

**AMENDMENT NO. 1 TO MACHINISTS INSTITUTE CHILD CARE FACILITY
RENOVATIONS AND OUTDOOR CHILD CARE SPACE CLFR CHILD CARE
FACILITY AGREEMENT**

THIS AMENDMENT NO. 1 TO MACHINISTS INSTITUTE CHILD CARE FACILITY RENOVATIONS AND OUTDOOR CHILD CARE SPACE CLFR CHILD CARE FACILITY AGREEMENT (the "Amendment No. 1"), is made and entered into this ___ day of November, 2024, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and Machinists Institute (the "Agency") (each a "Party"; collectively the "Parties").

RECITALS

WHEREAS, Snohomish County and Machinists Institute executed an agreement on July 12, 2024, entitled MACHINISTS INSTITUTE CHILD CARE FACILITY RENOVATIONS AND OUTDOOR CHILD CARE SPACE CLFR CHILD CARE FACILITY AGREEMENT (the "Agreement") for supplies and building materials to construct a new child care facility; and

WHEREAS, child care continues to be needed in Snohomish County and the existing facilities within Snohomish County are insufficient to meet the need; and

WHEREAS, the Parties desire to amend the Agreement to add additional child care classrooms and increase the total number of students served by the Project.

AGREEMENT

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

Section 1. Cover Sheet, Maximum Contract Amount, of the Agreement is hereby amended to read as follows:

Maximum Contract Amount: \$1,000,000

Section 2. Section I (General Agreement), Paragraph 1, of the Agreement is hereby amended to read as follows:

The Agency hereby agrees, to undertake the Child Care Facility Renovations and Outdoor Child Care Space Child Care Project more fully described in **Exhibit A** (the "**Project**"), attached hereto and by this reference incorporated herein and to receive up to **One Million Dollars (\$1,000,000)** (the "**Contract Maximum**") on a cost reimbursement bases for eligible expenses, more fully described in **Exhibit B** (the "**Project Budget**"), attached hereto and by this reference incorporated herein.

Section 3. Section I (General Agreement), Subsection A Funding Source; Loan; Promissory Notes; Deed of Trust, Paragraph 1, Sentence 1, is hereby amended to read as follows:

1. **Loan Term:** The Agency is hereby provided a forgivable loan (the “Loan”) in the amount of **One Million Dollars (\$1,000,000)** for the undertaking and performance of the Project.

Section 4. Section I (General Agreement), Subsection D Term of Agreement, is hereby amended to read as follows:

The Effective Date (“**Effective Date**”) of this Agreement shall be the date first written above. The Term of this Agreement begins on the Effective Date and expires on **December 31, 2039**, except that the provisions set forth in **Section I.G.** shall survive this Agreement. Notwithstanding the Effective Date, this Agreement shall govern the conduct of the parties from January 1, 2024, through December 31, 2039.

The Agency shall perform the requirements of this Agreement in two periods during the Term of this Agreement: 1) The **Construction and Reimbursement Period** and 2) the **County Compliance Period**. The Construction and Reimbursement Period shall begin on the Effective Date and continue until the County has made all payments for reimbursable costs under this Agreement. During the Construction and Reimbursement Period, Agency shall complete construction of the Project by **September 30, 2026**. The County Compliance Period shall commence immediately following the end of the Construction and Reimbursement Period and shall continue until **December 31, 2039**.

Section 5. Section II (Use of Property), Subsection G Project Restructuring, Transfer, Sale, Change of Use, Paragraph 3, is hereby amended to read as follows:

3. If the change of use occurs after **December 31, 2039**, the Agency shall promptly notify the County to obtain appropriate disposition instructions pursuant to 2 CFR § 200.311.

Section 6. **Exhibit A – Project Description** is hereby replaced in its entirety with a new Exhibit A, attached hereto and by this reference incorporated herein.

Section 7. **Exhibit B – Contract Budget – Cost Reimbursement** is hereby replaced in its entirety with a new Exhibit B, attached hereto and by this reference incorporated herein.

