

AMENDMENT NO. 2 TO THE INTERLOCAL AGREEMENT BETWEEN SNOHOMISH
COUNTY AND THE CITY OF BOTHELL CONCERNING THE DESIGN OF ROAD
IMPROVEMENTS TO 228TH ST SE FROM 35TH AVE SE TO 39TH AVE SE

This Amendment No. 2 to the Interlocal Agreement between Snohomish County and the City of Bothell Concerning the Design of Improvements to 228th St SE from 35th Ave SE to 39th 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 eight hundred ninety thousand two hundred forty one dollars (\$890,241) and Right of Way services in the amount of one hundred seventeen thousand dollars (\$117,000).

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 TO RECITALS

1. Recital C is hereby amended as follows:

The City, through its own staff and consultants, will provide design, engineering, and environmental review for the Project, hereinafter "Design Services," as well as right of way administration and acquisition, hereinafter "Right of Way Services", collectively referred to as "Professional Services".

2. Recital D is hereby amended as follows:

The City, on behalf of the Parties, applied for a Federal Surface Transportation Program Grant (the "Grant"). The Grant will be administered by the City and will partially fund the costs associated with the Design Services and the Right of Way Services.

3. Recital E is hereby deleted and replaced as follows:

Design Services are estimated to cost \$2,150,180 of which the Grant will fund up to \$608,840 or eighty six and one half percent (86.5%) of eligible costs, whichever is less. The Parties will pay the remainder, which is estimated to be \$1,541,340, on a percentage basis with the City's percentage portion being twenty five percent (25%) and estimated to be \$487,031 and the County's percentage portion being seventy five percent (75%) and estimated to be \$1,054,309.

Right of Way Services are estimated to cost \$1,156,000 of which the Grant will fund up to \$1,000,000 or eighty six and one half percent (86.5%) of eligible costs, whichever is less. The Parties will pay the remainder, which is estimated to be \$156,000, on a percentage basis with the City's percentage portion being twenty five percent (25%) and estimated to be \$39,000 and the County's percentage portion being seventy five percent (75%) and estimated to be \$117,000.

4. Recital F is hereby amended as follows:

The Parties agree that it will be more efficient and mutually beneficial to work cooperatively together and for the City to be the lead entity responsible for the Design Services and Right of Way Services.

5. Recital H is hereby amended as follows:

The County shall reimburse the City the County's proportional costs of the Design Services and Right of Way Services as more fully described in this Agreement.

B. AMENDMENT TO AGREEMENT

1. Subsection 1.4 is hereby deleted and replaced as follows:

Administrators. Each party to this Agreement shall designate an individual (an "Administrator"), which may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals:

County's Initial Administrator:

David Lee
Senior Project Manager
Snohomish County DPW
3000 Rockefeller Avenue M/S 607
Everett, Washington 98201
425-388-6694
David.Lee@co.snohomish.wa.us

City's Initial Administrator:

Yongqing Zhu
Senior Capital Project Engineer
City of Bothell
18415 101st Ave NE
Bothell, WA 98011
425-471-4947
Yongqing.zhu@bothellwa.gov

Either party may change its Administrator at any time by delivering written notice of each party's new Administrator to the other party.

2. Section 3.1 is hereby amended as follows:

3.1 Lead Agency. The City shall serve as the lead agency for the Project for purposes of Professional Services.

3. Section 3.2 is hereby amended as follows:

3.2 Professional Services. The City shall provide Professional Services, for the Project.

4. Section 3.4 is hereby amended as follows:

3.4 Invoicing. The City, pursuant to Section 5 of this Agreement, shall invoice the County for Professional Services provided under this Agreement. Invoices may be sent monthly, quarterly or on any other schedule that is mutually convenient to the Parties. The City shall include in each invoice, documentation of all costs for labor, materials and equipment included in the invoice.

5. Section 3.5 is hereby amended as follows:

3.5 Quality of Professional Services. The Professional Services provided under this Agreement by the City shall be of good quality, consistent with appropriate and accepted industry standards.

6. New subsection 3.8 is hereby added as follows:

3.8 Right of Way Services.

(a) The City shall lead the Right of Way negotiation and purchase Right of Way for the county, in accordance with the City of Bothell's (CITY), Snohomish County (COUNTY), Washington State Department of Transportation's (WSDOT) approved Right of Way Acquisition Procedures, the federal Uniform Relocation assistance and Real Property Acquisitions Policies Act (URA), WSDOT Local Agency Guidelines – Section 25 (Right of Way Procedures), and the Washington Administrative Code (WAC 468-100) state Uniform Relocation Assistance and Real Property acquisition regulations.

(b) Right of Way services may include, but shall not be limited to, Preparation and Administration of right of way activities, Title/Ownership Review, Appraisal/Appraisal Review/Administrative Offer Summary, Acquisition Negotiation, Parcel Closing, and Right of Way Certification.

- (c) The City shall provide the County with an opportunity for review of completed parcel acquisition files as required under Section 6 of this Agreement.
- (d) The City shall segregate the costs of the Right of Way Services in the manner described in Subsection 5.2 below.

7. Subsection 4.1 is hereby amended as follows:

4.1 Document Review and Cooperation. The County shall review and provide its comments on the design of the Project pursuant to Section 6 of this Agreement. The County shall make its Public Works Department staff, available to the City at reasonable times and upon reasonable advance notice, for purposes of facilitating the City's performance of the Professional Services.

