

## AMENDMENT NO. 1 TO COUNCIL DISTRICT GRANT AGREEMENT

THIS AMENDMENT NO. 1 TO COUNCIL DISTRICT GRANT AGREEMENT (the "Amendment No. 1"), is made and entered into this 31st day of January, 2024, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and **Lake Stevens Community Food Bank Association**, a Washington nonprofit corporation (the "Recipient") (each a "Party"; collectively the "Parties").

### RECITALS

WHEREAS, Snohomish County and **Lake Stevens Community Food Bank Association** executed an agreement on **August 18, 2022**, entitled COUNCIL DISTRICT GRANT AGREEMENT (the "Agreement") for grant funds on a reimbursement basis to construct Phase I of building that will house food bank distribution for the public; a truck bay and receiving area for food shipments, and food preparation spaces; and

WHEREAS, the Parties desire to amend the Agreement to increase the funding for additional supplies and construction costs.

### AGREEMENT

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

**Section 1.** Subsection 3.d. ("Contract Maximum") of the Agreement is hereby amended to read as follows:

d. Contract Maximum. Total reimbursable expenses under this Agreement shall not exceed **\$850,000.00**.

**Section 2.** The Agreement is hereby amended, as and where appropriate, to change references from "**Schedule A**" to "**Schedule A-1**"; and to change references from "**Schedule B**" to "**Schedule B-1**."

**Section 3.** Schedule A ("Project Description") is hereby replaced with the attached Schedule A-1, by this reference incorporated into the Agreement.

**Section 4.** Schedule B ("Certification of the Availability of Funds to Complete the Project") is hereby replaced with the attached Schedule B-1, by this reference incorporated into the Agreement.

**Section 5.** Concurrently with the execution of this Amendment No. 1, in order to update the Council District Grant Agreement amount to the new total amount of eight hundred thousand dollars (\$850,000), **Lake Stevens Community Food Bank Association** shall execute an amendment to the Promissory Note dated **June 6, 2022**, in the original amount of six hundred thousand dollars (\$600,000) (the "Promissory Note"). The form of amendment to the Promissory Note is attached hereto as Schedule C-1.

**Section 6.** Concurrently with the execution of this Amendment No. 1, in order to update the Council District Grant Agreement amount to the new total amount, Lake Stevens Community Food Bank Association shall execute and record an amendment to the Deed of Trust dated **August 22, 2022**, and recorded in the real property records of Snohomish County, Washington under document number 202208230263 (the “Deed of Trust”). The form of amendment to the Deed of Trust is attached hereto as Exhibit D-1.

**Section 7.** All other terms and conditions of the Agreement shall remain in full force and effect except as expressly modified by this Amendment No. 1.

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

**COUNTY:**

Snohomish County, a political subdivision of the State of Washington

**Klein, Ken** Digitally signed by Klein, Ken  
Date: 2024.01.31 15:01:15  
-08'00'

Name: Ken Klein  
Title: Executive Director

**CONTRACTOR:**

Lake Stevens Community Food Bank Association, a Washington nonprofit corporation

**E-SIGNED by Sophina Nunez**  
**on 2024-01-08 23:56:22 GMT**

Name: Sophina Nunez  
Title: President

<b>COUNCIL USE ONLY</b>	
Approved	<u>1/31/2024</u>
ECAF #	<u>2024-0035</u>
MOT/ORD	<u>Motion 24-020</u>

## SCHEDULE A-1

### Project Description

Recipient shall construct of Phase I and Phase II of the Lake Stevens Food Bank building as approved by the City of Lake Stevens Building Department. Phase I and Phase II of the Lake Stevens Food Bank building shall be located at 8021 20th St. SE, Lake Stevens, WA and shall house food bank distribution for the public; a truck bay and receiving area for food shipments; food storage; and food preparation spaces.

Phase II: The final stages of construction, to include but not limited to execution of all change orders, landscaping, punch list items, final inspections and tests of the building.

**Addressing COVID-driven needs:** The Lake Stevens food bank provides food to approximately 41,000 low income and disabled people on an annual basis.

**Consideration for the public:** The construction of the Phase I of the Lake Stevens Food Bank building will increase the Recipient's capacity to provide food by 50%. Phase I of the Lake Stevens Food Bank building will house a market-style food bank, allowing participants to select food items directly, as well as a teaching kitchen to provide nutritional cooking and healthy eating programs. For a period of twenty (20) years following the latter of: (a) final payment of County funds to the Recipient under this Agreement; or (b) the date when the facility constructed with grant funds is made usable to the public as a food bank, Recipient shall ensure that the facility constructed with grant funds operates as a food bank and that food bank benefits are accessible to residents of Snohomish County on the same terms they are accessible to residents of Lake Stevens.

