

**Interlocal Agreement for  
Domestic Violence Advocate Services  
By and Between the City of Ferndale and the Cities of  
Blaine, Everson/Nooksack, Lynden, and Sumas**

**WHEREAS**, in 2014 the Small Cities of Whatcom County (Blaine, Everson, Ferndale, Lynden, Nooksack, and Sumas) (collectively, the Small Cities) entered into an Interlocal Agreement (2014 Interlocal Agreement) to equitably share the costs of a Domestic Violence Victim's Advocate (the Advocate) for victims of domestic violence who are engaged in legal processes through the various Small City municipal courts; and

**WHEREAS**, while the 2014 Interlocal Agreement automatically expired on December 31, 2019, the Small Cities have maintained Advocate services through the present and have continued to adhere generally to the terms of the 2014 Interlocal Agreement; and

**WHEREAS**, the City of Ferndale has retained responsibility for negotiating and maintaining a contract with the Advocate, as well as invoicing the other Small Cities pursuant to a contract between the City of Ferndale and the Advocate, and consistent with the 2014 Interlocal Agreement; and

**WHEREAS**, the City of Ferndale and the Advocate renegotiated a contract in 2022 for the period January 1, 2023 through December 31, 2025 and the City of Ferndale has continued to invoice the other Small Cities for Advocate Services; and

**WHEREAS**, the Small Cities of Whatcom County recognize the increase in domestic violence crimes within their jurisdictions, as well as the insidious nature of this violence, and the impact to victims and their families and the ongoing need for Advocate services; and

**WHEREAS**, the Small Cities desire to execute a new Interlocal Agreement (the Agreement) providing for Advocate services.

**NOW THEREFORE** in consideration of the covenants contained herein, the Small Cities mutually agree as follows:

1. **Purpose and Intent** The purpose of this Agreement and the intent of the Small Cities, is to continue to provide a system-based Advocate to serve victims of domestic and dating violence, consistent with the existing Scope and Contract for the Advocate, attached as Exhibits A and B.

2. **Term and Termination** Notwithstanding the dates of signatures hereto, the term of this Agreement shall run from March 1, 2024 to December 31, 2025 subject to funding availability. This Agreement shall automatically renew in one-year increments unless superseded by a new agreement or if the Small Cities determine in writing six calendar months (June 30, 2025) prior to the Agreement expiration date that the Agreement shall not renew.

No Small City may terminate or withdraw from the Agreement prior to December 31, 2025. Termination of the Agreement may only occur if the Advocate has an inability to perform services, or with notice as per the preceding paragraph, at which time the Agreement will automatically terminate with no action by the Small Cities required.

3. **Ferndale's Role and Responsibilities** The City of Ferndale agrees, for the term of this Agreement:

- To hire an independent contractor with funding to provide Advocate services for the Small Cities of Blaine, Everson/Nooksack, Ferndale, Lynden, and Sumas.
- To provide rent-free office space for the Advocate and other office supplies/equipment.
- To send a formal invoice to the other Parties for services to be provided in the following year no later than October 31<sup>st</sup> for the following year.
  - The Parties agree that the number of total Contacts is the most appropriate estimate of actual time dedicated by the Advocate to each Party. The invoice to other Parties shall be based on the number of Contacts associated with each party for the preceding twelve (12) months, as provided by the Advocate, as per the formula attached in Exhibit C.

4. **Blaine, Everson/Nooksack, Lynden, and Sumas Role and Responsibilities** The Small Cities specified in this section 4. agree, for the term of this Agreement:

- To select a representative to serve on the Advisory Committee for the Advocate position. If a representative is not able to participate, at a minimum, each Small City agrees to provide written input to the Advisory Committee.
- To the extent they deem appropriate, that their criminal justice personnel (law enforcement, prosecutor, probation, and judicial officers) will utilize the Advocate services;
- To consider sending selected criminal justice personnel, at the individual Small City's expense, to educational forums, to provide input for the content of the forums, and to attend other grant related coordination meetings as able;
- To provide data for compilation and analysis by grant funded staff;
- To the extent they are able, to provide in-kind space and limited supplies for the Advocate to fulfill their responsibilities as it applies to situations where the Advocate is working on-site at each jurisdiction; and
- Endeavor to obtain dedicated funding to support the Advocate position within its budgetary limits, including funding collected through the imposition of penalty assessments authorized pursuant to RCW 10.99.080 on persons convicted of domestic violence offenses.

5. **Counterpart Execution** This Agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

6. **General Provisions**

(a) **Severability**. In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason. such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

(b) Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington and venue for any lawsuit shall be in Whatcom County Superior Court.

(c) Attorney's Fees. In the event of litigation regarding any terms of this Agreement, the substantially prevailing party shall be entitled, in addition to any other relief that may be awarded, to such reasonable attorney's fees and costs as determined by the Court.

(d) Waiver of Breach. The waiver by any Small City of the breach of any provision of this Agreement by another Small City must be in writing and shall not operate nor be construed as a waiver of any subsequent breach by such other Small City.

