



CITY OF
TUMWATER

**GENERAL GOVERNMENT COMMITTEE
MEETING AGENDA**

**Online via Zoom and In Person at
Tumwater City Hall, Council Conference
Room, 555 Israel Rd. SW, Tumwater, WA
98501**

**Wednesday, February 14, 2024
8:00 AM**

1. Call to Order
2. Roll Call
3. Approval of Minutes: General Government Committee, January 10, 2024
4. Selection of Committee Chair (Lisa Parks)
5. Interlocal Agreement between the City of Lacey, the City of Olympia, the City of Tenino, the City of Tumwater, City Yelm, Thurston County, and Thurston Regional Planning Council to Support Housing Element Updates (Brad Medrud)
6. 2025 Comprehensive Plan Periodic Update – Community Outreach (Erika Smith-Erickson and Brad Medrud)
7. Interlocal Agreement between the City of Tumwater and the Port of Olympia for the Bush Prairie Habitat Conservation Plan (HCP) Amendment No. 3 (Brad Medrud)
8. Additional Items
9. Adjourn

Meeting Information

All committee members will be attending remotely. The public are welcome to attend in person, by telephone or online via Zoom.

Watch Online

<https://us02web.zoom.us/j/85874686337?pwd=a0pDVEVocWdSZm91eIFEcTVsc2l6Zz09>

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 858 7468 6337 and Passcode 979819.

Public Comment

The public may submit comments by sending an email to council@ci.tumwater.wa.us, no later than 5:00 p.m. the day before the meeting. Comments are submitted directly to the Committee members and will not be read individually into the record of the meeting.

Post Meeting

Audio of the meeting will be recorded and later available by request, please email

CityClerk@ci.tumwater.wa.us

Accommodations

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an accommodation or alternate format of communication, please contact the City Clerk by calling (360) 252-5488 or email CityClerk@ci.tumwater.wa.us. For vision or hearing impaired services, please contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384. To contact the City's ADA Coordinator directly, call (360) 754-4128 or email ADACoordinator@ci.tumwater.wa.us.

**TUMWATER GENERAL GOVERNMENT COMMITTEE
MINUTES OF VIRTUAL MEETING
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CONVENE: 8:00 a.m.

PRESENT: Chair Michael Althausen and Councilmembers Joan Cathey and Leatta Dahlhoff.

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Community Development Director Michael Matlock, Finance Director Troy Niemeyer, Water Resources and Sustainability Director Dan Smith, Transportation and Engineering Assistant Director Mary Heather Ames, Planning Manager Brad Medrud, and Housing and Land Use Planner Erika Smith-Erickson.

**APPROVAL OF MINUTES:
GENERAL GOVERNMENT
COMMITTEE, NOVEMBER 8
2023 & DECEMBER 13, 2023:**

MOTION: Councilmember Dahlhoff moved, seconded by Councilmember Cathey, to approve the minutes of November 8, 2023 and December 12, 2023 as published. A voice vote approved the motion unanimously.

**2025 COMPREHENSIVE
PLAN PERIODIC UPDATE –
TRANSPORTATION:**

Manager Medrud reported the update is the last element of review within the Tumwater Comprehensive Plan as part of the 2025 Comprehensive Plan Periodic Update. The committee will transition in April to proposed amendments within the different Elements of the Comprehensive Plan. He introduced Transportation and Engineering Assistant Director Mary Heather Ames to provide an update on the Transportation Plan Element.

Assistant Director Ames reported the Growth Management Act (GMA) requires the City to demonstrate that each element in the Comprehensive Plan meets the relevant planning goals of the GMA. The GMA includes 15 goals that guide the development and the adoption of the City's Comprehensive Plan. The goals were updated by the Legislature in 2023. A new goal adds a transportation goal of: "Encourage efficient multimodal transportation systems that will reduce greenhouse gas emissions and per capita vehicle miles traveled, and are based on regional priorities and coordinated with county and city comprehensive plans". Achieving the goal will be accomplished through a combination of goals, policies, and actions within the Land Use Element and the Transportation Plan.

The City's 2016 Transportation Master Plan provides the functional framework for Tumwater's transportation vision. The City's Six-Year Transportation Improvement Program informs decisions for

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achieving the vision.

General topics addressed during the update include:

- Diversity, equity, inclusion, and environmental justice throughout the Comprehensive Plan (new)
- All elements, plans, and maps will be updated for internal consistency
- The updated Comprehensive Plan will be comprised of shorter individual Elements and Plans with a focus on simplified and updated goals, policies, and implementation actions with appendices of technical information
- A new Comprehensive Plan Goal and Policy Guide will be created for staff and policymakers, as well as a new User Guide for community members
- Development of a mutually agreeable Memorandum of Agreements between the City and tribes on collaboration and participation in the planning process

Topics addressed as part of the Transportation Plan update include:

- Update of maps
- Update of existing conditions and operations
- Update of planned improvements and future operations to 2045
- Update of the Transportation Improvement Program (TIP)
- Update of the financial analysis
- Update transportation impact fees
- Update estimated traffic impacts to state-owned transportation facilities resulting from land use assumptions to assist the State Department of Transportation in monitoring the performance of state facilities, to plan improvements for the facilities, and to assess the impact of land-use decisions on state-owned transportation facilities
- Update land use assumptions used in estimating current and future transportation needs

Factored within the update of facilities and service needs is an inventory of air, water, and ground transportation facilities and services, including transit alignments and general aviation airport facilities, to define existing capital facilities and travel levels as a basis for future planning. Level of service standards will be reviewed for all locally owned arterials and transit routes to serve as a gauge to judge performance of the system. For state-owned transportation facilities, a review of level of service standards for highways will gauge the performance of the system. The review will identify specific actions and requirements for bringing into

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compliance locally owned transportation facilities or services that are below an established level of service standard, as well as updating forecasts of traffic for at least ten years based on the adopted Land Use Element to provide information on the location, timing, and capacity needs of future growth. The review will also identify state and local system needs to meet current and future demands.

The financial analysis update includes analysis of funding capability to judge needs against probable funding resources and a multi-year financing plan based on the needs identified in the Comprehensive Plan, the appropriate parts of which shall serve as the basis for the six-year street, road, or transit program required for cities and for public transportation systems. Should probable funding fall short of meeting identified needs, information will be included on how additional funding would be identified, or how land use assumptions would be reassessed to ensure level of service standards are achieved.

The Transportation Plan, the six-year Capital Facilities Plans for cities and for public transportation systems, and the ten-year investment program for the state must be consistent. A projection is required of state and local system needs to meet current and future demand.

The update includes a pedestrian and bicycle component to include collaborative efforts to identify and designate planned improvements for pedestrian and bicycle facilities and corridors that address and encourage enhanced community access and promote healthy lifestyles, consider approaches that increase physical activity, describe any existing and planned transportation demand management strategies, such as high occupancy vehicle lanes or subsidy programs and parking policies, an analysis of future funding capability to judge needs against probable funding resources, and a multi-year financing plan based on needs identified in the Comprehensive Plan.

The update will describe intergovernmental coordination efforts, including an assessment of the impacts of the Transportation Plan, land use assumptions on the transportation systems of adjacent jurisdictions, and how the Plan is consistent with the Regional Transportation Plan and identify lands useful for public purposes such as utility corridors, transportation corridors, landfills, sewage treatment facilities, stormwater management facilities, recreation, schools, and other public uses. The Plan will identify open space corridors within and between urban growth areas, including lands useful for trails. The Plan will be updated as needed on the process

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or criteria for identifying and locating essential public facilities in coordination with the update of the Lands for Public Purposes Element. Demand-management strategies will be updated as well as information on pedestrian and bicycle components to include collaborative efforts to identify and designate planned improvements for pedestrian and bicycle facilities and corridors that address and encourage enhanced community access and promote healthy lifestyles.

Staff will review revisions to enable some form of Intercity Transit turnarounds on Littlerock Road and Old Highway 99 for future transit services, update and include information from the Thurston Thrives Walkability Study, Intercity Transit studies, and the Old Highway 99 Corridor Study, allow active transportation facilities, transportation demand management, or public transportation services to meet concurrency, incorporate equitable implementation, estimate multimodal level of service impacts to state transportation facilities, add impact fee revenue for bike and pedestrian facilities, provide multimodal level of service and needs forecasts for arterials, transit routes, and active transportation facilities, afford priority to the greatest multimodal safety benefit to each category of roadway users, include Americans with Disabilities Act Transition Plan, and provide funding analysis to include state transportation facilities.

Assistant Director Ames reviewed the format and content of the current Transportation Master Plan.

To assist with the update, the Department of Commerce has provided some guidance materials for updating the Transportation Plan. The next step of the update is hiring a consultant to assist in the update of the Transportation Plan.

Assistant Director Ames invited comments and questions from the committee.

Councilmember Cathey cited the new requirement to incorporate environmental justice within plans, goals, and policies and asked for some examples of how the new requirement would be reflected in the update of the Comprehensive Plan. Assistant Director Ames advised of the importance of ensuring there is equitable access to services and not focusing efforts in areas that are considered either higher or lower income but ensuring all areas of the City are equally and equitably served. For example, access to transit is important; however, transit is only effective if people are able to access transit service. Sidewalks and walkable routes are needed throughout the City for access to transit by all in the community.

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Additionally, the City adopted an ADA Transition Plan in the 1990s. The recently completed plan amendment includes an inventory of all sidewalks in the City and locations where sidewalks fail to meet standards. The information will be utilized as part of the update. The information is utilized by staff to design sidewalk projects as well as inform paving projects.

In response to comments about the need for expanded transit service in the City, Assistant Director Ames described a recent meeting with Intercity Transit staff and the discussion for extending transit service in areas of the City currently not served by transit. During meetings with Intercity Transit staff, the subject of expanded transit service is always a topic of discussion.

Manager Medrud added that as of December 28, 2023, the City received 786 responses to the Comprehensive Plan Periodic Update survey. The survey closed on January 9, 2024. The response rate is the highest the City has experienced for a project. Additionally, a community open house on the Comprehensive Plan update is scheduled on Wednesday, January 31, 2024 at 7 p.m. at the Fire Station Training Room with a remote option available as well.

**2024 LONG RANGE
PLANNING WORK
PROGRAM:**

Manager Medrud reported the request is to schedule the proposed 2024 Long Range Planning Work Program on the Council's consent calendar at the January 16, 2024 meeting.

Manager Medrud invited any questions remaining unanswered from the joint City Council and Planning Commission worksession on December 12, 2023 on the work program.

