

## INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into this date by and between the CITY OF LAKE STEVENS, a Washington municipal corporation (“CLS”), and the CITY OF ARLINGTON, a Washington municipal corporation (“CA”), sometimes collectively referred to as the “Parties”.

### RECITALS

- A. The Parties are public agencies, as defined in RCW 39.34.020(1) that wish to enter into an Agreement pursuant to Chapter 39.34 RCW, the Washington Interlocal Cooperation Act.
- B. The Parties have obtained a grant from the Office of Public Defense (the “Grant”) and CLS has entered into a Professional Services Agreement with Feldman & Lee, P.S.(the “PSA”) for a public defense social services program (the “Program”).
- C. The Parties need to memorialize between them the manner of administration of the Grant and the PSA and the operation of the Program.

NOW, THEREFORE, in consideration of the mutual benefits contained herein, the adequacy and receipt of which are hereby acknowledged, the Parties hereby agree as follows:

### AGREEMENT

1. **Incorporation.** The Recitals set forth above are by this reference incorporated into this Agreement and are binding commitments and representations of the Parties.
2. **Administration.** CLS shall be the lead agency and be responsible for receipt of Grant funding, receipt of city match funding, for administering the Program and the PSA. CLS will do all reporting required by the Grant, monitor and enforce performance under the PSA, and using grant and match funding only, pay all bills and obligations related to the Grant and the PSA.
  - 2.1. The Parties agree to create a Review Committee (the “Committee”) which will consist of two (2) individuals, one appointed by CLS and one appointed by CA. Any issues related to performance under this Agreement shall be referred to the Committee for resolution.
  - 2.2. It is anticipated that there may be an interim report or inquiries by the consultant under the PSA. If CLS is uncertain how to administer the Program as a result of the report or inquiry it may refer the issue to the Committee. The Committee agrees to meet or discuss the progress of the Program at any time upon the request of either Party. All written communications of the Committee shall be available to the Parties.
3. **Funds for the Program.** The funds for the Program shall be the annual Grant proceeds in the amount of \$25,000.00 and the local match of \$11,800. CA shall pay 60% of the local match funds, being ~~\$7,800.00~~ <sup>\$7,080.00</sup> directly to Feldman & Lee, P.S. within thirty (30) days of invoice for the

match funds. CLS shall pay 40% of the local match funds, being \$4,720.00 in addition to the grant funds within (30) days of invoice from Feldman & Lee, P.S.

4. **Services under PSA.** The services under the PSA shall be equally available to both parties to improve their indigent defense services.

5. **Termination.** This Agreement shall conclude on December 31, 2019, and terminate when closeout of all obligations under the Grant have occurred and been accepted by the granting agency. Provided however, this Agreement may be terminated by either party in the event the grant funding is discontinued or not received or if the portion which is to be match funding is not appropriated through the budget process of either party. In the event of termination, any unused funding shall be returned in proportion to the contributions of each party after payment of all expenses.

6. **Powers.** The Parties warrant that each holds the power, authority and/or authorization as required by applicable law to enter into this Agreement.

7. **Severability.** In the event that any provision in this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and invalidated to the extent permitted by law. All provisions of this Agreement are severable and the unenforceability or invalidity of a single provision hereof shall not affect the remaining provisions.

8. **Applicable Law; Recording-Posting.** This Agreement shall be governed by the laws of the state of Washington, and the venue of any dispute under this Agreement shall be in Snohomish County. The Parties agree to either record this Agreement with the Snohomish County Auditor or to electronically post a copy of this Agreement on their respective websites. If recorded, CLS shall be responsible to use Program funds for the costs to record this Agreement. Each Party shall be responsible for the costs of electronically posting this Agreement on their respective websites.

9. **No Entity Created.** The Parties agree that there is no separate organization or administrative entity created or necessitated by this Agreement. Nothing herein shall be deemed the creation of a partnership or similar entity between the Parties.

10. **Mutual Negotiation and Construction.** This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between, and mutually drafted by, the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either party.

11. **Notice.** Any notice required by this Agreement shall be sent to:

City of Lake Stevens  
PO Box 257  
Lake Stevens, WA 98258  
Attn: City Clerk

City of Arlington  
238 N. Olympic Avenue  
Arlington, WA 98223  
Attn: City Clerk

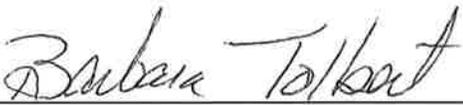
12. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the City and the Port regarding the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be altered, amended or modified in any way unless such modification, alteration or amendment is reduced to writing, mutually agreed upon and signed by both Parties. The "effective date of this Agreement" shall be deemed to be the date of the last signature set forth below. However, the effective date of the Program is January 1, 2018.

IN WITNESS WHEREOF, the Parties have signed this Agreement the day and year written below.

CITY OF LAKE STEVENS

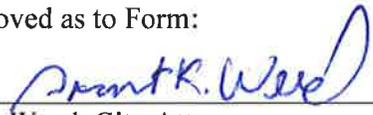
CITY OF ARLINGTON

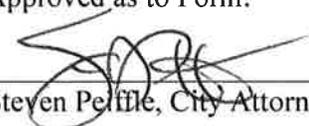
By:   
Mayor ~~PROTEM~~  
Marcus Tageant

By:   
Mayor

Dated: April 3, 2018

Date: 4/24/18

Approved as to Form:  
  
Grant Weed, City Attorney

Approved as to Form:  
  
Steven Pelle, City Attorney

Attest:  
  
Kathy Pugh, City Clerk

Attest:  
  
City Clerk