

# INTERLOCAL AGREEMENT

TSD-26-054

PORT OF TACOMA

[SOUTH PUGET SOUND MARITIME SKILLS  
CENTER AND PORT MARITIME CENTER –  
SUPPORTING MARITIME EDUCATION AND  
TRAINING AT MARITIME 253– INTERLOCAL  
AGREEMENT No. 4]

DATE SIGNED – 05/07/2026

between

**TACOMA SCHOOL DISTRICT NO. 10**

601 South 8<sup>th</sup> Street  
P.O. Box 1357  
Tacoma, WA 98401-1357  
Contact: Kristine Wolford  
Email: [kwolfor@tacoma.k12.wa.us](mailto:kwolfor@tacoma.k12.wa.us)  
Ph: 253.571.1324

and

**PORT OF TACOMA**

1 Sitcum Way  
P.O. Box 1837  
Tacoma, WA 98401-1837  
Contact: Alisa Praskovich  
Email: [apraskovich@portoftacoma.com](mailto:apraskovich@portoftacoma.com)  
Ph: 253.888.4773

**THIS AGREEMENT** is entered into by and between Tacoma School District No. 10 (“District”), a political subdivision of the State of Washington, and Port of Tacoma (“Port”), a public port district organized under the laws of the State of Washington, referred to individually as a “Party” and collectively as the “Parties”.

**WHEREAS**, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington, provides for interlocal cooperation between government agencies; and

**WHEREAS**, the Port 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 Skills Center and new Port Maritime Center on Port-owned property; and

**WHEREAS** the Skills Center (“Maritime 253” or “Skills Center”) will be a regional career and technical education center serving high school students from multiple schools within the District and South Puget Sound; and

**WHEREAS**, Maritime 253 is intended to provide career-focused pathways in the skilled and technical trades as well as transportation and logistics, technology and innovation, and sustainability industries; and

**WHEREAS**, the District will take delivery of Maritime 253 in May 2026, and full year classes commence in September 2026, while the Port will take delivery of its Maritime Center business office in December of 2026; and

**WHEREAS**, the Port of Tacoma Commission adopted a Workforce Development Strategic Plan in 2022, which has an overarching goal of ensuring that the maritime industry has access to a skilled workforce who have the necessary skills to provide safe and efficient maritime services, and

**WHEREAS**, the Port's 2026 – 2030 Strategic Plan establishes Workforce Development as a new foundational goal area, emphasizing partnerships with local and regional organizations to support career development in the maritime logistics, manufacturing, and construction trades; and

**WHEREAS**, the Port of Tacoma Commission recognizes that Maritime 253 is uniquely suited to prepare the future maritime workforce using an integrated approach of high school and college-level curriculum that will result in student attainment of industry-recognized credentials, certifications, and training; and

**WHEREAS**, The Port of Tacoma Commission recognizes that in operating on the shared Port's Maritime Center campus there are opportunities to create enhanced, real-world learning experiences between the Port and Maritime 253 staff and students; and

**WHEREAS**, the Parties desire to enter into this Agreement to establish guidelines outlining the resources the Port may provide to Maritime 253 staff and students in order to enhance student learning and prepare them for careers in maritime-related industries.

**NOW, THEREFORE**, the Parties agree as follows:

1. Incorporation of Recitals. The Parties acknowledge and agree that the above stated recitals are incorporated herein by this reference.
2. Interlocal Cooperation Act Compliance. This Agreement is entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW. Its purpose is stated in Section 3 below. Its duration and method of termination are stated in Section 4 below. Except as otherwise specifically provided herein, each Party shall bear its own costs and control its own manner of financing and of establishing and maintaining a budget for the activities contemplated herein.
3. Purpose. This Agreement provides guidelines and a governing framework for how the Port may provide resources, support activities, instruction and training to Maritime 253 staff and students to enhance learning and support certification in maritime industry-related fields.

4. Term and Termination. This Agreement shall be effective upon mutual execution by the Parties (the “Effective Date”) and shall remain in effect until terminated. Either Party may terminate this Agreement upon 90 days’ prior written notification 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.
  
