would be focused on programs that meet the following three criteria: 1. Advance educational partnerships in the state and region with public schools and/or Tribes to expand maritime cargo career pathways for local students; 2. Leverage NWSA maritime cargo expertise and existing industry relationships for increased awareness and access to education in maritime cargo-related industries to support sustained cargo growth and operational excellence, which is dependent on a future maritime workforce; and 3. Support and supplement existing Port of Seattle and Port of Tacoma workforce development initiatives.

The proposed NWSA Five-Year Workforce Development Plan implements proposed Resolution 2026-06 and would authorize the NWSA CEO or designee to collaborate with qualifying public schools and Tribes consistent with the resolution, the policy provided in the resolution, and applicable law.

The draft ILA with the District provides that NWSA will provide \$50,000 in annual funding to Maritime 253 staff and students to enhance learning and training opportunities in the marine cargo industry and related industries for five-years. This funding will support student costs at Maritime 253 such as fieldwork, equipment, uniform, safety gear, and extracurricular activities' costs. Maritime 253 and NWSA

anticipate shared benefits including supporting sustained marine cargo growth and expanding maritime career pathways and opportunities to create enhanced, real-world learning experiences between NWSA staff and Maritime 253 staff and students.

D. FINANCIAL IMPLICATIONS

Source of Funds

This expense will be funded by NWSA operating income.

Financial Impact

The ILA with the Tacoma Public School District No. 10 will result in \$50,000 in expenses per year starting in 2026 and ending in 2030. The amount for 2026 is unbudgeted. The 2027-2030 budget will include this expense.

E. ATTACHMENTS TO THIS REQUEST

- Draft NWSA Workforce Development Plan Resolution 2026-06
- Draft NWSA Five-Year Workforce Development Plan 2026-2031
- Draft ILA between NWSA and Tacoma Public Schools District No. 10 for Maritime 253 (signed by Tacoma Public Schools)



RESOLUTION NO. 2026-06

A RESOLUTION OF THE NORTHWEST SEAPORT ALLIANCE

A Resolution of the Northwest Seaport Alliance establishing a Workforce Development Plan to Support Sustained Cargo Growth and a Skilled Maritime Workforce

WHEREAS, the Port of Seattle and Port of Tacoma, (collectively, “Homeports”), are public port districts, organized under provisions of the laws of the State of Washington, codified under Title 53 RCW;

WHEREAS, the Homeports formed the Northwest Seaport Alliance (“Alliance”) in 2015, pursuant to various provisions under state and federal law (46 USC Section 40301(b)(1-2)); RCW 39.34; RCW 53.08.240; and RCW 53.57, which together permit joint operation and investment outside of a port’s district and for the operation and management of marine activities of the port district or districts as the Alliance; and

WHEREAS, the Alliance serves as a primary container gateway for Washington state’s trade dependent export-based economy and manages marine cargo operations in Seattle and Tacoma including container, breakbulk, automotive, and marine logistics tied to international and domestic commerce; and

WHEREAS, the Port of Seattle adopted in 2020 a Workforce Development Policy Directive (Port of Seattle Resolution No. 3776) to support increasing skilled employees in port-related industries, promote equitable access to family-wage careers, and strengthen accountability measures for workforce outcomes; and

WHEREAS, the Port of Tacoma adopted a Workforce Development Strategic Plan in 2022 (Port of Tacoma Resolution 2022-03-PT) focused on maritime logistics, manufacturing, skilled trades career pathways, youth engagement, apprenticeships, and industry partnerships; and

WHEREAS, the Managing Members recognize that a separate Alliance workforce development plan (“Workforce Development Plan”) that supports and supplements existing workforce plans from the Homeports is essential to the competitiveness and cargo growth of the Alliance; and

WHEREAS, the Alliance’s Workforce Development Plan would provide a substantial public benefit of supporting the development of an adequate pool of candidates and a well-trained maritime workforce capable of supporting current and future maritime cargo and logistics industry needs consistent with ongoing training initiatives at the Alliance and/or Homeports; and

