

**AMENDMENT NO. 1 TO COUNCIL DISTRICT GRANT AGREEMENT WITH  
SECOND CHANCE FOUNDATION**

THIS AMENDMENT NO. 1 TO Council District Grant Agreement with **Second Chance Foundation** (the "Amendment No. 1"), is made and entered into this 4th day of October, 2023, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and **Second Chance Foundation**, a Washington nonprofit corporation (the "Recipient") (each a "Party"; collectively the "Parties").

**RECITALS**

WHEREAS, Snohomish County and Second Chance Foundation executed an agreement on **July 14, 2022** entitled **Council District Grant Agreement With Second Chance Foundation** (the "Agreement") for grant funds for the Second Chance Foundation Day Center operation and homeless outreach; and

WHEREAS, the Parties desire to amend the Agreement to extend the termination date to **December 31, 2024** and to add an additional **\$48,600** in funds to the Agreement.

**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 Agreement; Time of Performance of the Agreement, as amended, is hereby amended to read as follows:

2. Term of Agreement; Time of Performance. This Agreement shall be effective **July 14, 2022** (the "Effective Date") and shall terminate on **December 31, 2024** (the "Expiration Date"), PROVIDED, HOWEVER that the term of this Agreement may be extended or renewed 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 Recipient. PROVIDED, HOWEVER that the County's obligations after **December 31, 2023**, 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.e. Contract Maximum of the Agreement, as amended, is hereby amended to read as follows:

e. Contract Maximum. Total reimbursable eligible expenses under this Agreement shall not exceed **\$198,600**.

**Section 3.** Schedule A, Section 1 of the Agreement is hereby amended to read as follows:

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 **\$198,600**.

**Section 4.** Schedule A, Project Budget Table of the Agreement is hereby amended to read as follows:

<b>Project Budget</b>	
ITEM	COUNTY
1. Day Center Costs	\$31,284
2. Outreach Manager Salary and benefits	\$60,000
3. Services/Assistance for Low-Income Individuals or Individuals Experiencing Homelessness	\$87,516
4. Day Center Administrative Costs	\$19,800
Total	<b>\$198,600</b>

**Section 5.** A new section, Schedule A, Section 4 Eligible Expenses For Which The Recipient May Request Reimbursement is added to the Agreement to read as follows:

4. Eligible Expenses For Which The Recipient May Request Reimbursement. The Recipient may shift funds within line items set forth in this Project Budget subject to the following conditions:

a. Funds may be shifted among the line items set forth in the Project Budget, so long as 1) the Recipient has received prior written consent from County and 2) Day Center Administrative Costs (in project Budget Table) do not exceed 10% of the Contract Maximum.

**Section 6.** All other terms and conditions of the Agreement, shall remain in full force and effect except as expressly modified by this Amendment No. 1.

*(signature page to follow)*

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

**CONTRACTOR:**

Second Chance Foundation, a Washington Non-profit.

By Jared Mead  
Name: Jared Mead  
Title: Council Chair

E-SIGNED by Jason Cockburn  
on 2023-09-15 00:05:54 GMT  
By \_\_\_\_\_  
Name: Jason Cockburn  
Title: President

**Approved as to Form:**

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<b>COUNCIL USE ONLY</b>	
Approved	<u>10/4/2023</u>
ECAF #	<u>2023-1134</u>
MOT/ORD	<u>Motion 23-408</u>