



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**September 17, 2013**

**Ordinance 17662**

**Proposed No. 2013-0312.2**

**Sponsors Lambert**

1           AN ORDINANCE relating to the execution of assignments of  
2           contracts for public defense services between King County and  
3           Associated Counsel for the Accused, Northwest Defenders  
4           Association and The Defender Association.

5           BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

6           SECTION 1. Findings:

7           A. On May 20, 2013, the King County council adopted Ordinance 17588 creating  
8           a department of public defense within the executive branch.

9           B. Ordinance 17588 authorizes the department to provide public defense services  
10          to the state of Washington, tribal governments and municipalities in King County on a  
11          full-cost-recovery basis and to negotiate appropriate contractual agreements, subject to  
12          council approval by ordinance when required by law.

13          C. Associated Counsel for the Accused ("ACA"), Northwest Defenders  
14          Association ("NDA") and The Defender Association ("TDA") entered into contracts with  
15          the city of Seattle ("the city") to provide public defender legal services to indigent  
16          persons charged with crimes in Seattle municipal court ("the contracts"). The contracts  
17          have a term of July 1, 2011, through June 30, 2014.

18          D. Section 21 of the contracts authorizes assignment of the contracts with city's  
19          consent.

20 E. The city has provided ACA, NDA and TDA consent to assign the contracts  
21 effective July 1, 2013, to King County.

22 F. King County, the city, ACA, NDA and TDA value the expertise of public  
23 defenders providing services to the city and recognize the need to maintain the continuity  
24 of services and to ensure that current and future clients have access to public defense  
25 services without disruption, as the settlement agreement is implemented.

26 G. The attached Assignment of Public Defense Services Contracts secures the  
27 city's ability to continue to receive public defender services. In exchange, the  
28 Assignment of Public Defense Services Contracts provides King County financial  
29 assurances that beginning July 1, 2013, the city's payment under the contracts shall be  
30 directly to King County.

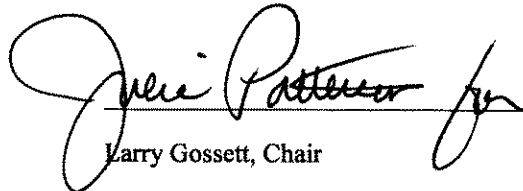
31 SECTION 2. The King County executive is hereby authorized to execute  
32 Assignment of Public Defense Services Contracts with Associated Counsel for the  
33 Accused, Northwest Defenders Association and The Defender Association in  
34 substantially the form of the attached assignments. In addition, the executive is directed  
35 to review the underlying agreements between the agencies and the city of Seattle and

36 reach agreement on and execute revisions that are necessary to reflect King County as the  
37 assigned party to the contracts.  
38

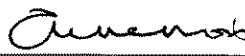
Ordinance 17662 was introduced on and passed by the Metropolitan King County Council on 9/16/2013, by the following vote:

Yes: 7 - Mr. Phillips, Ms. Hague, Ms. Patterson, Ms. Lambert, Mr. Dunn, Mr. McDermott and Mr. Dembowski  
No: 0  
Excused: 2 - Mr. von Reichbauer and Mr. Gossett

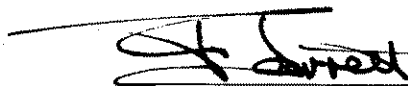
KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Larry Gossett, Chair

ATTEST:

  
Anne Noris, Clerk of the Council

APPROVED this 26<sup>th</sup> day of September, 2013.

  
Dow Constantine, County Executive

RECEIVED  
2013 SEP 27 PM 3:55  
KING COUNTY COUNCIL  
CLERK

**Attachments:** A. Assignment of Public Defense Service Contract - Associated Counsel for the Accused, B. Assignment of Public Defense Service Contract - Northwest Defenders Association, C. Assignment of Public Defense Service Contract - The Defender Association



**King County**

**ASSIGNMENT  
OF  
PUBLIC DEFENSE SERVICES CONTRACT**

This Assignment of Public Defense Services Contract ("Assignment") is effective the 1<sup>st</sup> day of July, 2013, between Associated Counsel for the Accused (the "Agency"), a Washington non-profit corporation and 501(c)(3) tax-exempt organization under the Internal Revenue Code of 1986, as amended, and King County (the "County").

