

INTERLOCAL AGREEMENT FOR LOBBYING SERVICES

THIS INTERLOCAL AGREEMENT FOR LOBBYING SERVICES (“Agreement”) is entered into by and between the City of Lake Stevens, a Washington municipal corporation (“Lake Stevens”), and the City of Snohomish, a Washington municipal corporation (“Snohomish”) (collectively referred to hereinafter as the “Cities”).

WHEREAS, the Interlocal Cooperation Act, RCW Chapter 39.34, provides that public agencies may enter into agreements for joint or cooperative action; and

WHEREAS, the Cities believe that certain improvements to Washington State Highway 9 are necessary and in the best interests of their respective communities; and

WHEREAS, the Cities desire to secure funding for the necessary improvements to Highway 9 and ensure that the best interests of their respective community is represented in the decision-making processes of the Washington State Legislature with regard to this matter; and

WHEREAS, the City of Lake Stevens is willing to enter into a professional services agreement with Strategies 360 for the purpose of obtaining effective lobbying services to help secure funding for the Highway 9 improvements; and

WHEREAS, the Cities further desire to enter into this Agreement for the purpose obtaining lobbying services to help in securing funding for the Highway 9 improvements and to reimburse the City of Lake Stevens for the costs of said lobbying services; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the Cities as follows:

1. LOBBYING SERVICES

Contingent upon approval and execution of this Agreement, the City of Lake Stevens shall enter into a professional services agreement with Strategies 360 for the purpose of obtaining effective lobbying services to help secure funding for the Highway 9 improvements. The scope of these lobbying services is described in attached and incorporated Exhibit A.

2. PAYMENT

The City of Lake Stevens shall pay Strategies 360 \$3,000.00 on a monthly basis for the months of January 2014, February 2014 and March 2014 in accordance with the professional services agreement for all lobbying services performed on behalf of the Cities. Both participating Cities shall be responsible for an equal share of the costs due to the Consultant for each monthly invoice and the City of Snohomish shall reimburse the City of Lake Stevens for their respective monthly share of the costs and shall do so within thirty (30) calendar days of receipt of appropriate documentation from the City of Lake Stevens.

3. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by the Cities and shall continue in effect unless terminated as provided below.

B. Any City may withdraw from and terminate participation under this Agreement upon the giving of thirty (30) calendar days advance written notice of intent to withdraw/terminate to the other Cities. A withdrawing City shall be responsible for its proportionate share of compensation due the City of Lake Stevens under Section 2 for the month when the City's withdrawal/termination is effective.

4. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by all participating Cities.

5. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

6. NOTICES

Unless otherwise directed in writing, notices, reports, invoices, payments and other documents shall be delivered to each City as follows:

City of Snohomish
Attn: Larry Bauman
116 Union Ave
Snohomish WA 98290

City of Lake Stevens
Attn: Jan Berg
1812 Main Street
Lake Stevens WA 98258

Notices mailed by any party shall be deemed effective on the date mailed. Any party may change its address for receipt of reports, notices, invoices, payments and other documents by giving the other parties written notice of not less than seven (7) calendar days prior to the effective date.

7. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

8. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Kitsap County, Washington.

9. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

10. FILING.

As provided by RCW 39.34.040, this Agreement shall be filed prior to its entry in force with the respective City Clerk of each participating City and the Snohomish County Auditor, or, alternatively, listed by subject on the website of each participating City and the County.

IN WITNESS WHEREOF, the parties have executed this Agreement as of January 13th, 2018.

CITY OF SNOHOMISH

Larry Bauman
Larry Bauman, City Manager

ATTEST/AUTHENTICATED:

Torchie Cory
Torchie Cory, City Clerk

APPROVED AS TO FORM

Grant K. Weed (per Waiver)
Grant Weed, City Attorney

CITY OF LAKE STEVENS

Vern Little
Vern Little, Mayor

ATTEST/AUTHENTICATED:

Norma Scott
~~Norma Scott, City Clerk Interim~~
Dore Stevens

APPROVED AS TO FORM

Grant K. Weed (per Waiver)
Grant K. Weed, City Attorney

EXHIBIT A SCOPE OF WORK

January thru March 2014

1. Schedule meetings with Senate and House Transportation Committee leadership to understand their approach to the session and building a transportation budget for special projects, and to maintain SR 9's high-priority position.
2. Schedule meetings with other members of the Transportation Committees and key committee staff to maintain SR 9's high-priority position and to understand any changes in dynamics.
3. Work with SR 9 Coalition leadership to ensure written materials and visual materials are current.
4. Plan and schedule a visit by SR 9 Coalition members to Olympia on a day during the first few weeks of the Legislative session. Schedule individual meetings with legislators from the Transportation Committees, focusing on legislators from the surrounding areas. Choreograph the entire day, including preparation of materials for the meetings with legislators. Provide important background information to SR 9 Coalition participants.
5. Continue to attend regular meetings of SCCIT, WHUF and other transportation groups to monitor events and to continue to ensure SR 9's position as a preferred project.
6. Continue to stay in touch with key WSDOT staff as the budget is developed.
7. Participate, to the extent possible, in Transportation Partnership meetings and activities.
8. Meet with all legislators from legislative districts surrounding the SR 9 corridor to ensure they are familiar with the project.
9. Provide updates at least weekly and a monthly written summary of activities and important events.
10. Monitor federal activities for important news and grant opportunities.