

AMENDMENT TO INTERLOCAL AGREEMENT

This AMENDMENT TO INTERLOCAL AGREEMENT, dated as of oct 23, 2009 (the "Amendment") is made by and among the CITY OF GRANITE FALLS (the "City"), the SNO-ISLE INTERCOUNTY RURAL LIBRARY DISTRICT (the "District") and the GRANITE FALLS LIBRARY CAPITAL FACILITY AREA ("GFLCFA") (collectively, the "Parties" and each a "Party").

RECITALS

WHEREAS, upon the request of the City Council of the City and the Board of Trustees of the District and the approval of the voters, all pursuant to chapter 27.15 RCW, the Granite Falls Library Capital Facility Area was established to construct and finance new library capital facilities in the City; and

WHEREAS, the Parties entered into an Interlocal Agreement (the "Interlocal Agreement"), dated as of June 24, 1996, to establish their respective rights and responsibilities with respect to the library capital facilities to be acquired and constructed with the proceeds of GRANITE FALLS LIBRARY CAPITAL FACILITY AREA, SNOHOMISH COUNTY, WASHINGTON, UNLIMITED TAX GENERAL OBLIGATION BONDS, 1998 (the "Bonds"), which were approved by the voters of the GFLCFA at a special election held in conjunction with the November 7, 1995 general election; and

WHEREAS, the Parties now wish to amend the Interlocal Agreement as set forth herein;

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1. Section 3 of the Interlocal Agreement is hereby amended read as follows:

3. Operation. The District will operate the library according to the Library Annexation Agreement (the "Annexation Agreement"), between the City and the District, dated August 23, 1995, and provide "Full and complete rural library service" as defined in the Library District Board of Trustees Resolution of Policy, dated March 18, 1963, provided, however, the District shall be responsible for janitorial service for cleaning the interior of the Library and providing restroom supplies. The City shall be responsible for utilities and maintaining and repairing the interior and exterior of the Library, any surrounding lawn, landscaping, and removal of snow, litter, and other items that may accumulate on or near the building; provided, however that the Parties agree that the District shall be authorized to administer repairs to the lighting in the Bond-financed library capital facilities to correct lighting insufficiencies due to flaws in the original design, such repairs to be funded from available funds in the GFLCFA's Project Fund.

Section 2. This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and such counterparts shall together constitute but one and the same instrument.

Section 3. This Amendment shall be governed by the laws of the State of Washington and shall be binding on the Parties and their respective successors and assigns.

Section 4. All other terms of the Interlocal Agreement not hereby amended are ratified and remain the rights and obligations of the Parties.

IN WITNESS WHEREOF, this Amendment has been executed by each Party as set forth below:


CITY OF GRANITE FALLS

By 
Mayor

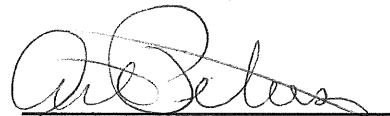
SNO-ISLE INTERCOUNTY
RURAL LIBRARY DISTRICT

By 
President

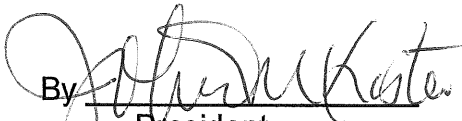
APPROVED AS TO FORM:


City Attorney


ATTEST:


Secretary

GRANITE FALLS LIBRARY
CAPITAL FACILITY AREA

By 
President

ATTEST:


Secretary