

AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF SNOHOMISH FOR PARK PROJECT FUNDING

THIS AMENDMENT NO. 1 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").

The City has been awarded an additional twenty-five thousand dollars (\$25,000) and has requested that the Agreement be extended from December 31, 2022 to December 31, 2023;

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

**Section 1.** Recital D of the Agreement shall be amended to read as follows:

The County Council adopted the 2021 & 2022 CIP Budget which included funding for certain capital improvement projects, including funding for the City of Snohomish's Averill Field Park Improvements project in amount up to Fifty-Five Thousand and no/100 Dollars (\$55,000) in County REET 2 funds (the "Funds"). These Funds will be used for what is titled "Averill Field Park Improvements" project, included as Attachment B, incorporated herein by this reference; and

**Section 2.** Section 2 (Effective Date and Duration) of the Agreement is hereby 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 31, 2023, unless earlier terminated pursuant to the provisions of Section 12 below, PROVIDED HOWEVER that each party's obligations after December 31, 2022, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

**Section 3.** Subsection 4.3 (Project Deadline) of the Agreement is hereby amended as follows:

On or before December 31, 2023, 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.

**Section 4.** Subsection 5.1, (Invoicing) of the Agreement is hereby amended as follows:

Prior to December 31, 2023, 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.

**Section 5.** Subsection 5.2 (Payment) of the Agreement shall be amended to read as follows:

Unless the County delivers to the City written notice disputing the amount of a particular line item, within twenty (20) working days of receipt from the City of an invoice properly submitted to the County pursuant to Section 5.1, the County shall remit to the City an amount not to exceed Fifty-Five Thousand and no/100 Dollars (\$55,000).

**Section 6.** Subsection 12.3 (Termination for Breach) of the Amendment is hereby amended as follows:

In the event that the City fails to complete the Project by December 31, 2023, 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, ALL TERMS AND CONDITIONS OF THE INTERLOCAL AGREEMENT DATED SEPTEMBER 22, 2021, SHALL REMAIN IN FULL FORCE AND EFFECT.

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**SNOHOMISH COUNTY**

Digitally signed by Lacey Harper  
Date: 2022.12.16 08:59:15 -08'00'  
Lacey Harper  
Snohomish County Executive

**CITY OF SNOHOMISH**

Jinde Redmon  
By: Mayor

Approved as to form only:

/s/ Rebecca Wendling 9/27/2022  
Deputy Prosecuting Attorney

Approved as to form only:

Emily Guildner  
Office of the City Attorney  
Digitally signed by Emily Guildner  
DN: cn=Emily Guildner, gm=Emily Guildner, o=US United States  
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Location: Snohomish, WA  
Date: 2022-10-03 16:05:07-08

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Approved 12/14/2022  
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