

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 9, 2013

AGENDA ITEM: Sauk-Suiattle Jail Services Agreement Renewal	AGENDA SECTION:	
PREPARED BY: Wendy Wade, Support Services Commander	AGENDA NUMBER:	
ATTACHMENTS: Sauk-Suiattle Contract Renewal	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

This agreement is a renewal of the existing agreement. The agreement is for Jail Services. The term of the agreement is from January 1, 2014 to December 31, 2015. The changes to the contract are;

Booking Fee	from \$41.82 to \$42.32
Daily fee per inmate	from \$63.81 to \$65.58
Transportation fee (each transport)	from \$41.82 to \$42.32

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 Sauk-Suiattle agreement for jail services.
COUNCIL ACTION:

AFTER RECORDING RETURN TO:

City of Marysville
City Administrator
1049 State Street
Marysville, WA 98270

**Fifth Amendment of Interlocal Agreements for Jail Services
Sauk-Suiattle**

Section 5 Duration /Renewal

Section 5 Duration /Renewal

January 1, 2014 to December 31, 2015

and

Amendment of Schedule "A":

Booking Fee \$42.32

Daily Maintenance Fee \$65.58,

(Bed space as needed based on space available,)

Transportation Fee \$42.32 per trip;

Effective January 1, 2014

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES is entered into between the City of Marysville (hereinafter Marysville), a political subdivision of the State of Washington, and the Sauk-Suiattle Tribe of Washington (hereinafter the Tribe or TRIBE), a federally recognized Indian tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C §476, governed by the Tribal Council of the Sauk-Suiattle Tribe of Washington as provided in Article III of the Constitution and Bylaws of the Tribe, and recognizes as a "public agency" as defined in RCW 39.34.020.

Recitals

WHEREAS, Chapters 39.34, 35A.13 and 70.48 RCW authorize cities to enter into contracts for jail services that specify the responsibilities of each party; and,

WHEREAS, Marysville and the Sauk-Suiattle Tribe entered into the INTERLOCAL AGREEMENT FOR JAIL SERVICE recorded on 12/13/2005 recording 200512131126 with the Snohomish County Auditor; and,

WHEREAS, Marysville and Sauk-Suiattle Tribe entered in to the FIRST AMENDMENT TO SCHEDULE A OF INTERLOCAL AGREEMENT FOR JAIL SERVICES recorded on 11/28/09 recording # 200611281008 with the Snohomish County Auditor; and,

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WHEREAS, Marysville and Sauk-Suiattle Tribe entered in to the SECOND AMENDMENT TO SCHEDULE A OF INTERLOCAL AGREEMENT FOR JAIL SERVICES on November 27, 2007 and,

WHEREAS, Marysville and Stillaguamish Tribe entered in to the THIRD AMENDMENT OF INTERLOCAL AGREEMENT FOR JAIL SERVICES on October 12, 2009; and,

WHEREAS, Marysville and Stillaguamish Tribe entered in to the FOURTH AMENDMENT OF INTERLOCAL AGREEMENT FOR JAIL SERVICES on September 12, 2011; and,

WHEREAS, Marysville and the Sauk-Suiattle Tribe have agreed to Renew the Interlocal Agreement for a two- year period from January 1, 2014 to December 31, 2015.

WHEREAS, while Marysville and the Tribe have agreed to renew pursuant to Section 5. DURATION - RENEWAL; and Amend **Schedule "A"** as follows - Booking Fee from \$40 to \$42.32, Daily Maintenance Fee from \$62.00 to \$65.58, (Bed space as needed based on space available) and Transportation Fee from \$40.00 \$42.32 per trip; - Effective January 1, 2014 necessitating the amendment of the Agreement.

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

1. Pursuant to Paragraph 5 **DURATION** of The Interlocal Agreement for Jail Services entered into between the parties on November 29, 2005 as amended in the Second Amendment on November 27, 2007 shall be renewed for a two-year term commencing January 1, 2014 and ending December 31, 2015.

2. **Schedule "A"**, is amended as follows: Booking Fee from \$40 to \$42.32, Daily Maintenance Fee from \$62.00 to \$65.58, (Bed space as needed based on space available) and Transportation Fee from \$40.00 \$42.32 per trip;- Effective January 1, 2014 as adopted and attached to this agreement as **Schedule A**.

3. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services and all Amendments thereto remain in place and shall be unchanged by this agreement.

4. **APPROVALS AND FILING**. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party.

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The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2013

CITY OF MARYSVILLE

SAUK-SUIATTLE TRIBE OF WASHINGTON

Jon Nehring, Mayor

Norma A Joseph, Chairperson
Sauk-Suiattle Tribal Council

Dated: _____

Dated: _____

Attest:

Attest:

April O'Brien, Deputy City Clerk

Ronda Metcalf, Tribal Council Secretary

Approved as to form

Approved as to form:

Grant K. Weed, City Attorney

, General Counsel

SCHEDULE A
Effective January 1, 2014

Booking fee \$42.32 **

Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the Sauk-Suiattle Tribes for such prisoner or defendant shall be adjusted by a credit in favor of the Sauk-Suiattle Tribes of that sum actually paid by the prisoner or defendant.

Inmate Transfer Administrative Fee \$20.00

In cases where Tribal prisoners are relocated to another jail facility the Tribe agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Marysville Transportation Fee \$42.32 per trip

Daily maintenance fee \$65.58 **

Bed space as needed based on space available

**Yearly COLA Increase on Booking Fees and Daily Maintenance Fees

Booking and Daily Maintenance Fees will be increased at a rate of 100% of the Seattle CPI-W June Index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties. (For example the June 2010 Seattle CPI-W index will set the amount of the January 1, 2011 increase to Booking and Daily Maintenance Fees.)

