

**INTERLOCAL AGREEMENT FOR
FEDERAL AGENCY PERMIT STAFFING SUPPORT
BY AND BETWEEN
THE PORT OF TACOMA, THE PORT OF SEATTLE AND THE
NORTHWEST SEAPORT ALLIANCE**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this 30th day of September by and between the Port of Tacoma, a public port district organized under the laws of the state of Washington ("PoT"), the Port of Seattle, a public port district organized under the laws of the state of Washington ("PoS"), (together, the "Ports") and the Northwest Seaport Alliance ("NWSA") a Washington state port development authority (collectively, the "Parties") under the authority of the Washington State Interlocal Cooperation Act (RCW 39.34).

WHEREAS, the Parties are committed to providing necessary support to the federal resource and regulatory agencies, particularly the National Oceanic and Atmospheric Administration ("NOAA")'s National Marine Fisheries Service (NMFS), which is charged with the implementation and enforcement of certain federal environmental laws, including the Endangered Species Act ("ESA"); and

WHEREAS, the Parties are required to obtain approvals from NMFS for the development, redevelopment, repair and maintenance of new and existing port facilities within the jurisdiction of the Ports; and

WHEREAS, the NWSA is entering into an agreement with NMFS to hire a Liaison to process ESA consultations for the Ports and NWSA to assist with and facilitate the Parties' obtaining federal permits; and

WHEREAS, in order to improve efficiency in obtaining federal permits necessary for the development, redevelopment, repair and maintenance of new and existing Port facilities from federal agencies, the Ports desire to retain the services of an assigned NWSA employee (Liaison) pursuant to the terms and conditions contained herein.

NOW, THEREFORE, the Parties agree as follows:

I. Scope of Agreement

A. Services Provided. The Liaison shall be a NWSA employee and shall provide services (the "Services") to the Parties, including, but not limited to, the

following : (1) preparation of detailed analyses and opinions of impact; (2) coordination and communication with permit applicants and the other federal regulatory and resource agencies; (3) coordination and communication with local and state agencies with similar or related jurisdiction under state law; and (4) any other services that may be necessary to facilitate obtaining federal permits for the development, redevelopment, repair and maintenance of new and existing facilities.

B. Employment. During the term of this Agreement, the Liaison shall be a full-time employee of the NWSA and the NWSA shall be responsible for all obligations as an employer of the Liaison, including payment of salary and benefits.

II. Administration of Agreement/Cost Apportionment

A. The cost of the Liaison's salary and benefits shall initially be apportioned between the Parties as follows: Port of Tacoma 30%, Port of Seattle 30%, NWSA 40%.

B. The Parties shall review and reconcile cost apportionment for the Liaison's position annually beginning in the budgeting process for 2024. If the annual review shows that the Liaison's actual project time effort expended does not match the cost apportionment described under II.A above, the Parties may agree to modify the cost apportionment by amending this Agreement.

C. If agreed upon by the Parties, the NWSA may make the Liaison available to other Washington public ports through a separate Interlocal Agreement.

III. Term and Publication

The term of this Agreement shall be from September 30, 2022 through August 31, 2027. A copy shall be recorded with the respective County Auditors or posted on the Parties' respective web sites as authorized by RCW.39.34.040.

IV. Legal Relations

The Parties are independent municipal governments, 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.

V. Records and Audit

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 the Parties and any other party with legal entitlement to review said records.

VI. Termination

This Agreement may be terminated by any party, by providing written notice to the other Parties by June 1 of any year beginning in 2024. Upon termination of this Agreement, a reconciliation of all costs and obligations since the last reconciliation shall be conducted and any unpaid costs for the Liaison shall be apportioned in accordance with Paragraph II of this Agreement.

VII. Dispute Resolution

Any controversy or claim arising out of or relating to this contract, or the breach thereof, which is not settled by agreement between the Parties, shall be resolved using the Dispute Resolution provisions found in Article VII of the Second Amended Charter of the NWSA.

VIII. Notices

Any notice, demand, request, consent, approval or communication that a party desires or is required to give to other party(ies) shall be in writing and shall be deemed to have been duly given or made upon receipt by personal hand-delivery, by facsimile transmission, or by electronic mail, by addressed to the other Parties at the addresses as follows:

Port of Seattle:	Jon Sloan Sr. Environmental Program Manager PO Box 1209 Seattle, WA 98111
------------------	--

Port of Tacoma:	Tony Warfield PO Box 1837 Tacoma, WA 98401
-----------------	--

NWSA	Tony Warfield PO Box 2985 Tacoma, WA 98401-2985
------	---

or to such other address as may have been specified by notifying the other party of the change of address.

IX. 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 Parties 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 Parties 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 Parties.

X. Survival

All obligations of the Parties as provided in this Agreement shall not cease upon termination of this Agreement and shall continue as obligations until fully performed. All clauses of this Agreement which require performance beyond the termination of this Agreement shall survive the termination date.

XI. Entire Agreement/Amendment

This Agreement, together with any documents incorporated by reference shall constitute the entire agreement between the Parties with respect to the services to be provided 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 evidenced by the agreement in writing.

XII. Counterparts

This Agreement may be executed in any number of counterparts, including by electronic transmission or facsimile, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Port of Seattle



Stephen P. Metruck
Executive Director

Port of Tacoma



Eric Johnson
Executive Director

NWSA



John Wolfe
CEO