5. Types of Resources, Training and Instruction. The following list provides examples of the types of resources the Port may offer to support Maritime 253 staff and students. This list is intended to be illustrative, and the Parties will further develop specific plans for approval and implementation subject to available resources:
  - A. Guest Speakers / Lecturers
  - B. Demonstrations
  - C. Site Visits
  - D. Curriculum Development and Alignment
  - E. Career fairs
  - F. A/V Production
  
6. Parties’ Obligations for Resource Coordination.
  - A. District’s Obligations.
    1. Coordination. The District shall designate a dedicated liaison for formal coordination with the Port on all resources provided under this Agreement. Coordination includes working with the Port to conduct annual reviews of all activities carried out pursuant to this Agreement to assess effectiveness and identify areas for improvement.
    2. Legal and Risk Management. The District shall ensure that any and all activities involving Maritime 253 students undertaken under this Agreement are approved by District legal and risk management departments before delivery. Confirmation of District approval shall be provided to the Port in writing prior to the activity being engaged in, including executed liability waivers or releases for student participation, if required.
    3. Maritime Skills Center Building Safety. The District shall provide orientation to any Port staff that will conduct training or instruction within the Maritime Skills Center classrooms on District building safety and security requirements.
    4. Background Checks. Port employees who participate in field trips, host student interns, or participate in classroom activities must complete the School District Background Check process.
  - B. Port’s Obligations.

1. Coordination. The Port shall designate a dedicated liaison(s) for formal coordination with the District and Maritime 253 leadership on all resources provided by the Port. This coordination will include working with the District and Maritime 253 staff on annual reviews of all activities pursuant to this Agreement to gauge effectiveness and identify areas of improvement.
  2. Legal and Risk Management. The Port shall ensure that all activities undertaken pursuant to this Agreement are approved by the Port's Risk Management and Legal Counsel prior to delivery.
  3. Safety and Security. The Port staff who will be providing any classroom instruction or training within the Maritime Skills Center classrooms shall undergo building safety and security orientation as delivered by the District to ensure compliance with all Tacoma Public Schools' safety and security requirements.
- C. Costs. Each Party will fund their own internal staff costs, or any other such costs as may be incurred by delivery of items listed in Section 6.
7. Communications. The District and Port agree to coordinate communications regarding the Port's delivery of resources under this Agreement through a mutually agreed-upon communications plan, including the use of mutually acceptable language for updates and information related to the Port's educational support.
  8. Indemnification.
    - A. The District agrees to indemnify and hold harmless the Port, its officials, officers, agents, employees, volunteers, and representatives, from, and shall defend at its sole expense, against any and all claims, demands, damages, suits at law or at equity, liabilities, losses, judgments, liens, expenses, and costs arising out of or occasioned by the District's negligence or wrongful conduct in fulfillment of its obligations pursuant to this Agreement. In the event of recovery due to the aforementioned circumstances, the District shall pay any judgment or lien arising therefrom, including any and all costs as part thereof.
    - B. The Port agrees to indemnify and hold harmless the District, its officials, officers, agents, employees, volunteers, and representatives, from and shall defend at its sole expense, against any and all claims, demands, damages, suits at law or equity, liabilities, losses, judgments, liens, expenses, and costs arising out of or occasioned by Port negligence or wrongful conduct in fulfillment of its obligations pursuant to this Agreement. In the event of recovery due to the aforementioned circumstances, the Port shall pay any judgment or lien arising therefrom, including any and all costs as part thereof.
    - C. In the event of liability based upon the alleged concurrent or joint negligence of the Parties, the Parties shall individually bear their respective liability, including costs, as determined according to RCW 4.22.015.

- D. The indemnification provisions of this Agreement shall not be limited by any worker's compensation, benefit, or disability laws, and each indemnifying Party hereby waives, solely for the benefit of the indemnified Party, any immunity that such indemnifying Party may have under the Industrial Insurance Act, Title 51 RCW.
- E. The foregoing obligations shall survive termination of this Agreement with respect to acts or omissions occurring during its term and relating to or involving the subject matter of this Agreement.

