

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

This AGREEMENT entered into this 1st day of January 2019 between King County, State of Washington, hereinafter referred to as the "County", and the municipal corporation of *Redmond, WA* 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 2.60.060 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 promise of the City and payment of the sum hereinafter set forth, the County promises to:
 - 1. Perform consistent with available resources all services relating to screening for financial indigency as set forth in the most recent Washington State Office of Public Defense screening criteria and King County procedures.
 - 2. Not rescreen an individual for indigency within one year unless a new case is filed.
 - 3. 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.
 - 4. Routinely provide telephone indigency screening services via a trained screener Monday through Friday, 8:00 a.m. - 4:30 p.m. excluding holidays.
 - 5. Provide screening documentation to the City upon request.
- B. In consideration of the promises of the County herein before set forth, the City promises to:
 - 1. Make available a telephone in a private space for the client to contact the screening staff. Post appropriate signage directing clients to indigency screening services and if applicable, provide similar information on the City's official website.
 - 2. Follow the King County District Court, East Division at the Redmond Courthouse (KCDC) (KCDC) system for notification of any temporary cancellations. If the KCDC is closed due to adverse conditions, the Department

of Public Defense will be notified by calling 206-296-7582 so the screening staff may be notified.

3. Develop and transmit to the County the rate that the City will charge those defendants who are found indigent but able to contribute to the cost of their defense. This rate will be charged based on the Department of Public Defense's procedure for calculating ability to contribute to the cost of defense. Collection of fees and communication to defendants regarding collections is the responsibility of the City.
4. Provide the County with a current, updated list of contracted Public Defense Attorneys.

II. COMPENSATION AND METHOD OF PAYMENT

The City shall reimburse the County for the services as delineated in this agreement in the following manner:

- A. The County shall generate a monthly invoice within ten working days after the end of the month. The invoice will include the number of phone calls received from clients for the City, listed by date. For 2019-2020, the rate for indigency screening services provided will be \$596 per month. Per King County code, the rate is based on full cost recovery for providing this service and includes the salary and benefits of the screening staff, their supervision and King County overhead necessary to provide the service.
- B. The City shall remit payment to the County within thirty calendar days of receipt of the invoice.

III. TIME OF PERFORMANCE

This agreement shall be effective the 1st day of January 2019 through the 31st day of December 2020. The rate and continuation of services will be reviewed within the period of 90 days prior to December 31, 2020 or at any time through the duration of the memorandum of understanding at the request of either party.

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 increase fees of Section II.A. of this agreement upon thirty (90) days written notice to the City.

V. TERMINATION

This agreement may be terminated without cause only after sixty (90) 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 Department of Public Defense at 206-477-9727. The Department of Public Defense will institute its complaint investigation process immediately. The City contact regarding citizen complaints about the defense attorney performance is the City Clerk's Office, who can be reached at 425-556-2194.
- 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 federal regulations including but not limited to 41 CFR Part 60-2.

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

KING COUNTY

CITY OF

FOR

King County Executive

Date

NAME (Please type or print)

Date

ATTEST:

Approved as to Form:

City Clerk

Date