

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:**

|   |                           |
|---|---------------------------|
| <b>AGENDA ITEM:</b>   |                           |
| Contract Extension Jail Services Lake Steven police Department                          |                           |
| <b>PREPARED BY:</b>   | <b>DIRECTOR APPROVAL:</b> |
| Cmdr. Mark Thomas   |                           |
| <b>DEPARTMENT:</b>  |                           |
| Police – Jail   |                           |
| <b>ATTACHMENTS:</b>   |                           |
| Interlocal Agreement for Inmate Housing at Marysville jail facility for Lake Stevens PD |                           |
| <b>BUDGET CODE:</b>   | <b>AMOUNT:</b>            |
| Revenue code: 00108 342.323601  | Varies                    |
| <b>SUMMARY:</b>   |                           |

Since 1999 the Marysville Police Department and the Marysville jail has had an Interlocal Agreement with the Lake Stevens Police Department for housing inmates associated with a misdemeanor arrest and detention by Lake Stevens police officers.

This extension would represent the 15<sup>th</sup> extension of the original contract.

The current ILA expires December 31<sup>st</sup>, 2021. We are proposing entering into a six month extension of the current ILA, with no language or rate changes, with Lake Stevens that would go through June 30, 2022.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor or sign and execute; The Interlocal Agreement for Inmate Housing for the Lake Stevens Police Department.

**RECOMMENDED MOTION:**

I move to authorize the Mayor to sign and execute ILA with Lake Stevens for Jail Services.

**AFTER RECORDING RETURN TO:**

City of Marysville  
1049 State Avenue  
Marysville, WA 98270

**Fifteenth Amendment  
Interlocal Agreement for Jail Services  
Lake Stevens  
Effective January 1, 2022.**

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, the current Agreement ends on December 31, 2021, and the parties wish to extend the end date to June 30, 2022.

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

1. **Section 5, Duration.** This agreement shall commence on January 1, 2022, and end on June 30, 2022.
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 \_\_\_\_\_, 2021.

CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By \_\_\_\_\_  
Brett Gailey, 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: \_\_\_\_\_  
\_\_\_\_\_, 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.)