Section 8. Concurrently with the execution of this Amendment No. 1, in order to amend the Use Restriction Covenant Agreement (“Covenant Agreement”) dated July 31, 2024, and recorded in the records of Snohomish County under recording number 202408210313, Agency shall execute and record an amendment (“First Amendment to Use Restriction Covenant

Agreement”) to the Covenant Agreement. The form of **First Amendment to Use Restriction Covenant Agreement** is attached hereto as **Exhibit C**.

Section 9. Exhibit D – Specific Terms and Conditions – CLFR Terms and Conditions, Paragraph 1, Sentence 2, is hereby amended to read as follows:

These CLFR Terms and Conditions apply to the Machinists Institute’s (the “Subrecipient”) Project, for which the County has agreed to pay an amount not to exceed \$1,000,000.

Section 10. Exhibit E-1 – Cost Certification is hereby replaced in its entirety with a new Exhibit E-1, attached hereto and by this refence incorporated herein.

Section 11. Concurrently with the execution of this Amendment No. 1, in order to amend the Promissory Note, Agency shall execute an amendment (“First Amendment to Promissory Note”) to the Promissory Note dated July 31, 2024, in the original principal amount of \$500,000. The form of **First Amendment to Promissory Note** is attached hereto as **Exhibit G**.

Section 12. Concurrently with the execution of this Amendment No. 1, in order to update the Loan Amount to the new total Loan Amount, Agency shall execute and record an amendment (“First Amendment to Deed of Trust”) to the Deed of Trust dated July 31, 2024, and recorded in the real property records of Snohomish County, Washington under recording number 202408210314 (the “Deed of Trust”). The form of **First Amendment to Deed of Trust** is attached hereto as **Exhibit H**.

Section 13. All other terms and conditions of the Agreement, and the Promissory Note, Deed of Trust, and Use Restriction Covenant Agreement (collectively, the “Loan Documents”), remain unchanged. In the event of a conflict or inconsistency between the provisions contained in the Loan Documents and this Amendment No. 1, the provisions of this Amendment No. 1 shall prevail.

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

By **Klein, Ken** Digitally signed by Klein, Ken
Date: 2024.11.13 10:48:23
-08'00'
Name: Ken Klein
Title: Executive Director

GRANTOR:

Machinists Institute, a Washington non-profit corporation

By _____
Name: _____
Title: _____

Approved as to Form:

COUNCIL USE ONLY	
Approved	<u>11/13/2024</u>
ECAF #	<u>2024-2863</u>
MOT/ORD	<u>Motion 24-477</u>

Approved as to Form:

Wendling,
Rebecca

Digitally signed by Wendling,
Rebecca
Date: 2024.11.01 11:02:50
-07'00'

Deputy Prosecuting Attorney

EXHIBIT A
PROJECT DESCRIPTION
MACHINISTS INSTITUTE CHILD CARE FACILITY RENOVATIONS AND OUTDOOR CHILD CARE SPACE

I. PROJECT SUMMARY

Project Name: Machinists Institute Child Care Facility Renovations And Outdoor Child Care Space

Identification Number: CLFR-123

Project Expenditure Category (EC): 2.11 Healthy Childhood Environments: Child Care

Project Demographics:

X	Impacted	X	Disproportionately Impacted
X	Low- or moderate-income households ¹		Low-income households and populations
	Households that experienced unemployment		Households and populations residing in Qualified Census Tract(s) Number(s) Specify:
	Households that experienced food or housing insecurity		Households that qualify for certain federal programs ² Specify:
	Households that qualify for certain federal programs ³ Specify:		Households receiving services provided by Tribal governments
	For services to address lost instructional time in K-12 schools: any students that lost access to in-person instruction for a significant period of time		Households residing in U.S. territories or receiving services from these governments Specify:
	Other households or populations that experienced a negative economic impact other than those listed above Specify:		For services to address education disparities, Title I eligible schools
			Other households or populations that experienced a disproportionate negative impact other than those listed above Specify:

¹ Low- or moderate-income households and Qualified Census Tracts are those with (i) income at or below 300 percent of the Federal Poverty Guidelines for the size of the household or (ii) income at or below 65 percent of the Area Median Income for the county and the size of household.

