

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 14, 2020

AGENDA ITEM: Renewal of Agreement for Prisoner Transport with Whatcom County	AGENDA SECTION:	
PREPARED BY: Commander Wendy Wade	AGENDA NUMBER:	
ATTACHMENTS: Interlocal Cooperative Agreement between City of Marysville and Whatcom County	APPROVED BY:	
	MAYOR	CAO
BUDGET CODE:	AMOUNT: \$42,872.00	

Whatcom County Co-op Transport makes daily trips from Whatcom County to the Kent Regional Justice Center and other jail facilities along the I-5 corridor daily.

The Co-op will drop off and pick up inmates with warrants for transport with agencies that pay into the Co-op program.

Marysville will be paying for inmates that we have confirmed a warrant and want them transported to our facility.

Before the Whatcom County Co-Op all Marysville warrants picked up in the state would automatically be transferred to Snohomish County Jail, where we would then pay a booking fee and at least one daily bed fee, even if we were able to go them on the same day. Snohomish County Transport would not transport them to Marysville. By utilizing the Whatcom County Co-op, we will no longer need to pay Snohomish County Jail booking fees and daily rate fees for those inmates. The Whatcom County Co-op transports Marysville inmates directly to the Marysville facility bypassing Snohomish County.

Additionally by utilizing Whatcom Co. Co-op, we have reduced the amount of time a Marysville Custody Officer must leave our facility to transport, which depending on the time of day, might have left the jail staff short.

The compensation is calculated on the anticipated percentage of usage by the City of Marysville of the total cost of the Northwest Mini-Chain.

The 2020 ILA annual compensation was \$37,006.00, however due to Covid-19 restrictions the compensations was adjusted to \$25, 626.00

Annual Compensation: \$42,872.00 (This is an increase of \$5,866 from 2020)

Quarterly Invoices:

March 31, 2021	\$10,718.00
June 30, 2021	\$10,718.00
September 30, 2021	\$10,718.00
December 31, 2021	\$10,718.00

City Attorney, Jon 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 Interlocal Cooperative Agreement with Whatcom County for jail prisoner transports.

COUNCIL ACTION:

**INTERLOCAL COOPERATIVE AGREEMENT
NORTHWEST MINICHAIN WITH THE CITY OF MARYSVILLE**

THIS AGREEMENT is made and entered into by and between the City of Marysville, Washington ("The City of Marysville") and Whatcom County, Washington ("Whatcom County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE:

The purpose of this Agreement is to provide transportation services of prisoners for The City of Marysville for a period beginning on the First day of January, 2021 and ending on the Thirty-first day of December, 2021. The City of Marysville and Whatcom County agree to the terms and conditions incorporated herein.

2. RESPONSIBILITIES:

Prior to signing this Agreement, the City of Marysville has determined that there exists a public need for the services to be provided hereunder, and that it is appropriate that public funds be expended to meet this need.

The City of Marysville acknowledges Whatcom County's operational control of its jail facilities and agrees that prisoners transported on the Northwest Mini-Chain bus by Whatcom County will be subject to Whatcom County Jail policies and procedures.

Whatcom County covenants to perform the following transportation services:

- a) To pick up inmates from any Northwest Mini-Chain contracted city or county jail along the I-5 corridor, with King County Jail – Regional Justice Center being the southernmost point for the City of Marysville.
- b) The City of Marysville will ensure that its inmates are ready to be transported upon Whatcom County's arrival for pickup. Whatcom County will transport the City of Marysville's inmates south to Snohomish County and/or King County and northbound to Skagit and Whatcom Counties. Whatcom County will also pick up from Mini Chain participating agencies and transport to the City of Marysville.
- c) Provide driver and vehicle to accomplish above transportation services. Schedules will be set up in advance by telephone.
- d) The transport system will run 5 days a week, except for holidays, when the larger statewide cooperative transport system is not running, or due to weather events that make it unsafe for travel.

3. TERM OF AGREEMENT:

The term of this Agreement shall be from January 1, 2021 through December 31, 2021, regardless of date of signature.

The term of this Agreement shall be subject to review and revision in November of 2021 for renewal in January 2022.

4. **MANNER OF FINANCING:**

Funds for the payments of services to be rendered under this Agreement have been budgeted, allocated and are available for this purpose. This Agreement shall not obligate the City of Marysville in excess of the balance of funds available for this purpose, nor shall it obligate Whatcom County to perform services which are not budgeted. The source of funds is the City of Marysville's budget.

Whatcom County shall provide The City of Marysville with an invoice for services rendered on a quarterly basis. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

This compensation is calculated on the anticipated percentage of usage by The City of Marysville of the total cost of the Northwest Mini-Chain Transport System, and as such will not require a quarterly breakdown of actual transports.

Annual Compensation: \$42,872.00

Quarterly Invoices:

March 31, 2021	\$10,718.00
June 30, 2021	\$10,718.00
September 30, 2021	\$10,718.00
December 31, 2021	\$10,718.00

5. **ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under or greater than this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

- 5.1 Whatcom County's representatives shall be the County Executive Satpal Sidhu and Sheriff Bill Elfo
- 5.2 The City of Marysville's representative shall be Commander Wendy Wade.

6. **TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. **MUTUAL INDEMNITY:** To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other Party.

In the event of any concurrent act or omission of the parties, negligent or otherwise, each party shall pay its proportionate share of any damages awarded based upon comparative liability. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

SURVIVAL OF INDEMNITY OBLIGATIONS: The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

8. **TERMINATION:** Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. The Sheriff, or his designee, in their sole discretion, may provide immediate notice to terminate this Agreement or amend the scope of services in this Agreement for reasons including, but not limited to, public safety, safety or health concerns by continuing to provide the service, inability to provide services, necessity, or public convenience, and said notice will be without any consequence or liability against the County or WCSO, employees, officials, agents, or volunteers. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10. **SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

12. **ARBITRATION:** This Agreement shall be governed by Laws of the State of Washington. Unless otherwise agreed by the parties hereto, any controversy or claim arising out of or relating to this Agreement that remains unresolved after negotiation shall be settled by binding arbitration before an agreed upon arbitrator in accordance with the applicable American Arbitration Association (AAA) rules in effect on the date hereof. Each Party shall pay all their own costs, fees and expenses of arbitration but share equally in the Arbitrator's fees and costs.

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