

**FOURTH AMENDMENT
TO
CITY OF TUMWATER/PORT OF OLYMPIA
INTERLOCAL AGREEMENT
FOR
HABITAT CONSERVATION PLAN
PREPARATION**

This Fourth Amendment ("Fourth Amendment") is dated effective this _____ day of _____, 2026, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and the PORT OF OLYMPIA ("PORT"), a Washington public port district.

A. The CITY and the PORT entered into an Interlocal Agreement dated effective November 1, 2016, whereby the parties agreed to prepare a Habitat Conservation Plan jointly ("Agreement").

B. The CITY and the PORT entered into the First Amendment to City of Tumwater/Port of Olympia Interlocal Agreement for Habitat Conservation Plan Preparation dated May 11, 2020, that extended the Agreement until December 31, 2021 ("First Amendment").

C. The CITY and the PORT entered into the Second Amendment to City of Tumwater/Port of Olympia Interlocal Agreement for Habitat Conservation Plan Preparation dated November 1, 2021, that extended the Agreement until December 31, 2023 ("Second Amendment").

D. The CITY and the PORT entered into the Third Amendment to City of Tumwater/Port of Olympia Interlocal Agreement for Habitat Conservation Plan Preparation dated February 21, 2024, that added additional responsibilities for the parties and extended the Agreement until December 31, 2028 ("Third Amendment").

E. Section 8 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

F. The CITY and the PORT desire to amend the Agreement to continue the activities described in Section 1 of the Agreement and add additional activities to the Agreement.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. Agreement.

Section 1 of the Agreement shall be amended to add additional responsibilities of the parties, as follows:

- A. The City will maintain and fulfill the grant financial commitment for the HCP Phase 1 grant completion of \$58,000.00 in cash matching funds and \$30,000.00 of in-kind matching funds;
- B. The Port will be responsible for additional funding not to exceed \$58,000, resulting from Port participation in the HCP Phase 1 grant that result from an expanded scope and additional process associated with inclusion of Port properties;
- C. The City of Tumwater will seek reimbursement from the Washington Department of Fish and Wildlife (“WDFW”) for activities covered under this ILA. The City of Tumwater will then bill the Port of Olympia for the Port’s portion;
- D. The City is responsible for the HCP Phase 1 grant reporting and deliverables directly to WDFW and will therefore maintain primary responsibility for project completion for the HCP Phase 1 grant;
- E. The Parties agree to apply for HCP Phase 2 grant funds jointly, with the Port working with U.S. Fish & Wildlife as lead to prepare the application. The Port and the City will jointly ensure all reporting requirements are met and deliverables submitted on time for the HCP Phase 2 grant;
- F. The Parties agree to split grant funding match obligations for HCP Phase 2 grant funds evenly in an amount not to exceed \$150,000 per party;
- G. The Parties agree to apply for grant funds for additional HCP phases jointly, as required by necessity or practicality. The City will be responsible for grant applications, reporting, and deliverables with assistance provided by the Port as required. Prior to acceptance of future phase grants, the Parties agree that grant funding match obligations will be split evenly and with an identified not-to-exceed dollar amount per Party;

- H. The HCP Phase 3 grant obligates the Parties to funding match obligations not to exceed \$39,500 per party;
- I. The HCP Phase 4 grant obligates the Parties to funding match obligations not to exceed \$74,750 per party;
- J. Future phase grants meeting the criteria listed in Paragraph G need not be incorporated into subsequent formal amendments of this Agreement;
- K. The Parties agree to share the costs of the HCP Phase 4 ICF Service Provider Agreement Amendment #1, which shall not to exceed four hundred and forty-five thousand and one hundred and seven dollars and ninety-one cents (445,107.91) that are not covered by the HCP Phase 4 grant as follows:
 - 1) The total amount of compensation that can be paid in 2026 under the HCP Phase 4 ICF Service Provider Agreement Amendment #1 is limited to two hundred thousand dollars and no cents (\$200,000.00). The Parties agree to each pay one hundred thousand dollars and no cents (\$100,000.00) in 2026.
 - 2) The amount of compensation that can be paid in 2027 under the HCP Phase 4 ICF Service Provider Agreement Amendment #1 is limited to two hundred and forty-five thousand and one hundred and seven dollars and ninety-one cents (\$245,107.91). The City agrees to pay one hundred and twenty-two thousand, five hundred and fifty-three dollars, and ninety-six cents (\$122,553.96) in 2027. The Port agrees to pay one hundred and twenty-two thousand, five hundred and fifty-three dollars, and ninety-five cents (\$122,553.95) in 2027.
- L. The Parties agree to cooperate in jointly developing and implementing mitigation measures identified as part of the HCP process, with specific allocation of mitigation costs and obligations to be determined by later agreement of the Parties prior to approval of the final HCP; and
- M. It is expected upon approval of the HCP that incidental take permits under the ESA will be issued to both Parties.

2. FULL FORCE AND EFFECT.

All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

DATED the effective date set forth above.

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501
Leatta Dahlhoff, Mayor

PORT:

PORT OF OLYMPIA
606 Columbia Street NW
Olympia, WA 98501
Alex Smith, Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:

Karen Kirkpatrick
Tumwater City Attorney

Chris Pierce-Wright
Dickson Frohlich Phillips Burgess
Port General Legal Counsel