WHEREAS, the Managing Members further recognize that a Workforce Development Plan consistent with RCW 53.08.245 would also enhance the value of Alliance marine cargo properties and the general promotion of maritime economic development; and

WHEREAS, the Managing Members see value and the strategic importance of the local public schools and Tribal workforce development programs as regional training and career-connected learning assets intended to prepare Washington state students and workers for maritime careers in Washington state; and

WHEREAS, the Managing Members desire to establish an Alliance Workforce Development Plan as a five-year initiative supplementing the Homeports' workforce development plans through Alliance contributions of funding and expertise referrals to qualifying public schools and/or Tribes to support cargo growth, workforce readiness, and maritime cargo operational needs of the state.

RESOLVED: The Managing Members hereby direct the Chief Executive Officer or designee to complete a workforce development plan that implements the following:

Section 1. Statement of Intent and Purpose

The Alliance's Workforce Development Plan aligns workforce investments and educational partnerships with the Alliance's strategic goals for cargo growth, operational efficiency, and supply chain resilience, as authorized under RCW 53.08, as well as engagement in economic development programs as codified at RCW 53.08.245.

Section 2. Policy

Seaport-related workforce development activities provide a substantial benefit consistent with the Alliance's cargo and logistics growth goals. It is therefore the policy of the Alliance to pursue, depending on funding availability and at Alliance discretion, workforce development strategies and/or programs that meet all the following criteria:

- A. Advance educational partnerships in the state and region with public schools and public educational institutions (e.g. K-12 public schools, two-year public technical schools, and state universities) and/or Tribes to expand maritime cargo career pathways for local students;
- B. Leverage Alliance maritime cargo expertise and existing industry relationships for increased awareness and access to education in maritime cargo-related industries to support sustained cargo growth and operational excellence, which is dependent on a future maritime workforce; and
- C. Support and/or supplement existing Port of Seattle and Port of Tacoma workforce development initiatives.

Section 3. Directive to Chief Executive Officer (CEO) and Implementation

- A. The Alliance CEO or designee is hereby directed to collaborate with the Homeports and qualifying public schools and/or Tribes to support programs and initiatives consistent with this Resolution, the above policy, and applicable law.

The Alliance CEO or designee shall develop strategies and partnership opportunities consistent with this Resolution.

- B. Implementation Structure. In consultation with the Homeports, the Alliance shall collaborate with qualifying public schools or Tribes through an Interlocal Agreement (ILA) aligned with the Workforce Development Plan and consistent with RCW 39.34 or as appropriate, through a Memorandum of Agreement (MOA). In any ILA or MOA, the Alliance shall seek measurable outcomes related to workforce participation, training completion, and support of cargo and logistics growth as required by RCW 53.08.245.
- C. Annual Reporting. The Alliance CEO or designee shall prepare and provide an annual report to the Managing Members regarding current workforce development partnerships, training participation, and progress towards supporting regional cargo growth objectives, along with a financial summary of commitments and estimated impacts.
- D. Alliance Liaison. The Alliance shall designate an Alliance staff member as a liaison to coordinate resources and efforts with the Homeports. The Alliance liaison will coordinate work with relevant Port of Seattle and/or Port of Tacoma staff to develop proposed agreements with the Alliance and ensure agreements do not substantially duplicate nor displace workforce development efforts of the Port of Seattle and/or Port of Tacoma.

ADOPTED by the Managing Members of The Northwest Seaport Alliance at a regular or special meeting held on the ____ day of _____ 2026 and signed by its Co-Chairs and attested by its Co-Secretaries in authentication of its passage.