**RECITALS**

- A. On or about June 28, 2011, the Agency and the City of Seattle (the "City") entered into a *2011 – 2014 Contract for City of Seattle Public Defense Services – 1<sup>st</sup> Defender* (the "Contract") by which Agency would be the 1<sup>st</sup> provider of defense services to indigent persons charged with crimes in Seattle Municipal Court (the "Court").
- B. The Contract was authorized by City Ordinance No. 123634.
- C. Under the terms of the Contract, the City and the Agency agreed that any and all funds provided pursuant to the Contract were for the sole purpose of providing legal services to indigent persons charged with crimes in Court.
- D. This Assignment is made pursuant to Section 21 of the Agreement. The Agency has sought the City's consent in writing more than 15 days prior to the effective date of this Assignment and the City has provided its written consent thereto.

**ARTICLE I  
ASSIGNMENT**

1.1 For valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Agency hereby assigns transfers and conveys all of its rights, interests, duties and obligations in and to the Contract. Pursuant to this Assignment, King County shall have all of the rights, interests, duties and obligations of Agency under the Contract, and the City shall continue to have all the rights, duties and benefits of the Contract with this Assignment.

1.2 With this Assignment, the County shall defend and indemnify Agency from any and all liability under the Contract, including any obligation to perform under the Contract.

1.3 Implementation of this Assignment is contingent on the successful execution of a separate Memorandum of Understanding Regarding Public Defense Services between Agency and County.

**ARTICLE II  
INDEMNIFICATION**

2.1 Definitions. The assertion that party has suffered a Loss is hereinafter referred to as an "Indemnification Claim", the party seeking indemnification is hereinafter referred to as an "Indemnified

## Attachment A - 17662

Party", and the person from whom indemnification is sought is hereinafter referred to as an "Indemnifying Party".

2.2. Claims. The County shall defend, indemnify and hold harmless Agency and its officers, directors, employees, agents and affiliates (collectively "Indemnitees") from and against any claims, liabilities, damages, deficiencies, costs and expenses, including reasonable attorney fees and expenses, and expenses of investigation and defense (hereinafter "Loss" or "Losses") of the Agency and its Indemnitees arising from the Contract or its Assignment.

2.3 Delivery of Notice of Claim. At any time after obtaining knowledge of any facts, claim or demand which has given rise to, or could reasonably give rise to, an Indemnification Claim under Section 2.2, Agency may give written notice of such Indemnification Claim ("Notice of Claim") to the Indemnifying Party.

2.4 Form of Notice. The Notice of Claim shall set forth the amount of the Loss suffered, or which may be suffered, by Agency.

2.5 Defense and Indemnification. The County shall pay, protect, pay the defense costs of, indemnify and hold Indemnitees harmless from and against any and all loss, liability, claim, damage and expense suffered or incurred by reason of (a) the breach of any representation, warranty or agreement of the County; (b) failure of the County to perform any obligation required by this Assignment or the Contract to be performed by the County; (c) liabilities arising out of the ownership, maintenance and/or operation of the Property/Facilities by the County after July 1, 2013; (d) any injuries to persons or property or claim for damages that the County is legally obligated to pay from any cause occasioned by any acts or omissions of the County, its agents or employees, that occur after July 1, 2013 and/ or (e) any employment related allegation or claim by employees of the County that occur after July 1, 2013. The County upon notice from Agency shall defend any such claim at its expense and with counsel reasonably satisfactory to the Indemnitees. This indemnification shall survive the expiration and termination for any reason of this Assignment. This indemnification is intended for the sole benefit of Agency and the Indemnitees and shall not inure to the benefit of any third party.

### ARTICLE III PAYMENT

3.1 Payment. City payment under the Contract shall be directly to King County. Associated Counsel for the Accused, as a Division of the King County Department of Public Defense, will continue to provide monthly reports and invoices to the City for services within 20 days after the close of each calendar month. After City approval of the invoice, payment will be made directly to King County by the 30<sup>th</sup> day of the following month.

