

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 12, 2019

AGENDA ITEM: Lake Stevens Jail Services Agreement Renewal	AGENDA SECTION:	
PREPARED BY: Wendy Wade, Support Services Commander	AGENDA NUMBER:	
ATTACHMENTS: Lake Stevens 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, 2020 to December 31 2021. The changes to the contract are;

Booking Fee	from \$120.53 to \$123.24
Daily fee per inmate	from \$92.75 to \$94.84
Transportation fee (each transport)	from \$63.06 to \$64.84

This increase is reflective of 2.25% increase.

An additional Video Court Fee of \$58.00 per inmate per hearing has also been added to the agreement. In the past Marysville Jail absorbed the cost of equipment and officer salary for video court, but with a new court ruling, inmates are no longer allowed to be routinely hand cuffed for video court proceedings. This has increased the need for staffing during video court proceedings.

Video Court fee	\$58.00
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Lake Stevens agrees to pay Marysville a Video Court fee of \$58.00 per prisoner for each court appearance by video. Marysville in its discretion or upon request by Lake Stevens may cause a Lake Stevens inmate to appear for court hearings via the Marysville video court system. The use of video for court hearings will conform to procedures and rules of the Marysville Jail and the Marysville Municipal Court.

City Attorney, John Walker, 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 Lake Stevens agreement for jail services.

AFTER RECORDING RETURN TO:

City of Marysville
1049 State Avenue
Marysville, WA 98270

**Fourteenth Amendment
Interlocal Agreement for Jail Services
Lake Stevens
Effective January 1, 2020.**

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, the parties have amended the Agreement from time to time to reflect current costs and services; and

WHEREAS Marysville and Lake Stevens have agreed to Amend Schedule "A" as follows, Booking Fee from \$120.53 to \$123.24, Transportation Fee from \$63.06 per trip to \$64.84 per trip, Daily Maintenance Fee from \$92.75 to \$94.84, and imposing a video court fee of \$58.00 per appearance – Effective January 1, 2020, necessitating the amendment of the Agreement.

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 adopted and attached to this agreement and Amended as follows, Booking Fee from \$120.53 to \$123.24, Transportation Fee from \$63.06 per trip to \$64.84 per trip, Daily Maintenance Fee from \$92.75 to \$94.84, and imposing a video court fee of \$58.00 per appearance – Effective January 1, 2020.

2. **Section 5, Duration.** This agreement shall commence on January 1, 2020, and end on December 31, 2021.

3. 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.

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 _____ day of _____, 2019.

CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By _____
John Spencer, Mayor

By _____
Jon Nehring, Mayor

DATE: _____

DATE: _____

APPROVED as to form:

APPROVED as to form:

By _____
_____, City Attorney

By _____
Jon Walker, City Attorney

DATE: _____

DATE: _____

Attest: _____
_____, City Clerk

Attest: _____
Tina Brock, Deputy City Clerk

SCHEDULE A

Effective January 1, 2020

Booking fee beginning January 1, 2020 \$123.24 **

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

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.

Marysville Transportation Fee \$64.84 per trip

Lake Stevens agrees to pay Marysville a Transportation Fee of \$64.84 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 \$94.84 **

Bed space as needed on a space available basis.

Video Court fee \$58.00

Lake Stevens agrees to pay Marysville a Video Court fee of \$58.00 per prisoner for each court appearance by video. Marysville in its discretion or upon request by Lake Stevens may cause a Lake Stevens inmate to appear for court hearings via the Marysville video court system. The use of video for court hearings will conform to procedures and rules of the Marysville Jail and the Marysville Municipal Court.

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 2020 Seattle CPI-W index will set the amount of the January 1, 2021 increase to Booking and Daily Maintenance Fees.)