Expires 2013

AFTER RECORDING RETURN TO:
City of Marysville
1049 State Street
Marysville, WA 98270

**Fourth Amendment of Interlocal Agreements for Jail Services
Sauk-Suiattle
Amending Paragraph 3 Section b (3 b)
Relating to 90 days Detention Facility Limits
Effective May 24, 2011
and
Section 5 Duration /Renewal
January 1, 2012 to December 31, 2013**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES is entered into between the City of Marysville (hereinafter Marysville), a political subdivision of the State of Washington, and the Sauk-Suiattle Tribe of Washington (hereinafter the Tribe or TRIBE), a federally recognized Indian tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C §476, governed by the Tribal Council of the Sauk-Suiattle Tribe of Washington as provided in Article III of the Constitution and Bylaws of the Tribe, and recognizes as a "public agency" as defined in RCW 39.34.020.

Recitals

WHEREAS, Chapters 39.34, 35A.13 and 70.48 RCW authorize cities to enter into contracts for jail services that specify the responsibilities of each party; and,

WHEREAS, Marysville and the Sauk-Suiattle Tribe entered into the INTERLOCAL AGREEMENT FOR JAIL SERVICE recorded on 12/13/2005 recording #200512131126 with the Snohomish County Auditor; and,

WHEREAS, Marysville and Sauk-Suiattle Tribe entered in to the FIRST AMENDMENT TO SCHEDULE A OF INTERLOCAL AGREEMENT FOR JAIL SERVICES recorded on 11/28/09 recording # 200611281008 with the Snohomish County Auditor; and,

WHEREAS, Marysville and Sauk-Suiattle Tribe entered in to the SECOND AMENDMENT TO SCHEDULE A OF INTERLOCAL AGREEMENT FOR JAIL SERVICES recorded on 12/28/09 recording # 200712280719 with the Snohomish County Auditor; and,

ORIGINAL

ORIGINAL

WHEREAS, Marysville and Sauk-Suiattle Tribe entered in to the **THIRD AMENDMENT OF INTERLOCAL AGREEMENT FOR JAIL SERVICES** on October 12, 2009; and,

WHEREAS, the City of Marysville adopted Ordinance 2859, effective May 23, 2011, amending Marysville Municipal Code Chapter 2.45 relating to Jail/Detention Facilities; a "Detention Facility" being a 90 jail day facility by definition pursuant to RCW 70.48.020 (4).

RCW 70.48.040 (4) "Detention facility" means a facility operated by a governing unit primarily designed, staffed, and used for the temporary housing of adult persons charged with a criminal offense prior to trial or sentencing and for the housing of adult persons for purposes of punishment and correction after sentencing or persons serving terms not to exceed ninety days.

WHEREAS, the parties wish to amend Paragraph 3 Section b (3 b) of the Interlocal Agreement for Jail Services to utilize the 90 day facility limit instead of the 30 day limit; and,

WHEREAS, Marysville and the Sauk-Suiattle Tribe have agreed to Renew the Interlocal Agreement for a two- year period from January 1, 2011 to December 31, 2013; and,

WHEREAS, the Sauk-Suiattle Tribal Council on Oct 7, 2011, authorized entry into this **FOURTH AMENDMENT OF INTERLOCAL AGREEMENT FOR JAIL SERVICES**.

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

1. Paragraph 3 **ACCEPTANCE OF PRISONERS**, Section b (3 b) of the Agreement shall be amended to read as follows

b. Prisoners may not be incarcerated in the Marysville Jail longer than ~~thirty (30)~~ ninety (90) days or contrary to any federal or state statutes or regulations or constitutional requirements for the Marysville Jail. Should an inmate serve his/her ~~30-90~~ day sentence in the Marysville Jail and still have additional days of jail time, Tribe will have the option of transporting their inmates to another facility or have Marysville transport with reimbursement by Tribe of Marysville's actual costs. Should transportation be required for Tribe inmates to appear in other than the Marysville Municipal Courts, transportation will be the responsibility of Tribe.

2. Pursuant to Paragraph 5 **DURATION – RENEWAL**, Section B of the Interlocal Agreement for Jail Services entered into between the parties on 12/13/05

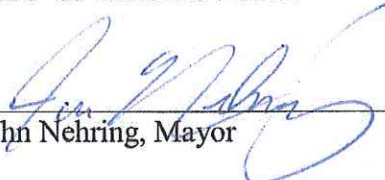
amended by the Second Amendment of the Interlocal for Jail Services dated November 27, 2007 recorded 12/28/09 recording # 200712280719 with the Snohomish County Auditor, shall be renewed for a two-year term commencing January 1, 2011 and ending December 31, 2013.

3. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services and all Amendments thereto remain in place and shall be unchanged by this agreement. This Fourth Amendment to Interlocal Agreement for Jail Services shall be effective May 24, 2011.

4. APPROVALS AND FILING. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 12th day of September, 2011.

CITY OF MARYSVILLE

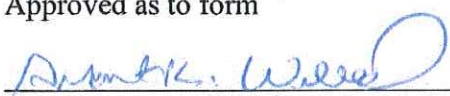

John Nehring, Mayor

Dated: 9/12/11


Attest:


April O'Brien, Deputy City Clerk

Approved as to form



Grant K. Weed, City Attorney

SAUK-SUIATTLE TRIBE OF
WASHINGTON


Janice Mabee, Chairperson
Sauk-Suiattle Tribal Council

Dated: 10/11/11

Attest:


Nancy DeCoteau, Tribal Council Secretary

Approved as to form:

Regina Hovet, General Counsel

AFTER RECORDING RETURN TO:

City of Marysville
City Administrator
1049 State Street
Marysville, WA 98270

**Third Amendment of Interlocal Agreements for Jail Services
Sauk-Suiattle**

**Section 5 Duration /Renewal
January 1, 2010 to December 31, 2011**

and

Amendment of Schedule "A":

Booking Fee from \$32 to \$40

Inmate Transfer administrative fee from \$10.00 to \$20.00

Daily Maintenance Fee from \$52.00 to \$62.00,

(Bed space as needed based on space available,)

Transportation Fee (new in 2010) \$40.00 per trip;

and with a COLA up to 2.25% increase per year

on Booking fees and Daily Maintenance Fees –

Effective January 1, 2010

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES is entered into between the City of Marysville (hereinafter Marysville), a political subdivision of the State of Washington, and the Sauk-Suiattle Tribe of Washington (hereinafter the Tribe or TRIBE), a federally recognized Indian tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C §476, governed by the Tribal Council of the Sauk-Suiattle Tribe of Washington as provided in Article III of the Constitution and Bylaws of the Tribe, and recognizes as a "public agency" as defined in RCW 39.34.020.