_____, Co-Chair
The Northwest Seaport Alliance

_____, Co-Chair
The Northwest Seaport Alliance

ATTEST:

_____, Co-Secretary
The Northwest Seaport Alliance

_____, Co-Secretary
The Northwest Seaport Alliance

Draft



THE NORTHWEST SEAPORT ALLIANCE WORKFORCE DEVELOPMENT PLAN

Five-Year Plan to Support
Sustained Cargo Growth and a Skilled Maritime Workforce
Consistent with Resolution No. 2026-06

I. Purpose

- A. The purpose of this plan is to establish a Workforce Development Plan that aligns with and supports the Homeports' workforce investments and educational partnerships with the Alliance's strategic goals for cargo growth, operational efficiency, and supply chain resilience consistent with all port districts' public purpose, which includes engagement in economic development programs as codified at RCW 53.08.245.

II. Policy

- A. Seaport-related workforce development activities provide a substantial benefit consistent with the Alliance's cargo and logistics growth goals. It is therefore the policy of the Alliance to pursue, depending on funding availability and at Alliance discretion, workforce development strategies and/or programs that meet all the following criteria:
 - 1. Advance educational partnerships in the state and region with public schools and public educational institutions (e.g. K-12 public schools, two-year public technical schools, and state universities) and/or Tribes to expand maritime cargo career pathways for local students;
 - 2. Leverage Alliance maritime cargo expertise and existing industry relationships for increased awareness and access to education in maritime cargo-related industries to support sustained cargo growth and operational excellence, which is dependent on a future maritime workforce; and
 - 3. Support and/or supplement existing Port of Seattle and Port of Tacoma's workforce development initiatives.

III. Implementation

- A. Managing Members authorized with Resolution 2026-06 the Alliance CEO or designee to collaborate with the Homeports and qualifying public schools and Tribes consistent with Resolution 2026-06, the above policy, and applicable law.
- B. In consultation with the Homeports, the Alliance shall collaborate with qualifying public schools or Tribes through an Interlocal Agreement (ILA) aligned with the Workforce Development Plan and consistent with RCW 39.34 or through a Memorandum of Agreement (MOA). The Alliance shall seek measurable outcomes related to workforce participation, training

completion, and support of cargo growth in all agreements and as defined by RCW 53.08.245.

- C. Agreements may or may not have Alliance financial investment. Some agreements may involve collaborative efforts or in-kind resources such as guest speakers from the marine cargo industry or site visits to Alliance terminals and/or facilities.
- D. Alliance Liaison. The Alliance shall designate an Alliance staff member as a liaison to coordinate resources and efforts with the Homeports. The Alliance liaison will coordinate work with relevant Port of Seattle and/or Port of Tacoma staff to develop proposed agreements with the Alliance and ensure agreements do not substantially duplicate or displace workforce development efforts of the Port of Seattle and/or Port of Tacoma.

IV. Evaluation and Reporting

- A. Any ILA or MOA must establish benchmarks or metrics to evaluate Alliance workforce investments on an annual basis, as required by RCW 53.08.245.
- B. Annual Reporting. The Alliance CEO or designee shall prepare and provide an annual report to the Managing Members regarding current workforce development partnerships, training participation, and progress towards supporting regional cargo growth objectives, along with a financial summary of commitments and estimated impacts.

V. Alliance Activities and Resources

- A. The Alliance plans to provide the following resources and engage in the following activities during the 2026 – 2031 period subject to availability of staffing, funding, and other resources. This plan of activities and resources may be amended by approval of the Alliance CEO, with a copy of any such changes to be provided to the Managing Members.
 - 1. Support Homeports in development of current and future labor and skilled workforce to meet the needs of the marine cargo industry.
 - 2. Provide speakers upon request in support of regional maritime cargo workforce development activities.
 - 3. Contribute financially to Maritime 253 and support further outreach and engagement with third-parties in the maritime cargo industry in support of Maritime 253.
 - 4. Engage with the Puyallup Tribe of Indians, subject to completion of a Workforce Development Agreement approved by the Alliance Managing Members.
 - 5. Provide financial support to qualifying public schools and/or tribal workforce programs subject to terms of an applicable ILA or MOA.

