

**ADDENDUM TO CITY OF LYNDEN PUBLIC DEFENDER CONTRACT
FOR INDIGENT CRIMINAL DEFENSE SERVICES**

This Addendum to that certain *City of Lynden Public Defender Contract for Indigent Criminal Defense Services*, which took effect January 1, 2022 (“Original Contract”), is made and entered into by and between the City of Lynden (“City”), and Jason Smith, North County Public Defense (“Contractor”). The City and the Contractor may be referred to herein individually as “Party” and collectively as “Parties.”

WHEREAS, in Section II of the Original Contract, the City agreed to pay Contractor four-thousand dollars (\$4,000) a month for the provision of the services described in Section I of the Original Contract; and

WHEREAS, as the costs associated with the provision of the services Contractor is required to provide under the Original Contract have increased, the Parties have agreed to update the amount the City pays to Contractor monthly; and

WHEREAS, these recitals constitute a material part of this Addendum,

NOW, THEREFORE, in consideration of the mutual benefit derived by the Parties and other good and valuable consideration, the Parties mutually agree as follows:

1. Section II of the Original Contract is amended to read as follows:

Section II – Consideration

In consideration for the services described above, the City agrees to pay the Contractor the following amounts, paid monthly, for such services described in this Agreement:

January, 2024 – December, 2024	\$4,500 per month
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January, 2025 & beyond	\$5,000 per month
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for each full month in which such services are provided. Compensation for services provided for a partial month shall be prorated. Contractor shall send an invoice for such payment each month. The City of Lynden, Finance Department, must receive invoices by the 5th of each month (or the following Monday if the 5th falls on a weekend day) for processing in the current month’s run. The Finance Department is required to seek City Council approval to pay invoices during the second City Council meeting of the month (third Monday) before payment can be rendered.

2. Except as expressly modified in this Addendum, the Original Agreement shall remain in full force and effect.

Executed this ____ day of January, 2024.



Jason Smith, North County Public Defense
Attorney-at-Law

Scott Korthuis
Mayor, City of Lynden

STATE OF WASHINGTON)
) ss
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 stated that he was authorized to execute the instrument and acknowledged it as Mayor of the City of Lynden to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: _____, 2024.

NOTARY PUBLIC in and for the State of Washington
Residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that Jason Smith is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it for North County Public Defense to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: _____, 2024.

NOTARY PUBLIC in and for the State of Washington
Residing at _____
My commission expires _____