Councilmember Dahlhoff asked whether it is realistic to receive an update on the conflicts surrounding the City's work on urban forestry amendments. Manager Medrud said he optimistically believes the City will complete the amendments this year. The next step in the process with the State Building Code Council is a public hearing on the proposed state amendments. In November, staff met with officials from the State Building Code Council and offered some specific recommendations regarding the map, defensible space, and several other issues. Following that discussion, Building Code Council members accepted the recommendations for further consideration. Following the Building Code Council's scheduled February 2024 public hearing on the code, staff should have more information regarding the City's recommended changes to the proposed amendments. The Building Code Council is scheduled to adopt the Wildland and Urban Interface Code in March, which has not been changed. By March, staff should have information on state requirements to enable staff to move forward on any proposed

**TUMWATER GENERAL GOVERNMENT COMMITTEE
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urban forestry amendments for the City.

MOTION:

Councilmember Dahlhoff moved, seconded by Councilmember Cathey, to recommend scheduling the annual work program for approval on the consent calendar at the January 16, 2024 City Council meeting. A voice vote approved the motion unanimously.

**CONTRACT WITH THE
STATE DEPARTMENT OF
COMMERCE FOR THE 2025
COMPREHENSIVE PLAN
PERIODIC UPDATE
MIDDLE HOUSING
PLANNING GRANT:**

Manager Medrud said the contract is one of three proposed contracts with the Department of Commerce to assist the City with the 2025 Comprehensive Plan Periodic Update. The first grant addresses middle housing specific to the Development Code. The grant amount is \$75,000 and enables staff to address recent state changes in state law for middle housing. The grant will assist the City in meeting state requirements for duplexes, triplexes, and quads, as well as other types of housing that would be allowed in all single-family neighborhoods based on recent changes by the Legislature.

Councilmember Dahlhoff asked whether the grant would afford an opportunity for the Council to address some concerns conveyed about tax incentives. Manager Medrud explained that the grant is focused only on details of the new regulations. In terms of other incentives, staff is aware of the need for some changes to ensure the incentives are easier to apply, such as housing and density bonuses for affordable housing. However, the multifamily tax exemption program merits a separate effort because the issue is much more complex.

Councilmember Cathey inquired as to any current resources dedicated to working on the multifamily tax exemption program. Manager Medrud advised that the program is currently active. The ordinance included a sunset date to end the program effective in 2026 unless the Council acts to continue the program. At this time, no staff resources have been scheduled to evaluate the program. Applications for the program are administered through the City's development process with the Council reviewing the contract for conditional approval. No applications have been submitted at this time. However, three existing projects that received conditional approval must be completed within a three-year period following approval. Two projects are nearing completion with the status of the third project uncertain at this time.

Councilmember Cathey said she was hoping for a Council discussion about the program because there are some strong feelings within the community concerning the program. Manager Medrud acknowledged the concern. Unfortunately, resources are

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dedicated to state mandated work items before undertaking a comprehensive review of the program.

Chair Althausen added that during the Council's upcoming retreat, an opportunity might arise during the Council's discussions on priorities and goals.

MOTION:

Councilmember Cathey moved, seconded by Councilmember Dahlhoff, to recommend placement of the contract on the January 16, 2024, City Council consent calendar to authorize the Mayor to sign the contract with the State Department of Commerce for the 2025 Comprehensive Plan Periodic Update Middle Housing Planning Grant. A voice vote approved the motion unanimously.

**CONTRACT WITH THE
STATE DEPARTMENT OF
COMMERCE FOR THE 2025
COMPREHENSIVE PLAN
PERIODIC UPDATE
PLANNING GRANT:**

Manager Medrud reported the second contract is specific for the periodic update of the Comprehensive Plan and affords more flexibility as to how the funds are utilized. The grant of \$125,000 is based on the size of the community. The funds will be utilized to fund the Transportation Plan update to offset the costs of a consultant for technical assistance and updates of data within the Economic Development Plan. Staff is scheduled to issue Request for Proposals for both consultants following the Council's approval of the contracts.

Manager Medrud reported the last contract is specific to climate change. Staff is working with the Department of Commerce on the details of the contract.

MOTION:

Councilmember Cathey moved, seconded by Councilmember Dahlhoff, to recommend placement of the contract on the January 16, 2024, City Council consent calendar to authorize the Mayor to sign the contract with the State Department of Commerce for the 2025 Comprehensive Plan Periodic Update Periodic Planning Grant. A voice vote approved the motion unanimously.

ADJOURNMENT:

With there being no further business, Chair Althausen adjourned the meeting at 8:34 a.m.

Prepared by Valerie L. Gow, Recording Secretary/President
Puget Sound Meeting Services, psmsoly@earthlink.net

TO: General Government Committee
FROM: Lisa Parks, City Administrator
DATE: February 14, 2024
SUBJECT: Selection of Committee Chair

1) Recommended Action:

Select a committee chair.

2) Background:

Following the appointment of Council committees, each committee must select a chair. Additionally, staff would request the Committee evaluate and either confirm or amend the meeting day and time. The General Government Committee currently meets at 8:00 a.m. on the second Wednesday of the month.

3) Policy Support:

VISION | MISSION | BELIEFS

Our Mission:

In active partnership with our community, we provide courageous leadership and essential municipal services to cultivate a prosperous economy, a healthy natural environment, vibrant neighborhoods, and a supportive social fabric.

4) Alternatives:

No process for selection is prescribed in the Council rules.

5) Fiscal Notes:

There is no fiscal cost associated with selecting the chair.

6) Attachments:

None.

TO: General Government Committee
 FROM: Brad Medrud, Planning Manager
 DATE: February 14, 2024
 SUBJECT: Interlocal Agreement between the City of Lacey, the City of Olympia, the City of Tenino, the City of Tumwater, City Yelm, Thurston County, and Thurston Regional Planning Council to Support Housing Element Updates

1) Recommended Action:

Place Interlocal Agreement on the February 20, 2024, City Council consent calendar to authorize the Mayor to sign the Interlocal Agreement between the City of Lacey, the City of Olympia, the City of Tenino, the City of Tumwater, City Yelm, Thurston County, and Thurston Regional Planning Council to Support Housing Element Updates.

2) Background:

On a ten-year cycle, the City is required to conduct a Growth Management Act periodic update of its Comprehensive Plan and related development regulations. For the current cycle, the City is required to complete work on the periodic update by June 30, 2025.

The Interlocal Agreement between the City of Lacey, the City of Olympia, the City of Tenino, the City of Tumwater, City Yelm, Thurston County, and Thurston Regional Planning Council to Support Housing Element Updates will allow the City of Tumwater to participate with other jurisdictions in the County in having the Thurston Regional Planning Council (TRPC) complete a land capacity analysis for housing in cities of Lacey, Olympia, Tenino, Tumwater, and Yelm, and Thurston County that meets regional needs for Comprehensive Plan updates due in 2025, and if necessary, facilitate a review and update to the housing allocations for the Thurston region completed in 2023.

3) Policy Support:

Goal LU-1: Ensure the Land Use Element is implementable and coordinated with all applicable City plans and the plans of other jurisdictions in the Thurston region.

Policy LU-1.14 Coordinate the Land Use Element with the strategies in the most recent version of the Thurston Climate Mitigation Plan.

4) Alternatives:

☐ None

5) Fiscal Notes:

The total cost to the City will be \$8,149 and will be paid for by the General Fund.

6) Attachments:

- A. Interlocal Agreement
- B. Scope of Work

Interlocal Agreement

Between the City of Lacey, the City of Olympia, the City of Tenino, the City of Tumwater, City of Yelm, Thurston County, and Thurston Regional Planning Council

To Support Housing Element Updates

THIS AGREEMENT is entered into as of the date of the last signature affixed hereto below between: the City of Lacey, a Washington municipal corporation, (hereinafter "LACEY"); the City of Olympia, a Washington municipal corporation, (hereinafter "OLYMPIA"); the City of Tenino, a Washington municipal corporation, (hereinafter "TENINO"); the City of Tumwater, a Washington municipal corporation, (hereinafter "TUMWATER"); the City of Yelm, a Washington municipal corporation, (hereinafter "YELM"); Thurston County, a Washington municipal corporation, (hereinafter "COUNTY"); and the Thurston Regional Planning Council, a state-designated council of governments and regional transportation planning organization, (hereinafter "TRPC"), collectively referred to as "the Parties."

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, populations, and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, in 2021, Washington State approved an amendment to RCW 36.70A.070(2), a section of the Growth Management Act (GMA), to instruct local governments to "plan and accommodate" for housing affordable to all income levels; and

WHEREAS, under this provision, housing elements must include an assessment and allocation of housing need for different income groups and must identify sufficient capacity of land for housing to meet that projected housing need; and

WHEREAS, pursuant to RCW 36.70A.130(5) all jurisdictions within Thurston County will need to review and revise their comprehensive plans by June 30, 2025, to address the new housing element requirements; and

WHEREAS, the Washington State Department of Commerce has created guidance and tools for assessing housing need and allocating housing units within a County; and

WHEREAS, LACEY, OLYMPIA, TUMWATER, YELM, and the COUNTY contracted with the Thurston Regional Planning Council (TRPC) in 2023, to design and facilitate a process to reach regional agreement on the housing allocation method and housing allocations; and are seeking continued support to complete a land capacity analysis, given TRPC's mission and staff expertise;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

I. Services Provided by TRPC

TRPC represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and certifications to perform the services set forth in this Agreement.

A description of the services to be performed by TRPC is set forth in Exhibit A Scope of Work, attached hereto and incorporated herein by reference.

TRPC will submit invoices, as applicable, in accordance with Exhibit A: Scope of Work for payment of completed work during the billing period, and not to exceed a total of \$52,000.

TRPC shall complete its work in accordance with the schedule agreed to by the Parties.

II. Funding and In-kind Commitment

- i. **Funding.** Each Party shall contribute a share of funding proportional to the total number of zoning districts within its jurisdiction, and which collectively is sufficient for the execution of the tasks and budget outlined in Exhibit A. The share of total funding will be determined as follows:
 - a. **Lacey** – 24%
 - b. **Olympia** – 25%
 - c. **Tenino** – 8%
 - d. **Tumwater** – 16%
 - e. **Yelm** – 10%
 - f. **Thurston County** – 17%
- ii. **In-kind Commitment.** LACEY, OLYMPIA, TENINO, TUMWATER, YELM, and THURSTON COUNTY shall allocate in-kind staff time to implement this Agreement. In-kind staff support includes, but is not limited to:
 - a. Staff participation in meetings identified in Exhibit A Scope of Work.
 - b. Staff review of Agreement materials.
 - c. Staff coordination with other relevant staff and elected officials from their jurisdiction on ILA products and outcomes.

