



CITY OF BLACK DIAMOND
February 19, 2015 Regular Business Meeting Agenda
25510 Lawson St., Black Diamond, Washington

7:00 P.M. – CALL TO ORDER, FLAG SALUTE, ROLL CALL

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

CONSENT AGENDA:

- 1) **Claim Checks** – February 19, 2015, No. 41923 through No. 41991 and EFTs in the amount of \$144,095.00
- 2) **Payroll Checks** – January 31, 2015 No. 18494 through No. 18514 and ACH Pay in the amount of \$253,704.76
- 3) **Minutes** – Council Meeting of February 5, 2015

PUBLIC COMMENTS: Persons wishing to address the City Council regarding items of new business are encouraged to do so at this time. When recognized by the Mayor, please come to the podium and clearly state your name and address. Please limit your comments to 3 minutes. If you desire a formal agenda placement, please contact the City Clerk at 360-886-5700. Thank you for attending.

PUBLIC HEARINGS:

UNFINISHED BUSINESS:

EXECUTIVE SESSION: Executive session as authorized by RCW 42.30.140(4) to discuss collective bargaining.

NEW BUSINESS:

- | | |
|---|-----------------|
| 4) AB15-019 – Resolution Regarding Collective Bargaining Agreement with the Police Officers Association | Mr. Altman |
| 5) AB15-020 – Resolution Authorizing Lease Agreement with Sorci Family LLC | Mayor Benson |
| 6) AB15-021 – Resolution Authorizing Extension to Interlocal Agreement with King County for Animal Control | Ms. Martinez |
| 7) AB15-022 – Ordinance Amending Black Diamond Municipal Code Regarding Town Hall Meetings | Ms. Martinez |
| 8) AB15-023 – Resolution Authorizing Services Agreement with Olympic Environmental | Mr. Boettcher |
| 9) AB15-024 – Ordinance Extending MPD Zoning Moratorium | Mr. Nix |
| 10) AB15-025 – Resolution Authorizing Amendment to SCORE Agreement for Jail Services | Chief Kiblinger |

DEPARTMENT REPORTS:

MAYOR'S REPORT:

COUNCIL REPORTS:**A. Council Standing Committees and Regional Committees**

- Councilmember Deady – Chair – Public Safety Committee; Budget, Finance and Administration Committee; Domestic Violence Committee
- Councilmember Morgan – Planning and Community Service Committee; Cemetery and Parks Committee; Water Resource Inventory Area Committee (WRIA 9)
- Councilmember Edelman – Chair - Budget, Finance, Administration Committee; Chair - Planning and Community Service Committee; Public Issues Committee (PIC)
- Councilmember Goodwin – Cemetery and Park Committee; Public Works Committee
- Councilmember Taylor, Chair - Public Works Committee; Public Safety Committee

ATTORNEY REPORT:**PUBLIC COMMENTS:****EXECUTIVE SESSION:****ADJOURNMENT:**

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION		
SUBJECT: AB15-019 Resolution authorizing the Mayor to sign the Collective Bargaining Agreement and Memorandum of Understanding between the City of Black Diamond and the Black Diamond Police Officers Associations	Agenda Date: February 19, 2015	
	AB15-019	
	Mayor Carol Benson	
	City Administrator	
	City Labor Attorney Peter Altman	X
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Aaron Nix	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$	Public Works – Seth Boettcher	
Fund Source: --	Court – Stephanie Metcalf	
Timeline:		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution No. 15-1013; Collective Bargaining Agreement (Exhibit A); Memorandum of Understanding		
SUMMARY STATEMENT: <p>The City’s negotiating team consisting of Peter Altman, Summit Law Group, City Clerk/HR Manager and Police Chief Jamey Kiblinger were able to reach a tentative agreement with the Association for a new two (2) and four (4) months Collective Bargaining Agreement (“CBA”) effective August 31, 2014 through December 31, 2016. The Association has approved the CBA and the City’s negotiating team is recommending ratification by the City Council.</p> <p>FISCAL NOTE (Finance Department): The new Collective Bargaining Agreement was negotiated to be a net neutral or zero cost to the City of Black Diamond over the term on the agreement.</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: The Finance Committee Reviewed this agenda item and recommended approval at their February 12, 2015 meeting. The entire agreement will be reviewed by the council during an executive session at their February 19, 2015 Council meeting.		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 15-1013, authorizing the Mayor to sign the Collective Bargaining Agreement and Memorandum of Understanding between the City of Black Diamond and the Black Diamond Police Officers Association.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
Feb 19, 2015		

RESOLUTION NO. 15-1013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF BLACK DIAMOND, KING COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE
COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE CITY OF BLACK DIAMOND AND BLACK DIAMOND
POLICE OFFICERS ASSOCIATION ALONG WITH THE
MEMORANDUM OF UNDERSTANDING**

WHEREAS, the Black Diamond Police Officers Association (the “Association”) is the authorized bargaining representative for the Black Diamond Police Officers; and

WHEREAS, the Association was formed in 2008; and

WHEREAS, the current agreement ended August 30, 2014; and

WHEREAS, the City negotiating team has reached tentative agreement with the Union for a new two year and four month Collective Bargaining Agreement (“CBA”) effective August 31, 2014 through December 31, 2016 (attached hereto as Exhibit A) and the City negotiating team has recommended that the Council ratify the CBA; and

WHEREAS, the Association has executed the CBA along with the Memorandum of Understanding (MOU); and

WHEREAS, The Council has reviewed the CBA and Memorandum of Understanding and finds it is in the best interests of the City and its employees to authorize the Mayor to execute the CBA and MOU;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. the City Council hereby authorize the Mayor to execute the CBA

Section 2. The City Council hereby authorizes the Mayor to execute the MOU, as attached hereto.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 19TH DAY OF FEBRUARY, 2015.

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

AGREEMENT

by and between

CITY OF BLACK DIAMOND

and

**BLACK DIAMOND POLICE OFFICERS
ASSOCIATION**

August 31, 2014 – December 31, 2016

TABLE OF CONTENTS

ARTICLE 1	RECOGNITION.....	1
ARTICLE 2	ASSOCIATION SECURITY	1
ARTICLE 3	CHECK-OFF OF DUES	2
ARTICLE 4	WORK SCHEDULE	3
ARTICLE 5	OVERTIME	3
ARTICLE 6	HOLIDAYS.....	4
ARTICLE 7	VACATIONS	5
ARTICLE 8	SICK LEAVE	5
ARTICLE 9	BEREAVEMENT LEAVE	7
ARTICLE 10	JURY DUTY	7
ARTICLE 11	OTHER LEAVES.....	8
ARTICLE 12	SENIORITY	8
ARTICLE 13	PROMOTIONS, DEMOTIONS AND TRANSFERS.....	9
ARTICLE 14	LAYOFFS AND RECALL	9
ARTICLE 15	HEALTH AND WELFARE - DENTAL - VISION - PRESCRIPTION DRUG - PENSION - LIFE INSURANCE.....	9
ARTICLE 16	DISCIPLINARY PROCEDURES.....	11
ARTICLE 17	UNIFORMS, WEAPONS AND EQUIPMENT	13
ARTICLE 18	GREIVANCE PROCEDURE	13
ARTICLE 19	NON-REDUCTION OF WAGES AND WORKING CONDITIONS	17
ARTICLE 20	STRIKES AND LOCKOUTS	17
ARTICLE 21	ASSOCIATION REPRESENTATION.....	17
ARTICLE 22	BULLETIN BOARD	17
ARTICLE 23	NON-DISCRIMINATION	17
ARTICLE 24	WAGES.....	18
ARTICLE 25	SEPARABILITY.....	18
ARTICLE 26	MILEAGE ALLOWANCE.....	18
ARTICLE 27	TAKE HOME CARS.....	19
ARTICLE 28	CONFLICT OF CONTRACT AND ORDINANCE	19
ARTICLE 29	MANAGEMENT RIGHTS.....	19
ARTICLE 30	BILL OF RIGHTS	20
ARTICLE 31	LIABILITY INSURANCE.....	21
ARTICLE 32	TERMINATION AND RENEWAL	21
APPENDIX A	22

**AGREEMENT BETWEEN
CITY OF BLACK DIAMOND
and
BLACK DIAMOND POLICE OFFICERS ASSOCIATION**

THIS AGREEMENT is made and entered into this 19th day of February, 2015, by and between the City of Black Diamond, hereinafter referred to as the "Employer" or the "City," and the Black Diamond Police Officers' Association, hereinafter referred to as the "Association."

PREAMBLE

WHEREAS, it is the purpose of this agreement to maintain a high level of performance in the operation of the Black Diamond City government, together with promoting efficiency, initiative, and harmonious relations between the Employer and the Association, and to provide for the rights, well-being, and security of the parties involved; and

WHEREAS, the parties have agreed to certain terms and conditions of wages, hours, and conditions of employment for employees of the Employer as listed herein and wish to reduce the agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY AGREED TO AS FOLLOWS:

ARTICLE 1 - RECOGNITION

- 1.1 The Employer recognizes the Association as the sole collective bargaining agent for all regular full time and regular part time commissioned law enforcement officers of the Police Department, including sergeants, and excluding supervisors, confidential employees, and all other employees.

ARTICLE 2 - ASSOCIATION SECURITY

- 2.1 The Employer agrees that all employees covered under this agreement who have been in the employment of the Employer for thirty (30) days or more, shall become and remain members of the Association in good standing.
- 2.2 The Employer further agrees that all new employees hired subsequent to the date of signing of this agreement shall, as a condition of employment, after thirty (30) days of employment, become and remain members of the Association in good standing.
- 2.3 In the event an employee member of the Association as defined in Article I of this agreement who joins the Association fails to maintain his membership in the Association in good standing therein, by regular payment of dues, the Association will notify the Employer, in writing, of such employee's delinquency.

The Employer agrees to advise the employee that his employment status with the Employer is in jeopardy, and that failure to meet his membership obligation of payment of dues will result in termination of employment within five (5) days following the next regular payroll payment date.

- 2.4 The Employer will furnish the Association on a current basis notice of all permanent and permanent part time employees as defined in Article I who have been hired, rehired, transferred, laid off or terminated.
- 2.5 Nothing in the above sections will interfere with the employee's rights under RCW 41.56.122 of the Public Employee's Collective Bargaining Act. Nothing in this Agreement shall deprive employees covered by this Agreement the right of non-association based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount of money equivalent to regular Association dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Association. The employee shall furnish written proof that such payment has been made. If the employee and the Association do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.
- 2.6 The Association agrees to defend, indemnify, save and hold the City harmless from, for and against any and all claims arising from the application of this article.
- 2.7 If the Employer schedules a Collective Bargaining Agreement negotiation meeting during the scheduled shift of the Association member that represents the Association, then that member may attend the meeting, in paid status, provided the member remains ready to respond to emergency call out at all times. Any other Association members that attend the meeting, other than the one designated representative, shall do so in an unpaid status.

ARTICLE 3 - CHECK-OFF OF DUES

- 3.1 The Employer agrees to deduct Association dues from the wages of each employee as qualified in Section 3.2 below. The Employer agrees to forward such dues to the account of the Association monthly.
- 3.2 The Employer shall only deduct Association dues from the wages if all of the employees in the bargaining unit each sign an authorization card to that effect, copies of which shall be given to the Employer and the Association for certification purposes.
- 3.3 The Association agrees to defend, indemnify, save and hold the City harmless from, for and against any and all claims arising from the application of this article.

ARTICLE 4 - WORK SCHEDULE

- 4.1 Establishing and changing the work schedule is a management right. Generally, the regular work schedule shall consist of the "4/10" work schedule: A work day shall consist of ten (10) consecutive hours including time for lunch when the employee is on call during the lunch period. The Chief of Police has the right to assign an alternate work schedule for employees when assignments, special duties, training, vacations, sick time, and other circumstances preclude the use of the regular work schedule. Absent an emergency, or the circumstances described above, the Employer shall notify the Association in writing, no less than 14 calendar days before a change in the regular work schedule (i.e. 4-10's vs. 5-8s). If the Association provides written notice within the 14 day period that it wishes to discuss the change before it is implemented, then the Employer agrees not to implement the change for 30 more days in order to give sufficient time to confer with the Association.
- 4.2 The parties may, upon mutual consent, meet and discuss alternative work shifts.

ARTICLE 5 - OVERTIME

- 5.1 Overtime shall be defined as all hours worked beyond forty (40) hours from between 2400 hours on Saturday to 2359 the following Saturday. Hours of work shall include sick leave, vacation, compensatory time, holiday and any other City provided leave. Voluntary shift swapping shall not result in the payment of overtime. Training time shall be considered compensable hours of work. Training time consisting of more than seven (7) hours in a day shall constitute a regular work day for compensation purposes, regardless of whether the time spent is more or less than the regular work day. For example, if the training lasts 7 1/2 hours, the Employee will be compensated for 10 hours if they normally work a 10 hour shift. If the training lasts 11 hours the Employee would be compensated for 10 hours if they normally work a 10 hour shift.
- 5.2 Except as specifically modified herein, the Employees shall be entitled to all of the benefits in the Fair Labor Standards Act.
- 5.3 Employees on their day of rest that are subpoenaed to appear in court on a criminal case, or called back to work, shall be compensated at a minimum of three (3) hours at the overtime rate of pay.
- 5.4 Officers not notified of a cancellation of a scheduled criminal court appearance within twelve (12) hours of the scheduled appearance shall be compensated at a minimum of three (3) hours at the overtime rate of pay, only if they called the Court the day before and were advised that their Court appearance was still required.

- 5.5 Department wide meetings are not subject to the call back minimum set forth above, and Employees required to attend department wide meetings will be paid the appropriate rate of pay for actual time spent in the meeting, with a two hour minimum.. Training for all employees may be conducted during the department meetings.
- 5.6 Any employee, if agreed to by the Employer, may elect to accrue compensatory time off at the rate of time and one-half (1.5) in lieu of overtime payments up to a maximum accumulation of forty (40) hours. Requests to utilize accrued compensatory shall be made to the Chief or their designee. Requests to utilize compensatory time off shall be granted in accordance with the Fair Labor Standards Act.
- 5.7 Effective the signed date of this Agreement, at the start of each calendar month, sergeants of the Department shall receive two (2) hours of compensatory time off. Compensatory time off under this Section is provided as the exclusive compensation for time spent by sergeants responding to work-related telephone calls during off-duty hours, provided, however, that sergeants who are called back to work after receiving an off-duty telephone call shall be paid as provided elsewhere in this Agreement. Sergeants shall normally use the two (2) hours of compensatory time off provided under this Section in the month that they are earned, but may elect to accrue a maximum of four (4) hours. Compensatory time off provided under this section shall be treated and recorded separately from the compensatory time off provided under Section 5.6 of this Article.

ARTICLE 6 - HOLIDAYS

- 6.1 Each full time Employee shall receive 110 hours of holiday time in lieu of holidays. If the City recognizes more than 11 holidays in a year as official holidays, then this allotment shall increase by 10 hours for each additional recognized holiday. Holiday time may be used before or after vacation time, and must be used in the calendar year in which it is received. There will be no carry forward of holiday time. This allotment amount shall be prorated for regular part time employees based on the percentage of a fulltime shift that they normally work. An Employee who works on a holiday or any portion thereof shall be compensated at the overtime rate. Provided, if, during the holiday, an Employee is called to duty, he shall be compensated at the double time rate.
- 6.2 For Employees who do not work a full year, their prorated share of holiday time will be based on a percentage of time worked which will be established through the date of employment and determined by the Employer.
- 6.3 An Employee may carry over to the following calendar year up to 40 hours of holiday time.

ARTICLE 7 - VACATIONS

- 7.1 Vacation shall be given as an additional employment benefit. Vacation may be taken as earned according to the following schedule:

Date of hire through 5 years	8 hours per month
Beginning of 6 th through 9 th year	10 hours per month
Beginning of 10 th through 15 th year	12 hours per month
Beginning of 16 th through 19 th year	14 hours per month
Beginning of 20 th year and thereafter	16 hours per month

Vacation time is accrued from the date of hire, but cannot be used, until successfully completing six (6) months of employment. Accrued vacation shall not exceed 240 hours at any time.

- 7.2 Vacation Bid Process: Employees shall choose vacation by rank and then seniority within the rank. The annual shift bid shall take place first, followed by the annual vacation bid, which spans two weeks and typically takes place during the last two weeks of November. During the annual vacation bid, employees may bid for up to eighty (80) hours of vacation each. Following the annual vacation bid, the paid leave calendar shall remain open for bidding, by rank and then seniority within the rank, for seven (7) calendar days, typically beginning on December 1 and ending on December 7. Thereafter, vacation shall be scheduled on a "first come – first served" basis. The calendar dates for bidding may be adjusted by the Employer based on a delay with issuance of the final budget, although the total days for bidding shall not be reduced. Once scheduled, vacations shall not be cancelled absent an actual emergency. Only one Employee can be on vacation at any time, unless the Chief of Police determines staffing needs can be adequately met.

Employees shall not be able to bid a vacation on January 1, July 4th, Labor Day, Thanksgiving, the day after Thanksgiving or Christmas Day. Provided, nothing prohibits the Department from granting leave on one of those dates by seniority if staffing levels otherwise permit.

- 7.3 Employees shall receive all accrued vacation at the time of termination, provided vacation earned during the year of termination shall be prorated.

ARTICLE 8 - SICK LEAVE

- 8.1 Employees of the police department shall accrue sick leave at the rate of eight (8) hours per month with a maximum accrual of one thousand forty (1,040) hours.
- 8.2 Sickness or disability shall be reported to the department head or the immediate supervisor at least four (4) hours prior to commencement of the employee's

workday, or as soon thereafter as practicable. The employee may be required to provide proof of illness. Any employee who utilizes more than three (3) separate work days of sick leave either immediately prior to, or immediately following, their normal weekend (weekly days off) or holiday, may be required to provide a doctor's certificate for every subsequent sick hours taken during the remainder of that year.

- 8.3 Employees noted in 8.1 above are entitled to use sick leave for only a bona fide illness or injury, quarantine due to exposure to contagious diseases, any physical treatment or examination including medical, dental or ocular. Employees may also use sick leave for illness or injury to the employee's spouse or minor child, requiring the employee's attendance and/or care. Employees shall make reasonable attempts to schedule routine medical, dental and vision care appointments during their off-duty time so as to not impact department staffing levels. Emergency and last minute appointments shall be approved by the immediate supervisor not an Association member, or Police Chief.

Sick leave may also be used for parents, including "step", who do not live in the employee's household, under circumstances defined as serious or extreme and/or life threatening.

- 8.4 Employees entitled to sick leave who have exhausted their sick leave accrual may use accrued vacation.
- 8.5 Time off for medical purposes shall be charged against sick leave for actual time used only.
- 8.6 If an employee retires from the City, meeting LEOFF plan requirements, that employee is eligible to cash out 25% of their sick leave balance at their current straight time rate.

8.7 Leave Provided by Applicable Statutes.

The Employer will provide eligible employees with all family and medical leave, pregnancy disability leave, military leave, and other paid and unpaid leave required by state and federal law, including:

- a) Family and Medical Leave (29 U.S.C. § 2601 et seq. and RCW 49.78).
- b) Family Care Act Leave (RCW 49.12.265).
- c) Pregnancy Disability Leave (RCW 49.60).
- d) Leave for Victims of Domestic Violence, Sexual Assault, and Stalking (RCW 49.76).
- e) Leave for Spouses of Deployed Military Personnel (RCW 49.77).
- f) Military Leave for Public Employees (RCW 38.40.060).
- g) Leave for Certain Emergency Services Personnel (RCW 49.12.460).

Leave eligibility, benefits, and requirements will be determined by applicable state or federal law and will be administered according to the City of Black Diamond Personnel Manual. In the event any provisions of the City of Black Diamond Personnel Manual conflict with state or federal law, then the terms of the state or federal law shall apply.

- 8.8 Employees injured on duty who receive Labor and Industries compensation shall be permitted to sign over the L&I check to the City and receive their regular compensation provided for under the Agreement. Employees shall not exhaust sick leave while on L&I status.
- 8.9 Association members shall be permitted to donate accrued, but unused, vacation or sick leave to other employees in accordance with City policy, as stated in the City of Black Diamond Personnel Manual. The parties recognize that the City will amend its current donation policy to reflect that donated hours will be converted into cash, and then converted into a proportionate share of hours for the employee receiving the donation, to account for pay disparities between the donating and receiving employees. Beyond this change, the City agrees to bargain the impacts of any subsequent policy revision that materially impacts Association members.

ARTICLE 9 - BEREAVEMENT LEAVE

- 9.1 Employees are eligible to receive up to five (5) days of paid bereavement leave for the death of an immediate family member. The specific length shall be determined by the Chief. In addition, employees are guaranteed an additional three (3) days of paid bereavement leave for attendance at the funeral of an immediate family member located more than 500 miles away. In the event an employee's spouse or child dies, the Chief has the discretion to allow the employee to use accrued sick, vacation, or holiday leave for purposes of extended bereavement. All leave taken under this Article shall be used within thirty (30) days of the date of death.

For purposes of this section, "immediate family member" includes spouses, children, stepchildren, foster children, siblings, grandparents, parents of employees or parents of employees' spouses, grandchildren, and any other familial inhabitants of employees' households.

- 9.2 Employees may be excused by the Employer to attend the funeral of deceased fellow employees as leave with pay.

ARTICLE 10 - JURY DUTY

- 10.1 An employee serving on a jury of a federal, state, or municipal court shall be granted leave from City employment to the extent required by such service, and shall be paid during such leave the difference between his/her regular salary and

the amount paid by the Court for such duty. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing date and time served and the amount of jury pay received. The employee shall submit to the City the money received for such services performed during City time. This benefit shall be expanded or diminished based upon changes in applicable federal or state law, and the impacts shall not be negotiated.

ARTICLE 11 - OTHER LEAVES

- 11.1 The Employer provides military leave in accordance with RCW 38.40.060. Leave eligibility, benefits, and requirements will be determined by applicable state law and will be administered according to the City of Black Diamond Personnel Manual. In the event any provisions of the City of Black Diamond Personnel Manual conflict with state law, then the terms of the state law shall apply.
- 11.2 The Employer may grant a regular employee a leave of absence without pay for a period not to exceed ninety (90) days, in the sole discretion of the Employer. No leave of absence without pay shall be granted except upon written request of the employee. Whenever granted, the leave shall be in writing and signed by the Employer, and a copy filed with the department head. Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time leave was granted without loss of seniority status, excepting that the time on leave will be deducted from his total service to determine seniority. Failure on the part of the employee on leave without pay to report promptly at the expiration of the leave shall result in automatic termination of employment. The Employer may, in exceptional circumstances and in its sole discretion extend leave beyond ninety (90) days but reinstatement cannot be guaranteed. The Employee shall be responsible for paying in advance all health insurance premiums during the absence without pay. Failure to do so is grounds for denying the leave of absence.
- 11.3 Pursuant to RCW 1.16.050(3), each employee is entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. Leave will be provided in accordance with Washington law and the City of Black Diamond Personnel Manual. In the event City policy conflicts with Washington law, then the minimum requirements of Washington law shall apply.

ARTICLE 12 - SENIORITY

- 12.1 Seniority is the length of continuous employment in each rank of an employee with the Employer in the police department.

- 12.2 Seniority shall be broken only by resignation, discharge, retirement, layoff of more than six (6) months, or failure to return in accordance with the terms of a leave of absence or when recalled from layoff.

ARTICLE 13 - PROMOTIONS, DEMOTIONS AND TRANSFERS

- 13.1 Promotions, non-disciplinary demotions and transfers will be carried out in accordance with Civil Service Commission rules, regulations and statutes.

ARTICLE 14 - LAYOFFS AND RECALL

- 14.1 Layoffs will be conducted in reverse order of seniority by rank. Recall from layoff shall be done in order of seniority, with the most senior employee within a rank being recalled first. Seniority shall be defined as the total length of service with the Department. As a mandatory condition of reinstatement, an employee subject to recall must be qualified to hold his/her position at the time of recall.
- 14.2 The period for recalling a laid-off employee shall be limited to twelve (12) months beginning on the date of the layoff. The Employer reserves the right to extend the twelve (12) month period at its discretion. It is the responsibility of a laid-off employee to provide current contact information to the Employer. If the Employer has difficulty contacting a laid-off employee, it may request assistance from the Association. Failure of an employee to report for reinstatement within ten (10) days of notification of job availability shall result in loss of seniority and, at the Employer's discretion, may result in the forfeiture of the right to reinstatement.

ARTICLE 15 - HEALTH & WELFARE - DENTAL - VISION - PRESCRIPTION DRUG - PENSION - LIFE INSURANCE

- 15.1 The City shall provide all full-time employees and their dependents the option of enrolling in one of two health plans offered by AWC. The first plan is AWC HealthFirst "No Deductible" plan with AWC Plan "A" dental insurance. The second plan is AWC Group Health \$10 co-pay plan. The vision and orthodontia plans currently offered by AWC (subject to change by AWC) are the following: (1) Vision Service Plan – Full Family, \$25 Deductible; and (2) Orthodontia – Plan V. All employees agree to add both vision and orthodontia plans at their sole expense. Employees also have the option of adding any other benefits offered by AWC through the plans at their sole expense.
- 15.2 For the period of August 31, 2014 through January 31, 2015, the parties agree as follows:
- a. If an employee opts for the AWC HealthFirst "No Deductible" plan, then the City shall pay the premium for the employee and the employee's spouse and dependents. Each employee, as a monthly payroll deduction, shall reimburse the City for a portion of the premium. Each employee shall contribute \$50 per month, plus a percentage of the increase over the

2009 premium rate. The City shall pay ninety (90) percent of the increase in premiums for 2010, 2011, 2012, 2013, 2014, and the first month of 2015, and employees shall pay the remaining ten (10) percent. Thus, the employee's monthly contribution shall be as follows:

	<u>2014</u>	<u>Jan. 2015</u>
Employee Only	\$64.64	\$ 67.97
Employee + Spouse	\$79.60	\$ 86.28
Employee + Spouse + 1 Child	\$86.97	\$ 95.30
Employee + Spouse + 2 or more Children	\$93.19	\$102.89
Employee + 1 Child	\$72.01	\$ 76.99
Employee + 2 or more Children	\$78.23	\$ 84.58

- b. If an employee opts for the AWC Group Health \$10 co-pay plan, then the City shall pay the premium for the employee and the employee's spouse and dependents. Each employee, as a monthly payroll deduction, shall reimburse the City for a percentage of the increase over the 2009 premium rate. The City shall pay ninety (90) percent of the increase in premiums for 2010, 2011, 2012, 2013, 2014, and the first month of 2015, and employees shall pay the remaining ten (10) percent. Thus, the employee's monthly contribution amount shall be as follows:

	<u>2014</u>	<u>Jan. 2015</u>
Employee Only	\$11.80	\$12.98
Employee + Spouse	\$23.52	\$29.71
Employee + Spouse + 1 Child	\$29.64	\$37.40
Employee + Spouse + 2 or more Children	\$35.78	\$45.10
Employee + 1 Child	\$17.94	\$22.62
Employee + 2 or more Children	\$24.08	\$30.33

For the period of February 1, 2015 until December 31, 2016, the parties agree as follows:

- c. For both the AWC HealthFirst "No Deductible" and AWC Group Health \$10 co-pay plans, the City shall pay the premium for the employee and the employee's spouse and dependents. Each employee, as a monthly payroll deduction, shall reimburse the City for a portion of the premium. The City and employees shall equally split (50/50) total premium increases over final 2014 rates. For example, if total premiums for 2015 are 5.0% above the rates in effect in 2014, the City shall pay half (2.5%) of the total increase and employees shall pay the remaining half (2.5%). Using final 2014 rates as the starting point, employees who opt for the AWC HealthFirst "No Deductible" plan shall contribute \$50 per month plus 50% of the total premium increase for 2015 and 2016. Using final 2014 rates as the starting point, employees who opt for the AWC Group Health \$10

co-pay plan shall contribute 50% of the total premium increase for 2015 and 2016.

2015 AWC HealthFirst Cost-Sharing Premiums

Employee Only	\$ 81.28
Employee + Spouse	\$113.01
Employee + Spouse + 1 Child	\$128.63
Employee + Spouse + 2 or more Children	\$141.68
Employee + 1 Child	\$ 96.90
Employee + 2 or more Children	\$109.96

2015 Group Health \$10 Co-Pay Cost-Sharing Premiums

Employee Only	\$ 17.70
Employee + Spouse	\$ 35.28
Employee + Spouse + 1 Child	\$ 44.46
Employee + Spouse + 2 or more Children	\$ 53.67
Employee + 1 Child	\$ 26.91
Employee + 2 or more Children	\$ 36.12

- 15.3 The City has the right to change health and welfare plans and carriers, but agrees that it shall negotiate the impacts of the changes. If the City anticipates changing a benefit from the plan specified above, it shall give the Association no less than thirty (30) days notice so that the parties may meet and discuss other possible alternatives. The parties acknowledge that both of the AWC health plans offered by the Employer (stated in Section 15.1 of this Article) are being eliminated by AWC on December 31, 2017. The parties acknowledge that they will be discussing movement to new health plans in 2016 or early 2017.
- 15.4 For each Employee that is a member of WACOPS the Employer shall pay the annual premium for the life and disability policy offered by WACOPS.
- 15.5 The Employer shall make pension contributions required by statute to the State of Washington, Department of Retirement Systems under the Law Enforcement and Firefighters (LEOFF) Plan.

ARTICLE 16 - DISCIPLINARY PROCEDURES

- 16.1 The Employer may discipline or discharge an employee for just cause inclusive, but not limited to, those causes set forth in the Civil Service Rules and Regulations.
- 16.2 Disciplinary action or measures may include the following:
- A. Verbal Warning

- B. Written reprimand
- C. Reassignment that results in an adverse economic impact
- D. Suspension without pay
- E. Demotion
- F. Discharge

- 16.3 Progressive discipline is generally preferred, but not required, as it is intended to give notice of inappropriate conduct and to afford the Employee an opportunity to improve performance. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offenses and prior record of discipline. Certain types of conduct do not require progressive discipline, and may justify an initial higher level of discipline, or even immediate discharge.
- 16.4 When the Employer determines the circumstances are such that retention of the employee will likely result in the disruption of Employer services, damage to or loss of Employer property or be injurious to the employee, fellow employees or the services provided by the Employer, the Employer may immediately suspend with pay, depending on the circumstances. In such cases the facts supporting the circumstances will be made available to the employee by the Employer not later than three (3) working days after the action became effective.
- 16.5 The provisions of this article shall not apply to newly hired employees serving a probationary period. Consistent with Civil Service rules, the probationary period shall be twelve (12) months from police academy graduation date, not in any case to exceed eighteen (18) months from date of hire. Probationary employees shall work under the provisions of this agreement but shall be only on a trial basis during which period they may be discharged without cause and without any recourse. Employees on probationary status shall be eligible for the twelve (12) month step increase under conditions cited in Article XXIV, Section 24.2 of this agreement.
- 16.6 The employee and the employee's Association representative with the employee's written authorization shall have the right to inspect the full contents of his/her personnel file. No disciplinary document may be placed in an employee's personnel file without the employee having been first notified of said disciplinary document and given a copy. An employee who disagrees with the validity of any disciplinary document added to the file shall have the opportunity to challenge said complaint under the grievance procedure herein, other than verbal or written reprimands, which shall not be subject to the grievance process. In the case of a written reprimand or higher form of discipline, the employee may provide a written response within thirty (30) days of being provided notice, which shall be placed in the personnel file, and only removed if the written response is also removed. The employee shall be required to sign the written reprimand or other disciplinary action acknowledging that they have read the contents of the document.

16.7 Records of disciplinary action shall be removed from all City or Department maintained personnel files and not considered for purposes of progressive discipline based upon the following retention schedule and upon request of the employee:

1. Verbal Warning - Written records of a verbal warning or counseling shall be removed and destroyed after twelve (12) month without a reoccurrence of similar conduct which gave rise to the warning or counseling.
2. Written Reprimand - Written reprimands shall be removed and destroyed after eighteen (18) months without reoccurrence of the same conduct which gave rise to the reprimand.
3. Suspension – Suspensions shall be removed and destroyed after sixty (60) months without a reoccurrence of similar conduct which gave rise to the suspension.

Records of disciplinary action shall be kept by the City as required by Washington State records retention laws and schedules, as promulgated by the Office of the Secretary of State.

ARTICLE 17 - UNIFORMS WEAPONS AND EQUIPMENT

- 17.1 The Employer will provide each new hire with all department issued and required equipment, including uniforms. The Employee shall be responsible for maintaining all issued equipment and uniforms. All issued equipment shall be returned to the City upon termination of employment.
- 17.2 Each employee shall be provided a new ballistic vest at least once every five (5) years or whenever the vest has expired.
- 17.3 For each year of this Agreement, \$650 uniform allowance will be provided to each employee and the allowance can only be used at an approved vendor. The City will pay the vendor directly, up to the amount of unused allowance. The allowance shall be credited to the employee in January of each year. If a piece of equipment or uniform is damaged in the line of duty, it will be repaired or replaced by the City separately, without deduction from the Employee or the uniform allowance.

ARTICLES 18 - GRIEVANCE PROCEDURE

- 18.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly. If a grievance cannot be resolved through informal means, the grievance will be settled as hereinafter provided.

- 18.2 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any specific provision of this Agreement.
- 18.3 Any party who believes they have a grievance arising out of the terms of this Agreement may, except for arbitration, personally or through a representative, apply for relief under the provisions of this Article. Provided an employee cannot grieve an item unless it is approved first by the Association executive board, and proof of said approval is provided to the City at the time the grievance process is commenced.
- 18.4 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless waived or extended by mutual written agreement of the parties to the grievance. For purposes of this Article, "working day" shall be defined as Monday through Friday, excluding holidays recognized by the City (and specified in the City of Black Diamond Personnel Manual).
- 18.5 To timely initiate the grievance process, a party must file a formal written grievance within ten (10) working days beginning on the date the party knew, or reasonably should have known, of the events giving rise to the grievance. If a party fails to comply with this ten (10) working day period, then that party forever waives and forfeits the grievance as well as any and all rights and remedies relating to the grievance. Failure to timely pursue a grievance to the next step renders final and conclusive the last determination and response. If an employee wishes to have those matters currently addressed under Civil Service Rules and Regulations, inclusive of promotions, demotions, transfers, layoffs, recall and discipline, but not limited thereto, the employee must file a request for an investigative hearing within ten (10) working days of the occurrence. Regarding disciplinary actions, the employee may elect to have disciplinary action reviewed by the Civil Service Commission. If the employee elects to have disciplinary action reviewed by the Civil Service Commission then a request for an investigative hearing must be filed with the Commission within ten (10) working days from the date of the disciplinary action. The employee must elect to have disciplinary action reviewed either through the grievance procedure or by the Civil Service Commission. An employee is not entitled to review of disciplinary action under both procedures. If the employee elects to pursue matters before the Civil Service Commission then the Civil Service Commission procedures will be applicable and not those of the collective bargaining agreement.
- 18.6 Prior to initiating the formal grievance procedure, the Association and/or grievant may verbally present a grievance to the Chief or the Chief's designee. A grievant presenting a verbal grievance shall have the option of being accompanied by an Association representative. The presentation of a verbal grievance under this paragraph is intended as a voluntary, optional, and informal method of attempting to settle potential grievances at an early stage. If a verbal grievance is not

satisfactorily resolved, then the grievant may initiate the formal grievance procedure. Presenting a verbal grievance under this paragraph does not suspend the ten (10) working day period for filing a formal written grievance, as dictated by paragraph 18.5 and Step 1 of the formal grievance procedure.

18.7 The formal grievance procedure shall be as follows:

Step 1:

The grievance shall be presented in written form, stating the specific provision(s) of this Agreement allegedly violated, to the Chief within ten (10) working days beginning on the date the party knew, or reasonably should have known, of the events giving rise to the grievance. Thereafter, the Chief shall respond in writing to the aggrieved employee within ten (10) working days after receipt of the grievance. If the employee elects to have applicable matters reviewed by Civil Service then the employee will need to comply with the provisions set forth in Section 18.5 above.

Step 2:

If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, then within ten (10) working days of the response in Step 1 above, the grievance in written form shall be presented to the Mayor or designee. The Mayor or designee shall schedule a meeting with the employee within fifteen (15) working days from the date of submission and respond within seven (7) working days of the meeting to the employee and Association. The employee has the right to be represented by his Association representative and the department head has the right to be represented by an Employer representative.

Step 3:

A. Final and Binding Arbitration and/or Mediation:

If the grievance has not been resolved at Step 2, the Association or City may refer the unsettled grievances to mediation and/or final and binding arbitration. If the parties refer the matter to mediation then the timelines for final and binding arbitration shall be extended to accommodate the mediation process.

B. Notice - Time Limitations: The Association shall notify the other party in writing by certified mail of submission to mediation or arbitration within twenty (20) days.

C. Arbitrator - Selection: After timely notice, the parties shall establish who the arbitrator will be in the following manner:

1. After timely notice, the parties shall select an impartial

arbitrator within thirty (30) days, if possible, after the request is made to arbitrate.

2. If the parties cannot mutually agree on an impartial arbitrator who is able and willing to serve on a timely basis, they will request a list of nine (9) arbitrators who are willing to abide by time limitations. A list of impartial arbitrators shall be furnished by the Public Employment Relations Commission (PERC). The parties shall flip a coin to determine who will strike the first name, following which each will alternately strike one of the names submitted until one (1) name remains. This person will serve as the sole arbitrator subject to the following provisions.

D. Decision - Time Limit: The arbitrator will meet and hear the matter at the earliest possible date after the selection of said arbitrator. After completion of the hearing, a decision shall be entered within thirty (30) days or as soon as possible thereafter, unless an extension of time is agreed upon as provided for herein.

E. Limitations - Scope - Power of Arbitrator:

1. The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.

2. The arbitrator shall only have the power to interpret and apply the specific terms of the Agreement and/or determine whether there has been a violation of the terms of this Agreement.

3. The arbitrator shall also have the authority to receive evidence and question witnesses.

4. The arbitrator shall not have the authority to review or consider appeals carried out pursuant to Civil Service Commission Rules and Regulations.

F. Arbitration Award - Damages - Expenses:

1. Each party hereto shall pay the expenses of their own attorneys, representatives, witnesses, and other costs associated with the presentation of their case. The party that did not substantially prevail shall pay the expenses of the arbitrator.

2. The arbitrator's written award shall be final and binding on all parties.

ARTICLE 19 - NON-REDUCTION OF WAGES AND WORKING CONDITIONS

- 19.1 The parties hereto agree that the wages and working conditions specified in this Collective Bargaining Agreement shall not be modified during the agreement term, except as provided herein or as authorized by law. The Employer may provide additional benefits to the Employees, from time to time, as may be adopted by City ordinance or resolution.

ARTICLE 20 - STRIKES AND LOCKOUTS

- 20.1 The employer and the Association recognize that the public interest requires the efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this agreement, neither the Association nor the Employer shall cause, engage in, or sanction any work stoppage, slowdown, or other interference with City functions. Employees who engage in any of the foregoing actions may be subject to disciplinary action including immediate discharge. No individual shall receive any portion of his/her salary or benefits as provided by the employer, and in accordance with applicable law, while engaging in activities in violation of this Article.

ARTICLE 21 - ASSOCIATION REPRESENTATION

- 21.1 An authorized representative of the Association shall have the right, in unpaid status and after obtaining appropriate signed releases from the affected employees, to investigate grievances or conditions at reasonable hours upon first securing permission from the Employer to do so and without interfering with the progress of work. The Association shall advise the Employer, in writing, of the names of their authorized representatives and stewards.

ARTICLE 22 - BULLETIN BOARD

- 22.1 The Employer shall provide space for a bulletin board of no more than 8 square feet in size, for the Association's use in an area conveniently accessible to bargaining unit employees, solely to be used for the purpose of notifying employees of matters pertaining to Association business. All notices shall be signed by a representative of the Association who is authorized by the Association to approve Association notices. The Board shall be properly maintained, in a neat and safe manner, by the Association.

ARTICLE 23 - NON-DISCRIMINATION

- 23.1 The Employer agrees that they will not discriminate against any employee because of lawful Association activity.

- 23.2 Neither the Association nor the Employer, in carrying out their obligation under this agreement, shall not unlawfully discriminate in matters of hiring, training, promotion, transfer, layoff, discharge, or otherwise because of race, color, creed, national origin, gender, age, marital status, disability or religion.
- 23.3 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 24 – WAGES

- 24.1 The Employees shall be paid the base wage set forth in Appendix A.
- 24.2 For the duration of this Agreement, wages for Association members shall remain fixed at rates as they existed on August 30, 2014. Wage rates are still subject to adjustments for education incentive pay (as described in this Article), specialty pay (as described in this Article), progression through steps (as described in Appendix A of this Agreement), and promotions.
- 24.3 All bargaining unit employees shall receive an education incentive added to the base pay equal to 2% for an Associate Arts Degree or 4% for a Bachelor Degree and 6% for a Masters degree.
- 24.4 Employees assigned by the chief to act as a Field Training Officer or full time Detective shall be paid an additional premium of three percent (3%) of the base rate of pay each month. There shall be no pyramiding of premium pays, and the FTO premium pay shall only apply during actual training time.
- 24.5 The K-9 Officer shall receive one-half hour release time from each shift and one-half hour of pay or compensatory time off on each day off for compensation for the at home care and feeding of the dog.

ARTICLE 25 - SEPARABILITY

- 25.1 In the event that any provision of this agreement shall at any time be declared invalid by a final judgment of any court of competent jurisdiction, or through a final decree of a government, state or local body, such decision shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that any invalid provision of this agreement shall be modified through negotiations to comply with the existing regulations or laws.

ARTICLE 26 - MILEAGE ALLOWANCE

- 26.1 All employees required by the cognizant department head to use their private cars for official departmental business, shall be compensated at the rate provided by ordinance or resolution, or as the same may be amended or substituted.

ARTICLE 27 – TAKE HOME CARS

- 27.1 Employees shall be provided their assigned regular patrol vehicle as a take home vehicle, subject to the rules and regulations, including amendments there to, that are adopted by the Chief of Police. Each employee will be required to sign, prior to receiving a take home vehicle, an agreement with the City that they will comply with the adopted rules and regulations and failure to do so may result in losing the take home car privilege. If the take home car privilege is taken away from an officer, only whether or not a violation of the adopted rules and regulations has occurred will be subject to the grievance process.

ARTICLE 28 - CONFLICT OF CONTRACT AND ORDINANCE

- 28.1 The rules and regulation of the Black Diamond Civil Service Commission shall govern unless specifically superseded by the terms and conditions of the Agreement.

ARTICLE 29 - MANAGEMENT RIGHTS

- 29.1 Except as expressly modified or restricted by a specific provision of this Agreement or applicable Civil Service Regulations, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in management. This shall include, but is not limited to the right in its sole and exclusive judgment and discretion to; 1) take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the department or the City; 2) to discipline employees for cause; 3) to determine the number of employees to be employed and the appropriate staffing levels; 4) to conduct job analysis and performance; 5) to determine the duties, task, responsibilities and essential functions of each job; 6) to hire employees; 7) to determine employee qualifications and to assign and direct their work; 8) to evaluate employee's performance; 9) to promote, demote, transfer, lay off, recall to work, and retire employees; 10) to set productivity standards; 11) to set reasonable fitness standards; 12) to maintain the efficiency of operations; 13) to set working schedules, add or delete shifts, and determine the shift to be worked; 14) to determine the personnel, methods, means and facilities by which operations are conducted; 15) to contract for goods and \or services; 16) to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation or service; 17) to control and regulate the use of facilities, equipment, and other property of the department; 18) to introduce new or improved equipment, materials, or methods; and 19) to issue, amend, revise and delete policies, rules, regulations, general orders, administrative directives and practices.
- 29.2 The Employer's failure to exercise any right reserved to it in section 29.1, or its exercise of the right in a particular way, shall not be considered a waiver of the right, or a limitation of its exercise of the right in some other way not in conflict

with the express provisions of this Agreement. There shall be no prevailing right of the Association or the Employee to any particular way a management right has been exercised in the past, or a benefit has been administered, except as expressly set forth in this Agreement.

ARTICLE 30 – BILL OF RIGHTS

- 30.1 Subject to the provisions of this Agreement and except as otherwise provided, employees have the right to use the grievance procedure contained herein to protect their rights as set forth in this Agreement.
- 30.2 All employees within the bargaining unit shall be covered by the following rules and regulations. The powers and duties of law enforcement officers involve them in many contacts with members of the public and questions are bound to arise as to the nature of such contacts, which questions require immediate investigation by superior officers who have been authorized to make such investigations by the Chief of Police.

Such investigations shall be conducted under the following general guidelines:

30.2.1 When a permanent, non-probationary employee is the subject of a formal internal investigation by the Black Diamond Police Department, prior to any interview of the employee, the employee shall be advised of the general nature of the inquiry of and whether he or she is suspected of (1) committing a criminal offense; (2) misconduct that would be grounds for termination, demotion, suspension, or other disciplinary actions; (3) that the employee may not be qualified for continued employment with the Department. All interviews shall be conducted in a manner consistent with due process rights granted by law. The officer shall not thereafter contact the citizen or witnesses without prior written permission of the Chief of Police.

30.2.2 If the Chief of Police determines that the officer should be questioned about the allegation, such questioning shall be done as soon as practicable. Unless an emergency is thought by the Chief of Police to exist, such questioning shall be while the member is on duty and during the daytime, if possible.

30.2.3 Questioning of the officer shall be with full regard to his constitutional rights. If the allegations amount to a charge that the officer is guilty of a crime, he shall be fully advised of his rights under the Miranda decision. The employee shall have the right to retain an attorney of his own choosing, (at no expense to the City of Black Diamond). Such attorney (and/or a representative of the Association) shall have the right to be present during any questioning.

30.2.4 An employee who is the subject for a formal investigation shall have a right to make copies of any statement he or she has signed pertaining to

the investigation and shall be entitled to a copy, at its expense, of any recording of an interview of the employee.

30.2.5 It is understood that under state law, no officer may be required to take any lie detector test as a condition of continued employment, though he may request a polygraph test. If one is requested by the employee, and the Employer consents to the polygraph of the employee, it shall be taken by an independent agency chosen by the Chief of Police, after consultation with the Association, at the Employee's expense.

ARTICLE 31- LIABILITY INSURANCE

- 31.1 The Employer agrees to either provide insurance coverage on behalf of the employees or provide liability defense for employees or a combination thereof in order to reasonably protect and indemnify employees from liability to third parties resulting from employees negligently performing duties within the scope of employment provided, however, such coverage will not protect the employee from their intentional and/or malicious tortious acts or assaults. Subject to the provisions of this Article, the coverage will include reasonable attorney's fees incurred by attorneys chosen by the City and reasonable costs connected with lawsuits.
- 31.2 The Drug and Alcohol Policy and procedures mutually agreed on by the parties is hereby incorporated by reference as though it were set out specifically and completely in this Agreement. Said policies and procedures are a part of this Agreement.

ARTICLE 32 - TERMINATION AND RENEWAL

- 32.1 This agreement shall be in full force and effect from August 31, 2014 until December 31, 2016.

**CITY OF BLACK DIAMOND,
WASHINGTON**

**BLACK DIAMOND POLICE
OFFICERS' ASSOCIATION**

By: _____
Mayor Carol Benson

By: _____
Sgt. Brian Martinez, President

Date: _____

Date: _____

Attest:

Brenda L. Martinez, City Clerk

APPENDIX A

Effective August 31, 2014

	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	5,037	5,645	6,255	6,863.00	7,440
Police Sergeant	8,292	8,757	N/A	N/A	N/A

An officer's wage shall be increased to the next step on his/her step-increase eligibility date and upon a satisfactory performance evaluation. For employees hired on or before May 6, 2010, the step-increase eligibility date is the first day of the month of hire. For employees hired after May 6, 2010, including all future employees, the step-increase eligibility date is the first day of the month of hire if hired from the 1st through the 15th of the month, or the first day of the month following the month of hire if hired from the 16th through the 31st of the month.

Employees will submit timesheets to the Employer's payroll department one week before the end of each month to allow sufficient time for payroll processing. A lag report for overtime earned, or leave taken, during the last week of each month will be submitted by employees with the following month's timesheets.

	August 2014 Wage
Josh Tapece	7,440.00
Kris Chatterson	7,440.00
Tim Macdonald	7,440.00
Brian Martinez	8,757.00
Megan Ross	5,037.00
Brian Lynch	8,757.00

MEMORANDUM OF UNDERSTANDING
CITY OF BLACK DIAMOND
AND
BLACK DIAMOND POLICE OFFICERS' ASSOCIATION

1. Dates and Parties. This Memorandum of Understanding (MOU) is effective January 1, 2015 through June 30, 2015, by and between the City of Black Diamond (the "City") and the Black Diamond Police Officers' Association (the "Association").
2. Background and Purpose.
 - a. The parties have executed a collective bargaining agreement ("CBA") for the period of August 31, 2014 through December 31, 2016.
 - b. During the underlying bargaining process of the CBA, the parties agreed to conduct a six (6) month trial study (the "study") to track the potential costs and operational impacts of implementing a required seventy-two (72) hour notice period for changes to the regularly-scheduled work shifts of Association members.
3. Agreed Interpretation of the Terms of the Study.
 - a. The study will start on January 1, 2015 and conclude on June 30, 2015. The parties will cooperatively track the elements detailed below.
 - b. During the study, the parties will track changes to work shifts occurring with less than seventy-two (72) hours' notice to affected Association members. The purpose of this component of the study is to determine how often Association members have their work shift changed without at least seventy-two (72) hours' notice.
 - c. During the study, the City will track, but not implement, the cost of paying overtime rates for hours falling outside of a regular work shift, provided the change to the regular work shift occurs with less than seventy-two (72) hours' notice to the affected Association member and results in a deviation of four (4) or more hours from the regular work shift. The purpose of this component of the study is to determine the potential financial impact to the City.
 - d. The required notice and overtime provisions of this study will not apply to work shift changes necessitated by an emergency or by the mutual agreement of the City and an affected Association member.
 - e. During the study, the parties agree to schedule labor/management meetings at mutually agreeable dates and times to address ongoing issues with changes to the work shifts of Association members.

- f. At the conclusion of the study, on or after June 30, 2015, the parties agree to meet at mutually agreeable dates and times solely for purposes of bargaining potential changes to the work shift notice and overtime provisions in the CBA.
4. Duty of Impact Bargaining Guaranteed. In the event of a layoff or reduction in force, the City agrees to bargain the impacts that any layoff or reduction in force may have on the work schedule or work shifts of Association members.
5. Confirmation of Agreement Terms. All other terms and conditions of the CBA shall remain unchanged and in full force and effect.

CITY OF BLACK DIAMOND

BLACK DIAMOND POLICE OFFICERS' ASSOCIATION

Date: _____

Date: _____

Carol Benson, Mayor

Sgt. Brian Martinez, President

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION		
SUBJECT: AB15-020 Resolution authorizing the Mayor to execute a lease agreement with Sorci Family LLC for City Hall office space	Agenda Date: February 19, 2015	
	AB15-020	
	Mayor Carol Benson	X
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Aaron Nix	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$	Public Works – Seth Boettcher	
Fund Source: --	Court – Stephanie Metcalf	
Timeline:		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution No. 15-1014; Lease		
SUMMARY STATEMENT: Since June of 2008 the City has leased office space for City Hall from Sorci Family LLC. The City desires to continue to occupy this space and the Sorci Family LLC has offered to continue to lease to the City. The new lease agreement would commence on April 1, 2015 and ending on December 31, 2021. The City may elect to terminate this lease before the end of the lease term provided a minimum of 90 days written notification is provided, upon payment of the lease termination fee in accordance with Paragraph 4 of the agreement. FISCAL NOTE (Finance Department): The 2015 Budget included \$6,000 for the January 1, 2015 through March 31, 2015 lease costs per the new lease agreement. The 2016 budget will need to include the annual lease amount of \$24,000 plus the city share of Utility and Lease hold tax per the new lease agreement.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: The Finance Committee reviewed this lease at their February 12, 2015 meeting and recommended approval.		
RECOMMENDED ACTION: MOTION to Resolution No. 15-1014, authorizing the Mayor to execute a lease with Sorci Family LLC for City Hall office space.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
February 19, 2015		

RESOLUTION NO. 15-1014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A LEASE FOR
REAL PROPERTY WITH THE SORCI FAMILY, LLC FOR
THE USE OF CITY OFFICE SPACE**

WHEREAS, the City entered into a lease agreement for real property with Sorci Family, LLC on June 19, 2008; and

WHEREAS, the City desires to continue to occupy the office space (City Hall) with the lease commencing on April 1, 2015 and ending on December 31, 2021; and

WHEREAS, Sorci Family, LLC has offered to continue to lease to the City property that is zoned for office use; said property being identified as King County Assessor's Parcel Number 1521069093 and legally described as Exhibit A in the lease agreement; and

WHEREAS, the City may elect to terminate this lease before the end of the lease term provided a minimum of 90 days written notification is provided, upon payment of the lease termination fee in accordance with Paragraph 4 of the lease;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. Authorizing the Mayor to execute the lease for real property with the Sorci Family, LLC for the use of City office space substantially in the form attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 19TH DAY OF FEBRUARY, 2015.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

After Recording Return to:

Loren D. Combs
VSI Law Group, PLLC
3600 Port of Tacoma Road, Suite 311
Tacoma, WA 98424

LEASE FOR REAL PROPERTY

1. Date and Parties. This Lease, for reference purposes only, is dated the ____ day of January, 2015, and is entered into by and between Sorci Family LLC, a Washington Limited Liability Company ("Lessor") and the City of Black Diamond, a municipal corporation organized under the laws of the State of Washington, ("Lessee").

2. Subject Property and Leased Premises. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the approximately 2,000 square feet of office space identified as Unit B ("Leased Premises") in the office building located on the land legally described in Exhibit A attached hereto and commonly known as 24301 Roberts Drive, Black Diamond, Washington, King County Assessor's number 1521069093.

3. Lease Term. The term of the Lease shall commence on the 1st day of April, 2015 and end on the 31st day of December, 2021. Lessee may extend the Lease for six (6) additional one (1) year terms, provided that written notice of the Lessee's intent to extend is provided to Lessor at least ninety days prior to the end of the then-current term. If the notice is timely given and the Lessee is not in default under any of the Lease provisions, then the Term shall be extended for an additional one (1) year, upon the same terms and conditions, except for the adjustment of the lease amount as set forth in Paragraph 4 below. Notwithstanding the foregoing, at the time the new City Hall facilities are ready for occupancy, Lessee may terminate this Lease upon 90 days advance written notice, upon payment of the lease termination fee in accordance with Paragraph 4 below.

4. Rent. The monthly base rent for the first nine months of the Lease shall be \$0. Commencing January 1, 2016 the monthly base rent shall be Two Thousand and no/100 U.S. dollars (\$2,000.00) per month. The base rent payment shall be due by the 8th day of each month. The rent shall be increased each year to reflect the increase in the Consumer Price Index for urban workers (CPI-U) for the Seattle/Tacoma/Everett metropolitan area, as prepared by the US Department of Labor, from July to July in the preceding year. As additional rent the Lessee shall pay the leasehold tax against the subject property. In addition to the above referenced increases,

the rent shall be adjusted to the fair market rental value at the beginning of the first lease extension term, with CPI increases as set forth above for each subsequent extended term. The parties shall meet with 14 days of receipt of the notice to extend in an attempt to establish the fair market value. If the parties cannot agree, then the parties shall attempt to agree on a licensed appraiser to perform an appraisal. Each party shall be responsible for ½ of the appraisal cost. If the parties cannot agree on an appraiser then the parties shall each choose an appraiser and the two appraisers shall choose a third appraiser who shall then perform the appraisal. If the Lessee terminates the Lease under Paragraph 3 above within 36 months after commencement of the Lease term, the Lessee shall pay a lease termination fee of \$18,000. The termination fee shall be reduced by \$2000 per month thereafter. There shall be no lease termination fee for termination by the Lessee under Paragraph 3 more than 45 months after commencement of the lease term.

5. Charitable Donation. Lessee acknowledges the Lessor is donating the first nine months of rental to the Lessee, in an amount equal to the fair market rental value. Prior to commencement of the Lease term, Lessee shall provide Lessor with written acknowledgement of the donation, and provide such other information as Lessor may reasonably may require to document the donation for the IRS.

6. Utilities. Lessee agrees to pay for all utilities charges associated with Lessee's use of the Leased Premises. Provided, however, Lessor shall be responsible for any utility assessment charged to the Subject Property for system wide utility improvements, such as, but not limited to LID and ULID assessments. Lessee agrees to reimburse Lessor for one half of the municipal stormwater fees associated with the parcel that is subject to the Lease and one fourth of the sanitary sewer fees. Lessor agrees that is will invoice the Lessee for these amounts on a quarterly basis with amounts shall be paid by the Lessee within 30 days of receipt of such invoice.

7. Parking. Lessor shall be provided with a minimum of 15 parking stalls on the Subject Property. The Parking stalls shall not be reserved stalls, but will be undesignated stalls within the common surface parking area on the Subject Property, adjacent to the office building. Lessor agrees that he will not allow further uses on the Subject Property that would require the use of any of the 15 stalls in order to meet City of Black Diamond parking requirements, nor shall the Lessor enter into other contractual arrangements for parking that would require the use of the undesignated 15 stalls to meet the contractual obligation.

8. Indemnification and Insurance. Lessee shall defend, indemnify, and hold harmless the Lessor from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Lessee's negligent use of Leased Premises, or from the negligent conduct of Lessee's business, or from any activity, work or thing done, permitted, or suffered by Lessee in or about the Leased Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the Lessor. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or

resulting from the concurrent negligence of the Lessee and Lessor, the Lessee's liability hereunder shall be only to the extent of the Lessee's negligence. (The City can't indemnify the Lessor for the Lessor's negligence or liability.) The Lessee shall procure and maintain for the duration of the Lease, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Lessee's operation and use of the Leased Premises, with insurance limits to be approved by Lessor. Lessor approves the Lessee's current insurance limits.

9. Assignment and Subletting. Lessee shall not assign this Lease nor sublet the leased premises without Lessor's written consent.

10. Waivers. One or more waivers of any covenants or conditions by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition or agreement.

11. Use of Premises. Lessee will not make any changes or alterations to the Property without Lessor's prior written consent, which consent will not be unreasonably withheld. Lessee agrees not to violate any law, ordinance, rule, or regulations of any governmental authority having jurisdiction of the leased premises. Provided, it is anticipated that the Lessee may desire to make improvements to the inside of the building in order to make it accommodate the intended purpose of using the building for City offices. The Lessor shall consent to such tenant improvements as necessary to carry out the purpose of the lease of the Leased Premises and cooperate in obtaining necessary permits, if necessary, to do so if all the following conditions are met:

- (1) Adequate assurances are provided to protect the Subject Property from any liens;
- (2) The permitting process and structure improvements are done at no expense to Lessor; and
- (3) The Lessee agrees to indemnify and hold the Lessor harmless from any claims relative to the building interior modifications.

12. Default. It is agreed that if any rent shall be due and unpaid, or if default is made of any of the covenants and agreements to be performed by Lessee as set forth herein, then the Lessor may, at his option, enter upon said premises and relet the same for such rent and upon such terms as Lessor may see fit; and if the full rental herein shall not be realized by Lessor over and above any expense to Lessor in such reletting, Lessee will pay any deficiency promptly upon demand, or the Lessor may declare this Lease terminated and forfeited and take possession of the said premises, and Lessee agrees to pay a reasonable attorney fee and the costs of any Court action should it be necessary to enforce any of Lessor's remedies in this paragraph contained if Lessor is the prevailing party. Lessor agrees to pay a reasonable attorney fee and the costs of any Court action if Lessee should be the prevailing party.

13. Right of First Refusal. Lessor hereby grants to Lessee, on the terms and conditions herein set forth, the Right of First Refusal to purchase (as that term is hereafter described) the property subject to this lease. In the event that, while this Lease is in effect, the Lessor has received an offer for the purchase of the leased property subject only to this right of First Refusal, then Lessor shall provide Lessee with a fully signed copy of that Offer. If Lessee desires to exercise this Right, then Lessee shall, within ten (10) days after delivery to it of a copy of such Offer, deliver to Lessor a written notice of exercise. Upon such notice of exercise having been delivered, the Sale to Lessee shall close upon all the terms and conditions contained in the offer, except that Lessee shall be substituted for the original purchaser. If the original proposed purchaser has deposited any earnest money, then Lessee must, in order to make his notice of exercise effective, tender to Lessor along with his notice of exercise, the same amount of earnest money in the same form. If the notice to exercise the Right of First Refusal is not timely received, then the right is automatically terminated, and the Lessor may sell the property on the terms and conditions set forth in the Offer. If the transaction is closed, then the lease shall automatically terminate on the date the conveyance document is recorded. For the purpose of this Right of First Refusal, an Offer to purchase shall mean not only an agreement for conveyance of title either immediately at closing, or upon payment in full of a real estate contract, but also any ground lease with an initial term of not less than twenty-five (25) years. Provided, however, nothing in this provision is to be construed as preventing the parties from negotiating in the future with regards to whether or not credit against the purchase price should be given for any or all of the authorized improvements Lessee may make to the Leased Premises.

14. Written Notices: All Notices required by this Agreement shall be considered properly delivered (1) when personally delivered, or (2) when transmitted by facsimile showing date and time of transmittal, or (3) on the day of receipt of a mailing, postage prepaid, certified mail, return receipt requested, or (4) one (1) day after depositing in overnight carrier, e.g. Federal Express to:

Lessor: Sorci Family LLC
c/o Mario Sorci
Anesthesia Equipment Supply Inc.
24301 Roberts Drive
Black Diamond, WA 98010
Facsimile: (800) 568-1679

Lessee: City of Black Diamond
Attention: City Administrator
P.O. Box 599
Black Diamond, WA 98010
Facsimile: (360) 886-2592

15. Transfer of Lessor's Interest. This Lease shall be assignable by Lessor without the consent of Lessee. In the event of any transfer or transfers of Lessor's interest in the Leased Premises, other than a transfer for security purposes only, upon the assumption of this Lease by the transferee, Lessor shall be automatically relieved of obligations and liabilities accruing from and after the date of such transfer, including any liability for any retained security deposit or prepaid rent, for which the transferee shall be liable, and Lessee shall attorn to the transferee.

16. Entire Agreement. This Lease contains all of the covenants and agreements between the Lessee and Lessor relating to the Premises. No prior or contemporaneous agreements or understandings pertaining to this Agreement shall be valid or of any force and effect and the covenants and agreements in this Lease shall not be altered, modified or amended except in writing signed by the duly authorized representatives of the Lessee and Lessor.

17. Severability. The provisions of this Lease are declared to be severable. If any provision of this Lease is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or unconstitutionality of any other provision.

[this space intentionally left blank]

18. Governing Law, Venue. This Lease shall be governed by and construed in accordance with the laws of the State of Washington. The jurisdiction and venue of any proceeding brought to enforce the terms of this Lease shall be in King County Superior Court, King County, Washington.

DATED this _____ day of February, 2015.

LESSOR:

LESSEE:

SORCI FAMILY LLC

CITY OF BLACK DIAMOND

By: Mario Sorci

By: Carol Benson
Its: Mayor

ATTEST:

Brenda L. Martinez, City Clerk

Approved as to Form:

City Attorney

STATE OF WASHINGTON)
) ss.
County of King)

I certify that I know or have satisfactory evidence that Mario Sorci is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath, stated that he was authorized to execute the instrument and acknowledged it as the managing member of Sorci Family LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

NOTARY PUBLIC

Print Name: _____

My appointment expires: _____

EXHIBIT A

LEGAL DESCRIPTION

POR NE 1/4 BEG NE COR TH S ALG E LN 1296.05 FT TH S 89-51-08 W 239.34 FT TAP ON E LN TR DESC AUD # 3031570 & TPOB TH N 87-45-28 W 238.48 FT TO W LN TR DESC AUD #1645619 TH N 3-30-28 W COMMON WITH LN DESC AUD #1645619 240.81 FT TH S 87-45-28 E 180.9 FT TH S 63-12-28 E TO NE COR TR DESC AUD #3031570 TH S 0-08-52 E COMMON WITH LN DESC AUD #3031570 TO TPOB AKA POR OF PCL 1 OF BLACK DIAMOND SP NO 78-007 RECORDING NO 7811039014 TGW N 93 FT OF FOLG DESC PCL - BEG NE COR SD SEC 15 TH S ALG E LN OF SEC 1915.41 FT TH S 89-51- 08 W 440.67 FT TO SW COR OF TR CONV UNDER AUD #1645619 & TPOB TH N 03-30-28 W ALG W LN OF SD TR 630.39 FT M/L TO SW COR SD PCL 1 BD SP 78-007 REC #7811039014 TH S 87-45-28 E 178.48 FT M/L TAP 60 FT W FR TR DESC UNDER REC # 7501070376 TH S 0-08-52 E 320 FT M/L PLT W LN OF SD TR TAP 60 FT W FR SW COR THOF TH S 05-45-43 W 308 FT M/L TO SE COR OF TR DESC UNDER AUD #1656204 TH N 87-45-28 W ALG S LN OF TRS DESC UNDER AUD #1656204 & 1645619 DIST 110 FT TO TPOB - SD PCL CONTAINS ALL OF LOT B OF BLACK DIAMOND LLA #90-02 REC #9002280435

CITY COUNCIL AGENDA BILL

**City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010**

ITEM INFORMATION		
SUBJECT: AB15-021 Resolution authorizing the Mayor to sign an extension to the Interlocal Agreement with King County for Animal Control Services through 2017	Agenda Date: February 19, 2015	
	AB15-021	
	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	X
	Com Dev/Nat Res – Aaron Nix	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$8,124-2015		
Fund Source: --	Public Works – Seth Boettcher	
Timeline: 2015	Court – Stephanie Metcalf	
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution No. 15-1015; ILA Extension; Current ILA		
<p>SUMMARY STATEMENT:</p> <p>Since 1957 the City of Black Diamond has contracted with Regional Animal Services of King County (“RASKC”). In June of 2010 the City entered into a new Interlocal Agreement with King County for Animal Services and this agreement was extended through December 2013 and again through December 2015. The agreement allowed another two year extension through 2017. This resolution will authorize the Mayor to sign the two year extension through December 2017 with the same terms.</p> <p>The RASKC contracting cities have been meeting to review this extension and will each be asked to sign their respective agreements. This is an especially good financial agreement, as the projected King County costs to Black Diamond are expected to be well below the cost it would take for Black Diamond to have their own animal control. The costs to each city are offset by the amount of Animal License Fees that are remitted to King County by Black Diamond residence.</p> <p>King County projected Black Diamond’s fiscal impacts at \$7,232 for 2016 and \$8,124 for 2017, up from the net cost of \$5,936 for 2014. Costs are allowed to increase in future years with inflation and system-wide population growth but can be offset by pet license revenue growth and creation of a local marketing and promotion program.</p> <p>FISCAL NOTE (Finance Department): The 2014 budget for Animal Control was \$9,293. King County refunded \$3,357 for a net cost for 2014 of \$5,936. King County’s estimated amount for 2015 is \$8,124, which is less than the \$10,000 we have in the 2015 Budget.</p>		
<p>COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: The Finance Committee reviewed the King County Animal Control ILA extension at their February 12, 2015 Finance Committee meeting and recommended approval.</p>		

RECOMMENDED ACTION: MOTION to adopt Resolution No. 15-1015, authorizing the Mayor to execute an agreement to extend the Interlocal Agreement with King County for Animal Control Services through December 31, 2017.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 19, 2015		

RESOLUTION NO. 15-1015

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT TO
EXTEND THE INTERLOCAL AGREEMENT BETWEEN THE CITY
AND KING COUNTY FOR ANIMAL SERVICES THROUGH
DECEMBER 31, 2017**

WHEREAS, the provision of animal control, sheltering, and licensing services protects public health and safety and promotes animal welfare; and

WHEREAS, the City and the County are parties to an Interlocal Agreement that took effect on July 1, 2012, and remains in effect through December 31, 2015 ("Interlocal Agreement"); unless otherwise extended through December 31, 2017; and

WHEREAS, the Interlocal Agreement provides for a two-year extension of Term in Subparagraph 4.b.; and

WHEREAS, subparagraph 4.b., section I, states either Party may propose amendments to the Agreement as a condition of an extension; and

WHEREAS, the County and the City wish to extend the Interlocal Agreement through December 31, 2017, as contemplated within Section 4 of the Interlocal Agreement;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute an Agreement to extend the Interlocal Agreement between the City of Black Diamond and King County for Animal Services, substantially in the form attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT
A REGULAR MEETING THEREOF, THIS 19TH DAY OF FEBRUARY, 2015.**

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk



King County

Records and Licensing Services Division

Department of Executive Services
King County Administration Building
500 Fourth Avenue, Room 411
Seattle, WA 98104-2337
206.296-2710 Fax 206.296-4029
TTY Relay: 711

January 22, 2015

The Honorable Carol Benson
City of Black Diamond
24301 Roberts Drive
P.O. Box 599
Black Diamond, WA 98010

Dear Mayor Benson,

Enclosed please find two originals of the *Agreement to Extend Animal Services Interlocal Agreement through December 31, 2017*. The Agreements were distributed to the attendees of the JC4 meeting in Bellevue yesterday, January 21, 2015. We are sending your originals via U.S. Certified Mail for your signature.

Please execute both originals and return to the attention of Sean Bouffiou by March 1, 2015 to the address below:

King County Records and Licensing Services
Attn: Sean Bouffiou
500 Fourth Ave., Room 411
Seattle, WA 98104

When both originals are signed by Executive Constantine we will return a fully executed original to you for your files.

Sincerely,

Sean Bouffiou
Finance Administrator
Department of Executive Services, Records and Licensing Services

Enclosures (2)

cc: Norm Alberg, Director, King County Records and Licensing Services

Black Diamond 01/22/2015

**AGREEMENT TO EXTEND
ANIMAL SERVICES INTERLOCAL AGREEMENT
THROUGH DECEMBER 31, 2017**

This AGREEMENT is made and entered into by and between KING COUNTY, a Washington municipal corporation and legal subdivision of the State of Washington (the "County") and the undersigned Cities ("Contracting Cities").

WHEREAS, the County and each Contracting City entered into an Interlocal Agreement regarding the provision of animal control, sheltering and licensing services for the period of 2013 through 2015 ("Interlocal Agreement"); and

WHEREAS, the Interlocal Agreement took effect on July 1, 2012 and remains in effect through December 31, 2015, unless otherwise extended through December 31, 2017; and

WHEREAS, the Interlocal Agreement provides for a two-year extension of Term in Subparagraph 4.b.; and

WHEREAS, Subparagraph 4.b, section i, states either Party may propose amendments to the Agreement as a condition of an extension; and

WHEREAS, Subparagraph 4.b, section ii, states that nothing in this Agreement shall be construed to compel either Party to agree to an extension or amendment of the Agreement, either on the same or different terms; and

WHEREAS, Subparagraph 4.b, section iii, states that the County agrees to give serious consideration to maintaining the various credits provided to the Contracting City under this Agreement in any extension of the Agreement; and

WHEREAS, the County and Contracting Cities ("the Parties") wish to extend the Interlocal Agreement through December 31, 2017, as contemplated within Section 4 of the Interlocal Agreement;

NOW THEREFORE, in consideration of the promises, covenants and agreements contained in the Interlocal Agreement, as extended, the Parties agree as follows:

1. The Interlocal Agreement shall remain in effect through December 31, 2017 under the same terms and conditions and may not be terminated for convenience.
2. In order to maintain the same terms and conditions, dates within Interlocal Agreement shall reflect the extended 2016 and 2017 period, as set forth in Attachment A.
3. The County may sign an agreement with additional cities for provision of animal services prior to the expiration of the extended Interlocal Agreement, but only if the additional city agreement will not increase the Contracting Cities' costs payable to the County under the Interlocal Agreement.

4. The Parties agree that, in light of their decision to now extend the Interlocal Agreement for an additional two year term as provided herein, procedures set forth in Section 4 of the Interlocal Agreement for meeting to discuss the prospect of an extension, for proposing amendments to the Interlocal Agreement during the extended term and for providing notice of intent to extend the Interlocal Agreement are superfluous. The Parties accordingly waive their rights to such procedures.
5. This Agreement to extend the Interlocal Agreement may be executed in counterparts by each Contracting City and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed effective this ____ day of _____, 2015.

King County

City of Black Diamond

Dow Constantine
King County Executive

Carol Benson
Mayor, City of Black Diamond

Date

Date

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney

Black Diamond City Attorney

Date

Date

ATTACHMENT A

RASKC ILA Extension Dates

Section 1(d)	Definition of "Agreement" means this Animal Services Interlocal Agreement for 2013-2015 <u>2016 and 2017....</u>
Section 4(e)	Limited Reopener and Termination: " If a countywide, voter approved property tax levy for funding some or all of the Animal Services program is proposed that would impose new tax obligations before January 1, 2016 <u>2018...</u> "
Section 7(c)	ii – " The City may request licensing revenue support from the County in 2014 and 2015 <u>2016 and 2017...</u> " - "...provision of licensing revenue support in 2014 and 2015 <u>2016 and 2017...</u> "
Exhibit A, Part II Shelter Services	"During 2013-2015 <u>2016 and 2017</u> "
Exhibit C, Part 2	
- Bullet #2	"(fixed at 2013 level, payable annually through 2015-2017)" "(also fixed at a 2013 level, payable annually through 2015 <u>2017</u>)"
- Bullet #3	"In 2014 and 2015 <u>2016 and 2017...</u> " ".. Licensing Revenue Support Cities with a licensing Revenue Target over \$20,000/year will be assured such services in 2013-2015 <u>2016 and 2017</u> "
- Bullet #4	"...of total New Regional Revenues, in 2014 and 2015 <u>2016 and 2017...</u> "
- Bullet #5	"In Service Years 2014 and 2015 <u>2016 and 2017...</u> "
Exhibit C4 – Transition Funding Credit, Shelter Credit, Estimated new Regional Revenue	
A. Transition Funding Credit	"..these cities will receive credit at the level calculated for 2013 in the 2010 Agreement for Service Years 2013, 2014 and 2015 <u>2016 and 2017, ...</u> "
B. Shelter Credit	"A total of \$750,000 will be applied as a credit in each of the Service Years 2013-2015 <u>2016 and 2017...</u> "
	Table 3 title "Annual Shelter Credit Allocation – 2013-2015 <u>2016 and 2017</u> "
Exhibit C5 Licensing Revenue Support (E)	"In 2014 and 2015 <u>2016 and 2017...</u> " and "...Exhibit F with respect to all 3 service years (<u>2016 and 2017</u>)"
Exhibit C5 Licensing Revenue Support, Table 2	"For Service Year 2015 <u>2016 and 2017....</u> "
Exhibit C-7	"...Licensing Revenue Support in Service Years 2014 or 2015 <u>2016 or 2017...</u> "

ATTACHMENT B

King County – Regional Animal Services – Contracting Cities

Beaux Arts	Maple Valley
Bellevue	Mercer Island
Black Diamond	Newcastle
Carnation	North Bend
Clyde Hill	Redmond
Covington	Sammamish
Duvall	SeaTac
Enumclaw	Shoreline
Issaquah	Snoqualmie
Kenmore	Tukwila
Kent	Woodinville
Kirkland	Yarrow Point
Lake Forest Park	

RESOLUTION NO. 12-805

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL
AGREEMENT BETWEEN THE CITY AND KING COUNTY FOR
ANIMAL SERVICES**

WHEREAS, the provision of animal control, sheltering, and licensing services protects public health and safety and promotes animal welfare; and

WHEREAS, the City and the County are parties to an Animal Services Interlocal Agreement dated July 1, 2010, which will terminate on December 31, 2012 (the "2010 Agreement"); and

WHEREAS, the City and the County have negotiated a successor agreement to the 2010 Agreement in order to extend delivery of Animal Services to the City for an additional three years beginning January 1, 2013; and

WHEREAS, pursuant to the Interlocal Cooperation Act (RCW Chapter 39.34), the City is authorized and desires to contract with the County for the performance of Animal Services; and

WHEREAS, the County is willing to render such services on the terms and conditions hereinafter set forth; and


WHEREAS, the County is offering a similar form of Animal Services Interlocal Agreement to cities in King County listed in Exhibit C-1 to the Agreement, and has received non-binding statement of intent to sign such agreement from those cities;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute an Interlocal Agreement between the City of Black Diamond and King County for Animal Services, substantially in the form attached hereto as Exhibit A.

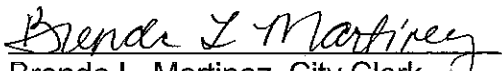
PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF JUNE, 2012.

CITY OF BLACK DIAMOND:



Rebecca Olness, Mayor

Attest:



Brenda L. Martinez, City Clerk

Animal Services Interlocal Agreement for 2013 Through 2015

This AGREEMENT is made and entered into effective as of this 1st day of July, 2012, by and between KING COUNTY, a Washington municipal corporation and legal subdivision of the State of Washington (the "County") and the City of Black Diamond, a Washington municipal corporation (the "City").

WHEREAS, the provision of animal control, sheltering and licensing services protects public health and safety and promotes animal welfare; and

WHEREAS, providing such services on a regional basis allows for enhanced coordination and tracking of regional public and animal health issues, consistency of regulatory approach across jurisdictional boundaries, economies of scale, and ease of access for the public; and

WHEREAS, the Contracting Cities are partners in making regional animal services work effectively, and are customers of the Animal Services Program provided by the County; and

WHEREAS, in light of the joint interest among the Contracting Parties in continuing to develop a sustainable program for regional animal services, including achievement of sustainable funding resources, the County intends to include cities in the process of identifying and recommending actions to generate additional revenues through the Joint City-County Committee, and further intends to convene a group of elected officials with a representative from each Contracting City to discuss and make recommendations on any potential countywide revenue initiative for animal services requiring voter approval, the implementation of which would be intended to coincide with the end of the term of this Agreement; and

WHEREAS, by executing this Agreement, the City is not implicitly agreeing to or supportive of any potential voter approved levy initiative in support of animal services; and

WHEREAS, the City and the County are parties to an Animal Services Interlocal Agreement dated July 1, 2010, which will terminate on December 31, 2012 (the "2010 Agreement"); and

WHEREAS, the City and County have negotiated a successor agreement to the 2010 Agreement in order to extend delivery of Animal Services to the City for an additional three years beginning January 1, 2013; and

WHEREAS, certain notification and other commitments under this successor Agreement arise before January 2013, but the delivery of Animal Services under this Agreement will not commence until January 1, 2013; and

WHEREAS, nothing in this Agreement is intended to alter the provision of service or manner and timing of compensation and reconciliation specified in the 2010 Agreement for services provided in 2012; and

WHEREAS, the City pursuant to the Interlocal Cooperation Act (RCW Chapter 39.34) , is authorized and desires to contract with the County for the performance of Animal Services; and

WHEREAS, the County is authorized by the Interlocal Cooperation Act, Section 120 of the King County Charter and King County Code 11.02.030 to render such services and is willing to render such services on the terms and conditions hereinafter set forth; and

WHEREAS, the County is offering a similar form of Animal Services Interlocal Agreement to cities in King County listed in Exhibit C-1 to this Agreement, and has received a non-binding statement of intent to sign such agreement from those cities;

NOW THEREFORE, in consideration of the promises, covenants and agreements contained in this Agreement, the parties agree as follows:

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 2013 Through 2015 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.
 - g. **"Estimated Payment"** means the amount the City is estimated to owe to the County for the provision of Animal Services over a six month period per the

formulas set forth in **Exhibit C**. The Estimated Payment calculation may result in a credit to the City payable by the County.

- h. **"Pre-Commitment Estimated 2013 Payment"** means the preliminary estimate of the amount that will be owed by (or payable to) each Contracting Party for payment June 15, 2013 and December 15, 2013 as shown on **Exhibit C-1**.
- i. **"Preliminary Estimated 2013 Payment"** means the amount estimated by the County on or before August 1, 2012 per Section 5, to be owed by each Contracting Party on June 15, 2013 and December 15, 2013 based on the number of Contracting Cities with respect to which the Agreement goes into effect per Section 15. This estimate will also provide the basis for determining whether the Agreement meets the "2013 Payment Test" in Section 15.
- j. The **"Final Estimated 2013 Payment"** means the amount owed by each Contracting Party on June 15, 2013 and December 15, 2013, notice of which shall be given to the City by the County no later than December 15, 2012.
- k. **"Control District"** means one of the three geographic areas delineated in **Exhibit B** for the provision of Animal Control Services.
- l. **"Reconciliation Adjustment Amount"** means the amount payable each August 15 by either the City or County as determined per the reconciliation process described in **Exhibit D**. **"Reconciliation"** is the process by which the Reconciliation Adjustment Amount is determined.
- m. **"Service Year"** means the calendar year in which Animal Services are or were provided.
- n. **"2010 Agreement"** means the Animal Services Agreement between the Parties effective July 1, 2010, and terminating at midnight on December 31, 2012.
- o. **"New Regional Revenue"** means revenue received by the County specifically for support of Animal Services generated from regional marketing campaigns (excluding local licensing canvassing efforts by Contracting Cities or per Section 7), and new foundation, grant, donation and entrepreneurial activities, except where revenues from these sources are designated for specific purposes within the Animal Services program; *provided that* New Regional Revenue does not include Licensing Revenue, Non-Licensing Revenue or Designated Donations, as defined in **Exhibit C**. The manner of estimating and allocating New Regional Revenue is prescribed in **Exhibit C-4** and **Exhibit D**.
- p. **"Latecomer City"** means a city receiving animal services under an agreement with the County executed after July 1, 2012, per the conditions of Section 4.a.

2. **Services Provided.** Beginning January 1, 2013, 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.

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, 2013, 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).
4. **Term**. Except as otherwise specified in Section 15, this Agreement will take effect as of July 1, 2012 and, unless extended pursuant to Subparagraph 4.b below, shall remain in effect through December 31, 2015. The Agreement may not be terminated for convenience.
- a. 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 later agreement will not cause an increase in the City's costs payable to the County under this Agreement. Cities that are party to such agreements are referred to herein as "Latecomer Cities."
 - b. Extension of Term. The Parties may agree to extend the Agreement for an additional two-year term, ending on December 31, 2017. For purposes of determining whether the Agreement shall be extended, the County will invite all Contracting Cities to meet in September 2014, to discuss both: (1) a possible extension of the Agreement under the same terms and conditions; and (2) a possible extension with amended terms.
 - i. Either Party may propose amendments to the Agreement as a condition of an extension.
 - ii. Nothing in this Agreement shall be construed to compel either Party to agree to an extension or amendment of the Agreement, either on the same or different terms.
 - iii. The County agrees to give serious consideration to maintaining the various credits provided to the Contracting City under this Agreement in any extension of the Agreement.
 - c. Notice of Intent to Not Extend. No later than March 1, 2015, the Parties shall provide written notice to one another of whether they wish to extend this Agreement on the same or amended terms. The County will include a written reminder of this March 1 deadline when providing the City notice of

its 2015 Estimated Payments (notice due December 15, 2014 per Section 5). By April 5, 2015, the County will provide all Contracting Cities with a list of all Contracting Parties submitting such notices indicating which Parties do not seek an extension, which Parties request an extension under the same terms, and which Parties request an extension under amended terms.

- d. Timeline for Extension. If the Contracting Parties wish to extend their respective Agreements (whether under the same or amended terms) through December 31, 2017, they shall do so in writing no later than July 1, 2015. Absent such an agreed extension, the Agreement shall terminate on December 31, 2015.
- e. Limited Reopener and Termination. If a countwide, voter approved property tax levy for funding some or all of the Animal Services program is proposed that would impose new tax obligations before January 1, 2016, this Agreement shall be re-opened for the limited purposes of negotiating potential changes to the cost and revenue allocation formulas herein. Such changes may be made in order to reasonably ensure that the Contracting Cities are receiving equitable benefits from the proposed new levy revenues. Re-opener negotiations shall be initiated by the County no later than 60 days before the date of formal transmittal of such proposal to the County Council for its consideration. Notwithstanding anything in this Agreement to the contrary, if the re-opener negotiations have failed to result in mutually agreed upon changes to the cost and revenue allocation formulas (as reflected in either an executed amendment to this Agreement or a memorandum of understanding signed between the chief executive officers of the Parties) within 10 days of the date that the election results confirming approval of such proposal are certified, either Party may terminate this Agreement by providing notice to the other Party no sooner than the date the election results are certified and no later than 15 days following the end of such 10-day period. Any termination notice so issued will become effective 180 days following the date of the successful election, or the date on which the levy is first imposed, whichever is sooner.
- f. The 2010 Agreement remains in effect through December 31, 2012. Nothing in this Agreement shall limit or amend the obligation of the County to provide Animal Services under the 2010 Agreement as provided therein and nothing in this Agreement shall amend the obligations therein with respect to the calculation, timing, and reconciliation of payment of such services.

- 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 Payments made by the City in the prior Service Year. The City (or County, if applicable) 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 2013: The County will provide the City with a calculation of the Preliminary Estimated Payment amounts for Service Year 2013 on or before August 1, 2012, which shall be derived from the Pre-Commitment Estimated 2013 Payment Amount set forth on **Exhibit C-1**, adjusted if necessary based on the Contracting Cities and other updates to Calendar Year 2011 data in **Exhibit C-2**. The County will provide the City with the Final Estimated Payment calculation for Service Year 2013 by December 15, 2012. The City will pay the County the Preliminary Estimated Payment Amounts for Service Year 2013 on or before June 15, 2013 and December 15, 2013. If the calculation of the Preliminary Estimated Payment shows the City is entitled to receive a payment from the County, the County will pay the City such amount on or before June 15, 2013 and December 15, 2013. The Reconciliation Adjustment Amount for Service Year 2013 shall be paid on or before August 15, 2014, as described in Section 6.
- b. Service Years after 2013.
 - i. Initial Estimate by September 1. To assist the City with its budgeting process, the County will provide the City with a non-binding, preliminary indication of the Estimated Payments for the upcoming Service Year on or before each September 1.
 - ii. 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**. The County will by December 15 provide written notice to all Contracting Parties of the schedule of Estimated Payments for the upcoming Service Year.
 - iii. Estimated Payments Due Each June 15 and December 15. The City will pay the County the Estimated Payment Amount on or before each June 15 and December 15. If the calculation of the Estimated Payment shows the City is entitled to receive a payment from the County, the County will pay the City such amount on or before each June 15 and December 15.
 - iv. 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.

- v. 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 outstanding amounts are paid. Each Party may examine the other's books and records to verify charges.
 - vi. 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, 2015, the Final Estimated 2015 Payment is nevertheless due on or before December 15, 2015, and the Reconciliation Adjustment Amount shall be payable on or before August 15, 2016.
 - d. The Parties agree the payment and reconciliation formulas in this Agreement (including all Exhibits) are fair and reasonable.
6. **Reconciliation of Estimated Payments and Actual Costs 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.

7. Regional Revenue Generation and Licensing Revenue Support

- a. The Parties intend that the provision of Animal Services becomes significantly more financially sustainable over the initial three year term of this Agreement through the development of New Regional Revenue and the generation of additional Licensing Revenue. The County will develop proposals designed to support this goal. The County will consult with the Joint City-County Committee before proceeding with efforts to implement proposals to generate New Regional Revenue.
- 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; the cost allocation formulas of this Agreement are intended to achieve this outcome.
- c. Licensing Revenue Support.
 - i. In 2013, the County will provide licensing revenue support to the nine Contracting Cities identified on **Exhibit C-5** (the "Licensing Revenue Support Cities").
 - ii. The City may request licensing revenue support from the County in 2014 and 2015 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**. Except as otherwise provided in **Exhibit C-5** with respect to Licensing Revenue Support Cities with a Licensing Revenue Target of over \$20,000 (per Table 1 of **Exhibit C-5**), provision of licensing revenue support in 2014 and 2015 is *subject to* the County determining it has capacity to provide such services, with priority allocation of any available services going first to Licensing Revenue Support Cities on a first-come, first-served basis and thereafter being allocated to other Contracting Cities requesting service on a first-come, first-served basis. Provision of licensing revenue support is further subject to the Parties executing a Licensing Support Contract (**Exhibit F**).
 - iii. 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.

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

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 issues and make recommendations regarding efficiencies and improvements to services, and shall review and make recommendations regarding the conduct and findings of the collaborative initiatives identified below. 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 shall include, but are not necessarily limited to:

- a. Proposals to update animal services codes, including fees and penalties, as a means to increase revenues and incentives for residents to license, retain, and care for pets.
- b. Exploring the practicability of engaging a private for-profit licensing system operator.
- c. Pursuing linkages between County and private non-profit shelter and rescue operations to maximize opportunities for pet adoption, reduction in homeless pet population, and other efficiencies.
- d. Promoting licensing through joint marketing activities of Contracting Cities and the County, including recommending where the County's marketing efforts will be deployed each year.
- e. Exploring options for continuous service improvement, including increasing service delivery efficiencies across the board.
- f. Studying options for repair and/or replacement of the Kent Shelter.
- g. Reviewing the results of the County's calculation of the Reconciliation Adjustment Amounts.
- h. Reviewing preliminary proposed budgets for Animal Services.
- i. Providing input into the formatting, content and details of periodic Program reports as per Section 12 of this Agreement.
- j. Reviewing and providing input on proposed Animal Services operational initiatives.
- k. Providing input on Animal Control Services response protocols with the goal of supporting the most appropriate use of scarce Control Services resources.
- l. Establishing and maintaining a marketing subcommittee with members from within the Joint City-County committee membership and additional staff as may be agreed.
- m. Collaborating on response and service improvements, including communication with 911 call centers.

- n. Developing alternative dispute mechanisms that may be deployed to assist the public in resolving low-level issues such as barking dog complaints.
- o. Working with Contracting Cities to plan disaster response for animal sheltering and care.
- p. Ensuring there is at least one meeting each year within each Control District between the County animal control officer representatives and Contracting Cities' law enforcement representatives.
- q. Identifying, discussing and where appropriate recommending actions to implement ideas to generate additional revenue to support operation and maintenance of the Animal Services Program, including but not limited to providing input and advice in shaping the terms of any proposed Countywide voted levy to provide funding support for the Animal Services Program.

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 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:

Rebecca Olness, Mayor
City of Black Diamond
PO Box 599
Black Diamond, WA 98010

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.
- l. 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.

15. Terms to Implement Agreement. Because it is unknown how many parties will ultimately approve the Agreement, and participation of each Contracting Party impacts the costs of all other Contracting Parties, the Agreement will go into effect as of July 1, 2012, only if certain "Minimum Contracting Requirements" are met or waived as described in this section. These Minimum Contracting Requirements will not be finally determined until August 15, 2012. If it is determined on or about August 15 that Minimum Contracting Requirements are **not** met and not waived, then the Agreement will be deemed to have never gone into effect, regardless of the July 1, 2012 stated effective date. If the Minimum Contracting Requirements are met or waived, the Agreement shall be deemed effective as of July 1, 2012. The Minimum Contracting Requirements are:

a. For both the City and the County:

- 1. 2013 Payment Test:** The Preliminary Estimated 2013 Payment, calculated on or before August 1, 2012, to include the County and all cities that have executed the Agreement on or prior to July 1, 2012, does not exceed the Pre-Commitment Estimated 2013 Payment as set forth in **Exhibit C-1** by more than five percent (5%) or \$3,500, whichever is greater. **If the 2013 Payment Test is not met**, either Party may waive this condition and allow the Agreement to go into effect, provided that such waiver must be exercised by giving notice to the other Party (which notice shall meet the requirements of Section 14.g) no later than August 15, 2012.

- b. **For the County:** The **Minimum Contiguity of Service Condition** must be met, such that the County is only obligated to enter into the Agreement if the County will be providing Animal Services in areas contiguous to the City, whether by reason of having an Agreement with another City or due to the fact that the City is contiguous to unincorporated areas (excluding unincorporated islands within the City limits). The Minimum Contiguity of Service Condition may be waived by the County in its sole discretion. The County shall provide the City notice meeting the requirements of Section 14.g no later than July 21, 2012 if the Minimum Contiguity of Service Condition has not been met.
- c. On or before August 21, 2012, the County shall send all Contracting Cities an informational email notice confirming the final list of all Contracting Cities with Agreements that have gone into effect.

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed effective as of July 1, 2012.

King County

City of Black Diamond

Dow Constantine
King County Executive

City Manager/Mayor

Date

Date

Approved as to Form:

Approved as to Form:

King County
Deputy Prosecuting Attorney

City Attorney

Date

Date

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

List of Exhibits

Exhibit A: Animal Services Description

Exhibit B: Control Service District Map Description

Exhibit B-1: Map of Control Service District

Exhibit C: Calculation of Estimated Payments

Exhibit C-1: Pre-Commitment Estimated 2013 Payment *(showing participation only by jurisdictions that have expressed interest in contracting for an additional 3 year term)*

Exhibit C-2: Estimated Population, Calls for Service, Shelter Use and Licensing Data for Jurisdictions, Used to Derive the Pre-Commitment Estimated 2013 Payment

Exhibit C-3: Calculation of Budgeted Total Allocable Animal Services Costs, Budgeted Total Non-Licensing Revenue and Budget Net Allocable Animal Services Costs for 2013

Exhibit C-4: Calculation and Allocation of Transition Credit, Shelter Credit, and Estimated New Regional Revenue

Exhibit C-5: Licensing Revenue Support

Exhibit C-6: Summary of Calculation Periods for Use and Population Components

Exhibit C-7: Payment and Calculation Schedule

Exhibit D: Reconciliation

Exhibit E: Enhanced Control Services Contract (Optional)

Exhibit F: Licensing Support Contract (Optional)

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 will 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 have been 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. The County’s Eastside Pet Adoption Center in the Crossroads area of Bellevue will be closed to the public.

During 2013-2015, 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 2013-2015.

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 and on the County's public television channel.
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

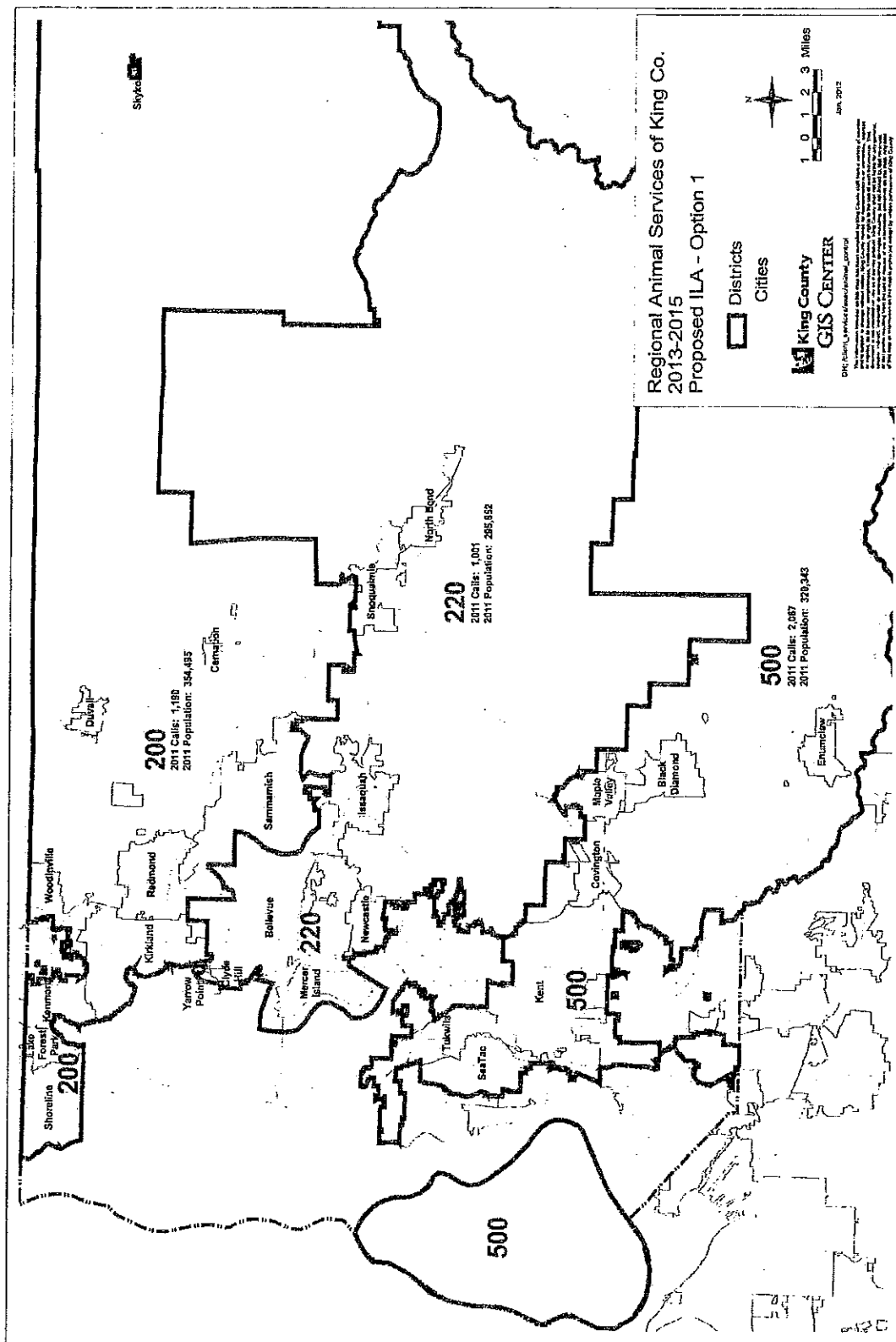


Exhibit C

Calculation of Estimated Payments

The Estimated Payment is the amount, before reconciliation, owed by the City to the County (or owed by the County to the City if the amount calculated is less than \$0) for the provision of six months of Animal Services, based on the formulas below.

In summary and subject to the more detailed descriptions below, an initial cost allocation is made for Service Year 2013 based on the cost factors described in **Part 1** below; costs are offset by various revenues as described in **Part 2**. An annual reconciliation is completed as described in **Part 3**. In Service Years 2014 and 2015, the Contracting Parties' allocable costs are adjusted based on: (1) the actual change in total allocable costs over the previous Service Year (subject to an inflator cap), (2) changes in revenues, and (3) to account for annexations (in or out of the Program service area) of areas with a population of 2,500 or more, and for changes in relative population share of all Contracting Parties due to any Latecomer Cities. If the Agreement is extended past 2015, the cost allocation in 2016 will be recalculated in the same manner as for Service Year 2013 and adjusted in 2017 per the process used for Service Years 2014 and 2015.

Based on the calculation process described in **Parts 1 and 2**, an "Estimated Payment" amount owed by each City for each Service Year is determined. Each Estimated Payment covers six months of service. Payment for service is made by each City every June 15 and December 15.

Part 1: Service Year 2013 Cost Allocation Process

- Control Services costs are to be shared among the 3 geographic Control Districts; one quarter of such costs are allocated to Control District 200, one quarter to Control District 220, and one half are allocated to Control District 500. Each Contracting Party located within a Control District is to be 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.
- Shelter Services costs are to be 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 will pay only a population-based charge.

- Licensing Services costs are to be 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.

Part 2: Revenue and Other Adjustments to the 2013 Cost Allocation.

In 2013 and each Service Year thereafter, the costs allocable to each Contracting Party are reduced by various revenues and credits:

- Licensing revenue will be attributed to each Contracting Party based on the residency of the individual purchasing the license (see **Part 3** for reconciliation of Licensing Revenues). As Licensing Revenue and Non-Licensing Revenues change from year to year, the most recent historical actual data for these amounts will be incorporated to offset costs (See **Exhibit C-6** for calculation periods).
- Two credits are applicable to various Contracting Cities to reduce the amount of their Estimated Payments: a Transition Funding Credit (fixed at 2013 level, payable annually through 2015) for cities with high per-capita costs and a Shelter Credit (for Contracting Cities with the highest per capita intakes (usage)) (also fixed at a 2013 level, payable annually through 2015). Application of these Credits is limited such that the Estimated Payment cannot fall below zero (before or after the annual Reconciliation calculation).
- In addition to the Transition Funding and Shelter credits, in 2013 the County will provide Licensing Revenue Support to nine identified Contracting Cities (selected based on the general goal of keeping 2013 costs the same or below 2012 costs). In exchange for certain in-kind support, these "Licensing Revenue Support Cities" are assured in 2013 of receiving an identified amount of additional licensing revenue or credit equivalent (the "Licensing Revenue Target"). In 2014 and 2015, all Contracting Cities may request licensing revenue support by entering into a separate licensing support contract with the County (**Exhibit F**): this support is subject to availability of County staff, with priority going to the nine Licensing Revenue Support Cities, *provided that*, Licensing Revenue Support Cities with a Licensing Revenue Target over \$20,000/year will be assured such service in 2013-2015 by entering into a licensing support contract by September 1, 2012.
- As New Regional Revenues are received by the County to support the Animal Services Program, those Revenues shall be allocated as follows:

- Half of New Regional Revenues shall be applied to reduce allocable Control Services Costs, Shelter Services Costs, and Licensing Services Costs (in 2013, by 17%, 27% and 6%, respectively, of total New Regional Revenues; in 2014 and 2015 the 50% reduction is simply made against Total Allocable Costs).
- The remaining half of New Regional Revenues shall be applied in the following order of priority:
 - (a) to offset amounts expended by the County as Transition Funding Credits, Shelter Credits and unreimbursed licensing revenue support;
 - (b) to offset other County Animal Services Program costs that are not allocated in the cost model;
 - (c) to reduce on a *pro-rata* basis up to 100% of the costs allocated to each Contracting Party by the population factor of the cost allocation formulas (20%) with the intent of reducing or eliminating the population-based cost allocation; and
 - (d) if any funds remain thereafter, as an offset against each Contracting Party's final reconciled payment obligation. Items(c) and (d) above are unlikely to arise during the 3 year term of the Agreement and shall be calculated only at Reconciliation.
- In Service Years 2014 and 2015, allocable costs are adjusted for each Contracting Party based on the actual increase or decrease in allocable costs from year to year for the whole Program. Total Budgeted Allocable Costs cannot increase by more than the Annual Budget Inflator Cap. The Annual Budget Inflator Cap is the rate of inflation (based on the annual change in the September CPI-U for the Seattle-Tacoma-Bremerton area over the rate the preceding year) plus the rate of population growth for the preceding year for the County (including the unincorporated area and all Contracting Cities).
- In all Service Years, costs are also adjusted for annexations (in or out of the Program service area) of areas with a population greater of 2,500 or more and the shift in relative population shares among all Contracting Parties as a result of any Latecomer Cities.

Part 3: Reconciliation

- Estimated Payments are reconciled to reflect actual revenues as well as changes in population attributable to annexations of areas with a population of 2,500 or more (in or out of the Program) and the shifts in relative population among all Contracting Parties as a result of any Latecomer Cities. The Reconciliation occurs

by June 30 of the following calendar year. The Reconciliation calculation and payment process is described in **Exhibit D**.

- The receipt of Transition Funding Credits or Shelter Credits can never result in the amount of the Estimated Reconciliation Adjustment Payment falling below \$0.
- If a jurisdiction's licensing revenues exceed its net costs payable under this Agreement, then in the annual reconciliation process, the excess licensing revenue is reallocated *pro rata* amongst all Contracting Parties which will otherwise incur net costs; *provided that*, the determination of net costs shall be adjusted as follows: (1) for a Contracting City purchasing shelter services from PAWS, net costs includes consideration of the amounts paid by such City to PAWS; and (2) for a Contracting City purchasing Enhanced Control Services per Exhibit E, net costs includes consideration of the amounts paid for such services.

Part 4: Estimated Payment Calculation Formulas

For Service Year 2013:¹

$$EP = [(EC + ES + EL) - (ER + T + V)] \div 2$$

For Service Years 2014 and 2015:

$$EP = [(B \times LF) - (ER + T + V)] \div 2$$

Where:

"EP" is the Estimated Payment. For Contracting Cities receiving a Transition Credit or Shelter Credit, the value of EP may not be less \$0.

"EC" or **"Estimated Control Services Cost"** is the City's estimated share of the Budgeted Net Allocable Control Services Cost for the Service Year. See formula below for deriving "EC."

"ES" or **"Estimated Shelter Services Cost"** is the City's estimated share of the Budgeted Net Allocable Shelter Services Cost for the Service Year. See formula below for deriving "ES."

¹ This formula also applies to Service Year 2016 if the Agreement is extended. The EP formula for Years 2014 and 2015 would apply to Service Years after 2016.

“EL” or “Estimated Licensing Services Cost” is the City’s estimated share of the Budgeted Net Allocable Licensing Services Cost for the Service Year. See formula below for deriving “EL.”

“ER” is Estimated Licensing Revenue attributable to the City. For purposes of determining the Estimated Payment in Year 2013, ER is based on the number of each type of active license issued to City residents in years 2011 (the “Calculation Period”). **Exhibit C-2** shows a preliminary estimate of 2011 Licensing Revenue; the numbers in this exhibit are subject to Reconciliation by June 30, 2012. For Licensing Revenue Support Cities identified in **Exhibit C-5**, or other Contracting Cities which have entered into a Licensing Support Contract per **Exhibit F**, ER is increased by adding the amount of revenue, if any, estimated to be derived as a result of licensing revenue support provided to the City (the “Licensing Revenue Target” or “RT”); this amount is also shown in the column captioned “Estimated Revenue from Proposed Licensing Support” on **Exhibit C-1**). License Revenue that cannot be attributed to a specific Party (e.g., License Revenue associated with incomplete address information), which generally represents a very small fraction of overall revenue, is allocated amongst the Parties based on their respective percentages of ER as compared to Total Licensing Revenue. Notwithstanding the foregoing, “ER” may be based on a *estimated* amount of licensing for the Service Year for the City if, in the reasonable judgment of the County, an estimated Licensing Revenue amount can be proposed that is likely to more closely approximate the actual Licensing Revenue for the Service Year than the data from the Calculation Period; *provided that* the use of any estimates shall be subject to the conditions of this paragraph. The County shall work with the Joint City-County Committee to develop estimated Licensing Revenue amounts for all Contracting Cities for the upcoming Service Year. If the Joint City County Committee develops a consensus proposal (agreement shall be based on the consensus of those Contracting Cities present at the Joint City/County meeting in which Licensing Revenue estimates are presented in preparation for the September 1 Preliminary Estimated Payment Calculation notification), it shall be used in developing the September 1 Preliminary Estimated Payment Calculation. If a consensus is *not* reached, the County shall apply the actual Licensing Revenue from the Calculation Period for the Service Year to determine the Preliminary Estimated Payment. For the Final Estimated Payment Calculation (due December 15), the County may revisit the previous estimate with the Joint City-County Committee and seek to develop a final consensus revenue estimate. If a consensus is not reached, the County shall apply the Actual Licensing Revenue from the applicable Calculation Period in the calculation of the Final Estimated Payment.

“T” is the **Transition Funding Credit**, if any, allocable to the City for each Service Year calculated per **Exhibit C-4**.

"V" is the **Shelter Credit**, if any, allocable to the City for each Service Year calculated per **Exhibit C-4**.

"B" is the **"Budgeted Total Net Allocable Costs"** estimated for the Service Year for the provision of Animal Services which are allocated among all the Contracting Parties for the purposes of determining the Estimated Payment. The Budgeted Total Net Allocable Costs are calculated as the **Budgeted Total Allocable Costs** (subject to the **Annual Budget Inflator Cap**) *less* **Budgeted Total Non-Licensing Revenue** and *less* **50% of Estimated New Regional Revenues**. The Budgeted Total Allocable Costs *exclude* any amount expended by the County as Transition Funding Credits, or Shelter Credits (described in **Exhibit C-4**), or to provide Licensing Revenue Support (described in **Section 7** and **Exhibit C-5**). A preliminary calculation (by service area—Control, Shelter, Licensing) of Budgeted Total Net Allocable Costs, Budgeted Total Allocable Costs and Budgeted Total Non-Licensing Revenue for purposes of calculating the Pre-Commitment Estimated 2013 Payments is set forth in **Exhibit C-3**.

"LF" is the **"Program Load Factor"** attributable to the City. **LF** has two components, one fixed, and one subject to change each Service Year and at Reconciliation. The first, fixed component relates to the City's share of Budgeted Total Net Allocable Costs: it is the City's 2013 Service Year Total Animal Services Cost Allocation (See Column 6 of **Exhibit C-1**) *expressed as a percentage* of the Budgeted Total Net Allocable Costs for 2013. The pre-commitment estimate of **LF** appears in column 7 of **Exhibit C-1**. This component of **LF** (as determined based on the Final 2013 Estimated Payment) remains constant for Service Years 2014 and 2015. The second component of **LF** relates to annexations of areas with a population of 2,500 or more or to Latecomer Cities. This second component is calculated as described in the definition of **"Population,"** below.

"Total Licensing Revenue" means all revenue received by the County's Animal Services Program attributable to the sale of pet licenses excluding late fees. With respect to each Contracting Party, the amount of **"Licensing Revenue"** is the revenue generated by the sale of pet licenses to residents of the jurisdiction. (With respect to the County, the jurisdiction is the unincorporated area of King County.)

"Total Non-Licensing Revenue" means all revenue from fine, forfeitures, and all other fees and charges imposed by the County's Animal Services program in connection with the operation of the Program, *but excluding* **Total Licensing Revenue, Estimated New Regional Revenues** and **Designated Donations**.

“Estimated New Regional Revenues” (“ENR”) are revenues projected to be received by the County specifically for support of Animal Services which result from regional marketing campaigns (thus excluding local licensing canvassing efforts pursuant to **Section 7**), and new foundation, grant, donation and entrepreneurial activities, except where revenues from these sources are designated for specific purposes within the Animal Services Program. Calculation and allocation of Estimated and Actual New Regional Revenues are further described in **Exhibit C-4**. For Service Year 2013, Estimated New Regional Revenues are assumed to be zero. If New Regional Revenues are received in 2013, they will be accounted for in the reconciliation of 2013 Payments. **ENR** excludes **Designated Donations, Total Non-Licensing Revenue** and **Total Licensing Revenue**.

“Designated Donations” mean donations from individuals or other third parties to the County made for the purpose of supporting specific operations, programs or facilities within the Animal Services Program.

“Licensing Revenue Support” means activities or funding to be undertaken in specific cities to enhance licensing revenues, per **Section 7, Exhibit C-5** and **Exhibit F**.

“Annual Budget Inflator Cap” means the maximum amount by which the Budgeted Total Allocable Costs may be increased from one Service Year to the next Service Year, and year to year, which is calculated as the rate of inflation (based on the annual change in the September CPI-U for the Seattle-Tacoma-Bremerton area over the rate the preceding year) plus the rate of population growth for the preceding year for the County (including the unincorporated area and all Contracting Cities), as identified by comparing the two most recently published July OFM city and county population reports. The cost allocations to individual services (e.g. Control Services, Shelter Services or Licensing Services) or specific items within those services may be increased or decreased from year to year in so long as the Budgeted Total Annual Allocable Costs do not exceed the Annual Budget Inflator Cap.

“Service Year” is the calendar year in which Animal Services are/were provided.

“Calculation Period” is the time period from which data is used to calculate the Estimated Payment. The Calculation Period differs by formula component and Service Year. **Exhibit C-6** sets forth in table form the Calculation Periods for all formula factors for Service Years 2013, 2014 and 2015.

“Population” with respect to any Contracting Party for Service Year 2013 means the population number derived from the State Office of Financial Management (OFM) most recent annually published report of population used for purposes of allocating state shared revenues in the subsequent calendar year (typically published by OFM each July,

reflecting final population estimates *as of April of the same calendar year*). For each Service Year, the OFM reported population will be adjusted for annexations of 2,500 or more residents known to be occurring after April, 2012 and before the end of the Service Year. For example, when the final Estimated Payment calculation for 2013 is provided on December 15, 2012, the population numbers used will be from the OFM report issued in July 2012 and will be adjusted for all annexations of 2,500 or more residents that occurred (or are known to be occurring) between April 2012 and December 31, 2013. In any Service Year, if: (1) annexations of areas with a population of 2,500 or more people occurs to impact the population within the jurisdiction of a Contracting Party; or (2) a Latecomer City is brought under contract with the County, these changes shall be accounted for in the calculation of the Estimated Payment for such Service Year by adjusting the “**Program Load Factor**” (or “**LF**”) for each Contracting Party. Such adjustment shall be made at the next occurring possibility (e.g., at calculation of the Preliminary Estimated Payment, Final Estimated Payment, or Reconciliation, whichever is soonest). The adjustment in **LF** will be made on a *pro rata* basis to reflect the portion of the year in which the population change was in effect.

- In the case of an annexation, the **LF** calculation will consider the time the annexed area was in the Contracting Party’s jurisdiction and the portion of the year in which the area was not in such Party’s jurisdiction, as well as the relative shift in population (if any) *attributable solely to the annexation* as between all Contracting Parties, by adding (or subtracting) to the **LF** for each Contracting Party an amount that is 20% (reflecting the general allocation of cost under the Agreement based on population) of the *change in population* for each Contracting Party (*expressed as a percentage* of the Contracting Party’s population as compared to the total population for all Contracting Parties) derived by comparing the Final 2013 Estimated Payment population percentage (**LF**) to the population percentage after considering the annexation. The population of an annexed area will be as determined by the Boundary Review Board, in consultation with the annexing city. The population of the unincorporated area within any District will be determined by the County’s demographer.
- In the case of a Latecomer City, the population shall be similarly adjusted among all Contracting Parties in the manner described above for annexations, by considering the change in population between all Contracting Parties *attributable solely* to the Latecomer City becoming a Contracting Party.

Exhibit C-1 shows the calculation of Pre-Commitment **EP** for Service Year 2013, assuming that the County and all Cities that have expressed interest in signing this Agreement as of May 16, 2012, do in fact approve and sign the Agreement and as a result the Minimum Contract Requirements with respect to all such Cities and the County are met per **Section 15**.

Component Calculation Formulas (used in Service Year 2013):

EC is calculated as follows:

$$EC = \{[(C \times .5) \times .8] \times CFS\} + \{[(C \times .5) \times .2] \times D-Pop\}$$

Where:

“C” is the **Budgeted Net Allocable Control Services Cost** for the Service Year, which equals the County’s Budgeted Total Allocable Costs for Control Services in the Service Year, *less* the Budgeted Total Non-Licensing Revenue attributable to Control Services in the Service Year (for example, fines issued in the field) *and less* 17% of Estimated New Regional Revenues (**“ENR”**). For purposes of determining the Pre-Commitment Estimated Payments for 2013, the Budgeted Net Allocable Control Services Cost is \$1,690,447, calculated as shown on **Exhibit C-3**, and shall be similarly derived to determine the Preliminary and Final Estimated Payment for 2013 and for Service Year 2016 if the Agreement is extended beyond December 31, 2015.

“CFS” is the total annual number of Calls for Service for the Service Year for Control Services originating within the City *expressed as a percentage* of the CFS for all Contract Parties within the same Control District. A Call for Service is defined as a request from an individual, business or jurisdiction for a control service response to a location within the City, or a response initiated by an Animal Control Officer in the field, which is entered into the County’s data system (at the Animal Services call center or the sheriff’s dispatch center acting as back-up to the call center) as a request for service. Calls for information, hang-ups and veterinary transfers are not included in the calculation of Calls for Service. A response by an Animal Control Officer pursuant to an Enhanced Control Services Contract will not be counted as a Call for Service. For purposes of determining the Estimated Payment in 2013, the Calculation Period for CFS is calendar year 2011 actual data. **Exhibit C-2** shows a preliminary estimate of 2011 **CFS** used to determine the Pre-Commitment Estimated 2013 Payment; the numbers in this Exhibit C-2 are subject to Reconciliation by June 30, 2012.

“D-Pop” is the **Population** of the City, *expressed as a percentage* of the Population of all jurisdictions within the applicable Control District.

ES for Service Year 2013 is calculated as follows:

If, as of the effective date of this Agreement, the City has entered into a contract for shelter services with the Progressive Animal Welfare Society (PAWS) in Lynnwood, WA, then, for so long as such contract remains in effect, the City will not pay a share of shelter costs associated with shelter usage ("A" as defined below) and instead the Estimated Payment will include a **population-based charge only**, reflecting the regional shelter benefits nonetheless received by such City, calculated as follows (the components of this calculation are defined as described below).

$$ES = (S \times .2 \times Pop)$$

If the City **does not** qualify for the population-based shelter charge only, ES is determined as follows:

$$ES = (S \times .2 \times Pop) + (S \times .8 \times A)$$

Where:

"S" is the Budgeted Net Allocable Shelter Services Cost for the Service Year, which equals the County's Budgeted Total Allocable Costs for Shelter Services *less* Budgeted Total Non-Licensing Revenue attributable to Shelter operations (i.e., adoption fees, microchip fees, impound fees, owner-surrender fees, from all Contracting Parties) *and less* 27% of Estimated New Regional Revenues (ENR) in the Service Year. For purposes of determining the Pre-Commitment Estimated Payments for 2013, the Budgeted Net Allocable Shelter Services Cost is \$2,707,453, calculated as shown on **Exhibit C-3**, and shall be similarly derived to determine the Preliminary and Final Estimated Payments for 2013 and for Service Year 2016 if the Agreement is extended beyond December 31, 2015.

"Pop" is the population of the City expressed as a percentage of the Population of all Contracting Parties.

"A" is the total number of animals that were: (1) picked up by County Animal Control Officers from within the City, (2) delivered by a City resident to the County shelter, or (3) delivered to the shelter that are owned by a resident of the City *expressed as a percentage* of the total number of animals in the County Shelter during the Calculation Period. For purposes of the 2013 Estimated Payment, the Calculation Period for "A" is calendar year 2011. **Exhibit C-2** shows a preliminary estimate of "A" for 2011 used to determine the Pre-Commitment Estimated 2013 Payments; the numbers in this exhibit are subject to Reconciliation by June 30, 2012.

EL for Service Year 2013 is calculated as follows:

$$\text{EL} = (\text{L} \times .2 \times \text{Pop}) + (\text{L} \times .8 \times \text{I})$$

Where:

"L" is the Budgeted Net Licensing Services Cost for the Service Year, which equals the County's Budgeted Total Allocable Costs for License Services in the Service Year *less* Budgeted Total Non-Licensing Revenue attributable to License Services (for example, pet license late fees) in the Service Year *and less 6%* of Estimated New Regional Revenues (ENR) in the Service Year. For purposes of determining the Pre-Commitment Estimated Payments for 2013, the Budgeted Net Licensing Cost is \$660,375, calculated as shown on **Exhibit C-3**, and shall be similarly derived to determine the Preliminary and final Estimated Payments for 2013 and for Service Year 2016 if the Agreement is extended beyond December 31, 2015.

