

**AFTER RECORDING RETURN TO:**

City of Marysville  
1049 State Avenue  
Marysville, WA 98270

**Seventh Amendment  
Interlocal Agreement for Jail Services  
Lake Stevens;  
Revising the Notice Period for Termination; 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,  
(Bed space increased from 3 to 5 daily beds) and  
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 ("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, on December 10, 2001 Marysville and Lake Stevens entered into a First Amendment to the Agreement for the purpose of extending the term of the same and for the adoption of a revised Schedule A Booking Fee and Daily Maintenance Fee; and

WHEREAS, on April 28, 2003 Marysville and Lake Stevens entered into a Second Amendment to the agreement for Jail Services; and

WHEREAS, on December 11, 2003, Marysville and Lake Stevens entered into a

**ORIGINAL**

Third Amendment to the agreement for Jail Services; and

WHEREAS, on May 1, 2004 Marysville and Lake Stevens entered into a Amendment of Schedule "A" of Interlocal Agreement for Jail Services – Booking Fee – Change form \$32.30 to \$32.00 effective May 1, 2004; and

WHEREAS, On September 30, 2005 the parties entered into the Fourth Amendment of Schedule "A" of Interlocal Agreement for Jail Services Authority of Marysville to receive, pay and be reimbursed for Snohomish County Jail Billings and to coordinate and move Lake Stevens Prisoners from and in Snohomish County Jail Effective September 1, 2005; and

WHEREAS, On November 13, 2006 the parties entered into the Fifth Amendment of Schedule "A" of interlocal Agreement for Jail Services Changes per Bed per Day (Daily Maintenance) fee from \$50 to \$52 and Snohomish County Jail Billings fee from \$56 to \$58.45 Effective January 1, 2007; and

WHEREAS, On March 29, 2009 the parties entered into the Sixth Amendment and Renewal to Interlocal Agreement For jail services 2009 to 2012 and Amendment of Schedule "A" Other Jail Billing Fees Effective January 1, 2009; and

WHEREAS, the parties wish to amend Paragraph 14 of the Agreement to provide for 180 days written notice by either party to terminate the agreement; and

WHEREAS, Marysville and Lake Stevens 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 \$60.00, (increasing from 3 to 5 daily beds), 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 Lake Stevens mutually agree as follows:

1. Paragraph 14 is amended to read as follows:

14. **TERMINATION OF AGREEMENT.** Either party shall provide 180 days written notice of its intent either to terminate or not to renew this agreement. 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.

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, (increasing from 3 to 5 daily beds), 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 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 pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and

seals this 12<sup>th</sup> day of October, 2009.

CITY OF LAKE STEVENS

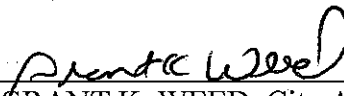
CITY OF MARYSVILLE

By   
VERN LITTLE, Mayor

By   
DENNIS KENDALL, Mayor

DATE: 10/22/09  
APPROVED as to form:

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


 per waiver  
GRANT K. WEED, City Attorney

 per waiver  
GRANT K. WEED, City Attorney

DATE: 10/14/09  
Attest:

DATE: 10/14/09  
Attest:

  
Norma Scott, City Clerk

  
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 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 (new in 2010) \$40.00 per trip

Lake Stevens 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 \*\*

Lake Stevens agrees to contract for five (5) beds per day, 365 or 366 days per year at a rate of \$60.00 per day per bed.

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

# LETTER OF TRANSMITTAL



City of Lake Stevens  
P. O. Box 257  
Lake Stevens, Washington 98258  
(425) 377-3225 Fax: (425)

**Date:** October 27, 2009

**From:** Norma Scott, City Clerk/Admin. Asst.

**Cc:** Police Chief Celori

**To:**

City of Marysville  
April O'Brien  
1049 State Avenue  
Marysville, WA 98270

**Project:** Seventh Amendment to Jail Services Interlocal

**Enclosures:**

No. of Copies	Title or Description
1	Original, fully-executed "Seventh Amendment Interlocal Agreement for Jail Services...."