Recitals

WHEREAS, Chapters 39.34, 35A.13 and 70.48 RCW authorize cities to enter into contracts for jail services that specify the responsibilities of each party; and,

WHEREAS, Marysville and the Sauk-Suiattle Tribe entered into the INTERLOCAL AGREEMENT FOR JAIL SERVICE recorded on 12/13/2005 recording 200512131126 with the Snohomish County Auditor; and,

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g/mv/M-02-033/IIA Jail/IIA jail services -- Sauk-Suiattle Third Amend & 2010 renewal

WHEREAS, Marysville and Sauk-Suiattle Tribe entered in to the FIRST AMENDMENT TO SCHEDULE A OF INTERLOCAL AGREEMENT FOR JAIL SERVICES recorded on 11/28/09 recording # 200611281008 with the Snohomish County Auditor; and,

WHEREAS, Marysville and Sauk-Suiattle Tribe entered in to the SECOND AMENDMENT TO SCHEDULE A OF INTERLOCAL AGREEMENT FOR JAIL SERVICES recorded on 12/28/09 recording # 200712280719 with the Snohomish County Auditor; and,

WHEREAS, the Sauk-Suiattle Tribal Council on October 9, 2009 authorized entry into this THIRD AMENDMENT OF INTERLOCAL AGREEMENT FOR JAIL SERVICES AND ONE YEAR RENEWAL; and,

WHEREAS, Marysville and the Sauk-Suiattle Tribe have agreed to Renew the Interlocal Agreement for a two- year period from January 1, 2010 to December 31, 2011.

WHEREAS, while Marysville and the Tribe have agreed to renew pursuant to Section 5. DURATION - RENEWAL; and Amend Schedule "A" Booking Fee from \$32 to \$40, Inmate Transfer administrative fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$62.00, (Bed space as needed based on space available) and Transportation Fee (new in 2010) \$40.00 per trip; with a COLA up to 2.25% increase per year on Booking Fees and Daily Maintenance Fees - Effective January 1, 2010 necessitating the amendment of the Agreement.

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

1. Pursuant to Paragraph 5 DURATION of The Interlocal Agreement for Jail Services entered into between the parties on 12/13/05 and amended 11/28/09 and 11/27/09 shall be renewed for a two-year term commencing January 1, 2010 and ending December 31, 2011.

2. **Schedule "A"**, is amended as follows: Booking Fee from \$32 to \$40, Inmate Transfer administrative fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$62.00, (Bed space as needed based on space available) and Transportation Fee (new in 2010) \$40.00 per trip; with a COLA up to 2.25% increase per year on Booking Fees and Daily Maintenance Fees - Effective January 1, 2010 as adopted and attached to this agreement as **Schedule A**.

3. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services and all Amendments thereto remain in place and shall be unchanged by this agreement.

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g/mv/M-02-033/11A Jail/11a.jail services - Sauk-Suiattle Third Amend & 2010 renewal

4. APPROVALS AND FILING. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 12th day of October 2009.

CITY OF MARYSVILLE

Dennis L Kendall
Dennis Kendall, Mayor

Dated: 10-12-09

Attest:

April O'Brien
Tracy Jeffries, City Clerk
APRIL O'BRIEN ↑
Deputy

Approved as to form

Grant K. Weed
Grant K. Weed, City Attorney

SAUK-SUIATTLE TRIBE OF WASHINGTON

Janice Mabree
Janice Mabree, Chairperson
Sauk-Suiattle Tribal Council

Dated: 10/23/09

Attest:

Nancy A. DeCoteau
Nancy DeCoteau, Tribal Council Secretary

Approved as to form:

Regina Hovet
Regina Hovet, General Counsel

SCHEDULE A
Effective January 1, 2010

Booking fee \$40.00 **
Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the Sauk-Suiattle Tribes for such prisoner or defendant shall be adjusted by a credit in favor of the Sauk-Suiattle Tribes of that sum actually paid by the prisoner or defendant.

Inmate Transfer Administrative Fee \$20.00
In cases where Tribal prisoners are relocated to another jail facility the Tribe agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Marysville Transportation Fee (new in 2010) \$40.00 per trip

Daily maintenance fee \$62.00 **
Bed space as needed based on space available

****Yearly COLA Increase on Booking Fees and Daily Maintenance Fees**
Booking and Daily Maintenance Fees will be increased at a rate of 100% of the Seattle CPI-W June Index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties. (For example the June 2010 Seattle CPI-W index will set the amount of the January 1, 2011 increase to Booking and Daily Maintenance Fees.)

AFTER RECORDING RETURN TO:

City of Marysville
City Administrator
1049 State Street
Marysville, WA 98270

**INTERLOCAL AGREEMENT
FOR JAIL SERVICES**

THIS INTERLOCAL AGREEMENT FOR JAIL SERVICES is entered into between the City of Marysville (hereinafter Marysville), a political subdivision of the State of Washington, and the Sauk-Suiattle Tribe of Washington (hereinafter the Tribe or TRIBE), a federally recognized Indian tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C §476, governed by the Tribal Council of the Sauk-Suiattle Tribe of Washington as provided in Article III of the Constitution and Bylaws of the Tribe, and recognized as a "public agency" as defined in RCW 39.34.020.

Recitals

WHEREAS, Chapters 39.34, 35A.13 and 70.48 RCW authorize cities to enter into contracts for jail services that specify the responsibilities of each party; and,

WHEREAS, The Sauk-Suiattle Tribe adopted resolution 11/11/05 by the Sauk-Suiattle Tribal Council on November 4, 2005, authorizing entry into this agreement.

