

AFTER RECORDING RETURN TO:
Snohomish County Public Works
ATTN: Steve Dickson
3000 Rockefeller, MS 607
Everett, WA 98201

CONFORMED COPY
201405010135 2 PGS
05/01/2014 10:00am \$73.00
SNOHOMISH COUNTY, WASHINGTON

Parties: City of Granite Falls and Snohomish County
Tax Account No. Not applicable
Legal Description Not applicable
Reference No. Interlocal Agreement AF#200703220634

**AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT BETWEEN
SNOHOMISH COUNTY AND THE CITY OF GRANITE FALLS
CONCERNING DESIGN AND CONSTRUCTION OF AN ALTERNATE ROUTE TO
ALLEVIATE THE IMPACTS OF HEAVY-VEHICLE TRAFFIC ON THE CITY**

This is Amendment No. 1 to the Interlocal Agreement Between Snohomish County and the City of Granite Falls Concerning Design and Construction of an Alternate Route to Alleviate the Impacts of Heavy-Vehicle Traffic on the City ("Agreement") made and entered into on February 28, 2007, by and between Snohomish County ("County"), a political subdivision of the State of Washington, and the City of Granite Falls ("City"), a municipal corporation.

WHEREAS, the City and the County previously entered into an interlocal agreement on October 18, 2000, to jointly fund a predesign study to examine alternate routes for heavy truck traffic around the City from the Mountain Loop Highway to SR 92; and

WHEREAS, the City and the County entered into a separate interlocal agreement on July 31, 2002, for reciprocal mitigation of transportation impacts wherein a portion of the funds collected by the City will be used for construction of the alternate route; and

WHEREAS, the City and the County agreed that for the engineering, design, right-of-way acquisition and construction phases, hereinafter referred to as the "Project", the County would be the lead agency; and

WHEREAS, the City and County agreed to jointly fund the Project and that each would be responsible for one-half of the total fees and costs of the Project as further defined in the Agreement; and

WHEREAS, the Agreement allows changes, amendments, or additions to the Agreement so long as such modifications are made in writing, executed by both parties, and recorded with the Snohomish County Auditor; and

WHEREAS, the Project was completed on August 23, 2012; and

WHEREAS, the City has not satisfied all its financial obligations in accordance with the Agreement; and

WHEREAS, the County and the City agree that the County may surplus and sell any excess real and personal property acquired by the County but not used for the Project, in order to reduce their respective financial obligations.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed that the Agreement shall be amended as follows:

AMENDMENT TO AGREEMENT – DISPOSITION OF ASSETS

1. The purpose of this Amendment No. 1 to the Agreement is to further establish the rights and responsibilities of the City and the County regarding Disposition of Assets.
2. Disposition of Assets, Section VI, J. of the Agreement is hereby amended to add a new Subsection J.5 to read as follows:

J.5. As allowed by law, the County may surplus and sell any real or personal property interests it may have acquired but not used for the Project prior to the City satisfying all of its financial obligations under the Agreement. The County and City will each be credited one-half of the sale proceeds against their respective outstanding financial obligations related to the Project.

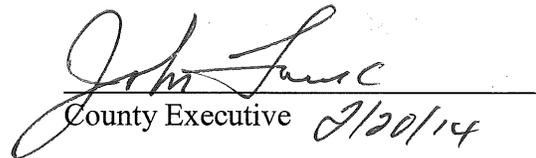
Dated this 20 day of FEBRUARY, 2014

CITY OF GRANITE FALLS

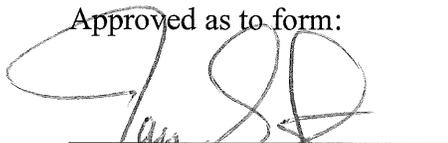
SNOHOMISH COUNTY



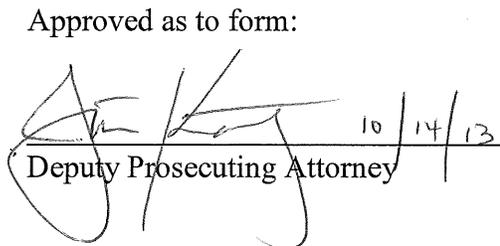
Mayor



County Executive 2/20/14

Approved as to form:


City Attorney

Approved as to form:


Deputy Prosecuting Attorney 10/14/13

COUNCIL USE ONLY
Approved: 2-19-14
Docfile: D-13