**Action Requested:**

For your records       For your signature and return       For your review and return

Other: \_\_\_\_\_

**REMARKS:**

Return Name & Address

City of Marysville  
Attn: City Clerk's Office  
1049 State Avenue  
Marysville, WA 98270



200904080771 5 PGS  
04/08/2009 3:19pm \$0.00  
SNOHOMISH COUNTY, WASHINGTON

Document Title(s)

Sixth Amendment and Renewal to Interloacl Agreement for Jail Services 2009 to 2012 and Amendment of Schedule "A" Other Jail Billing Fees Effective January 1, 2009

Reference Number(s) of Related Document(s)

200412280282 200612191007 200211060523 200009210551 200510200066 200305290467  
200207050348 Additional Reference #'s on Page

Grantor(s)

City of Marysville

Grantee(s)

City of Lake Stevens

Legal Description (abbreviated form: ie Lot/Block/Plat or Section/Township/Range)

n/a Complete Legal on Page \_\_\_\_\_

Assessor's Property Tax Parcel/Account Number

n/a Additional Parcel #'s on Page \_\_\_\_\_

The Auditor/Recorder will rely on the information provided on this form. The responsibility for the accuracy of the indexing information is that of the document preparer.

**AFTER RECORDING RETURN TO:**

City of Marysville  
1049 State Avenue  
Marysville, WA 98270

**Sixth Amendment and Renewal to  
Interlocal Agreement For jail services  
2009 to 2012  
and Amendment of Schedule "A" Other Jail Billing Fees  
Effective January 1, 2009.**

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, on December 10, 2001 Marysville and Lake Stevens entered into a First Amendment to the Agreement for the purpose of extending the term of the same and for the adoption of a revised Schedule A Booking Fee and Daily Maintenance Fee; and

WHEREAS, on April 28, 2003 Marysville and Lake Stevens entered into a Second Amendment to the agreement for Jail Services; and

WHEREAS, on December 11, 2003, Marysville and Lake Stevens entered into a Third Amendment to the agreement for Jail Services; and

WHEREAS, on May 1, 2004 Marysville and Lake Stevens entered into a Amendment of Schedule "A" of Interlocal Agreement for Jail Services – Booking Fee – Change form \$32.30 to \$32.00 effective May 1, 2004; and

WHEREAS, On September 30, 2005 the parties entered into the Fourth Amendment of Schedule "A" of Interlocal Agreement for Jail Services Authority of Marysville to receive, pay and be reimbursed for Snohomish County Jail Billings and to coordinate and move Lake Stevens Prisoners from and in Snohomish County Jail Effective September 1, 2005; and

WHEREAS,, On November 13, 2006 the parties entered into the Fifth Amendment of Schedule "A" of interlocal Agreement for Jail Services Changes per Bed per Day (Daily Maintenance) fee from \$50 to \$52 and Snohomish County Jail Billings fee from \$56 to \$58.45 Effective January 1, 2007; and

WHEREAS, Section 5 DURATION of said the Agreement provides that Lake Stevens shall have the option to renew the Agreement for specific periods of time; and

WHEREAS, the parties have agreed to extend and renew the term of the Agreement for an additional four year period of time from January 1, 2009 through December 31, 2012; and

WHEREAS, Marysville and Lake Stevens have agreed to renew the Interlocal agreement for jail services incorporating all of the revisions made by the amendments referenced above and maintaining Schedule "A" for the booking fee and daily maintenance fee to be effective January 1, 2009;

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

1. The Interlocal Agreement for Jail Services entered into between the parties on September 27, 1999 shall be renewed for an additional four year term commencing January 1, 2009 and ending December 31, 2012.

2. The Schedule A, booking fee and daily maintenance fee which shall be effective January 1, 2009, is attached to this ILA as Schedule "A"

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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 09<sup>th</sup> day of March, 2009.

CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By   
VERN LITTLE, Mayor


By   
DENNIS KENDALL, Mayor

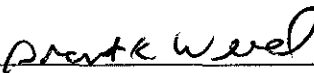
DATE: 3/16/09

DATE: 3/9/09

APPROVED as to form:

APPROVED as to form:

  
GRANT K. WEED, City Attorney  
*per prior waiver letter*

  
GRANT K. WEED, City Attorney  
*per prior waiver letter*

DATE: 3-5-09

DATE: 3-5-09

**SCHEDULE A**  
Effective January 1, 2009.

Booking fee \$32.00

\* 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 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 \$10.00

\* In cases where Lake Stevens prisoners are relocated to another jail facility other than the Snohomish County jail, Lake Stevens agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Daily maintenance fee \$52.00

\*Lake Stevens agrees to contract for three (3) beds per day, 365 or 366 days per year at a rate of \$52.00 per day per bed.

