

**FIRST AMENDMENT
TO
INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF TUMWATER
AND
THE WASHINGTON DEPARTMENT OF TRANSPORTATION (GMB 1076)
FOR MAINTENANCE OF THE PALERMO TREATMENT LAGOON**

This First Amendment ("Amendment"), dated effective this ____ day of _____, 2023, is made and entered into by the City of Tumwater, a municipal corporation of the State of Washington ("CITY") and the Washington Department of Transportation, a governmental agency of the State of Washington ("WSDOT") individually the "Party" and collectively the "Parties."

- A. The Parties entered into Interlocal Agreement dated effective June 23, 2022.
- B. Section 5 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.
- C. The Parties desire to amend Section 3 of the Agreement to increase funding for the Work performed by the CITY.

NOW THEREFORE, pursuant to chapter 39.34 RCW the above recitals are incorporated herein as if fully set forth below, and in consideration of the mutual terms, provisions, and obligations contained herein, the Parties agree as follows:

- 1. Section 3 Payment (Funding/Costs/etc.) is hereby replaced in its entirety with the following:

WSDOT, in consideration of the faithful performance of the Work to be performed by the CITY, agrees to reimburse the actual direct and related indirect costs of the Work. The parties have estimated that the cost of accomplishing the Work herein will not exceed \$175,000. Payment for satisfactory performance of the Work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any Work that will cause the maximum payment to be exceeded. Costs shall include, but not be limited to the following"

- A. CITY will provide labor and other CITY resources necessary to manage and oversee the project.
 - B. WSDOT will pay all permit fees and third-party invoices for the removal and disposal of sediments. Costs subject to reimbursement shall include, but not be limited to, all permit fees and third-party invoices for the removal and disposal of sediments.
- 2. All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

Signatures of following page

CITY OF TUMWATER:

555 Israel Road SW
Tumwater, WA 98501

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

WASHINGTON STATE

DEPARTMENT OF TRANSPORTATION:

310 Maple Park Ave SE
Olympia, WA 98501

Signature

Printed Name: Pasco Bakotich III

Title: State Maintenance Engineer