² These program are: Temporary Assistance for Needy Families; Supplemental Nutrition Assistance Program; Free- and Reduced-Price Lunch Program, School Breakfast Program; Medicare Part D Low-Income Subsidies; Supplemental Security Income; Head Start and Early Head Start; Special Supplemental Nutrition Program for Women, Infants, and Children; Section 8 and PHA Project Based Vouchers; Low-Income Home Energy Assistance Program; and Pell Grants.

³ Low-income households and Qualified Census Tracts are those with (i) income at or below 185 percent of the Federal Poverty Guidelines for the size of the household or (ii) income at or below 40 percent of the Area Median Income for the county and the size of household.

Project Overview:

This project partially funds (1) the renovation of an existing building to meet licensing requirements as a child care center and (2) the development of dedicated outdoor space for nature-based child care programming. Both child care programs will be managed by the Machinist Institute.

The child care programs will be located at: 2407 106th Street SW Everett, WA 98204. The programs will provide child care opportunities to individuals enrolled in Machinist Institute training programs as well as individuals and households employed as machinists throughout Snohomish County and other households in Snohomish County.

Evidence Base/Evaluation:

The impacts of access to high-quality early childhood education programs are well-documented through multiple evaluations.

Early childhood, particularly the first 5 years of life, impacts long-term social, cognitive, emotional, and physical development. (Karloly, L. A., Kilburn, M. R., & Cannon, J. S. (2006). Early childhood interventions: Proven results, future promise. Rand Corporation.; Anderson, L. M., Shinn, C., Fullilove, M. T., Scrimshaw, S. C., Fielding, J. E., Normand, J., ... & Task Force on Community Preventive Services. (2003). The effectiveness of early childhood development programs: A systematic review. *American Journal of Preventive Medicine*, 24(3), 32–46.)

Early childhood programs are a critical outlet for fostering the mental and physical development of young children. High-quality early childhood programs can increase earning potential and encourage and support educational attainment. (Campbell, F., Conti, G., Heckman, J. J., Moon, S. H., Pinto, R., Pungello, E., & Pan, Y. (2014). Early childhood investments substantially boost adult health. *Science*, 343(6178), 1478–1485.)

Furthermore, access to outdoor space is demonstrated to support child development in every major way – intellectually, emotionally, socially, and physically. Outdoor play is linked to improved outcomes in children’s social- emotional, cognitive, and physical development as well as academic gains.

New America. Rethinking Outdoor Space for High-Quality Early Learning (2022). <https://www.newamerica.org/education-policy/briefs/rethinking-outdoor-space-for-high-quality-early-learning>.

Data Elements to Be Collected:

Project Data Elements:

Data elements to be collected include:

Information about the participants in the child care program:

- Unduplicated number of students enrolled in the program;
- Unduplicated number of households enrolled in the program;
- Student race (American Indian or Alaska Native, Asian, Black or African American, Native Hawaiian or Other Pacific Islander, White, Other, Mixed Race);
- Student ethnicity (Hispanic or Latinx, Not Hispanic or Latinx);
- Zip code of student household residence or current living situation;
- Student household income amount (0-30% AMI, 31-65% AMI, above 65% AMI)

Data elements provided are to be deidentified and disaggregated by number of participants, race, ethnicity, gender, zip code, council district, participant income amount, and target population.

II. STATUTORY ELIGIBLE USE

The Project complies with the following Statutory Eligible Use: to respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households.

III. REPORTING

The Subrecipient shall submit to the County such reports as the County requests pursuant to the requirements of federal, state, and local law, regulations, and guidance as applicable. At a minimum, the Subrecipient shall submit reports in a format prescribed by the County, the following reports:

Report Title	Description	Due Date
Quarterly Performance Report	Report on the above project data elements for each quarter as well as cumulatively.	Jan 10 th , April 10 th , July 10 th , Oct 10 th each year through January 2027.