III. Indemnification and Insurance

Each Party agrees to defend, indemnify, and hold the other Parties, their officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses, or suits including reasonable attorney's fees, arising out of or in connection with the indemnifying Party's performance of this Agreement, including injuries and damages caused by the negligence of the indemnifying Party's officers, officials, and employees.

The Parties agree to maintain liability insurance; this may be fulfilled by a party's membership and coverage in WCIA, a self-insured municipal insurance pool.

IV. No Separate Legal Entity Created

This Agreement creates no separate legal entity. No joint organization is created. No common budget is to be established. No personal or real property is to be jointly acquired or held.

V. Relationship of the Parties

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party. This Agreement is for the benefit of the Parties, and no third-party beneficiary relationship is intended.

VI. Duration of Agreement

This Agreement shall be effective on the date of the last signature affixed hereto and shall terminate on December 31, 2025, unless sooner terminated by the Parties as provided herein.

VII. Dispute Resolution

- a. Step One – Negotiation. In the event of a dispute concerning any matter pertaining to this Agreement, the Parties involved shall attempt to adjust their differences by informal negotiation. The Party perceiving a dispute or disagreement persisting after informal attempts at resolution shall notify the other Parties in writing of the general nature of the issues. The letter shall be identified as a formal request for negotiation and it shall propose a date for representatives of the Parties to meet. The other Parties shall respond in writing within ten (10) business days. The response shall succinctly and directly set out that Party's view of the issues or state that there is no disagreement. The Parties shall accept the date to meet or shall propose an alternate meeting date not more than ten (10) business days later than the date proposed by the Party initiating dispute resolution. The representatives of the Parties shall meet in an effort to resolve the dispute. If a resolution is reached, the resolution shall be memorialized in a memorandum signed by all Parties, which shall become an addendum to this Agreement. Each Party will bear the cost of its own attorneys, consultants, and other Step One expenses. Negotiation under this provision shall not

exceed 90 days. If a resolution is not reached within 90 days, the Parties shall proceed to mediation.

- b. Step Two – Mediation. If the dispute has not been resolved by negotiation within ninety (90) days of the initial letter proposing negotiation, any Party may demand mediation. The mediator shall be chosen by agreement. Each Party will bear the cost of its own attorneys, consultants, and other Step Two expenses. The parties to the mediation will share the cost of the mediator. A successful mediation shall result in a memorandum agreement, which shall become an addendum to this Agreement. Mediation under this provision shall not exceed 90 days. If the mediation is not successful within 90 days, the Parties may proceed to litigation.
- c. Step Three – Litigation. Unless otherwise agreed by the Parties in writing, Step One and Step Two must be exhausted as a condition precedent to filing of any legal action. A Party may initiate an action without exhausting Steps One or Two if the statute of limitations is about to expire and the Parties cannot reach a tolling agreement, or if either Party determines the public health, safety, or welfare is threatened.

VIII. Amendments

This Agreement may be amended only by written agreement executed in accordance with chapter 39.34 RCW.

IX. Termination of Agreement

This Agreement may be terminated upon mutual agreement of the Parties. Any party may withdraw upon thirty (30) days written notice to the other Parties.

X. Interpretation and Venue

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The Parties hereby agree that venue for enforcement of any provisions shall be the Superior Court of Thurston County.

XI. Entire Agreement

This Agreement sets forth all terms and conditions agreed upon by the Parties and supersedes all prior agreements oral or otherwise with respect to the specific subject matter addressed herein.

XII. Recording

Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the Parties' websites as provided by RCW 39.34.040.

GMA Housing Element Support ILA
01/12/2024

XIII. Counterparts

This Agreement may be executed in counterparts, and all such counterparts once so executed shall together be deemed to constitute one final agreement, as if one document had been signed by all Parties, and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding on the Parties. A faxed or email copy of an original signature shall be deemed to have the same force and effect as the original signature. A Party may sign by digital or electronic signature, which signature shall be effective as permitted by law.

XIV. Notice

Any notice required under this Agreement shall be to the party at the address listed below and it shall become effective three days following the date of deposit with the United States Postal Service.

CITY OF LACEY

Attn: Grant Beck, Planning and Development Services Manager
Re: GMA Housing Element Support
420 College Street SE
Lacey, WA 98503

CITY OF OLYMPIA

Attn: Leonard Bauer, Community Planning and Development Director
Re: GMA Housing Element Support
P.O. Box 1967
Olympia, WA 98507-1967

THURSTON COUNTY

Attn: Ashley Arai, Community Planning Manager
Re: GMA Housing Element Support
3000 Pacific Avenue SE
Olympia, WA 98501

CITY OF TENINO

Attn: Dan Penrose, SCJ Alliance
Re: GMA Housing Element Support
149 Hodgden Street
South Tenino, WA 98589

CITY OF TUMWATER

Attn: Brad Medrud, Planning Manager
Re: GMA Housing Element Support
555 Israel Road SW
Tumwater, WA 98501

CITY OF YELM

Attn: Gary Cooper, Planning and Building Manager

GMA Housing Element Support ILA
01/12/2024

Re: GMA Housing Element Support
106 Second Street SE
Yelm, WA 98597

THURSTON COUNTY

Attn: Ashley Arai, Community Planning Manager
Re: GMA Housing Element Support
3000 Pacific Avenue SE
Olympia, WA 98501

THURSTON REGIONAL PLANNING COUNCIL

Attn: Michael Ambrogi, Senior Planner
Re: GMA Housing Element Support
2411 Chandler Court SW
Olympia, WA 98502

XV. Waiver

A failure by a Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party and attached to the original Agreement.

XVI. Severability

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

I. Records Retention and Audit

During the progress of the work and for a period not less than six (6) years from the completion of the tasks set forth herein, the records and accounts pertaining to the work and accounting therefore are to be kept available for inspection by any Party and the Federal and State Government and copies of all records, accounts, documents, or other data pertaining to the work will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the 6-year retention period.

This Agreement is hereby entered between the Parties and it shall take effect on the date of the last authorizing signature affixed hereto:

GMA Housing Element Support ILA
01/12/2024

[Signatures are affixed to next pages.]

GMA Housing Element Support ILA
01/12/2024

GOVERNMENT AGENCY EXECUTIVE

CITY OF LACEY
420 College Street SE
Lacey, WA 98503

Rick Walk, City Manager

Date: _____

APPROVED AS TO FORM

David Schneider, City Attorney

GMA Housing Element Support ILA
01/12/2024

GOVERNMENT AGENCY EXECUTIVE

CITY OF OLYMPIA
601 4th Ave East
Olympia, WA 98501

Steven J. (Jay) Burney, City Manager

Date: _____

APPROVED AS TO FORM

Michael Young, Deputy City Attorney

GMA Housing Element Support ILA
01/12/2024

GOVERNMENT AGENCY EXECUTIVE

CITY OF TENINO
149 Hodgen Street
South Tenino, WA 98589

David Watterson, Mayor

Date: _____

APPROVED AS TO FORM

Rick Hughes, City Attorney

GMA Housing Element Support ILA
01/12/2024

GOVERNMENT AGENCY EXECUTIVE

CITY OF TUMWATER

555 Israel Road SW
Tumwater, WA 98501

Debbie Sullivan, Mayor

Date: _____

APPROVED AS TO FORM

Karen Kirkpatrick, City Attorney

GMA Housing Element Support ILA
01/12/2024

GOVERNMENT AGENCY EXECUTIVE

CITY OF YELM

106 Second Street SE
Yelm, WA 98597

Todd Stancil, City Administrator

Date: _____

APPROVED AS TO FORM

Brent Dille, City Attorney

GMA Housing Element Support ILA
01/12/2024

GOVERNMENT AGENCY EXECUTIVE

THURSTON COUNTY

3000 Pacific Avenue SE
Olympia, WA 98501

Robin Campbell, Acting County Manager

Date: _____

APPROVED AS TO FORM

Jon Tunheim, Prosecuting Attorney

GMA Housing Element Support ILA
01/12/2024

GOVERNMENT AGENCY EXECUTIVE

THURSTON REGIONAL PLANNING COUNCIL

2411 Chandler Court SW
Olympia, WA 98502

Marc Daily, Executive Director

Date: _____

GMA Housing Land Capacity Analysis – Exhibit A, TRPC Scope of Work
FINAL – 1/12/2024

Exhibit A

TRPC Scope of Work

This document includes a proposed scope of work for the Thurston Regional Planning Council (TRPC) to complete a land capacity analysis for housing in cities of Lacey, Olympia, Tenino, Tumwater, and Yelm, and Thurston County that meets regional needs for Comprehensive Plan updates due in 2025, and if necessary, facilitate a review and update to the housing allocations for the Thurston region completed in 2023.

Project Assumptions:

- Project partners include the cities of Lacey, Olympia, Tenino, Tumwater, Yelm, and Thurston County. Project partners will allocate staff time to participate in scheduled meetings, review draft materials, and coordinate with relevant staff and elected officials for their jurisdiction.
- The land capacity analysis will be developed to be consistent with RCW 36.70A.070(2)(c) and guidance developed by the Washington State Department of Commerce.
- TRPC will use the housing allocations developed by the project partners in 2023 unless project partners choose to revisit and revise those allocations as a part of this project (Optional Task 4).
- TRPC will use the land capacity reported in the 2021 Buildable Lands Report (Appendix III), including TRPC's method for estimating ADUs. Data may be retabulated to account for recent annexations, but the underlying model will not be substantially updated.
- Project partners have determined they do not need an Emergency Housing land capacity analysis.
- TRPC will develop a standard presentation of land capacity results for policymakers, but will not participate in any presentations.