### **The Recipient may only receive reimbursement according to the following:**

1. The Recipient will be reimbursed by the County for eligible expenses incurred in executing the Project, pursuant to the Agreement, in an amount not to exceed the Contract Maximum of **\$850,000.00**.

2. Eligible expenses for which Recipient may request reimbursement:

- a. Design, engineering, architectural, and planning costs;
- b. Construction management and observation (from external sources only);
- c. Construction costs including, but not limited to, the following:
  - i. Site preparation and improvements;
  - ii. Permits and fees;
  - iii. Labor and materials;
  - iv. Taxes on Project goods and services;
  - v. Temporary facilities that are necessary as part of the construction project; and
  - vi. Signage and reprographics.

3. Sufficient documentation of eligible expenses shall include itemized invoices from third parties, if any, for all eligible expenditures for which the Recipient seeks reimbursement.

<b>Line Item—Phase I</b>	<b>Amount</b>
Construction Management	\$84,459.54
Temporary Facilities	\$26,617.00
Reprographics & Job Site Administration	\$10,500.00
Site Improvements	\$157,471.85
Concrete Foundations and Floor Slab	\$160,985.70
Masonry	\$8,975.50
Steel and Metals	\$9,346.96
Framing	\$141,643.45
<b>Total Construction Amount:</b>	<b>\$ 600,000.00</b>
Phase II: Change orders, landscaping, inspections etc.	\$250,000.00
<b>New Total:</b>	<b>\$850,000.00</b>

4. The Recipient may shift funds within Line Item categories set forth in this Schedule A-1 so long as the Recipient has received prior written consent from County.

**SCHEDULE B-1**

**Certification of the Availability of Funds to Complete the Project**

<b>Non-County Funds</b>	<b>Original Amount</b>	<b>Amended Amount</b>
Cash Donations Raised	\$621,253	\$770,654
WSDA Grant For Ref/Freezer	\$48,000	\$48,000
Norcliffe Foundation	\$20,000	\$20,000
Haggen Foundation	\$25,000	\$25,000
Tulalip Tribe	\$2,500	\$2,500
Lake Stevens Rotary	\$15,000	\$49,755
City of Lake Stevens	\$500,000	\$950,000
LDS Church	-	\$40,000
Washington Dept. of Commerce	-	\$286,000
<b>Total Non-County Funds</b>	<b>\$1,231,753</b>	<b>\$2,287,409</b>
Snohomish County Council District Grant—Phase I	\$600,000	\$600,000
Snohomish County Council District Grant—Phase II		\$250,000
<b>Total County Funds</b>	<b>\$600,000</b>	<b>\$850,000</b>
<b>Total Non-County and County Sources</b>	<b>\$1,831,753</b>	<b>\$3,041,909</b>

CERTIFICATION PERFORMANCE MEASURE

The Recipient, by its signature, certifies that project funding from sources other than those provided by this Agreement and identified above has been reviewed and approved by the Recipient’s governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Agreement, as of the date and year written below. The Recipient shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project and shall make such records available for County’s review upon reasonable request.

E-SIGNED by Sophina Nunez  
on 2024-01-08 23:56:29 GMT

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Sophina Nunez, President of Lake Stevens Community Food Bank Association

**SCHEDULE C-1**

**Form of  
FIRST AMENDMENT TO PROMISSORY NOTE**

This First Amendment to Promissory Note (this “Amendment”) is dated\_\_\_\_\_ day of\_\_\_\_\_, 2024 and amends the Promissory Note dated June 6, 2022, made by Lake Steven Food Bank Community Association payable to the order of Snohomish County, a political subdivision of the State of Washington, as holder (collectively, the “Promissory Note”).

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Lake Stevens Community Food Bank Association and Snohomish County agree as follows:

1. This Amendment is to be attached to and become a permanent part of the Promissory Note.
2. Effective as of the date of this Amendment, the principal sum of the Promissory Note shall be amended to **Eight Hundred Fifty Thousand Dollars (\$850,000.00)**.
3. Except as amended by this Amendment, the provisions of the Promissory Note are not changed, altered, or amended, and they remain in full force and effect.
4. This Amendment is binding upon and inures to the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

This First Amendment to Promissory Note is made effective as of the day and year first written above.

