

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR
JOINT NEGOTIATION WITH WSDOT
REGARDING
THE MAINTENANCE OF SR 520 FACILITIES**

THIS SECOND AMENDMENT to the Interlocal Agreement (“Second Amendment” or “Amendment”), dated as of the later of the signature dates below (the “Effective Date”), is by and between the City of Medina, the Town of Yarrow Point, the Town of Hunts Point, and the City of Clyde Hill, all of which are Washington municipal corporations (individually a “Party” and collectively the “Parties” or “Cities”).

RECITALS:

WHEREAS, the Parties entered into an Interlocal Agreement on June 12, 2024 (hereinafter “Agreement”) for purposes of hiring joint legal counsel for negotiation with WSDOT regarding the maintenance of SR 520 facilities; and

WHEREAS, on June 12, 2024, the parties entered into the First Amendment of the Agreement to increase the maximum amount payable to \$80,000 (\$20,000 for each of the Cities); and

WHEREAS, since that time the Parties have determined that a second amendment is needed to again increase the budget set forth in Section 3 of the Agreement; and

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

AGREEMENT:

1. **Amendment to Section 3.** Section 3 is hereby amended in the Agreement to read as follows:

Section 3. Hiring and Financing of Professional Negotiator. The Cities agree to equally share the fees and expenses of an agreed upon law firm and attorney to serve as the professional negotiator to negotiate on behalf of the Cities with WSDOT, to the maximum total amount of ~~Forty Eight One Hundred Sixty Thousand Dollars (\$40,00080,000-160,000)~~ (\$10,00020,000-40,000 maximum for each of the Cities). Joe Sabey, Mayor of the Town of Hunts Point, is authorized to sign ~~the~~ a revised Engagement Letter, if required, on behalf of the Cities following their review and approval thereof. Each of the Cities shall be entitled to review the billings of the professional negotiator as received. Each of the Cities shall promptly pay its one-quarter share unless the Committee decides to delay payment or challenge the billing. The Committee shall determine with the professional negotiator whether the billings are split equally and invoiced separately to each of the Cities or invoiced in some other manner to the Cities.

2. Reaffirmation; Intention to be Bound. Except as expressly amended by this Amendment, each and every term, condition and agreement contained in the Agreement shall remain in full force and effect. The Parties reaffirm that the representations and warranties made by each Party in the Agreement are true and accurate as of the Effective Date. The Parties executing this First Amendment on behalf of themselves, their assigns, and successors, hereby acknowledge and reaffirm their intention to be bound by the terms and conditions of the Agreement. Nothing in this Amendment shall be deemed to supersede or otherwise modify any other term or provision of the Agreement except as expressly stated herein.

3. Recitals; Capitalized Terms. The recitals set forth above are a part of this Amendment. Unless otherwise defined herein, capitalized terms used in this Amendment have the meanings assigned to them in the Agreement or as set forth in the Amendment.

IN WITNESS WHEREOF, the Parties have caused their properly authorized representatives to execute this First Amendment on the dates set forth below.

CITY OF CLYDE HILL

CITY OF MEDINA

By: _____
Steve Friedman, Mayor

By: _____
Stephen R. Burns, City Manager

CITY OF CLYDE HILL CONTACT

Dean Rohla, City Administrator
9605 NE 24th Street
Clyde Hill, WA 98004
T: 425.453.7800
F: 425.462.1936

CITY OF MEDINA CONTACT

Stephen R. Burns, City Manager
501 Evergreen Point Road, PO Box 144
Medina, WA 98039
T: 425.233.6400
F: 425.451.8197

ATTEST/AUTHENTICATED

ATTEST/AUTHENTICATED

By: _____
Dean Rohla, City Clerk
City of Clyde Hill

By: _____
Aimee Kellerman, City Clerk
City of Medina

APPROVED AS TO FORM

APPROVED AS TO FORM

By: _____
Tom Brubaker, City Attorney
City of Clyde Hill

By: _____
Jennifer S. Robertson, City Attorney
City of Medina

TOWN OF HUNTS POINT

By: _____
Joe Sabey, Mayor

TOWN OF HUNTS POINT CONTACT

Sue Ann Spens, Clerk/Treasurer
3000 Hunts Point Road
Hunts Point, WA 98004
(425)4 55-1834

ATTEST/AUTHENTICATED

By: _____
Sue Ann Spens, Clerk/Treasurer
Town of Hunts Point

APPROVED AS TO FORM

By: _____
David Linehan, Town Attorney

TOWN OF YARROW POINT

By: _____
Katy Harris, Mayor

TOWN OF YARROW POINT CONTACT

Katy Harris, Mayor
4030 95th Ave NE
Yarrow Point, WA 98004
(425) 786-6099

ATTEST/AUTHENTICATED

By: _____
Bonnie Ritter, City Clerk
Town of Yarrow Point

APPROVED AS TO FORM

By: _____
Emily Romanenko, City Attorney