Annual Program Report	Report on the above project data elements annually. Narrative that highlights work-to-date, best practices, obstacles, lessons learned and how lessons learned are being integrated into program implementation.	June 30 th , 2025 and annually June 30 th through December 31 st , 2039.
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IV. PROJECT DESCRIPTION

The funds provided will be used to create dedicated child care space (the “**Project**”) on a parcel of land (the “**Property**”) in the City of Everett, Snohomish County, Washington, the legal description of which is attached to this **Exhibit A** as Attachment 1, incorporated herein.

Subrecipient shall use funds to (1) renovate an existing building to meet licensing requirements as a child care center, serving households at or below 65% AMI and (2) develop an outdoor space for a nature-based child care program. The building renovation shall have space to serve up to 144 children per day and have a licensed capacity of 72. The outdoor project shall establish play areas for three (3) groups of twenty (20) children, construct one (1) utility building, and construct one (1) covered play structure.

All children enrolled in either program shall have access to the outdoor space.

For the building renovation, Subrecipient shall substantially renovate 6,872 square feet of the existing 11,400 square foot building on the site. The building footprint shall remain the same, construction shall not include any additions. New site construction shall include filling and paving a concrete loading ramp (same impervious area), replacing surface detention pond south of the building with underground detention in order to add play area for infants/toddlers (fencing and gate surrounding the area), adding new sewer line to service main in the road in front of the property, and frontage improvements.

For the outdoor project, Subrecipient shall establish three (3) clearly delineated outdoor zones for each group of children at 1,500 square feet each for a total of 4,500 square feet. Subrecipient shall also construct a utility building at 540 square feet that shall include shared storage for each group of children, custodial space, and house plumbing, mechanical, and electrical needs for the project. Subrecipient shall construct one (1) covered play structure at 1,600 square feet.

Both projects shall be located at **2407 106th Street SW Everett, WA 98204.**

Upon completion of the Construction and Reimbursement Period and necessary Washington State licensing, Subrecipient shall operate a child care program with licensed capacity to serve seventy two (72) children until the conclusion of the County Compliance Period.

Target Population shall be low- and moderate-income households, with low- and moderate- income households defined as those with Area Median Incomes (AMI) at or below 65% for the Seattle-Bellevue, WA HUD Metro FMR area. If at any time HUD no longer estimates median income, the income standard shall be based on a program selected by the County.

The Subrecipient shall complete construction on outdoor child care project by **September 30, 2026**.

The Subrecipient shall submit all requests for reimbursement by **October 10, 2026**.

The Property:

- is not located in a Qualified Census Tract.
- is located in a 2022 Qualified Census Tract: 53061041905.

In consideration of the funds provided for construction, Subrecipient shall operate the child care facility for the Target Population until **December 31, 2039**. After **December 31, 2039**, Subrecipient shall still be bound by 2 CFR § 200.311 concerning disposition standards, as set forth in this Agreement.

V. PERFORMANCE REQUIREMENTS AND LICENSING

Subrecipient shall:

1. Collect and report Key Performance Indicators: Performance Data Elements, Outputs, and Outcomes. Data elements provided are to be deidentified and disaggregated by number of participants, race, ethnicity, gender, zip code, participant income amount, and focus population.
 - a. Project Data Elements are described above.
 - b. Project Output Measure(s) are as follows:

Measure	Description	Output
Enrollment	Unduplicated children from households at or below 65% AMI enrolled in the child care program	20% of students enrolled Calculated as: [Families using WCCC + families with documented low- and moderate income]/[total families served by the 72 slots]

