



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**October 15, 2001**

**Motion 11321**

**Proposed No.** 2001-0411.1

**Sponsors** Nickels

1                   A MOTION authorizing the county executive to enter into  
2                   an interlocal agreement with the city of Newcastle for the  
3                   county to provide screening services for indigent persons.  
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6                   WHEREAS, the city of Newcastle is legally responsible to provide screening for  
7                   legal services for indigent persons, and

8                   WHEREAS, the city of Newcastle wishes to have the King County office of  
9                   public defense perform screening services for the city, and

10                  WHEREAS, pursuant to K.C.C. 2.60.030 the office of public defense is willing  
11                  and able to perform such services, and

12                  WHEREAS, the parties can achieve cost savings and benefits in the public's  
13                  interest by having the county complete those services for the city of Newcastle at the  
14                  city's expense;

15                  NOW, THEREFORE, BE IT MOVED by the Council of King County:

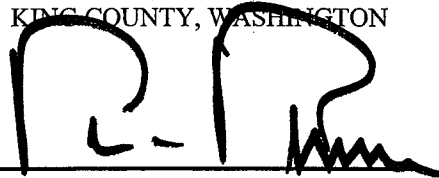
16           The county executive is authorized to execute an interlocal agreement with the  
17 city of Newcastle for the county to perform screening for indigent persons.

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Motion 11321 was introduced on 8/20/01 and passed by the Metropolitan King County Council on 10/15/01, by the following vote:

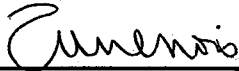
Yes: 8 - Mr. von Reichbauer, Ms. Fimia, Ms. Sullivan, Mr. Pullen, Mr. Gossett, Ms. Hague, Mr. Thomas and Mr. Irons  
No: 0  
Excused: 5 - Ms. Miller, Mr. Phillips, Mr. Pelz, Mr. McKenna and Mr. Nickels

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON



Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

**Attachments**      A. Interlocal Agreement between King County and the City of Newcastle relating to Indigency Screening Services

**Interlocal Agreement Between  
King County and the City of Newcastle**  
Relating to Indigency Screening Services

This AGREEMENT entered into this 1st day of June, 2001 between KING COUNTY, State of Washington, hereinafter referred to as the "County", and the municipal corporation of Newcastle, 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 2.60.030 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:

1. Obligations:

- 1.1. In consideration of the promise of the City and payment of the sum hereinafter set forth, the County promises to:
  - 1.1.1. Perform consistent with available resources all services relating to screening for financial indigency as set forth in the statute;
  - 1.1.2. Provide the same degree, type, and level of service as is customarily provided to residents of unincorporated King County;
  - 1.1.3. Except as set forth in section 7.1 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.
  - 1.1.4. Routinely schedule a trained screener to perform the screening for financial indigency.
  - 1.1.5. 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.
- 1.2. In consideration of the promises of the County herein before set forth, the City promises to:
  - 1.2.1. Provide work space for financial indigency screening that permits confidential information to be discussed in privacy;

## Newcastle Interlocal Agreement: Indigency Screening Services

- 1.2.2. Make available a copy machine for use in duplicating materials required to perform these duties.
  - 1.2.3. Develop a system for notification of any temporary cancellations of the screener's services. If the Renton District Court is closed due to adverse conditions, the Office of Public Defense will be notified so the screener may be notified.
  - 1.2.4. Develop and transmit to the County the rate that is to be charged to those defendants who are found indigent but able to contribute to the cost of their defense. This rate will be charged based on the Office of Public Defense's procedure for calculating ability to contribute to the cost of defense.
2. Compensation and Method of Payment: The City shall reimburse the County for the services as delineated in this agreement in the following manner:
  - 2.1. The County shall generate a monthly invoice within ten working days after the end of the month. The invoice will include the number of hours spent performing financial indigency screening services for the City of Newcastle, listed by date, at **\$23.98** per hour. The hourly rate includes salary, benefits, and County overhead at 5.2%.
  - 2.2. Billing will be for actual time on the job, which may vary, depending on the number of defendants who present themselves for screening. The screener is expected to be present at Renton District Court from 1:00 pm to 4:30 pm on Wednesdays. The screener may, at his or her discretion, work up to an extra hour if warranted by the demand for financial screening. Any time more than four hours in a single day must be authorized by the City prior to being worked.
  - 2.3. The invoice will include a credit for any promissory note fees collected by King County Office of Financial Management during the preceding month. Documentation of the amount collected will be attached to the invoice.
  - 2.4. The City shall remit payment to the County within thirty calendar days of receipt of the invoice.
3. Time of Performance: This agreement shall be effective the 1st day of June 2001, and shall automatically renew from year to year unless otherwise modified or terminated as provided hereinafter.
4. 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 2.1 of this agreement upon thirty days notice.

## Newcastle Interlocal Agreement: Indigency Screening Services

5. **Termination:** This agreement may be terminated without cause only after thirty (30) 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 contract 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.
6. **Mutual Covenants:** Both parties understand and agree that the County is acting hereunder as an independent contractor, with the intended following results:
  - 6.1. Control of personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the County;
  - 6.2. All persons rendering services hereunder shall be for all purposes employees of the County, although they may from time to time act as commissioned officers of the City;
  - 6.3. The contact person for the City regarding citizen complaints about the indigency screening process is Carole, Office of Public Defense Interviewer ((206) 296-7826). The City of Newcastle contact regarding citizen complaints about the defense attorney performance is the Management Analyst ((425) 649-4444);
  - 6.4. 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 results of the mediation shall be binding. The cost of the mediator, if any, shall be shared equally by the parties.
    - 6.4.1 Nothing in Section 6.4 shall affect the parties' right to terminate this agreement for cause, as per Section 5.
7. **Indemnification:**
  - 7.1. 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 principal 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.

Newcastle Interlocal Agreement: Indigency Screening Services

- 7.2. 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.
- 7.3. 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.
- 8. 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 (6) years after termination hereof.
- 9. 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 WHEREOF, the parties hereto have caused this agreement to be executed the day and year first herein above written.

King County

City of Newcastle

\_\_\_\_\_  
King County Executive

\_\_\_\_\_  
Andrew J. Takata, City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form:

Approved as to Form:

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King County  
Deputy Prosecuting Attorney

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Dawn L. Findlay, J.D., City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date