9. Miscellaneous.

- A. **NO THIRD-PARTY BENEFICIARY:** The Parties understand and expressly agree. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action by any third person. It is the express intention of the Parties that any person other than the District or the Port receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- B. **SEVERABILITY:** The Parties agree that if any provision of this Agreement or any portion thereof is held by a court of competent jurisdiction to be invalid, illegal, unenforceable, or in conflict with any law, the validity of the remaining portions or provisions shall not be affected if the intent of the Parties can be fulfilled.
- C. **CONFLICT OF INTEREST:** No employee of the Port or the District shall have any personal or beneficial interest in the services or resources provided as described in this Agreement.
- D. **NOTICES:** All notices required under this Agreement, notices concerning the termination of the Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance, including changes to the persons to be notified of their addresses, shall be in writing and delivered to:

To: Port: Alisa Praskovich  
Chief, Strategic Projects and Commission Relations  
Port of Tacoma  
Address: 1 Sitcum Plaza, Tacoma, WA 98421  
Tel: (253) 888-4773  
Mobile: (253) 459-9069  
E-mail: [apraskovich@portoftacoma.com](mailto:apraskovich@portoftacoma.com)

To: The District: Kristie Wolford  
Director, Maritime 253  
Tacoma Public Schools  
302 S. 9<sup>th</sup> Street, Tacoma, WA 98409

Tel: (253) 571-1324

Email: [kwolfor@tacoma.k12.wa.us](mailto:kwolfor@tacoma.k12.wa.us)

All notices shall be in writing and provided by personal delivery, certified mail, return receipt requested, or overnight courier. All notices shall be effective upon personal delivery or upon placing in the United States mail or with the courier service.

- E. 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.
10. Dispute Resolution. In the event of a dispute between the Port and the District arising out of or relating to this Agreement, the Port's Executive Director and the District's Superintendent or their designated representatives shall review such dispute and options for resolution. If the dispute cannot be resolved by the Port's Executive Director and the District's Superintendent, the dispute may be submitted to mediation before a mediator agreed to by the Parties, and if still not resolved, shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04 RCW, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
11. Enforcement, Interpretation, Venue. The laws of the State of Washington shall govern the validity, performance, interpretation, and enforcement of this Agreement. Should either party institute arbitration for enforcement or interpretation of any provision contained herein, the venue of such arbitration shall be in Pierce County, Washington. The prevailing party in any arbitration or litigation arising out of this Agreement shall be entitled to its reasonable attorney's fees, costs and expert witness fees.
12. 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 an equitable result.
13. Integration and Amendment. There are no oral Agreements between the parties affecting the meaning, content, purpose, or effect of this Agreement. The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both Parties.
14. Invalid Provisions. If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected thereby, if such remainder would then continue to serve the purposes and objectives of the Parties.

15. Filing. By its signature below, each party confirms it approves of and is authorized to enter into this Agreement pursuant to RCW 39.34.080. A copy of this Interlocal Agreement shall be filed with the Pierce County Auditor pursuant to chapter 39.34 RCW. Alternatively, a copy of this Interlocal Agreement may be listed by subject on the District and Port's website or other electronically retrievable public source.

[Signature Page Follows]

**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 Port of Tacoma Commission and the District’s Board of Directors.

We the undersigned agree to the terms of the foregoing Agreement.

**PORT OF TACOMA**

**TACOMA SCHOOL DISTRICT NO. 10**

By:

By:

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

Its: Executive Director

Its: Superintendent

\_\_\_\_\_  
Eric Johnson  
\_\_\_\_\_  
(print name)

\_\_\_\_\_  
Joshua J. Garcia  
\_\_\_\_\_  
(print name)

Who certifies that they are the party identified herein, OR a person duly qualified and authorized to sign for the party.

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

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

Approved as to form:

\_\_\_\_\_  
By: Heather L. Burgess  
General Counsel, Port of Tacoma