

City of Lynden
Amendment to Public Defender Contract for Services
Indigent Criminal Defense

This Amendment is entered this _____ day of _____, 2019, between the City of Lynden, a municipal corporation, hereinafter referred to as the "City", and Daniel T. Parsons of the Law Office of Daniel T. Parsons, Attorney at Law, hereinafter referred to as the "Contractor", (together, "Parties"), for the purpose of amending the Public Defendant Contract for Services entered into on the 16th day of May, 2017, hereinafter referred to as the "Agreement". This Amendment is entered into because of circumstances unforeseen by either Party.

The Parties agree as follows:

Section I – Suspension of Services

Except as otherwise expressly provided in Section V hereof, Contractor will suspend all services to the City effective immediately, for an indeterminate period of time. Except as otherwise expressly provided in Section V hereof, Contractor shall not provide representation to public defendants of Lynden Municipal Court until the City provides express written consent to Contractor. Contractor also shall not enter the building which houses the Lynden Municipal Court until the City provides express written consent to Contractor.

Section II – Conditions for Resumption of Services

Contractor shall not resume providing services under the Agreement, except for those allowed under Section V, until all of the below conditions set forth in this Section are met to the satisfaction of the City. Prior to resuming services to the City, Contractor shall:

1. Continue to participate in mental health counseling and follow all recommendations of his mental health provider;
2. Participate in a chemical dependency evaluation;
3. Follow all treatment recommendations of the chemical dependency evaluation and of his treatment providers;
4. Submit to random urinalysis at the request of his treatment providers and the City;
5. Not visit an establishment that sells alcohol as its primary commodity, including but not limited to bars and taverns;
6. Not violate the law;
7. Refrain from any outbursts in court or any contempt of court as determined by the Municipal Court Judge; and

8. Provide an opinion from both his mental health provider and his drug and alcohol treatment provider that he can safely provide all services to the City under the Agreement and this Amendment.

Section III – Conditions of Providing Services Following Return

In the event Contractor resumes providing full services to the City, after resuming such services, Contractor shall:

1. Not bring any weapons onto or into City property, including without limitation the building which houses the Lynden Municipal Court. Weapon has the same meaning as defined in RCW 9.41.300(1)(b); and
2. Be electronically frisked and screened for weapons each time Contractor enters the building which houses the Lynden Municipal Court.
3. Continue in full compliance with Items 1, 3, 4, 5, 6, and 7 in Section II of this Amendment, unless expressly excused in writing by the City.

Section IV – Compliance with Conditions Determined in Sole Discretion of City

The City in its sole discretion will determine if and when Contractor has complied with the terms of this Amendment and can resume full services to the City. At that time, the City will provide written notice to Contractor that he can resume such services. After resuming full services to the City, the City in its sole discretion will determine if Contractor has continued to comply with the terms of this Amendment.

Section V – Representation at Hearings for In-custody Indigent Defendants at Whatcom County Jail and Work Center

Contractor shall, until further notice from the City, continue to represent in-custody indigent defendants housed at the Whatcom County Jail and Work Center. Contractor may, until further notice from the City, continue to communicate with court assigned clients by telephone or email, but not in person.

Section VI – Termination of Parties

In the event that the City in its sole discretion determines that the work of the Contractor, or another qualified attorney hired by the Contractor, is unsatisfactory, or in the event the City determines in its sole discretion that any provision in this Amendment or the Agreement has been violated, the City may terminate this Amendment and the Agreement immediately, without prior notice, including for provision of services under Section V herein. Failure by the City to terminate this Amendment and the Agreement for breach of any provision herein shall not result in a waiver of the City's right to terminate for the same or similar breach in the future.

Section VII – Conflict of Terms

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If any provision of the Agreement conflicts with any provision in this Amendment, the provision contained in this Amendment shall govern and control.

In Witness Whereof, the Parties enter into this Amendment, mutually agree on the above terms, are authorized to execute this Amendment and the Parties have executed this Amendment on the day and year indicated.



Daniel T. Parsons
Attorney-at-Law

Scott Korthuis
Mayor, City of Lynden

STATE OF WASHINGTON)
)§
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that Scott Korthuis is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath state that he was authorized to execute the instrument and acknowledge it as the Mayor of the City of Lynden to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

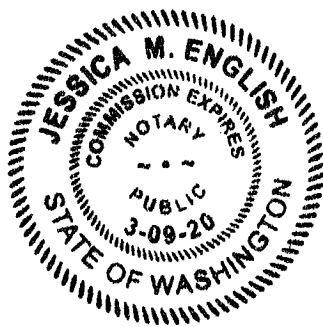
Dated: _____

NOTARY PUBLIC in and for the State of WA.
Print Name: _____
Residing at: _____
My commission expires: _____

STATE OF WASHINGTON)
)§
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that Daniel T. Parsons is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath state that he was authorized to execute the instrument and acknowledge it for the Law Office of Daniel T. Parsons, Attorney at Law to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 7/1/2019



Jessica M. English

NOTARY PUBLIC in and for the State of WA.
Print Name: Jessica M. English
Residing at: Burlington, WA
My commission expires: 3/9/2020