

**FIRST AMENDMENT TO  
INTERLOCAL AGREEMENT BETWEEN  
THE PORT OF TACOMA  
AND  
THE CITY OF TACOMA  
REGARDING MUTUAL COOPERATION & SUPPORT FOR STORMWATER  
MANAGEMENT**

**THIS FIRST AMENDMENT** (the “First Amendment”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Port of Tacoma, a public port district organized under the laws of the State of Washington (hereafter, “Port”), and the City of Tacoma, a municipal corporation of the State of Washington (hereafter, “City”), each referred to individually as a “Party” and collectively as “the Parties,” in consideration of the mutual covenants contained herein.

**RECITALS**

**WHEREAS**, the Parties have a common interest in the proper management of stormwater to protect the water quality of Commencement Bay, its waterways, and other receiving waters in and around the City and Port; and

**WHEREAS**, the Port and the City each have a responsibility to comply with the terms and conditions of their respective NPDES Phase I Municipal Stormwater Permits (“MS4 Permit”) issued by the Department of Ecology; and

**WHEREAS**, the Parties recognize there is a mutual benefit in cooperating and coordinating the integration of certain MS4 Permit program elements to ensure better water quality in Commencement Bay, its waterways, and other receiving waters, and have a shared interest in exploring ways to create efficiencies and cost savings with regard to stormwater management; and

**WHEREAS**, in recognition of these interests and benefits, the Parties have entered into a series of interlocal agreements for mutual cooperation and support for stormwater management since September 2013; and

**WHEREAS**, the Parties entered into the current interlocal agreement (the “2020 Interlocal Agreement”) on September 24, 2020; and

**WHEREAS**, the 2020 Interlocal Agreement is set to expire on February 28, 2025; and

**WHEREAS**, the Parties wish to continue to work cooperatively in stormwater management; and

**WHEREAS**, the Parties are negotiating a new interlocal agreement to replace the 2020 Interlocal Agreement once it expires; and

**WHEREAS**, the new interlocal agreement may not be executed by the time the 2020 Interlocal Agreement expires.

**NOW, THEREFORE**, pursuant to the above recitals that are incorporated herein as if fully set forth below, and in consideration of the mutual promises, benefits, and obligations hereinafter set forth, the Parties agree as follows:

### **AGREEMENT**

1. **Extension of Term.** The 2020 Interlocal Agreement shall remain in effect through the date of August 31, 2025, unless extended by mutual agreement. The Parties may terminate the 2020 Interlocal Agreement earlier than August 31, 2025 by mutual agreement.
2. **No Other Amendments.** Except as amended by this First Amendment, all the terms and provisions of the 2020 Interlocal Agreement shall remain in full force and effect.
3. **First Amendment to Control.** In the event of any conflict between the terms and conditions set forth in the 2020 Interlocal Agreement and this First Amendment, the terms and conditions of this First Amendment shall control.
4. **Incorporation.** This First Amendment sets forth the entire and final agreement and understanding of the Parties with respect to the subject matter of this First Amendment.
5. **Amendments.** This First Amendment may not be modified or amended except by an instrument in writing executed by the Parties.
6. **Severability.** Should any word, phrase, clause, sentence, or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its applications of those provisions not so declared shall remain in full force and effect.
7. **Counterparts.** This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**SIGNATURES ARE ON NEXT PAGE**

**CITY OF TACOMA**

**PORT OF TACOMA**

By: \_\_\_\_\_  
Elizabeth Pauli  
Its: City Manager

By: \_\_\_\_\_  
Eric Johnson  
Its: Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

Approved as to form:

By: \_\_\_\_\_  
\_\_\_\_\_  
Its: Deputy City Attorney

By: \_\_\_\_\_  
Heather Burgess  
Its: General Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_