- c. Project output measures are to be deidentified and disaggregated by participant race, participant gender, participant ethnicity, participant zip code, and participant income level.
2. The Subrecipient shall meet the requirements of WAC, applicable local and state rules, and state and federal statutes. In addition, the Subrecipient shall meet the applicable specific program requirements for licensure and certification to perform child care services on the Property and any other license or permit required to complete the Project. A copy of the certification shall be submitted to the County upon request.
3. The Subrecipient shall maintain relevant and appropriate licensure by the State of Washington to provide child care services and any other license or permit required to complete the Project. The Subrecipient shall notify the County in writing within five (5) business days of any change in licensure status.
4. All services provided under this Contract shall meet all standards set forth in federal, state, and local law as amended, and WACs and RCWs, as amended.
5. The Subrecipient shall meet all applicable standards for program operations set forth in WAC and RCW. The Subrecipient shall ensure that WAC and RCW requirements are followed and are adjusted as the WAC and RCW are amended.
6. Staff and volunteers who have access to children or vulnerable adults are required to have a background check per RCW and WAC. A background check is required at the time of employment or commencement of volunteer duties. A Subrecipient shall conduct additional background checks if circumstances arise that cause the Subrecipient concern. The Subrecipient shall ensure that all persons convicted of crimes preventing contact with vulnerable populations are prohibited from having access to those populations.

VI. DOCUMENTATION

The Subrecipient shall:

1. Ensure all ARPA requirements for documentation are met;
2. Confirm that households receiving services reside or work in Snohomish County;
3. Submit all required reports documenting performance in a timely manner. All reports shall be completed on approved forms and in accordance with procedures issued by the County. In the event the Subrecipient fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Subrecipient or order payment stopped to the Subrecipient in an amount proportional to the data estimated to be outstanding until such time that the data is current;
4. Provide additional data or records as requested by the County; and

Assure that accurate and appropriate documentation is maintained to support the provision of each incurred expense

EXHIBIT B

**CONTRACT BUDGET – COST REIMBURSEMENT
CLFR-123**

AGENCY NAME: Machinists Institute

CONTRACT PERIOD: 01/01/2024 to 09/30/2026

FUNDS AWARDED UNDER CONTRACT:

REVENUE SOURCE	FUNDING PERIOD	AMOUNT	AMENDMENT	TOTAL AMOUNT
American Rescue Plan Act	1/01/2024 – 09/30/2026	\$ 1,000,000		\$ 1,000,000
Coronavirus State and Local Fiscal				-
Recovery Funds				-
				-
				-
				-
TOTAL FUNDS AWARDED:		\$ 1,000,000	\$ -	\$ 1,000,000

MATCHING RESOURCES:

TOTAL MATCHING RESOURCES:	

MATCH REQUIREMENTS FOR CONTRACT:	%	AMOUNT:

OTHER PROGRAM RESOURCES (Identify):

SOURCE	FUNDING PERIOD	AMOUNT

TOTAL OTHER RESOURCES: \$ _____

EXHIBIT B (cont)

CATEGORY	FUND SOURCE	FUND SOURCE	FUND SOURCE	FUND SOURCE	TOTAL	MATCHING RESOURCES	OTHER RESOURCES
	CLFR-123						
Salaries/Wages					-		
Benefits							
Supplies/Minor Equip.	\$965,742				\$965,742		
Prof. Services	\$34,258				\$34,258		
Postage							
Telephone							
Mileage/Fares							
Meals							
Lodging							
Advertising							
Leases/Rentals							
Insurance							
Utilities							
Repairs/Maint.							
Client Flex Funds							
Client Rent							
Printing							
Dues/Subscrip.							
Regis./Tuition							
Machinery/Equip.							
Administration							
Indirect							
Occupancy							
Miscellaneous							
Misc. Construction							
Acquisition							
Relocation							
Closing/Title/Recording							
Legal							
Consultant Reports							
Construction/Rehabilitation							
Appraisal							
Cash Advance							
Other							
TOTAL	\$1,000,000	\$ -	\$ -	\$ -	\$1,000,000	\$ -	\$ -

EXHIBIT B (cont) DETAIL SALARIES / WAGES

POSITION	FUND SOURCE	% OF TIME TO FUND SOURCE	TOTAL MONTHLY	MONTHLY CHARGE TO FUND SOURCE	# OF MONTHS	TOTAL CHARGE TO FUND SOURCE