**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.

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CO: Polid...  
by: Fild



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09/21/2000 04:02 PM Snohomish  
P.0011 RECORDED - - - County

**AFTER RECORDING RETURN TO:**

City of Marysville

4822 Grove Street

Marysville WA 98270

**RECEIVED**  
OCT 03 2000  
MARYSVILLE  
CITY CLERK

**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 LAKE STEVENS (hereinafter "Lake Stevens").

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 Lake Stevens 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 Lake Stevens mutually agree as follows:

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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. **Lake Stevens prisoner** means a person arrested by Lake Stevens Police and held and confined in the Marysville Jail (either pre- or post-trial) pursuant to a violation of a Lake Stevens 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 **Lake Stevens prisoner** shall not include a person arrested for a felony offense by Lake Stevens Police, a person arrested on a warrant issued by another jurisdiction or for charges initiated by a non-Lake Stevens 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. A Lake Stevens prisoner shall not include juveniles.

2. **JAIL AND HEALTH SERVICES.**

a. For prisoners accepted under this Agreement, Marysville shall accept Lake Stevens prisoners and furnish jail facilities, booking, custodial services, and personnel for the confinement of Lake Stevens prisoners equal to those Marysville provides for the confinement of its own prisoners. Medical costs for emergency or necessary health care for Lake Stevens prisoners shall be the responsibility of Lake Stevens. In the event an inmate is transported to the hospital, the hospital shall be directed to bill Lake Stevens directly. With respect to inmate prescriptions, Lake Stevens agrees to utilize the same pharmacies as Marysville, and Lake Stevens shall be billed directly for its inmates' prescriptions. Lake Stevens retains the option to contract with medical providers to provide medical service to Lake Stevens prisoners. Marysville shall notify Lake Stevens prior to outside medical care being provided for a Lake Stevens 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 Lake Stevens 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 Lake Stevens prisoners.

### 3. **ACCEPTANCE OF PRISONERS.**

a. Lake Stevens understands that Marysville will accept prisoners on a nonexclusive basis under this Agreement. The acceptance of prisoners is subject to space being available. Marysville reserves the right to reserve space in the jail for its anticipated prisoner needs and may require the removal of Lake Stevens prisoners to accommodate Marysville prisoners. If Lake Stevens prisoners are to be displaced and must be removed from the jail, Marysville agrees to provide Lake Stevens with notice in writing that the Lake Stevens 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, Lake Stevens will have the option of transporting their inmates to another facility or have Marysville transport with reimbursement by Lake Stevens of Marysville's actual costs. Should transportation be required for Lake Stevens inmates to appear in other than the Marysville Municipal Courts, transportation will be the responsibility of Lake Stevens.

c. Lake Stevens agrees that if any Lake Stevens prisoner is deemed out of control or dangerous by the personnel at the Marysville Jail, on eight (8) hours' notice from Marysville to Lake Stevens, Lake Stevens 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 a Lake Stevens prisoner has obvious medical needs, Lake Stevens shall transport such prisoner to a medical facility for treatment prior to being booked into Marysville's Jail. In all cases, Lake

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Stevens officers will remain at the Marysville Jail until the prisoner is accepted by the Marysville custody staff.

4. **RATE AND PAYMENT.** Lake Stevens 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. Lake Stevens shall be responsible for all costs for the transport of its prisoners.

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

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, 2001. Lake Stevens shall have an option to renew this agreement for a three-year term commencing on January 1, 2002 and ending on December 31, 2004, and a second renewal for a four-year term, commencing on January 1, 2005 and ending on December 31, 2008. 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 Lake Stevens 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 Lake Stevens 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 Lake Stevens, if requested. Personal property will be held by Marysville in the same manner as for its own prisoners.

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

- a. When requested by a member of Lake Stevens 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 Lake Stevens 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, Marysville and Lake Stevens prisoners shall be released or relocated to the Snohomish County Jail 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 Lake Stevens Police of such event as soon as possible.

9. **ALTERNATIVE/PARTIAL CONFINEMENT.** Lake Stevens 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. Lake Stevens 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 LAKE STEVENS PRISONERS.** All Lake Stevens 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 Lake Stevens 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. Lake Stevens shall receive equal treatment to that supplied to Marysville's own prisoners.