**INTERLOCAL AGREEMENT
BETWEEN TACOMA SCHOOL DISTRICT NO. 10 AND
THE NORTHWEST SEAPORT ALLIANCE REGARDING
MARITIME CARGO WORKFORCE DEVELOPMENT INITIATIVE**

This Interlocal Agreement (the “ILA” or “Agreement”) is made this _____ day of _____, 2026, by and between Tacoma Public School District No. 10 (“District”), a political subdivision of the State of Washington and the Northwest Seaport Alliance (the “Alliance”), a Washington port development authority, (together, “Parties”), under the authority of the Washington State Interlocal Cooperation Act, RCW 39.34, to engage in cooperative planning, development, and implementation of the District’s Maritime Jobs Program (“Maritime 253”).

RECITALS

WHEREAS, the Port of Seattle and the Port of Tacoma are the Managing Members of the Alliance formed in 2015, pursuant to various provisions under state and federal authorities: 46 USC Section 40310(b)(12); RCW 39.34; RCW 53.08.240; and RCW 53.57, which together permit joint operation and investment outside of a port’s district and for the operation of marine activities of the port district or districts as the Alliance; and

WHEREAS, 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; and

WHEREAS, the Alliance acknowledges that the Port of Tacoma and the District have entered into a series of Interlocal Agreements since November 2024 to engage in cooperative planning, development and delivery of the District’s Maritime 253 Skills Center and new Port Maritime Center on Port of Tacoma owned property; and

WHEREAS, the Parties recognize an opportunity to develop a complementary workforce development initiative focused on maritime cargo jobs and the maritime cargo industry for Maritime 253 staff and students so as to enhance and supplement the Port of Tacoma and District’s broader goals of ensuring maritime industry has access to a skilled workforce with the necessary skills to provide safe and efficient maritime services; and

WHEREAS, Maritime 253 is uniquely suited to prepare the future of maritime workforce using an integrated approach of high school and college-level curriculum serving high school students from multiple schools within the Puget Sound region and helping to shape the future maritime industry across Washington State; and

WHEREAS, Maritime 253 and the Alliance anticipate shared benefits including supporting sustained marine cargo growth and expanding maritime career pathways and opportunities to create enhanced, real-world learning experiences between the Alliance and Maritime 253 staff and students; and

WHEREAS, having an adequate pool of candidates and well-trained maritime workforce is essential to the competitiveness and growth of the Alliance; and

WHEREAS, the Parties desire to enter into this interlocal agreement ("Agreement") to establish guidelines outlining the resources the Alliance may provide to Maritime 253 staff and students to enhance student learning and prepare them for careers in marine cargo related industries.

NOW THEREFORE, in consideration of the premises contained in this Agreement, the Parties agree as follows:

AGREEMENT

1.0 GENERAL

1.1 Purpose. The purpose of this Agreement is to provide a framework for how the Alliance may provide funding and other in-kind resources to Maritime 253 staff and students to enhance learning and training opportunities in the marine cargo industry and related industries.

2.0 PARTIES' RESOURCE COORDINATION AND OBLIGATIONS

2.1 Financial Support. The Alliance shall provide fifty-thousand dollars (\$50,000) annually to the District for Maritime 253, to be applied towards student costs (i.e. fieldwork, equipment, uniforms, safety gear, and extracurricular activities). These funds are considered obligated upon execution of this agreement and subject to the conditions herein.

2.1.1 Submission of Invoices. The District shall invoice the Alliance in September of each calendar year. Each invoice should make clear reference this Agreement. The Alliance will accept invoices sent via e-mail to accountspayable@nwseaportalliance.com. If e-mail submission is not practicable or possible, the District may, in the alternative, send its annual invoice to Northwest Seaport Alliance, PO Box 2985, Tacoma, WA 984010-2985.