### ARTICLE IV MISCELLANEOUS

4.1 Notices. All notices and other communications hereunder will be in writing and will be deemed given if delivered personally or by commercial delivery service, or mailed by registered or certified mail (return receipt requested) or sent via facsimile (with acknowledgment of complete transmission).

4.2 Headings. The descriptive headings in this Assignment have been inserted for convenience only and shall not be deemed to limit or otherwise affect the construction of any provision hereof.

**Attachment A - 17662**

4.3 Parties in Interest. This Assignment shall be binding upon and inure solely to the benefit of the parties hereto, and nothing in this Assignment, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Assignment.

4.5 Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and same Assignment.

4.6 Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have caused this Assignment to be signed by their respective officers thereunto duly authorized.

KING COUNTY

ASSOCIATED COUNSEL FOR THE ACCUSED

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

\_\_\_\_\_  
President, Board of Directors

\_\_\_\_\_  
Date

\_\_\_\_\_  
NAME (Please type or print)

\_\_\_\_\_  
Date



**King County**

**ASSIGNMENT  
OF  
PUBLIC DEFENSE SERVICES CONTRACT**

This Assignment of Public Defense Services Contract ("Assignment") is effective the 1<sup>st</sup> day of July, 2013, between Northwest Defenders Association (the "Agency"), a Washington non-profit corporation and 501(c)(3) tax-exempt organization under the Internal Revenue Code of 1986, as amended, and King County (the "County").

**RECITALS**

- A. On or about August 1, 2011, the Agency and the City of Seattle (the "City") entered into a *2011 – 2014 Contract for City of Seattle Public Defense Services – 2<sup>nd</sup> Defender* (the "Contract") by which Agency would be the 2<sup>nd</sup> provider of defense services to indigent persons charged with crimes in Seattle Municipal Court (the "Court").
- B. The Contract was authorized by City Ordinance No. 123667.
- C. Under the terms of the Contract, the City and the Agency agreed that any and all funds provided pursuant to the Contract were for the sole purpose of providing legal services to indigent persons charged with crimes in Court.
- D. This Assignment is made pursuant to Section 21 of the Agreement. The Agency has sought the City's consent in writing more than 15 days prior to the effective date of this Assignment and the City has provided its written consent thereto.

**ARTICLE I  
ASSIGNMENT**

1.1 For valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Agency hereby assigns transfers and conveys all of its rights, interests, duties and obligations in and to the Contract. Pursuant to this Assignment, King County shall have all of the rights, interests, duties and obligations of Agency under the Contract, and the City shall continue to have all the rights, duties and benefits of the Contract with this Assignment.

1.2 With this Assignment, the County shall defend and indemnify Agency from any and all liability under the Contract, including any obligation to perform under the Contract.

1.3 Implementation of this Assignment is contingent on the successful execution of a separate Memorandum of Understanding Regarding Public Defense Services between Agency and County.

**ARTICLE II  
INDEMNIFICATION**

2.1 Definitions. The assertion that party has suffered a Loss is hereinafter referred to as an "Indemnification Claim", the party seeking indemnification is hereinafter referred to as an "Indemnified

## Attachment B - 17662

Party", and the person from whom indemnification is sought is hereinafter referred to as an "Indemnifying Party".

2.2. Claims. The County shall defend, indemnify and hold harmless Agency and its officers, directors, employees, agents and affiliates (collectively "Indemnitees") from and against any claims, liabilities, damages, deficiencies, costs and expenses, including reasonable attorney fees and expenses, and expenses of investigation and defense (hereinafter "Loss" or "Losses") of the Agency and its Indemnitees arising from the Contract or its Assignment.

2.3 Delivery of Notice of Claim. At any time after obtaining knowledge of any facts, claim or demand which has given rise to, or could reasonably give rise to, an Indemnification Claim under Section 2.2, Agency may give written notice of such Indemnification Claim ("Notice of Claim") to the Indemnifying Party.

2.4 Form of Notice. The Notice of Claim shall set forth the amount of the Loss suffered, or which may be suffered, by Agency.

