



MARYSVILLE POLICE DEPARTMENT

Richard L. Smith, Chief of Police



August 9, 2011

Chief Nelson Beazley
Arlington Police Department
110 E. Third Street
Arlington, WA 98223

Dear Chief,

I am writing to inform you that as of May 24, 2011 Marysville changed from a thirty day Holding Facility to a ninety day from sentencing, Detention Facility. This enables Marysville to house your inmates for extended periods prior to sentencing and ninety days after sentencing. To be able to hold your inmates longer than thirty days I will have an amendment of the Interlocal Agreement for Jail Services prepared.

Additionally, per the current Interlocal Agreement language the costs for Booking and Daily Maintenance Fees will increase by 2.25% January 1, 2012. This is based on the Consumer Price Index, W (CPI-W) for June of the current year. This year the CPI-W was 3.7%. Last year there was no increase to either the Booking or Daily Maintenance Fees.

It has been a pleasure working with you and your organization. I hope that we can continue to enjoy a mutual beneficial partnership. The City of Marysville looks forward to providing quality service to you agency and jurisdiction. If there is anything I can do for you please let me know. I will be sending you a copy of the agreement for your review. If you have any questions, feel free to contact me at (360) 363-8313.

Respectfully,

A handwritten signature in black ink, appearing to read "R. Krusey".

Ralph Krusey, Commander
Marysville Police Department

AFTER RECORDING RETURN TO:

City of Marysville
1049 State Street
Marysville, WA 98270

**Seventh Amendment of Interlocal Agreements for
Jail Services – Arlington
Amending Paragraph 3 Section b (3 b)
Relating to 90 days Detention Facility Limits
Effective May 24, 2011**

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, the City of Marysville adopted Ordinance 2859, effective May 23, 2011, amending Marysville Municipal Code Chapter 2.45 relating to Jail/Detention Facilities; a "Detention Facility" being a 90 jail day facility by definition pursuant to RCW 70.48.020 (4).

RCW 70.48.040 (4) "Detention facility" means a facility operated by a governing unit primarily designed, staffed, and used for the temporary housing of adult persons charged with a criminal offense prior to trial or sentencing and for the housing of adult persons for purposes of punishment and correction after sentencing or persons serving terms not to exceed ninety days.

WHEREAS, the parties wish to amend Paragraph 3 Section b (3 b) of the Interlocal Agreement for Jail Services to utilize the 90 day facility limit instead of the 30 day limit.

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

1. **Paragraph 3 ACCEPTANCE OF PRISONERS, Section b (3 b)** of the Agreement shall be amended to read as follows

b. Prisoners may not be incarcerated in the Marysville Jail longer than ~~thirty~~ (30) ninety (90) days or contrary to any federal or state statutes or regulations or constitutional requirements for the Marysville Jail. Should an inmate serve his/her

30-90 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.

2. 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 Seventh Amendment to Interlocal Agreement For Jail Services shall be effective May 24, 2011.

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 _____, 2011.

CITY OF ARLINGTON

CITY OF MARYSVILLE

By _____
MARGARET LARSON, Mayor

By _____
JOHN NEHRING, Mayor

DATE: _____
APPROVED as to form:

DATE: _____
APPROVED as to form:

STEVEN J. PEIFFLE, City Attorney

GRANT K. WEED, City Attorney

DATE: _____
Attest:

DATE: _____
Attest:

, City Clerk

April O'Brien, Deputy City Clerk