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AFTER RECORDING RETURN TO:

11/06/2002 02:11 PM Snohomish
P.0010 RECORDED County

CITY OF MARYSVILLE
4822 GROVE ST.
MARYSVILLE, WA 98270

ORIGINAL

**INTERLOCAL AGREEMENT
FOR JAIL SERVICES**

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

WHEREAS, Chapters 39.34 and 70.48 RCW authorize cities to enter into contracts for jail services that specify the responsibilities of each party; and

WHEREAS, Marysville has a jail facility, and Arlington desires to enter into this agreement to utilize Marysville's jail facility and the terms and conditions of this agreement;

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

1. **DEFINITIONS.** Unless the context clearly shows another usage is intended, the following terms shall have the following meanings in this agreement:

a. **Marysville Jail** means a place owned and operated by Marysville primarily designed, staffed and used for the housing of adults charged with a criminal offense; for the punishment and correction of offenders after conviction of a criminal offense; or for confinement and/or holding during a criminal investigation, or a civil detention to enforce a court order. As of the date of the execution of this agreement, this jail is located at 1635 Grove, Marysville, Washington.

b. **Arlington prisoner** means a person arrested by Arlington Police and held and confined in the Marysville Jail (either pre- or post-trial) pursuant to a violation of a Arlington ordinance or a violation of state law which designates the crime for which the person is held to be a misdemeanor or gross misdemeanor. The term **Arlington prisoner** shall not include a person arrested for a felony offense by Arlington Police, a person arrested on a warrant issued by another jurisdiction or for charges initiated by a non-Arlington Police officer, or a person charged by the County Prosecutor with a felony or an attempt to commit a felony, even if there is a plea to or a conviction of a lesser offense. An Arlington prisoner shall not include juveniles.

2. **JAIL AND HEALTH SERVICES.**

a. For prisoners accepted under this Agreement, Marysville shall accept Arlington prisoners and furnish jail facilities, booking, custodial services, and personnel for the confinement of Arlington prisoners equal to those Marysville provides for the confinement of its own prisoners. Medical costs for emergency or necessary health care for Arlington prisoners shall be the responsibility of Arlington. In the event an inmate is transported to the hospital, the hospital shall be directed to bill Arlington directly. With respect to inmate prescriptions, Arlington agrees to utilize the same pharmacies as Marysville, and Arlington shall be billed directly for its inmates' prescriptions. Arlington retains the option to contract with medical providers to provide medical service to Arlington prisoners. Marysville shall notify Arlington prior to outside medical care being provided for a Arlington prisoner; provided, however, that when emergency medical care is required in life-threatening circumstances, the notification may occur as soon as practicable, which may be after emergency medical care has been provided.

b. While Marysville will have the primary responsibility for transporting prisoners to the Snohomish County Jail and to medical care providers during the initial six months of this agreement, Marysville may request Arlington to provide the transport of prisoners when Marysville Jail and police staff are unavailable. The rate and payment amount set forth in **Schedule A** shall include the cost of transport of Arlington prisoners.

3. **ACCEPTANCE OF PRISONERS.**

a. Arlington understands that Marysville will accept prisoners on a nonexclusive basis under this Agreement. The acceptance of prisoners is subject to space being available. Marysville will endeavor to provide five beds for Arlington prisoners and may at Marysville's discretion provide more beds if available. Marysville reserves the right to reserve space in the jail for its anticipated prisoner needs and may require the removal of Arlington prisoners

to accommodate Marysville prisoners. If Arlington prisoners are to be displaced and must be removed from the jail, Marysville agrees to provide Arlington with notice in writing that the Arlington prisoner must be removed.

b. Prisoners may not be incarcerated in the Marysville Jail longer than thirty (30) days or contrary to any federal or state statutes or regulations or constitutional requirements for the Marysville Jail. Should an inmate serve his/her 30-day sentence in the Marysville Jail and still have additional days of jail time, Arlington will have the option of transporting their inmates to another facility or have Marysville transport with reimbursement by Arlington of Marysville's actual costs. Should transportation be required for Arlington inmates to appear in other than the Marysville Municipal Courts, transportation will be the responsibility of Arlington.

c. Arlington agrees that if any Arlington prisoner is deemed out of control or dangerous by the personnel at the Marysville Jail, on eight (8) hours' notice from Marysville to Arlington, Arlington shall make arrangements to remove and transport to another facility. Marysville may also refuse to book any persons who are suspected to be an extreme danger to themselves or to other inmates. In cases where an Arlington prisoner has obvious medical needs, Arlington shall transport such prisoner to a medical facility for treatment prior to being booked into Marysville's Jail. In all cases, Arlington officers will remain at the Marysville Jail until the prisoner is accepted by the Marysville custody staff.