WHEREAS, the Sauk-Suiattle Indian Reservation (hereinafter the "RESERVATION") is located within the corporate limits of Skagit County; and,

WHEREAS, Marysville has a jail facility, and the Tribe desires to enter into this agreement to utilize Marysville's jail facility under the terms and conditions of this agreement; and,

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

1. **DEFINITIONS.** Unless the context clearly shows another usage is intended, the following terms shall have the following meanings in this agreement:

a. "Marysville Jail" means a place owned and operated by Marysville primarily designed, staffed and used for the housing of adults charged with a criminal offense; for the punishment and correction of offenders after conviction of a criminal offense; or for confinement and/or holding during a criminal investigation, or a civil detention to enforce a court order. As of the date of the execution of this agreement, this jail is located at 1635 Grove Street, Marysville, Washington.

b. "Tribal prisoner" means a person arrested by Tribal Police and held and confined in the Marysville Jail (either pre- or post-trial) pursuant to a violation of a Tribal Law including "Criminal Infractions" and "General Crimes" or a violation of state law which designates the crime for which the person is held to be a misdemeanor or gross misdemeanor. The term Tribal prisoner shall not include a person arrested for a Tribal "Major Crime" or a felony offense by Tribal Police, a person arrested on a warrant issued by another jurisdiction or for charges initiated by a non-Tribal Police officer, or a person charged by the County Prosecutor with a felony or an attempt to commit a felony, even if there is a plea to or a conviction of a lesser offense. A Tribal prisoner shall not include juveniles.

2. **JAIL AND HEALTH SERVICES.**

a. For prisoners accepted under this Agreement, Marysville shall accept Tribal prisoners and furnish jail facilities, booking, custodial services, and personnel for the confinement of Tribal prisoners equal to those Marysville provides for the confinement of its own prisoners. Medical costs for emergency or necessary health care for Tribal prisoners shall be the responsibility of Tribe. In the event an inmate is transported to the hospital, the hospital shall be directed to bill Tribe directly. With respect to inmate prescriptions, Tribe agrees to utilize the same pharmacies as Marysville, and Tribe shall be billed directly for its inmates' prescriptions. Tribe retains the option to contract with medical providers to provide medical service to Tribal prisoners. Marysville shall notify Tribe prior to outside medical care being provided for a Tribal prisoner;

provided, however, that when emergency medical care is required in life-threatening circumstances, the notification may occur as soon as practicable, which may be after emergency medical care has been provided.

b. The Tribe will be responsible for all prisoner transport and the costs of transport, including but not limited to court, other jail facilities and to medical care provides. The Tribe may request Marysville to provide assistance with the transport of prisoners when Marysville Jail and police staff are available.

3. ACCEPTANCE OF PRISONERS.

a. Tribe understands that Marysville will accept prisoners on a nonexclusive basis under this Agreement. The acceptance of prisoners is subject to space being available. Marysville reserves the right to reserve space in the jail for its anticipated prisoner needs and may require the removal of Tribal prisoners to accommodate Marysville prisoners. If Tribal prisoners are to be displaced and must be removed from the jail, Marysville agrees to provide Tribe with twenty four (24) hours notice in writing that the Tribal prisoner must be removed.

b. Prisoners may not be incarcerated in the Marysville Jail longer than thirty (30) days or contrary to applicable federal or state statutes or regulations or constitutional requirements for the Marysville Jail. Should an inmate serve his/her 30-day sentence in the Marysville Jail and still have additional days of jail time, Tribe will have the option of transporting their inmates to another facility or have Marysville transport with reimbursement by Tribe of Marysville's actual costs. Should transportation be required for Tribal inmates to appear in other than the Marysville Municipal Courts, transportation will be the responsibility of Tribe.

c. Tribe agrees that if any Tribal prisoner is deemed out of control or dangerous by the personnel at the Marysville Jail, on eight (8) hours' notice from Marysville to Tribe, Tribe shall make arrangements to remove and transport to another facility. Marysville may also refuse to book any persons who are suspected to be an extreme danger to themselves or to other inmates. In cases where a Tribal prisoner has obvious medical needs, Tribe shall transport such prisoner to a medical facility for treatment prior to being booked into Marysville's Jail. In all cases, Tribal officers will remain at the Marysville Jail until the prisoner is accepted by the Marysville custody staff.

d. Tribe agrees that Marysville may transfer Tribal prisoners who have been sentenced on criminal charges in Marysville Jail to other jail facilities under Marysville's Interlocal Agreements with those agencies. Such agreements include, but are not limited to Chelan County, Okanogan County and Yakima County. Provided however, transfer of Tribal prisoners to the Snohomish County jail shall be pursuant to the Tribal

Agreement with Snohomish County and not under the Marysville Interlocal Agreement for Jail Services with Snohomish County.

1. Marysville Custody will serve as the contact with the other jail facilities when transfer of Tribal prisoners is necessary.
2. Marysville will be billed by the other facility for jail services under the Marysville Agreement with that jurisdiction and Marysville will in turn bill the Tribe .
3. The Tribe agrees that all of the provisions of Paragraph 12. CONSENT TO JURISDICTION AND TRIBE EXPRESS LIMITED WAIVER OF SOVEREIGN IMMUNITY; Paragraph 13. INDEMNIFICATION; Paragraph 14. INSURANCE /IMMUNITIES; and Paragraph 15 GOVERNING LAW, VENUE AND DISPUTE RESOLUTION of this Agreement will specifically apply to the City of Marysville for any actions, claims, events or incidents that may arise in one of the other jail facilities – just as if the prisoner was housed in the Marysville Jail.

4. RATE AND PAYMENT.

Tribe shall pay Marysville at a rate per prisoner on a 24-hour basis (or portion of 24 hours) set out in Schedule A attached hereto. Said rates shall be adjusted from time to time by mutual agreement in advance of the renewal of any term of this agreement as provided in Section 5. Tribe shall be responsible for all costs for the transport of its prisoners.