2.5 Defense and Indemnification. The County shall pay, protect, pay the defense costs of, indemnify and hold Indemnitees harmless from and against any and all loss, liability, claim, damage and expense suffered or incurred by reason of (a) the breach of any representation, warranty or agreement of the County; (b) failure of the County to perform any obligation required by this Assignment or the Contract to be performed by the County; (c) liabilities arising out of the ownership, maintenance and/or operation of the Property/Facilities by the County after July 1, 2013; (d) any injuries to persons or property or claim for damages that the County is legally obligated to pay from any cause occasioned by any acts or omissions of the County, its agents or employees, that occur after July 1, 2013 and/ or (e) any employment related allegation or claim by employees of the County that occur after July 1, 2013. The County upon notice from Agency shall defend any such claim at its expense and with counsel reasonably satisfactory to the Indemnitees. This indemnification shall survive the expiration and termination for any reason of this Assignment. This indemnification is intended for the sole benefit of Agency and the Indemnitees and shall not inure to the benefit of any third party.

### **ARTICLE III PAYMENT**

3.1 Payment. City payment under the Contract shall be directly to King County. Northwest Defenders Association, as a Division of the King County Department of Public Defense, will continue to provide monthly reports and invoices to the City for services within 20 days after the close of each calendar month. After City approval of the invoice, payment will be made directly to King County by the 30<sup>th</sup> day of the following month.

### **ARTICLE IV MISCELLANEOUS**

4.1 Notices. All notices and other communications hereunder will be in writing and will be deemed given if delivered personally or by commercial delivery service, or mailed by registered or certified mail (return receipt requested) or sent via facsimile (with acknowledgment of complete transmission).

4.2 Headings. The descriptive headings in this Assignment have been inserted for convenience only and shall not be deemed to limit or otherwise affect the construction of any provision hereof.



**Attachment B - 17662**

4.3 Parties in Interest. This Assignment shall be binding upon and inure solely to the benefit of the parties hereto, and nothing in this Assignment, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Assignment.

4.5 Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and same Assignment.

4.6 Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have caused this Assignment to be signed by their respective officers thereunto duly authorized.

KING COUNTY

NORTHWEST DEFENDERS ASSOCIATION

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

\_\_\_\_\_  
President, Board of Directors

\_\_\_\_\_  
Date

\_\_\_\_\_  
NAME (Please type or print)

\_\_\_\_\_  
Date



**King County**

**ASSIGNMENT  
OF  
PUBLIC DEFENSE SERVICES CONTRACT**

This Assignment of Public Defense Services Contract ("Assignment") is effective the 1<sup>st</sup> day of July, 2013, between The Defender Association (the "Agency"), a Washington non-profit corporation and 501(c)(3) tax-exempt organization under the Internal Revenue Code of 1986, as amended, and King County (the "County").

**RECITALS**

- A. On or about January 12, 2012, the Agency and the City of Seattle (the "City") entered into a *2012 – 2014 Contract for City of Seattle Public Defense Services – 3<sup>rd</sup> Defender* (the "Contract") by which Agency would be the 3<sup>rd</sup> provider of defense services to indigent persons charged with crimes in Seattle Municipal Court (the "Court").
- B. The Contract was authorized by City Ordinance No. 123780.
- C. Under the terms of the Contract, the City and the Agency agreed that any and all funds provided pursuant to the Contract were for the sole purpose of providing legal services to indigent persons charged with crimes in Court.
- D. This Assignment is made pursuant to Section 21 of the Agreement. The Agency has sought the City's consent in writing more than 15 days prior to the effective date of this Assignment and the City has provided its written consent thereto.

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2.2. Claims. The County shall defend, indemnify and hold harmless Agency and its officers, directors, employees, agents and affiliates (collectively “Indemnitees”) from and against any claims, liabilities, damages, deficiencies, costs and expenses, including reasonable attorney fees and expenses, and expenses of investigation and defense (hereinafter “Loss” or “Losses”) of the Agency and its Indemnitees arising from the Contract or its Assignment.

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### ARTICLE IV MISCELLANEOUS

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**Attachment C - 17662**

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4.5 Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and same Assignment.

4.6 Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have caused this Assignment to be signed by their respective officers thereunto duly authorized.

KING COUNTY

THE DEFENDER ASSOCIATION

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

\_\_\_\_\_  
President, Board of Directors

\_\_\_\_\_  
Date

\_\_\_\_\_  
NAME (Please type or print)

\_\_\_\_\_  
Date