Tasks	Description
Task 1	1.1 Project Management <ul style="list-style-type: none"> • Prepare monthly invoices, ensure project objectives are met, oversee adherence to schedule and budget, and ensure timely delivery of project deliverables.
Deliverables	<ul style="list-style-type: none"> • Monthly invoices and project updates
Task 2	Land Capacity Analysis 2.1 Initial Land Capacity and Classification <ul style="list-style-type: none"> • Review existing land supply forecast and summarize land capacity by zone. • Calculate additional capacity for ADUs on developed lots using TRPC method. • Develop an initial classification of zones by allowed housing types and density level. • Meet with planning staff from each project partner to review and revise classification (6 meetings) • Update zoning classifications and initial land capacity

GMA Housing Land Capacity Analysis – Exhibit A, TRPC Scope of Work
FINAL – 1/12/2024

Tasks	Description
	<p>2.2 Assess Housing Affordability and Housing Types by Zone</p> <ul style="list-style-type: none"> Relate zone categories to housing types and income levels, using tables provided in guidance document from the Department of Commerce. Update zoning classifications developed in Task 2 as needed. <p>2.3 Land Capacity Analysis by Housing Need</p> <ul style="list-style-type: none"> Compare projected housing needs to capacity and zoning classifications, and identify whether there are any deficits. <p>2.4 Partner Coordination and Review</p> <ul style="list-style-type: none"> Facilitate 2-3 meetings of project partner staff to confirm direction and review materials. <p>Potential agendas for meetings include:</p> <p>Meeting 1</p> <ul style="list-style-type: none"> Review project expectations and schedule Review initial land capacity classifications Review initial affordability levels by zone Get consensus on methods <p>Meeting 2</p> <ul style="list-style-type: none"> Overview of Meeting 1 Present initial land capacity analysis Identify need for actions to address any deficits, such as changes to zoning or changes to housing need allocations. <p>Meeting 3 (optional)</p> <ul style="list-style-type: none"> Overview of previous meetings Present revised land capacity analysis, based on changes identified in previous meetings. Identify any further actions to address remaining housing need deficits or changes to housing need allocations.
Deliverables	<ul style="list-style-type: none"> Draft summary of land capacity and classification Draft table showing relationship between zoning categories, housing types, and income levels Meeting agendas and summaries
Task 3	<p>3.1 Draft and Final Deliverables – Land Capacity Analysis</p> <ul style="list-style-type: none"> Prepare final tables and figures for presentation. Prepare draft and final PowerPoint presentation of process and process outcomes.

GMA Housing Land Capacity Analysis – Exhibit A, TRPC Scope of Work
FINAL – 1/12/2024

Tasks	Description
	<ul style="list-style-type: none"> • Prepare draft and final technical memo documenting land capacity methodology and results, including land capacity for each project partner.
Deliverables	<ul style="list-style-type: none"> • Draft and final PowerPoint slides (6) • Draft and final technical memo (1)
Task 4	<p>Housing Need Allocation Update This task applies if the project partners identify a need to revisit and revise the housing need allocation method completed in 2023.</p> <p>4.1 Allocation Updates</p> <ul style="list-style-type: none"> • Facilitate up to 3 additional meetings of project partner staff. TRPC will invite representatives from Tenino, Rainier, and Bucoda to participate. • Run updated housing allocation methods identified in Task 2. • Revise land capacity analysis to address deficits. <p>4.2 Revised Housing Allocation final deliverables</p> <ul style="list-style-type: none"> • Prepare revised tables and figures for jurisdiction presentations. • Prepare updated technical memo.
Deliverables	<ul style="list-style-type: none"> • Meeting agendas and summaries • Revised Housing Need Allocation technical memo
Task 5	<p>5.1 Countywide Planning Policies Review Scope of Work Develop a scope of work and schedule for updates to the County Wide Planning Policies to ensure consistency and alignment with housing element reviews.</p> <ul style="list-style-type: none"> • Facilitate 1-2 meetings of project partner staff (may overlap with other meetings) • Draft scope and schedule • Update scope based on partner feedback
	<ul style="list-style-type: none"> • CWPP Update Scope of Work

GMA Housing Land Capacity Analysis – Exhibit A, TRPC Scope of Work
FINAL – 1/12/2024

Budget

- Costs to complete the work included in this scope of work will be divided proportionally among the six partner jurisdictions according to each jurisdiction's total number of zoning districts.

Staff	Billing Rate	Task 1 (hours)	Task 2 (hours)	Task 3 (hours)	Task 4 (hours)	Task 5 (hours)	Cost
Senior Planner (PM)	\$78.44	42	160	90	55	5	\$27,611
Planning Manager	\$93.64	5	20	8	15	10	\$5,618
Office Specialist	\$23.00		11				\$536
Subtotal							\$33,766
Indirect Costs 0.54							\$18,234
Total Cost							\$52,000

Cost Per Partner

Jurisdiction	Zoning Districts	Percent of Total Zoning Districts	Cost Per Partner
Lacey	32	24%	\$12,418
Olympia	33	25%	\$12,806
Tenino	11	8%	\$4,269
Tumwater	21	16%	\$8,149
Yelm	14	10%	\$5,433
Thurston Co	23	17%	\$8,925
TOTAL	134		\$52,000

GMA Housing Land Capacity Analysis ILA – Exhibit A, TRPC Scope of Work
FINAL – 01/12/2024

Schedule

- Timing of tasks dependent on when agreement fully executed. Draft schedule assumes new ILA is approved by the end of January 2024.
- Schedule assumes jurisdictions opt for more simple approach to assessing housing affordability and types by zone and emergency housing, and do not have multiple iterative changes to land capacity analysis throughout Comprehensive Plan update processes. Additional complexity will extend the schedule.

Housing Land Capacity Analysis

Draft: 1/3/2024

D= Draft; X = Final

Task 1 - Project management

Task 2 - Land Capacity Analysis

Initial summary by zone
Meet with planning staff (5 meetings)
Initial land capacity
Assess housing affordability and types by zone (simple)
Emergency Housing (simple)
Land capacity analysis
Partner coordination meetings (3)

Task 3 - Draft and Final Deliverables

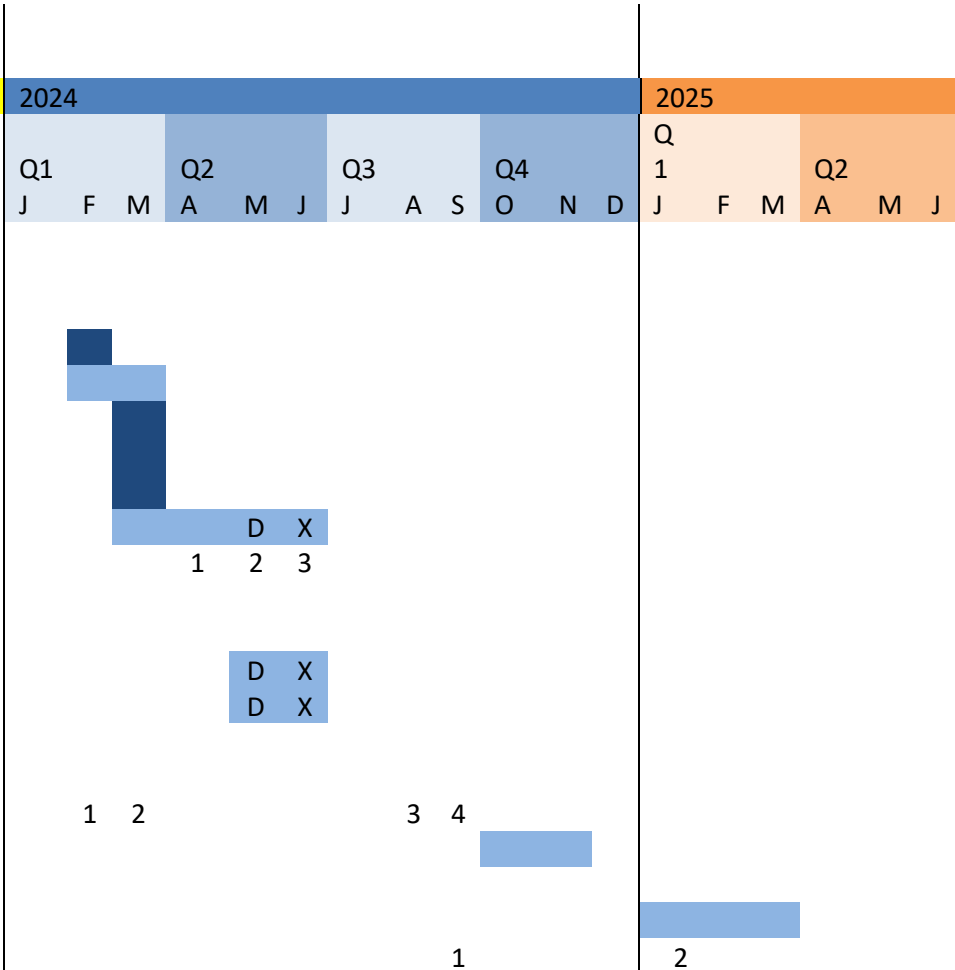
Presentations (5)
Technical memo (1)

Task 4 - Housing Allocation Update

Allocation meetings (4)
Updated deliverables

Task 5 - Countywide Planning Policies Scope

Partner meetings



TO: General Government Committee
FROM: Erika Smith-Erickson, Housing and Land Use Planner and Brad Medrud, Planning Manager
DATE: February 14, 2024
SUBJECT: 2025 Comprehensive Plan Periodic Update – Community Outreach

1) Recommended Action:

This is a discussion item about community outreach for the 2025 Comprehensive Plan periodic update.

2) Background:

On a ten-year cycle, the City is required to conduct a Growth Management Act periodic update of its Comprehensive Plan and related development regulations. For the current cycle, the City is required to complete work on the periodic update by June 30, 2025. Work on the periodic update started last fall.

The updated Comprehensive Plan will address diversity, equity, and inclusion throughout the Plan. [2025 Comprehensive Plan Update | City of Tumwater, WA](#) contains links to guidance material and information about the update.

The intent of this work session is to give the General Government Committee a status report on community outreach activities for the Update as guided by the Community Engagement Plan.

3) Policy Support:

Comprehensive Plan Policy LU-1.3 – Engage in planning on a neighborhood level with residents of the City (Reference Appendix A: Neighborhood Appendix).

4) Alternatives:

☐ None.

5) Fiscal Notes:

None.

6) Attachments:

A. Presentation

Status of Community Outreach for the 2025 Comprehensive Plan Update

*Balancing Nature and Community:
Tumwater's Path to Sustainable Growth*



General Government Committee – February 14, 2024

Intent

- Present a status report on community outreach activities for the update process
- Outline activities that will be coming up in 2024



Community Outreach

Guided by the Community Engagement Plan, City staff has started the process of engaging and consulting with the community and stakeholders about the 2025 Comprehensive Plan periodic update



Community Engagement Process

The objective of the community engagement process is to provide the community and stakeholders with meaningful opportunities to participate in the Comprehensive Plan periodic update throughout the process

The Community Engagement Plan identifies tactics, strategies, and platforms to inform and consult the community and stakeholders throughout the periodic update

The community engagement process is flexible and will change to take advantage of events and opportunities that may arise



Periodic Update Process



Project Web Site

Balancing Nature & Community

Tumwater's Path to Sustainable Growth

Every ten years, the City is required by the state to conduct a periodic update of its Comprehensive Plan and related development regulations to ensure that they comply with the Growth Management Act and respond to changes in the City.