**12. INDEMNIFICATION.**

a. Except as otherwise provided in 12(c), Lake Stevens 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 Lake Stevens, 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, Lake Stevens 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 Lake Stevens and their respective officers, agents and employees or any of them, Lake Stevens shall satisfy and discharge the same.

*elected officials, P.P.M., DW*

b. Except as otherwise provided in 12(c), Marysville shall defend, indemnify and hold harmless Lake Stevens 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 Lake Stevens, its officers, agents

*elected officials, P.P.M., DW*

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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 Lake Stevens. In the event that any suit based upon such a claim, action, loss or damage is brought against Lake Stevens, Marysville shall defend the same at its sole cost and expense, provided that Lake Stevens 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 Lake Stevens, its officers, agents and employees or any of them, or jointly against Lake Stevens 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, Lake Stevens 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.** Lake Stevens 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 Lake Stevens 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 Lake Stevens, 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 Lake Stevens are acting as Lake Stevens 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 Lake Stevens. 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 LAKE STEVENS:

City Administrator  
1812 Main Street  
P.O. Box 257  
Lake Stevens, WA 98258

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TO CITY OF MARYSVILLE:

City Administrator  
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 Lake Stevens shall serve as Lake Stevens'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 27 day of September, 1999.

CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By Jay A. Echols  
JAY A. ECHOLS, Mayor

By Dave Weiser  
DAVE WEISER, Mayor

DATE: 6-22-99

DATE: 9/27/00

APPROVED as to form:

APPROVED as to form:

Dana D. Kapela  
DANA D. KAPELA, City Attorney  
BRUCE DISEN

Grant K. Weed  
GRANT K. WEED, City Attorney

DATE: 8/21/00

DATE: 9/27/99

200009210551

**SCHEDULE A**

Booking fee \$30.00

Daily maintenance fee \$48.00

**200009210551**

**AFTER RECORDING RETURN TO:**

City of Marysville  
4822 Grove Street  
Marysville, WA 98270

**FIRST AMENDMENT TO  
INTERLOCAL AGREEMENT  
FOR JAIL SERVICES**

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; and

WHEREAS, Section 5 of said Agreement provides that Lake Stevens shall have an option to renew the Agreement for a three year term commencing January 1, 2002 and ending December 31, 2004; and

WHEREAS, Lake Stevens has indicated its intention to exercise its option to renew the Agreement; and

WHEREAS, renewals of the Agreement are subject only to mutual agreement of the parties of the rate and payment for the booking fee and daily maintenance fee set forth in Schedule A of said Agreement; and

WHEREAS, Marysville and Lake Stevens have agreed to a revised

/mv/l.s.aiajs (4/2/02)

Schedule for the booking fee and daily maintenance fee to be effective  
January 1, 2002;

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

1. The Interlocal Agreement for Jail Services entered into between  
the parties on September 27, 1999 shall be renewed for a three year term  
commencing January 1, 2002 and ending December 31, 2004.

2. Section 8 is hereby amended to read:

"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, Marysville and  
Lake Stevens prisoners shall be released or relocated  
to a mutually agreed upon facility on a "first in first  
out" basis."

3. The Schedule A, booking fee and daily maintenance fee which  
shall be effective January 1, 2002, shall be as follows:

Booking Fee: \$32.30

Daily Maintenance Fee: \$51.68

4. Except as provided herein, all other terms and conditions of the  
Interlocal Agreement for Jail Services dated September 27, 1999 shall remain  
in full force and effect unchanged.

IN WITNESS WHEREOF, the parties have hereunto set their hands and  
seals this 10<sup>th</sup> day of December, <sup>2001</sup>~~2002~~.

/mv/l.s.aiajs (4/2/02)

CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By Lynn E. Walty  
LYNN WALTY, Mayor

By David Weiser  
DAVID WEISER, Mayor

DATE: 4-30-02

DATE: 12/19/01

APPROVED as to form:

APPROVED as to form:

[Signature]  
JEREMY GOODWIN, City Attorney  
21796

[Signature]  
GRANT K. WEED, City Attorney

DATE: 5/6/02

DATE: 12-10-01

**SCHEDULE A**  
Effective 1/1/2002

Booking fee	\$32.30
Daily maintenance fee	\$51.68

**AFTER RECORDING RETURN TO:**

City of Marysville  
4822 Grove Street  
Marysville, WA 98270

**SECOND AMENDMENT TO  
INTERLOCAL AGREEMENT  
FOR JAIL SERVICES**

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 LAKE STEVENS ("Lake Stevens").

