

**SECOND AMENDMENT
TO
BALLOT DROP BOX PROPERTY USE AGREEMENT
(Pierce County Auditor)**

THIS SECOND AMENDMENT TO BALLOT DROP BOX PROPERTY USE AGREEMENT (hereinafter "Second Amendment") is made and entered into as of the Effective Date (defined in Section 6 below) by and between THE CITY OF EDGEWOOD, a municipal corporation and Washington first class code city (hereinafter "Edgewood") and PIERCE COUNTY, a municipal corporation and political subdivision of the state of Washington (hereinafter "Pierce County").

R E C I T A L S

WHEREAS Edgewood and Pierce County have entered into that certain Ballot Drop Box Property Use Agreement (hereinafter "Agreement"), with an Effective Date of June 10, 2011, pursuant to which Edgewood and Pierce County agreed that it was in their mutual interest and the interest of the general public that an Auditor's ballot drop box be located on certain real property owned by Edgewood and legally described in the Agreement so as to facilitate and encourage participation in the electoral process by local residents; and

WHEREAS Edgewood and Pierce County have entered into that certain First Amendment to Ballot Drop Box Property Use Agreement (hereinafter "1st Amendment"), with an Effective Date of July 19, 2011, to change City of Edgewood to a municipal corporation and Washington first class code city.

WHEREAS Edgewood and Pierce County now desire to amend the Agreement for the replacement of the ballot drop box with a larger ballot drop box and to update notice section upon the terms, covenants and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Edgewood and Pierce County agree as follows.

A G R E E M E N T

1. Incorporation of Recitals. The above recitals are incorporated herein by this reference as if fully set forth.

2. Amendment to Exhibit B Schematic Depiction of Drop Box. Exhibit B in the Agreement shall be replaced with the attached Exhibit "B" for the schematic for the large ballot drop box.

3. Amendment to Section 11, Notices. Section 11 is hereby deleted and
SECOND AMENDMENT TO BALLOT DROP BOX PROPERTY USE PERMIT
FacilitiesMgmt_AuditorBallotDropBoxUsePermit_CityofEdgewood_SecondAmendment.doc
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replaced with the following to reflect updated contacts.

11. Notices. Any notices required or desired to be given shall be by, electronic mail or U.S. Mail to the person(s) set forth below:

To Edgewood:

City of Edgewood
Attn: City Clerk
2224 104th Avenue East
Edgewood, WA 98372
Phone: (253) 952-3299
Email: cityclerk@cityofedgewood.org

Copy to: Madrona Law Group, PLLC
Attn: Ann Marie J. Soto, Attorney at Law
14205 SE 36th Street
Bellevue, WA 98006
Phone: (425) 201-5111, Ext. 4
Email: AnnMarie@MadronaLaw.com

To Pierce County:

Pierce County Auditor-Elections Division
Attn: Kyle Haugh, Elections Manager
2501 S. 35th Street-Suite C
Tacoma, WA 98409-784
Phone: (253) 468-7544
Email: kyle.haugh@piercecountywa.gov

Copy to: Pierce County Prosecuting Attorney-Civil Division
Attn: Drew Scott, Chief Deputy Attorney
920 Fawcett Avenue
Tacoma, WA 98402-5606
Phone: (253) 798-6384
Email: drew.scott@piercecountywa.gov

Copy to: Pierce County Facilities Management
Attn: Real Property Specialist
1102 Broadway, Suite 302

Tacoma, WA 98402
Phone: (253) 798-7223
Email: rick.tackett@piercecountywa.gov &
michael.gonzales@piercecountywa.gov

Any Party, by written notice to the other in the manner herein provided, may designate contact information different from that set forth above. Any notices sent by a Party's attorney on behalf of such Party shall be deemed delivered by such Party.

4. Ratified and Confirmed. The Agreement, except as modified by this Second Amendment, is hereby ratified and confirmed in all respects and shall remain in full force and effect in accordance with its original terms, covenants and conditions.

5. Authority. Edgewood and Pierce County each represent and warrant to the other that it has the power and authority to execute this Second Amendment and to comply with the terms, covenants and conditions set forth herein.

