

**AMENDMENT NO. 2 TO THE  
INTERLOCAL AGREEMENT BETWEEN CITY OF EDMONDS,  
WASHINGTON AND TOWN OF WOODWAY, WASHINGTON  
FOR POLICE SERVICES**

THIS AMENDMENT No. 2 ("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 Town of Woodway, a Washington municipal corporation ("Woodway") (collectively "the Parties").

**RECITALS**

- A. The Parties entered into an interlocal agreement dated December 19, 2014 ("the Agreement"), under which the City of Edmonds agreed to provide certain police services to the Town of Woodway in exchange for payment of a specified monthly sum.
- B. Section I of the Agreement provided that the term of the Agreement would be from January 1, 2015 through December 31, 2017.
- C. Section I was amended in December 2017 to extend the expiration date of the Agreement to January 31, 2018, giving the parties additional time to negotiate the next agreement.
- D. While the Parties have been in negotiations for a successor interlocal agreement to the Agreement, it has become clear that a successor agreement cannot be reached by January 31, 2018, the end of the Agreement term.
- E. The Parties would like to allow an additional extension of the Agreement through March 2018, to allow time for the Parties to continue negotiating an agreement on a new interlocal agreement.
- F. The Parties therefore 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. The first sentence of Section I of the Agreement is hereby amended to read as follows:

THIS AGREEMENT for Police Services ("Agreement") shall have a three (3) year term commencing on January 1, 2015 and expiring on March 31, 2018.

- 2. Section 6.1 of the Agreement is hereby amended to read as follows:

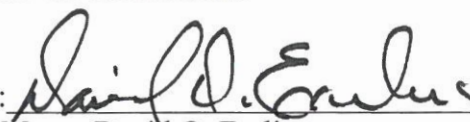
6.1 Beginning February 1, 2018, Woodway shall pay to Edmonds the sum of \$4,166.66 per month for the services provided by Edmonds under the terms of this Agreement, which sum shall include a maximum of ten (10) calls per month. Services for additional calls beyond the first ten shall be assessed at a flat rate of \$100.00 per fifteen (15) minute increment for the Edmonds officer's time based on the nearest 15 minute increment of time spent on the call. This flat rate shall be in effect for the entire term of the Agreement.

3. 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.

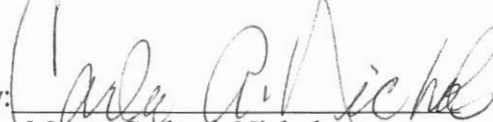
**IN WITNESS WHEREOF**, the Parties have executed this Amendment as of the day and year written below.

**EXECUTED** this 16<sup>th</sup> day of January, 2018.

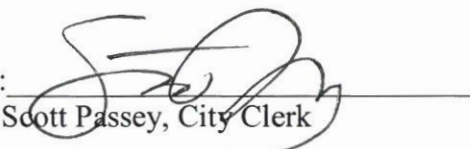
CITY OF EDMONDS

By:   
Mayor David O. Earling

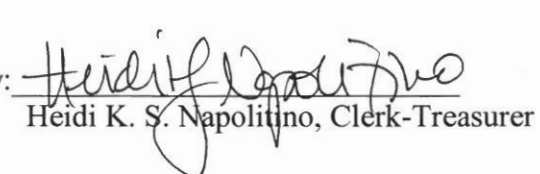
TOWN OF WOODWAY

By:   
Mayor Carla A. Nichols


ATTEST/AUTHENTICATED:

By:   
Scott Passey, City Clerk

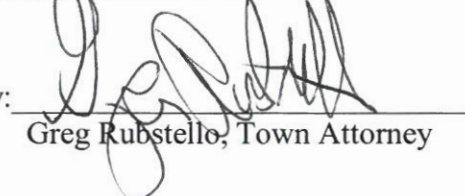
ATTEST/AUTHENTICATED:

By:   
Heidi K. S. Napolitano, Clerk-Treasurer

APPROVED AS TO FORM:

By:   
Office of the City Attorney

APPROVED AS TO FORM:

By:   
Greg Rubstello, Town Attorney