

**AMENDMENT TO THE
INTERLOCAL AGREEMENT BETWEEN CITY OF EDMONDS,
WASHINGTON AND CITY OF MILL CREEK, WASHINGTON
FOR A DOMESTIC VIOLENCE COORDINATOR**

THIS AMENDMENT (“Amendment”) is made and entered into as of the date set forth below between the City of Edmonds, a Washington municipal corporation (“Edmonds”), and the City of Mill Creek, a Washington municipal corporation (“Mill Creek”) (collectively “the Parties”).

RECITALS

A. The Parties entered into an interlocal agreement dated October 1, 2012 (“the Agreement”), under which the City of Edmonds agreed to provide the services of a Domestic Violence Coordinator (“DVC”) to the City of Mill Creek in exchange for payment of a specified monthly sum.

B. Section 1.b of the Agreement provides, inter alia, that in return for compensation, Edmonds shall direct the DVC to provide Mill Creek with domestic violence coordinator services for approximately thirty-three percent (33%) of the total work time to be provided by the DVC under the Agreement, and to provide Edmonds with services for the remaining approximately sixty-six percent (66%) of the total work time.

C. Since entering into the Agreement on October 1, 2012, the DVC providing services under the Agreement has determined to decrease her work hours from nineteen (19) to twelve (12) hours per week. However, the DVC will continue to provide Mill Creek with six (6) work hours per week – the same number as was previously provided. The parties have determined that, due to the possibility of further fluctuations in the DVC’s weekly hours, it is impractical to reference her work time under this Agreement in percentages. Instead, the parties have agreed that Mill Creek will be provided with approximately six (6) hours of the DVC’s work time per week on the payment terms previously agreed upon.

D. The Parties desire to amend the Agreement to clarify this change to its terms.

NOW, THEREFORE, in consideration of the mutual benefits herein contained, the Parties hereby agree as follows:

1. Section 1.b. of the Agreement is hereby amended to read as follows:

1. **Purpose:**

...

b. In return for compensation, Edmonds shall direct the DVC to provide Mill Creek with services for approximately six (6) hours per week at mutually agreed upon times and days. Both parties accept minor

variation to the six (6) hours per week schedule, as it is considered impractical to insure precise distribution of the DVC's weekly work hours due to the variation of workload requirements on any particular day, and distribution of holidays, sick leave and vacation days.

...

2. Section 4.a. of the Agreement is hereby amended to read as follows:

4. **Compensation from Mill Creek**

a. Mill Creek shall pay Edmonds a percent of Edmonds' salary and benefits costs for the DVC that is equal to the percentage of time the DVC is assigned to provide services to Mill Creek. The amount will be billed in monthly installments. Should the DVC position be vacant for a portion of the month, Edmonds shall pro-rate the invoice accordingly. The total payments by Mill Creek for 2013 services shall not exceed \$11,071.92. The annual not to exceed amount will be adjusted annually by an amount equal to the percentage Edmonds' hourly salary and benefit costs increase for the DVC as negotiated within its collective bargaining agreement with the Edmonds Police Officers Association.

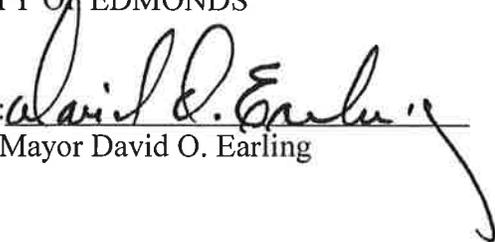
3. This amendment shall be retroactively effective to January 1, 2013, the date the DVC work hours were reduced from 19 to 12 hours per week.

4. All other terms of the Agreement shall remain in full force and effect except as amended by this Amendment. If a conflict arises between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

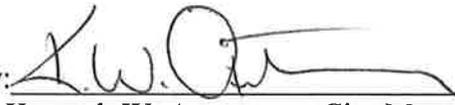
IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year written below.

EXECUTED this 22nd day of March, 2013.

CITY OF EDMONDS

By: 
Mayor David O. Earling

CITY OF MILL CREEK

By: 
Kenneth W. Armstrong, City Manager

ATTEST/AUTHENTICATED:

By: Sandra S. Chase
Sandra S. Chase, City Clerk

ATTEST/AUTHENTICATED:

By: Kelly Chelin
Kelly Chelin, City Clerk

APPROVED AS TO FORM:

By: Sharon E. Catta
Office of the City Attorney

APPROVED AS TO FORM:

By: Shane Moloney
Shane Moloney, City Attorney