

AMENDMENT NO. 1
MASTER INTERLOCAL AGREEMENT
BETWEEN LOTT CLEAN WATER ALLIANCE AND CITY OF OLYMPIA

This Amendment is entered into in duplicate originals on the date of the last authorizing signature affixed hereto in 2025 between the LOTT CLEAN WATER ALLIANCE, a 501(c)(3) corporation acting as a public agency to provide wastewater resource management services (hereinafter "LOTT") and the CITY OF OLYMPIA, a municipal corporation (hereinafter "City"), each a "Party" and together referred to as the "Parties," pursuant to RCW 39.34.080.

WHEREAS, the City and LOTT entered into a Master Interlocal Agreement (ILA) on June 23, 2020; and

WHEREAS, the ILA expires on June 23, 2025; and

WHEREAS, Section XIV states this Agreement may be changed, modified, amended or waived by written agreement of both parties; and

WHEREAS, the Parties desire to renew this ILA for a longer period of time; and

WHEREAS, Parties desire to amend Section I to clarify the language that contractor work is included in the joint cooperative action; and

WHEREAS, the Parties desire to amend Section II to allow for the ILA to remain in effect without the need for renewal unless terminated sooner; and

WHEREAS, the Parties desire to amend Section IV to clarify the maximum amount payable;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Section I of the ILA will be modified to clarify the language that contractor work is included in the joint cooperative action covered by this ILA. Paragraph 1.0 will be amended to read as follows:

It is the purpose of the Agreement to permit the parties to make the most efficient use of their resources by enabling them to cooperate on roadway and utility construction, maintenance, and repair activities by providing contractor support, staff support, equipment, and materials when available on a reimbursable basis. This will be done with the understanding that the work of the owner from whom the resources have been requested takes priority.

2. Section II of the ILA will be modified to allow this agreement to remain in effect without the need for renewal. Paragraph 2.0 will be amended to read as follows:

This Agreement shall become effective on the date written above and shall remain in effect unless terminated sooner as provided for herein. Prior to becoming enforceable, this

Agreement shall be executed by both parties and recorded with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

3. Section IV of the Agreement will be modified to clarify the maximum amount payable per year. Paragraph 4.1 will read as follows:

The maximum amount payable for work to be performed under this Agreement for each jurisdiction is \$100,000 per calendar year.

4. The ILA shall remain in full force and effect and the parties hereto acknowledge, confirm, and ratify all of the terms and conditions of the original ILA entered into on June 23, 2020. This Amendment, together with the ILA, contains the entire agreement between the parties with respect to the transactions contemplated hereunder and thereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal as of the day and year last signed below.

City of Olympia

LOTT Clean Water Alliance

Steven J. Burney
By: Steven J. Burney
Its: City Manager

Matthew J. Kennelly
By: Matthew J. Kennelly, PE
Its: Executive Director

Date: 06/18/2025

Date: 06/18/2025

ATTEST: Sean Krier
Sean Krier
City Clerk

ATTEST: Amy Earley
Amy Earley
Corporate Secretary

Approved as to form

By: Annaliese Harksen
Annaliese Harksen
Senior Deputy City Attorney