

AMENDMENT TO CITY OF LYNDEN PUBLIC DEFENDER CONTRACT FOR SERVICES

INDIGENT CRIMINAL DEFENSE

This Amendment is made this _____ day of _____ 2019, to that certain *Agreement for Public Defender Contract for Services* entered into May 16, 2017 and terminating December 31, 2020, between the City of Lynden, a municipal corporation, hereinafter referred to as the “City,” and Daniel T. Parsons of Roy, Simmons, Smith & Parsons, P.S., Attorneys at law, hereinafter referred to as the “Contractor,” for the purpose of providing attorney services as outlined therein (“Agreement”).

WHEREAS, the original Agreement required malpractice insurance limits of a minimum liability of \$1,000,000 per occurrence/ \$2,000,000 aggregate, and

WHEREAS, the parties wish to amend the required malpractice insurance limits of the Agreement; and

NOW THEREFORE, in consideration of the mutual benefit derived by the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties mutually agree as follows:

1. Section VII of the Agreement is amended to read as follows:

Section VII – Malpractice Insurance

The Contractor shall furnish to the City and file with the City Clerk and at all times during the existence of this Contract, maintain in full force and effect, at its own cost and expense, a professional malpractice insurance policy, each with a minimum liability of \$500,000 per occurrence/ \$500,000 aggregate. Failure to maintain coverage with the limits provided herein shall be a material breach of this Contract and cause for termination at any time. A policy naming the individual Contractor, among others named in the policy, shall be considered in compliance with this provision. A Certificate of Insurance containing the aforementioned minimum limits shall be provided to the City prior to the signing of this Contract. Written notice of cancellation or reduction in coverage shall be delivered to the City thirty (30) days in advance of the effective date thereof. Any company from which said professional malpractice insurance policy is obtained shall be approved by the state insurance commissioner pursuant to Title 48 RCW, and shall have at least an A or an A+ Best Rating.

2. Except as expressly modified in this Amendment, the original Agreement shall remain in full force and effect and the parties hereto acknowledge, confirm and ratify all of the terms of said Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date last written which shall also be the effective date of this Amendment.

Daniel T. Parsons
Attorney-at-Law

Date signed: _____

Mike Martin
Administrator, City of Lynden

Date signed: _____

Approved as to Form:

Attorney for the City of Lynden
Date signed: _____