

**AMENDMENT No. 1  
AGREEMENT TO AMEND INTERLOCAL AGREEMENT**

**Use of City and District Recreational Facilities and Services Dated August 7, 2018**

**I. Parties.**

This Amendment (“Amendment No. 1”) to the Use of City and District Recreational Facilities and Services Interlocal Agreement (“Agreement”) is entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, by and between the City of Mountlake Terrace (“City”) and Edmonds School District #15 (“District”), both municipal corporations under the laws of the State of Washington who are collectively referred to herein as “Parties”.

**II. Recitals.**

**WHEREAS**, City and District entered into the Agreement in August 2018, which is currently in effect; and

**WHEREAS**, the Agreement maximizes public benefit by implementing an agreement for the use of City and District facilities; and

**WHEREAS**, the mutual use of each Party’s facilities and services were equitable at the time the Agreement was entered into; and

**WHEREAS**, the “Use of City and District Recreational Facilities and Services” includes the annual cost exchange deadline as January 31<sup>st</sup> as outlined in Section 5; and

**WHEREAS**, the City and the District mutually agree and desire to amend this date to reflect the school year calendar; and

**WHEREAS**, in light of the foregoing the Parties desire to amend Section 5 to reflect a date of reporting cost exchange information by September 30.

**NOW THEREFORE, IN CONSIDERATION** of the benefits to be derived and the terms and conditions set forth herein the City of Mountlake Terrace and the Edmonds School District # 15 do hereby agree as follows:

**III. Amendment.**

Section 5 of the Agreement is hereby amended to read as follows:

**Annual Cost Exchange.** The City’s Recreation and Parks Department and the District’s Facilities Operations Department shall exchange a cost report by September 30, 2021 and every year thereafter during the term or renewal terms of this Agreement. Each report shall state the cost of labor, utilities, supplies, replacement equipment and damages attributable to the other Party’s use of recreational facilities subject to this Agreement for that calendar year. The use of facilities under an Interlocal Cooperation Agreement, dated February 2002 and as amended between the parties hereto shall be valued on the formula(s) and other provisions set forth in that Agreement. District facilities not currently under an Interlocal Cooperation Agreement shall be valued under the terms of District Policy 4260 and Procedure

4260P 'Community Use of District Facilities,' copies attached as **Exhibit "C"** and incorporated by this reference as though fully set forth. The Kids Krew sites and theater will be billed to the City at the Group 2A rate for each facility according to District Policy 4260. City Facilities not currently under an Interlocal Cooperative Agreement between the Parties hereto shall be valued under the terms of the Recreation and Park Fee Schedule approved by City Council annually. In the event that either Party determines that these annual cost reports do not demonstrate that the Parties use of the facilities subject to this Agreement are not of similar or acceptable value, the City's and the District's Designated Representatives shall meet to discuss opportunities to either increase or decrease one or the other's use of City or District facilities.

IV. Effect of Amendment.

If any term of this Agreement is held invalid or unenforceable, the remainder of the Agreement will not be affected but continue in full force. The terms and conditions set forth in this Amendment are not intended to conflict with the terms and conditions of any other Interlocal Agreement in effect at the time of this agreement's adoption. In the event of such a conflict, the parties mutually agree to negotiate a settlement or adjustment to the terms and conditions contained in any conflicting language thereof. Except as specifically set forth in this Amendment No. 1 all other terms and exhibits shall remain unmodified and in full force and effect.

V. Effective Date of Amendment.

This Amendment No. 1 shall become effective upon the day the second Party executes this Amendment.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 on the dates indicated below:

For the City of Mountlake Terrace

For Edmonds School District #15

\_\_\_\_\_  
Scott Hugill  
City Manager

\_\_\_\_\_  
Gustavo Balderas, Ed.D  
Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_  
Hillary J. Evans  
City Attorney

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ signed this instrument, on oath stated that they were authorized to execute the instrument, and acknowledged it, as the \_\_\_\_\_, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

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Print Name: \_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_