

INTERLOCAL AGREEMENT

TSD-26-134

PORT OF TACOMA

SOUTH PUGET SOUND MARITIME SKILLS
CENTER AND PORT MARITIME CENTER -
SECURITY SERVICES – INTERLOCAL
AGREEMENT NO. 5

between

TACOMA SCHOOL DISTRICT NO. 10

601 South 8th Street
P.O. Box 1357
Tacoma, WA 98401-1357
Contact: Kristie Wolford, Director, Maritime 253
Email: 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: Colin Millan
Email: cmillan@portoftacoma.com
Ph: 253-428-8602

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 District took 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 maintains security personnel, including both armed and unarmed personnel, for the protection of persons and property on Port-owned premises, including the property on which the Skills Center is located; and

WHEREAS, RCW 9.41.280 generally prohibits a person from knowingly carrying onto or possessing firearms and other dangerous weapons on public or private elementary or secondary school premises, school-provided transportation, and areas of facilities while being used exclusively by public or private schools; and

WHEREAS, RCW 9.41.280(3)(b) provides that the prohibition does not apply to any person engaged in military, law enforcement, or school district security activities; and

WHEREAS, because the Skills Center is located on Port-owned property and is co-located with Port facilities and operations, the Parties acknowledge that Port security personnel are often present on and/or in the vicinity of the Skills Center, and in the event of a security emergency, Port security personnel may respond to and intervene in such emergency as part of the Port's responsibility to protect persons and property on Port-owned premises, including the Skills Center and the persons present at the Skills Center; and

WHEREAS, the District desires that Port security personnel, including armed personnel, be able to continue to perform their protective responsibilities on and around the Skills Center, and the Parties intend by Agreement to confirm their shared understanding that, in connection with those responsibilities, the Port's security personnel are engaged in school district security activities and provide school security services under the direction of a school administrator within the meaning of RCW 9.41.280(3)(b);

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 memorializes the Parties' understanding regarding Port security services at the Skills Center.
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. **Port Security Services at the Skills Center.**

- a. **Port Security Presence and Emergency Response.** The Parties acknowledge and agree that the Skills Center is located on Port-owned property and is co-located with Port facilities and operations, and that the Port maintains security personnel, including both armed and unarmed personnel, for the protection of persons and property on Port-owned premises. The Parties further acknowledge and agree that, in the event of a security emergency on or in the vicinity of the Skills Center, Port security personnel may respond to and intervene in the emergency as part of the Port's responsibility to protect persons and property on Port-owned premises, including the Skills Center and the persons present at the Skills Center.
- b. **School Security Services Under RCW 9.41.280.** For purposes of RCW 9.41.280(3)(b), the District designates and considers the Port's security personnel, including armed personnel, when present on, in, or in the vicinity of the Skills Center and when responding to or intervening in a security emergency affecting the Skills Center, to be persons engaged in school district security activities who provide school security services under the direction of a school administrator. Accordingly, and to the extent permitted by RCW 9.41.280 and other applicable law, such personnel may possess and carry firearms and other lawful security equipment on, in, and around the Skills Center in connection with the performance of those security services.
- c. **Electroshock and Similar Devices.** With respect to any device listed in RCW 9.41.280(1)(f), the Port shall ensure that any of its security personnel who are not commissioned law enforcement officers and who carry such a device on, in, or around the Skills Center have successfully completed training in the use of such devices that is equivalent to the training received by commissioned law enforcement officers, consistent with RCW 9.41.280(3)(b).
- d. **Coordination and Direction.** The Parties shall cooperate to establish and maintain protocols for Port security presence and emergency response at the Skills Center, including provisions for communication, notification, coordination with the District's site administrator(s), and coordination with law enforcement. Nothing in this paragraph limits the Port's discretion regarding the deployment of its security personnel.
- e. **Status of Personnel; Indemnification.** The Port's security personnel remain employees or agents of the Port and do not become employees, agents, or contractors of the District by reason of this paragraph. The designation in subsection (b) is made solely for purposes of RCW 9.41.280 and does not create an employment, agency, or principal relationship between the District and such

personnel for any other purpose.

6. 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.

7. 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: Colin Millan
Director, Port Security
Port of Tacoma
Address: 1 Sitcum Plaza, Tacoma, WA 98421
Tel: (253) 428-8602
Mobile: (253) 753-0954
E-mail: cmillan@portoftacoma.com

To: The District: Kristie Wolford
Director, Maritime 253
Tacoma Public Schools
302 S. 9th Street, Tacoma, WA 98409
Tel: (253) 571-1324
Email: 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.
8. **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.

9. **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.
10. **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.
11. **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.
12. **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.
13. **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.

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 Interlocal 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.

[Signature Page Follows]

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

PORT OF TACOMA

TACOMA SCHOOL DISTRICT NO. 10

By:

By:

Name: Eric D. Johnson
Its: Executive Director
Date: _____

Name: Joshua J. Garcia
Its: Superintendent
Date: _____

Who certify that they are the Party identified herein, *OR* a person duly qualified and authorized to sign for the Party.

Approved as to form:

By: Heather L. Burgess
Dickson Frohlich Phillips Burgess PLLC
General Counsel, Port of Tacoma