

AMENDMENT NO. 1 TO Resilient Strategies LLC Professional Service Contract

THIS AMENDMENT NO. 1 TO Agreement for a Professional Services Between Snohomish County and Resilient Strategies, LLC (the "Amendment No. 1"), is made and entered into this ____ day of _____, 2026, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and Resilient Strategies LLC (the "Contractor"), a Washington limited liability company, (each a "Party"; collectively the "Parties").

RECITALS

WHEREAS, Snohomish County and Resilient Strategies LLC executed an agreement on May 2, 2025 (the "Agreement"), for professional services requiring expertise in Washington transportation and government relations; and

WHEREAS, Snohomish County extended the Agreement by written notice on December 31, 2025; and

WHEREAS, the Parties desire to amend the Agreement to increase the maximum compensation.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual benefits conferred on both parties, the parties agree as follows:

Section 1. Section 2. Term of the Agreement; Time of Performance, is hereby amended to read as follows:

This Agreement shall be effective upon final signature (the "Effective Date") and shall terminate on December 31, 2026, PROVIDED, HOWEVER, that the term of this Agreement may be extended for up to one (1) additional one (1) year term, at the sole discretion of the County, by written notice from the County to the Contractor. The Contractor shall commence work upon the Effective Date and shall complete the work required by this Agreement no later than December 31, 2026, PROVIDED, HOWEVER, that the County's obligations after December 31, 2026 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

Section 2. Section 3. Subpart A. Services is hereby amended to read as follows:

A. Services. The County will pay the Contractor for services provided under this Agreement at an hourly rate of \$250.00/hour, PROVIDED, HOWEVER, that in no event shall the total amount charged by the Contractor or paid by the County for services exceed \$110,000.00. Time of the Contractor spent in travel related to the provision of services under this Agreement shall not be compensated. Time may be recorded and invoiced by the Contractor in fractional hours with increments of no less than fifteen (15) minutes.

Section 3. Section 3. Subpart F. Contract Maximum is hereby amended to read as follows:

F. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$110,000.00.

Section 4. Section 7. County Contact Person is hereby amended to read as follows:

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Kent Patton
Title: Deputy Executive
Department: Executive Office
Telephone: (425) 388-3660
Email: kent.patton@snoco.org

Section 5. Section 22. Notices is hereby amended to read as follows:

22. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County: Snohomish County Executive Office
3000 Rockefeller Ave., M/S 407
Everett, Washington 98201
Attention: Kent Patton

and to: Snohomish County Purchasing Division
3000 Rockefeller Avenue, M/S 507
Everett, Washington 98201
Attention: Purchasing Manager

If to the Contractor: Resilient Strategies, L.L.C.
432 Malden Ave E
Seattle, WA 98112
Attention: Shefali Ranganathan

All other terms and conditions of the Agreement shall remain in full force and effect except as expressly modified by this Amendment No. 1.

Continued on next page.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 as of the day and year first written above.

COUNTY:

AGENCY:

**Snohomish County, a political subdivision
of the State of Washington**

Resilient Strategies, a Washington LLC

By _____
Name: _____
Title: _____

By _____
Name: _____
Title: _____