

# **FIRST AMENDMENT**

## **TO**

### **SUB-CONTRACT UNDER MASTER AOC CONTRACT NUMBER PSC22019 BETWEEN THE DISPUTE RESOLUTION CENTER OF KITSAP COUNTY, AS LEAD FISCAL AGENT FOR RESOLUTION WASHINGTON, AND ERPP CENTERS WITHIN RESOLUTION WASHINGTON**

This First Amendment to the Agreement (the "Amendment"), by and between the CITY OF BELLEVUE ("Sub-Contractor"), a municipal corporation of the State of Washington, and the DISPUTE RESOLUTION CENTER OF KITSAP COUNTY ("Contractor"), a dispute resolution center under chapter 7.75 RCW and lead fiscal agent for Resolution Washington, is entered into as of \_\_\_\_\_ (the "Amendment Effective Date"). Sub-Contractor and Contractor may be referred to herein individually as a "Party" and collectively as the "Parties." All undefined capitalized terms used herein shall have the meanings given to such terms in the Agreement.

## **RECITALS**

**WHEREAS**, the Parties entered into that certain "Sub-Contract Under Master AOC Contract Under Number PSC22019 Between The Dispute Resolution Center of Kitsap County, As Lead Fiscal Agent for Resolution Washington, and ERPP Centers Within Resolution Washington", effective on/about September 13, 2021 pursuant to Ordinance 6601 (the "Agreement");

**WHEREAS**, the Parties desire to modify the amount of the initial grant award, previously authorized under the Agreement, for fiscal year July 2022 – June 2023; and


**WHEREAS**, the Parties desire to amend the Agreement to reflect the changes described in these Recitals.

**NOW, THEREFORE**, in consideration of the mutual promises and obligations set forth in the Recitals and below, the Parties hereby agree as follows:

1. Attachment 2 – DRC Eviction Resolution Pilot Program (ERPP) Budget
  - A. Attachment 2 to the Agreement is amended to add Attachment 2-A as set forth in Exhibit 1 to this Amendment, prescribing the applicable budget for fiscal year July 2022 – June 2023.
2. Miscellaneous
  - A. The Agreement, as amended by this Amendment, constitutes the entire agreement between the Parties and all prior agreements, representations, statements, negotiations, understandings, and undertakings are superseded with respect to the subject matter hereof.
  - B. Except as amend pursuant to this Amendment, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

- C. The Agreement and this Amendment may not be modified, amended, or in any way altered except by a written agreement signed by the Parties.
- D. The Parties may execute and electronically transmit this Amendment in multiple counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- E. If any provisions of this Amendment or their application to particular circumstances is determined by a court to be invalid or unenforceable, those provisions (or its application to those circumstances) will be deemed stricken and the remainder of the provisions will continue in effect insofar as this Amendment remains a workable instrument to accomplish the intent and purposes of the Parties.
- F. This Amendment shall be governed by, and construed in accordance exclusively with, the laws of the State of Washington.
- G. This Amendment is executed by the persons signing below, who warrant they have the authority to execute the Amendment.

**INENDING TO BE LEGALLY BOUND**, each Party represents and warrants that it has all necessary power and authority to enter into this Amendment to the Agreement.

City	Contractor
Signature:	Signature: 
Name:	Name: Mary Hancock
Title:	Title: Executive Director DRC of Kitsap
Date:	Date: 10-14-22

# **EXHIBIT – 1**

## **Attachment 2A**

### **Resolution Washington ERPP Budget FY23: July 2022-June 2023 for Administrative Office of the Courts**

*Approved by Resolution Washington 6/9/2022*

#### **Allocation Category**

Bellevue	\$289,237
CCRC Cowlitz	\$183,204
CCRC Lewis	\$117,782
Center for Dialog & Resolution (Pierce)	\$919,713
Columbia Basin (Grant & Adams)	\$102,000
Community Mediation Services (Clark)	\$396,248
Fulcrum Institute DRC (Spokane)	\$160,000
Grays Harbor & Pacific (& Wahkiakum)	\$198,154
King	\$914,078
Kitsap	\$196,606
Neutral Ground (Walla Walla, Asotin, Garfield, Columbia)	\$90,000
Whitman)	\$294,886
Okanogan	\$52,000
Peninsula (Jefferson & Clallam)	\$188,286
Six Rivers (Klickitat & Skamania)	\$85,929
Thurston & Mason	\$450,204
Tri-Cities (Benton & Franklin)	\$151,107
VOA satellite: San Juan & Island	\$199,604
VOA Skagit	\$326,433
VOA Snohomish	\$911,823
Wenatchee Valley (Douglas & Chelan)	\$89,102
Whatcom	\$357,896
Yakima & Kittitas	\$183,977
<b>DRC ERPP Implementation Sub-Total</b>	<b>\$6,858,269</b>
Statewide Program Expenses	\$209,028
Fiscal Agent Fee 3.5%	\$240,000
<b>ERPP Budget Total</b>	<b>\$7,307,297</b>