2.2 Other Resources (Non-Financial). The Alliance may also provide Maritime 253 other in-kind resources to support Maritime 253 staff and students subject to availability and capacity, but any financial support is limited to what is described at Section 2.1. This list of resources is intended to be illustrative, and the Parties will further develop specific plans for approval and implementation subject to available resources:

2.2.1 Guest speakers from marine cargo industry

2.2.2 Site visits to Alliance terminals and/or facilities

2.2.3 Recommendation of shipping lines or other maritime industry entities that may be interested in partnerships with the District

2.3 Marketing. The District shall acknowledge the Alliance's role by including its logo in all events, building displays, and print/online materials related to Maritime 253.

2.4 Annual Report. The District shall provide an annual progress report on Maritime 253 within thirty (30) days of the anniversary date of this Agreement, that shall include: the number of workers trained, recruited, placed in jobs, and retained; the types of jobs and range of compensation; the number and types of businesses that are served; and any other tangible benefits realized by the port, the workers, businesses, and the public.

2.5 Other Costs, Fees, and Expenses. Each Party will bear its own internal staff costs or any such costs as may be incurred by delivery of resources listed in Sections 2.

2.6. Resource Coordination. The Alliance will coordinate ahead of any commitment of resources, including those described in Section 2.2, with the Port of Tacoma staff to ensure Alliance provided resources are not duplicative with Port of Tacoma resources.

3.0 TERM AND TERMINATION

- 3.1 Term. This Agreement will be effective for five-years from July ____ 2026 and will remain in effect until June 30, 2031.
- 3.2 Termination. Either Party may terminate this Agreement upon 90 days prior written notice to the other Party; provided that following termination, the Parties are mutually responsible for fulfilling any outstanding obligations under this Agreement incurred prior to the effective date of termination.
- 3.3 Termination for failure to submit annual report. The Alliance may terminate this Agreement upon 30 days' written notice if the District fails to submit its required annual report to the Alliance by the applicable deadline described in Section 2.4.

4.0 DESIGNATED REPRESENTATIVES

The Parties have identified the following individuals as Designated Representatives who will be responsible for communication and coordination between the Parties and who will act as the point of contact for each Party.

The name and contact information of a Designated Representative may be updated by any party in writing by electronic mail to all other Parties. A change in the name and/or contact information of a Designated Representative shall not require an amendment to this Agreement.

The Northwest Seaport Alliance:

Name: Tong Zhu
Title: Chief Commercial and Strategy Officer, NWSA
Email tzhu@nwseaportalliance.com
Mailing Address: 1 Sitcum Way, Tacoma, WA 98421

Tacoma School District No. 10

Name: Joshua J. Garcia
Title: Superintendent, Tacoma Public Schools
Email: jgarcia2@Tacoma.K12.Wa.US
Mailing Address: 601 S 8th St, Tacoma, WA 98405

5.0 NOTICES

- 5.1 Notice. Unless otherwise specified herein, all notices, requests, consents, approvals, and/or other communications authorized or required to be given pursuant to this Agreement shall be in writing and shall be given or made by (i) electronic mail to the designated representatives identified in Section 4.0 and also (ii) mailed postage prepaid to the addresses provided in Section 4.0 via United States Postal Service via certified mail, return receipt requested.
- 5.2 Receipt. Notice shall be deemed "received" on the date of actual delivery or date of the first attempted delivery as shown on the receipt if mailed with United States Postal Service by certified mail, return receipt requested, otherwise receipt will be presumed

three days after deposit of mail into US Mail or by receipt of electronic mail (e-mail).

6.0 DISPUTE RESOLUTION

The Parties' Designated Representatives under Section 6.0 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 Chief Executive Officer, Executive Director, Superintendent or equivalent, shall review the matter and use their best efforts to resolve it. The Parties agree to exhaust each of these procedural steps before seeking to resolve the dispute in any other forum. The Parties agree that any dispute arising out of this Agreement, or breach thereof, which cannot be resolved nor settled between the Parties, shall be settled by mediation in Washington state in Pierce County.

