

**AMENDMENT NO. 1
TO
INTERLOCAL AGREEMENT BETWEEN
THE CITIES OF DES MOINES AND NORMANDY PARK
FOR CRIMINAL PROSECUTION SERVICES**

THIS AMENDMENT is entered into on this 1 day of March, 2017, pursuant to that certain Interlocal Agreement (ILA) entered into on the 16th day of October, 2012, between the **CITY OF DES MOINES, WASHINGTON** (hereinafter "Des Moines"), and the **CITY OF NORMANDY PARK**, (hereinafter "Normandy Park").

The parties herein agree that the ILA dated October 26, 2012, shall remain in full force and effect, except for the amendments set forth as follows:

1) **Section 2** of the ILA dated October 16, 2012, is hereby amended as follows:

2. Administration. The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

The City of Des Moines's representative shall be ~~Anthony Piaseeki~~
Michael Matthias, City Manager, or his designee.

The City of Normandy Park's representative shall be ~~Doug Schulze~~,
Mark Hoppen, City Manager, or his designee.

2) **Section 3** of the ILA dated October 16, 2012, is hereby amended to add the following subsection (h):

(h) The City Attorney's Office will provide domestic violence advocate services to victims of domestic violence crimes. The Advocate will be available at set times 16 hours per week to assist victims of domestic violence. If Des Moines is unable to provide advocate services, due to budgetary reasons or a vacancy in the position, Des Moines will notify Normandy Park within 15 days and the flat rate amount defined

under Section 4(a) will be reduced by \$420 per month for each month the services are not provided.

3) **Section 4(a)** of the ILA dated October 16, 2012 is hereby amended to read as follows:

Duties of Normandy Park. Normandy Park shall perform the following duties:

(a) Pay the City of Des Moines the flat rate of ~~\$2,084~~ 2,917 per month, effective March 1, 2017 through December 31, 2017. This cost will include all attorney time, ~~and~~ paralegal time, and domestic advocate time, including but not limited to court time, trials, appeals, mileage, postage, copying, parking, court reporter, expert witnesses, filing and courier fees, Westlaw subscription, and the like. All payments and billings will be handled through the City of Des Moines and will be due within 30 days of receiving an invoice.

On the first day of January of each succeeding year, the rate shall be established by application of the Consumer Price Index, All Urban Consumers, Seattle-Tacoma-Bremerton, Washington Area, for the preceding twelve (12) month period ending in June, published by the U.S. Department of Labor, Bureau of Labor Statistics (hereinafter, "CPI"). In no event shall the amount added to the baseline rate be less than zero (0). Rates effective on the first day of January of each succeeding year shall be established by applying the CPI in a like manner to the rates of the previous year.

Except as modified hereby, all terms and conditions of ILA dated October 16, 2012, remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Addendum as of the date first above written.

<p>NORMANDY PARK:</p> <p>By: <u>Mark Hoppen</u> (signature)</p> <p>Print Name: <u>Mark Hoppen</u></p> <p>Its <u>City Manager</u> (Title)</p> <p>DATE: <u>2-28-17</u></p> <p>Approved as to form: <u>[Signature]</u> City Attorney DATE: <u>2/28/17</u></p>	<p>CITY OF DES MOINES:</p> <p>By: <u>Michael Matthias</u> (signature)</p> <p>Print Name: <u>Michael Matthias</u></p> <p>Its <u>City Manager</u> (Title)</p> <p>DATE: <u>3-13-2017</u></p> <p>Approved as to form: <u>[Signature]</u> City Attorney DATE: <u>3/10/17</u></p>
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<p>NOTICES TO BE SENT TO:</p> <p>CITY OF NORMANDY PARK:</p> <p>Mark Hoppen City of Normandy Park 801 SW 174th Street Normandy Park, WA 98166</p>	<p>NOTICES TO BE SENT TO:</p> <p>CITY OF DES MOINES:</p> <p>Michael Matthias, City Manager City of Des Moines 21630 11th Avenue S., Suite A Des Moines, WA 98198</p>
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