

INTERLOCAL AGREEMENT FOR INDIGENCY SCREENING SERVICES

THIS AGREEMENT, entered into by and between Snohomish County, a political subdivision of the State of Washington (hereinafter referred to as COUNTY) and the City of Mukilteo (hereinafter referred to as CITY), a municipal corporation of the State of Washington.

WHEREAS, RCW 39.34.180 provides that each county, city and town is responsible for the prosecution, adjudication, sentencing and incarceration of misdemeanor and gross misdemeanor offenses committed by adults in their respective jurisdictions, and;

WHEREAS, Chapter 39.34 RCW authorizes counties, cities and towns to enter into interlocal agreements with each other to carry out those responsibilities, and;

WHEREAS, the parties desire to enter into an agreement whereby the COUNTY will provide indigency screening services to the CITY to enable the CITY to carry out its responsibility for such prosecutions.

NOW THEREFORE, the COUNTY and the CITY agree as follows:

Section 1. Indigency Screening Services.

The COUNTY, through its Office of Public Defense Program will provide the CITY with the following services for misdemeanors and gross misdemeanors committed in the CITY limits and charged either under city ordinances or state law:

Interviewing Defendants to determine indigency based on the criteria established in RCW 10.101.010. Such interviews will be carried out at the Office of Public Defense (3000 Rockefeller, Everett), Monday through Friday during business hours, as well as at the District Court and the Snohomish County jail. Screenings shall be by referral of the court or at the request of a defendant. The defendant will be notified at completion of the interview whether or not he or she qualifies for counsel at the City's expense. The

City will be notified in writing, at the end of each month, which defendants were interviewed on the City's behalf and what the indigency determinations were.

Section 2. Compensation.

2.1 In consideration of the services provided by the COUNTY described in Section 1, the CITY shall compensate the COUNTY at the following rates:

For indigent defense screening and case management at \$24.00 per case.

2.2 The compensation paid by the CITY shall be based upon the actual number of cases processed by Office of Public Defense staff for the CITY in the preceding month.

2.3 The COUNTY will provide the CITY for billing purposes a detailed monthly invoice listing each of the defendants interviewed.

2.4 Payments shall be made on a monthly basis. Payments shall be made within 15 days of receipt of invoice.

Section 3. Duration.

This Agreement shall be in effect from January 1, 2011. The terms of this Agreement shall extend to December 31, 2011, and shall automatically renew from year to year thereafter unless terminated as provided in Section 4, PROVIDED that the COUNTY's obligations after December 31, 2011 are contingent upon local legislative appropriation of necessary funds in accordance with applicable laws and the Snohomish County Charter.

Section 4. Termination.

This Agreement may be terminated by either party with thirty (30) days written notice to the contact person specified in Section 8 of this Agreement. The CITY agrees to pay the COUNTY only for the cost of services rendered prior to the date of termination.

Section 5 Indemnification/Hold Harmless.

Each party agrees to indemnify, defend and hold harmless the other party, its elected and appointed officials, officers, agents and employees from any and all costs, claims, judgments or awards of damages which may be made against them arising out of the performance of the activities described in this Agreement, to the extent of the negligence of the party, its officers, employees or agents.

Section 6 Records And Inspections.

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 the CITY during the term of this Agreement and for a period of three years after termination.

Section 7 Administration.

The CITY and the COUNTY shall each designate representatives for the purpose of administering this Agreement, and each shall notify the other in writing of its designated representatives. Each party may change its designated representatives upon written notice to the other.

Section 8 Notices.

- (a) All notices required by this Agreement to be given to the COUNTY shall be made in writing and personally delivered or sent by registered mail to the Executive of the COUNTY at the following address:

Snohomish County Office of Public Defense
3000 Rockefeller, M/S 209
Everett, WA 98201

- (b) All notices required by this Agreement to be given to the CITY shall be made in writing and personally delivered or sent by registered mail to the Mayor of the CITY at the following address:

Mukilteo Police Department
10500 – 47th Pl. W.
Mukilteo, WA 98275

Section 9 Property.

No property shall be acquired for joint use pursuant to this Agreement.

Section 10 Modification/Amendment.

This Agreement may not be modified orally. Any amendment or modification of this Agreement must be made in writing with the same formalities as are required for execution of this Agreement.

Section 11 Entire Agreement, Waiver Of Default.

The parties agree that this Agreement is a complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. The waiver of any default by either party shall not be deemed as a waiver of any subsequent default. Waiver of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

Section 12 Severability.

If any provision of this Agreement is found to be invalid or contrary to law, the remainder of this Agreement shall not be affected thereby.

IN WITNESS WHEREOF, the COUNTY and the CITY have executed this agreement by subscribing their names as follows:

SNOHOMISH COUNTY

CITY OF MUKILTEO

[Signature] 4/14/11
COUNTY EXECUTIVE Date

[Signature] 2/25/11
MAYOR Date

ATTEST:

[Signature] 4/14/11
Date

Approved as to Form:

Approved as to Form:

[Signature] 12/10/10
Deputy Prosecuting Attorney Date

[Signature] 3/7/11
City Attorney Date

COUNCIL USE ONLY
Approved: 4.13.11
Docfile: D-10