



City of Seattle
City Budget Office

MEMORANDUM

Date: August 11, 2011
To: Public Safety & Education Committee
From: Catherine Cornwall, Senior Policy Analyst, CBO
Subject: Proposed Jail Services Interlocal Agreement with King County

King County is using the proposed Interlocal Agreement (ILA) between King County and the City of Seattle for Jail Services as a template for its agreements with other cities. In reviewing the ILA with the other cities, staff from both the County and the City found a couple areas where the language could be made more clear, as well as a couple of typos.

A new version of the ILA has been prepared. The most significant changes are to Section 9 “Most Favored Treatment.” These changes were made to provide greater detail on the process for the City to either accept or decline a more favorable offer from the County.

This memo identifies all of the changes that have been made since the Public Safety & Education Committee reviewed the ILA on August 3. The changes are shown using underline and strikeout formatting.

- p. 7 Section 1.41 – delete extraneous quotation mark at end of sentence.
- p. 7 Section 1.42 – delete extraneous quotation mark at end of sentence.
- p. 9 Section 4.2.3 – clarify that the intent is to notify cities of the billing status (i.e. whether the city is billable) and also clarify that the information will be provided for the prior calendar day.

4.2.3 The County will maintain its program to provide notice to the City of the billing status of its Inmates for the prior calendar day in cases where confinement is the result of multiple warrants or sentences from two or more jurisdictions. As of the date of this Agreement, this notice is provided to the City once each business day when applicable. The intent of this program is to allow the City to take custody of a

City Inmate if it so desires after the other jurisdictional warrants are resolved and thereby prevent unnecessary Maintenance Charges.

- p. 20 Section 9 Most Favored Treatment – this section prevents the County from making a more favorable offer to another city unless it also makes the same offer available to Seattle. In the July 21 version of the ILA, the City had 45 days to accept the offer or it would have been deemed to have waived its right to enforce this section. This earlier version of the ILA didn't specify what the City had to do to accept the offer. The August 11 version of the ILA specifies the process for the City to either accept or decline the offer. It also allows the City 60 days, rather than 45 days, to accept or decline the offer.

Most Favored Treatment.

9.1 During the term of this Agreement, the County represents and assures the City that no other city or town will be offered a contract covering the Jail, WER or jail services that grants such city or town Favored Treatment (as defined below), unless such contract, in substantially similar ~~identical~~ form, is also offered through Notification, by the King County Executive to the City.

9.2 Within 60-days of receipt of an offer that the County represents as being made in accordance with Section 9.1, the City through Notification by its Mayor must either:

i) Accept the offer and such acceptance means the City acknowledges that the County has complied with Section 9.1;

ii) Decline the offer; or

iii) Inform the County that the City believes the offer does not comply with the requirements of Section 9.1 at which point the matter will be deemed referred to JAG pursuant to Section 10 and thereafter either party may pursue dispute resolution per Section 11 of this Agreement.

If the City within 60-days declines the offer per Section 9.2 (ii), or fails to respond within 60-days in the manner described in Section 9.2 (i), (ii) or (iii), then the City shall be deemed to have waived its right to enforce this Section with respect to the offer.

9.3 Per Section 13.11 of this Agreement, final execution of any new or amended contract is subject to City Council and County Council approvals. ~~If the City fails to accept such an offer within forty five (45) days, the City shall be deemed to have waived its right to enforce this Section with respect to such contract.~~

9.4 Favored Treatment means that the terms contained in such other contract are clearly preferable to the terms contained in this Agreement, taking into account all provisions, including but not limited to, rates, guaranteed bed capacity, and minimum payment obligations.

- p. 21 Sections 10 and 11, the word “similar” replaced the word “identical” in the phrase:

If other cities are party to an agreement substantially similar ~~identical~~ to this Agreement....