

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 Lake Stevens	AGENDA SECTION:	
PREPARED BY: Rick Smith, Police Chief	AGENDA NUMBER:	
ATTACHMENTS: Twelfth Amendment to Interlocal Agreement for Jail Services Eleventh Amendment to Interlocal Agreement for Jail Services	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

Marysville Police Department requests the Marysville City Council approve the Twelfth Amendment of Interlocal Agreement for Jail Services with the City of Lake Stevens.

On November 23, 2015, Council passed the Eleventh Amendment to the jail agreement. The City of Lake Stevens requested some revisions be made to the agreement. Some of those revisions were included in the twelfth 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 Twelfth Amendment of Interlocal Agreements for Jail Services with the City of Lake Stevens.

AFTER RECORDING RETURN TO:

City of Marysville
1049 State Avenue
Marysville, WA 98270

**Twelfth Amendment
Interlocal Agreement for Jail Services
Lake Stevens
Amendment of Schedule "A":
2016 Booking Fee \$79.00;
2017 Booking Fee \$115.00;
Transport Fee \$62.50 each way,
Daily Maintenance Fee \$88.50,
Effective January 1, 2016.**

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

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

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

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

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

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

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

WHEREAS, On November 13, 2006, the parties entered into the Fifth Amendment of Schedule "A" of Interlocal Agreement for Jail Services Changes per Bed per Day (Daily Maintenance) fee from \$50 to \$52 and Snohomish County Jail Billings fee from \$56 to \$58.45 Effective January 1, 2007; and

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

WHEREAS, On October 12, 2009, the parties entered into the Seventh Amendment and Amendment of Schedule A;

WHEREAS, On September 12, 2011, the parties entered into the Eighth Amendment relating to 90 day facility;

WHEREAS, On December 10, 2012, the parties entered into the Ninth Amendment Renewal from 2013 through 2016;

WHEREAS, on December 9, 2013, the parties entered into the Tenth Amendment and Amendment of Schedule A;

WHEREAS, on November 23, 2015, the parties entered into the Eleventh Amendment and Amendment of Schedule A;

WHEREAS Marysville and Lake Stevens 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 5 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 Lake Stevens 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 5 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 September 27, 1999 and all of the written amendments set forth above shall remain in full force and effect unchanged.

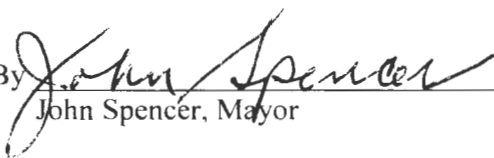
3. **APPROVALS AND FILING.** Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The

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 _____, 2016.

CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By 
John Spencer, Mayor

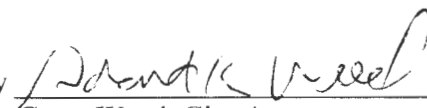
By _____
Jon Nehring, Mayor

DATE: 2-2-2016

DATE: _____

APPROVED as to form:

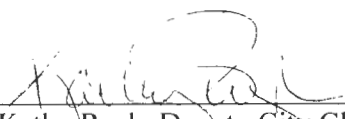
APPROVED as to form:

By 
Grant Weed, City Attorney

By _____
Jon Walker, City Attorney

DATE: 2-1-16

DATE: _____

Attest: 
Kathy Pugh, Deputy 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 Lake Stevens for such prisoner or defendant shall be adjusted by a credit in favor of the City of Lake Stevens 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 Lake Stevens prisoners are relocated to another jail facility other than the Snohomish County jail, Lake Stevens 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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Lake Stevens 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

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

Other Jail Billings

Marysville will be reimbursed by Lake Stevens 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 Lake Stevens 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 Avenue
Marysville, WA 98270

**Eleventh Amendment
Interlocal Agreement for Jail Services
Lake Stevens
Amendment of Schedule "A":
Booking Fee \$115.00;
Transport Fee \$62.50 each way,
Daily Maintenance Fee \$88.50,
Effective January 1, 2016.**

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

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

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

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

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

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

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

WHEREAS, On November 13, 2006, the parties entered into the Fifth Amendment of Schedule "A" of Interlocal Agreement for Jail Services Changes per Bed per Day (Daily Maintenance) fee from \$50 to \$52 and Snohomish County Jail Billings fee from \$56 to \$58.45 Effective January 1, 2007; and

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WHEREAS, On October 12, 2009, the parties entered into the Seventh Amendment and Amendment of Schedule A;

WHEREAS, On September 12, 2011, the parties entered into the Eighth Amendment relating to 90 day facility;

WHEREAS, On December 10, 2012, the parties entered into the Ninth Amendment Renewal from 2013 through 2016;

WHEREAS, on December 9, 2013, the parties entered into the Tenth Amendment and Amendment of Schedule A;

WHEREAS Marysville and Lake Stevens 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 5 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 Lake Stevens 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 5 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 September 27, 1999 and all of the written amendments set forth above shall remain in full force and effect unchanged.

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 LAKE STEVENS

CITY OF MARYSVILLE

By _____
Vern Little, Mayor

By _____
Jon Nehring, Mayor

DATE: _____

DATE: _____

APPROVED as to form:

APPROVED as to form:

By _____
Grant Weed, 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 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 \$20.00

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Daily maintenance fee \$88.50 **

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