1 SECOND AMENDMENT TO INTERLOCAL AGREEMENT 2 BETWEEN PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY 3 AND CITY OF LYNNWOOD 4 FOR THE 196TH ST SW IMPROVEMENT PROJECT 5 6 7 This SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN 8 PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY AND CITY OF LYNNWOOD FOR THE 196TH ST SW IMPROVEMENT PROJECT ("Second 9 10 Amendment") is made by and between Public Utility District No. 1 of Snohomish County, a Washington municipal corporation ("District"), and the City of Lynnwood, a Washington 11 municipal corporation ("City"), on the <sup>27th</sup>day of March, 2023. The City and the Developer are 12 13 collectively referred to as the "Parties" or individually as a "Party." 14 15 **RECITALS** 16 17 A. The Parties entered into the Interlocal Agreement between Public Utility District No. 1 of Snohomish County and the City of Lynnwood for the 196th St. SW Improvement Project, dated 18 19 October 8, 2020 (the "Agreement"). The Agreement's purpose is to facilitate the construction and 20 coordination of the replacement of the District's overhead utility system with an underground utility system within the area of, and as part of, the City's 196th Street SW Improvement Project 21 22 (the "Project"). 23 24 B. The Parties desire to amend Section 7.2 of the Agreement to increase the relocation 25 cost credit amount from \$1,150,000 to \$1,393,229. 26 27 NOW, THEREFORE, in consideration of the mutual covenants contained herein, the 28 Parties agree to amend the Agreement as described below. 29 30 1. Section 7.2 of Agreement (Relocation Cost Credit), Amended. Section 7.2 of the Agreement is amended to read as follows: 31 32 33 7.2. Relocation Cost Credit. The District will provide the City with an 34 overhead-to-overhead utility relocation cost credit of One Million Three 35 Hundred Ninety-Three Thousand Two Hundred Twenty-Nine Dollars 36 (\$1,393,229). The City will reimburse the District for any actual costs incurred beyond the relocation cost credit. These costs shall be totaled 37 38 in the City's Final Cost Summary.

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other terms and conditions of the Agreement shall remain in full force and effect and unchanged.

2. **Effect of this Second Amendment.** Unless expressly revised by this Amendment, all

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**IN WITNESS WHEREOF,** the Parties have executed this Second Amendment. 1 2 **CITY: DISTRICT:** CITY OF LYNNWOOD PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY DocuSigned by: Its: CEO/GM Its: Mayor Approved as to form: Approved as to form: DocuSigned by: Lisa M. Marshall Paul McMurray, District's Attorney Lisa M. Marshall, City Attorney

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