

ADDENDUM TO:

AN INTERLOCAL AGREEMENT BETWEEN
THE CITY OF LAKEWOOD AND THE
CITY OF UNIVERSITY PLACE
PROVIDING FOR THE PROVISION OF MUNICIPAL COURT, PROSECUTION AND
PUBLIC DEFENDER SERVICES

RE: IN-CUSTODY TRANSPORT SERVICES

WHEREAS, the City of University Place, ("University Place") and the City of Lakewood ("Lakewood") entered into an Interlocal Agreement for the provision of Municipal Court, Prosecution and Public Defender Services ("Court Services Agreement") on January 7, 2010; and

WHEREAS, the Court Services Agreement specifically excluded jail and police services;

WHEREAS, University Place in-custody defendants will be required to be transported from Pierce County Jail to the University Place Municipal Court at Lakewood City Hall and back to Pierce County Jail for the regular in-custody calendar currently held every Monday, Wednesday and Friday (excluding City holidays);

NOW, THEREFORE, the parties agree as follows:

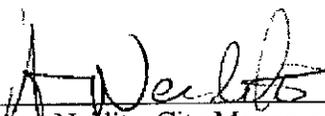
1. **Services Provided:** Lakewood shall be responsible for transporting all University Place in-custody defendants from Pierce County Jail to Lakewood City Hall and back to Pierce County Jail as required for court hearings for the regular in-custody calendar currently held every Monday, Wednesday and Friday (excluding City holidays).
2. **Financial Provisions.** In consideration for the services provided in this Addendum, University Place shall pay a flat fee of \$55 per each defendant transported pursuant to Section 1 of this Addendum. Lakewood shall be responsible for providing a monthly accounting statement and invoice to University Place regarding the provision of these services. University Place shall issue payment to ~~the~~ Lakewood for these services by check or money order within 30 days of receipt of invoice.
3. **Services Excluded:** This Addendum specifically excludes defendant transport services required when out-of-custody defendants appear in court and are ordered to be taken into custody by a judge.
 - a. **Exception:** if Lakewood determines in its sole discretion that Lakewood transport is available to the Pierce County Jail after a defendant is ordered to be taken into custody by a judge, Lakewood will coordinate the transport and University Place shall pay a flat fee of \$55 per each defendant transported pursuant to Section 2 of this Addendum.

4. Termination: This Addendum may be terminated by either party by providing thirty (30) days written notice to the other party.
5. Court Services Agreement: All other terms and conditions of the Court Services Agreement dated January 7, 2010 are incorporated by reference and apply to this Addendum.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective the day and year first set forth.

CITY OF LAKEWOOD

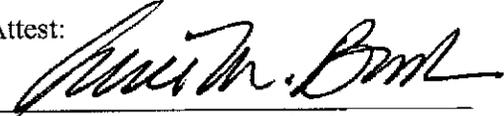
CITY OF UNIVERSITY PLACE



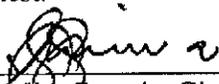
 Andrew Neiditz, City Manager
 Date: 12-21-10



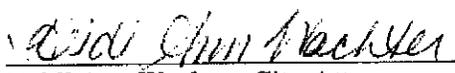
~~Bob Jean, City Manager~~
 Date: Stephen P. Suggs, 12/13/10

Attest:


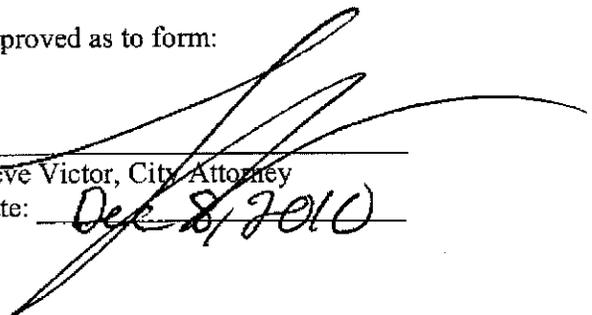
 Alice Bush, MMC, City Clerk
 Date: 12-23-10

Attest:


 Emelita Genetia, City Clerk
 Date: 12/15/10

Approved as to form:


 Heidi Ann Wachter, City Attorney
 Date: 20 December 2010

Approved as to form:


 Steve Victor, City Attorney
 Date: Dec 8, 2010