- a. Payment shall be made promptly by Tribe to Marysville within thirty (30) days after a monthly statement is submitted by Marysville to Tribe.
- b. The Tribe may examine the relevant books and records kept by Marysville to verify charges. If an examination reveals an improper charge, an adjustment shall be applied to the next month's statement, or if the agreement has terminated, by an appropriate payment from one to the other. The parties agree to meet at least once each year to examine and verify charges for the previous year. The parties shall enter into a written agreement verifying and reconciling charges for the previous year and closing the books on an annual basis.
- c. Should the prisoner be sentenced to pay a portion of the daily rate, that amount will be deducted from the full daily rate.

5. DURATION – RENEWAL.

The initial term of this agreement shall commence December 1, 2005, and shall expire on December 1, 2007. Prior to the expiration of the initial term and exercise of the option to renew this agreement the parties shall review this agreement for any mutually agreed upon changes. Tribe shall have an option to renew this agreement for a two year term

commencing on December 1, 2007 and ending on December 1, 2009. Said renewals shall be subject only to mutual written agreement of the parties with the rate and payment set forth in Schedule A.

6. RECORD KEEPING (BOOKING).

Marysville agrees to maintain a system of record keeping relative to the booking and confinement of each Tribal prisoner in such style and manner as equivalent to Marysville's records pertaining to its own prisoners. Such records shall include, but not be limited to, the following information: defendant's name, charge, booking date, release date, and manner of release (i.e., personal recognizance, bond, cash bail). Along with monthly billing statements, Marysville shall submit to Tribe or its authorized representatives copies of said records.

7. BOOKING PROCEDURE.

Prisoners will be booked by Marysville according to procedures and policies of Marysville by completing for each such Tribal prisoner an appropriate booking sheet with a copy to be provided to Tribe, if requested. Personal property will be held by Marysville in the same manner as for its own prisoners.

8. RELEASE OF TRIBAL PRISONERS FROM MARYSVILLE JAIL.

No Tribal prisoner confined in the Marysville jail subject to this Agreement shall be released except:

- a. When requested by a member of Tribal Police Department;
- b. In compliance with an order of a court with jurisdiction over the Tribal prisoner and the subject matter.
- c. For appearance in court; (Transportation and security during transport and court appearance shall be the responsibility of the Tribe and not the City of Marysville.)
- d. For interviews by Tribal Police or attorneys;
- e. If the prisoner has served his or her sentence or the charge pending against the prisoner has been dismissed; or
- f. As determined by the Marysville Chief of Police or his designee as part of a plan to reduce prisoner population as a result of facility overcrowding; PROVIDED, however, Marysville and Tribal prisoners shall be released or relocated to a mutually agreed upon facility on a "first in first out" basis and Marysville shall notify Tribal Police of such an event as soon as possible.

g. Where in the discretion of the custody/patrol supervisor or jail administrator such release is warranted, Marysville shall notify Tribal Police of such event as soon as possible.

9. ALTERNATIVE/PARTIAL CONFINEMENT.

Upon the written request or consent of the Tribe, Tribal prisoners shall be considered for Marysville's alternative and partial confinement programs on an equal basis with Marysville prisoners and subject to the same rules and regulations, as well as potential sanctions, for program rule violations. Tribe shall have access to all alternative sentencing options which are available now and which may become available in the future. Prisoner participation in such programs may be limited to an operational capacity as identified by Marysville. Alternative and partial confinement programs shall include, but not be limited to, work release and work crew. It is understood by the parties that the term "alternative confinement program" shall include electronic home monitoring.

10. ACCESS TO TRIBAL PRISONERS.

All Tribal Police officers, investigators, interpreters, mental health professionals, the prosecuting attorney and the prisoner's counselor or assigned counsel shall have the right to interview the prisoner inside the confines of the Marysville Jail, subject only to necessary security rules. Interview rooms will be made available to Tribal Police and others in equal priority with those made available for Marysville prisoners.

11. OPERATION OF JAIL.

Marysville agrees to operate the jail to current professional standards and practices in accordance with all state and federal standards, whether set by constitution, statute or regulation. Tribal prisoners shall receive equal treatment to that supplied to Marysville's own prisoners.

12. CONSENT TO JURISDICTION AND TRIBE EXPRESS LIMITED WAIVER OF SOVEREIGN IMMUNITY.

Nothing in this Agreement shall be construed to cede or alter any primary police enforcement jurisdiction of any party to this Agreement, to modify the legal requirements for arrest or search and seizure, to otherwise modify legal rights of any person not a party to this agreement, to accomplish any act contrary to state or federal law, or to subject the parties to any liability to which they would not already be subject to by law;
WITH THE FOLLOWING EXCEPTION:

The Sauk-Suiattle Tribe of Washington does hereby expressly consent to jurisdiction of the courts of the State of Washington as having exclusive jurisdiction to hear, resolve and enter final judgment on any legal dispute by and between the parties to this agreement and/or their affected officers, officials, and employees, concerning the interpretation of this

agreement, enforcement of any of its provisions, and any complaints or counterclaims for monetary damages and/or equitable relief for any alleged or actual breach of any provision of this agreement and/or for the enforcement of any such final judgment entered by any court of the State of Washington regarding such matters.

For this limited purpose only, the Sauk-Suiattle Tribe of Washington does hereby expressly waive its right to sovereign immunity and its right to assert sovereign immunity status or defense in the courts of the State of Washington for any such legal claim or complaint for the interpretation and/or enforcement of this agreement, and/or for any complaints or counterclaims for monetary damages or equitable relief for any breach of this agreement, and/or for the enforcement of any such final judgment entered by any court of the State of Washington regarding such matters.