(e) Savings Clause. Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

(f) Filing. This Agreement shall be listed by subject on each Small City's website or other electronically retrievable public source pursuant to RCW 39.34.040.

(g) Insurance. Each Small City shall be responsible for maintaining its own insurance.

7. **Interpretation**

This Agreement has been submitted to the scrutiny of all Small Cities and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any Small City or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter gender.

8. **Access to Records Clause**

The Small Cities hereby agree that authorized representatives of the Small Cities shall have access to any non-confidential books, documents, paper and record of the other Small Cities which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. All such non-confidential records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement shall be retained by the Small Cities for a period of six (6) years after the final expiration date of this Agreement or any

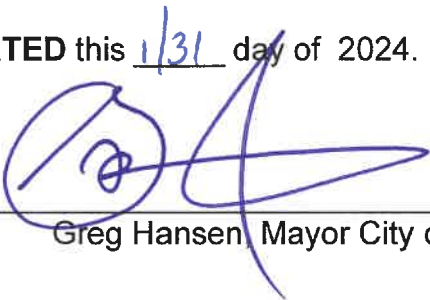
amendments hereto, unless a longer period is required to resolve audit findings or litigation. In such cases, the Small Cities may expressly agree by an amendment or separate agreement for such longer period for record retention.

9. **Entire Agreement**

This Agreement represents the entire integrated Agreement between the Small Cities and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS WHEREOF, the Small Cities have executed this Agreement the day and year first above written.

DATED this 1/31 day of 2024.

  
\_\_\_\_\_  
Greg Hansen, Mayor City of Ferndale

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Mary Lou Steward, Mayor City of Blaine

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John Perry, Mayor City of Everson

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Scott Korthuis, Mayor City of Lynden

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Bruce Bosch, Mayor City of Sumas

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Kevin Hester, Mayor City of Nooksack

## Small City Invoicing Formula

The City of Ferndale shall invoice each jurisdiction on an annual basis. The formula below is identical to the existing formula, and provides a basis for invoice consistency from year to year by weighting the population of each jurisdiction at 40%, with equal weight (30%) given to the number of individual victims served in each jurisdiction, and the number of contacts in each jurisdiction, which may include multiple contacts with the same victim or case.

In order to calculate the pro rata share of costs, the City of Ferndale shall:

- 1. Determine the value of 40% of the total compensation paid to the vendor to determine overall population share. I.e. the vendor's total compensation is \$100,000; 40% of this (the overall population share) is \$40,000.*
- 2. Calculate the individual jurisdiction's share of the total Small City population shall be determined based on that year's population projections provided by the Washington State Office of Financial Management. I.e., if the total population of the Small Cities is 100,000 and City X has a population of 10,000, City X has 10% of the Small City population.*
- 3. Determine individual jurisdiction's population assessment by multiplying the overall population value (Step 1, above) by the individual population of each City (Step 2, above). I.e.,  $\$40,000 \times .10 = \$4,000$ . \$4,000 shall be the population assessment for that jurisdiction.*
- 4. Determine the value of 30% of the total compensation paid to the vendor to determine victim's served assessment. I.e., the vendor's total compensation is \$100,000; 30% of this (the overall victim's served assessment) is \$30,000.*
- 5. Determine the value of 30% of the total compensation paid to the vendor to determine contacts assessment. I.e., the vendor's total compensation is \$100,000; 30% of this (the overall contacts assessment) is \$30,000.*
- 6. Calculate the individual jurisdiction's share of victims served based on information provided by the vendor to the City of Ferndale. I.e., if there are 100 total victims served in the Small Cities, and if City X had 10 victims served, City X has 10% of the total victims served.*
- 7. Determine the individual jurisdiction's Victims Served assessment by multiplying the overall victims served assessment (Step 4, above) by the individual jurisdiction's share of overall victims served (Step 6, above). I.e.,  $\$30,000 \times .10 = \$3,000$ . \$3,000 shall be the Victims Served assessment for that jurisdiction.*
- 8. Calculate the individual jurisdiction's share of contacts based on information provided by the vendor to the City of Ferndale. I.e., if there are 100 total contacts made within the Small Cities, and if City X had 10 of those contacts, City X has 10% of the total contacts.*

9. *Determine the individual jurisdictions Contacts assessment by multiplying the overall contacts (Step 5, above) by the individual jurisdiction's share of overall contacts (Step 8, above). I.e.,  $\$30,000 \times .10 = \$3,000$ . \$3,000 shall be the Contacts assessment for that jurisdiction.*
10. *The City of Ferndale will total the Population, Victims Served, and Contacts Assessment for each jurisdiction, and shall verify that the total value of all assessments for all jurisdictions is equal to the total vendor compensation. I.e., the total assessment for City X as calculated in this scenario is \$10,000; the total compensation to the vendor remains at \$100,000; the assessment of all jurisdictions combined shall equal \$100,000.*