8. Subsection 4.2 is hereby amended as follows:

4.2 Grant of Access. The County grants to the City, for the purpose of performing its obligations under this Agreement, permission and right -of -entry on, over, under, above and through those County rights- of-way that the County is responsible for

maintaining that are necessary or convenient, in the reasonable judgment of the County engineer, for the City to access in performing the Professional Services.

9. Subsection 4.3 is hereby amended as follows:

4.3 County Reimbursement of Costs for Professional Services Performed by City. The County, pursuant to Section 5 of this Agreement, shall be reimburse the City for the County's portion of the costs of Professional Services provided by the City.

10. Subsection 4.4 is hereby amended as follows:

4.4 Payment of Invoice. Unless the County delivers written notice to the City disputing the amount of a particular invoice, the County shall make payment on all invoices submitted by the City within thirty (30) days following receipt by the County of said invoices. Timely payment of an invoice shall not constitute acceptance by the County of the Professional Services at issue which shall be governed by Section 6 below.

11. Subsection 5.1 is hereby deleted and replaced as follows:

5.1 Estimated Cost of Design and Right of Way Services.

- (a) The total cost of Design Services is estimated to be \$2,150,180, of which the Grant will fund up to \$608,840 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 \$1,541,340, 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.
- (b) The total cost of Right of Way Services is estimated to be \$1,156,000, of which the Grant will fund up to \$1,000,000 or eighty six and one half percent (86.5%) of eligible costs, whichever is less. The Parties will pay the remainder, which is estimated to be \$156,000, on a percentage basis pursuant to Subsection 5.2. PROVIDED, that costs for additional Professional 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.
- (c) The Parties agree the County's estimated cost of Design Services associated with the County's Project Area shall not exceed \$1,054,309 and cost of Right of Way Services shall not exceed \$117,000 without written approval from the County pursuant to Section 12 and Subsection 13.1 of this Agreement.

12. Section 5.2 is hereby amended as follows:

- 5.2 Segregation of Cost for Professional Services.** The Parties desire to segregate the cost of Professional Services not paid by the Grant on a percentage basis with the County's percentage portion being seventy five percent (75%) and the City's percentage portion being twenty five percent (25%).

13. Section 5.3 is hereby amended as follows:

- 5.3 Costs Directly Attributed to Professional Services.** The City agrees that only those costs directly attributed to the Professional Services and allowed

under accepted accounting procedures will be charged to the County. By way of example, those costs directly attributed may include, but are not limited to, the following types of cost components:

a) Salaries, wages, benefits of all City employees engaged therein, plus a fifteen percent (15%) administration rate of total labor cost incurred by the City;

b) Travel expenses, including mileage of City employees;

c) Materials, when provided by the City;

d) City -owned machinery and equipment, for which the City equipment rental rate shall be included in computing the cost of the machinery and equipment;

e) Other costs and incidental expenses; including depreciation on City machinery and equipment;

f) The full cost to the City of rental machinery and equipment, together with any operator furnished therewith;

g) The cost of equipment, supplies, and related expenses when purchased by the City; and

h) Payment to consultants, sub -consultants, contractors or sub-contractors for work performed on behalf of the City that is associated with the Professional Services;

14. New subsection 6.4 is hereby added as follows:

6.4 Right of Way Review Notice. The City shall provide the County with written notice (each such notice, a “Right of Way Review Notice”) when the right of way work for the Project is at the following completion stages: (i) Right of Way Plan and Project Funding Estimate, (ii) Right of Way Appraisal Report, Appraisal Review Report (iii) Administrative Offer Summary Reports and fair offer letters. The County shall have twenty (20) business days after receiving a Right of Way Review Notice. Review and approval of all determinations of value, established by the project

appraisers, and provide written authorization prior to offers being made to property owners for that portion of the Project located within the County and in the final right of way documents. The City, after each Project review stage, shall address and incorporate the County's comments.

15. Section 7.2 is hereby amended as follows:

7.2 City's Indemnification of County. The City will require consultants hired by the City for Professional Services to indemnify, defend, and hold harmless Snohomish County and its elected officials, employees, officers, and agents with respect to work performed for this Project to the same extent that the City is provided such indemnification. To the extent such indemnity by consultants does not apply, the City shall indemnify, defend and hold the County harmless from and against all liabilities, suits, losses, costs, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the County may incur or pay out by reason of: (i) any accidents, damages or injuries to persons or property occurring in, on or around the Project area due to or arising out of the City's performance of Professional Services pursuant to this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the City; or (ii) any breach or Default (as such term is defined in Section 10.1 below) of the City under this Agreement.

16. Section 13.1 is hereby deleted and replaced as follows:

13.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by both Parties; PROVIDED, that the County Public Works Director and City Manager are authorized to execute written amendments to the Agreement for Extra Design Services requested pursuant to Sub-section 5.1(a) of this Agreement not exceeding a total of two hundred fifteen thousand and eighteen dollars (\$215,018), and to the Agreement for Extra Right of Way Services requested pursuant to Sub-section 5.1(b) of this Agreement not exceeding a total of one hundred fifteen thousand six hundred dollars (\$115,600).

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. 2 as of the last date written below.

SNOHOMISH COUNTY




County Executive
KEN KLEIN
Executive Director

Approved as to Form:

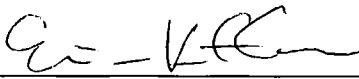
By: /s/ G. Marsh 10/15/2024
Deputy Prosecuting Attorney

CITY OF BOTHELL



Kyle Stannert
City Manager

Approved as to Form:

By: 

Eileen M. Keiffer, City Attorney
Madrona Law Group, PLLC