13. INDEMNIFICATION.

a. Except as otherwise provided in 13(c), Tribe agrees to defend, indemnify and hold harmless Marysville and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever by reason of or arising out of any act or omission of Tribe, its officers, agents and employees, or any of them in arresting, detaining, charging or transporting prisoners except to the extent said claim, action, loss or damage is the result of the negligence of the City of Marysville. In the event that any suit based upon such a claim, action, loss or damage is brought against Marysville, Tribe shall defend the same at its sole cost and expense; provided, that Marysville retains the right to participate in said suit if any principle of governmental or public law is involved; and if a final judgment is rendered against Marysville, its officers, agents, employees or any of them or jointly against Marysville and Tribe and their respective officers, agents and employees or any of them, Tribe shall satisfy and discharge the same.

b. Except as otherwise provided in 13(c), Marysville shall defend, indemnify and hold harmless Tribe and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever by reason of or arising out of any act or omission of Marysville, its officers, agents and employees, or any of them in confining or releasing persons who have been presented to and accepted by the Marysville Jail by Tribe, its officers, agents and employees while said persons are in the Jail or in the custody of Marysville outside the Jail, except to the extent said claim, action, loss or damage is the result of the negligence of Tribe. In the event that any suit based upon such a claim, action, loss or damage is brought against Tribe, Marysville shall defend the same at its sole cost and expense, provided that Tribe retains the right to participate in said suit if any principle of governmental or public law is involved, and if a final judgment is rendered against Tribe, its officers, agents and

employees or any of them, or jointly against Tribe and Marysville and their respective officers, agents and employees or any of them, Marysville shall satisfy and discharge the same.

c. In the event of the concurrent negligence of the parties, each party shall be responsible for payment of any claim or judgment in proportion to the percentage fault attributed to that party.

d. The indemnities provided for in this paragraph 13 shall apply to all legal costs and attorneys' fees incurred by the party indemnified. In any action to enforce the indemnities provided for in this paragraph, the prevailing party shall be entitled to recovery of costs and attorneys' fees for the enforcement of these indemnities.

14. INSURANCE /IMMUNITIES.

The TRIBE agree to procure and maintain occurrence based insurance policy (ies) with commercial insurers admitted to write in the State of Washington in an amount no less than Five Million Dollars (\$5 million) per occurrence, Ten Million (\$10 million) Annual Aggregate for all potential liability set forth in section 8 and including but not limited to insuring against claims for false imprisonment, false arrest, public liability, property damage, police professional liability, and violation of civil rights, and shall maintain the policy in full force and effect during the life of the AGREEMENT. If this AGREEMENT is terminated for any reason, the TRIBE agrees to carry the insurance for all actions taken under this AGREEMENT until such time as the protection from suit is granted by the statute of limitations. In the event the coverage is on a claims-made basis, the TRIBE agrees to insure that the coverage extends to the statute of limitations in each policy year.

The Insurance Company or the TRIBE shall provide written notice to the CITY OF MARYSVILLE within thirty (30) days after any reduction in the general aggregate of occurrence limit. The TRIBE shall provide the CITY OF MARYSVILLE with a certificate of insurance prior to the contract effective date and shall provide the CITY OF MARYSVILLE a copy of the above insured policy upon its receipt, including any endorsements to said policy after the date of its issuance.

As previously set forth in greater detail in paragraph 12 of this Agreement, the TRIBE waives its right to assert sovereign immunity as a defense to any law suit or complaint for indemnification by the CITY OF MARYSVILLE pursuant to the AGREEMENT and consents to the jurisdiction of the courts of the State of Washington to hear and resolve any such lawsuit or complaint. The parties agree that in discharging this indemnification obligation, the CITY OF MARYSVILLE shall look first to the proceeds of insurance procured by the TRIBE herein and the policy of insurance obtained by the TRIBE shall prohibit the insurer from asserting a defense of sovereign immunity to the claim made under the policy. The TRIBE agrees to assign over to the CITY OF MARYSVILLE, at its

request, any and all of its rights against the insurer to effectuate a payment of its indemnification provision. Should any claim for indemnification exceed the limit of the insurance policy arising from the entry of a final judgment or decree in any court, or by settlement of a civil action mutually agreed to by the CITY OF MARYSVILLE and the TRIBE, the TRIBE hereby waives any claim of sovereign immunity or exemption for unrestricted assets it holds up to the amount necessary to discharge fully the indemnity obligation and the costs of collection.

All immunities enjoyed by the TRIBE under state, federal or tribal law shall inure to the benefit of the CITY OF MARYSVILLE when acting under the terms of this AGREEMENT.

Nothing in this AGREEMENT shall preclude the TRIBE, the CITY OF MARYSVILLE, or their employees, agents or representatives from seeking the benefits and protections of the Federal Tort Claims Act. It is expressly agreed and understood that the indemnification provided for in this AGREEMENT is for the benefit of the TRIBE and the CITY OF MARYSVILLE only and there is no intention by the parties to confer any rights hereunder to any third party, intentionally, unintentionally or by implication.

15. GOVERNING LAW, VENUE AND DISPUTE RESOLUTION.

This AGREEMENT shall be governed by, construed, and enforced in accordance with the laws of the State of Washington. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance, or breach of this AGREEMENT, including without limitation any claim based upon contract, tort or statute, shall be brought in the Superior Court of Washington for Snohomish County. The parties may, on a case by case basis, agree to mediation, arbitration or binding arbitration. Judgments entered either by agreed binding arbitration or by Snohomish County Superior Court may be entered in the Snohomish County Superior Court and enforced in the same manner as any other judgment. Any appeal of final judgments will be to the appellate courts of the State of Washington in the manner provided for in their rules.

16. TERMINATION OF AGREEMENT.

Tribe shall provide written notice of its intent to terminate this agreement without cause not less than one hundred eighty (180) days prior to expiration of this agreement. Marysville shall provide written notice of its intent to terminate this agreement not less than one hundred eighty (180) days prior to expiration of this agreement (or any renewal thereof). In the event of termination of this agreement (or any extension thereof), the parties will work cooperatively to ensure the orderly transition of Tribal Prisoners from Marysville jail to another jail facility.