4. **RATE AND PAYMENT.** Arlington shall pay Marysville at a rate per prisoner on a 24-hour basis (or portion of 24 hours) set out in **Schedule A** attached hereto. Said rates shall be adjusted from time to time by mutual agreement in advance of the renewal of any term of this agreement as provided in Section 6. Arlington shall be responsible for all costs for the transport of its prisoners.

a. Payment shall be made promptly by Arlington to Marysville within thirty (30) days after a monthly statement is submitted by Marysville to Arlington.

b. Each party may examine the other's books and records to verify charges. If an examination reveals an improper charge, an adjustment shall be applied to the next month's statement, or if the agreement has terminated, by an appropriate payment from one to the other. The parties agree to meet at least once each year to examine and verify charges for the previous year. The parties shall enter into a written agreement verifying and reconciling charges for the previous year and closing the books on an annual basis.

c. Should the prisoner be sentenced to pay a portion of the daily rate, that amount will be deducted from the full daily rate.

5. **DURATION.** The initial term of this agreement shall commence upon execution by both parties and shall expire on December 31, 2002. Arlington shall have an option to renew this agreement for a three-year term commencing on January 1, 2003 and ending on December 31, 2005, and a second renewal for a four-year term, commencing on January 1, 2006 and ending on December 31, 2009. Said renewals shall be subject only to mutual agreement of the parties with the rate and payment set forth in **Schedule A**.

6. **RECORD KEEPING (BOOKING).** Marysville agrees to maintain a system of record keeping relative to the booking and confinement of each Arlington prisoner in such style and manner as equivalent to Marysville's records pertaining to its own prisoners. Such records shall include, but not be limited to, the following information: defendant's name, charge, booking date, release date, and manner of release (i.e., personal recognizance, bond, cash bail). Along with monthly billing statements, Marysville shall submit to Arlington or its authorized representatives copies of said records.

7. **BOOKING PROCEDURE.** Prisoners will be booked by Marysville according to procedures and policies of Marysville by completing for each such prisoner an appropriate booking sheet with a copy to be provided to Arlington, if requested. Personal property will be held by Marysville in the same manner as for its own prisoners.

8. **RELEASE OF ARLINGTON PRISONERS FROM MARYSVILLE JAIL.** No Arlington prisoner confined in the Marysville jail subject to this Agreement shall be released except:

- a. When requested by a member of Arlington Police Department;
- b. In compliance with orders of the court in those matters in which the courts have jurisdiction;
- c. For appearance in court;
- d. For interviews by Arlington Police or attorneys;
- e. If the prisoner has served his or her sentence or the charge pending against the prisoner has been dismissed; or
- f. As determined by the Marysville Chief of Police or his designee as part of a plan to reduce prisoner population as a result of facility overcrowding; PROVIDED, however, Arlington prisoners shall be released or relocated to a mutually agreed upon facility on a "first in first out" basis.

g. Where in the discretion of the custody/patrol supervisor or jail administrator such release is warranted, Marysville shall notify Arlington Police of such event as soon as possible.

9. **ALTERNATIVE/PARTIAL CONFINEMENT.** Arlington prisoners shall be considered for Marysville's alternative and partial confinement programs on an equal basis with Marysville prisoners and subject to the same rules and regulations, as well as potential sanctions, for program rule violations. Arlington shall have access to all alternative sentencing options which are available now and which may become available in the future. Prisoner participation in such programs may be limited to an operational capacity as identified by Marysville. Alternative and partial confinement programs shall include, but not be limited to, work release and work crew. It is understood by the parties that the term "alternative confinement program" shall include electronic home monitoring.

10. **ACCESS TO ARLINGTON PRISONERS.** All Arlington Police officers, investigators, interpreters, mental health professionals, the prosecuting attorney and the prisoner's counselor or assigned counsel shall have the right to interview the prisoner inside the confines of the Marysville Jail, subject only to necessary security rules. Interview rooms will be made available to Arlington Police and others in equal priority with those made available for Marysville prisoners.

11. **OPERATION OF JAIL.** Marysville agrees to operate the jail to current professional standards and practices in accordance with all state and federal standards, whether set by constitution, statute or regulation. Arlington shall receive equal treatment to that supplied to Marysville's own prisoners.

