AGREEMENT FOR SOCIAL SERVICES BETWEEN THE CITY OF EVERETT AND EVERETT LAW ASSOCIATION (2026-2027)

This Agreement for Social Services ("Social Services Agreement") is dated as of date of last signature below. It is by and between the City of Everett, a municipal corporation under the laws of the State of Washington ("City") and Everett Law Association ("Public Defender").

RECITALS

- A. The City and Public Defender are parties to the Agreement for Indigent Services dated November 8, 2018, as amended (the "*Master Agreement*").
- B. The City has received a grant from the Washington State Office of Public Defense to improve public defense services in the City of Everett for the period January 1, 2026, to June 30, 2027. This grant will provide funds for providing social services to indigent defendants. A copy of the grant agreement is attached to this Addendum (the "Grant Agreement"). The purpose of this Social Services Agreement is to formalize the parties' agreement for the provision of social services.

AGREEMENT

The City and Public Defender agree as follows:

- 1. <u>Social Services</u>. In addition to its existing obligations under the Master Agreement, Public Defender agrees to perform the social work services specified in Section 4.a.i of Grant Agreement and RCW 10.101.050, all in accordance with this Social Services Agreement and the Grant Agreement, and as described in the City's grant application for the grant submitted through the Washington State's Office of Public Defense (the "*Social Services*"). The Public Defender represents that it is available and able to provide sufficient qualified personnel and facilities necessary for the Social Services and can accomplish the Social Services for the required time period in accordance with the City's specifications and the grant agreement requirements.
- 2. Payment for Social Services. Public Defender will invoice for the year 2026 for \$60,620, and invoice for the year 2027 for \$30,310. These Social Services payments are in addition to the City's payments under Section 2 of the Master Agreement. The Social Services invoices will not cumulatively exceed the grant amount. Subject to receipt of grant funding and Public Defender compliance with this Social Services Agreement, the city will pay such Social Services invoices within 30 days.
- 3. Books and Records. Public Defender shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Social Services Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Social Services Agreement shall be subject to inspection and audit by representatives of the City

and/or the Washington State Auditor at all reasonable times, and Public Defender shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. Public Defender shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Social Services Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, Public Defender shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

- 4. <u>Dates of Social Services</u>. Unless terminated earlier pursuant to Section 5 of this Social Services Agreement, Public Defender will provide the Social Services for 18 months from January 1, 2026, through June 30, 2027.
- 5. Termination of Social Services. Either party may terminate this Social Services Agreement effective on written notice if the other party materially breaches its obligations with respect to the Social Services and such material breach remains uncured 30 days after written notice thereof. The City may terminate this Social Services Agreement in whole or in part by written notice to Public Defender stating the extent of the termination and effective date of such termination. In the event of termination, the City will pay Public Defender for Social Services provided prior to the effective date of termination in accordance with this Social Services Agreement. Termination of this Social Services Agreement is only termination of this Social Services Agreement.
- 6. <u>Electronic Signature</u>. The parties sign this Social Services Agreement with AdobeSign, which is fully binding.
- 7. Relationship to Master Agreement. All provisions in the Master Agreement shall remain in full force and effect and are not changed by this Social Services Agreement. The following Master Agreement sections are deemed incorporated into this Social Services Agreement as though fully set forth herein: Section 4 (Nondiscrimination), Section 5 (Indemnification), Section 6 (Insurance), Section 7 (Work Performed by Public Defender), Section 8 (Work Performed at Public Defender's Risk), Section 9 (Personal Services, no Subcontracting), Section 10 (Modification), Section 11 (Entire Agreement), Section 12 (Written Notice), Section 13 (Nonwaiver of Breach), and Section 14 (Resolutions of Disputes, Governing Law).

[signatures on following page]

CITY OF EVERETT, WASHINGTON By: Cassie Franklin, Mayor 12/09/2025 Date: Office of the City Clerk EVERETT LAW ASSOCIATION Aaron Everett By: Title: Executive Director Date: 12/09/2025 Date: 12/09/2025

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY

ELA_OPD Social Services Grant Payment Agreement 26-27_SD

Final Audit Report 2025-12-09

Created: 2025-12-09

By: Marista Jorve (mjorve@everettwa.gov)

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