TOTAL: \$0

NOTE: Above figures may reflect rounding

EXHIBIT C
FIRST AMENDMENT TO USE RESTRICTION COVENANT AGREEMENT

WHEN RECORDED RETURN TO:

Snohomish County
3000 Rockefeller Ave., M/S 407
Everett, WA 98201
Attention: Jessica Ruhle

FIRST AMENDMENT TO USE RESTRICTION COVENANT AGREEMENT

MACHINISTS INSTITUTE
CHILD CARE FACILITY RENOVATIONS AND OUTDOOR CHILD CARE SPACE

GRANTOR: **MACHINISTS INSTITUTE**, a non-profit corporation of the State of Washington

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

LEGAL DESCRIPTION: SEC 23 TWP 28 RGE 04RT-7D) E1/5 OF NE1/4 SW1/4 NW1/4 EXC S 20FT THOF CONVYD TO SNO CO FOR RD BY DEED REC UNDER AUDS FILE NO 453318

(Additional Legal Description on page)

TAX PARCEL NUMBERS: 28042300201500

REFERENCE NO(S): 202408210313

This First Amendment to Use Restriction Covenant Agreement (the “First Amendment to Covenant Agreement”), is made this ____ day of _____, by and between **MACHINISTS INSTITUTE**, a Washington non-profit corporation, (the “Grantor” or the “Owner”) and **SNOHOMISH COUNTY** (the “Grantee” or the “County”), a political subdivision of the State of Washington.

WITNESSETH: This First Amendment to Covenant Agreement amends the Use Restriction Covenant Agreement (the “Covenant Agreement”) dated July 31, 2024, and recorded under Snohomish County Auditor File No. 202408210313 encumbering the real property legally described on Attachment 1 attached hereto.

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

1. This First Amendment to Covenant Agreement is to be attached to and is to become a permanent part of the Covenant Agreement.
2. Effective as of the date of this First Amendment to Covenant Agreement, the term “Compliance Period” as used in the Covenant Agreement means the period ending on December 31, 2039.
4. Except as amended by this First Amendment to Covenant Agreement, the provisions of the Covenant Agreement are not changed, altered or amended, and they remain in full force and effect.
5. This First Amendment to Covenant Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the parties hereto have executed and delivered by their duly authorized representatives this First Amendment to Covenant Agreement as of the day and year written above.

OWNER: **MACHINISTS INSTITUTE**, a non-profit corporation of the State of Washington

By: _____
Shana Peschek, Executive Director

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
)SS.
COUNTY OF _____)

On this _____ day of _____, 2024, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, to me personally known (or proved on the basis of satisfactory evidence), appeared before me, **Shana Peschek** and said person acknowledged that s/he executed the foregoing instrument on oath and stated that s/he was authorized to execute the instrument as the **Executive Director** of **MACHINISTS INSTITUTE**, a non-profit corporation of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of said corporation on behalf of said company, on behalf of said company, for the uses and purposes therein mentioned.

By: _____

(Print Name)

My appointment expires: _____

IN WITNESS WHEREOF, the parties hereto have executed and delivered by their duly authorized representatives this First Amendment to Covenant Agreement as of the day and year written above.

COUNTY:

SNOHOMISH COUNTY, a political subdivision of the State of Washington

By: _____
County Executive

Date: _____

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
)SS.
COUNTY OF _____)

On this _____ day of _____, **2024**, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, to me personally known (or proved on the basis of satisfactory evidence), appeared before me, , and said person acknowledged that s/he executed the foregoing instrument on oath and stated that s/he was authorized to execute the instrument as the, **SNOHOMISH COUNTY**, a political subdivision of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of said jurisdiction on behalf of said jurisdiction for the uses and purposes therein mentioned.