WHEREAS, on September 27, 1999 Marysville and Lake Stevens entered into an Interlocal Agreement for Jail Services hereafter referred to as the "Agreement"; and

WHEREAS, on December 10, 2002 Marysville and Lake Stevens entered into a First Amendment to the Agreement for the purpose of extending the term of the same and for the adoption of a revised Schedule A Booking Fee and Daily Maintenance Fee; and

WHEREAS, at times when there is overcrowding in the Marysville Jail it is necessary to relocate Marysville and Lake Stevens prisoners to alternate

public jail facilities; and

WHEREAS, Marysville and Lake Stevens agree that in the event the cost of relocating prisoners to alternate jail facilities results in a different rate than that set forth in Schedule A, Lake Stevens should pay the actual rates and fees charged by such alternate jail facility; and

WHEREAS, the parties wish to allow a revision to the Schedule A on an annual basis rather than every three years when the agreement is renewed;

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

1. There shall be added to Schedule A a one time administrative fee for the transfer of each inmate from the Marysville Jail to another jail facility.

2. The Schedule A booking fee, daily maintenance fee and inmate transfer administrative fee shall be revised as attached hereto and incorporated by this reference. Said schedule of fees shall be effective January 1, 2003 through December 31, 2003. During July of each year said fees shall be reviewed and revised by Marysville effective the following January, and a revised Schedule A reflecting said revised fees shall be attached in place of the existing Schedule A. Marysville shall give Lake Stevens written notice of the revised fee schedule prior to September 1 of each year. Sections 4 and 5 of the Agreement shall be deemed to be amended to be consistent herewith.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 28<sup>th</sup> day of April, 2003.

CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By *Lynn E. Walty*  
LYNN WALTY, Mayor

By *David Weiser*  
DAVID WEISER, Mayor

DATE: 3-17-03

DATE: 4-28-03

APPROVED as to form:

APPROVED as to form:

*[Signature]*  
JEFFREY GOODWIN, City Attorney

*Grant K. Weed*  
GRANT K. WEED, City Attorney

DATE: 3/17/03

DATE: 4-3-03

## **SCHEDULE A**

Effective 1/1/2003 through 12/31/2003

Booking fee	\$32.30
Daily maintenance fee	\$51.68
Inmate transfer administrative fee	\$10.00

\* In cases where Lake Stevens prisoners are relocated to another jail facility other than the Snohomish County jail, Lake Stevens agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

**AFTER RECORDING RETURN TO:**

City of Marysville  
4822 Grove Street  
Marysville, WA 98270

**THIRD AMENDMENT TO  
INTERLOCAL AGREEMENT  
FOR JAIL SERVICES**

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 LAKE STEVENS ("Lake Stevens").

WHEREAS, on September 27, 1999 Marysville and Lake Stevens entered into an Interlocal Agreement for Jail Services hereafter referred to as the "Agreement"; and

WHEREAS, on December 10, 2002 Marysville and Lake Stevens entered into a First Amendment to the Agreement for the purpose of extending the term of the same and for the adoption of a revised Schedule A Booking Fee and Daily Maintenance Fee; and

WHEREAS, on April 28, 2003 Marysville and Lake Stevens entered into a Second Amendment to the Agreement and

WHEREAS, renewals of the Agreement are subject to agreement on the rate and payment for the booking fee and daily maintenance fee set forth in Schedule A of said Agreement and as set forth in the First Amendment to Interlocal for Jail Services and Second Amendment to Interlocal Agreement for Jail Services; and

WHEREAS, while Marysville and Lake Stevens have agreed to a Schedule for the booking fee and daily maintenance fee, necessitating the amendment of the Agreement; and

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

1. The Schedule A, booking fee, daily maintenance fee and inmate transfer administrative fee which shall be effective January 1, 2004 through December 31, 2004 shall be as attached hereto and incorporated by this reference.