GET INVOLVED	+
PROJECT SCHEDULE	+
PUBLIC ENGAGEMENT	+
CITY MEETINGS	+
DRAFT ELEMENTS	+
GUIDANCE DOCUMENTS	+
CITY PRESENTATIONS	+
CITY PUBLIC ENGAGEMENT	+
CITY STAFF REPORTS	+

All documents related to the periodic update are located on the [City's periodic update webpage](#), including:

- Information on all meetings
- State guidance materials
- Drafts of the Elements as they are prepared
- Staff reports and presentations

First Community Survey

- The first online survey was made available in November 2023
- Over 22,000 postcards were mailed out, in addition to notices on the City's webpage and social media platforms
- Over 800 responses have been received so far
- The first survey closes February 14, 2024



Open Houses and Community Conversations



- Open houses and community conversations allow City staff to engage and consult with the community
- The first hybrid community open house was held January 31, 2024, at 7:00 p.m.



First Open House Agenda

7:00 p.m. – Introductions to the open house process and staff

7:05 p.m. – First poll and presentation by staff on the update process

7:40 p.m. – Second poll and start of the community conversation with questions in person and online

8:50 p.m. – Summary and close



Attendees

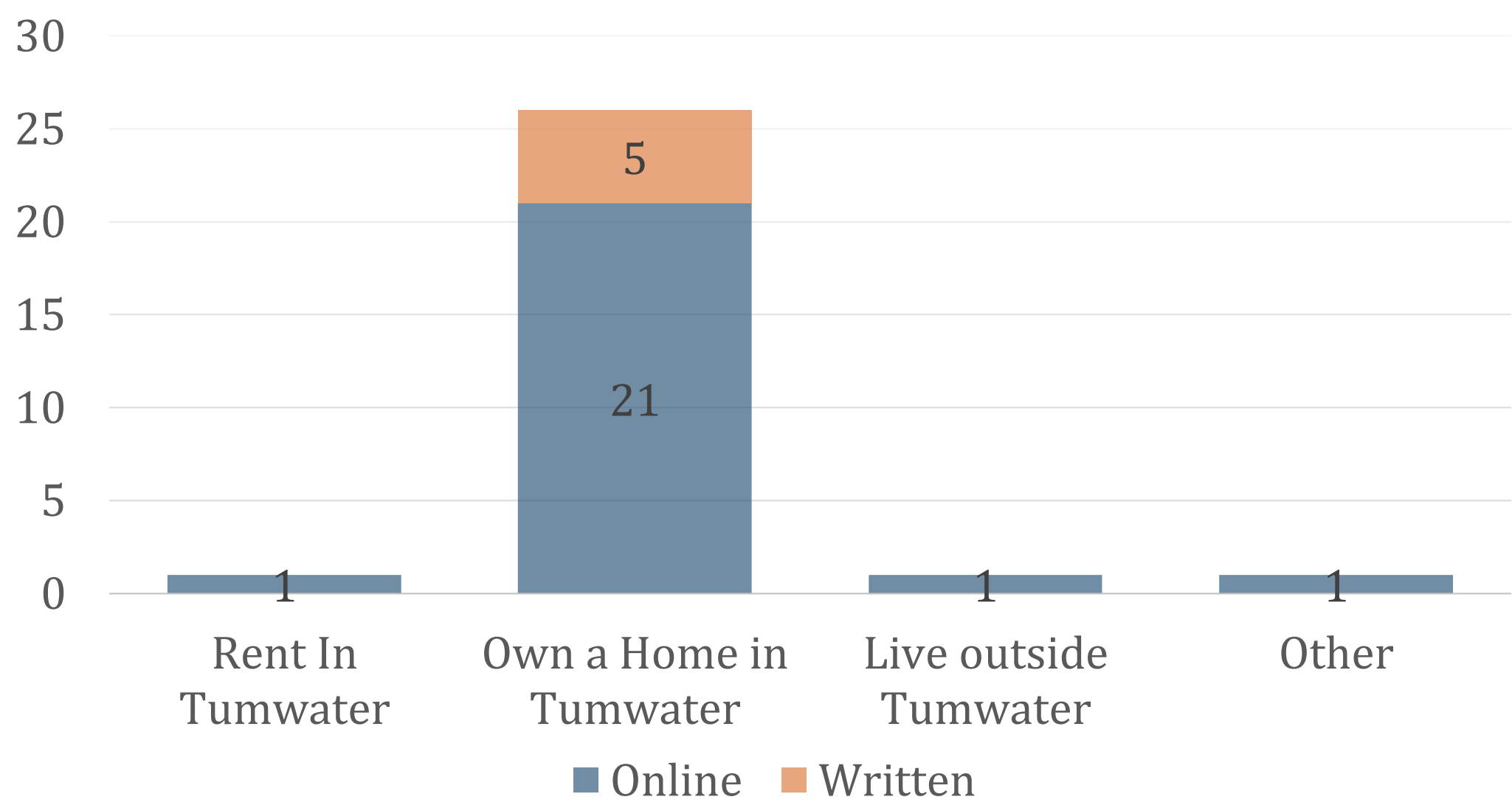
