

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”), dated June 14, 2024 (for reference purposes only) is made between King County, a home rule charter county and political subdivision of the State of Washington (“the County”), and the University of Washington, (“the University”), each individually a “Party” and collectively the “Parties.”

RECITALS

- A. King County, by and through its Executive and its Board of Trustees for Harborview Medical Center and the University of Washington through its Board of Regents executed a Hospital Services Agreement (“HSA”) effective February 25, 2016, approved by the King County Council through Ordinance 18232.
- B. Per Section 3.1.9 of the HSA, titled Capital Planning and Property, “The University shall be responsible for the management, design, planning, development and contract oversight of Board-approved Medical Center capital projects funded either by Medical Center revenues and/or with University support, which are budgeted, over the life of the project, for an amount not exceeding five-million dollars (\$5,000,000), which amount shall increase automatically each year in an amount consistent with the Consumer Price Index for that year.”
- C. Per King County Code 2.42.080.F., “Notwithstanding any provisions of this chapter or K.C.C. Title 4A to the contrary, all capital improvement projects at the medical center that are funded exclusively with medical center revenues and that are budgeted over the life of the project for an amount not exceeding five million dollars shall be managed, designed, planned, developed and overseen by medical center administration and the university, subject to review and approval by the board.” Also, per King County Code 2.42.080.G., “All costs of CIP projects administered by the medical center under subsection F. of this section shall be paid from medical center revenues. So long as management of the medical center is delegated by contract to the University of Washington, exemption of such capital improvement projects from K.C.C. Title 4A shall be effective but only if the university agrees to indemnify the county in accordance with the hospital services agreement.”
- D. Per Section 12.2.1 of the HSA, “The University shall defend, indemnify and hold the Board and the County, its elected and appointed officials, employees and agents harmless from, and against any damage, cost (including the payment of attorney fees and costs), claim or liability arising out of negligent acts or omissions of the University, its employees or agents, arising out of the activities or operations of the Medical Center by the University, including the University's management of capital projects for the Medical Center, or arising out of the premises except to the extent that such damage, cost, claim or liability results from the negligent acts or omissions of the Board, the County or their officials, agents or employees.”
- E. As part of the Capital Improvement Program for 2024-2029, the Parties plan to undertake a capital improvement project at the Ninth and Jefferson Building (Project

Number 1145552) (hereinafter “the Project”) that will be managed by the University and that is budgeted to cost more than the current limit specified by the HSA and King County Code (as of fiscal year 2024, based on CPI, the limit has been set at \$6,955,000).

- F. The King County Council passed Ordinance 19658 on August 15, 2023, adopting the Harborview Medical Center 2024 Capital Improvement Annual Budget. Ordinance 19658 included the following language: “The executive is hereby authorized to make disbursements for Project Number 1145552 described in Attachment A to this ordinance, but only if the documents assigning the project management for Project Number 1145552 to University of Washington/Harborview are reviewed and approved by the King County prosecuting attorney's office to ensure the assignment documents adequately protect the county from risk arising from the University of Washington management of the capital project, including indemnification of the county by the University of Washington.” Ordinance 19658 authorized expenditures for the Project up to \$9,450,000. The County believes that the King County Council will pass an ordinance authorizing the necessary remaining capital expenditure to complete the Project.
- G. The Parties desire to assign project management for the Project to the University of Washington.
- H. The Parties desire to memorialize this agreement in writing through this MOA, pursuant to the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are true and correct and incorporated herein by this reference, the Parties hereto hereby agree as follows:

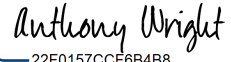
1. Management of the Project. The Parties agree that the University shall manage the Project. The County hereby assigns project management for the Project to the University.
2. Effect of HSA. The Parties agree that all terms of the HSA, including the relevant indemnification terms, shall apply to the Parties in relation to the Project.
3. Funding. Ultimate completion of the Project is dependent upon King County Council approval of additional funding. The University shall not be liable for any delays or damages resulting from failure to approve such funding in a timely manner. The terms of this MOA shall apply to such additional funding.
4. Amendment. This MOA may not be amended or modified except in writing signed by each of the Parties hereto.

5. Binding. This MOA is intended to be a binding and enforceable agreement of the Parties hereto and their respective successors and assigns. It reflects the mutual understandings and agreement of the Parties thereto.
6. Governing Law. This MOA is governed by the laws of the State of Washington without regard to the conflict of law provisions therein.
7. Venue. Venue for any action under this MOA will be in King County Superior Court, King County, Washington.
8. Legal Fees. In any lawsuit between the Parties with respect to the matters covered by this MOA, the prevailing Party will be entitled to receive its reasonable attorney's fees and costs incurred in the lawsuit, in addition to any other relief it may be awarded.
9. Authorized Signature. Each Party to this MOA warrants and represents to the other Party that the individual signing the MOA on behalf of such Party has been duly authorized to execute the MOA.
10. Counterparts. This MOA may be executed in multiple counterparts and all executed counterparts shall be deemed one original executed MOA and the transmission of an executed counterpart of the MOA by facsimile or the transmission of an executed counterpart that is in the form of a pdf file shall be treated by the Parties as the transmission of a signed original counterpart.
11. Severability. Should any phrase, clause, sentence, or section in this MOA be determined to be invalid, unenforceable, or void, such provisions shall be deemed to have been stricken and the remainder shall nonetheless remain in full force and effect unless striking such provisions shall materially alter the intention of the Parties.

Signature page follows.

IN WITNESS WHEREOF, the Parties hereby execute this Memorandum of Agreement, effective as of the last day and year written below, (“Effective Date”):

KING COUNTY, a home rule charter county and political subdivision of the State of Washington

By: 
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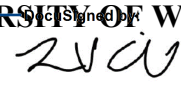
Anthony O. Wright,
Director, Facilities Management Division
Date: 6/14/2024

APPROVED AS TO FORM:

By: 
DocuSigned by:
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Darren Thompson
Senior Deputy Prosecuting Attorney

UNIVERSITY OF WASHINGTON

By: 
DocuSigned by:
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Lou Cariello
Vice President of Facilities
Date: 6/17/2024
