

**AMENDMENT NO. 1**

**INDIGENT DEFENSE SERVICES CONTRACT**

**1<sup>st</sup> Conflict**

**WHEREAS**, on December 28, 2021, Pacific County (COUNTY) through North Pacific District Court entered into an Indigent Defense Services Contract with Killian Dunkeson (ATTORNEY); and

**WHEREAS**, there is a need to amend Section 11.(b) Insurance and to add Section 22. Indemnification.

**NOW THEREFORE, IT IS HEREBY RESOLVED** that Section 11.(b) Insurance and Section 22. Indemnification, shall read as follows:

Section 11.(b) Insurance:

ATTORNEY shall, at all times, maintain general liability (premises) insurance in the minimum amount of One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) general aggregate for bodily injury, personal injury and property damage. ~~The General Liability insurance shall name Pacific County as an additional insured.~~ The premises insurance portion is waived, the Attorney will not be meeting court appointed clients at their personal office.

Section 22. Indemnification/Hold Harmless:

To the fullest extent permitted by law, the ATTORNEY agrees to indemnify, defend and hold the COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any action or omission, negligent or otherwise, of the ATTORNEY, its employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Contract. The foregoing indemnification obligations of the ATTORNEY are a material inducement to COUNTY to enter into the Contract, are reflected in the ATTORNEY's compensation, and have been mutually negotiated by the parties.

**IT IS HEREBY FURTHER RESOLVED** that all other terms and conditions of the Indigent Defense Services Contract remain unchanged.

**IN WITNESS WHEREOF**, the COUNTY and ATTORNEY have executed this Amendment on the date(s) so noted below.

ATTORNEY  
Killian Dunkeson

NORTH PACIFIC DISTRICT COURT  
Elizabeth Penoyar, Judge

\_\_\_\_\_  
Signature

\_\_\_\_\_  
WSBA #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

ATTEST

\_\_\_\_\_  
Lisa Olsen, Chair of the Board

\_\_\_\_\_  
Amanda Bennett  
Deputy Clerk of the Board

\_\_\_\_\_  
Date