**MAKER: LAKE STEVENS COMMUNITY FOOD BANK ASSOCIATION, a Washington nonprofit corporation**

E-SIGNED by Sophina Nunez  
By: \_\_\_\_\_ on 2024-01-08 23:56:33 GMT

\_\_\_\_\_, President

**ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

ACKNOWLEDGEMENT

STATE OF WASHINGTON )

)SS.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me personally known (or proved on the basis of satisfactory evidence) to be the **President** of **LAKE STEVENS COMMUNITY FOOD BANK ASSOCIATION**, a Washington nonprofit corporation, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

My appointment expires:



**HOLDER: SNOHOMISH COUNTY**, a political subdivision  
of the State of Washington

E-SIGNED by Sophina Nunez  
on 2024-01-08 23:56:36 GMT

By: \_\_\_\_\_

, President

**ACKNOWLEDGEMENT**

STATE OF WASHINGTON )

)SS.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me personally known (or proved on the basis of satisfactory evidence) to be the \_\_\_\_\_ of **SNOHOMISH COUNTY**, a Washington nonprofit corporation, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

My appointment expires:

**WHEN RECORDED RETURN TO:**

Snohomish County Office of Recovery and Resilience  
3000 Rockefeller Ave., M/S 407  
Everett, WA 98201  
Attention: Jessica Ruhle

**FIRST AMENDMENT DEED OF TRUST**

Grantor: LAKE STEVENS COMMUNITY FOOD BANK ASSOCIATION,  
LLC a Washington nonprofit corporation

Beneficiary: SNOHOMISH COUNTY, a political subdivision of the State of  
Washington

Trustee: FIRST AMERICAN TITLE INSURANCE COMPANY

**LEGAL DESCRIPTION:**

**Real property in the City of Lake Stevens, County of Snohomish, State of Washington,  
described as follows:**

Section 23 Township 29 Range 05 Quarter SE EAST EVERETT 5 AC TR DIV A & B  
BLK 003 D-02 NEW LOT 1 CITY LK ST BLA REC AFN 201901250167 SURVEY  
REC AFN 201901255001 BEING PTN LOTS 2 & 3 SD PLAT

Situs Address: 8021 20<sup>TH</sup> ST. SE STE., LAKE STEVENS, WA 98258

Tax Parcel Numbers: 00431400300202

THIS FIRST AMENDMENT TO DEED OF TRUST (this “Amendment”, made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and among Lake Stevens Community Food Bank Association, GRANTOR, whose address is PO Box 1301, Lake Stevens, WA 98258

THIS DEED OF TRUST (“DEED OF TRUST”), made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and among **LAKE STEVENS COMMUNITY FOOD BANK ASSOCIATION** a Washington nonprofit corporation, (“GRANTOR”), whose address is PO Box 1031, Lake Stevens, WA 98258, First American Title Insurance Company, a California corporation, (“Trustee”), whose address is 2707 Colby Ave., Suite 601, Everett, WA 98201 and Snohomish County, a political subdivision of the State of Washington, (“GRANTEE” or “BENEFICIARY”), whose address is 3000 Rockefeller Avenue, MS 407, Everett, WA 98201.

WITNESSETH: This Amendment amends the Deed of Trust dated August 22, 2022 and recorded under Snohomish County Auditor File No. 202208230263 encumbering the real property legally described in Attachment 1 attached hereto (the “Deed of Trust”).

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Grantor and Beneficiary agree as follows:

1. This Amendment is to be attached to and become a permanent part of the Deed of Trust.
2. Effective as of the date of this Amendment, the term “Note” as used in the Deed of Trust means the Promissory Note dated June 6, 2022, made by Lake Stevens Community Food Bank Association, a Washington nonprofit corporation payable to the order of Snohomish County, a political subdivision of the State of Washington, as holder, as amended by the First Amendment to Promissory Note of even date herewith by and between Grantor and Beneficiary.
3. Effective as of the date of this Amendment the funds advanced by the Note is the principal sum of Eight Hundred Fifty Thousand Dollars (\$850,000.00) on the terms and conditions set forth herein and in the Grant Agreement, as amended.
4. Except as amended by this Amendment, the provisions of the Deed of Trust are not changed, altered or amended, and they remain in full force and effect.
5. This Amendment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]





**Attachment 1**

**Property Legal Description**

**Real property in the City of Lake Stevens, County of Snohomish, State of Washington,  
described as follows:**

Section 23 Township 29 Range 05 Quarter SE EAST EVERETT 5 AC TR DIV A & B  
BLK 003 D-02 NEW LOT 1 CITY LK ST BLA REC AFN 201901250167 SURVEY  
REC AFN 201901255001 BEING PTN LOTS 2 & 3 SD PLAT

Tax Parcel Numbers: 00431400300202

Situs Address: 8021 20<sup>th</sup> St. SE Ste. 1010, Lake Stevens, WA 98258