

AMENDMENT NO. 2 TO INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF SNOHOMISH FOR PARK PROJECT FUNDING

THIS AMENDMENT NO. 2 (“Amendment No. 2”) to that certain Interlocal Agreement between Snohomish County and the City of Snohomish for Park Project Funding (the “Agreement”) dated September 22, 2021, is made by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and the City of Snohomish, a municipal corporation of the State of Washington (the “City”).

For and in consideration of the benefit that the project will bring in providing recreational amenities that will benefit the residents of Snohomish County and city resident, the parties agree as follows:

1. Section 2, **Effective Date and Duration** is hereby deleted and amended as follows:

This Agreement shall not take effect unless and until it has been duly executed by both parties and either filed with the County Auditor or posted on the County’s Interlocal Agreements website. This Agreement shall remain in effect through December 30, 2024, unless earlier terminated pursuant to the provisions of Section 12 below, PROVIDED HOWEVER that each party’s obligations after December 31, 2023, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

2. Section 4.3, **Project Deadline** is hereby deleted and amended as follows:

On or before December 30, 2024, the City shall complete the Project. In executing the Project, the City shall obtain and, upon request, provide the County with copies of all permits necessary to complete the Project.

3. Section 5.1, **Invoicing** is hereby amended as follows:

Prior to December 30, 2024, the City shall submit to the County an invoice requesting disbursement of the Funds for the Project. The invoice shall provide line item detail for materials, labor and overhead and include any documentation requested by the County, including but not limited to documentation as to what amounts have been spent by the City on the Project.

4. Section 12.3, **Termination for Breach** is hereby deleted and amended as follows:

In the event that the City fails to complete the Project by December 30, 2024, commits a Default as described in Section 11, or otherwise fails to appropriate the funds necessary to complete the Project, the County may terminate this Agreement immediately by delivering written notice to the City. Within thirty (30) days of such early

termination, the City shall return to the County all funds previously disbursed from the County to the City for the Project plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of early termination.

EXCEPT AS PROVIDED IN THIS AMENDMENT NO. 2, ALL TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

SNOHOMISH COUNTY

CITY OF SNOHOMISH

By \_\_\_\_\_  
Snohomish County Executive      Date

By \_\_\_\_\_  
Title: \_\_\_\_\_      Date

Approved as to Form:

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