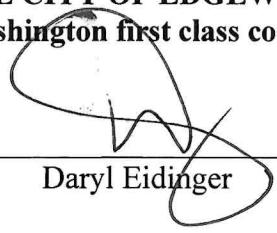
6. Construction. Seller and Purchaser each acknowledge they substantially participated in the negotiation, drafting and editing of this Second Amendment and agree that the provisions hereof shall not be construed or interpreted for or against either based on authorship.

7. Effective Date of Second Amendment. The Effective Date hereof shall be the date upon which Purchaser's County Executive has executed this Second Amendment as indicated opposite his name below.

[SIGNATURES & ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGES]

EDGEWOOD SIGNATURE PAGE

**THE CITY OF EDGEWOOD, a municipal corporation and
Washington first class code city:**

By: 

Daryl Eidinger

Its: Mayor Date 6 JULY 2023

PIERCE COUNTY SIGNATURE PAGE

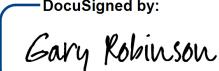
PIERCE COUNTY, a municipal corporation and political subdivision of the state of Washington:

APPROVED AS TO LEGAL FORM ONLY:

By:  DocuSigned by:
Drew Scott
AAF5F6C2D6C6442...
Deputy Prosecuting Attorney

7/28/2023 Date

RECOMMENDED:

By:  DocuSigned by:
Gary Robinson
88F99CA97BBD418...
Director, Finance

7/19/2023 Date

By:  DocuSigned by:
Linda Farmer
DF91A7D16F90443...
Pierce County Auditor

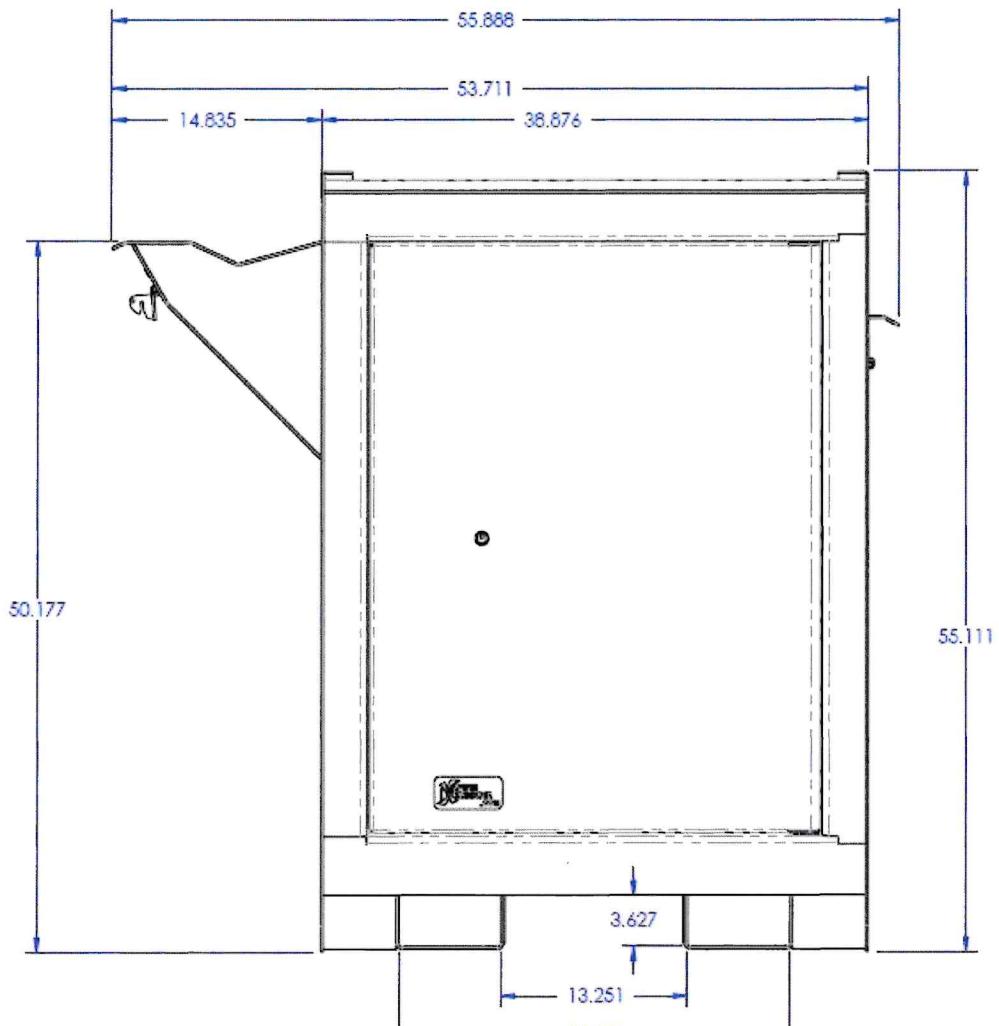
7/19/2023 Date

FINAL ACTION:

By:  DocuSigned by:
Bruce Dammeier
1BD2210628D6495...
Pierce County Executive

7/28/2023

EXHIBIT B
Schematic Depiction of Drop Box



**Transparent View
of right side**

EXHIBIT B
Schematic Depiction of Drop Box (Continued)

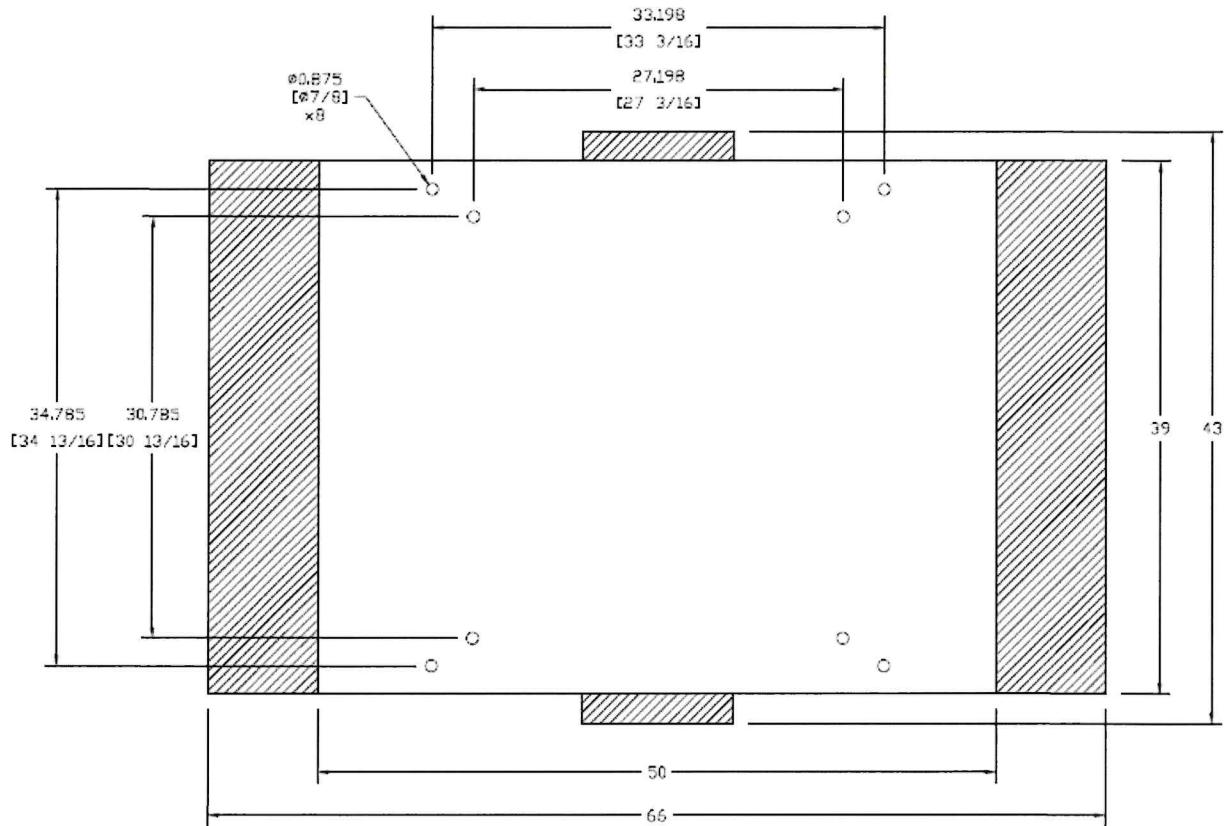


EXHIBIT B
Schematic Depiction of Drop Box (Continued)