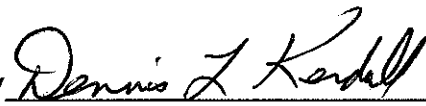
2. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services dated and the First Amendment to Interlocal for Jail Services dated December 10, 2002 and the Second Amendment to Interlocal for Jail Services dated April 28, 2003 shall remain in full force and effect unchanged. This Amendment to Interlocal Agreement for

Jail Services shall be effective January 1, 2004.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 11<sup>th</sup> day of December, 2003.

CITY OF LAKE STEVENS



CITY OF MARYSVILLE

By  By   
LYNN WALTY, Mayor ~~DAVID WEISER, Mayor~~  
Dennis L. Kendall

DATE: 12/11/03 DATE: 1-12-04

APPROVED as to form:

APPROVED as to form:

   
JEFFREY GOODWIN, City Attorney GRANT K. WEED, City Attorney

DATE: 1/8/04 DATE: 1-13-04

**SCHEDULE A**  
Effective 1/1/2004 to 12/31/2004

**Booking fee** \_\_\_\_\_ **\$32.30**

\* 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** \_\_\_\_\_ **\$10.00**

\* In cases where Lake Stevens prisoners are relocated to another jail facility other than the Snohomish County jail, Lake Stevens agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

**Daily maintenance fee** \_\_\_\_\_ **\$50.00**

\* Lake Stevens agrees to contract for three (3) beds per day, 365 or 366 days per year, 90 bed days per month. Lake Stevens will only be billed for additional bed days after they have used 90 bed days per month at a rate of \$50.00 per day per bed.

**AFTER RECORDING RETURN TO:**

City of Marysville  
1049 State Street  
Marysville, WA 98270

**Amendment of Schedule "A" of Interlocal Agreements for  
Jail Services  
Booking Fee  
Change from \$32.30 to \$32.00  
Effective May 1, 2004**

THIS AMENDMENT of Schedule "A" TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Amendment") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF LAKE STEVENS ("Lake Stevens").

WHEREAS, while Marysville and Lake Stevens have agreed to Amend Schedule "A" with a booking fee change, necessitating the amendment of the Agreement; and

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

1. The Schedule "A", booking fee is changed from \$32.30 to

\$32.00 which shall be effective May 1, 2004 through December 31, 2004 shall be as attached hereto and incorporated by this reference.

2. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services and all Amendments thereto shall remain place and shall be unchanged by this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 26<sup>th</sup> day of April, 2004.

CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By Lynn E. Walty  
LYNN WALTY, Mayor

By Dennis L. Kendall  
DENNIS KENDALL, Mayor

DATE: 12-7-04

DATE: 4-26-04

APPROVED as to form:

APPROVED as to form:

Grant K. Weed  
JEFFREY-GOODWIN, City Attorney  
GRANT K. WEED

Grant K. Weed  
GRANT K. WEED, City Attorney

DATE: 12-6-04

DATE: 4-22-04

## SCHEDULE A

Effective 5/1/2004 to 12/31/2004

Booking fee \$32.30 is changed to \$32.00  
Effective May 1, 2004

\* 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 \$10.00

\* In cases where Lake Stevens prisoners are relocated to another jail facility other than the Snohomish County jail, Lake Stevens agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Daily maintenance fee \$50.00

\* Lake Stevens agrees to contract for ~~nine~~ <sup>three</sup> (3) beds per day, 365 or 366 days per year, 90 bed days per month. Lake Stevens will only be billed for additional bed days after they have used 90 bed days per month at a rate of \$50.00 per day per bed. *JK DAL*

**AFTER RECORDING RETURN TO:**

City of Marysville  
1049 State Street  
Marysville, WA 98270

**Fourth Amendment of Schedule "A" of  
Interlocal Agreements of for Jail Services  
Authority of Marysville to receive, pay and be reimbursed for Snohomish  
County Jail Billings  
And to coordinate and move Lake Stevens Prisoners  
from and in Snohomish County Jail  
Effective September 1, 2005**

THIS AMENDMENT of Schedule "A" TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Amendment") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF LAKE STEVENS ("Lake Stevens").