By _____

(Print Name)

My appointment expires: _____

ATTACHMENT 1

Property Legal Description

Real property in the City of Everett, County of Snohomish, State of Washington, described as follows:

LEGAL DESCRIPTION:

SEC 23 TWP 28 RGE 04RT-7D) E1/5 OF NE1/4 SW1/4 NW1/4 EXC S 20FT THOF CONVYD TO SNO CO FOR RD BY DEED REC UNDER AUDES FILE NO 453318

TAX PARCEL NO(S): 28042300201500

Situs Address: 2407 106TH ST SW, EVERETT, WA 98204-362

EXHIBIT G

FORM OF

**FIRST AMENDMENT TO
PROMISSORY NOTE**

This First Amendment to Promissory Note (this “**Amendment**”) is dated the ____ day of _____, 2024 and amends the Promissory Note dated July 31, 2024 made by Machinists Institute, a Washington non-profit corporation, payable to the order of Snohomish County, a political subdivision of the State of Washington, as Holder (the “**Promissory Note**”).

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Machinists Institute, a Washington non-profit corporation (“**Maker**”), and Snohomish County, a political subdivision of the State of Washington, agree as follows:

1. This Amendment is to be attached to and is to become a permanent part of the Promissory Note.
2. Effective as of the date of this Amendment, the term “**Loan**” and “**Grant**” as used in the Promissory Note means “the principal sum of One Million Dollars (\$1,000,000) on the terms and conditions set forth herein and in the Agreement, as amended.”
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 benefit of the parties hereto and their respective successors and assigns.

[Signatures on Following Pages]

EXHIBIT H

FIRST AMENDMENT TO DEED OF TRUST

WHEN RECORDED RETURN TO:

Snohomish County
3000 Rockefeller Ave., M/S 407
Everett, WA 98201
Attention: Jessica Ruhle

FIRST AMENDMENT TO DEED OF TRUST

**MACHINISTS INSTITUTE
CHILD CARE FACILITY RENOVATIONS AND OUTDOOR CHILD CARE SPACE**

GRANTOR: **MACHINISTS INSTITUTE**, a non-profit corporation of the State of Washington

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

GRANTEE (TRUSTEE): **FIRST AMERICAN TITLE COMPANY**

LEGAL DESCRIPTION: SEC 23 TWP 28 RGE 04RT-7D) E1/5 OF NE1/4 SW1/4 NW1/4 EXC S 20FT THOF CONVYD TO SNO CO FOR RD BY DEED REC UNDER AUDS FILE NO 453318

(Additional Legal Description on page)

TAX PARCEL NUMBERS: 28042300201500

REFERENCE NO(S): 202408210314

THIS FIRST AMENDMENT TO DEED OF TRUST (this “Amendment”), made this ____ day of _____, 2024, by and among Machinists Institute, a Washington non-profit corporation, GRANTOR, whose mailing address is c/o 2407 106th Street SW, Everett, WA 98204; First American Title Insurance Company, a Washington corporation, TRUSTEE, whose address is 2707 Colby Ave, Suite 601, Everett, WA 98201, and Snohomish County, a political subdivision of the State of Washington, BENEFICIARY, whose address is 3000 Rockefeller Avenue, MS 305, Everett, WA 98201.

WITNESSETH: This Amendment amends the Deed of Trust (“Deed of Trust”) dated July 31, 2024 and recorded under Snohomish County Auditor File No. 202408210314 encumbering the real property legally described on Attachment 1 attached hereto.

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 is to 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 July 31, 2024 made by Machinists Institute, a Washington non-profit 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 loan evidenced by the Note is the principal sum of One Million Dollars (\$1,000,000) on the terms and conditions set forth herein and in the 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.

[Signatures on Following Pages]

ATTACHMENT 1

Property Legal Description

Real property in the City of Everett, County of Snohomish, State of Washington, described as follows:

LEGAL DESCRIPTION:

SEC 23 TWP 28 RGE 04RT-7D) E1/5 OF NE1/4 SW1/4 NW1/4 EXC S 20FT THOF CONVYD TO SNO CO FOR RD BY DEED REC UNDER AUDES FILE NO 453318

TAX PARCEL NO(S): 28042300201500

SITUS ADDRESS: 2407 106TH ST SW, EVERETT, WA 98204-3628