

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 10, 2012

AGENDA ITEM: Lake Stevens Jail Services Agreement Ninth Amendment	AGENDA SECTION:	
PREPARED BY: Ralph Krusey, Administrative Services Commander 	AGENDA NUMBER:	
ATTACHMENTS: Ninth Amendment to Lake Stevens ILA for Jail Services	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

This amendment is the ninth amendment to the Interlocal Agreement between the City of Marysville and the City of Lake Stevens for Jail Services. This amendment extends the agreement from January 1, 2013 to December 31, 2016 .

City Attorney, Grant Weed, has reviewed the language contained in the contract and has approved it as to form.

RECOMMENDED ACTION:

Staff recommends that council authorize the Mayor to sign the Ninth Amendment to the ILA with the City of Lake Stevens for jail services.

COUNCIL ACTION:

AFTER RECORDING RETURN TO:

City of Marysville
1049 State Avenue
Marysville, WA 98270

**Ninth Amendment Paragraph 5 Duration
and Renewal of
Interlocal Agreement For jail services
2013 through 2016
Effective January 1, 2013.**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Agreement") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF LAKE STEVENS ("Lake Stevens").

WHEREAS, on September 27, 1999 Marysville and Lake Stevens entered into an Interlocal Agreement for Jail Services (hereinafter known as "Agreement"); and,

WHEREAS, on December 10, 2001 Marysville and Lake Stevens entered into a First Amendment to the Agreement for the purpose of extending the term of the same and for the adoption of a revised Schedule A Booking Fee and Daily Maintenance Fee; and

WHEREAS, on April 28, 2003 Marysville and Lake Stevens entered into a Second Amendment to the agreement for Jail Services; and

WHEREAS, on December 11, 2003, Marysville and Lake Stevens entered into a Third Amendment to the agreement for Jail Services; and

WHEREAS, on May 1, 2004 Marysville and Lake Stevens entered into a Amendment of Schedule "A" of Interlocal Agreement for Jail Services – Booking Fee – Change form \$32.30 to \$32.00 effective May 1, 2004; and

WHEREAS, On September 30, 2005 the parties entered into the Fourth Amendment of Schedule "A" of Interlocal Agreement for Jail Services Authority of Marysville to receive, pay and be reimbursed for Snohomish County Jail Billings and to coordinate and move Lake Stevens Prisoners from and in Snohomish County Jail Effective September 1, 2005; and

WHEREAS, On November 13, 2006 the parties entered into the Fifth Amendment of Schedule "A" of interlocal Agreement for Jail Services Changes per Bed per Day (Daily

Maintenance) fee from \$50 to \$52 and Snohomish County Jail Billings fee from \$56 to \$58.45 Effective January 1, 2007; and

WHEREAS, On March 29, 2009 the parties entered into the Sixth Amendment and Renewal to Interlocal Agreement For jail services 2009 to 2012 and Amendment of Schedule "A" Other Jail Billing Fees Effective January 1, 2009; and

WHEREAS, on October 12, 2009 the parties entered into the Seventh Amendment to Interlocal Agreement for Jail Services Revising the Notice Period for Termination; and Amendment of Schedule "A" fees effective January 1, 2010; and

WHEREAS, on September 12, 2011 the parties entered into the Eighth Amendment of Interlocal Agreements for Jail Services - Amending Paragraph 3 Section b (3 b) Relating to 90 days Detention Facility Limits Effective May 24, 2011

WHEREAS, the parties have agreed to extend and renew the term of the Agreement for an additional four year period of time from January 1, 2013 through December 31, 2016 incorporating all of the revisions made by the amendments referenced above.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Lake Stevens mutually agree as follows:

- 1. **Paragraph 5 DURATION** of the Agreement shall be amended to read as follows:

“The parties agree to renew this Agreement for an additional four-year term from January 1, 2013 to December 31, 2016. The parties may negotiate additional renewal periods.”

- 2 Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services dated September 27, 1999 and all of the written amendments set forth above shall remain in full force and effect unchanged.

IN WITNESS WHEREOF, the parties have hereunto set their hands and

seals this ____ day of _____, 2012.

CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By _____
VERN LITTLE, Mayor

By _____
JOHN NEHRING, Mayor

DATE: _____

DATE: _____

APPROVED as to form:

APPROVED as to form:

GRANT K. WEED, City Attorney

GRANT K. WEED, City Attorney

DATE: _____

DATE: _____

Attest: _____
NORMA SCOTT, City Clerk

Attest: _____
APRIL O'BRIEN, Deputy City Clerk