

**FIRST AMENDMENT TO
INTERLOCAL AGREEMENT BETWEEN
THE PORT OF TACOMA
AND
THE CITY OF TACOMA
REGARDING MCKINLEY OVERLOOK**

THIS FIRST AMENDMENT (the “First Amendment”) is made and entered into this 16th day of June, 2026, by and between the Port of Tacoma, a public port district organized under the laws of the State of Washington (hereafter, “Port”), and the City of Tacoma, a municipal corporation of the State of Washington (hereafter, “City”), each referred to individually as a “Party” and collectively as “the Parties,” in consideration of the mutual covenants contained herein.

RECITALS

1. The Port is charged by state statute with a mission of furthering economic development. To that end, the Port has adopted a Local Economic Development Policy by which the Port administers its monetary support of economic projects sponsored by local public agencies in Pierce County.
2. The City proposes a new redevelopment plan for the McKinley Overlook area to provide usable public space for tourists and the community (the "Project").
3. The City had requested \$30,700 and the Port had agreed to provide an investment of \$30,000 toward the Project costs, conditioned upon proof of Project expenditures, and as expressly specified herein.
4. The Port finds the requested contribution meets the Port's Local Economic Development Policy criteria as follows:
 - a. This project meets our criteria outlined in section D, "Planning activities or events promoting tourism intended to attract tourists to Pierce County from outside locations.
 - b. This project will promote tourism to Pierce County from outside locations by creating a cohesive wayfinding signage, viewfinders with Port of Tacoma views, and interpretive signage which will help tell the Port of Tacoma story, among others.

5. The Parties entered into the current interlocal agreement (the “2024 Interlocal Agreement”) on August 20, 2024.
6. The City received bids for less than the anticipated cost of the project.
7. The City submitted invoices for the project within twenty-four months of entering into the Agreement per the timeframe stipulated in Section 3 of the Agreement but later than the 90 days from the time goods and services were procured as stipulated in Section 2A of the Agreement.
8. The Parties are authorized, pursuant to the Interlocal Cooperation Act (Chapter 39.34 RCW), to enter into this First Amendment.

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

AGREEMENT

1. Timing and amount of reimbursement: Section 2A of the Agreement is amended to read as follows: Subject to the terms herein, the Port agrees to provide reimbursements of an amount not to exceed \$17,412.24 for the Project. The City shall be responsible for timely payment of all invoices submitted by third parties providing goods or services for the Project. The City shall submit to the Port, or its designee, paid project invoices within ninety (90) days of the date of this agreement. The Port or its designee shall review any such invoices and as appropriate make payment to the City within thirty (30) days of receipt of the invoice. The Port shall not be obligated to reimburse the City for invoiced goods or services where invoices are not submitted in a timely fashion. The City shall be solely responsible for compensation of the City's employees, including those employees' salaries, fringe benefits, or any other compensation, including for time spent by those employees related to the Project. The Port shall not be responsible to provide reimbursement for any compensation to the City's employees.

Section 2D is amended to reduce the Port’s contribution to the Project from \$30,000 to \$17,412.24.

2. Notices: Section 13 of the Agreement is amended to change the Port’s designee for notifications to Leslie Barstow at lbartsow@portoftacoma.com.

3. No Other Amendments. Except as amended by this First Amendment, all the terms and provisions of the 2024 Interlocal Agreement shall remain in full force and effect.
4. First Amendment to Control. In the event of any conflict between the terms and conditions set forth in the 2024 Interlocal Agreement and this First Amendment, the terms and conditions of this First Amendment shall control.
5. Incorporation. This First Amendment sets forth the entire and final agreement and understanding of the Parties with respect to the subject matter of this First Amendment.
6. Amendments. This First Amendment may not be modified or amended except by an instrument in writing executed by the Parties.
7. Severability. Should any word, phrase, clause, sentence, or paragraph 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.
8. Counterparts. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

CITY OF TACOMA

PORT OF TACOMA

By: _____
 Hyun Kim
 Its: City Manager

By: _____
 Eric Johnson
 Its: Executive Director

Date: _____

Date: _____

Attest:

Approved as to form:

By: _____
 Its: City Clerk

By: _____
 Heather Burgess, Dickson Frohlich
 Phillips Burgess, PLLC
 Port Legal Counsel

Date: _____

Date: _____