16 community members virtual

43 community members in person

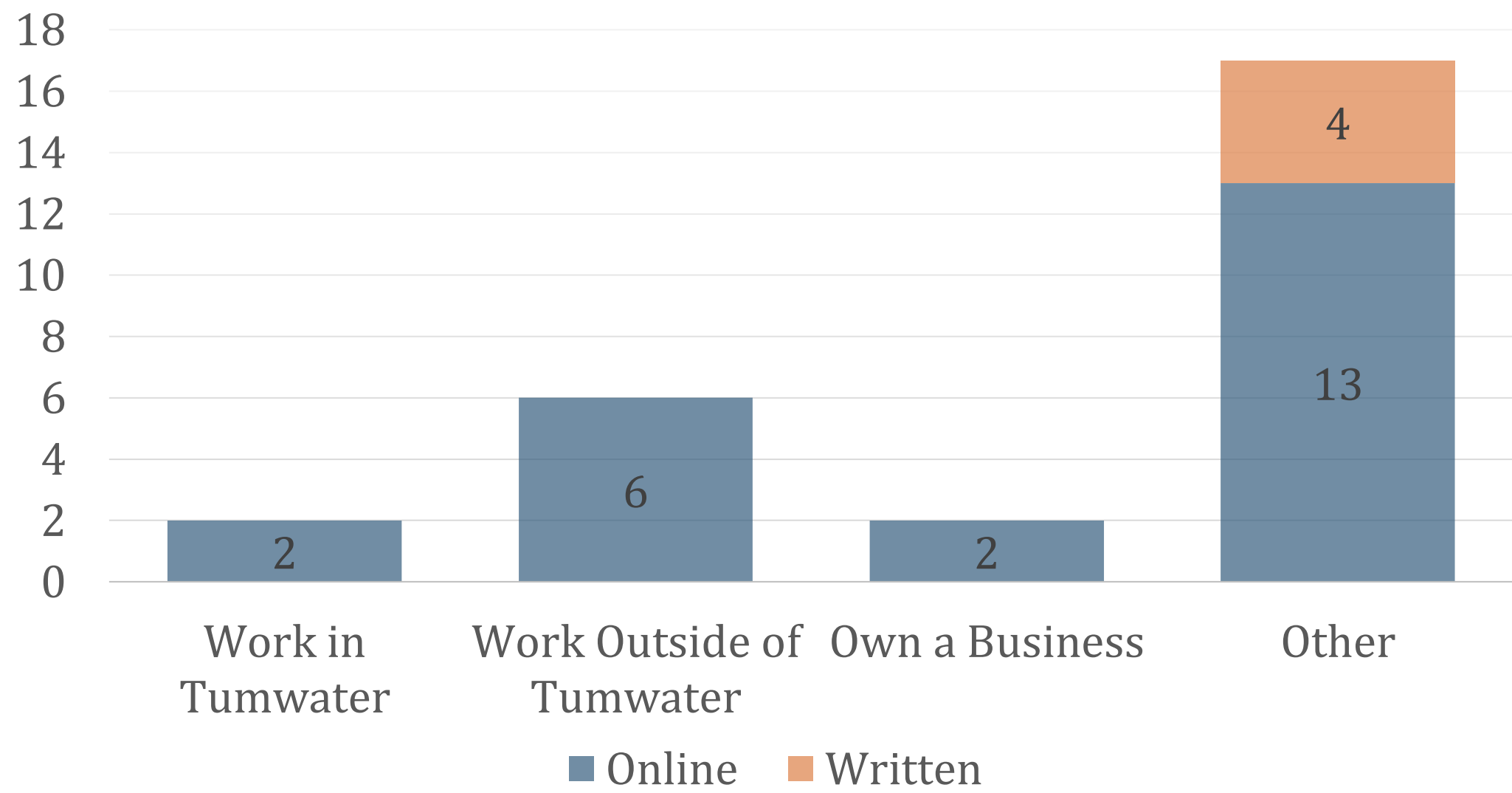
7 staff



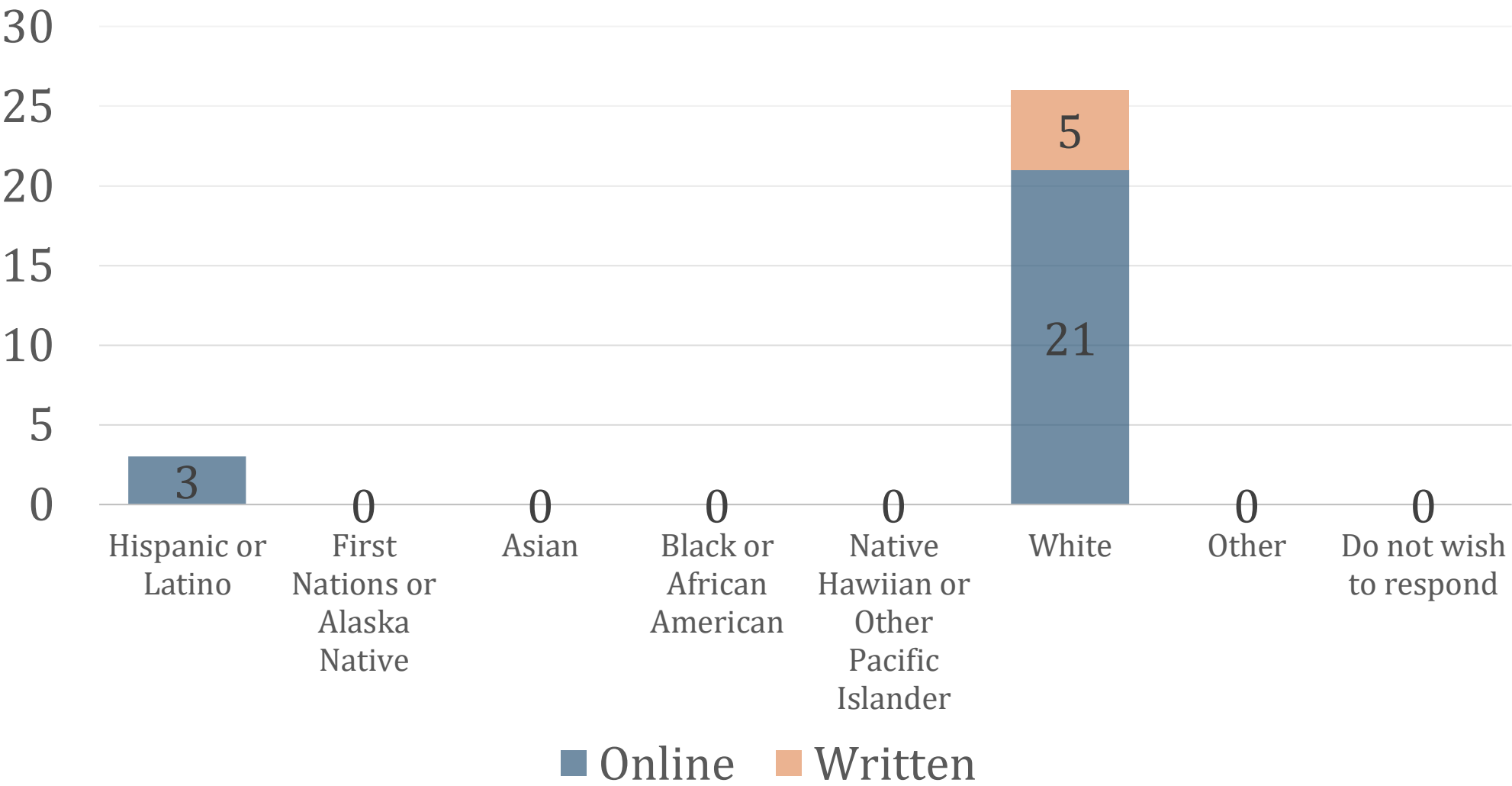
Where Do You live?



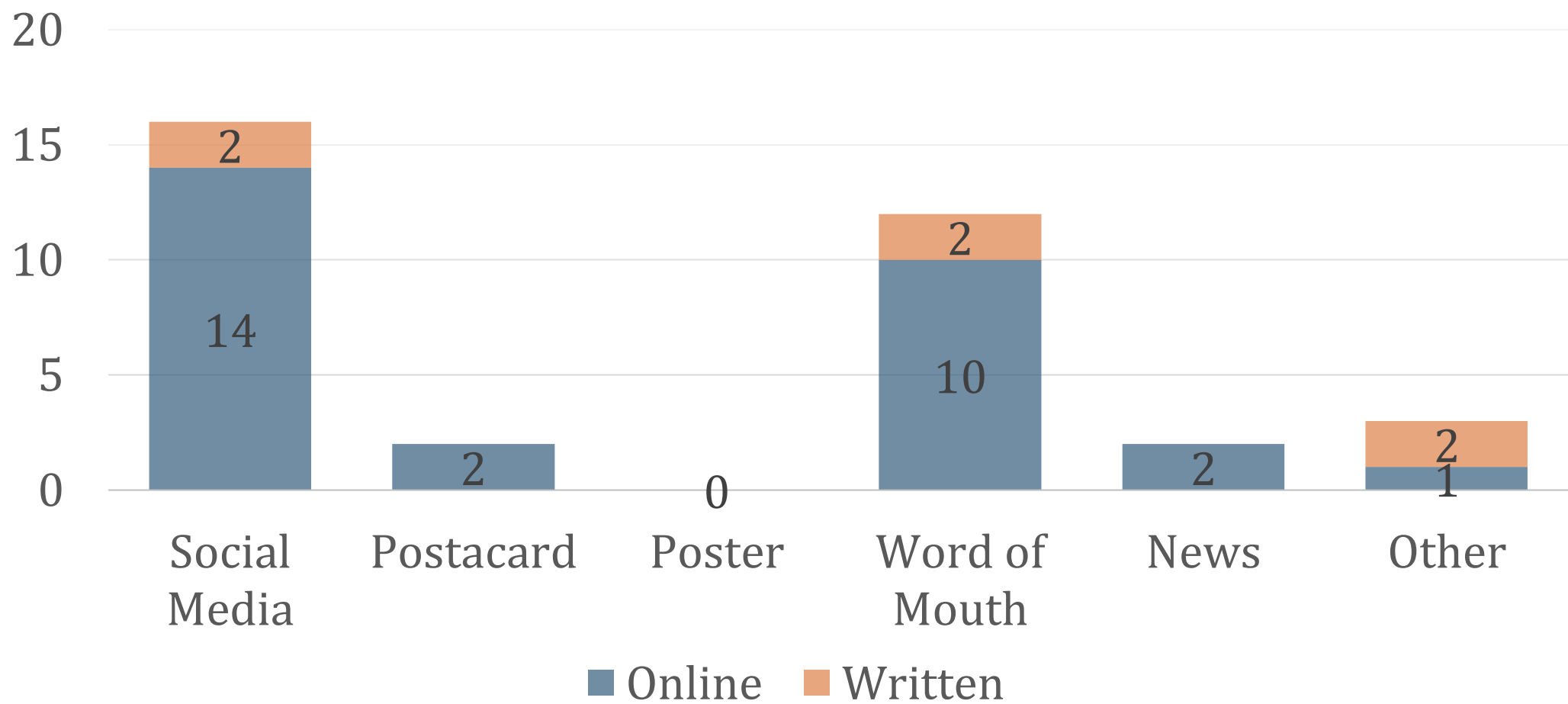
Where Do You Work?



What is Your Race and Ethnicity?



How Did You Hear About This Event?



Other responses included next-door app, a schoolteacher, senior center, and City staff



Questions Asked by Attendees

Are more essential facilities like schools and social services being proposed?

When will the survey results be posted?

Is the City trying to attract specific businesses or identify any that are lacking?

How will affordable housing be provided for future generations?

How can I be more involved with the housing challenges in our community?

How were housing projections determined?



Questions Asked by Attendees

How will density, land use, and zoning designations change?

How will the E-Street extension project be addressed?

Will old or unused sites be considered for redevelopment?

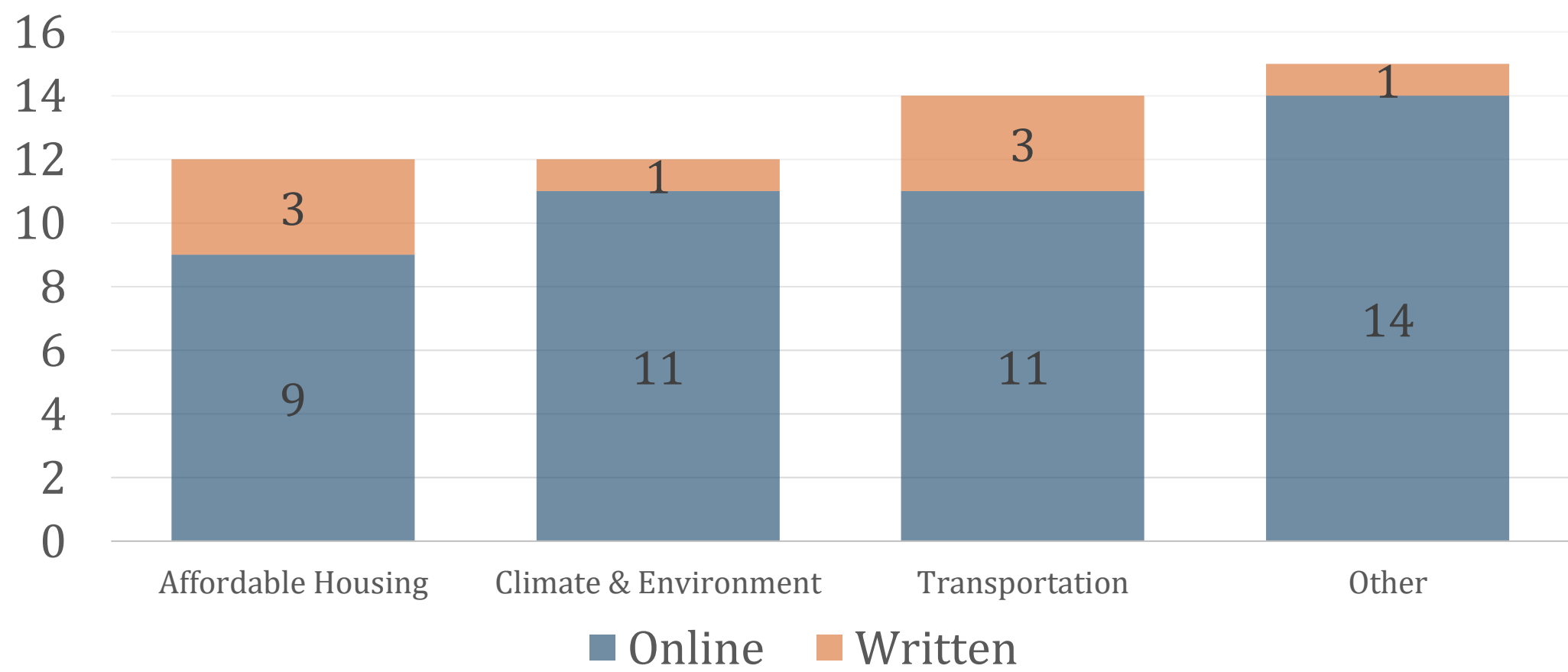
What are steps can be taken to address the housing crisis?

How do we create walkable neighborhoods and needed sidewalks?

How do we fund housing, services, essential facilities, and social services?

