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**

[Signature]

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

Attest:

[Signature]

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

Approved as to form:

[Signature]

Heidi Ann Wachter, City Attorney
Date: 20 December 2010

**CITY OF UNIVERSITY PLACE**

[Signature]

Debra Jean, City Manager
Date: 12-13-10

Attest:

[Signature]

Emerita Genvia, City Clerk
Date: 12-13-10

Approved as to form:

[Signature]

Steve Victor, City Attorney
Date: Dec 8, 2010