7.0 INDEMNIFICATION AND HOLD HARMLESS

- 7.1 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.
- 7.2 This Agreement includes a waiver of subrogation against all losses sustained by any 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.
- 7.3 Each Party specifically assumes liability for actions brought by its own employees against another Party and for that purpose each Party specifically waives, as respects the other Parties only, any immunity under the Worker's Compensation Act, RCW Title 51.
- 7.4 The 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 Parties, all such fees, costs and expenses shall be recoverable by the prevailing Party.
- 7.5 No liability shall attach to any of the Parties by reason of entering into this Agreement except as expressly provided herein.
- 7.6 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.
- 7.7 The provisions of this Article shall survive any termination or expiration of this Agreement.

8.0 OTHER PROVISIONS

- 8.1 Third Party Beneficiaries. This Agreement does not create any rights, claims, or benefits to any person that is not a party hereto, and it does not create or establish any third-party beneficiary hereto.
- 8.2 Conflict of Interest. No employee of the Alliance or the District shall have any

personal or beneficial interest in the services or resources provided as described in this Agreement.

- 8.3 Non-Exclusivity. Nothing in this Agreement prohibits any Party from entering into separate agreements outside of this Agreement, including interlocal agreements, with any other Party or third-party.
- 8.4 Severability. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The District and the Alliance agree to use good faith efforts to replace such invalid or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the purposes of such invalid or unenforceable provision. If the District and/or the Alliance cannot reach a mutually agreeable and enforceable replacement for such invalid, illegal, or unenforceable provision, the balance of the Agreement shall be interpreted as if such provision were so excluded so as reasonably to effectuate the intent of the District and/or the Alliance.
- 8.5 Usage Generally. The captions and headings of this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.
- 8.6 Equal Participation in Drafting. The Parties agree that each of them were adequately represented by independent counsel, and that both Parties shared equally in the drafting of this Agreement. Therefore, this Agreement shall not be construed either for or against the District or the Port as drafter, but this Agreement shall be interpreted in accordance with the general tenor of the language in an effort to reach and equitable result.
- 8.7 Interpretation. Any statute or law defined or referred to herein means such statute or law as from time to time amended, modified, or supplemented, including by succession of comparable successor statutes.
- 8.8 Entire Agreement. This Agreement embodies the entire agreement of the parties and supersedes all prior agreements and understandings between the District and the Alliance with respect to the subject matter hereof.
- 8.9 Counterparts. This Agreement may be executed in any number of counterparts, including by electronic transmission, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- 8.10 Integration and Amendments. There are no oral agreements between the parties affecting the meaning, content, purpose, or effect of this Agreement. The terms and provisions of this Agreement may be modified or amended at any time by majority vote of the Parties and only by a written instrument executed by all Parties after the majority vote.
- 8.11 Further Assurances. The District and the Alliance shall execute and deliver any additional documents and instruments and perform any additional acts that the District or Alliance determine to be necessary or appropriate to effectuate and perform the provisions of this Agreement.
- 8.12 Public Records. Each Party will be responsible for its own public records and public records requests. Each Party is responsible for its own Public Records Act policies and procedures in accordance with Chapter 42.56 RCW.
- 8.13 Recordings. The recording of any discussion or meeting, including any use of Artificial Intelligence (AI) based software or AI-tools to record, is prohibited unless consent of all Parties is obtained. The Parties understand that any such recording will be a record subject to the Public Records Act.
- 8.14 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Washington, without regard to the conflicts of law principles thereof. Generally, in the event of a conflict, the following sources of authority shall

- prevail in descending order of supremacy: (i) Federal law and regulation; (ii) state law and regulation, including the Port PDA Act; and (iii) this Agreement.
- 8.15 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
- 8.16 Document Execution and Filing. The Parties agree that upon execution by all Parties, each such signed original shall constitute an Agreement binding upon all Parties. A copy of this Interlocal Agreement shall be filed with the Pierce County Auditor pursuant to RCW.39.34.040. Alternatively, a copy of the executed Agreement shall be posted on the Alliance and the District's websites or other electronically retrievable public source.