WHEREAS, Marysville has contracted with Snohomish County for four (4) jail bed days per month; and

WHEREAS, Lake Stevens consents to granting Marysville the authority to receive and pay all Snohomish County Jail bills for the Lake Stevens and to coordinate and move Lake Stevens Prisoners to and from Snohomish County Jail; and

WHEREAS, Lake Stevens has agreed to pay Marysville each month for one half (½) of one jail bed day per day of the four (4) jail bed days and any additional Snohomish County Jail bed costs in addition to the one half (½) of one jail bed day per day contracted amounts at a rate of \$56.00 per bed per day; and

WHEREAS, Lake Stevens will reimburse Marysville for said jail bills; and

WHEREAS, Marysville will be responsible for prisoner coordination and all accounting to calculate which prisoners are in Snohomish County Jail and what bed days are being utilized and the costs of said bed days.

WHEREAS, Marysville and Lake Stevens believe this will result in savings on Jail costs and the Cities have agreed to Amend Schedule A to incorporate the above agreement, 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. The Schedule "A" attached to the Interlocal for Jail Services on September 27, 1999, is amended to add a section titled Snohomish County Jail Billings and shall be as attached hereto and incorporated by this reference.

2. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services and all Amendments and Renewals thereto remain in place and shall be unchanged by this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 30<sup>th</sup> day of September, 2005.

CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By Lynn E. Walty  
LYNN WALTY, Mayor

By Dennis L. Kendall  
DENNIS KENDALL, Mayor

DATE: 9-19-05

DATE: 9-30-05

APPROVED as to form <sup>only</sup>:

APPROVED as to form <sup>only</sup>!

Grant K. Weed  
GRANT K. WEED, City Attorney

Grant K. Weed  
GRANT K. WEED, City Attorney

DATE: 9-14-05

DATE: 9-14-05

## SCHEDULE A

**Booking fee** \$32.00

\* 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 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** \$10.00

\* In cases where Lake Stevens prisoners are relocated to another jail facility other than the Snohomish County jail, Lake Stevens agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

**Daily maintenance fee** \$50.00

\*Lake Stevens agrees to contract for three (3) beds per day, 365 or 366 days per year, 90 bed days per month. Lake Stevens will only be billed for additional bed days after they have used 90 bed days per month at a rate of \$50.00 per day per bed.

**Snohomish County Jail Billings**

Marysville has contracted with Snohomish County for four (4) jail bed days per day.

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.

Lake Stevens agrees to pay Marysville each month for one half (1/2) of one bed day of the four (4) jail beds per day and any additional Snohomish County Jail bed costs in addition to the on half (1/2) contracted amounts at a rate of \$56.00 per bed per day. Lake Stevens agrees to pay Marysville for costs of the beds reserved whether used or not.

Lake Stevens will reimburse Marysville for said jail bills.

Marysville will be responsible for all accounting to calculate which prisoners are in

Snohomish County Jail and what bed days are being utilized and the costs of said bed days.

Marysville will not take or move prisoners who are pre-trial on pending Lake Stevens District Court Cases. Marysville will however, coordinated the jail billing for such prisoners as set forth above.

**AFTER RECORDING RETURN TO:**

City of Marysville  
1049 State Avenue  
Marysville, WA 98270

**Fifth Amendment  
Amendment of Schedule "A" of Interlocal Agreements for  
Jail Services  
Changes per Bed per Day (Daily Maintenance) fee from \$50 to \$52  
and  
Snohomish County Jail Billings fee from \$56 to \$58.45  
Effective January 1, 2007**

THIS AMENDMENT of Schedule "A" TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Amendment") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF LAKE STEVENS ("Lake Stevens").

WHEREAS, while Marysville and Lake Stevens have agreed to Amend Schedule A with a booking fee change, necessitating the amendment of the Agreement; and

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

1. The Schedule "A", Daily Maintenance Fee is changed from \$50.00 to \$52.00 and the Snohomish County Jail Billings fee is changed from \$56.00 to \$58.45 which shall be effective January 1, 2007 and shall be as attached hereto and incorporated by this reference.

2. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services and all Amendments and Renewals thereto remain in place and shall be unchanged by this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 13<sup>th</sup> day of November, 2006.

CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By   
Vern Little, Mayor


By   
DENNIS KENDALL, Mayor

DATE: 12-12-06

DATE: 11-13-06

APPROVED as to form:

APPROVED as to form:

  
GRANT K. WEED, City Attorney

  
GRANT K. WEED, City Attorney

DATE: 10-16-06

DATE: 10-16-06

**SCHEDULE A**  
Effective January 1, 2007

Booking fee \$32.00

\* 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 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 \$10.00

\* In cases where Lake Stevens prisoners are relocated to another jail facility other than the Snohomish County jail, Lake Stevens agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Daily maintenance fee \$52.00

\*Lake Stevens agrees to contract for three (3) beds per day, 365 or 366 days per year at a rate of \$52.00 per day per bed.