Termination of this AGREEMENT by any party does not affect or diminish authority exercised prior to the effective date of such termination. Termination shall not relieve any party of its agreement to insure without interruption or to indemnify the other party as

required herein for liability or expense arising out of actions prior to the time the termination, withdrawal or revocation becomes effective.

17. WAIVER.

No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any one or several occasions does not constitute consent to or waiver of any provision contained herein.

18. ASSIGNMENT.

Neither this Agreement nor any interest herein or claim hereunder shall be assigned or transferred, in whole or in part, by either Marysville or Tribe to any other person or entity without the prior written consent of the other party. In the event that such prior written consent to an assignment is granted, the assignee shall assume all duties, obligations and liabilities of its assignor stated in this Agreement.

19. INDEPENDENT CONTRACTOR.

Each party to this agreement is an independent contractor with respect to the subject matter herein. Nothing in this agreement shall make any employee of Marysville an employee of Tribe, and vice versa, for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges according to either party's employee by virtue of their employment. At all times pertinent hereto, employees of Marysville are acting as Marysville employees and employees of Tribe are acting as Tribal employees.

20. PARTIAL INVALIDITY.

Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect.

21. NO THIRD-PARTY RIGHTS.

Except as expressly provided herein, nothing in this agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.

22. SEVERABILITY.

If any portion of this Agreement is changed per mutual agreement, or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

23. INTEGRATION – ENTIRE AGREEMENT.

This written Agreement constitutes the complete and final agreement between Marysville and Tribe. There are no other oral or written agreements between the parties as to the subjects covered by this Agreement.

24. NOTICES AND ADMINISTRATOR.

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

TO SAUK-SUIATTLE INDIAN TRIBE:
Tribal Council Chairperson, Gloria Green
5318 Chief Brown Lane
Darrington, WA 98241

TO CITY OF MARYSVILLE:
Chief of Police
1635 Grove Street
Marysville, WA 98270

The Marysville Chief of Police shall serve as Marysville's administrator or responsible official for this Agreement. PHONE NUMBER CONTACT (360) 651-5080.

The Chief of Police for Tribe shall serve as TRIBE administrator or responsible official for this Agreement. PHONE NUMBER CONTACT (360) 436-1438.

25. AMENDMENTS

Either party may request changes in the agreement. No changes or modifications to this AGREEMENT shall be valid or binding upon the parties unless such changes or modifications are mutually agreed to in writing and executed by the parties in the same manner and formality as this original agreement.

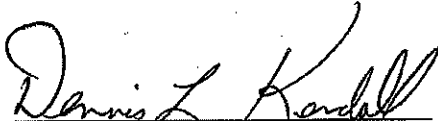
26. APPROVAL AND FILING.

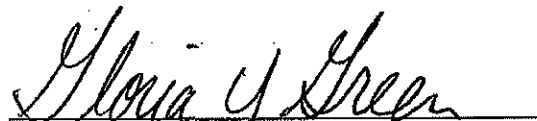
Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 29th
day of November 2005.

CITY OF MARYSVILLE

SAUK-SUIATTLE TRIBE OF
WASHINGTON


Dennis Kendall, Mayor

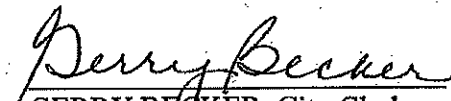

Gloria Y. Green, Chairperson
Sauk-Suiattle Tribal Council

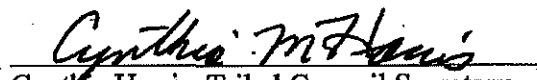
Dated: 11/29/05

Dated: 11/4/05

Attest:

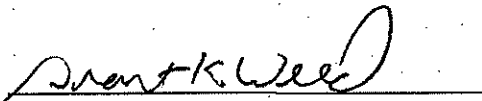
Attest:



GERRY BECKER, City Clerk


Cynthia Harris, Tribal Council Secretary

Approved as to form

Approved as to form:


Grant K. Weed, City Attorney


Rebecca H. Leonard, Reservation Attorney

SCHEDULE A

Booking fee \$32.00

* Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the Tribe for such prisoner or defendant shall be adjusted by a credit in favor of the Tribe of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee \$10.00

* In cases where Tribal prisoners are relocated to another jail facility the Tribe agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Daily maintenance fee \$55.00

*The Tribe agrees to pay a daily maintenance fee at a rate of \$55.00 per day per bed.

AFTER RECORDING RETURN TO:

City of Marysville
City Administrator
1049 State Street
Marysville, WA 98270

**First Amendment
Amendment of Schedule "A" of Interlocal Agreements for
Jail Services**

**Changes per Bed per Day fee from \$55 to \$57
Effective January 1, 2007**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES is entered into between the City of Marysville (hereinafter Marysville), a political subdivision of the State of Washington, and the Sauk-Suiattle Tribe of Washington (hereinafter the Tribe or TRIBE), a federally recognized Indian tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C §476, governed by the Tribal Council of the Sauk-Suiattle Tribe of Washington as provided in Article III of the Constitution and Bylaws of the Tribe, and recognizes as a "public agency" as defined in RCW 39.34.020.

Recitals

WHEREAS, Chapters 39.34, 35A.13 and 70.48 RCW authorize cities to enter into contracts for jail services that specify the responsibilities of each party; and,

WHEREAS, Marysville and the Sauk-Suiattle Tribe entered into the INTERLOCAL AGREEMENT FOR JAIL SERVICE recorded on December 13, 2005, recording 200512131126 with the Snohomish County Auditor; and,

WHEREAS, the Sauk-Suiattle Tribal Council on November 4, 2005, authorized entry into this FIRST AMENDMENT AMENDMENT TO SCHEDULE A OF INTERLOCAL AGREEMENT FOR JAIL SERVICES ; and,

WHEREAS, while Marysville and the Sauk-Suiattle Tribe have agreed to Amend Schedule A with a jail bed fee change, necessitating the amendment of the Agreement; and

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

Section 1. 1. The Schedule "A", booking fee is changed from \$55.00 to \$57.00 which shall be effective January 1, 2007 and shall be as attached hereto and incorporated by this reference.

