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**Memorandum of Agreement Between  
King County and the City of Woodinville  
Relating to Indigency Screening Services**

This AGREEMENT entered into this 28th day of April, 2016 between King County, State of Washington, hereinafter referred to as the "County", and the municipal corporation of Woodinville, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, the City, pursuant to RCW 10.101.020 and RCW 10.101.030, is authorized to and desirous of reaching agreement with the County for the performance of Indigency Screening Services; and,

WHEREAS, the County is authorized by King County Code 2.60.070 to render such services and is agreeable to rendering such services on the terms and conditions hereinafter set forth and in consideration of payments, mutual covenants and agreements herein contained.

IT IS, THEREFORE, covenanted and agreed as follows:

**I. OBLIGATIONS**

A. In consideration of the promises of the City herein set forth, the County promises to:

1. Perform consistent with available resources all services relating to screening for financial indigency as set forth in Ch. 10.101 RCW.
2. Except as set forth in section VII.A. below, services to be provided by the County pursuant to this agreement do not include legal services, which shall be provided by the City at its own expense.
3. Routinely schedule a trained screener to perform the screening for financial indigency.
4. The County will provide a substitute screener for scheduled and predictable absences by the regularly scheduled screener. The County will attempt to find a substitute for unscheduled and unpredictable absences by the regularly scheduled screener, but does not warrant that a substitute will always be provided or will be provided by the usual starting time.

B. In consideration of the promises of the County herein before set forth, the City promises to:

1. Follow the King County District Court, Redmond Courthouse (KCDC) system for notification of any temporary cancellations of the screener's services. If the KCDC is closed due to adverse conditions, the Office of the Public Defender (OPD) will be notified by calling 206-296-7582 so the screener may be notified.

## **II. COMPENSATION AND METHOD OF PAYMENT**

Since this is short term agreement, the county agrees to provide this service through the end of 2016 at no cost to the City.

## **III. TIME OF PERFORMANCE**

This agreement shall be effective the 1st day of May, 2016 through the 31<sup>st</sup> day of December 2016.

## **IV. MODIFICATIONS**

The parties agree that this agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein is excluded. The parties reserve the right to modify this agreement. Any modifications of this agreement shall be in writing, signed by both parties, and affixed to this original agreement. The County reserves the right to impose a fee for services provided under this Agreement upon thirty days written notice to the City. In such event, the City may, at its discretion, terminate this Agreement upon 15 days written notice to the County.

## **V. TERMINATION**

This agreement may be terminated without cause only after 60 days written notice received by one party given by the other. Failure to comply with any of the provisions stated herein shall constitute material breach of agreement and cause for immediate termination upon notice received by one party given by the other. Any termination of this agreement shall not terminate any obligation of either party incurred prior to such termination.

## **VI. MUTUAL COVENANTS**

Both parties understand and agree that the County is acting hereunder as an independent contractor, with the intended following results:

- A. Control of personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the County.
- B. All persons rendering Indigency Screening Services hereunder shall be for all purposes employees of the County.
- C. The contact for the City regarding citizen complaints about the indigency screening process is the Office of the Public Defender at 206-296-7582. OPD will institute its complaint investigation process immediately. The City of Woodinville contact regarding citizen complaints about the defense attorney performance is the Finance Director, who can be reached at 425-877-2261
- D. Any controversy or claim arising out of or relating to this agreement shall be referred to a mediator selected by the parties. Demand for mediation may be made by either party by providing written notice to the other party setting forth the controversy or claim. If the parties cannot mutually agree upon selection of a mediator within seven days of notice of the demand, then the mediator shall be selected by the presiding judge of the King County Superior Court. Once selected, the mediator shall conduct a mediation session with the parties within ten days from the date of his/her selection or at such other time

as the parties may mutually agree. The cost of the mediator, if any, shall be shared equally by the parties. Such mediation shall precede any court action.

Nothing in this section shall affect the parties' right to terminate this agreement for cause, as per Section V.

## **VII. INDEMNIFICATION**

- A. The County shall indemnify and hold harmless the City and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that, the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
- B. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and City and their respective officers, agents and employees, or any of them, the City shall satisfy the same.
- C. In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of city ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, include all chargeable costs and attorney's fees.

## **VIII. AUDITS AND INSPECTION**

The records and documents with respect to all matters covered by this agreement shall be subject to inspection, review or audit by the County or City during the term of this agreement and six years after termination hereof.

## **IX. NON-DISCRIMINATION**

The County certifies that it is an Equal Opportunity Employer and has developed and implemented an Affirmative Action Program in accordance with the guidelines in Revised Order 4 of the United State Department of Labor.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed and instituted on the date first above written.

KING COUNTY

*[Signature]* FOR  
King County Executive

5/2/2016  
Date

CITY OF WOODINVILLE

*[Signature]*  
City Manager

Brandon Buchanan  
NAME (Please type or print)

5/3/16  
Date

ATTEST:

*[Signature]*  
City Clerk

Approved as to Form:

*[Signature]*  
City Attorney

5.3.16  
Date