



CITY OF KIRKLAND
City Manager's Office
123 Fifth Avenue, Kirkland, WA 98033 425.587.3001
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Lorrie McKay, Intergovernmental Relations Manager

Date: September 25, 2016

Subject: REGIONAL ANIMAL SERVICES OF KING COUNTY (RASKC) AGREEMENT IN PRINCIPLE TO SUCCESSOR 2018-2022 INTERLOCAL AGREEMENT

RECOMMENDATION

It is recommended that the City Council receive a presentation from Regional Animal Services of King County on the September 1, 2016 Agreement in Principle (AIP) package of materials related to the Regional Animal Services 2018-2022 successor Interlocal Agreement.

BACKGROUND INFORMATION

Beginning in February of this year, the Joint City-County Collaboration Committee (JC4) began meeting monthly in order to negotiate a 2018-2022 successor Inter-Local Agreement (ILA), as the current ILA terminates on December 31, 2017. To date, eight meetings have been held. Kirkland Police Department and CMO staff have actively participated at each meeting. RASKC distributed the Agreement in Principle (AIP) package of materials (Attachment A) related to the Regional Animal Services 2018-2022 successor ILA on September 1, 2016.

Council Committee Briefings and Status Updates

City staff have provided status updates to Council's Public Safety Committee and Finance & Administration Committee during the negotiating period and have responded to member questions about animal control service delivery and performance, trends in program costs and animal service program use, pet license sales and revenue, and sheltering data from Progressive Animal Welfare Society (PAWS). A more detailed discussion of PAWS is included later in this memo.

Animal Control/Field Service Delivery and Performance

The regional system provides four (4) animal control officers (ACOs) for 25 contracting cities and unincorporated areas of King County which are divided into three (3) "control districts" (Attachment B). The two (2) north and east control districts are each staffed with one (1) dedicated ACO during regular services hours, while the third large control district in the south is staffed by two (2) ACOs. To maintain service delivery, the regional system allows for two (2) additional ACOs to cover staffing needs around vacation, sick-leave and other absences.

The City of Kirkland, along with eight other cities and a portion of unincorporated King County make up the jurisdictions served in Control District 200. RASKC receives an average of 1,400 calls per year for service from within Control District 200 alone. Calls for control service from Kirkland specifically average 275 per year.

RASKC categorizes calls for animal control service as Priority 1 through 6:

- Priority 1: Immediate – Threat to Life, Health Safety of Humans
- Priority 2: Immediate – Threat to Life Health Safety of Animals
- Priority 3: Urgent – Potential Threat to Life, Health & Safety
- Priority 4: Non-emergency
- Priority 5: Non-emergency
- Priority 6: Non-emergency – information only

Priority 1 and 2 calls are the highest priority for Animal Control Officer (ACO) response and include those calls that pose an emergent danger to the community. For performance measures purposes, King County set the Priority 1 call response time goal at one-hour, while Priority 2 calls have a two-hour goal for response.

Lower priority calls (Priority 3, 4 and 5) are non-emergent requests for service are responded to by the ACO over the telephone, referral to other resources, or by dispatch as necessary or available. For performance measures purposes, King County set the Priority 3 call response time goal at four hours. The response time goal for Priority 4 calls is 24 hours, and Priority 5 is two to three days. Priority 6 calls are “information only” and have no response time goal.

Each month, RASKC provides all 25 contracting cities with monthly reports on ACO activity and service performance. A three year summary of response time goal performance is included below. A more detailed analysis by the City of response time trends on ACO activity data for Kirkland is included as Attachment C.

Three-Year Summary of Control Call Response (by Priority Call Type)

Priority Call Type	Total Calls per Priority over three years	Average Response Time	Total Number of Responses Meeting Goal	Percentage of Responses Meeting Goal
Priority 1	16	1.89 hrs	10	62.50%
Priority 2	60	2.14 hrs	50	81.58%
Priority 3	145	16.21 hrs	63	44.20%
Priority 4	339	28.25 hrs	218	64.20%
Priority 5	240	23.18 hrs	211	88%
Priority 6	Excluded	N/A	N/A	N/A

Trends in RASKC Program Costs and Kirkland's Program Use

The table below shows that the City's actual use of both control and shelter services has generally stayed flat over the past three years. The table also shows the increase in the number of pet license sales in Kirkland and the increase in cost of RASKC programs allocated to Kirkland.

Service Year	Control Calls	Shelter Intakes	Pet Licenses Sold	Program Cost
2013	282	92	8,769	\$236,983
2014	308	101	9,094	\$240,626
2015	253	94	10,054	\$247,715

Kirkland's final cost estimate for 2016 is \$265,895 and the County's preliminary cost estimate for Kirkland in 2017 is \$ 275,805. The current estimate for program cost in 2018 is \$270,870.

Pet License Fees and Pet License Canvassing in Neighborhoods

Pet license fees support shelter and care and enforcement services for responding to strays, bite investigations, and nuisance and dangerous animals. Animal cruelty and neglect investigations are also supported by pet license fees. License fees also fund the process of reuniting lost pets with their owners, provide a free ride home the first time a licensed pet gets lost, and other benefits.

Neighborhood educational pet license canvassing is a low-cost, effective means for educating residents about the benefits and requirements of licensing their pets. King County's canvassing program trains their canvassers to follow strict guidelines regarding professional conduct, attire and appropriate behavior. Canvassers do not peer in windows or over fences looking for pets. Nor do they ask to enter inside a home and they respect posted 'No Trespassing' and 'No Soliciting' signs.

The City of Kirkland is in its fourth consecutive year of partnering with King County to conduct door-to-door pet license canvassing in its neighborhoods on weekends only, with seasonally hired, hourly employees.

Pet License Canvassing – How it Works

In 2013, two canvassers worked 224 hours in Kirkland over a four month period and reached 2,800 households. During that period, they issued 357 temporary licenses, (generating an estimated \$9,900 in gross revenue), and issued 203 72-hour courtesy notices (representing a potential of \$5,600 in additional revenue).

With 'renewals' of the 357 pet licenses that were issued through this effort, an estimated \$25,000 would be generated over a five-year period.

From the start of the new licenses, 357 (\$9,900) in this example, data show a jurisdiction can expect a 65% return (\$6,400) at the first year renewal; a 50% return (\$4,950) at the second year; 34% (\$3,350) at the third; and 3% (\$300) at the fourth license renewal in the fifth year.

Currently, as part of the pet license program, the Kirkland Police Department implements a monthly renewal reminder to licensed pet owners, using an automated calling system, to supplement the County's renewal outreach.

Pet license sales in Kirkland have increased each year since 2009. Supplemented by the canvassing effort, Kirkland's pet license sales have generated more revenue than the City's program costs in the regional system over the past three years. This 'residual' pet license revenue has been reinvested throughout the RASKC system under the terms of the contract.

Despite the regional system's overall need for additional revenue to help offset subsidy that King County is contributing from its general fund to support the system, only seven of RASKC's 25 contract cities have partnered with King County to allow educational pet license canvassing in their neighborhoods in 2015. The cities of Kenmore and Kirkland were the only two cities, out of the nine cities that make up Control District 200, to allow neighborhood canvassing in 2015. In other control districts, the cities of Bellevue, Newcastle, Covington, Maple Valley and Enumclaw also allowed canvassing in 2015. While additional cities may have allowed canvassing in 2016, at least two cities in Control District 200 have categorically stated that they will not allow pet license canvassing in their neighborhoods.

Note that the Agreement in Principal does not require contract cities to allow canvassing. If the City were to provide animal services locally, staff recommend continuing an educational pet license canvassing effort and automated reminder calls.

Progressive Animal Welfare Society (PAWS) Shelter Data

The Progressive Animal Welfare Society (PAWS) is a regional animal welfare organization, whose focus is on rehabilitating injured and orphaned wildlife, sheltering and adopting homeless cats and dogs, and educating people "to make a better world for animals and people." Located in Lynnwood, PAWS has a satellite adoption center called PAWS Cat City in Seattle's University District. PAWS is a private, 501(c)(3) non-profit organization that relies on donations from individuals and corporations. PAWS charges a flat rate of \$175 per animal intake. The organization charges that fee to pet owners who locate and redeem their pets from PAWS. In other words, contracting jurisdictions are not charged for these "return to owner" pets. PAWS does have a \$20 per day charge for animals that must stay beyond a ten-day period due to custody and/or court cases.

In RASKC's system, there are currently four contracting cities within Control District 200 that subcontract for animal shelter service with PAWS. Under the ILA, the County may also contract with PAWS for shelter service if need be. These "PAWS Cites" pay PAWS directly the flat rate for their shelter intakes, and they pay the 20% relative population charge to RASKC for system shelter services costs.

The City of Kirkland has periodically considered PAWS as an option for sheltering its stray dogs and cats since 2011. It has also encouraged RASKC to consider delivering Kirkland animals to PAWS as a potential cost saving measure. Over that time, questions have been raised about how the organization compares in terms of the number of domestic animals taken into care, the number of spay/neuter surgeries performed, the number of animals placed into foster care, and how their euthanasia rates compare. Staff examined the 2015 Annual Reports of both PAWS and RASKC in an effort to respond to these questions (Attachment D).

The table below illustrates the comparison in animal shelter and care services provided by both PAWS and RASKC in 2015.

Shelter Services in 2015	PAWS	RASKC
Companion Animals Taken into Care	4,312	4,955
Spay/Neuter Surgeries Performed	2,675	2,089
Animals Place in Foster Homes	2,060	1,417
Percentage of Companion Animals Saved	95.6%	87%

City of Kirkland’s Draft Term Sheet

As staff has briefed Council committees about the potential Agreement In Principal throughout 2016, various Council members expressed concern about different elements of the new ILA. At its May 19, 2016 meeting, Council’s Public Safety Committee members requested staff prepare an alternative draft term sheet as a basis for negotiations for the City’s potential continued participation in the regional animal services system. The draft term sheet was reviewed with Council’s Finance & Administration Committee at its June 28 meeting, where members encouraged staff to share the draft term sheet (Attachment E) with RASKC representatives for feedback. City and RASKC staff met on July 27.

After having not received written feedback from RASKC, City staff informed RASKC on August 9 that current indications are that Kirkland is not likely to remain in the system under the proposed 2018 ILA terms. City staff encouraged the County to develop a model that did not include Kirkland in it to allow all parties to plan appropriately if that occurs. Staff were clear that any final decision will be made by the City Council.

King County’s Draft Counter Proposal

On August 9, RASKC representatives provided feedback to City staff in the form of a draft counter proposal (Attachment F). At the August 17 JC4 meeting, RASKC representatives informed the other partner cities of Kirkland’s draft term sheet.

Staff shared the County’s draft counter proposal with Council’s Public Safety Committee at its August 24 meeting, and with Council’s Finance Administration Committee at its August 30 meeting. After review and discussion, a majority of each committee articulated a preference for the City’s terms presented in July and recommended staff notify RASKC. Committee members recommended staff bring the issue to the full Council for consideration and discussion at a study session. Members requested RASKC be invited to present at the study session.

City Follow-up with King County on their Draft Counter Proposal

On September 13, staff notified King County staff that RASKC’s counter proposal had been brought to the attention of two of Council’s Committees for review and discussion. County staff were informed that members appreciated that RASKC tried to address the City’s interests, but a majority of members from each committee articulated a preference for the City’s terms presented in July and/or Kirkland establishing its own animal control services starting in 2018.

King County staff asked if Kirkland would be open to a termination period longer than its proposed 180 days and for further clarification on the conditions that could lead to termination. County staff interpreted rejection of the “banked” revenue concept in their draft counter proposal as Kirkland wanting to go back to the old relationship where the County runs and is

responsible for everything. That is essentially the proposal in Kirkland's term sheet since the City of Kirkland generates more revenue into the regional system than the cost of RASKC providing services to Kirkland. The City's proposal is that King County would be invited to canvass Kirkland's neighborhoods for pet license revenue as much as they want, keep all the revenue, provide animal control services and never bill the City. Finally, King County staff asked if there was any interest or discussion about building the City's terms within the 2018-2022 Interlocal Agreement or, would the City need a separate agreement. Rather than continue to discuss the draft term sheet, staff felt it was better to have RASKC present directly to the Council at the study session on the AIP.

Regional Animal Services 2018-2022 successor Interlocal Agreement:

The successor ILA negotiating meetings of the JC4 will continue monthly, with key milestones identified to help guide the process toward completion.

- Sept. 1, 2016 – Draft Agreement in Principle (AIP) completed
- Dec. 31, 2016 – County provides draft contract for cities to review
 - Cities confirm Non-Binding Mutual Interest
- January 2017 – Finalize cost allocation & terms, based on Dec. 31 response from cities
- March 1, 2017 – Cities provide notice to County of final intent to contract
- June 1, 2017 – City Council approval of contract

RASKC distributed the Agreement in Principle (AIP) package of materials (Attachment A) related to the Regional Animal Services 2018-2022 successor ILA on September 1. Representatives from RASKC have offered to brief any interested City Councils on the package of materials.

CONCLUSION

The City council should receive a presentation from King County about the Regional Animal Services system and the successor 2018 ILA, ask questions and provide feedback. Kirkland staff will be available during the study session but will not be making a formal presentation. Discussion of Kirkland providing local animal services will occur at a future Council meeting.

Attachment A: September 1, 2016 AIP Package of Materials *(The 44 page "Attachment F: DRAFT of AIP Contract Sections – track changes version" was intentionally omitted from this attachment of materials. Please contact Lorrie McKay if you wish to receive this information.)*

Attachment B: RASKC Animal Control District Map

Attachment C: Summary ACO Service Activity and Response Times in Kirkland, 2013-2015

Attachment D: Comparison of RASKC / PAWS Shelter Stats 2015

Attachment E: City of Kirkland's Draft Term Sheet

Attachment F: RASKC's Draft Counter Proposal

Lorrie McKay

From: Bouffiou, Sean <Sean.Bouffiou@kingcounty.gov>
Sent: Thursday, September 01, 2016 5:32 PM
To: philm@carnationwa.gov; Mary Madole; matthew.morton@duvallwa.gov; Nancy Ousley (nousley@kenmorewa.gov); Leslie Harris (lharris@kenmorewa.gov); Lorrie McKay; Mike Ursino; Steve Sutton <ssutton@ci.lake-forest-park.wa.us> (ssutton@ci.lake-forest-park.wa.us); Parmbrust@ci.lake-forest-park.wa.us; Nina Rivkin (NRIVKIN@redmond.gov); 'dbeadle@sammamish.us' (dbeadle@sammamish.us); Beth Goldberg (BGoldberg@sammamish.us); aherzog@shorelinewa.gov; Mazzoli, Kellye; townhall@beauxarts-wa.gov; AJMcClure@bellevuewa.gov; Mitch Wasserman (Mitch@clydehill.org); johng@clydehill.org; Ross Hoover (RossH@issaquahwa.gov); Jeff Magnan; David Jokinen; Sara McMillon (SaraM@ci.newcastle.wa.us); melyssal@ci.newcastle.wa.us; donp@ci.newcastle.wa.us; Susie Oppedal (SOPPEDAL@NORTHBENDWA.GOV); Londi Lindell (llindell@northbendwa.gov); Bob Larson; clerk-treasurer@ci.yarrow-point.wa.us; Brenda Martinez (BMartinez@ci.blackdiamond.wa.us); lhagen@covingtonwa.gov; rhendrickson@covingtonwa.gov; Chris Searcy (CSearcy@ci.enumclaw.wa.us); dmatheson@kentwa.gov; Glee@kentwa.gov; MHanson@kentwa.gov; PRoseto@kentwa.gov; aBeMiller@kentwa.gov; DKammerzell@kentwa.gov; shawn.hunstock@maplevalleywa.gov; greg.brown@maplevalleywa.gov; Mulligan, Lisa K (Pepin); Cole, Carl; bruce.linton@tukwilawa.gov; craig.zellerhoff@tukwilawa.gov; Vicky.carlsen@tukwilawa.gov; Cindy.Wilkins@TukwilaWA.gov; peggy.mccarthy@tukwilawa.gov; Cole, Carl; Mulligan, Lisa K (Pepin)
Cc: Koney, Tom; Carlson, Diane; Bouffiou, Sean; Mueller, Gene; Alberg, Norm; McCollum, Denise
Subject: Agreement in Principle (AIP) package to support the 2018-2022 Regional Animal Services Inter-local Agreement
Attachments: RASKC 090116 AIP Cover page 090116.docx; Attachment A - RASKC 2018 ILA Summary of Changes draft 081716.docx; Attachment B - 2018 RASKC ILA Jurisdiction Map 081816.docx; Attachment C - RASKC Cost Allocation Model Simplified 2018 Including AND Not Including Kirkland - Sept 1 2016 AIP.pdf; Attachment D - RASKC Benefits of Regional System May 2016.docx; Attachment E - RASKC 2018 ILA Powerpoint 090116v2.pptx; Attachment F - RASKC Agreement in Principle - Tracked Changes.pdf; Attachment G - RASKC Agreement in Principle - Accepted Changes.pdf; Attachment H - RASKC 2018 non-binding intent 090116.docx; JC4 Meeting August 17 2016 Summary Notes 090116.docx

The following message is being sent on behalf of Norm Alberg:

Hello JC4,

I am pleased to provide you with the September 1, 2016 Agreement in Principle (AIP) package supporting the 2018-2022 Regional Animal Services Inter-local Agreement.

Per our previous discussions, the AIP Package includes the following:

- A one-page AIP overview
- Attachment A: Summary of key provisions & changes from current ILA
- Attachment B: District map and city list

- Attachment C: Draft 2018 Estimated Payment Calculation (2 versions; 25 cities, 3 districts (reflects status quo) and a version with 24 cities (Kirkland not included in regional model))
- Attachment D: Benefits of Regional System
- Attachment E: Draft RASKC PowerPoint – Briefing
- Attachment F: Draft of AIP Contract sections - tracked changes version (The 44 page Attachment F was intentionally omitted from the City Council packet)
- Attachment G: Draft of AIP Contract sections - accepted changes version
- Attachment H: Non-binding Mutual Interest response form

Additionally, I have included the summary notes of our last JC4 (August 17, 2016) meeting.

As you are aware, we have our next JC4 meeting scheduled for September 21, 2016 at the Kirkland Justice Center from 10:00am-12:00pm.

The focus of the next meeting will be to discuss the options to mitigate cost implications if the City of Kirkland is not included in the regional model, as well as your feedback on the AIP package. You will see in the attachments both a 2018 Estimated Payment Calculation with Kirkland remaining in the model and one with Kirkland departing the regional system. The "Kirkland Not Included" model simply excludes Kirkland, and except for adjusting down a few variable costs, keeps most of the other assumptions the same. King County will continue to work with city partners to mitigate cost impacts of Kirkland potentially departing the system, and exploring options/choices to mitigate the impacts within the model. Our next scheduled negotiations meeting is September 21, 2016.

We look forward to seeing you on September 21, 2016.

Regards,
Norm

Joel Wade
Confidential Secretary
Records and Licensing Services Division | Department of Executive Services
King County Administration Building | 500 4th Ave, Room 411 | Seattle, WA 98104-2337
Direct: (206) 263-8153 | Fax: (206) 205-0715

This e-mail communication is a public record and may be subject to public disclosure.

Regional Animal Services of King County (RASKC)
Joint City-County Collaboration Committee
2018-2022 Inter-local Agreement
Agreement in Principle (AIP)

The Joint City-County Collaboration Committee has reached consensus on an Agreement in Principle for a five-year Inter-local Agreement (2018-2022), for King County to provide Animal Services to city partners. This Inter-local Agreement will be a successor agreement to the current two year extension (2016-2017) of a three –year contract which began 2013, and was effective through 2015.

Key Elements and Changes:

- Services and Districts to remain the same
- Cost allocation methodology to remain the same (80% based on service usage, 20% based on jurisdiction population; Note: usage is to be based on a 3 year rolling average)
- 5 year term (effective January 1, 2018 – through December 31, 2022)
- Additional five year automatic extension; Opt out of automatic extension by providing notice by June 30, 2021
- Limited Re-Opener upon Notice of Termination, if any city or cities opts out of the second term, and the resulting cost impact to any remaining party is not estimated to exceed 10%, the Agreement shall automatically extend for a second five year term, to December 31, 2027 subject to agreement adjusting the ILA as necessary based on parties departing the system.
- Latecomers, allowed prior to the termination or expiration of Agreement, but only if the additional party will not cause an increase any City’s net costs payable to the County or decrease in services provided under this Agreement.
- Retain shelter credits (reallocate based on 3-year average of intakes - No Licensing support credits)
- Jurisdiction revenue in excess of jurisdictions costs –used to reduce regional model support expenses (County General Fund expenses that are not charged to model)

Note: Kirkland has indicated a potential for departing the regional model – so we have provided two cost estimates – one with Kirkland remaining in the model and one with Kirkland departing the regional system. The “Kirkland Not Included” model simply excludes Kirkland, and except for adjusting down a few variable costs, keeps most of the other assumptions the same. King County will continue to work with city partners to mitigate cost impacts of Kirkland potentially departing the system, and exploring options/choices to mitigate the impacts within the model. Our next scheduled negotiations meeting is September 21, 2016.

Process/Timeline:

By June 1, 2016	County provided RASKC briefing materials; background, program and contracting information to the cities
By September 1, 2016	Draft Agreement in Principle completed
By December 31, 2016	Cities confirm Non-Binding Mutual Interest based on Agreement in Principle – See response form in Attachment G
By December 31, 2016	County provides draft contract – based on Agreement in Principle
January 2017	Cities and County meet; finalize cost allocation and contract changes based on cities providing non-binding intent to contract
By March 1, 2017	Cities provide notice to County of final intent to contract
By June 1, 2017	City Councils approve contract

- Attachment A: Summary of key provisions & changes from current ILA
- Attachment B: District map and city list
- Attachment C: Draft 2018 Estimated Payment Calculation (2 versions; 25 cities, 3 districts (reflects status quo) and a version with 24 cities (Kirkland not included in regional model)
- Attachment D: Benefits of Regional System
- Attachment E: Draft RASKC PowerPoint – Briefing
- Attachment F: Appendix – draft of AIP Contract sections – Tracked Changes version
- Attachment G: Appendix – draft of AIP Contract sections – Accepted Changes version
- Attachment H: Non-binding Mutual Interest response form

**Regional Animal Services of King County – 2018 ILA
Summary of Key Provisions and changes from current ILA
Attachment A**

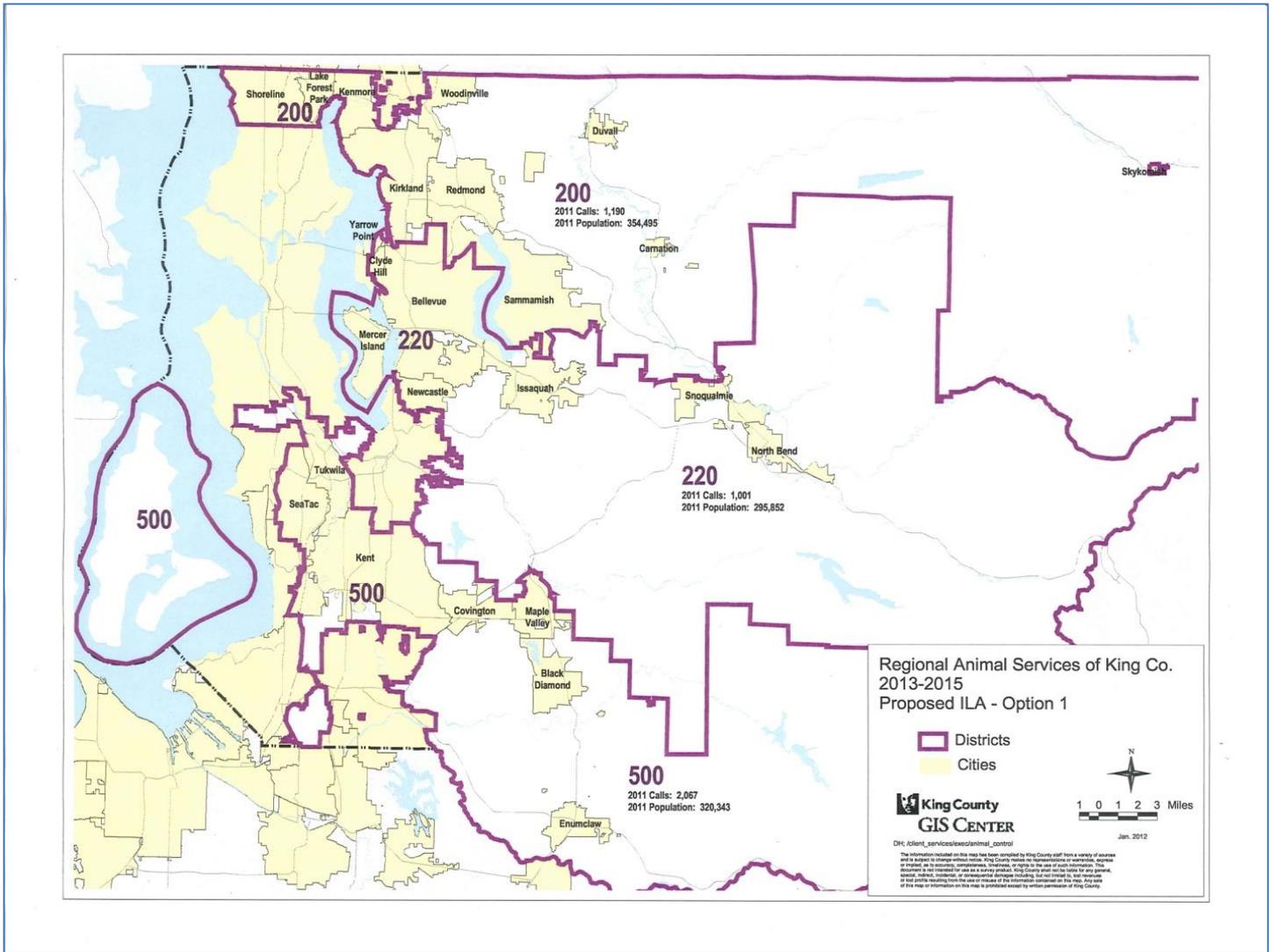
Contract section	Changes from 2016-2017 ILA
1. Definitions	To be updated by 12/31/16
2. Services Description	No changes
Exhibit A = Description of Services	No changes
Exhibit B = Control Districts & map	No changes
Exhibit E – (Optional) Enhanced Services)	No changes
3. City Obligations (code adoption Authorization, Cooperation/Licensing Support)	Updated service start date to January 1, 2018
4. Term	5 year term Additional five year automatic extension Opt out of automatic extension by providing notice by June 30, 2021 Limited Re-Opener Upon Notice of Termination, if any city or cities opts out of the second term, and the resulting cost impact to any remaining party is not estimated to exceed 10%, the Agreement shall automatically extend for a second five year term, to December 31, 2027. Latecomers, allowed prior to the termination or expiration of Agreement, but only if the additional party will not cause an increase any City's net costs payable to the County or decrease in services provided under this Agreement.
5. Compensation	3 year rolling averages for usage Eliminate preliminary estimating One payment/year Retain shelter credits (no Transition or Licensing support credits) Jurisdiction revenue in excess of jurisdictions costs –used to reduce County GF expenses – regional model support expenses – not charged to model
Exhibit C – Calculation of Estimated Payments	To be updated to reflect changes noted above
Exhibit C-1 2018 Estimated Payment Calculation	To be updated to reflect changes noted above
Exhibit C-2 Population, Calls for Service and Licensing Data for Jurisdictions – Used to Derive 2018 Payment Calculation	To be updated to reflect changes noted above
Exhibit C-3 Calculation of Budgeted Allocable Costs, Budgeted Total Non-Licensing Revenue and Budgeted Net Allocable Costs	To be updated to reflect changes noted above

**Regional Animal Services of King County – 2018 ILA
Summary of Key Provisions and changes from current ILA
Attachment A**

Contract section	Changes from 2016-2017 ILA
Exhibit C-4 Calculation and Allocation of Funding Credit, Shelter Credit and Estimated New regional Revenue	To be updated to reflect changes noted above Remove references to Transition Funding Credits (removed) Remove references to New Regional Revenue
Exhibit C-5 Licensing Revenue Support	Deleted
Exhibit C-6 Summary of calculation Periods for Use and Population Components	To be updated to reflect changes noted above
Exhibit C-7 Payment and Calculation Schedule	To be updated to reflect changes noted above
6. Reconciliation	No changes
Exhibit D Reconciliation	To be updated/revised
7. Regional Revenue Generation and Licensing Revenue Support	Remove references to New Regional Revenue Remove Licensing Credits (& Licensing Support Cities references)
Exhibit C-5 Licensing Revenue Support	To be Deleted
Exhibit F – (optional) Licensing Support	Update to reflect changes noted above, including removing reference to Exhibit C-5
8. Mutual Covenants/Independent Contractor	No changes
9. Indemnification and Hold Harmless	No changes
10. Dispute Resolution	No changes
11. Joint City County Committee and Collaborative Initiatives	Focus on revenues and costs and program service lines (removed specific initiatives topics list “a-q”)
12. Reporting	No changes
13. Amendments	No changes
14. General Provisions	No changes
15. Terms to Implement Agreement	Delete from ILA – not applicable for this ILA
15. 16. Administration	No changes (section numbering revised)

Regional Animal Services of King County Attachment B

RASKC Jurisdiction Map



RASKC Partner City List

District 200 (North)	District 220 (East)	District 500 (South)
Carnation	Town of Beaux Arts	Black Diamond
Duvall	Bellevue	Covington
Kenmore	Clyde Hill	Enumclaw
Kirkland	Issaquah	Kent
Lake Forest Park	Mercer Island	Maple Valley
Redmond	Newcastle	SeaTac
Sammamish	North Bend	Tukwila
Shoreline	Snoqualmie	
Woodinville	Yarrow Point	

All the districts include the surrounding unincorporated King County

2018 Estimated Payment Calculation - Kirkland Included

Jurisdiction	Cost Allocation				Pet Licensing Revenue*	Estimated Net Cost	Credits	Licensing Support	Net Final Cost
	Field Cost	Shelter Cost	Licensing Cost	Total Cost					
	(a)	(b)	(c)	a+b+c = (d)	(e)	e - d = (f)	(g)	(h)	f + g + h = (i)
Beaux Arts	\$ 424	\$ 177	\$ 269	\$ 870	\$1,211	\$ 341	\$ -		\$ 341
Bellevue	\$ 155,321	\$ 179,570	\$ 89,947	\$ 424,838	\$357,953	\$ (66,885)	\$ -		\$ (66,885)
Black Diamond	\$ 8,950	\$ 15,908	\$ 4,036	\$ 28,894	\$17,226	\$ (11,668)	\$ 4,028		\$ (7,640)
Burien	\$ -	\$ -	\$ -	\$ -	\$0	\$ -	\$ -	\$ -	\$ -
Carnation	\$ 3,889	\$ 4,738	\$ 1,569	\$ 10,196	\$7,870	\$ (2,326)	\$ 552		\$ (1,774)
Clyde Hill	\$ 2,614	\$ 2,416	\$ 1,991	\$ 7,021	\$7,405	\$ 384	\$ -		\$ 384
Covington	\$ 61,591	\$ 120,422	\$ 15,315	\$ 197,329	\$81,574	\$ (115,755)	\$ 64,918	\$ -	\$ (50,837)
Duvall	\$ 11,297	\$ 12,892	\$ 6,071	\$ 30,261	\$25,214	\$ (5,047)	\$ -		\$ (5,047)
Enumclaw	\$ 35,642	\$ 54,731	\$ 8,910	\$ 99,283	\$43,207	\$ (56,076)	\$ 30,892		\$ (25,184)
Issaquah	\$ 70,798	\$ 44,131	\$ 18,577	\$ 133,506	\$69,893	\$ (63,613)	\$ -		\$ (63,613)
Kenmore	\$ 38,167	\$ 13,190	\$ 16,817	\$ 68,174	\$84,099	\$ 15,925	\$ -		\$ 15,925
Kent	\$ 308,279	\$ 842,608	\$ 70,788	\$ 1,221,676	\$295,847	\$ (925,829)	\$ 546,401	\$ -	\$ (379,428)
Kirkland	\$ 94,915	\$ 108,356	\$ 67,598	\$ 270,870	\$284,330	\$ 13,460	\$ -		\$ 13,460
Lake Forest Park	\$ 19,827	\$ 7,647	\$ 11,240	\$ 38,714	\$43,421	\$ 4,707	\$ -		\$ 4,707
Maple Valley	\$ 61,885	\$ 83,899	\$ 19,006	\$ 164,790	\$91,004	\$ (73,786)	\$ 15,100	\$ -	\$ (58,686)
Mercer Island	\$ 19,338	\$ 24,308	\$ 14,577	\$ 58,223	\$55,062	\$ (3,161)	\$ -		\$ (3,161)
Newcastle	\$ 21,597	\$ 16,273	\$ 6,745	\$ 44,615	\$33,673	\$ (10,942)	\$ -	\$ -	\$ (10,942)
North Bend	\$ 17,534	\$ 17,246	\$ 5,873	\$ 40,653	\$25,835	\$ (14,818)	\$ 1,376		\$ (13,442)
Redmond	\$ 57,136	\$ 71,020	\$ 33,636	\$ 161,792	\$123,223	\$ (38,569)	\$ -		\$ (38,569)
Sammamish	\$ 51,061	\$ 61,101	\$ 39,793	\$ 151,955	\$171,741	\$ 19,786	\$ -		\$ 19,786
SeaTac	\$ 95,573	\$ 222,361	\$ 13,510	\$ 331,443	\$46,624	\$ (284,819)	\$ 135,808		\$ (149,011)
Shoreline	\$ 99,188	\$ 32,496	\$ 37,976	\$ 169,660	\$142,533	\$ (27,127)	\$ -		\$ (27,127)
Snoqualmie	\$ 16,650	\$ 19,289	\$ 8,081	\$ 44,020	\$31,235	\$ (12,785)	\$ -		\$ (12,785)
Tukwila	\$ 65,859	\$ 160,373	\$ 9,558	\$ 235,791	\$32,175	\$ (203,616)	\$ 99,539		\$ (104,077)
Woodinville	\$ 14,073	\$ 6,837	\$ 7,864	\$ 28,774	\$31,495	\$ 2,721	\$ -		\$ 2,721
Yarrow Pt	\$ 1,316	\$ 615	\$ 744	\$ 2,675	\$2,838	\$ 163	\$ -		\$ 163
Unincorp. King County	\$ 631,202	\$ 913,145	\$ 216,112	\$ 1,760,459	\$ 851,559	\$ (908,901)	\$ -		\$ (908,901)
Total	\$ 1,964,128	\$ 3,035,749	\$ 726,604	\$ 5,726,481	\$ 2,958,247	\$ (2,768,235)	\$ 898,614	\$ -	\$ (1,869,621)

Summary	Field Cost	Shelter Cost	Licensing Cost	Total Cost
Budgeted Total Allocable Cost	\$ 2,131,128	\$ 3,158,949	\$ 806,604	\$ 6,096,681
Budgeted Non-Licensing Reve	\$ 167,000	\$ 123,200	\$ 80,000	\$ 370,200
Budgeted New Regional Reve	\$ -	\$ -	\$ -	\$ -
Budgeted Net Allocable Cost	\$ 1,964,128	\$ 3,035,749	\$ 726,604	\$ 5,726,481

*Pet License assumption based on most favorable of 2015 Actual or the period August 1 2015 - July 31, 2016.

Burien in/out? out
 Kirkland in/out in
 Field Scenario 3d

Status Quo

2018 Estimated Payment Calculation - Kirkland Not Included

Jurisdiction	Cost Allocation				Pet Licensing Revenue*	Estimated Net Cost	Credits	Licensing Support	Net Final Cost
	Field Cost	Shelter Cost	Licensing Cost	Total Cost					
	(a)	(b)	(c)	a+b+c = (d)	(e)	e - d = (f)	(g)	(h)	f + g + h = (i)
Beaux Arts	\$ 424	\$ 193	\$ 296	\$ 913	\$1,211	\$ 298	\$ -		\$ 298
Bellevue	\$ 155,400	\$ 189,373	\$ 98,823	\$ 443,596	\$357,953	\$ (85,643)	\$ -		\$ (85,643)
Black Diamond	\$ 8,955	\$ 16,466	\$ 4,439	\$ 29,860	\$17,226	\$ (12,634)	\$ 4,028		\$ (8,606)
Burien	\$ -	\$ -	\$ -	\$ -	\$0	\$ -	\$ -	\$ -	\$ -
Carnation	\$ 4,807	\$ 4,926	\$ 1,725	\$ 11,459	\$7,870	\$ (3,589)	\$ 552		\$ (3,037)
Clyde Hill	\$ 2,615	\$ 2,593	\$ 2,188	\$ 7,396	\$7,405	\$ 9	\$ -		\$ 9
Covington	\$ 61,623	\$ 124,115	\$ 16,838	\$ 202,576	\$81,574	\$ (121,002)	\$ 64,918	\$ -	\$ (56,084)
Duvall	\$ 13,996	\$ 13,496	\$ 6,675	\$ 34,168	\$25,214	\$ (8,954)	\$ -		\$ (8,954)
Enumclaw	\$ 35,660	\$ 56,521	\$ 9,794	\$ 101,976	\$43,207	\$ (58,769)	\$ 30,892		\$ (27,877)
Issaquah	\$ 70,834	\$ 46,553	\$ 20,397	\$ 137,785	\$69,893	\$ (67,892)	\$ -		\$ (67,892)
Kenmore	\$ 47,244	\$ 14,375	\$ 18,485	\$ 80,105	\$84,099	\$ 3,994	\$ -		\$ 3,994
Kent	\$ 308,436	\$ 868,194	\$ 77,740	\$ 1,254,371	\$295,847	\$ (958,524)	\$ 546,401	\$ -	\$ (412,123)
Kirkland	\$ -	\$ -	\$ -	\$ -	\$0	\$ -	\$ -		\$ -
Lake Forest Park	\$ 24,563	\$ 8,334	\$ 12,359	\$ 45,256	\$43,421	\$ (1,835)	\$ -		\$ (1,835)
Maple Valley	\$ 61,916	\$ 86,924	\$ 20,892	\$ 169,732	\$91,004	\$ (78,728)	\$ 15,100	\$ -	\$ (63,628)
Mercer Island	\$ 19,348	\$ 25,820	\$ 16,013	\$ 61,181	\$55,062	\$ (6,119)	\$ -		\$ (6,119)
Newcastle	\$ 21,608	\$ 17,102	\$ 7,409	\$ 46,119	\$33,673	\$ (12,446)	\$ -	\$ -	\$ (12,446)
North Bend	\$ 17,543	\$ 17,925	\$ 6,458	\$ 41,926	\$25,835	\$ (16,091)	\$ 1,376		\$ (14,715)
Redmond	\$ 71,131	\$ 75,106	\$ 36,936	\$ 183,173	\$123,223	\$ (59,950)	\$ -		\$ (59,950)
Sammamish	\$ 63,675	\$ 64,969	\$ 43,721	\$ 172,365	\$171,741	\$ (624)	\$ -		\$ (624)
SeaTac	\$ 95,621	\$ 228,918	\$ 14,828	\$ 339,367	\$46,624	\$ (292,743)	\$ 135,808		\$ (156,935)
Shoreline	\$ 122,732	\$ 35,417	\$ 41,733	\$ 199,881	\$142,533	\$ (57,348)	\$ -		\$ (57,348)
Snoqualmie	\$ 16,658	\$ 20,270	\$ 8,878	\$ 45,806	\$31,235	\$ (14,571)	\$ -		\$ (14,571)
Tukwila	\$ 65,893	\$ 165,083	\$ 10,491	\$ 241,466	\$32,175	\$ (209,291)	\$ 99,539		\$ (109,752)
Woodinville	\$ 17,470	\$ 7,452	\$ 8,641	\$ 33,563	\$31,495	\$ (2,068)	\$ -		\$ (2,068)
Yarrow Pt	\$ 1,317	\$ 670	\$ 818	\$ 2,804	\$2,838	\$ 34	\$ -		\$ 34
Unincorp. King County	\$ 655,657	\$ 945,151	\$ 237,638	\$ 1,838,447	\$ 851,559	\$ (986,888)	\$ -		\$ (986,888)
Total	\$ 1,965,128	\$ 3,035,949	\$ 724,213	\$ 5,725,290	\$ 2,673,917	\$ (3,051,374)	\$ 898,614	\$ -	\$ (2,152,760)

Summary	Field Cost	Shelter Cost	Licensing Cost	Total Cost
Budgeted Total Allocable Cost	\$ 2,126,128	\$ 3,154,149	\$ 801,213	\$ 6,081,490
Budgeted Non-Licensing Reve	\$ 161,000	\$ 118,200	\$ 77,000	\$ 356,200
Budgeted New Regional Reve	\$ -	\$ -	\$ -	\$ -
Budgeted Net Allocable Cost	\$ 1,965,128	\$ 3,035,949	\$ 724,213	\$ 5,725,290

*Pet License assumption based on most favorable of 2015 Actual or the period August 1 2015 - July 31, 2016.

Burien in/out? out
 Kirkland in/out out
 Field Scenario 3d

Valid Scenario

Benefits of a Regional Animal Services System

Attachment D

Effective and Efficient Service

- Provide **equity of service**, consistent level of service, common regulatory approach, and support humane animal care across the region.
- **Centralization efficiency and effectiveness** in:
 - Serving as a **single access point for residents** for animal related issues
 - Providing a **centralized database** of historical and current information, regarding residents, location and animal data related to pet licensing and animal control activities
 - An economy of scale to provide a full range of services and the ability to respond to large scale issues, efficiency in operations, database administration, staff training, etc.
- **Reducing demands on individual jurisdictions:**
 - **Communications** from the media, advocacy groups and other interested parties on animal issues (e.g. public disclosure requests)
 - **Local police agencies to focus on traditional law enforcement** instead of civil animal nuisances and offenses
 - **Local court systems do not deal with animal related civil appeal processes**
 - **Local jurisdictions are not involved in court proceedings** for Superior Court appeals of actions or lawsuit response
- Builds **economies of scale** to provide a full range of services, making it less expensive to develop operations, training, licensing and care programs than it would be for cities to duplicate similar levels of services at the local level.
- Supports **low-cost spay and neuter programs** which are key to reducing the population of homeless animals and thus reducing the costs of the system over time.
- Use of **volunteers and partnerships** with private animal welfare groups increases humane animal treatment with minimal public cost. In 2015, volunteers contributed over 90,000 hours of support to the County animal services system as foster parents or providing direct adoptable animal care, equivalent to 45 FTEs.

Customer Service

- Provides a **single access point for residents** seeking animal control help.
- A regional, **uniform pet licensing program** that is easier for the public to access and understand, with a broad range of accompanying services to encourage licensing; marketing, partnering with third parties to encourage license sales, and database management.
- **Online licensing sales increase the ease of compliance** for pet owners.
- **Pet Adoption Center is open and provides lost pet and adoption services 7 days a week.**

Benefits of a Regional Animal Services System

Attachment D

Public Health and Safety

- Provides the ability to identify and **respond to public health issues related to animals**, such as rabies, on a regional basis and **coordinate activities with Seattle King County Public Health**
- **Reduces animal health and public health threats** through routine vaccination of animals before release (e.g. Rabies).
- **Scale provides capacity to handle unusual and multi-jurisdictional events** involving animals that often require specialized staff, such as: cruelty investigations, animal hoarding, loose livestock, dog-fighting, animal necropsies and quarantine, holding of animals seized in criminal cases and retrieval of deceased animals from the communities.
- **Provides consistent and knowledgeable field services to over 5,300 callers per year.** Calls are dispatched on a prioritized basis. Emergency response field services are available 24 hours per day.

Animal Welfare

- Animals find new homes and are not euthanized for capacity. **Euthanasia** rates have been reduced down to **12% in 2015**, an amazing accomplishment for a public shelter.
- Engages hundreds of animal loving residents through **the foster home program and other volunteer programs** (on-site and adoption events).
- **Provides regional response to animal cruelty cases** working closely with jurisdictional law enforcement.
- Provides **regional preparedness planning** and coordination with the King County Office of Emergency Management for emergency and disaster response.
- **Provides regional capacity for seasonal events** (annual new born kitten season).
- The RASKC Benefit donation fund allows county employees and **private donors to contribute to the extraordinary care** of animals—these services, such as veterinary specialists or orthopedic surgery, are typically not publicly funded and are not usually available in publicly funded animal service programs.



Regional Animal Services of King County 2018 Inter-local Agreement

Introduction – Presentation Overview

- I. Overview of Regional Animal Services
- II. Overview of current (2015-2017) ILA
- III. 2018 ILA – Agreement in Principle (changes from current ILA)
- IV. Timeline

I. Overview

OVERVIEW, BENEFITS AND SERVICES

Overview

- Regional Animal Services of King County (RASKC) serves 25 cities and unincorporated King County
 - 1 million residents
 - Estimated 500k animals
 - 1100 square miles
- RASKC mission: “Provide King County with sustainable, cost effective services that protect people and animals, while providing humane animal care.”
- Current ILA (is a 2 year extension of 2013-2015 ILA; covering 2016 and expires at the end of 2017)
- RASKC provides for 3 core services and ancillary support for regional program
- Core Services
 - Field Services
 - Shelter Services
 - Licensing Services
- Ancillary support of the regional program include;
 - Responding to (300+ annual) public disclosure requests;
 - Responding to media and constituent inquiries and requests;
 - Adjudicating civil infractions;
 - Conducting animal cruelty investigations
 - (See “Benefits of Regional Animal Services Program” for more information)

Benefits of a Regional Animal Service System

Effective and Efficient Service

- Provide equity of service, consistent level of service, common regulatory approach, and support humane animal care across the region.
- Centralization efficiency and effectiveness in:
 - Serving as single access point for residents for animal related issues
 - Providing a centralized database of historical and current information, regarding residents, location and animal data related to pet licensing and animal control activities
 - An economy of scale to provide a full range of services and the ability to respond to large scale issues, efficiency in operations, database administration, staff training, etc.
- Reducing demands on individual jurisdictions:
 - Communications from the media, advocacy groups and other interested parties on animal issues (e.g. public disclosure requests)
 - Local police agencies to focus on traditional law enforcement instead of civil animal nuisances and offenses
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 - Local jurisdictions are not involved in court proceedings for Superior Court appeals of actions or lawsuit response
- Builds economies of scale to provide a full range of services, making it less expensive to develop operations, training, licensing and care programs than it would be for cities to duplicate similar levels of services at the local level.
- Supports low-cost spay and neuter programs which are key to reducing the population of homeless animals and thus reducing the costs of the system over time.
- Use of volunteers and partnerships with private animal welfare groups increases humane animal treatment with minimal public cost. In 2015, volunteers contributed over 90,000 hours of support to the County animal services system as foster parents or providing direct adoptable animal care, equivalent to 45 FTEs.

Benefits of a Regional Animal Services System

Customer Service

- Provides a single access point for residents seeking animal control help
- A regional, uniform pet licensing program that is easier for the public to access and understand, with a broad range of accompanying services to encourage licensing; marketing, partnering with third parties to encourage license sales, and database management
- Online licensing sales increase the ease of compliance for pet owners
- Pet Adoption Center is open and provides lost pet and adoption services 7 days a week

Benefits of a Regional Animal Services System

Public Health and Safety

- Provides the ability to identify and respond to public health issues related to animals, such as rabies, on a regional basis and coordinate activities with Seattle King County Public Health
- Reduces animal health and public health threats through routine vaccination of animals before release (e.g. Rabies)
- Scale provides capacity to handle unusual and multi-jurisdictional events involving animals that often require specialized staff, such as : cruelty investigations, animal hoarding, loose livestock, dog-fighting, animal necropsies and quarantine, holding of animals seized in criminal cases and retrieval of deceased animals from the communities.
- Provides consistent and knowledgeable field services to over 5,300 callers per year. Calls are dispatched on a prioritized basis. Emergency response field services are available 24 hours per day.

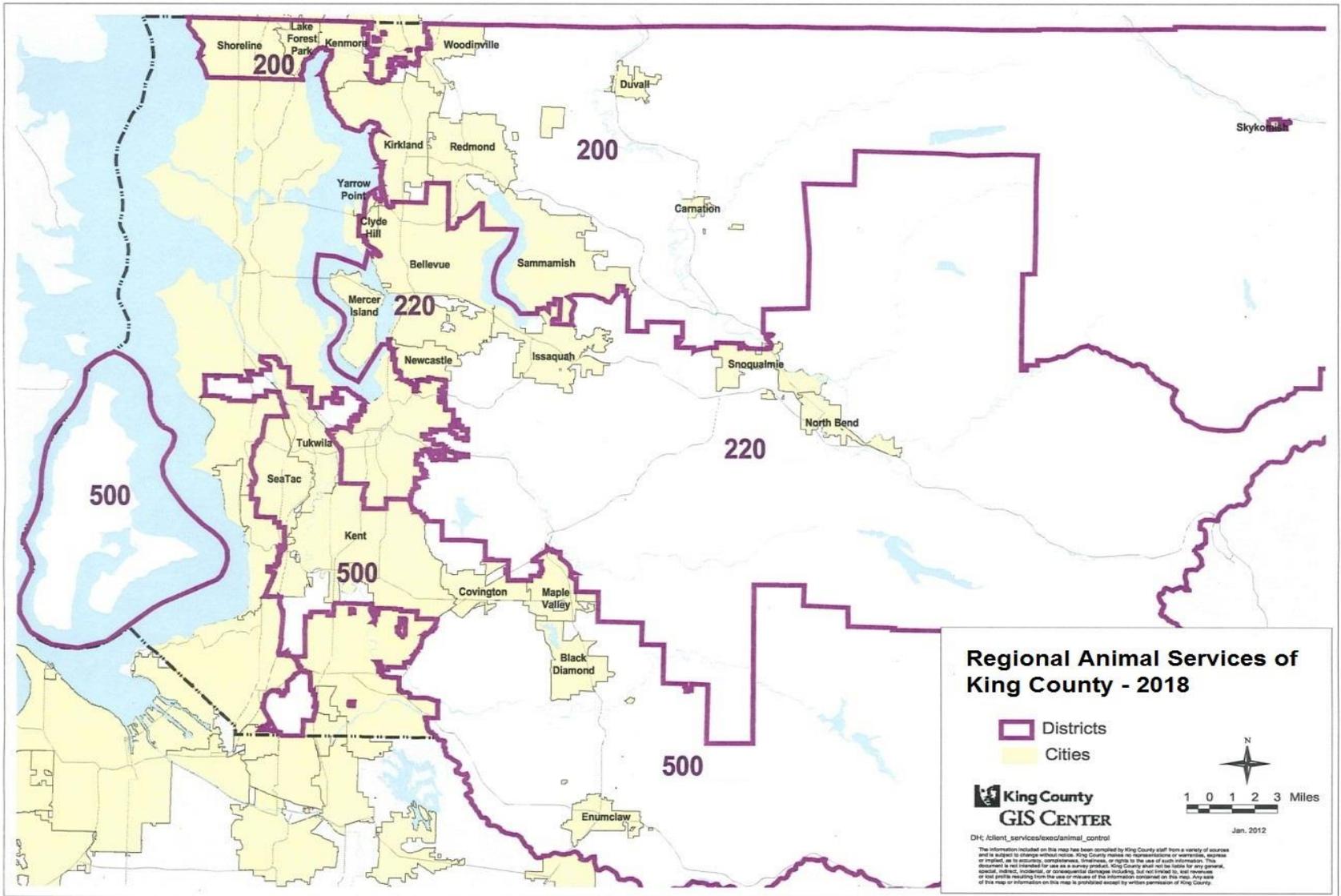
Benefits of a Regional Animal Services System

Animal Welfare

- Animals find new homes and are not euthanized for capacity. Euthanasia rates have been reduced down to 12% in 2015, an amazing accomplishment for a public shelter.
- Engages hundreds of animal loving residents through the foster home program and other volunteer programs (on-site and adoption events).
- Provides regional response to animal cruelty cases working closely with jurisdictional law enforcement
- Provides regional preparedness planning and coordination with the King County Office of Emergency Management for emergency and disaster response
- Provides regional capacity for seasonal events (annual new born kitten season)
- The RASKC Benefit donation fund allows county employees and private donors to contribute to the extraordinary care of animals – these services, such as veterinary specialists or orthopedic surgery, are typically not publicly funded and are not unusually available in publicly funded service programs.

Services: Field

- 3 districts; North, East, South (see map)
- 5,000 calls/year
- Prioritized (1-6)calls for response
 - Priority 1 emergent threat to human
 - Priority 2 emergent threat to animal
 - Priority 3 potential threat (human or animal)
 - Priority 4 non-emergency
 - Priority 5 nuisance
 - Priority 6 (Informational only – not included for cost allocation)



RASKC Partner City List

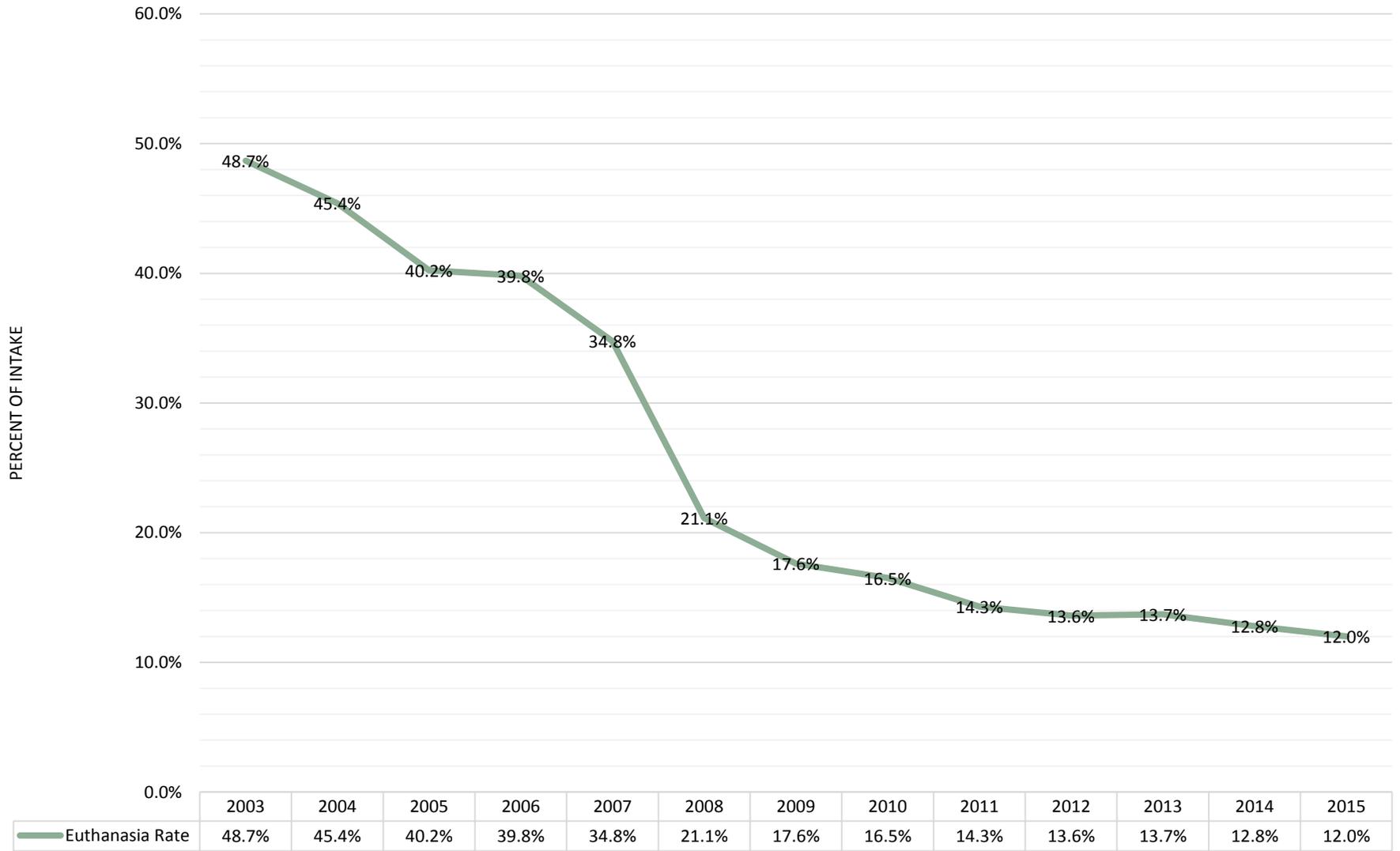
District 200 (North)	District 220 (East)	District 500 (South)
Carnation	Town of Beaux Arts	Black Diamond
Duvall	Bellevue	Covington
Kenmore	Clyde Hill	Enumclaw
Kirkland	Issaquah	Kent
Lake Forest Park	Mercer Island	Maple Valley
Redmond	Newcastle	SeaTac
Sammamish	North Bend	Tukwila
Shoreline	Snoqualmie	
Woodinville	Yarrow Point	

All the districts include the surrounding unincorporated King County

Services: Shelter

- General care, cleaning, medical care and nourishment of animals
- Services provided year round
- Shelter supported by more than 500 volunteers; thousands of hours of support
- 1,200 animals (2015) placed in foster care homes
- Shelter Euthanasia rate at all time low (2015 = 12.0%)

Shelter Euthanasia Rate - KCAC & RASKC



Services: Licensing

- Operations and maintenance of unified system to license pets
- 100k pets licensed in program
- 450 contract sales partners
- Partner with city's on marketing
 - Community events
 - Mailing programs
 - Robust web and social media presence
 - Neighborhood marketing (canvassing)
 - 2015 \$1 expenditure on canvassing; returned \$2.02

II. Current ILA

2015-2017

RASKC Projected Revenue Sources

Revenue Source	Amount
Pet Licensing Revenue	\$5,599,872
Pet Licensing Late Fees	\$160,000
Animal Adoption Fees	\$150,000
Animal Business Licensing	\$3,000
Civil Penalties/Pet License Fines	\$220,000
Miscellaneous Fees	\$238,800
City Payment for Services	\$1,589,000
City Rebate	(\$6,000)
Enhanced Services	\$511,226
General Fund	\$5,262,000
Animal Bequest Fund (Donations)	\$280,000
Total Revenues	\$14,007,898

Overview of County Contribution to RASKC Program

- \$5.26 million County General Fund support for animal services as follows in the 2015-2016 budget:
 - \$1.6 million KC expense as a member/user of services (approximately 1/3 of all intakes, calls and licenses sold are Uninc. KC).
 - \$3.6 million KC expense to support the program in two areas:
 - \$1.8 million KC sponsored support of primarily high shelter intake cities from south KC.; and
 - \$1.8 million KC funded items not included in RASKC model for:
 - a. enhancing the shelter outcomes of animals and supporting the low euthanasia goal of RASKC
 - b. county central service rates/expenses increased outside of model 2015/2016

ILA cost allocation model

- Services provided under the contract are divided into three categories: control (officers responding to events in the field); shelter; and licensing.
- Cities must purchase all three services. Costs of animal services are allocated among the parties based on two factors: population (20%) and system use (80%).
- All pet licensing revenues are credited to the jurisdiction in which they are generated as an offset against costs otherwise payable, except that revenues received in excess of costs are redistributed within the system to benefit all parties.

ILA cost allocation model: Control Services

- **Control Services** costs are shared by the 3 geographic Control Districts, with 25% allocated each to Districts 200 and 220 and 50% to District 500. Each Contracting Party located within a Control District is allocated a share of Control District costs based 80% on the Party's relative share of total Calls for Service within the Control District and 20% on its relative share of total population within the Control District.

ILA cost allocation model: Shelter Services

- **Shelter Services** costs are allocated among all Contracting Parties based 20% on their relative population and 80% on the total shelter intake of animals attributable to each Contracting Party, except that Cities contracting for shelter services with PAWS pay only a population-based charge.

ILA cost allocation model: Licensing Services

- **Licensing Services** costs are allocated among all Contracting Parties based 20% on their relative population and 80% on the number of licenses issued to residents of each Contracting Party.

2016 Payment Calculation for Jurisdictions (A-I)

	Field Cost (a)	Shelter Cost (b)	Licensing Cost (c)	Total Cost a + b + c = (d)	Pet Lic. Rev. (e)	Credit (f)	Licensing Support (g)	Net Final Cost d - e - f - g = (h)
Total budgeted net allocable cost	\$1,781,768	\$2,901,014	\$662,019	\$5,344,801	\$2,871,462	\$898,614	\$167,599	\$1,407,127
Beaux Arts	\$698	\$172	\$244	\$1,115	\$1,005	--	--	\$110
Bellevue	\$134,005	\$180,680	\$83,122	\$397,807	\$352,493	--	--	\$45,314
Black Diamond	\$8,453	\$12,234	\$3,743	\$24,430	\$16,997	\$ 4,472	--	\$2,961
Carnation	\$3,418	\$4,097	\$1,535	\$9,051	\$6,932	\$552	--	\$1,567
Clyde Hill	\$3,024	\$1,735	\$1,857	\$6,616	\$7,686	--	--	(\$1,070)
Covington	\$52,812	\$120,512	\$12,283	\$185,607	\$79,714	\$41,479	\$10,000	\$54,414
Duvall	\$11,971	\$18,951	\$5,528	\$36,450	\$24,497	--	--	\$11,953
Enumclaw	\$33,213	\$43,229	\$8,300	\$84,742	\$39,931	\$39,595	--	\$5,216
Issaquah	\$65,919	\$38,177	\$16,698	\$120,794	\$68,117	--	--	\$52,677

2016 Payment Calculation for Jurisdictions (A-I)

	Field Cost (a)	Shelter Cost (b)	Licensing Cost (c)	Total Cost a + b + c = (d)	Pet Lic. Rev. (e)	Credit (f)	Licensing Support (g)	Net Final Cost d - e - f - g = (h)
Total budgeted net allocable cost	\$1,781,768	\$2,901,014	\$662,019	\$5,344,801	\$2,871,462	\$898,614	\$167,599	\$1,407,127
Beaux Arts	\$698	\$172	\$244	\$1,115	\$1,005	--	--	\$110
Bellevue	\$134,005	\$180,680	\$83,122	\$397,807	\$352,493	--	--	\$45,314
Black Diamond	\$8,453	\$12,234	\$3,743	\$24,430	\$16,997	\$ 4,472	--	\$2,961
Carnation	\$3,418	\$4,097	\$1,535	\$9,051	\$6,932	\$552	--	\$1,567
Clyde Hill	\$3,024	\$1,735	\$1,857	\$6,616	\$7,686	--	--	(\$1,070)
Covington	\$52,812	\$120,512	\$12,283	\$185,607	\$79,714	\$41,479	\$10,000	\$54,414
Duvall	\$11,971	\$18,951	\$5,528	\$36,450	\$24,497	--	--	\$11,953
Enumclaw	\$33,213	\$43,229	\$8,300	\$84,742	\$39,931	\$39,595	--	\$5,216
Issaquah	\$65,919	\$38,177	\$16,698	\$120,794	\$68,117	--	--	\$52,677

2016 Payment Calculation for Jurisdictions (S-Z)

	Field Cost (a)	Shelter Cost (b)	Licensing Cost (c)	Total Cost a + b + c = (d)	Pet Lic. Rev. (e)	Credit (f)	Licensing Support (g)	Net Final Cost d - e - f - g = (h)
Total budgeted net allocable cost	\$1,781,768	\$2,901,014	\$662,019	\$5,344,801	\$2,871,462	\$898,614	\$167,599	\$1,407,127
Sammamish	\$48,403	\$57,096	\$36,219	\$141,718	\$152,390	--	--	(\$10,672)
SeaTac	\$86,299	\$197,573	\$12,202	\$296,074	\$44,986	\$124,053	--	\$127,035
Shoreline	\$91,763	\$31,311	\$34,459	\$157,533	\$137,770	--	--	\$19,763
Snoqualmie	\$14,154	\$17,817	\$7,467	\$39,438	\$31,309	--	--	\$8,129
Tukwila	\$58,086	\$143,671	\$8,767	\$210,524	\$32,879	67,242	--	\$110,403
Unincorporated King County	\$569,010	\$844,496	\$197,417	\$1,610,923	\$868,367	--	--	\$742,556
Woodinville	\$11,152	\$6,458	\$7,007	\$24,617	\$30,428	--	--	(\$5,811)
Yarrow Point	\$606	\$586	\$665	\$1,857	\$2,903	--	--	(\$1,046)

III. Changes from Current ILA

2018

Summary of changes from 2016-2017 ILA

Services and Districts to remain the same

Cost allocation methodology to remain the same (80% based on service usage, 20% based on jurisdiction population; Note: usage is to be based on a 3 year rolling average)

5 year term (effective January 1, 2018 – through December 31, 2022)

Additional five year automatic extension; Opt out of automatic extension by providing notice by June 30, 2021

Limited Re-Opener upon Notice of Termination, if any city or cities opts out of the second term, and the resulting cost impact to any remaining party is not estimated to exceed 10%, the Agreement shall automatically extend for a second five year term, to December 31, 2027 subject to agreement adjusting the ILA as necessary based on parties departing the system.

Summary of changes from 2016-2017 ILA

Latecomers, allowed prior to the termination or expiration of Agreement, but only if the additional party will not cause an increase any City's net costs payable to the County or decrease in services provided under this Agreement.

Retain shelter credits (no Transition or Licensing support credits)

Jurisdiction revenue in excess of jurisdictions costs –used to reduce regional model support expenses (County General Fund expenses that are not charged to model)

Note: Kirkland has indicated a likelihood of departing the regional model – so we have provided two cost estimates – one with Kirkland remaining in the model and one with Kirkland departing the regional system. King County will continue to work with city partners to mitigate cost impacts of Kirkland potentially departing the system. Our next scheduled negotiations meeting is September 21, 2016.

Summary of changes from 2016-2017 ILA

- ILA consists of 16 “contract sections”
 - 8 sections are more proforma / boiler plate
 - 8 sections are core / substantive
- Section 2: Services
 - No changes proposed
- Section 3: City Obligations
 - Change = current date added
- Section 4: Term
 - 5 year term; extension, reopener, latecomers
- Section 5: Compensation
 - 3 year rolling averages for usage, eliminate preliminary estimating, one payment per year, retain sheltering credits, excess revenues flow to County GF support costs – for expense not included in regional model costs to cities.

Summary of changes from 2016-2017 ILA

- Section 6: Reconciliation
 - No changes
- Section 7: Regional Revenue and Licensing Revenue Support
 - Remove references to “New regional Revenue” remove Licensing Credits references
- Section 11: Joint City County Collaborative Initiatives
 - Remove specific’s “a-q”; add in focus on revenues, costs and services

Contract section	Changes from 2016-2017 ILA
1. Definitions	To be updated by 12/31/16
2. Services Description	No changes
Exhibit A = Description of Services	No changes
Exhibit B = Control Districts & map	No changes
Exhibit E – (Optional) Enhanced Services)	No changes
3. City Obligations (code adoption Authorization, Cooperation/Licensing Support)	Updated service start date to January 1, 2018
4. Term	5 year term Additional five year automatic extension Opt out of automatic extension by providing notice by June 30, 2021 Limited Re-Opener Upon Notice of Termination, if any city or cities opts out of the second term, and the resulting cost impact to any remaining party is not estimated to exceed 10%, the Agreement shall automatically extend for a second five year term, to December 31, 2027. Latecomers, allowed prior to the termination or expiration of Agreement, but only if the additional party will not cause an increase <u>any City's</u> net costs payable to the County or decrease in services provided under this Agreement.
5. Compensation	3 year rolling averages for usage Eliminate preliminary estimating One payment/year Retain shelter credits Excess revenue shared to reduce County GF item not in model
Exhibit C – Calculation of Estimated Payments	To be updated to reflect changes noted above
Exhibit C-1 2018 Estimated Payment Calculation	To be updated to reflect changes noted above
Exhibit C-2 Population, Calls for Service and Licensing Data for Jurisdictions – Used to Derive 2018 Payment Calculation	To be updated to reflect changes noted above
Exhibit C-3 Calculation of Budgeted Allocable Costs, Budgeted Total Non-Licensing Revenue and Budgeted Net Allocable Costs	To be updated to reflect changes noted above

Contract section	Changes from 2016-2017 ILA
Exhibit C-4 Calculation and Allocation of Funding Credit, Shelter Credit and Estimated New regional Revenue	To be updated to reflect changes noted above Remove references to Transition Funding Credits (removed) Remove references to New Regional Revenue
Exhibit C-5 Licensing Revenue Support	Deleted
Exhibit C-6 Summary of calculation Periods for Use and Population Components	To be updated to reflect changes noted above
Exhibit C-7 Payment and Calculation Schedule	To be updated to reflect changes noted above
6. Reconciliation	No changes
Exhibit D Reconciliation	To be updated/revise
7. Regional Revenue Generation and Licensing Revenue Support	Remove references to New Regional Revenue Remove Licensing Credits (& Licensing Support Cities references)
Exhibit C-5 Licensing Revenue Support	To be Deleted
Exhibit F – (optional) Licensing Support	Update to reflect changes noted above, including removing reference to Exhibit C-5
8. Mutual Covenants/Independent Contractor	No changes
9. Indemnification and Hold Harmless	No changes
10. Dispute Resolution	No changes
11. Joint City County Committee and Collaborative Initiatives	Focus on revenues and costs and program service lines (removed specific initiatives topics list “a-q”)
12. Reporting	No changes
13. Amendments	No changes
14. General Provisions	No changes
15. Terms to Implement Agreement	Delete from ILA

IV. Timeline

ILA CONTRACTING MILESTONES

Timeline: 2018 ILA Contracting Milestones

Date	Item Description
By September 1, 2016	Draft Agreement in Principle completed
By December 31, 2016	Cities confirm Non-Binding Mutual Interest based on Agreement in Principle
By December 31, 2016	County provides draft contract – based on Agreement in Principle
January 2017	Cities and County meet; finalize cost allocation and contract changes based on cities providing non-binding intent to contract
By March 1, 2017	Cities provide notice to County of final intent to contract
By June 1, 2017	City Councils approve contract

Questions

Regional Animal Services Interlocal Agreement for 2018 Through 2022

1. **Definitions.** Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this Agreement:
 - a. **"Agreement"** means this Animal Services Interlocal Agreement for 2018 Through 2022 between the Parties including any and all Exhibits hereto, unless the context clearly indicates an intention to reference all such Agreements by and between the County and other Contracting Cities.
 - b. **"Animal Services"** means Control Services, Shelter Services and Licensing Services combined, as these services are described in **Exhibit A**. Collectively, "Animal Services" are sometimes referred to herein as the **"Program."**
 - c. **"Enhanced Control Services"** are additional Control Services that the City may purchase under certain terms and conditions as described in **Exhibit E** (the "Enhance Control Services Contract").
 - d. **"Contracting Cities"** means all cities that are parties to an Agreement.
 - e. **"Parties"** means the City and the County.
 - f. **"Contracting Parties"** means all Contracting Cities and the County^[AN1].
 - g. **"Control District"** means one of the three geographic areas delineated in **Exhibit B** for the provision of Animal Control Services.
 - h. **"Service Year"** means the calendar year in which Animal Services are or were provided.
 - i. **"Latecomer City"** means a city receiving animal services under an agreement with the County executed after January, 2018, per the conditions of Section 4.a.

[AN1]



Alberg, Norm

Definitions for Items g through j and l, will be provided in final contract language

Animal Services Interlocal Agreement for 2018 Through 2022

2. **Services Provided.** Beginning January 1, 2018, the County will provide the City with Animal Services described in **Exhibit A**. The County will perform these services consistent with governing City ordinances adopted in accordance with Section 3. In providing such Animal Services consistent with **Exhibit A**, the County will engage in good faith with the Joint City-County Committee to develop potential adjustments to field protocols; provided that, the County shall have sole discretion as to the staffing assigned to receive and dispatch calls and the manner of handling and responding to calls for Animal Service. Except as set forth in Section 9 (Indemnification and Hold Harmless), services to be provided by the County pursuant to this Agreement do not include services of legal counsel, which shall be provided by the City at its own expense.
 - a. **Enhanced Control Services.** The City may request Enhanced Control Services by completing and submitting **Exhibit E** to the County. Enhanced Services will be provided subject to the terms and conditions described in **Exhibit E**, including but not limited to a determination by the County that it has the capacity to provide such services.

Animal Services Interlocal Agreement for 2018 Through 2022

3. City Obligations.

- a. Animal Regulatory Codes Adopted. To the extent it has not already done so, the City shall promptly enact an ordinance or resolution that includes license, fee, penalty, enforcement, impound/ redemption and sheltering provisions that are substantially the same as those of Title 11 King County Code as now in effect or hereafter amended (hereinafter "the City Ordinance"). The City shall advise the County of any City animal care and control standards that differ from those of the County.
- b. Authorization to Act on Behalf of City. Beginning January 1, 2018, the City authorizes the County to act on its behalf in undertaking the following:
 - i. Determining eligibility for and issuing licenses under the terms of the City Ordinance, subject to the conditions set forth in such laws.
 - ii. Enforcing the terms of the City Ordinance, including the power to issue enforcement notices and orders and to deny, suspend or revoke licenses issued thereunder.
 - iii. Conducting administrative appeals of those County licensing determinations made and enforcement actions taken on behalf of the City. Such appeals shall be considered by the King County Board of Appeals unless either the City or the County determines that the particular matter should be heard by the City.
 - iv. Nothing in this Agreement is intended to divest the City of authority to independently undertake such enforcement actions as it deems appropriate to respond to violations of any City ordinances.
- c. Cooperation and Licensing Support. The City will assist the County in its efforts to inform City residents regarding animal codes and regulations and licensing requirements and will promote the licensing of pets by City residents through various means as the City shall reasonably determine, including but not limited to offering the sale of pet licenses at City Hall, mailing information to residents (using existing City communication mechanisms such as bill inserts or community newsletters) and posting a weblink to the County's animal licensing program on the City's official website. The City will provide to the County accurate and timely records regarding all pet license sales processed by the City. All proceeds of such sales shall be remitted to the County by the City on a quarterly basis (no later than each March 31, June 30, September 30, and December 31).

Animal Services Interlocal Agreement for 2018 Through 2022

4. Term. This Agreement shall be effective as of January 1, 2018 and shall remain in effect for an initial term ending on December 31, 2022. This Agreement shall automatically extend upon the same terms and conditions for an additional five year term thereafter (commencing January 1, 2023, and expiring on December 31, 2027), unless otherwise terminated as provided herein.

Latecomers. The County may sign an agreement with additional cities for provision of animal services prior to the termination or expiration of this Agreement, but only if the additional party will not cause an increase in the City's Estimated Net Final Cost, for cities with an Estimated Net Final Cost below zero (\$0.00) and payable to the County or decrease the City's services provided under this Agreement.

a.

b. **Termination and Notice of Termination.** Any party may, without cause and in its sole discretion, determine not to renew this Agreement for a second term by providing written notice of its decision to the other parties no later June 30, 2021

2. **Limited Re-Opener Upon Notice of Termination.** If any city or cities opt out of the second term, and the resulting cost impact to any remaining party is not estimated to exceed 10%, the Agreement shall automatically extend for a second five year term, to December 31, 2027, with revised terms as needed to adjust the Agreement for the departing city or cities, agreed to in writing by the remaining parties, that substantially carry forward the levels of service and calculation of costs specified for the initial term. For purposes of determining the cost impact, "not estimated to exceed 10%" shall be determined based on the Estimated Animal Services Cost Allocation to the City (the cost allocation before revenue and credit off-sets) as noted in the Estimated Payment Calculation that includes the non-renewing city, compared to the Estimated Animal Services Cost Allocation to the City in the Estimated Payment Calculation that excludes the non-renewing city. If the parties do not reach agreement on such revised terms by March 1, 2022, the automatic extension is not effective, and this Agreement shall terminate at the end of the initial term.

a.

Animal Services Interlocal Agreement for 2018 Through 2022

5. **Compensation.** The County will develop an Estimated Payment calculation for each Service Year using the formulas described in **Exhibit C**, and shall transmit the payment information to the City according to the schedule described below. The County will also calculate and inform the City as to the Reconciliation Adjustment Amount on or before June 30 of each year, as described in Section 6 below and **Exhibit D**, in order to reconcile the Estimated Payment made by the City.. The City will pay the Estimated Payment, and any applicable Reconciliation Adjustment Amounts as follows (a list of all payment-related notices and dates is included at **Exhibit C-7**):
- a. Service Year 2018: The County will provide the City with a calculation of the Estimated Payment amounts for Service Year 2018 on or before December 15, 2017, which shall be derived from the Estimated 2018 Payment Amount set forth on **Exhibit C-1**, adjusted if necessary based on the Contracting Cities and other updates to Calendar Year data in **Exhibit C-2**. The City will pay the County the Estimated Payment Amounts for Service Year 2018 on or before August 15, 2018. The Reconciliation Adjustment Amount for Service Year 2018 shall be paid by the City, or by the County if the calculation shows the City is entitled to receive a payment from the county, on or before August 15, 2019, as described in Section 6.
 - b. Service Years after 2018.
 - i. Estimated Payment Determined by December 15. The Estimated Payment amounts for the upcoming Service Year will be determined by the County following adoption of the County's budget and applying the formulas in **Exhibit C**.
 - ii. Estimated Payment Due August 15. The City will pay the County the Estimated Payment Amount on or before August 15. .
 - iii. The Reconciliation Adjustment Amount for the prior Service Year shall be paid on or before August 15 of the following calendar year, as described in Section 6.
 - iv. If a Party fails to pay an Estimated Payment or Reconciliation Adjustment Amount within 15 days of the date owed, the Party owed shall notify the owing Party that they have ten (10) days to cure non-payment. If the Party fails to cure its nonpayment within this time period following notice, the amount owed shall accrue interest thereon at the rate of 1% per month from and after the original due date and, if the nonpaying Party is the City, the County at its sole discretion may withhold provision of Animal Services to the City until all outstanding amounts are paid. If the nonpaying Party is the County, the City may withhold future Estimated Payments until all

Animal Services Interlocal Agreement for 2018 Through 2022

outstanding amounts are paid. Each Party may examine the other's books and records to verify charges.

- v. Unless the Parties otherwise direct, payments shall be submitted to the addresses noted at Section 14.g.
- c. Payment Obligation Survives Expiration or Termination of Agreement. The obligation of the City (or as applicable, the County), to pay an Estimated Payment Amount or Reconciliation Adjustment Amount for a Service Year included in the term of this Agreement shall survive the Expiration or Termination of this Agreement. For example, if this Agreement terminates on December 31, 2022, the Estimated 2022 Payment is nevertheless due on or before August 15, 2022, and the Reconciliation Adjustment Amount shall be payable on or before August 15, 2023.
- d. The Parties agree the payment and reconciliation formulas in this Agreement (including all Exhibits) are fair and reasonable.

Animal Services Interlocal Agreement for 2018 Through 2022

6. **Reconciliation of Estimated Payments and Revenues.** In order that the Contracting Parties share costs of the regional Animal Services Program based on their actual, rather than estimated, licensing revenues, there will be an annual reconciliation. Specifically, on or before June 30 of each year, the County will reconcile amounts owed under this Agreement for the prior Service Year by comparing each Contracting Party's Estimated Payments to the amount derived by recalculating the formulas in **Exhibit C** using actual revenue data for such Service Period as detailed in **Exhibit D**. There will also be an adjustment if necessary to account for annexations of areas with a population of 2,500 or more and for changes in relative population shares of Contracting Parties' attributable to Latecomer Cities. The County will provide the results of the reconciliation to all Contracting Parties in writing on or before June 30. The Reconciliation Adjustment Amount will be paid on or before August 15 of the then current year, regardless of the prior termination of the Agreement as per Section 5.c

Animal Services Interlocal Agreement for 2018 Through 2022

7. Regional Revenue Generation and Licensing Revenue Support

- a. The Parties intend that the provision of Animal Services becomes more financially sustainable over the term of this Agreement. The County will develop proposals designed to support this goal. The County will consult with the Joint City-County Committee on proposals to generate ~~significant~~ new revenues.
- b. The Parties do not intend for the provision of Animal Services or receipt of such Services under this Agreement to be a profit-making enterprise. Where a Contracting Party receives revenues in excess of its costs under this Agreement (including costs of PAWS shelter service and Enhanced Control Service, if applicable), they will be reinvested in the Program to reduce the costs of other Contracting Parties and to improve service delivery..
- c. Licensing Revenue Support.
 - i. A City may request licensing revenue support from the County during the term of this agreement, by executing **Attachment A to Exhibit F**. The terms and conditions under which such licensing revenue support will be provided are further described at **Exhibit C-5** and **Exhibit F**. Provision of licensing revenue support during this agreement is *subject to* the County determining it has capacity to provide such services. Provision of licensing revenue support is further subject to the Parties executing a Licensing Support Contract (**Exhibit F**).
 - ii. In addition to other terms described in **Exhibit F**, receipt of licensing revenue support is subject to the recipient City providing in-kind services, including but not limited to: assisting in communication with City residents; publicizing any canvassing efforts the Parties have agreed should be implemented; assisting in the recruitment of canvassing staff, if applicable; and providing information to the County to assist in targeting its canvassing activities, if applicable.

Animal Services Interlocal Agreement for 2018 Through 2022

8. **Mutual Covenants/Independent Contractor.** The Parties understand and agree that the County is acting hereunder as an independent contractor with the intended following results:

- a. Control of County personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the County;
- b. All County persons rendering service hereunder shall be for all purposes employees of the County, although they may from time to time act as commissioned officers of the City;
- c. The County contact person for the City staff regarding all issues arising under this Agreement, including but not limited to citizen complaints, service requests and general information on animal control services is the Manager of Regional Animal Services.

9. **Indemnification and Hold Harmless.**

- a. City Held Harmless. The County shall indemnify and hold harmless the City 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 any reason of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
- b. County Held Harmless. The City shall indemnify and hold harmless the County 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 any reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public

Animal Services Interlocal Agreement for 2018 Through 2022

law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

- c. Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility that arises in whole or in part as a result of the application of City ordinances, policies, rules or regulations that are either in place at the time this Agreement takes effect or differ from those of the County; or that arise in whole or in part based upon any failure of the City to comply with applicable adoption requirements or procedures. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.
- d. Waiver Under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

10. Dispute Resolution. Whenever any dispute arises between the Parties or between the Contracting Parties under this Agreement which is not resolved by routine meetings or communications, the disputing parties agree to seek resolution of such dispute in good faith by meeting, as soon as feasible. The meeting shall include the Chief Executive Officer (or his/her designee) of each party involved in the dispute and the Manager of the Regional Animal Services Program. If the parties do not come to an agreement on the dispute, any party may pursue mediation through a process to be mutually agreed to in good faith by the parties within 30 days, which may include binding or nonbinding decisions or recommendations. The mediator(s) shall be individuals skilled in the legal and business aspects of the subject matter of this Agreement. The

Animal Services Interlocal Agreement for 2018 Through 2022

parties to the dispute shall share equally the costs of mediation and assume their own costs.

Animal Services Interlocal Agreement for 2018 Through 2022

11. Joint City-County Committee and Collaborative Initiatives. A committee composed of 3 county representatives (appointed by the County) and one representative from each Contracting City that chooses to appoint a representative shall meet upon reasonable request of a Contracting City or the County, but in no event shall the Committee meet less than twice each year. Committee members may not be elected officials. The Committee shall review service, revenue and cost issues and make recommendations regarding efficiencies and improvements to services and revenue, and shall review and make recommendations regarding the conduct and findings of the collaborative initiatives. Subcommittees to focus on individual initiatives may be formed, each of which shall include membership from both county and city members of the Joint City-County Committee. Recommendations of the Joint City-County Committee are non-binding. The collaborative initiatives to be explored include, but are not necessarily limited to:

- Services provided (as described in Section 2 of this contract); Control Services; Shelter Services; Licensing Services

- RASKC Revenues and Costs, including any future proposals for regional revenue to support RASKC.

a. .

Animal Services Interlocal Agreement for 2018 Through 2022

12. **Reporting.** The County will provide the City with an electronic report not less than monthly summarizing call response and Program usage data for each of the Contracting Cities and the County and the Animal Services Program. The formatting, content and details of the report will be developed in consultation with the Joint City-County Committee.
13. **Amendments.** Any amendments to this Agreement must be in writing. This Agreement shall be deemed to incorporate amendments to Agreements between the Contracting Parties that are approved by the County and at least two thirds (66%) of the legislative bodies of all other Contracting Parties (in both number and in the percentage of the prior total Estimated Payments owing from such Contracting Parties in the then current Service Year), evidenced by the authorized signatures of such approving Parties as of the effective date of the amendment; *provided that* this provision shall not apply to any amendment to this Agreement affecting the Party contribution responsibilities, hold harmless and indemnification requirements, provisions regarding duration, termination or withdrawal, or the conditions of this Section.
14. **General Provisions.**
- a. **Other Facilities.** The County reserves the right to contract with other shelter service providers for housing animals received from within the City or from City residents, whose levels of service meet or exceed those at the County shelter for purposes of addressing shelter overcrowding or developing other means to enhance the effectiveness, efficiency or capacity of animal care and sheltering within King County.
 - b. **Survivability.** Notwithstanding any provision in this Agreement to the contrary, the provisions of Section 9 (Indemnification and Hold Harmless) shall remain operative and in full force and effect, regardless of the withdrawal or termination of this Agreement.
 - c. **Waiver and Remedies.** No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Failure to insist upon full performance of any one or several occasions does not constitute consent to or waiver of any later non-performance nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto. The Parties are entitled to all remedies in law or equity.
 - d. **Grants.** Both Parties shall cooperate and assist each other toward procuring grants or financial assistance from governmental agencies or private benefactors for reduction of costs of operating and maintaining the

Animal Services Interlocal Agreement for 2018 Through 2022

Animal Services Program and the care and treatment of animals in the Program.

- e. Force Majeure. In the event either Party's performance of any of the provisions of this Agreement becomes impossible due to war, civil unrest, and any natural event outside of the Party's reasonable control, including fire, storm, flood, earthquake or other act of nature, that Party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.
- f. Entire Agreement. This Agreement represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.
- g. Notices. Except as otherwise provided in this Agreement, any notice required to be provided under the terms of this Agreement shall be delivered by E-mail (deemed delivered upon E-mail confirmation of receipt by the intended recipient), certified U.S. mail, return receipt requested or by personal service to the following person (or to any other person that the Party designates in writing to receive notice under this Agreement):

For the City:

For the County: Caroline Whalen, Director
King County Dept. of Executive Services
401 Fifth Avenue, Suite 135
Seattle WA. 98104

- h. Assignment. No Party may sell, transfer or assign any of its rights or benefits under this Agreement without the approval of the other Party.
- i. Venue. The Venue for any action related to this Agreement shall be in Superior Court in and for King County, Washington.
- j. Records. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection and review by the County or City for such period as is required by state law (Records Retention Act, Ch. 40.14 RCW) but in any event for not less than 1 year following the expiration or termination of this Agreement.
- k. No Third Party Beneficiaries. This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.

Animal Services Interlocal Agreement for 2018 Through 2022

Counterparts. This Agreement and any amendments thereto, shall be executed on behalf of each Party by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance. The Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument.

Animal Services Interlocal Agreement for 2018 Through 2022

15. **Administration.** This Agreement shall be administered by the County Administrative Officer or his/her designee, and by the City Manager, or his/her designee.

Exhibit A
Animal Service Description

Part I: Control Services

Control Services include the operation of a public call center, the dispatch of animal control officers in response to calls, and the handling of calls in the field by animal control officers, including the collection and delivery of animals to the Kent Shelter (or such other shelters as the County may utilize in accordance with this Agreement).

1. Call Center

- a. The County will operate an animal control call center five days every week (excluding holidays and County-designated furlough days, if applicable) for a minimum of eight hours per day (normal business hours). The County may negotiate with applicable unions with the purpose of obtaining a commitment for the five day call center operation to include at least one weekend day. The County may adjust the days of the week the call center operates to match the final choice of Control District service days.
- b. The animal control call center will provide callers with guidance, education, options and alternative resources as possible/appropriate.
- c. When the call center is not in operation, callers will hear a recorded message referring them to 911 in case of emergency, or if the event is not an emergency, to either leave a message or call back during regular business hours.

2. Animal Control Officers

- a. The County will divide the area receiving Control Services into three Control Districts as shown on **Exhibit B**. Subject to the limitations provided in this Section 2, Control Districts 200 and 220 will be staffed with one Animal Control Officer during Regular ACO Service Hours and District 500 will be staffed with two Animal Control Officers (ACOs) during Regular ACO Service Hours. Regular ACO Service Hours is defined to include not less than 40 hours per week. The County will negotiate with applicable unions with the intention of obtaining a commitment for Regular ACO Service Hours to include service on at least one weekend day. Regular ACO Service Hours may change from time to time.
 - i. Except as the County may in its sole discretion determine is necessary to protect officer safety, ACOs shall be available for responding to calls within their assigned Control District and will not be generally

available to respond to calls in other Control Districts. **Exhibit B-1** shows the map of Control Districts.

- ii. Countywide, the County will have a total of not less than 6 ACOs (Full-Time Equivalent employees) on staff to maximize the ability of the County to staff all Control Districts notwithstanding vacation, sick-leave, and other absences, and to respond to high workload areas on a day-to-day basis. While the Parties recognize that the County may at times not be able to staff all Control Districts as proposed given unscheduled sick leave or vacancies, the County will make its best efforts to establish regular hourly schedules and vacations for ACOs in order to minimize any such gaps in coverage. In the event of extended absences among the 6 ACOs, the County will re-allocate remaining ACOs as practicable in order to balance the hours of service available in each Control District. In the event of ACO absences (for any causes and whether or not such absences are extended as a result of vacancies or other issues), the first priority in allocating ACOs shall be to ensure there is an ACO assigned in each Control District during Regular ACO Service Hours.
- b. Control District boundaries are designed to balance work load, correspond to jurisdictional boundaries and facilitate expedient transportation access across each district. The County will arrange a location for an Animal Control vehicle to be stationed overnight in Control Districts (“host sites”) in order to facilitate service and travel time improvements or efficiencies.
- c. The County will use its best efforts to ensure that High Priority Calls are responded to by an ACO during Regular ACO Service Hours on the day such call is received. The County shall retain full discretion as to the order in which High Priority calls are responded. High Priority Calls include those calls that pose an emergent danger to the community, including:
 1. Emergent animal bite,
 2. Emergent vicious dog,
 3. Emergent injured animal,
 4. Police assist calls – (police officer on scene requesting assistance from an ACO),
 5. Emergent loose livestock or other loose or deceased animal that poses a potential danger to the community, and
 6. Emergent animal cruelty.
- d. Lower priority calls include all calls that are not High Priority Calls. These calls will be responded to by the call center staff over the telephone, referral to other resources, or by dispatching of an ACO as necessary or available, all

as determined necessary and appropriate in the sole discretion of the County. Particularly in the busier seasons of the year (spring through fall), lower priority calls may only receive a telephone response from the Call Center. Lower Priority calls are non-emergent requests for service, including but not limited to:

1. Non-emergent high priority events,
 2. Patrol request – (ACO requested to patrol a specific area due to possible code violations),
 3. Trespass,
 4. Stray Dog/Cat/other animal confined,
 5. Barking Dog,
 6. Leash Law Violation,
 7. Deceased Animal,
 8. Trap Request,
 9. Female animal in season, and
 10. Owner's Dog/Cat/other animal confined.
- e. The Joint-City County Committee is tasked with reviewing response protocols and recommending potential changes to further the goal of supporting the most appropriate use of scarce Control Service resources countywide. The County will in good faith consider such recommendations but reserves the right to make final decisions on response protocols. The County will make no changes to its procedures that are inconsistent with the terms of this **Exhibit A**, *except that* upon the recommendation of the Joint City-County Committee, the County may agree to modify response with respect to calls involving animals other than horses, livestock, dogs and cats.
- f. In addition to the ACOs serving specific districts, the following Control Service resources will be available on a shared basis for all Parties and shall be dispatched as deemed necessary and appropriate by the County.
1. An animal control sergeant will provide oversight of and back-up for ACOs five days per week at least 8 hours/day (subject to vacation/sick leave/training/etc.).
 2. Staff will be available to perform animal cruelty investigations, to respond to animal cruelty cases, and to prepare related reports (subject to vacation/sick leave/training/etc.).
 3. Not less than 1 ACO will be on call every day at times that are not Regular ACO Service Hours (including the days per week that are not included within Regular ACO Service Hours), to respond to High Priority Calls posing an extreme life and safety danger, as determined by the County.

- g. The Parties understand that rural areas of the County will generally receive a less rapid response time from ACOs than urban areas.
- h. Contracting Cities may contract with King County for “Enhanced Control Services” through separate agreement (as set forth in **Exhibit E**); *provided that* a City may not purchase Enhanced Control Services under Option 1 as described in **Exhibit E** if such City is receiving a Transition Funding Credit, Shelter Credit, or licensing revenue support the cost of which is not reimbursed to the County.

Part II: Shelter Services

Shelter services include the general care, cleaning and nourishment of owner-released, lost or stray dogs, cats and other animals. Such services shall be provided 7-days per week, 365 days per year at the County’s animal shelter in Kent (the “Shelter”) or other shelter locations utilized by the County, including related services described in this section.

During 2018-2022, major maintenance of the Shelter will continue to be included in the Program costs allocated under this Agreement (as part of the central County overhead charges allocated to the Program), but no major renovation, upgrades or replacements of the Shelter established as a capital project within the County Budget are anticipated nor will any such capital project costs be allocated to the Contracting Cities in Service Years 2018-2022.

1. Shelter Services

- a. Services provided to animals will include enrichment, exercise, care and feeding, and reasonable medical attention.
- b. The Public Service Counter at the Shelter will be open to the public not less than 30 hours per week and not less than 5 days per week, excluding holidays and County designated furlough days, for purposes of pet redemption, adoption, license sales services and (as may be offered from time to time) pet surrenders. The Public Service Counter at the shelter may be open for additional hours if practicable within available resources.
- c. The County will maintain a volunteer/foster care function at the Shelter to encourage use of volunteers working at the shelter and use of foster families to provide fostering/transitional care between shelter and permanent homes for adoptable animals.
- d. The County will maintain an animal placement function at the Shelter to provide for and manage adoption events and other activities leading to the placement of animals in appropriate homes.
- e. Veterinary services will be provided and will include animal exams, treatment and minor procedures, spay/neuter and other surgeries. Limited

emergency veterinary services will be available in non-business hours, through third-party contracts, and engaged if and when the County determines necessary.

- f. The County will take steps through its operating policies, codes, public fee structures and partnerships to reduce the number of animals and their length of stay in the Shelter, and may at times limit owner-surrenders and field pick-ups, adjust fees and incentivize community-based solutions.
2. **Other Shelter services**
 - a. Dangerous animals will be confined as appropriate/necessary.
 - b. Disaster/emergency preparedness for animals will be coordinated regionally through efforts of King County staff.
 3. **Shelter for Contracting Cities contracting with PAWS (Potentially including Woodinville, Shoreline, Lake Forest Park, Kenmore (“Northern Cities”)).** For so long as a Northern City has a contract in effect for sheltering dogs and cats with the Progressive Animal Welfare Society in Lynnwood (PAWS), the County will not shelter dogs and cats picked up within the boundaries of such City(s), except in emergent circumstances and when the PAWS Lynnwood shelter is not available. Dogs and cats picked up by the County within such City(s) will be transferred by the County to the PAWS shelter in Lynnwood for shelter care, which will be provided and funded solely through separate contracts between each Northern City and PAWS, and the County will refer residents of that City to PAWS for sheltering services. The County will provide shelter services for animals other than dogs and cats that are picked up within the boundaries of Northern Cities contracting with PAWS on the same terms and conditions that such shelter services are provided to other Contracting Parties. Except as provided in this Section, the County is under no obligation to drop animals picked up in any Contracting City at any shelter other than the County shelter in Kent.
 4. **County Contract with PAWS.** Nothing in this Agreement is intended to preclude the County from contracting with PAWS in Lynnwood to care for animals taken in by County ACOs.
 5. **Service to Persons who are not Residents of Contracting Cities.** The County will not provide routine shelter services for animals brought in by persons who are not residents of Contracting Cities, but may provide emergency medical care to such animals, and may seek to recover the cost of such services from the pet owner and/or the City in which the resident lives.

Part III: Licensing Services

Licensing services include the operation and maintenance of a unified system to license pets in Contracting Cities.

1. The public will be able to purchase pet licenses in person at the County Licensing Division public service counter in downtown Seattle (500 4th Avenue), King County Community Service Centers and the Kent Animal Shelter during regular business hours. The County will maintain on its website the capacity for residents to purchase pet licenses on-line.
2. The County may seek to engage and maintain a variety of private sector partners (e.g. veterinary clinics, pet stores, grocery stores, city halls, apartment complexes) as hosts for locations where licenses can be sold or promoted in addition to County facilities.
3. The County will furnish licenses and application forms and other materials to the City for its use in selling licenses to the public at City facilities and at public events.
4. The County will publicize reminders and information about pet licensing from time to time through inserts in County mailings to residents.
5. The County will annually mail or E-mail at least one renewal form, reminder and late notice (as applicable) to the last known addresses of all City residents who purchased a pet license from the County within the previous year (using a rolling 12-month calendar).
6. The County may make telephone reminder calls in an effort to encourage pet license renewals.
7. The County shall mail pet license tags or renewal notices as appropriate to individuals who purchase new or renew their pet licenses.
8. The County will maintain a database of pets owned, owners, addresses and violations.
9. The County will provide limited sales and marketing support in an effort to maintain the existing licensing base and increase future license sales. The County reserves the right to determine the level of sales and marketing support provided from year to year in consultation with the Joint City-County Committee. The County will work with any City in which door-to-door canvassing takes place to reach agreement with the City as to the hours and locations of such canvassing.
10. The County will provide current pet license data files (database extractions) to a Contracting City promptly upon request. Data files will include pets owned, owners, addresses, phone numbers, E-mail addresses, violations, license renewal status, and any other relevant or useful data maintained in the County's database on pets licensed within the City's limits. A City's database extraction will be provided in electronic format agreed to by both parties in a timely fashion and in a standard data release format that is easily usable by the City.

Exhibit B: Control Service District Map

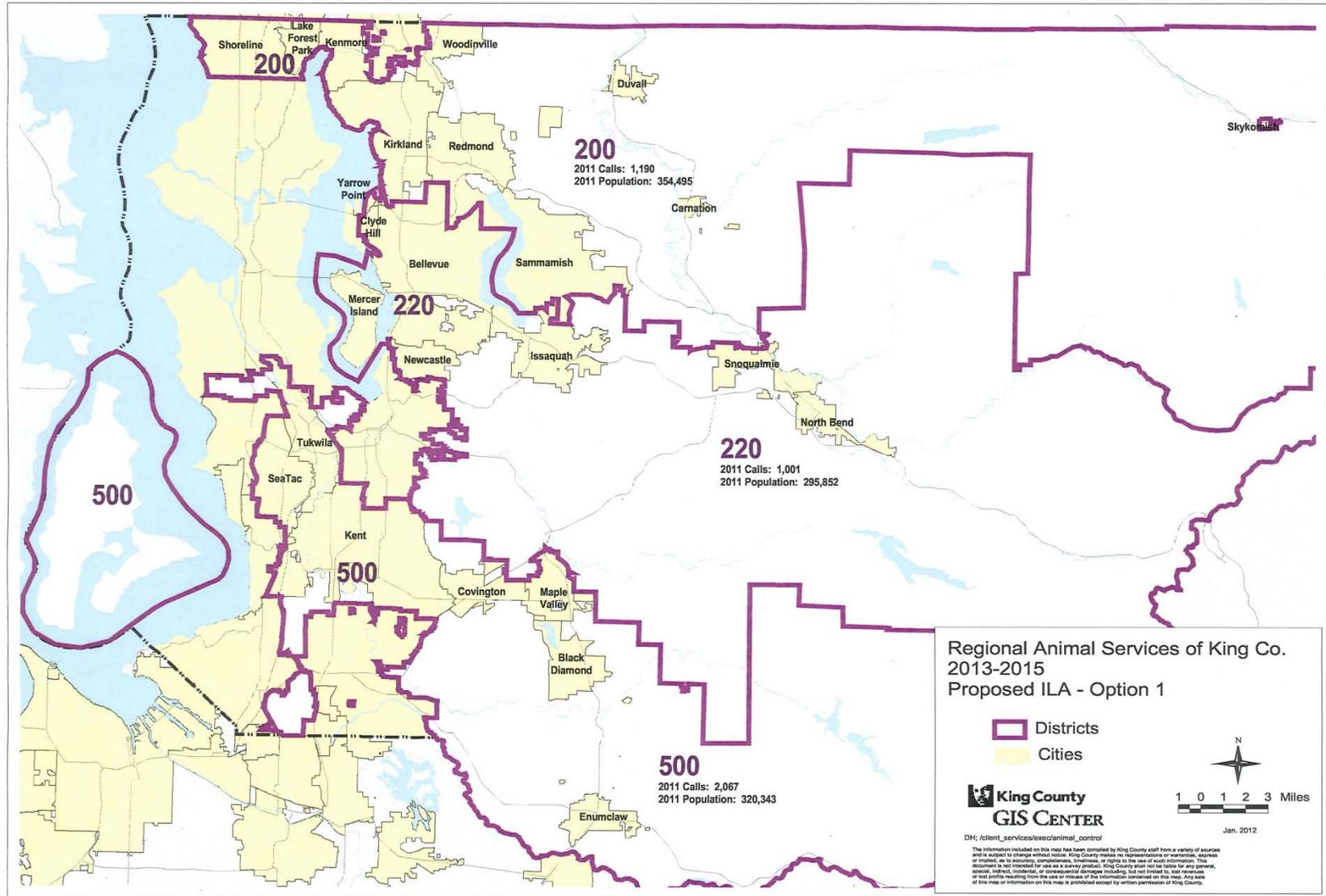
The attached map (**Exhibit B-1**) shows the boundaries of the 3 Control Service Districts as established at the commencement of this Amended and Restated Agreement.

The cities and towns included in each Control District are as follows:

<u>District 200 (Northern District)</u> Shoreline Lake Forest Park Kenmore Woodinville Kirkland Redmond Sammamish Duvall Carnation	<u>District 220 (Eastern District)</u> Bellevue Mercer Island Yarrow Point Clyde Hill Town of Beaux Arts Issaquah Snoqualmie North Bend Newcastle
<u>District 500 (Southern District)</u> Tukwila SeaTac Kent Covington Maple Valley Black Diamond Enumclaw	

The Districts shall each include portions of unincorporated King County as illustrated on **Exhibit B-1**.

Exhibit B-1 Control District Map



Attachment G

Attachment G

Exhibit E

Enhanced Control Services Contract (Optional)

Between City of _____ (“City”) and King County (“County”)

The County will to offer Enhanced Control Services to the City during Service Years 2018 through 2022 of the **Animal Services Interlocal Agreement for 2018 Through 2022** between the City and the County dated and effective as of July 1, 2017 (the “Agreement”) subject to the terms and conditions as described herein. **The provisions of this Contract are optional to both Parties and shall not be effective unless executed by both Parties.**

A. The City may request services under two different options, summarized here and described in further detail below:

Option 1: for a period of *not less than one year*, the City may request service from an Animal Control Officer dedicated to the City (“Dedicated Officer”). Such service must be confirmed in writing through both Parties entering into this Enhanced Control Services Contract no later than August 15 of the year prior to the Service Year in which the service is requested.

Option 2: for a period of *less than one year*, the City may request a specified number of over-time service hours on specified days and time from the 6 Animal Control Officers staffing the three Control Districts. Unlike Option 1, the individual officers providing the service will be determined by the County and may vary from time to time; the term “Dedicated Officer” used in context of Option 2 is thus different than its meaning with respect to Option 1. Option 2 service must be requested no later than 60 days prior to the commencement of the period in which the service is requested, unless waived by the County.

The City shall initiate a request for enhanced service by completing and submitting **Attachment A** to the County. If the County determines it is able to provide the requested service, it will so confirm by completing and countersigning **Attachment A** and signing this Contract and returning both to the City for final execution.

B. The County will provide enhanced Control Services to the City in the form of an Animal Control Officer dedicated to the City (“Dedicated Officer”) as described in **Attachment A** and this Contract.

1. Costs identified in **Attachment A** for **Option 1** are for one (1) year of service in each service year beginning in 2018, costs will be based on the previous year’s

actual cost, and include the cost of the employee (salary, benefits), equipment and animal control vehicle for the employee's use). Costs are subject to adjustment each year, limited by the Annual Budget Inflation Cap (as defined in the Agreement).

2. Costs for **Option 2** will be determined by the County each year based on its actual hourly overtime pay for the individual Animal Control Officers providing the service, plus mileage at the federal reimbursement rate. The number of miles for which mileage is charged shall be miles which would not have been traveled but for the provision of the enhanced service.
 3. Costs paid for enhanced services will be included in the Reconciliation calculation for each Service Year, as described **in Exhibit D** of the Agreement.
- C. Services of the Dedicated Officer shall be in addition to the Animal Services otherwise provided to the City by the County through the Agreement. Accordingly, the calls responded to by the Dedicated Officer shall **not** be incorporated in the calculation of the City's Calls for Service (as further described in **Exhibit C and D** to the Agreement).
- D. The scheduling of work by the Dedicated Officer will be determined by mutual agreement of the contract administrators identified in the Agreement, and (in the case of a purchase of service under **Option 1**) the mutual agreement of officials of other Contracting Cities named as contract administrators that have committed to sharing in the expense of the Dedicated Officer. In the event the parties are unable to agree on scheduling, the County shall have the right to finally determine the schedule of the Dedicated Officer(s).
- E. Control Services to be provided to the City pursuant to this Enhanced Services Contract include Control Services of the type and nature as described under the Agreement with respect to Animal Control Officers serving in Control Districts, and include but are not limited to, issuing written warnings, citations and other enforcement notices and orders on behalf of the City, or such other services as the Parties may reasonably agree.
- F. The County will provide the City with a general quarterly calendar of scheduled service in the City, and a monthly report of the types of services offered and performed.
- G. **For Services purchased under Option 1:** An FTE will be scheduled to serve 40 hour weeks, however, with loss of service hours potentially attributable to vacation, sick leave, training and furlough days, not less than 1600 hours per year will be provided.

Similarly, a half-time FTE will provide not less than 800 hours per year. The County shall submit to the City an invoice and billing voucher at the end of each calendar quarter, excepting that during the 4th quarter of each year during the term of this Contract, an invoice shall be submitted to the City no later than December 15th. All invoiced amounts shall be payable by the City within 30 days of the invoice date.

- H. **For Services purchased under Option 2:** The County shall submit to the City an invoice and billing voucher at the end of each calendar quarter. All invoiced amounts shall be payable by the City within 30 days of the invoice date.

- I. The City or County may terminate this Enhanced Services Contract with or without cause upon providing not less than 3 months written notice to the other Party; provided that, if the City has purchased services under **Option 1** and is sharing the Enhanced Control Services with other Contracting Cities, this Contract may only be terminated by the City if: (1) all such other Contracting Cities similarly agree to terminate service on such date, or (2) if prior to such termination date another Contracting City or Cities enters into a contract with the County to purchase the Enhanced Control Service that the City wishes to terminate; *provided further:* except as provided in Paragraph A.1, a Contract may not be terminated if the term of service resulting is less than one year.

- J. All terms of the Agreement, except as expressly stated otherwise in this Exhibit, shall apply to this Enhanced Control Services Contract. Capitalized Terms not defined herein have those meanings as set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Enhanced Services Contract to be executed effective as of this ____ day of _____, 201__.

King County

City of _____

Dow Constantine
King County Executive

By:
Mayor /City Manager

Date

Date

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney

City Attorney

Exhibit E: Attachment A

ENHANCED CONTROL SERVICES OPTION REQUEST

(to be completed by City requesting Enhanced Control Services; final service terms subject to adjustment by County and agreement by City and will be confirmed in writing executed and appended to Enhanced Control Service Contract/Exhibit E)

City _____

Requested Enhanced Control Services Start Date: _____

Requested Enhanced Control Services End Date: _____*

*term of service must be at least one year, except if purchasing services under Option 2.

Please indicate whether City is requesting services under Option 1 or Option 2:

_____ Option 1:

% of Full Time Equivalent Officer (FTE) requested: _____ (minimum request: 20%; requests must be in multiples of either 20% or 25%)

_____ Option 2:

Overtime Hours purchase from existing ACO staff: ____ hours per (week /month)

General Description of desired services (days, hours, nature of service):

_____.

For Option 1:

Contracting Cities with whom the City proposes to share the Enhanced Control Services, and proposed percentages of an FTE those Cities are expected to request:

_____.

On behalf of the City, the undersigned understands and agrees that the County will attempt to honor requests but reserves the right to propose aggregated, adjusted and

variously scheduled service, including but not limited to adjusting allocations of service from increments of 20% to 25%, in order to develop workable employment and scheduling for the officers within then-existing workrules, and that the City will be allowed to rescind or amend its request for Enhanced Control Services as a result of such proposed changes.

Requests that cannot be combined to equal 50% of an FTE, 100% of an FTE, or some multiple thereof may not be honored. Service must be requested for a minimum term of one-year, except as permitted by Paragraph A.1. Service may not extend beyond the term of the Agreement.

City requests that alone or in combination with requests of other Contracting Cities equal at least 50% of an FTE will be charged at the rate in Column 1 below.

City requests that alone or in combination with other requests for Enhanced Control Services equal 100% of an FTE will be charged at the rate in Column 2 below.

Cities may propose a different allocation approach for County consideration.

An FTE will be scheduled to serve 40 hour weeks, however, with loss of hours potentially attributable to vacation, sick leave, training and furlough days, a minimum of 1600 hours per year will be provided. A half-time FTE will provide a minimum of 800 hours per year. For example, a commitment to purchase 20% of an FTE for enhanced service will result in provision of not less than 320 hours per year.

Hours of service lost for vacation, sick leave, training and furlough days will be allocated on *pro rata* basis between all Contracting Cities sharing the services of that FTE.

<p align="center">Column 1: Aggregate of 50% of an FTE Requested by all Participating Cities</p>	<p align="center">Column 2: Aggregate of 1 FTE Requested by all Participating Cities</p>
<p>Cost to City: (% of Half-Time FTE requested) x \$75,000/year in 2010*</p> <p><i>Example:</i> if City A requests 25% of an FTE ** and City B requests 25% of an FTE**, then each city would pay \$18,750 for Enhanced Control Services from July 1, 2010 through December 31, 2011 (6 months).</p> <p>** (50% of a Half-Time FTE)</p>	<p>Cost to City: (% of FTE requested) x \$115,000/year in 2010 *</p> <p><i>Example:</i> If City A requests 25% of an FTE and City B requests 25% of an FTE and City C requests 50% of an FTE, Cities A and B would pay \$14,375 and City C would pay \$28,750 for Enhanced Control Services from July 1, 2010 through December 31, 2011 (6 months)</p>

* This example is based on 2018 [ANI] costs. Actual costs will be based on actual Service Year FTE costs.

For Option 2:

On behalf of the City, the undersigned understands and agrees that the County will confirm what services, if any, it can provide, and at what costs, by completing this Attachment A, and the City must signify whether it accepts the County's offer by signing the Enhanced Services Contract.

Request Signed as of this ___ day of _____, 201__.

City of _____

By: _____

Its _____

To be completed by King County:

___ **Option 1:** The County hereby confirms its ability and willingness to provide Enhanced Control services as requested by the City in this **Attachment A**, *with adjustments as noted below (if any):*

The FTE Cost for the Service Year in which the City has requested service is:
\$_____.

___ **Option 2:** the County confirms its ability to provide control service overtime hours as follows (*insert description – days/hours*):

Such overtime hours shall be provided at a cost of \$_____, (may be a range) per service hour, with the actual cost depending on the individual(s) assigned to work the hours, plus mileage at the federal reimbursement rate.

King County

By: _____

Its _____

Date: _____

Attachment G

Animal Services Interlocal Agreement for 2018 Through 2022

Exhibit F

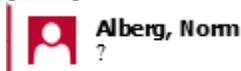
Licensing Support Contract (Optional)

Between City of _____ (“City”) and King County (“County”)

The County is prepared to offer licensing revenue support to the City subject to the terms and conditions described in this Licensing Support Contract (“Contract”). The provisions of this Exhibit are optional and shall not be effective unless this Exhibit is executed by both the City and the County and both parties have entered into the underlying Animal Services Interlocal Agreement for 2018 Through 20122(the “Agreement”).

- A. Service Requests, Submittal:** Requests to enter into a licensing support contract should be made by submitting the Licensing Revenue Support Services Request (**Attachment A** to this **Exhibit F**) to the County between June 30 and September 30 of the calendar year prior to year in which such services are requested (“Service Year”). A separate Request shall be submitted for each Service Year.
- B. County to Determine Service Availability:** The County will determine whether it has capacity to provide the requested service based on whether it has staff available, and consistent with the priorities stated in **Section 7** and **Exhibit C-5** [AN1] of the Agreement.
- C. Services Provided by County, Cost:** The County will determine the licensing revenue support activities it will undertake, activities may include, but are not limited to canvassing, mailings, calls to non-renewals. In completing **Attachment A** to confirm its ability to provide licensing support services to the City, the County shall identify the cost for such service for each applicable Service Year. If the City accepts the County’s proposed costs, it shall so signify by countersigning **Attachment A**.
- D. Services Provided by City:** In exchange for receiving licensing revenue support from the County, the City will provide the following services:
 - 1. Include inserts regarding animal licensing in bills or other mailings as may be allowed by law, at the City’s cost. The County will provide the design for the insert and coordinate with the City to deliver the design on an agreed upon schedule.

[AN1]



Animal Services Interlocal Agreement for 2018 Through 2022

Dedicate a minimum level of volunteer/staff hours per month (averaged over the year), based on the City's Licensing Revenue Target for the Year (as specified/selected in Attachment A) to canvassing and/or mailings and outbound calls to non-renewals.

2. Provide representation at a minimum of two public events annually to inform City residents about the Animal Services Program and promote pet licensing.
3. Inform City residents about the Animal Services Program and promote pet licensing utilizing print and electronic media including the city's website, social media, community brochures and newsletter ads/articles, signage/posters and pet licensing applications in public areas of city buildings and parks.
4. Appoint a representative to serve on the joint City-County marketing subcommittee; this representative shall attend the quarterly meetings of the subcommittee and help shape and apply within the City the joint advertising strategies developed by consensus of the subcommittee.

E. Selection of Licensing Revenue Target and Payment for Licensing Revenue Support:

1. For **Contacting Cities**: The City will identify a proposed Licensing Revenue Target in **Attachment A**. The County may propose an alternate Revenue Target. If the Parties agree upon a Licensing Revenue Target, the County shall identify its annual cost to provide service designed to achieve the target. At Reconciliation, the City shall be charged for licensing support service at the cost specified and agreed in **Attachment A** (the "**Licensing Revenue Charge**"), *regardless of the amount of Licensing Revenue received by the City during the Service Year* (see **Exhibit D** of the Agreement for additional detail).

F. Other Terms and Conditions:

1. Before January 31 of the Service Year, each Party will provide the other with a general calendar of in-kind services to be provided over the course of the Service Year.
2. Each Party will provide the other with a quarterly written report of the services performed during the Service Year.
3. Either Party may terminate this Contract with or without cause by providing not less than 2 months' advance written notice to the other Party; provided that all County costs incurred to the point of termination remain chargeable to the City as otherwise provided.
4. All terms of the Agreement, except as expressly stated otherwise herein, shall apply to this Contract, and Capitalized Terms not defined herein have the meanings as set forth in the Agreement.

Animal Services Interlocal Agreement for 2018 Through 2022

IN WITNESS WHEREOF, the Parties hereto have caused this Contract for Licensing Support Services to be executed effective as of this ___ day of ____, 20__.

King County

City of _____

Dow Constantine
King County Executive

By:
Mayor /City Manager

Date

Date

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney

City Attorney

Animal Services Interlocal Agreement for 2018 Through 2022

**Exhibit F: Attachment A
LICENSING REVENUE SUPPORT SERVICES REQUEST**

(to be completed by City requesting licensing support services; one request per Service Year; final terms subject to adjustment by County and agreement by City confirmed in writing, executed and appended to the Contract for Licensing Support Services—**Exhibit F** of the *Animal Services Interlocal Agreement for 2018 Through 2022* (“the Agreement”) dated effective as of July 1, 2017[AN2].)

1. City _____ Date of Request: _____
2. Licensing Revenue Target (the amount by which the City seeks to increase its revenues in the Service Year): \$_____

Note:

- The amount of volunteer/staff hours and other in-kind services required of the City in exchange for receipt of licensing support services is based on the size of the Licensing Revenue Target (see Licensing Support Contract/**Exhibit F** of Agreement).
3. Contact person who will coordinate City responsibilities associated with delivery of licensing support services:
 - Name:
 - Title:
 - Phone:
 - Fax:

I understand that:

- A. provision of licensing revenue support services is subject to the County determining it has staff available to provide the services;
- B. the County will, by September 1 of the current calendar year, provide the City with a firm cost to provide the amount of licensing support services the County proposes to provide by completing this **Attachment A**;
- C. the County cannot verify and does not guarantee a precise level of Licensing Revenues to be received by the City as a result of these services;
- D. Receipt of service is subject to County and City agreeing on the Licensing Revenue Target and County charge for these services (incorporated in calculation of the **Licensing Revenue Credit/Charge** per the Agreement), and executing the Licensing Support Contract (**Exhibit F** of the Agreement).

[AN2]



Animal Services Interlocal Agreement for 2018 Through 2022

Request signed as of this ___ day of _____, 201__.

City of _____

By: _____

Its: _____

To be completed by King County:

The County offers to provide the City licensing revenue support services in Service Year 201__ intended to generate \$_____ (the "Licensing Revenue Target") in additional Licensing Revenue for a total Service Year cost of \$_____, some or all of which cost may be charged to the City in calculating the Licensing Revenue Charge, as further described in the Licensing Support Contract and **Exhibits**^[AN3] **C-5 (for Licensing Support Cities) and D of the Agreement.**

King County

By: _____

Its: _____

Date: _____

To be completed by the City:

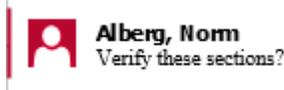
The County offer is accepted as of this ___ day of _____, 201__.

City of _____

By: _____

Its: _____

[AN3]





Records and Licensing Services
Department of Executive Services

Attachment H
Regional Animal Services of King County (RASKC)
Joint City-County Collaboration Committee
2018-2022 Inter-local Agreement

The County has been in discussion with cities for several months now on terms for a new successor animal services agreement. The City-County workgroup has reached a consensus regional recommendation on a proposed 5 year agreement, which would run from January 2018 through the end of 2022. The terms of this proposal are presented in the Agreement in Principle documents provided to cities on September 1, 2016.

Under the cost allocation model, each jurisdiction’s costs will depend upon the specific set of cities participating. For this reason, we are requesting an initial non-binding statement of intent from each city as to whether you are preliminarily interested in signing up for the new animal services ILA, beginning January 1, 2018, under the terms proposed in the attached Agreement in Principle. To accomplish this, **we are asking for an email from you by close of business December 30, 2016 indicating which option below best represents your city’s position at this time**—again, this is **non-binding**.

Our next step is to prepare final draft contract language and cost estimates (to be circulated in January, 2017). The more accurate information we can get from you now, the more accurate that next set of cost estimates will be.

Please confirm your response by completing the information below – No later than December 31, 2016.

E-mail response is fine; e-mail to:

Norm Alberg; norm.alberg@kingcounty.gov

Diane Carlson; Diane.carlson@kingcounty.gov

City of **Initial Non-Binding Statement of Intent with Respect to entering into an Interlocal Agreement with King County Regional Animal Services, beginning January 1, 2018, based on the Agreement in Principle dated September 1, 2016. (Please indicate your City’s non-binding intent by selecting one of the two choices below and deleting/striking out the option not selected):**

Please continue to include my City in the cost allocation model for purposes of developing final draft contract language and cost estimates.

Or

It is extremely unlikely that my City will participate in the new Interlocal agreement. Please remove my City from the cost allocation model for purposes of developing final draft contract language and cost estimates.

Name/Title: Date:

Additional questions/comments/suggestions:

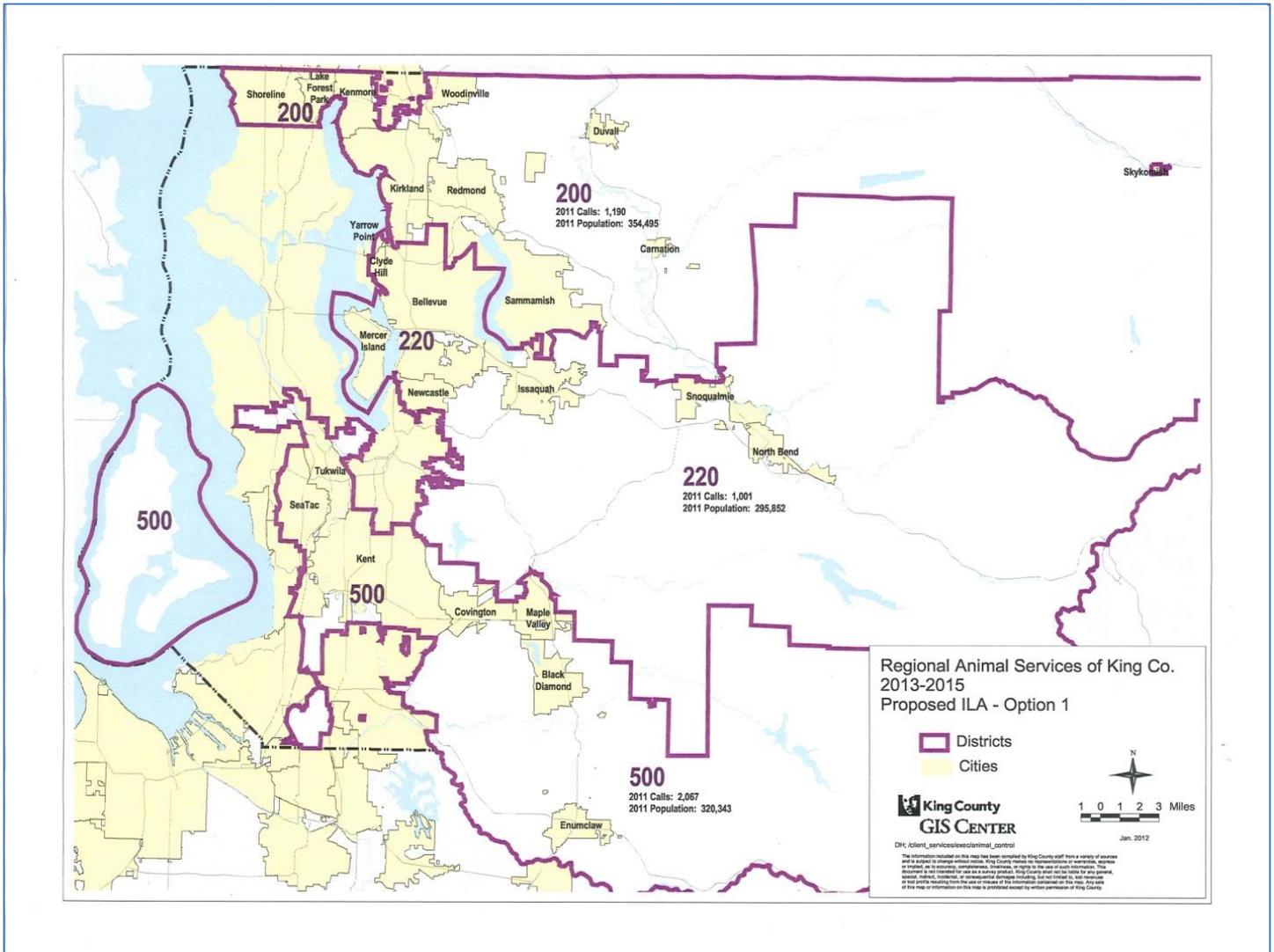
If you have any questions, please email or call either of us.

Norm Alberg: (206-263-2913) norm.alberg@kingcounty.gov

Diane Carlson: (206 263-9631) Diane.carlson@kingcounty.gov

Regional Animal Services of King County Attachment B

RASKC Jurisdiction Map



RASKC Partner City List

District 200 (North)	District 220 (East)	District 500 (South)
Carnation	Town of Beaux Arts	Black Diamond
Duvall	Bellevue	Covington
Kenmore	Clyde Hill	Enumclaw
Kirkland	Issaquah	Kent
Lake Forest Park	Mercer Island	Maple Valley
Redmond	Newcastle	Seatac
Sammamish	North Bend	Tukwila
Shoreline	Snoqualmie	
Woodinville	Yarrow Point	

All the districts include the surrounding unincorporated King County

RASKC Animal Control/Field Response Performance Overview

RASKC provides monthly reports on its service performance. Staff reviewed and analyzed the data for Animal Control Call Response in Kirkland for the completed service years (2013, 2014 and 2015). The data show, except in Priority 2 and Priority 5 call types, there was an overall decline in field performance, both in terms of longer response times and a drop in meeting response time goals.

3-Year Summary of Control Call Response (by Priority Call Type)

Call Type	Total Calls per Priority over 3-years	Average Response Time	Total Number of Responses Meeting Goal	Percentage of Responses Meeting Goal
Priority 1	16	1.89 hrs	10	62.50%
Priority 2	60	2.14 hrs	50	81.58%
Priority 3	145	16.21 hrs	63	44.20%
Priority 4	339	28.25 hrs	218	64.20%
Priority 5	240	23.18 hrs	211	88%
Priority 6	Excluded	N/A	N/A	N/A

Year 2015

Animal Control Service Calls

<u>Call Type</u>	<u># Calls per Priority</u>	<u>Average Response Time</u>	<u># Responses Meeting Goal</u>	<u>% Meeting Goal/Priority</u>
Priority 1	4	4 hrs	2	50%
Priority 2	21	2.22 hrs	20	95%
Priority 3	42	11.29 hrs	19	45%
Priority 4	113	41.35 hrs	61	54%
Priority 5	79	21.59 hrs	70	89%
Priority 6	Excluded	N/A	N/A	N/A

Year 2014

Animal Control Service Calls

<u>Call Type</u>	<u># Calls per Priority</u>	<u>Average Response Time</u>	<u># Responses Meeting Goal</u>	<u>% Meeting Goal/Priority</u>
Priority 1	8	1.21 hrs	5	63%
Priority 2	21	1.38 hrs	17	81%
Priority 3	65	19.50 hrs	26	40%
Priority 4	119	23.87 hrs	79	66%
Priority 5	87	23.13 hrs	76	87%
Priority 6	Excluded	N/A	N/A	N/A

Year 2013

Animal Control Service Calls

<u>Call Type</u>	<u># Calls per Priority</u>	<u>Average Response Time</u>	<u># Responses Meeting Goal</u>	<u>% Meeting Goal/Priority</u>
Priority 1	4	0.45 hr	3	75%
Priority 2	18	2.82 hrs	13	72.2%
Priority 3	38	17.86 hrs	18	47.37%
Priority 4	107	19.52 hrs	78	72.90%
Priority 5	74	24.81 hrs	65	87.84%
Priority 6	Excluded	N/A	N/A	N/A

2015 Animal Sheltering/Care Statistics

Annual Report - 2015

Organizational Structure

Mission Statement

RASKC

[Link to Annual Overview](#)

Local Government

provides King County with sustainable, cost effective services that protect people and animals, while providing humane animal care.

PAWS

[Link to Annual Report](#)

501(C)3 Non-Profit

to make the world better for animals and people

General Data

Animals Served

4,955

4,312

(plus an additional 4,188 wild animals)

Permenant Homes Found for Companion Animals

2,176

3,591

Returned to Owner

760

269

Examples of Programs

- > Barn Cats R Us
- > Adoption Centers
- > Community Events

- > Adopt-A-Cat month
- > Road to Puppy Bowl
- > PAWS Cat City
- > Keep Cats Indoors public awareness campaign
- > Project Homeless Connect annual event coordinated by United Way
- > Community Events

Examples of Partnerships

- > FCat
- > Old Dog Haven
- > Pasado's Safe Haven
- > PAWS of Lynnwood
- > Puget Sound Working Cats
- > PurrfectPals of Arlington
- > Seattle Area Feline Rescue
- > Seattle Humane Society
- > South County Cats
- > The Whole Cat and Kaboodle
- > Up2U Dog Rescue of Covington
- > And many breed and specialty rescue groups

- > American Society for the Prevention of Cruelty to Animals
- > Puget Sound Bird Observatory
- > The Human Society of the United States
- > Tulalip Tribes
- > UW
- > The Falcon Research Group
- > WA Department of Fish and Wildlife
- > Wings of Rescue
- > US Fish and Wildlife Services
- > NOAA

2015 Shelter Statistics
A Comparison of RASKC and PAWS

2015 Animal Sheltering/Care Statistics	RASKC	PAWS
<u>Volunteer Program</u>		
Number of Volunteers	Nearly 500	<i>no specific info</i>
Hours of Care Contributed	<i>no specific info</i>	63,000
Foster Care Placements	1,417	2,060
Educational Outreach		served more than 3,000 area residents
<u>Animal Clinic Program</u>		
Number of Spay and Neuter	2,089	2,675
Veterinary and Rehabilitation Training	Veterinary Technician Training Program Mobile Spay Station to south county cities	Hosted 29 students
<u>Highlights At-A-Glance</u>		
Animals Taken into Care	4,955	4,312
Spay/Neuter Surgeries Performed	2,089	2,675
Animals Placed in Foster Homes	1,417	2,060
Percent of Companion Animals Saved	87% (13% Euthanasia Rate)	95.6% (4.3% Euthanasia Rate)
<u>Cats Served</u>		
Strays Received	<i>no detail offered - see general above</i>	363
Owner Surrendered/Transferred	<i>no detail offered - see general above</i>	2,156
Adopted/Rescued	<i>no detail offered - see general above</i>	2,330
Lost Cats Returned to Owner	<i>no detail offered - see general above</i>	47
<u>Dogs Served</u>		
Strays Received	<i>no detail offered - see general above</i>	337
Owner Surrendered/Transferred	<i>no detail offered - see general above</i>	1,456
Adopted/Rescued	<i>no detail offered - see general above</i>	1,515
Lost Dogs Returned to Owner	<i>no detail offered - see general above</i>	222
<u>Euthanasia Statistics</u>		
Number of companion animals euthanized	553	151
Euthanasia Percentage	13%	4.3%
Euthanized at Owners Request	100	<i>no specific info</i>
Euthanized due to a determination of vicious temperament	122	<i>no specific info</i>
Euthanized due to having poor or grave prognosis of health	308	<i>no specific info</i>
Euthanized due to behavior	5	<i>no specific info</i>

2015 Shelter Statistics
A Comparison of RASKC and PAWS

2015 Animal Sheltering/Care Statistics

Financial Data

	RASKC	PAWS
Assets	<i>no specific info</i>	\$12,473,639
Liabilities	<i>no specific info</i>	(\$283,513)
Total Net Assets	<i>no specific info</i>	\$12,190,126
Total Operating Revenue	\$7,000,000 (Estimated)	\$4,638,253
<i>Public Support</i> <i>(Donations, Bequests, Events, Grants and Perpetual trust)</i>	<i>\$140,000 (Estimated)</i>	<i>\$3,879,540</i>
<i>Revenue</i> <i>(Adoptions, Animal receiving, Animal related services, Municipal contracts/pet license fees, retail sales, miscellaneous revenue and Investment income)</i>	<i>\$2,833,835 (2015 Actual Revenue (AR2014))</i>	<i>\$758,713</i>
<i>Revenue</i> <i>(General Fund, Other Fees, Fines)</i>	<i>\$4,026,165 (Estimated)</i>	
Total Operating Expenses	(\$7,000,000) (Estimated)	(\$3,783,326)
<i>Program Services</i> <i>(Companion Animal Services, Wildlife Center, Education, Advocacy and Outreach)</i>	<i>(\$5,124,738) 2015 Cost Allocation from Load Factor</i>	<i>(\$3,052,540)</i>
<i>Supporting Services</i> <i>(High Shelter Intake Cities, Efforts to Enhance Shelter Outcomes, Central Services Rates/Expenses Increased Outside of the Model)</i>	<i>(\$1,800,000) General Fund Support</i>	
<i>Supporting Services</i> <i>(Fundraising and Events, General Administration)</i>		<i>(\$730,822)</i>

Term Sheet for City of Kirkland to Continue Participating in Regional Animal Services of King County

The City of Kirkland ("Kirkland") presents this Term Sheet to Regional Animal Services of King County ("RASKC") for the City of Kirkland's continued participation in the King County Regional Animal Services System beyond 2017. This Term Sheet is intended to provide a starting point for negotiation between the City and RASKC. All terms and documents are subject to final approval by the Kirkland City Council and King County Council.

- Term of the contract is 5 years, with mutually agreeable termination provisions.
- Kirkland agrees that RASKC will license its resident's pets, canvass its neighborhoods and keep all animal control and animal licensing revenue generated within the city.
- Except for animal control and animal licensing revenue identified above, Kirkland will not be charged any program costs over the term of the contract.
- RASKC will consider sheltering Kirkland's animals with PAWS, in an effort to reduce system costs.
- There shall be no animal intake locations at the Petco in Kirkland or any other location in Kirkland.
- RASKC will provide level of animal services in Kirkland that is equivalent to services provided to the other cities in its Control District (200), consistent with Exhibit A of the 2018 successor contract and ILA.
- If Kirkland determines that RASKC is providing an unacceptable level of service (below the minimum stated in Exhibit A), then the City of Kirkland has the right to terminate the contract with 180 days written notice.

DATED THIS ____ day of _____, 2016.

KING COUNTY REGIONAL ANIMAL SERVICES

CITY OF KIRKLAND

By: _____

By: _____

Its: _____

Its: _____

Kirkland – Discussion of alternative terms

Goal: Address the key interests from the Kirkland proposal within the framework of the agreement that is being developed with all of the RASKC cities. KC is providing the concepts below to respond to Kirkland's proposal. These concepts would need to be discussed with the other cities.

Concept 1 (avoid pay-outs by the city):

1. Allow a city that is generating more license revenue than is needed to cover costs to bank the revenue. The banked revenue would be available to cover costs in future years if revenue is less than the cost of service. Would need to further discuss if the revenue is banked for all of the years or if there are ways the city could use it for additional services and what happens to the funds at the end of the contract period.

Concept 2 (term)

1. KC, and other cities participating in the discussions, have expressed a preference for a 5 year term. If the term is a deal breaker for Kirkland, propose to all cities to modify the term to 3+2 with similar provisions as the AIP has (allowing an out at 3 years and rolling into the second 2 year term if the cost impact is no greater than 10% to any party).

Concept 3 (consider sheltering at PAWS)

1. RASKC will evaluate options for sheltering additional animals at PAWS, including Kirkland's animals.

All other concepts proposed by Kirkland are consistent with and included in the draft AIP terms.