12. **INDEMNIFICATION.**

a. Except as otherwise provided in 12(c), Arlington agrees to defend, indemnify and hold harmless Marysville and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever by reason of or arising out of any act or omission of Arlington, its officers, agents and employees, or any of them in arresting, detaining, charging or transporting prisoners. In the event that any suit based upon such a claim, action, loss or damage is brought against Marysville, Arlington shall defend the same at its sole cost and expense; provided, that Marysville retains the right to participate in said suit if any principle of governmental or public law is involved; and if a final judgment is rendered against Marysville, its officers, agents, employees or any of them or jointly against Marysville and Arlington and their respective officers, agents and employees or any of them, Arlington shall satisfy and discharge the same.

b. Except as otherwise provided in 12(c), Marysville shall defend, indemnify and hold harmless Arlington and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever by reason of or arising out of any act or omission of Marysville, its officers, agents and employees, or any of them in confining or releasing persons who have been presented to and accepted by the Marysville Jail by Arlington, its officers, agents and employees while said persons are in the Jail or in the custody of Marysville outside the Jail, except to the extent said claim, action, loss or damage is the result of the negligence of Arlington. In the event that any suit based upon such a claim, action, loss or damage is brought against Arlington, Marysville shall defend the same at its sole cost and expense, provided that Arlington retains the right to participate in said suit if any principle of governmental or public law is involved, and if a final judgment is rendered against Arlington, its officers, agents and employees or any of them, or jointly against Arlington and Marysville and their respective officers, agents and employees or any of them, Marysville shall satisfy and discharge the same.

c. In the event of the concurrent negligence of the parties, each party shall be responsible for payment of any claim or judgment in proportion to the percentage fault attributed to that party.

d. The indemnities provided for in this paragraph 12 shall apply to all legal costs and attorneys' fees incurred by the party indemnified. In any action to enforce the indemnities provided for in this paragraph, the prevailing party shall be entitled to recovery of costs and attorneys' fees for the enforcement of these indemnities.

13. **INSURANCE.** At the date of entering into this agreement, Arlington and Marysville are each members of the Washington Cities Insurance Authority (WCIA). So long as each city is a member of the WCIA, it agrees to abide by the WCIA compact and all other applicable rules, regulations and requirements that are necessary to keep each city as a member in good standing. In the event either party to this agreement ceases to be a member of WCIA, the parties shall renegotiate the insurance provisions of this agreement with the intent being the provision of insurance which adequately covers the nature of the risks associated with each party's responsibilities under this agreement.

14. **TERMINATION OF AGREEMENT.** Arlington shall provide written notice of its intent to terminate this agreement without cause not less than 180 days prior to expiration of this agreement. Marysville shall provide written notice of its intent to terminate this agreement not less than one hundred eighty (180) days prior to expiration of this agreement (or any renewal thereof). In the event of termination of this agreement (or any extension thereof), the parties will work cooperatively to ensure the orderly transition of defendants from Marysville jail to the new facility.

15. **DISPUTE RESOLUTION.**

a. The Police Chiefs for each city and appropriate staff shall meet quarterly to discuss any pending issues and to resolve disputes, if any.

b. It is the parties' intent to resolve any disputes relating to the interpretation or application of this agreement informally through discussions at the staff level as described in paragraph 15(a) above. In the event disputes cannot be resolved informally, resolution shall be sought by the City Administrators. If the City Administrators reach no resolution within thirty (30) days, the parties agree to submit the dispute to nonbinding mediation/dispute resolution.

16. **WAIVER.** No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any one or several occasions does not constitute consent to or waiver of any later nonperformance.

17. **ASSIGNMENT.** Neither this Agreement nor any interest herein or claim hereunder shall be assigned or transferred, in whole or in part, by either Marysville or Arlington to any other person or entity without the prior written consent of the other party. In the event that such prior written consent to an assignment is granted, the assignee shall assume all duties, obligations and liabilities of its assignor stated in this Agreement.

18. **INDEPENDENT CONTRACTOR.** Each party to this agreement is an independent contractor with respect to the subject matter herein. Nothing in this agreement shall make any employee of Marysville an employee of Arlington, and vice versa, for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges according to either city's employee by virtue of their employment. At all times pertinent hereto, employees of Marysville are acting as Marysville employees and employees of Arlington are acting as Arlington employees.

19. **PARTIAL INVALIDITY.** Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect.

20. **ASSIGNABILITY.** The rights, duties and obligations of either party to this agreement may not be assigned to any third party without the prior

written consent of the other party, which consent shall not be unreasonably withheld.

21. **NO THIRD-PARTY RIGHTS.** Except as expressly provided herein, nothing in this agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.

22. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.