Section 2. APPROVALS AND FILING. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

Section 3. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services shall remain in place and shall be unchanged by this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 20 day of October, 2006.

CITY OF MARYSVILLE

Dennis L Kendall
Dennis Kendall, Mayor

Dated: 11-13-06

SAUK-SUIATTLE TRIBE OF WASHINGTON

Gloria Y Green
Gloria Y. Green, Chairperson
Sauk-Suiattle Tribal Council

Dated: 10/20/06

Attest:

Lillie Lein
GERRY BECKER, City Clerk
Lillie Lein, Deputy Clerk

Approved as to form

Grant K. Weed
Grant K. Weed, City Attorney

Attest:

Cynthia Harris
Cynthia Harris, Tribal Council Secretary

Approved as to form:

Rebecca H. Leonard
Rebecca H. Leonard, Tribal Attorney

SCHEDULE A

Booking fee \$32.00

* Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the Tribe for such prisoner or defendant shall be adjusted by a credit in favor of the Tribe of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee \$10.00

* In cases where Tribal prisoners are relocated to another jail facility the Tribe agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Daily maintenance fee \$57.00

*The Tribe agrees to pay a daily maintenance fee at a rate of \$57.00 per day per bed.

AFTER RECORDING RETURN TO:

City of Marysville
City Administrator
1049 State Street
Marysville, WA 98270

**Second Amendment
of Interlocal Agreements for
Jail Services
Two Year Renewal**

Effective December 1, 2007 through December 31, 2007

2009

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES is entered into between the City of Marysville (hereinafter Marysville), a political subdivision of the State of Washington, and the Sauk-Suiattle Tribe of Washington (hereinafter the Tribe or TRIBE), a federally recognized Indian tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C §476, governed by the Tribal Council of the Sauk-Suiattle Tribe of Washington as provided in Article III of the Constitution and Bylaws of the Tribe, and recognizes as a “public agency” as defined in RCW 39.34.020.

Recitals

WHEREAS, Chapters 39.34, 35A.13 and 70.48 RCW authorize cities to enter into contracts for jail services that specify the responsibilities of each party; and,

WHEREAS, Marysville and the Sauk-Suiattle Tribe entered into the INTERLOCAL AGREEMENT FOR JAIL SERVICE recorded on 12/13/2005 recording 200512131126 with the Snohomish County Auditor; and,

WHEREAS, Marysville and Sauk-Suiattle Tribe entered in to the FIRST AMENDMENT TO SCHEDULE A OF INTERLOCAL AGREEMENT FOR JAIL SERVICES recorded on 11/28/2006 recording # 200611281008 with the Snohomish County Auditor; and,

wpf/mv/ILA/Courts/Jail/ila.jail services – Sauk-Suiattle Second Amend renewal f

WHEREAS, the Sauk-Suiattle Tribal Council on 12/17/07, authorized entry into this SECOND AMENDMENT OF INTERLOCAL AGREEMENT FOR JAIL SERVICES TWO YEAR RENEWAL; and,

WHEREAS, Marysville and the Sauk-Suiattle Tribe have agreed to Renew the Interlocal Agreement for a two year period.

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

Section 1. The parties agree to amend Section 5 DURATION -RENEWAL

Section 5 currently reads as follows:

5. DURATION – RENEWAL.

The initial term of this agreement shall commence December 1, 2005 and shall expire on December 1, 2007. Prior to the expiration of the initial term and exercise of the option to renew this agreement the parties shall review this agreement for any mutually agreed upon changes. Tribe shall have an option to renew this agreement for a two year term commencing on December 1, 2007 and ending on December 1, 2009. Said renewals shall be subject only to mutual written agreement of the parties with the rate and payment set forth in Schedule A.

Section 5 is amended to read as follows:

5. DURATION – RENEWAL.

A. The initial term of this agreement shall commence December 1, 2005 and shall expire on December 1, 2007. Prior to the expiration of the initial term and exercise of the option to renew this agreement the parties shall review this agreement for any mutually agreed upon changes. Tribe shall have an option to renew this agreement for a two year term commencing on December 1, 2007 and ending on December 1, 2009. Said renewals shall be subject only to mutual written agreement of the parties with the rate and payment set forth in Schedule A.

B. The parties agree that the Agreement shall be renewed for a two year period of time commencing on December 1, 2007 and ending on December 31, 2009. Pursuant to this section, the parties may agree to additional one or two year renewal terms by written agreement with the

rate and payment set forth in Schedule A or as Schedule A maybe amended.

Section 2. APPROVALS AND FILING. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office pursuant to RCW 39.34.040.

Section 3. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services and prior amendments shall remain in place and shall be unchanged by this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 27 day of November 2008

CITY OF MARYSVILLE

Dennis L Kendall
Dennis Kendall, Mayor

Dated: 11/27/07

Attest:
Tracy Jeffries
TRACY JEFFRIES, City Clerk

Approved as to form
Grant K. Weed
Grant K. Weed, City Attorney

SAUK-SUIATTLE TRIBE OF WASHINGTON

Janice W. Maher
~~Glenn Y. Green~~, Chairperson
Sauk-Suiattle Tribal Council

Dated: 12/12/07

Attest:
Cynthia M. Harris
Cynthia Harris, Tribal Council Secretary

Approved as to form:
Rebecca H. Leonard
Rebecca H. Leonard, Reservation Attorney

SCHEDULE A

Booking fee \$32.00

* Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by the Tribe for such prisoner or defendant shall be adjusted by a credit in favor of the Tribe of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee \$10.00

* In cases where Tribal prisoners are relocated to another jail facility the Tribe agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Daily maintenance fee \$57.00

*The Tribe agrees to pay a daily maintenance fee at a rate of \$57.00 per day per bed.