

**INTERLOCAL AGREEMENT
BETWEEN THE PORT OF TACOMA, PORT OF SEATTLE, AND THE NORTHWEST
SEAPORT ALLIANCE REGARDING AN ECONOMIC IMPACT ANALYSIS**

This Interlocal Agreement ("Agreement") is entered into this 2nd day of April 2024, by and between the Port of Tacoma and Port of Seattle, both public port districts organized under the laws of the State of Washington, and The Northwest Seaport Alliance, a Washington Port Public Development Authority pursuant to RCW 53.57, referred to herein individually as "Party" and together as "Parties", as authorized by RCW 39.34 (the Interlocal Cooperation Act) and the Port Joint Powers authority RCW 53.08.240.

RECITALS

WHEREAS, the Parties desire to jointly development an Economic Impact Analysis; and

WHEREAS, a jointly developed analysis will demonstrate comprehensive economic impacts and value across all lines of business with a special focus on measuring the impact we envision towards building a more equitable and inclusive communities; and

WHEREAS, the analysis will include local, regional, and state impacts on indirect, induced, and direct jobs; total compensation; business output; labor income; fiscal direct and secondary impacts; taxes; our equity impact, and special considerations for specific lines of business; and

WHEREAS, the Northwest Seaport Alliance, Port of Tacoma, and Port of Seattle are all committed to advancing equity, diversity, and inclusion within their organizations and communities so that they mirror - throughout the breadth of their operations and within their leadership structure - the diversity of the communities they serve, instill principles of equity into their culture, and ensure a fair and intentional distribution of opportunities with the goal of expanding economic development and quality of life for all.

WHEREAS, results of this analysis will inform volume trends for official statements in federal financial bonds; and

WHEREAS, results of this analysis will inform communications and marketing materials, and will support storytelling about the Parties' value to the community; and

WHEREAS, this analysis will be data driven and will be performed recognizing our shared commitment to diversity, equity, and inclusion; allow us to speak to our impact on equity, and

WHEREAS, results of this analysis will support grant applications and the advancement of legislation.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, benefits, and obligations hereinafter set forth, the Parties agree as follows:

1. **Timing.** The Parties will work together to scope and complete an Economic Impact Analysis in 2024.

2. **Future analyses.** Moving forward, the Parties will strive for joint Economic Impact Analysis updates every three years, understanding that some lines of business will need more frequent interim updates.
3. **Personal Services Contract.** Contracting for consultant support of Economic Impact Analysis will be managed by the Port of Tacoma.
4. **Financial contribution.** The Parties will each contribute staff time and will contribute their proportionate cost of consultant support as follows: Port of Tacoma: 20%; NWSA: 20%; and the Port of Seattle: 60% based on the anticipated additional data provided and analysis requested by the Port of Seattle. The total cost of the consultant may not to exceed \$300,000.
5. **Term of the Agreement.** The Agreement covers the time necessary to complete the Economic Impact Analysis beginning by June 31, 2024, with anticipated completion by June 31, 2025. A Personal Services Contract will be entered into by the Port of Tacoma for one year, with up to four possible one-year time extensions if agreed upon by the Parties, but may be earlier terminated by mutual agreement of the Parties.
6. **Miscellaneous.**
 - A. **Third Party Beneficiaries.** This Agreement does not create any rights, claims, or benefits inuring to any person that is not a party hereto, and it does not create or establish any third-party beneficiary hereto.
 - B. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties, and their legal representatives, successors, and permitted assigns.
 - C. **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 by 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 of such invalid, illegal, or unenforceable provision, the balance of the Agreement shall be interpreted as if such provision were so excluded so as to reasonable effectuate the intent of the Parties.
 - D. **Notices.** Unless otherwise specified herein, all notices, consents, approvals, reports, designations, requests, waivers, elections, and other communication authorized or required to be given pursuant to this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by personal hand delivery, by facsimile transmission, by electronic mail, by mailing the same in a sealed envelope, certified first-class mail, postage prepaid, return receipt requested, or by air courier guaranteeing overnight delivery, sent to the addresses on Schedule 3 of the NWSA Charters (as such may be updated by notice from time to time).

E. Usage Generally; Interpretation.

1. The captions and headings of this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.
2. Any statute or law defined or referred to herein means such statute or law as from time to time is amended, modified, or supplemented, including by succession of comparable successor statutes.

F. Entire Agreement. This Agreement embodies the entire agreement of the Parties and supersedes all prior agreements and understandings between the Parties with respect to the subject matter herein.