23. **SEVERABILITY.** If any portion of this Agreement is changed per mutual agreement, or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

24. **INTEGRATION.** This written Agreement constitutes the complete and final agreement between Marysville and Arlington. There are no other oral or written agreements between the parties as to the subjects covered by this Agreement. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

25. **NOTICES AND ADMINISTRATOR.** Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

TO CITY OF ARLINGTON:

City Administrator
238 North Olympic Ave.
Arlington, WA 98223

TO CITY OF MARYSVILLE:

Chief Administrative Officer
4822 Grove Street
Marysville, WA 98270

The Marysville Chief of Police shall serve as Marysville's administrator or responsible official for this Agreement. The Chief of Police for Arlington shall

serve as Arlington's administrator or responsible official for this Agreement.

26. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington as they now read or are hereafter amended.

27. **APPROVAL 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 pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 15th day of August, 2002.

CITY OF ARLINGTON

CITY OF MARYSVILLE

By 
ROBERT KRASKI, Mayor

By 
DAVE WEISER, Mayor

DATE: 8-27-02

DATE: 7-22-02

APPROVED as to form:

APPROVED as to form:


STEVE J. PEIFFLE, City Attorney


GRANT K. WEED, City Attorney

DATE: 8-27-02

DATE: 7-22-02

SCHEDULE A

Booking fee	\$32.30
Daily maintenance fee	\$51.68



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AFTER RECORDING RETURN TO:

City of Marysville
1049 State Street
Marysville, WA 98270

**Sixth Amendment of Interlocal Agreements for
Jail Services – Arlington
Section 5 Duration: Renewal 2010 – 2013 and
Amendment of Schedule “A”:
Booking Fee from \$32 to \$40,
Inmate Transfer administrative fee from \$10.00 to \$20.00,
Daily Maintenance Fee from \$52.00 to \$60.00 (8 Beds per day),
Transportation Fee (new in 2010) \$40.00 per trip,
and a yearly COLA increase up to 2.25%
on Booking Fees and Daily Maintenance Fees.
Effective January 1, 2010**

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 Forth 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

WHEREAS, Marysville and Arlington wish to renew the Agreement for an additional four year term from January 1, 2010 through December 31, 2013 ; and

WHEREAS, Marysville and Arlington have agreed to Amend **Schedule “A”** as follows, Booking Fee from \$32 to \$40, Inmate Transfer administrative fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$62.00, (8 Beds per day), Transportation Fee (new in 2010) \$40.00 per trip, with a COLA up to 2.25% increase per year on Booking fees and Daily Maintenance Fees - Effective January 1, 2010 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. **Paragraph 5 DURATION** of the Agreement shall be amended to read as follows:

"The parties agree to renew this Agreement for an additional four-year term from January 1, 2010 to December 31, 2013. The parties may negotiate additional renewal periods."

2. **Schedule "A"** is amended as follows, Booking Fee from \$32 to \$40, Inmate Transfer administrative fee from \$10.00 to \$20.00, Daily Maintenance Fee from \$52.00 to \$60.00, (8 Beds per day), Transportation Fee (new in 2010) \$40.00 per trip, with a COLA up to 2.25% increase per year on Booking fees and Daily Maintenance Fees - Effective January 1, 2010 as adopted and attached to this agreement as **Schedule A**.

3. 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 Sixth Amendment to Interlocal Agreement For Jail Services shall be effective January 1, 2010.

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 pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 12th day of October, 2009.

CITY OF ARLINGTON

CITY OF MARYSVILLE

By Margaret Larson
MARGARET LARSON, Mayor

By Dennis L. Kendall
DENNIS L. KENDALL, Mayor

DATE: 11/3/09
APPROVED as to form:

DATE: 10/12/09
APPROVED as to form:

[Signature]
STEVEN J. PLIFFLE, City Attorney

[Signature]
GRANT K. WEED, City Attorney

DATE: 11/23/09

Attest:

Kristin Banfield
Kristin Banfield, City Clerk

DATE: 10/12/09

Attest:

April O'Brien
Tracy Jeffries, City Clerk
April O'Brien Deputy

SCHEDULE A
Effective January 1, 2010

Booking fee \$40.00 **

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 (new in 2010) \$40.00 per trip

Arlington agrees to pay Marysville a Transportation Fee of \$40.00 per prisoner for roundtrip transportation from Snohomish County jail to all court proceedings.

Daily Maintenance Fee \$60.00 **

Arlington agrees to contract for eight (8) beds per day, 365 or 366 at a rate of \$60.00 per bed per day.

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 2010 Seattle CPI-W index will set the amount of the January 1, 2011 increase to Booking and Daily Maintenance Fees.)