

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 9, 2013

AGENDA ITEM: Tulalip Tribal Jail Services Agreement Amendment to Schedule A	AGENDA SECTION:	
PREPARED BY: Wendy Wade, Support Services Commander	AGENDA NUMBER:	
ATTACHMENTS: Tulalip Tribal Stevens Contract Renewal	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

This agreement is a change to Schedule A. The remainder of the agreement is unchanged. Effective January 1, 2014 changes to Schedule A 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 Tulalip Tribal agreement for jail services.
COUNCIL ACTION:

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

**FIFTH AMENDMENT OF INTERLOCAL AGREEMENT
FOR JAIL SERVICES – TULALIP
Amendment of Schedule “A”:**

**Schedule “A” Effective January 1, 2014: Booking Fee \$42.32, Daily
Maintenance Fee \$65.58, (Bed space as needed based on space available) and
Transportation Fee \$42.32 per trip.**

THIS AMENDMENT TO THE INTERLOCAL AGREEMENT FOR JAIL SERVICES is entered into between the City of Marysville (hereinafter CITY/Marysville), a political subdivision of the State of Washington, and the Tulalip Tribes of Washington (hereinafter the TRIBES/Tribes), 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 Board of Directors of the Tulalip Tribes of Washington as provided in Article VI of the Constitution and Bylaws of the Tribes, 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, Marysville and the Tribes entered into the INTERLOCAL AGREEMENT FOR JAIL SERVICE recorded on December 8, 2004 recording #200412080520 with the Snohomish County Auditor; and,

WHEREAS, Marysville and the Tribes entered into the FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICE recorded on December 13, 2005 recording #200512130904 with the Snohomish County Auditor; and,

WHEREAS, Marysville and the Tribes entered into the SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICE relating to “SCHEDULE A” signed by the City of Marysville on November 13, 2006; it is not clear if said Amendment was formally signed by the Tribes, however, the parties operated pursuant to the terms and conditions of the SECOND AMENDMENT - SCHEDULE A from January 1, 2007 through December 31, 2009 and do not dispute any jail services, rates, payments made or received for the period effective January 1, 2007 through December 31, 2009 ; and,

WHEREAS, Marysville and the Tribes ratified the THIRD AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES, and entered into the FOURTH AMENDMENTS TO INTERLOCAL AGREEMENT dated November 14, 2011; and

WHEREAS, Marysville and the Tribes agree to Amend Schedule "A" as adopted and attached to this Agreement as follows:

Schedule "A" Effective January 1, 2014 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 to \$42.32 per trip.

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

Section 1. Schedule "A", is amended as adopted and attached to this agreement as follows:

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.**

Section 2. 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.

Section 3. 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 recorded 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

TULALIP TRIBES OF WASHINGTON

John Nehring, Mayor

Dated: _____

Mel Sheldon, Chairman, Board of Directors

Dated: _____

Attest: _____
April O'Brien, City Clerk

Approved as to form

Grant K. Weed, City Attorney

, Reservation Attorney

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 Tribes for such prisoner or defendant shall be adjusted by a credit in favor of the 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 Tribes 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.)

2015

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

**FOURTH AMENDMENT OF INTERLOCAL AGREEMENT
FOR JAIL SERVICES – TULALIP**

**Amending Paragraph 3 Section b (3 b)
Relating to 90 days Detention Facility Limits
Effective September 1, 2011**

And

**Paragraph 5 Duration /Renewal
September 1, 2011 to December 31, 2015
Effective September 1, 2011**

And

Amendment of Schedule "A":

Schedule "A" Effective September 1, 2011: 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; and

Schedule "A" Effective January 1, 2007 – December 31, 2009: Daily Maintenance fee is changed from \$50.00 to \$52.00

THIS FOURTH AMENDMENT TO THE INTERLOCAL AGREEMENT FOR JAIL SERVICES is entered into between the City of Marysville (hereinafter CITY/Marysville), a political subdivision of the State of Washington, and the Tulalip Tribes of Washington (hereinafter the TRIBES/Tribes), 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 Board of Directors of the Tulalip Tribes of Washington as provided in Article VI of the Constitution and Bylaws of the Tribes, 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 and Tribal Governments to enter into contracts for jail services that specify the responsibilities of each party; and,

ORIGINAL

WHEREAS, Marysville and the Tribes entered into the INTERLOCAL AGREEMENT FOR JAIL SERVICE recorded on December 8, 2004 recording #200412080520 with the Snohomish County Auditor; and,

WHEREAS, Marysville and the Tribes entered into the FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICE recorded on December 13, 2005 recording #200512130904 with the Snohomish County Auditor; and,

WHEREAS, Marysville and the Tribes entered into the SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICE amending "SCHEDULE A" which was signed by the City of Marysville on November 13, 2006. It is not clear if said Amendment was signed by the Tribes. However, the parties operated pursuant to the terms and conditions of the SECOND AMENDMENT - SCHEDULE A from January 1, 2007 through December 31, 2009 and do not dispute any jail services, rates, payments made or received for the period effective January 1, 2007 through December 31, 2009 ; and,

WHEREAS, Marysville and the Tribes desired to enter into a THIRD AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES. While this Amendment was prepared and circulated for execution, it has not been formally approved by the Marysville City Council or by the Tribes. However, the parties have operated pursuant to the terms and conditions of the THIRD AMENDMENT since January 1, 2010 to date; and,

WHEREAS, Marysville and the Tribes wish to authorize, confirm and ratify that the renewal period, past jail services, rates and payments between January 1, 2007 and to the effective date of this FOURTH AMENDMENT date are true, correct; and undisputed,

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 70.48.040 (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, Marysville and the Tribes 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 effective September 1, 2011; and,

WHEREAS, Marysville and the Tribes wish to adopt provisions regarding Paragraph 5 DURATION – RENEWAL renewing the AGREEMENT effective September 1, 2011 through December 31, 2015; and,

WHEREAS, Marysville and the Tribes agree to Amend Schedule “A” as adopted and attached to this FOURTH AMENDMENT and as set forth in Section 4 below;

WHEREAS, the Tulalip Tribes by the Tulalip Board of Directors on Sept. 30, 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 the Tribes mutually agree as follows:

Section 1. Ratification of Prior Written But Unsigned Amendments. The parties hereby authorize, confirm and ratify that the past Agreement renewals, jail services, rates and payments between January 1, 2007 and December 31, 2009 were true and correct and accurately reflect the agreement of the parties.

Section 2. Paragraph 3 ACCEPTANCE OF PRISONERS, Section b (3 b) of the Agreement shall be amended to read as follows Effective September 1, 2011:

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, Tribes will have the option of transporting their inmates to another facility or have Marysville transport with reimbursement by Tribes of Marysville's actual costs. Should transportation be required for Tribes inmates to appear in other than the Marysville Municipal Courts, transportation will be the responsibility of Tribes.

Section 3. Paragraph 5 DURATION – RENEWAL of the INTERLOCAL AGREEMENT FOR JAIL SERVICE recorded on December 8, 2004 is amended to read as follows Effective September 1 1, 2011:

5. DURATION – RENEWAL.

A. The initial term of this agreement shall commence October 1, 2004 and shall expire on December 31, 2006. 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. Tribes and the City confirm and agree to the shall have an option to renewal of this agreement for a two (2) year term commencing on January 1, 2007 and ending on December 31, 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 Six (5) year period of time commencing on September 1, 2011, and ending on December 31, 2015. 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 4. Schedule "A", is amended as adopted and attached to this agreement as follows:

Schedule "A" Effective September 1, 2011: 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; and

Schedule "A" Effective January 1, 2007 – December 31, 2009: Daily Maintenance fee is changed from \$50.00 to \$52.00; and,

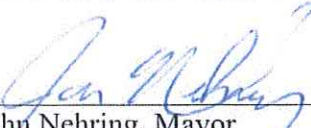
Section 5. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services and all Amendments thereto remain in place and shall be unchanged by this agreement.

Section 6. APPROVALS AND FILING. Each party shall approve this Agreement by motion, 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 recorded 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

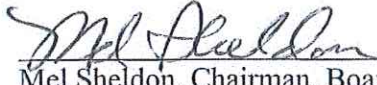
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 14th day of November 2011

CITY OF MARYSVILLE


TULALIP TRIBES OF WASHINGTON




John Nehring, Mayor
Dated: 11-14-11



Mel Sheldon, Chairman, Board of Directors
Dated: _____

Attest: 
April O'Brien, City Clerk

Approved as to form


Grant K. Weed, City Attorney


Janice E. Eus, Reservation Attorney

SCHEDULE A
Effective September 1, 2011

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 Tribes for such prisoner or defendant shall be adjusted by a credit in favor of the 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 Tribes 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 September 1, 2011 - increase to Booking and Daily Maintenance Fees.)

SCHEDULE A
Effective January 1, 2007 – December 31, 2009

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 Tribes for such prisoner or defendant shall be adjusted by a credit in favor of the Tribes 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 Tribes agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Daily maintenance fee \$52.00

*The Tribes agrees to contract for five (5) beds per day, 365 or 366 days per year at a rate of \$52.00 per day per bed.

THE TULALIP TRIBES
Resolution No. 2011-413

Marysville Jail Contract Interlocal Agreement

WHEREAS the Board of Directors is the governing body of the Tulalip Tribes under the Constitution and Bylaws Art. IV, Sec. 1.B. of the Tribes and approved by the United States Commissioner of Indian Affairs and the Secretary of the Interior on January 24, 1936, pursuant to the Act of June 18, 1934 (48 Stat. 984, 25 U.S.C. §476); and

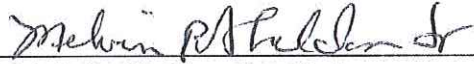
WHEREAS, pursuant to Art. VI. Section 1.L. the Board of Directors is authorized to promote the peace safety and morals of the Tulalip Reservation; and

WHEREAS, the Board has found that it is necessary to amend and update the Interlocal Agreement and jail contract with the City of Marysville.

NOW THEREFORE BE IT **RESOLVED**, by the Board of Directors of the Tulalip Tribes that Fourth Amendment to the Interlocal Agreement with the City of Marysville as attached, is approved and ratifying all prior amendments to the said Interlocal Agreement for Jail Services are ratified; and the Chairman may sign the agreement for the Tribes.

ADOPTED by the Board of Directors of the Tulalip Tribes of Washington at a regular meeting assembled on the 30 of September, 2011, with a quorum present, by a vote of 60 for and 0 against.

THE TULALIP TRIBES OF WASHINGTON



Melvin R. Sheldon, Jr., Chairman

ATTEST:



Marie Zackuse, Secretary

AFTER RECORDING RETURN TO:

City of Marysville
Chief Executive Officer
1049 State Street
Marysville, WA 98270

**Second Amendment
Amendment of Schedule "A" of Interlocal Agreements for
Jail Services
Changes per Bed per Day fee from \$50 to \$52
Effective January 1, 2007**

THIS AMENDMENT TO THE INTERLOCAL AGREEMENT FOR JAIL SERVICES is entered into between the City of Marysville (hereinafter CITY), a political subdivision of the State of Washington, and the Tulalip Tribes of Washington (hereinafter the TRIBES), 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 Board of Directors of the Tulalip Tribes of Washington as provided in Article VI of the Constitution and Bylaws of the Tribes, 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 Tribe entered into the INTERLOCAL AGREEMENT FOR JAIL SERVICE recorded on December 8, 2004 recording #200412080520 with the Snohomish County Auditor; and,

WHEREAS, the Tulalip Tribe by the Tulalip Board of Directors on

_____, authorized entry into this **SECOND AMENDMENT AMENDMENT**

OF SCHEDULE "A" OF INTERLOCAL AGREEMENTS FOR JAIL SERVICES;

and,

WHEREAS, while Marysville and the Tulalip Tribe have agreed to Amend Schedule A with a reserved 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 \$50.00 to \$52.00 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 and all Amendments thereto remain in place and shall be unchanged by this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 13th day of November 2006.

CITY OF MARYSVILLE

Dennis L Kendall

Dennis Kendall, Mayor

Dated: 11-13-06

TULALIP TRIBE OF WASHINGTON

Stan Jones Sr, Chairman, Board of Directors

Dated: _____

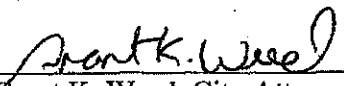
Attest: Lillie Lein

~~GERRY BECKER, City Clerk~~

Lillie Lein, Deputy Clerk

Approved as to form

/mv/lla.jail services - Tulalip second amend bed fees.schedule A 2007


Grant K. Weed, City Attorney

Michael Taylor, Reservation Attorney

SCHEDULE A
Effective January 1, 2007

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 City of Lake Stevens for such prisoner or defendant shall be adjusted by a credit in favor of the City Lake Stevens 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 \$52.00

*The Tribe agrees to contract for five (5) beds per day, 365 or 366 days per year at a rate of \$52.00 per day per bed.