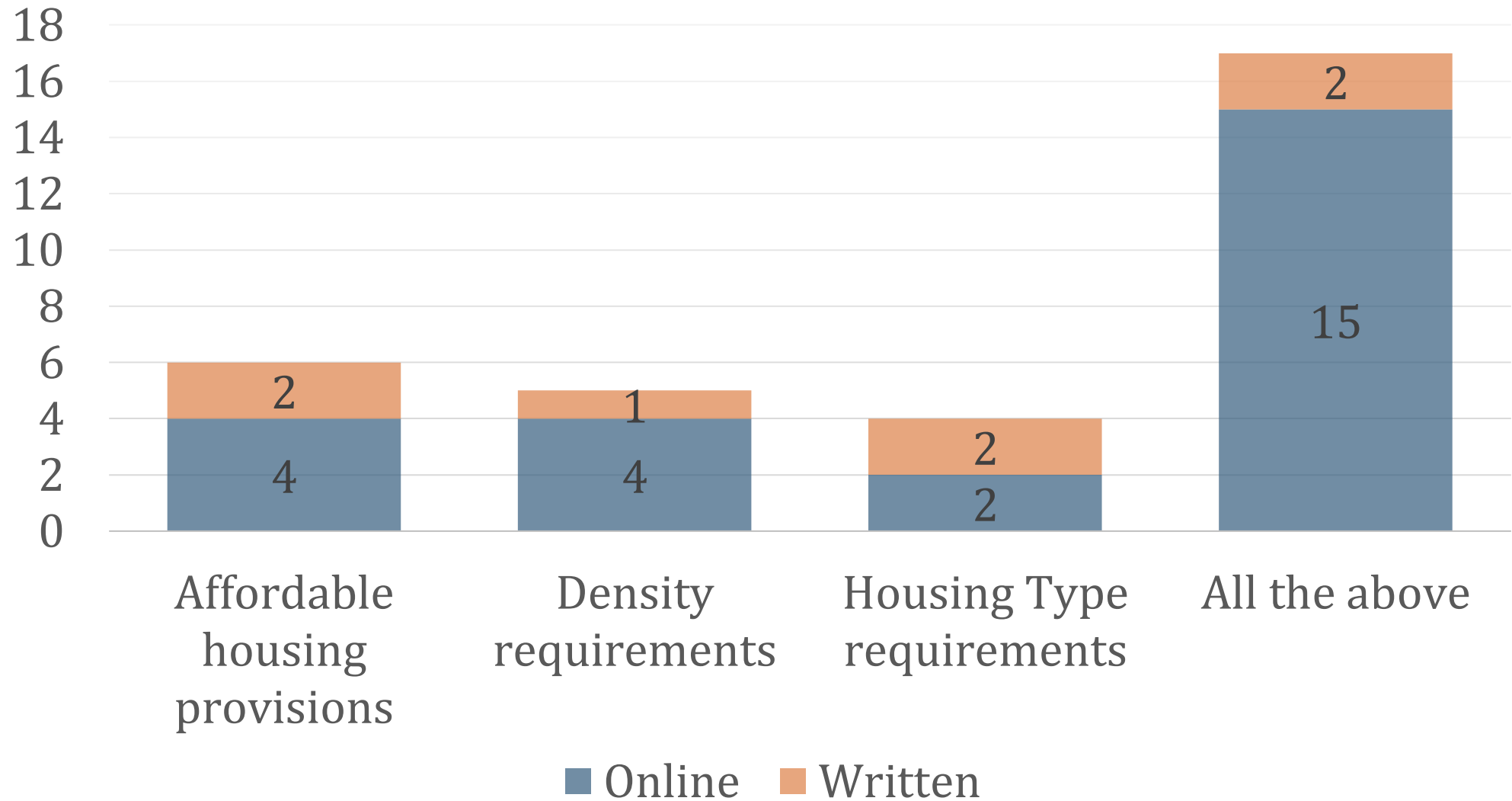


What Topics Do You Want to Learn About?

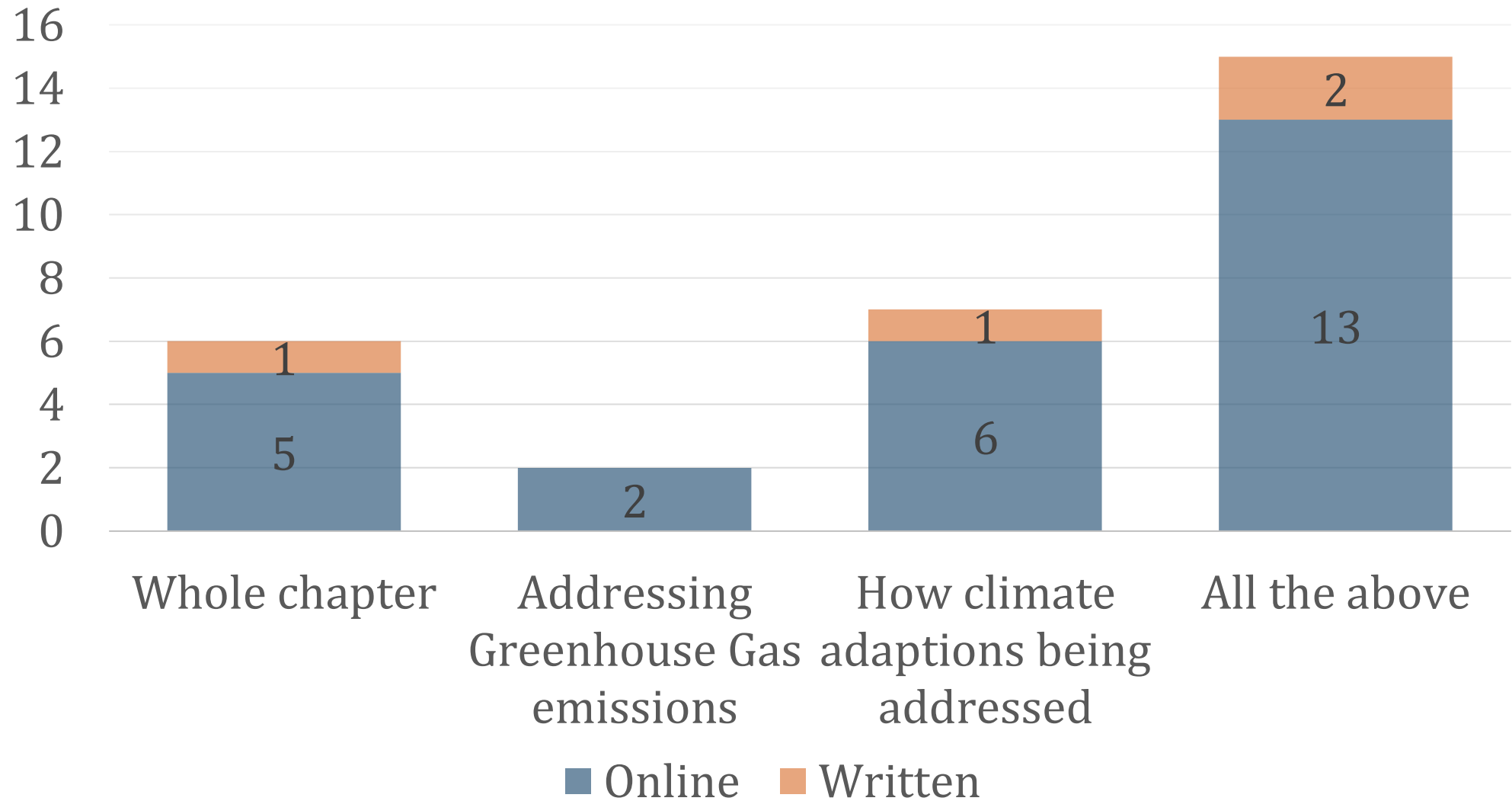


One vote for other specified growth as a topic

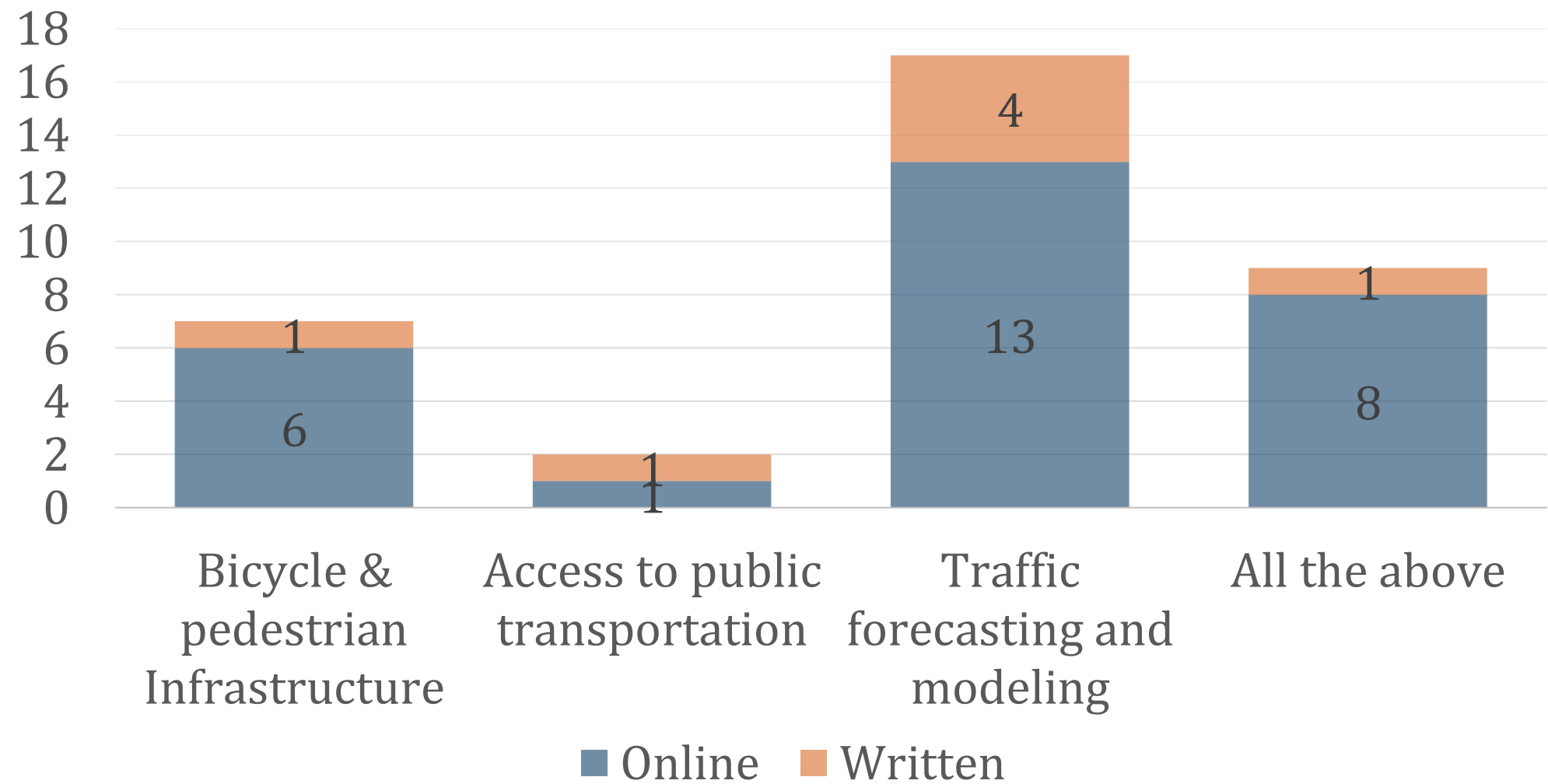
What Housing Issues Do You Want To Learn About?