**Snohomish County Jail Billings**

Marysville has contracted with Snohomish County for four (4) jail bed days per day.

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.

Lake Stevens agrees to pay Marysville each month for one half (1/2) of one bed day of the four (4) jail beds per day and any additional Snohomish County Jail bed costs in addition to the on half (1/2) contracted amounts at a rate of \$58.45. per bed per day. Lake Stevens agrees to pay Marysville for costs of the beds reserved whether used or not.

Lake Stevens will reimburse Marysville for said jail bills.

Marysville will be responsible for all accounting to calculate which prisoners are in Snohomish County Jail and what bed days are being utilized and the costs of said bed days.

Marysville will not take or move prisoners who are pre-trial on pending Lake Stevens District Court Cases. Marysville will however, coordinated the jail billing for such prisoners as set forth above.

**AFTER RECORDING RETURN TO:**

City of Marysville  
1049 State Avenue  
Marysville, WA 98270

**RENEWAL TO  
INTERLOCAL AGREEMENT  
FOR JAIL SERVICES  
2005 to 2008**

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; and

WHEREAS, on December 10, 2001 Marysville and Lake Stevens entered into a First Amendment to the Agreement for the purpose of extending the term of the same and for the adoption of a revised Schedule A Booking Fee and Daily Maintenance Fee; and

WHEREAS, on April 28, 2003 Marysville and Lake Stevens entered into a Second Amendment to the agreement for Jail Services; and

WHEREAS, on December 11, 2003, Marysville and Lake Stevens entered into a Third Amendment to the agreement for Jail Services; and

WHEREAS, on May 1, 2004, Marysville and Lake Stevens entered into a Amendment of Schedule "A" of Interlocal Agreement for Jail Services – Booking Fee – Change form \$32.30 to \$32.00 effective May 1, 2004; and

WHEREAS, Section 5 of said Agreement provides that Lake Stevens shall have the option to renew the Agreement a second time for a four year term commencing January 1, 2005 and ending December 31, 2008; and

WHEREAS, Lake Stevens has indicated its intention to exercise its option to renew the Agreement; and

WHEREAS, renewals of the Agreement are subject only to mutual agreement of the parties of the rate and payment for the booking fee and daily maintenance fee set forth in Schedule A of said Agreement; and

WHEREAS, Marysville and Lake Stevens have agreed to renew the Interlocal agreement for jail services incorporating all of the revisions made by the amendments referenced above and maintaining Schedule "A" for the booking fee and daily maintenance fee to be effective January 1, 2005;

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

1. The Interlocal Agreement for Jail Services entered into between the parties on September 27, 1999 shall be renewed a second time for a four year term commencing January 1, 2005 and ending December 31, 2008.
2. The Schedule A, booking fee and daily maintenance fee which shall be effective January 1, 2005, is attached to this ILA as Schedule "A"

2. 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 8<sup>th</sup> day of November, 2004.

CITY OF LAKE STEVENS

CITY OF MARYSVILLE

By *Lynn E. Walty*  
LYNN WALTY, Mayor

By *Dennis Z Kendall*  
DENNIS KENDALL, Mayor

DATE: 11-23-04

DATE: 11-8-04

APPROVED as to form:

APPROVED as to form:

*Grant K. Weed*  
GRANT K. WEED, City Attorney

*Grant K. Weed*  
GRANT K. WEED, City Attorney

DATE: 11-2-04

DATE: 11-2-04

**SCHEDULE A**  
Effective 1/1/2005

Booking fee \$32.00

\* 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 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 \$10.00

\* In cases where Lake Stevens prisoners are relocated to another jail facility other than the Snohomish County jail, Lake Stevens agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.

Daily maintenance fee \$50.00

\*Lake Stevens agrees to contract for <sup>three (3)</sup>~~nine~~ (3) beds per day, 365 or 366 days per year, 90 bed days per month. Lake Stevens will only be billed for additional bed days after they have used 90 bed days per month at a rate of \$50.00 per day per bed.