

AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT BETWEEN SNOHOMISH  
COUNTY AND THE CITY OF BOTHELL CONCERNING THE DESIGN OF ROAD  
IMPROVEMENTS TO 228<sup>TH</sup> ST SE FROM 35<sup>TH</sup> AVE SE TO 39<sup>TH</sup> AVE SE

This Amendment No. 1 to the Interlocal Agreement between Snohomish County and the City of Bothell Concerning the Design of Improvements to 228<sup>th</sup> St SE from 35<sup>th</sup> Ave SE to 39<sup>th</sup> Ave SE (the “Agreement”) is made and entered into by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and the City of Bothell, a Washington municipal corporation (the “City”), and collectively as the “Parties”.

The County and City wish to amend the Agreement pursuant to Subsection 13.1 to include Extra Design Services in the amount of forty-eight thousand two hundred eighty-eight dollars (\$48,288).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed that the Agreement shall be amended as follows:

**A. AMENDMENT NO. 1 TO AGREEMENT**

**1. Subsection 5.1(a) is hereby deleted and amended as follows:**

The total cost of Design Services is estimated to be \$820,151, of which the Grant will fund up to \$617,490 or eighty-six and one-half percent (86.5%) of eligible costs, whichever is less. The Parties will pay the remaining balance, which is estimated to be \$202,661, on a percentage basis pursuant to Subsection 5.2. PROVIDED, that costs for additional Design Services associated with changes that both parties desire and have been agreed to in an amendment pursuant to Subsection 13.1 of this Agreement, will be segregated pursuant to Subsection 5.2 of this Agreement and the County shall reimburse the City for the County’s percentage portion pursuant to Subsection 5.2 of this Agreement.

**2. Subsection 5.1(b) is hereby deleted and amended as follows:**

The Parties agree the County’s estimated cost of Design Services associated with the County’s Project Area shall not exceed \$151,996 without written approval from the County pursuant to Section 12 and Subsection 13.1 of this Agreement.

Except as amended or modified by this Amendment, all other terms of the Agreement shall remain in full force and effect, unaltered and unchanged by this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the last date written below.

**SNOHOMISH COUNTY**

**CITY OF BOTHELL**

\_\_\_\_\_  
Kelly Snyder  
Public Works Director

\_\_\_\_\_  
Erin Leonhart  
Interim City Manager

Approved as to Form:

Approved as to Form:

By: /s/ George B. Marsh 08/09/2021  
Deputy Prosecuting Attorney

By: \_\_\_\_\_  
Paul Byrne, City Attorney