SIGNATURES ARE ON FOLLOWING PAGE

CONDITIONS OF COMMENCEMENT OF PERFORMANCE

The parties to this Agreement 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 Agreement must be executed by an authorized representative of both Parties, and (2) this Agreement must be approved by the Northwest Seaport Alliance Managing Members and the District's Board of Directors. We the undersigned agree to the terms of the foregoing Agreement.

The Northwest Seaport Alliance

By:
Title: Chief Executive Officer, NWSA
Name: John Wolfe
Date:

Tacoma Public School District No. 10

By: Lisa A Nolan
Lisa A Nolan (Jun 25, 2026 19:30:10 PDT)
Title: Deputy Superintendent, Tacoma Public Schools, on behalf of Superintendent Joshua Garcia
Name: Lisa A. Nolan
Date: 06/25/2026

Item No.: 9A
Meeting Date: July 7, 2026

First Reading for Proposed Resolution 2026-06 NWSA Workforce Development Plan and Interlocal Agreement for Maritime 253



THE NORTHWEST
SEAPORT ALLIANCE
SEATTLE + TACOMA

Tong Zhu, Chief Commercial & Strategy Officer

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ACTION REQUESTED

First reading of proposed Resolution 2026-06
establishing NWSA Workforce Development Plan and
draft ILA with Tacoma Public Schools District No.10 for
Maritime 253.



THE NORTHWEST
SEAPORT ALLIANCE
SEATTLE + TACOMA

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Background – Proposed Resolution 2026-06

- Proposed Resolution 2026-06 establishes NWSA's workforce development policy and plan, declaring such efforts to be of substantial public benefit consistent with the Managing Members' economic development goals and is essential to the competitiveness and growth of NWSA.
- The proposed resolution and plan are consistent with the requirements of RCW 53.08.245.



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Background – Key Elements of the Proposed Resolution 2026-06

NWSA policy is to pursue workforce development strategies and/or programs that meet all three following criteria:

1. Advance educational partnerships in the state and region with public schools and/or Tribes to expand maritime cargo career pathways for local students;
2. Leverage Alliance maritime cargo expertise and existing industry relationships for increased awareness and access to education in maritime cargo-related industries to support sustained cargo growth and operational excellence, which is dependent on a future maritime workforce; and
3. Support and supplement existing Port of Seattle and Port of Tacoma workforce development initiatives



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Background – Proposed NWSA Workforce Development Plan

- The proposed NWSA Five-Year Workforce Development Plan implements proposed Resolution 2026-06 and would authorize the NWSA CEO or designee to collaborate with qualifying public schools and Tribes consistent with the resolution, the policy provided in the resolution, and applicable law.
- NWSA staff have consulted and coordinated with staff at the Homeports to propose a NWSA workforce development plan focused on maritime cargo growth without duplicating or displacing the Homeports' workforce development programs, initiatives, or efforts.



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Background – Interlocal Agreement (ILA) for Maritime 253

- The draft ILA with the District provides that NWSA will provide \$50,000 annual funding to Maritime 253 staff and students to enhance learning and training opportunities in the marine cargo industry and related industries for five-years.
- The funding will support student costs at Maritime 253 such as fieldwork, equipment, uniform, safety gear, and extra curricular activities' costs.



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Financial Implications

- **Source of Funds** - This expense will be funded by NWSA operating income.
- **Financial Impacts** - The ILA with the Tacoma Public School District No. 10 will result in \$50,000 of expenses per year starting in 2026 and ending in 2030. The amount for 2026 is unbudgeted. The 2027-2030 budget will include this expense.



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ACTION REQUESTED

First reading of proposed Resolution 2026-06 establishing NWSA Workforce Development Plan and draft ILA with Tacoma Public Schools District No.10 for Maritime 253.



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