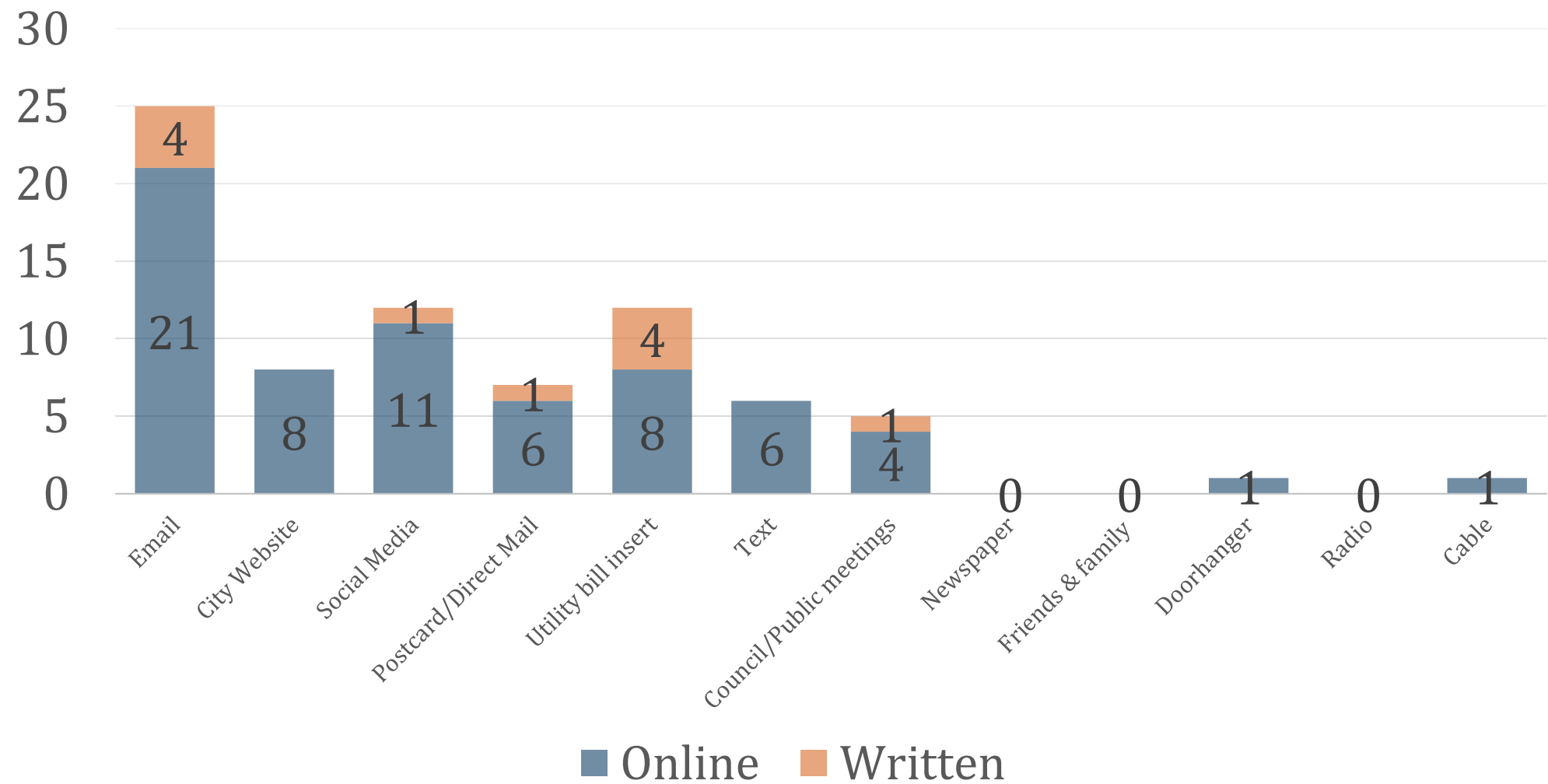
What Climate Issues Do You Want To Learn About?



What Transportation Issues Do You Want To Learn About?



Preferred Way To Find Out About Future Conversations?



Update Phases

Phase 1 – 2024-25 – Community Engagement

- Data Collection
- Review of Existing Plan Elements, Development Code, and State Requirements
- Community Engagement – Website, Social Media, Community Survey, and Open Houses

Phase 2 – 2024 – Plan Development

- Open Houses on specific topics such as housing, climate, and transportation
- Planning Commission and City Council meeting on proposed amendments

Phase 3 – 2025 – Legislative Adoption Process

- Planning Commission review and public hearing(s)
- City Council review and approval



Ongoing Updates

- Staff will update the City Council and Planning Commission on the community engagement effort throughout the periodic update
- The community will be notified of key meetings and open houses via the periodic update webpage, social media, Tumwater On-Tap e-newsletter, and City email contact list

Submitting Comments or Questions

Written comments or questions are welcome at any time during the periodic update process

- The periodic update email is compplan@ci.tumwater.wa.us
- City of Tumwater Contact:

Brad Medrud, AICP
City of Tumwater Planning Manager
Community Development Department
555 Israel Road SW
Tumwater, WA 98501
Phone: 360-754-4180
Email: bmedrud@ci.tumwater.wa.us



TO: General Government Committee
 FROM: Brad Medrud, Planning Manager
 DATE: February 14, 2024
 SUBJECT: Interlocal Agreement between the City of Tumwater and the Port of Olympia for the Bush Prairie Habitat Conservation Plan (HCP) Amendment No. 3

1) Recommended Action:

Recommend that the City Council add the amended Interlocal Agreement between the City of Tumwater and the Port of Olympia for the Bush Prairie Habitat Conservation Plan (HCP) Amendment No. 3 to the consent agenda for approval at their February 20, 2024 meeting.

2) Background:

The streaked horned lark, the Olympia pocket gopher, and the Oregon spotted frog were listed for protection under the federal Endangered Species Act (ESA) in 2013, 2014, and 2016, respectively. The Oregon vesper sparrow is not federally listed under the ESA yet, but it is anticipated to be listed in the future. All four species occur within the City.

Under the ESA, the U.S. Fish and Wildlife Service (USFWS) may issue an incidental take permit to private and public landowners to allow for limited “take” of these species. One of the requirements for an incidental take permit to be issued is that USFWS approve a habitat conservation plan.

Working together with the Port of Olympia, a large group of stakeholders, and consultants, the City is preparing the Bush Prairie HCP to identify appropriate mitigation for impacts to the three endangered prairie species, as well as the Oregon spotted frog. The HCP will allow City and Port operations and maintenance, as well as public and private development to occur in some areas frequented by endangered species, in exchange for the development of contiguous mitigation sites that offset any impacts.

The goal of the HCP is to allow responsible growth to occur in the City, as required under the state Growth Management Act, while providing superior species protection over what the ad-hoc, case-by-case federal permitting approach currently provides. It is the intent of the HCP to cover all development actions by private and public landowners that require municipal approvals.

The City and Port approved an Interlocal Agreement in 2016 to prepare the Bush Prairie HCP.

The General Government Committee was briefed on the original proposed Interlocal Agreement between the City of Tumwater and the Port of Olympia for the Bush Prairie Habitat Conservation Plan (HCP) Amendment No. 3 on November 3, 2023 and the Council approved the original version of the amendment on November 21, 2023.

Following the Council approval of the amendment, the Port of Olympia staff proposed additional modifications to the amendment. City staff reviewed the proposed modifications and agreed to take the modified amendment back through the Council approval process.

The amendment includes additional language to address the Phase 3 and 4 and future

grants and extends the agreement to 90 days after USFWS approval of the HCP and City Council acceptance of the incidental take permit or December 31, 2028, whichever comes first.

All other terms and conditions of the Interlocal Agreement modified by Amendment No. 3 would remain in full force and effect.

The Port of Olympia Commission approved the amendment at their January 22, 2024 meeting.

3) Policy Support:

Comprehensive Plan Conservation Element Goal C-1: Recognize the significant role played by natural features and systems in determining the overall environmental quality and livability of Tumwater.

Comprehensive Plan Conservation Element Policy C-2.16: Protect and preserve habitats for species, which have been identified as endangered, threatened, or sensitive by the state or federal government, giving "special consideration: to conservation or protection measures necessary to preserve or enhance anadromous fisheries.

4) Alternatives:

☐ None.

5) Fiscal Notes:

Work on this project is funded by federal grants and City general government funds.

6) Attachments:

A. Interlocal Agreement between the City of Tumwater and the Port of Olympia for the Bush Prairie Habitat Conservation Plan (HCP) Amendment No. 3

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

This Third Amendment ("Third Amendment") is dated effective this ___ day of February, 2024, 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. Section 8 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

E. The CITY and the PORT desire to amend the Agreement to continue the activities described in Section 1 of the Agreement, add additional activities, and extend the duration of 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 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 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;
- 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 HCP Phase 2;
- 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. Additionally, the HCP Phase 4 grant is anticipated to obligate the Parties to funding match obligations not to exceed \$90,000 per party. Future phase grants meeting the criteria listed in Paragraph G need not be incorporated into a subsequent formal amendments of this Agreement.
- I. 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

JH. It is expected upon approval of the HCP that incidental take permits under the ESA will be issued to both Parties.

2. Duration.

Section 2 of the Agreement shall be amended to extend the term of the Agreement, as follows:

The terms and performance of this Agreement shall commence after the approval by the governing body of each Party and following the recording of this Agreement with the Thurston County Auditor or posting of this Agreement on each Party's website as provided in RCW 39.34.040. This Agreement shall terminate ninety (90) days after issuance of an Incidental Take Permit by the U.S. Fish and Wildlife Service, indicative of U.S. Fish and Wildlife Service approval of the HCP, and subsequent City approval of revisions to applicable municipal codes regarding development related to an Incidental Take Permit~~upon USFWS approval of the joint HCP and the granting of associated incidental take permits to each Party~~ or December 31, 202~~83~~8, whichever occurs sooner.

3. 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
Debbie Sullivan, Mayor

PORT:

PORT OF OLYMPIA
606 Columbia Street NW
Olympia, WA 98501
Rudy Rudolph,
Interim Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:

Karen Kirkpatrick
Tumwater City Attorney

Rick Hughes
Port General Legal Counsel