G. 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.

H. Amendments. The terms and provisions of this Agreement may only be modified or amended at any time and from time to time by mutual agreement of the Parties.

I. Further Assurances. Each Party shall execute and deliver any additional documents and instruments and perform any additional acts that the Parties determine to be necessary or appropriate to effectuate and perform the provisions of this Agreement.

J. 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) Washington state law and regulation, including the Port Joint Powers statute (RCW 53.08.240), the Port Development Authority, Chapter 53.57 RCW; and this Agreement; (ii) any policies of the NWSA; and (iii) any policies of the Port.

K. Costs, Fees and Expenses. Each Party shall bear any legal and other costs, fees and expenses incurred by such Party in connection with the negotiation and preparation of this Agreement and the transactions contemplated hereby.

L. 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.

M. Ratification. Acts taken in conformity with this Agreement prior to its execution are

hereby ratified and affirmed.

- N. Execution and Filing of Agreement.** Upon execution by all Parties, each such signed original shall constitute a binding Agreement upon both Parties. In accordance with RCW 39.34.040, a copy of this Agreement shall be recorded in the Office of the Pierce and King County Auditors or posted by all Parties on their respective websites. This Agreement will not take effect until it has been successfully recorded or posted in either location.
- O. Independent Municipal Governments.** The Parties hereto are independent governmental entities, and nothing herein shall be construed to limit the independent government powers, authority, or discretion of the governing bodies of each Party.
- P. Legal Obligations.** This Agreement does not relieve either Party of any obligation or responsibility imposed upon it by law.
- Q. Timely Performance.** The requirements of this Agreement shall be carried out in a timely manner according to a schedule negotiated by and satisfactory to the Parties.
- R. 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 either Party and any other entity with legal entitlement to review said records. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claims, or audit finding has been resolved, even though such litigation, claim, or audit continues past the six-year (6) retention period. This provision is in addition to and is not intended to supplant, alter, or amend records retention requirements established by applicable state and federal laws.
- S. Limits of Financial Obligations/Property Ownership.** Except as provided above, each Party shall finance its own conduct of responsibilities under this Agreement. No ownership of property will transfer as a result of this Agreement.
- T. Effective Date & Termination.** This Agreement shall be effective upon signature by all Parties and a copy being recorded with the respective County Auditors or posted on all Parties' web sites as authorized by RCW.39.34.040 ("Effective Date") until or unless terminated in accordance with Section 5 of this Agreement.
- U. Indemnification and Hold Harmless**

 - 1. The NWSA releases the Port from, and shall defend, indemnify, and hold the Port and its 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 NWSA and/or its agents, employees, officers, contractors and/or subcontractors, arising out of or in any way related to the NWSA's

performance of its obligations under this Agreement, unless and except to the extent the same be caused in whole or in part by the negligence or willful conduct of the Port or its agents, employees, and/or officers.

2. The NWSA shall defend, indemnify, and hold the Port and its 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 any third parties and/or their agents, employees, officers, contractors and/or subcontractors, arising out of or in any way related to the NWSA's performance of its obligations under this Agreement, unless and except to the extent the same be caused in whole or in part by the negligence or willful conduct of the Port or its agents, employees, and/or officers.
3. Each Party specifically assumes liability for actions brought by its own employees against the other 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.
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 Party, all such fees, costs and expenses shall be recoverable by the substantially prevailing Party.
5. No liability shall attach to any of the Parties by reason of entering into this Agreement except as expressly provided herein.
6. The provisions of this Section V.(1)-(6) shall survive any termination or expiration of this Agreement.

< SIGNATURES ON NEXT PAGE >

PORT OF TACOMA

By: 

Eric D. Johnson, Executive Director

Date:

Approved as to form:

By: 
Heather L. Burgess (Apr 3, 2024 10:43 PDT)

Heather Burgess, General Counsel

Date:

THE NORTHWEST SEAPORT ALLIANCE

By: 
John Wolfe (Apr 11, 2024 07:51 PDT)

John Wolfe, Chief Executive Officer

Date:

Approved as to form:

By: 
Dana Henderson (Apr 8, 2024 17:02 PDT)

Dana Henderson, General Counsel

Date:

PORT OF SEATTLE

By: 
Karen R. Goon

Karen Goon, Deputy Executive Director (acting Executive Director)

Date:

Approved as to form:

By: 
Pete Rannels

Ryan Stampel, Sr. Counsel

Date: