

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 14, 2016

AGENDA ITEM: Renewal of Jail Services Contract with the City of Arlington	AGENDA SECTION:	
PREPARED BY: Rick Smith, Police Chief	AGENDA NUMBER:	
ATTACHMENTS: Tenth Amendment to Interlocal Agreement for Jail Services Ninth Amendment to Interlocal Agreement for Jail Services	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

Marysville Police Department requests the Marysville City Council approve the Tenth Amendment of Interlocal Agreement for Jail Services with the City of Arlington.

On November 23, 2015, Council passed the Ninth Amendment to the jail agreement. The City of Arlington requested some revisions be made to the agreement. Some of those revisions were included in the Tenth Amendment.

City Attorney, Jon Walker, reviewed the language contained in the contract and previously approved it as to form.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign the Tenth Amendment of Interlocal Agreements for Jail Services with the City of Arlington.

AFTER RECORDING RETURN TO:

City of Marysville
1049 State Street
Marysville, WA 98270

**Tenth Amendment of Interlocal Agreements for
Jail Services - Arlington
Section 5 Duration: Renewal 2014-2017 and
Amendment of Schedule "A":
2016 Booking Fee \$79.00
2017 Booking Fee \$115.00,
Transport Fee \$62.50 per trip each way,
Daily Maintenance Fee \$88.50,
Effective January 1, 2016**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Amendment") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF ARLINGTON ("Arlington").

WHEREAS, on August 1, 2002, Marysville and Arlington entered into an Interlocal Agreement for Jail Services hereafter referred to as the "Agreement" recorded on 11/6/02 with Snohomish County; and

WHEREAS, on December 15, 2005, Marysville and Arlington entered into the Fourth Amendment to Interlocal Agreement for Jail Services recorded on 02/09/2006 with Snohomish County, renewing the duration from January 1, 2006 through December 31, 2009; and

WHEREAS, on October 12, 2009, Marysville and Arlington entered into the Sixth Amendment to Interlocal Agreement for Jail Services renewing the duration from January 1, 2010 through December 31, 2013; and

WHEREAS, on September 7, 2011, Marysville and Arlington entered into the Seventh Amendment relating to 90 day facility;

WHEREAS, on December 9, 2013, Marysville and Arlington entered into the Eighth Amendment renewing the Agreement for an additional four year term from January 1, 2014 through December 31, 2017, and amending Schedule A; and

WHEREAS, on November 23, 2015, Marysville and Arlington entered into the Ninth Amendment, amending Schedule A;

WHEREAS Marysville and Arlington have agreed to Amend Schedule "A" as follows, Booking Fee from \$42.32 to \$79.00 in 2016 and to \$115.00 in 2017, Transportation Fee from \$42.32 to \$ 62.50 per trip, Daily Maintenance Fee from \$63.23 to \$88.50, number of beds from 8 beds per day to beds on a space available basis – Effective January 1, 2016 necessitating the amendment of the Agreement; and,

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

1. **Schedule A**, is as adopted and attached to this agreement as Schedule A and Amended as follows, Booking Fee from \$42.32 to \$79.00 for 2016 and increasing to \$115.00 on January 1, 2017, Transportation Fee from \$42.32 to \$62.50 per trip, Daily Maintenance Fee from \$63.23 to \$88.50, number of beds from 8 beds per day to beds on a space available basis – Effective January 1, 2016.

2. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services dated August 1, 2002 and all Amendments thereto shall remain in full force and effect unchanged. This Tenth Amendment to Interlocal Agreement for Jail Services shall be effective January 1, 2016.

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 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 16th day of February, 2016.

CITY OF ARLINGTON

CITY OF MARYSVILLE


By Barbara Tolbert
Barbara Tolbert, Mayor

By _____
Jon Nehring, Mayor

DATE: 2-16-16

DATE: _____

APPROVED as to form:

By 
Steven J. Peiffle, City Attorney

DATE: 2-22-16

APPROVED as to form:

By _____
Jon Walker, City Attorney

DATE: _____

Attest: 
Kristin Banfield, City Clerk

Attest: _____
April O'Brien, Deputy City Clerk

SCHEDULE A
Effective January 1, 2016

<u>Booking fee until December 31, 2016</u>	<u>\$79.00</u>
<u>Booking fee beginning January 1, 2017</u>	<u>\$115.00 **</u>

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 Arlington for such prisoner or defendant shall be adjusted by a credit in favor of the City of Arlington of that sum actually paid by the prisoner or defendant.

<u>Inmate transfer administrative fee</u>	<u>\$20.00</u>
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In cases where Arlington prisoners are relocated to another jail facility other than the Snohomish County jail, Arlington agrees to pay Marysville an Inmate Transfer Administrative Fee of \$20.00 per prisoner.

<u>Marysville Transportation Fee</u>	<u>\$62.50 per trip</u>
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Arlington agrees to pay Marysville a Transportation Fee of \$62.50 per prisoner for transportation to another facility or for transportation from another facility to the Marysville Municipal Court. For example: Transporting a prisoner from the Marysville Jail to the SCORE facility would be one trip. Transporting a prisoner from SCORE to the Marysville Municipal Court would be one trip. Transporting a prisoner from the Marysville Municipal Court back to SCORE would be one trip. The same examples would apply to transports to and from the Snohomish County Jail.

<u>Daily Maintenance Fee</u>	<u>\$88.50 **</u>
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Bed space as needed on a space available basis.

Snohomish County Jail Billings

Arlington gives Marysville the authority to receive and pay all Snohomish County Jail bills for the Arlington Prisoners including those cases that are associated with the County District Court and not Marysville Municipal Court and to coordinate and move Arlington Prisoners to and from Snohomish County Jail. Arlington will reimburse Marysville for said jail bills.

Other Jail Billings

Marysville will be reimbursed by Arlington for all costs including Jail booking and Jail Bed and Daily Maintenance Fees and any other fee charged to Marysville by all other jail facilities for Arlington Prisoners.

**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 2016 Seattle CPI-W index will set the amount of the January 1, 2017 increase to Booking and Daily Maintenance Fees.)

AFTER RECORDING RETURN TO:

City of Marysville
1049 State Street
Marysville, WA 98270

**Ninth Amendment of Interlocal Agreements for
Jail Services - Arlington
Section 5 Duration: Renewal 2014-2017 and
Amendment of Schedule "A":
Booking Fee \$115.00,
Transport Fee \$62.50 per trip each way,
Daily Maintenance Fee \$88.50,
Effective January 1, 2016**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Amendment") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF ARLINGTON ("Arlington").

WHEREAS, on August 1, 2002, Marysville and Arlington entered into an Interlocal Agreement for Jail Services hereafter referred to as the "Agreement" recorded on 11/6/02 with Snohomish County; and

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WHEREAS, on October 12, 2009, Marysville and Arlington entered into the Sixth Amendment to Interlocal Agreement for Jail Services renewing the duration from January 1, 2010 through December 31, 2013; and

WHEREAS, on September 7, 2011, Marysville and Arlington entered into the Seventh Amendment relating to 90 day facility;

WHEREAS, on December 9, 2013, Marysville and Arlington entered into the Eighth Amendment renewing the Agreement for an additional four year term from January 1, 2014 through December 31, 2017, and amending Schedule A; and

WHEREAS Marysville and Arlington have agreed to Amend Schedule "A" as follows, Booking Fee from \$42.32 to \$115.00, Transportation Fee from \$42.32 to \$ 62.50 per trip, Daily Maintenance Fee from \$63.23 to \$88.50, number of beds from 8 beds per day to beds on a space available basis – Effective January 1, 2016 necessitating the amendment of the Agreement; and,

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

1. **Schedule A**, is as adopted and attached to this agreement as Schedule A and Amended as follows, Booking Fee from \$42.32 to \$115.00, Transportation Fee from \$42.32 to \$62.50 per trip, Daily Maintenance Fee from \$63.23 to \$88.50, number of beds from 8 beds per day to beds on a space available basis – Effective January 1, 2016.

2. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services dated August 1, 2002 and all Amendments thereto shall remain in full force and effect unchanged. This Ninth Amendment to Interlocal Agreement for Jail Services shall be effective January 1, 2016.

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 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 _____, 2015.

CITY OF ARLINGTON

CITY OF MARYSVILLE

By _____
Barbara Tolbert, Mayor

By _____
Jon Nehring, Mayor

DATE: _____

DATE: _____

APPROVED as to form:

APPROVED as to form:

By _____
Steven J. Peiffle, City Attorney

By _____
Jon Walker, City Attorney

DATE: _____

DATE: _____

Attest: _____
_____, City Clerk

Attest: _____
April O'Brien, Deputy City Clerk

SCHEDULE A
Effective January 1, 2016

Booking fee \$115.00 **

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 Arlington for such prisoner or defendant shall be adjusted by a credit in favor of the City of Arlington of that sum actually paid by the prisoner or defendant.

Inmate transfer administrative fee \$20.00

In cases where Arlington prisoners are relocated to another jail facility other than the Snohomish County jail, Arlington agrees to pay Marysville an Inmate Transfer Administrative Fee of \$20.00 per prisoner.

Marysville Transportation Fee \$62.50 per trip

Arlington agrees to pay Marysville a Transportation Fee of \$62.50 per prisoner for transportation to another facility or for transportation from another facility to the Marysville Municipal Court. For example: Transporting a prisoner from the Marysville Jail to the SCORE facility would be one trip. Transporting a prisoner from SCORE to the Marysville Municipal Court would be one trip. Transporting a prisoner from the Marysville Municipal Court back to SCORE would be one trip. The same examples would apply to transports to and from the Snohomish County Jail.

Daily Maintenance Fee \$88.50 **

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