"Pop" is the Population of the City expressed as a percentage of the population of all Contracting Parties.

"I" is the number of active paid regular pet licenses (e.g., excluding 'buddy licenses' or temporary licenses) issued to City residents during the Calculation Period. For purposes of calculating the Estimated Payment in 2013, the Calculation Period for **"I"** is calendar year 2011. **Exhibit C-2** shows a preliminary estimate of **"I"** to be used for calculating the Pre-Commitment Estimated 2013 Payments; the numbers in this Exhibit are subject to reconciliation by June 30, 2012.

**Regional Animal Services of King County
Pre-Commitment Estimated 2013 Payment Calculation (Annualized)**

Allocation Method: Population = 20%, Usage = 80%, Three (3) Control Districts: 200, 220, with Control Districts 240 and 260 combined into one (800), costs to districts 26%, 26%, 80%, Usage and Licensing Revenue based on 2011 Preliminary Year End.

Budgeted Total Allocable Costs													
Control	Shelter	Licensing	Total Allocable Costs (1)	2011 Licensing Revenue (est)	Estimated Net Cost								
\$1,770,487	\$2,519,960	\$673,640	\$5,264,087										
\$80,040	\$112,507	\$13,285	\$205,812										
\$0	\$0	\$0	\$0										
\$1,690,447	\$2,707,463	\$686,375	\$5,088,276	\$2,480,639	-\$2,577,356								
200													
Animal Control District Number	Jurisdiction	Estimated Animal Control Cost Allocation (2)	Estimated Sheltering Cost Allocation (3)	Estimated Licensing Cost Allocation (4)	Estimated Total Animal Services Cost Allocation	Program Load Factor (5)	2011 Licensing Revenue (Estimated)	Estimated Net Cost Allocation	2013-2016 Transition Funding (Annual) (6)	2013-2016 Shelter Credits (Annual) (6)	Estimated Net Costs with Transition Funding and Credits	Estimated Revenue from Proposed Licensing Support (7)	Estimated Net Final Cost (8)
	Carnation	\$4,118	\$3,437	\$1,239	\$8,854	0.1750%	\$4,762	-\$4,102	\$552	\$0	-\$3,550	\$868	-\$2,684
	Olivia	\$11,261	\$15,284	\$5,351	\$32,476	0.6302%	\$21,343	-\$10,533	NA	NA	-\$10,533	\$7,859	-\$2,675
	Estimated Unincorporated King County	\$63,837	(see total below)	(see total below)	(see total below)		(see total below)		NA	NA	NA	NA	NA
	Kent	\$37,911	\$11,592	\$15,428	\$64,926	1.2436%	\$38,802	-\$8,324	\$0	\$0	-\$8,324	\$0	-\$8,324
	Kirkland	\$64,585	\$9,940	\$15,428	\$90,953	1.8349%	\$38,802	-\$8,324	\$0	\$0	-\$8,324	\$0	-\$8,324
	Latia Forest Park	\$22,894	\$7,034	\$12,088	\$42,016	0.8509%	\$48,504	\$6,477	\$0	\$0	\$6,477	\$0	\$6,477
	Redmond	\$37,867	\$4,035	\$32,508	\$74,410	1.5009%	\$118,407	-\$8,071	\$0	\$0	-\$8,071	\$0	-\$8,071
	Sammamish	\$25,241	\$4,214	\$31,128	\$60,563	1.2482%	\$117,648	\$8,865	\$0	\$0	\$8,865	\$0	\$8,865
	Shoreline	\$32,519	\$3,877	\$35,184	\$71,580	1.4709%	\$145,689	-\$4,102	\$0	\$0	-\$4,102	\$0	-\$4,102
	Woodinville	\$12,498	\$3,403	\$7,708	\$23,609	0.3165%	\$29,220	\$3,141	\$0	\$0	\$3,141	\$0	\$3,141
	SUBTOTAL FOR CITIES IN 200 (excludes unincorporated area)	\$339,178	\$271,101	\$203,392	\$813,471		\$750,166	-\$63,311	\$652	\$0	-\$62,759	\$32,477	-\$30,222
220													
	Beaux Arts	\$86	\$187	\$246	\$519	0.0069%	\$900	\$430	\$0	\$0	\$430	\$0	\$430
	Bellevue	\$142,322	\$161,468	\$75,248	\$379,058	7.4938%	\$273,931	-\$105,125	\$0	\$0	-\$105,125	\$34,448	-\$70,676
	Clay Hill	\$1,869	\$3,168	\$1,852	\$6,895	0.1381%	\$7,170	\$165	\$0	\$0	\$165	\$0	\$165
	Estimated Unincorporated King County	\$168,199	(see total below)	(see total below)	(see total below)		(see total below)		NA	NA	NA	NA	NA
	Issaquah	\$63,321	\$48,167	\$16,278	\$127,766	2.6833%	\$65,547	-\$9,850	\$0	\$0	-\$9,850	\$0	-\$9,850
	Maple Valley	\$13,581	\$18,177	\$3,653	\$35,411	0.0571%	\$49,862	\$4,351	\$0	\$0	\$4,351	\$0	\$4,351
	Newcastle	\$18,484	\$12,918	\$4,057	\$35,459	0.0815%	\$15,271	-\$13,188	\$0	\$0	-\$13,188	\$2,598	-\$10,590
	North Bend	\$15,616	\$13,273	\$4,128	\$32,917	0.1274%	\$16,684	-\$10,590	\$1,376	\$0	-\$9,214	\$6,463	-\$2,738
	Shalimar	\$12,248	\$11,116	\$6,737	\$30,101	0.0861%	\$25,065	-\$3,506	\$0	\$0	-\$3,506	\$0	-\$3,506
	Yarrow Point	\$625	\$91	\$715	\$1,945	0.0385%	\$2,700	\$2,700	\$0	\$0	\$2,700	\$0	\$2,700
	SUBTOTAL FOR CITIES IN 220 (excludes unincorporated area)	\$258,413	\$269,432	\$123,862	\$651,707		\$446,670	-\$203,037	\$1,376	\$0	-\$201,661	\$43,511	-\$167,864
500													
	Kent	\$261,292	\$794,101	\$69,400	\$1,126,793	22.2750%	\$253,944	-\$572,789	\$10,485	\$4,858,870	-\$266,424	\$0	-\$266,424
	SeaTac	\$75,732	\$184,884	\$15,311	\$276,927	5.9474%	\$27,232	-\$230,705	\$7,442	\$116,811	-\$105,652	\$0	-\$105,652
	Tukwila	\$49,535	\$110,737	\$9,228	\$169,500	3.5393%	\$32,705	-\$136,877	\$5,255	\$81,967	-\$89,705	\$0	-\$89,705
	Black Diamond	\$5,094	\$14,940	\$2,685	\$22,619	0.4859%	\$10,185	-\$4,123	\$1,203	\$3,263	-\$10,451	\$2,001	-\$8,450
	Copeland	\$41,727	\$82,433	\$12,634	\$136,600	2.8176%	\$43,862	-\$38,936	\$5,070	\$35,409	-\$3,527	\$0	-\$3,527
	Everett	\$41,727	\$82,433	\$12,634	\$136,600	2.8176%	\$43,862	-\$38,936	\$5,070	\$35,409	-\$3,527	\$0	-\$3,527
	Everett	\$41,727	\$82,433	\$12,634	\$136,600	2.8176%	\$43,862	-\$38,936	\$5,070	\$35,409	-\$3,527	\$0	-\$3,527
	Estimated Unincorporated King County	\$508,918	(see total below)	(see total below)	(see total below)		(see total below)		\$1,118	\$28,407	-\$40,438	\$5,973	-\$34,465
	Maple Valley	\$41,215	\$88,380	\$15,040	\$144,635	2.4648%	\$58,626	-\$39,021	\$8,020	\$6,129	-\$32,892	\$6,833	-\$26,059
	SUBTOTAL FOR CITIES IN 500 (excludes unincorporated area)	\$836,135	\$1,311,631	\$129,269	\$1,977,035		\$474,983	-\$1,502,052	\$146,886	\$749,614	-\$805,642	\$16,833	-\$831,812
TOTAL FOR CITIES													
		\$1,131,322	\$1,652,373	\$456,514	\$3,240,209		\$1,571,519	-\$1,765,330	\$148,514	\$750,000	-\$863,776	\$30,318	-\$773,458
Total King County Unincorporated Area Allocation													
		\$559,125	\$655,080	\$203,881	\$1,418,086	31.8855%	\$868,170	-\$808,195					-\$808,195

Source: Regional Animal Services of King County

Data: 2011 Preliminary Year End

Numbers are estimates only for the purpose of negotiation discussions. The numbers and allocation methodology are subject to change while negotiations are underway.

Exhibit C-1, cont'd.

Notes:

1. Based on various efficiencies and changes to the PWSOC operating budget, adjustments for reduced intakes overall, reduced usage with Auburn out, and shifting two positions out of the model (county sponsored), the 2013 Estimated Budgeted Total Allocable Cost has been reduced to \$5,264,087.
2. One quarter of control services costs are allocated to service districts 203 and 220, and one half of control services costs are allocated to service districts 204 and 221.
3. This excludes the cost to northern cities of sheltering their animals at FAVS under separate contracts. Shelter costs will be included in the 2014 King County shelter volume intake (2011 Preliminary year end) and 20% by 2011 population.
4. Licensing costs are allocated 20% by population (2011) and 80% by total number of Pet Licenses issued (2011) less \$0.00 St. Lifetime License.
5. Transition funding is allocated per capita in a two tier formula to cities with certain per capita net cost allocations. For additional detail, see 2010 Interlocal Agreement Exhibit C-1 (2013 column) for more information. Transition funding does not change for years 2013 - 2015.
6. Credits are allocated to those jurisdictions whose shelter intakes per capita exceeded the system average (.0043) and are intended to help minimize the impact of changing the cost allocation methodology from 5% population to 50% usage model. See Interlocal Agreement Exhibit C-1 for more detail.
7. New Transition License Funding has been included for certain jurisdictions to help limit the Estimated Net Final Cost to the 2012 estimated level. Receipt of support is contingent on city providing in-kind services and county ability to provide resources and/or recover costs.
8. Net Final Costs greater than \$0 will be reallocated to remaining jurisdictions with a negative net final cost, northern cities Net Final Costs shall be inclusive of their FAVS Sheltering costs.
9. Program Load Factor (L/F), per I/A Exhibit C, Part 4, Estimated Payment Calculation Formula, is the City's share of Budgeted Total Net Allocable Costs; it is the City's 2013 Service Year Total Animal Services Cost Allocation expressed as a percentage of the Budgeted Total Net Allocable Costs for 2013. Refer to the I/A for additional details.

Exhibit C-2

**Population, Calls for Service, Shelter Use and Licensing Data for Jurisdictions,
Used to Derive the Pre-Commitment 2013 Estimated**

*Source: Wash. St. Office of Financial Management, KC Office of Management and Budget, Regional Animal Services of KC
Date: February 22, 2012*

Proposed District	Jurisdiction	2011 Population	Estimated 2013 Calls	Estimated 2013 Intakes	Estimated 2013 Licenses
200	Bothell				
	Carnation	1,780	13	5	160
	Duvall	6,715	34	23	712
	Estimated Unincorporated King County	65,642	240	(see total below)	(see total below)
	Kenmore	20,780	116	0	2,021
	Kirkland	80,738	230	109	7,855
	Lake Forest Park	12,610	70	0	1,666
	Redmond	55,150	87	47	3,980
	Sammamish	46,940	85	36	3,970
	Shoreline	53,200	281	0	4,967
	Woodinville	10,940	34	0	998
220	Beaux Arts	300	0	0	33
	Bellevue	123,400	317	185	9,380
	Clyde Hill	2,985	3	3	248
	Estimated Unincorporated King County	87,572	418	(see total below)	(see total below)
	Issaquah	30,690	132	58	1,942
	Mercer Island	22,710	21	11	1,727
	Newcastle	10,410	40	13	520
	North Bend	5,830	42	26	535
	Snoqualmie	10,950	27	10	842
	Yarrow Pt	1,005	1	0	100
500	Kent (Includes Panther Lake Annexation)	118,200	614	1,454	8,555
	SeaTac	27,110	200	339	1,544
	Tukwila	19,050	121	200	1,065
	Auburn	0	0	0	0
	Black Diamond	4,160	18	24	340
	Covington	17,640	132	145	1,642
	Enumclaw	10,920	110	101	872
	Estimated Unincorporated King County	100,333	783	(see total below)	(see total below)
	Maple Valley	22,930	89	111	1,919
City Totals		782,785	2,817	2,900	57,593
King County Unincorporated Area Totals		187,905	1,441	1,425	27,175
TOTALS		970,690	4,258	4,325	84,768

Note: Usage data from 2011 activity. License count excludes Senior Lifetime Licenses

Exhibit C-3

Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs

This Exhibit Shows the Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs to derive Pre-Commitment Estimated 2013 Payments. All values shown are based on annualized costs and revenues. The staffing levels incorporated in this calculation are for year 2013 only and except as otherwise expressly provided in the Agreement may change from year to year as the County determines may be appropriate to achieve efficiencies, etc.

Control Services: Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs

The calculation of Pre-Commitment Estimated 2013 Control Services Costs is shown below (all costs in 2012 dollars).

		Cost Methodology
1	Direct Service Management Staff Costs	\$148,361
2	Direct Service Field Staff Costs	\$725,879
3	Call Center Direct Service Staff Costs	\$229,697
4	Overtime, Duty, Shift Differential and Temp Costs	\$80,891
5	Facilities Costs	\$8,990
6	Office and Other Operational Supplies and Equipment	\$17,500
7	Printing, Publications, and Postage	\$34,000
8	Medical Costs	\$22,500
9	Other Services	\$80,000
10	Transportation	\$141,904
11	Communications Costs	\$38,811
12	IT Costs and Services	\$50,626
13	Misc Direct Costs	\$41,900
14	General Fund Overhead Costs	\$15,842
15	Division Overhead Costs	\$110,490
16	Other Overhead Costs	\$23,096
	2010 Budgeted Total Allocable Control Services Cost	\$1,770,487
17	Less 2010 Budgeted Total Non-Licensing Revenue Attributable to Control Services	\$80,040
18	Less 17% of Estimated New Regional Revenues for 2013	0
	2010 Budgeted Net Allocable Control Services Cost	\$1,690,447

NOTES:

- 4 These additional salary costs support complete response to calls at the end of the day, limited response to emergency calls after hours, and extra help during peak call times.
- 5 Facilities costs include maintenance and utilities for a portion (5%) of the Kent Shelter (which houses the call center staff operations and records retention as well as providing a base station for field officers). Excludes all costs associated with the Crossroads facility.
- 6 This item includes the office supplies required for both the call center as well as a wide variety of non-computer equipment and supplies related to animal control field operations (e.g., uniforms, tranquilizer guns, boots, etc.).
- 7 This cost element consists of printing and publication costs for various materials used in the field for animal control.
- 8 Medical costs include the cost for ambulance and hospital care for animals requiring emergency services.
- 9 Services for animal control operations vary by year but consist primarily of consulting vets and laboratory costs associated with cruelty cases.
- 10 Transportation costs include the cost of the maintenance, repair, and replacement of the animal care and control vehicles and cabs, fuel, and reimbursement for occasional job-related use of a personal vehicle.
- 11 Communication costs involve the direct service costs for telephone, cell phone, radio, and pager use.
- 12 Information technology direct costs include IT equipment replacement as well as direct services costs. Excludes approximately \$50,000 in service costs associated with mainframe systems.
- 13 Miscellaneous direct costs consist of all animal control costs not listed above including but not limited to contingency, training, certification, and bad checks.
- 14 General fund overhead costs included in this model include building occupancy charges and HR/personnel services. No other General Fund overhead costs are included in the model.
- 15 Division overhead includes a portion of the following personnel time as well as a portion of division administration non-labor costs, both based on FTEs: division director, assistant division director, administration, program manager, finance officer, payroll/accounts payable, and human resource officer.
- 16 Other overhead costs include IT, telecommunications, finance, and property services.
- 17 Non-licensing revenue attributable to field operations include animal control violation penalties, charges for field pickup of deceased/owner relinquished animals, and fines for failure to license.

Shelter Services: Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs

The calculation of Pre-Commitment Estimated 2013 Shelter Services Costs is shown below (all costs in 2012 dollars).

		Cost Methodology
1	Direct Service Management Staff Costs	\$214,815
2	Direct Service Shelter Staff Costs	\$1,168,436
3	Direct Service Clinic Staff Costs	\$286,268
4	Overtime, Duty, Shift Differential and Temp Costs	\$159,682
5	Facilities Costs	\$170,814
6	Office and Other Operational Supplies and Equipment	\$94,200
7	Printing, Publications, and Postage	\$20,000
8	Medical Costs	\$127,500
9	Other Services	\$122,500
10	Transportation	\$10,566
11	Communications Costs	\$6,200
12	IT Costs and Services	\$51,360
13	Misc Direct Costs	\$60,306
14	General Fund Overhead Costs	\$113,614
15	Division Overhead Costs	\$176,572
16	Other Overhead Costs	\$37,124
	2010 Budgeted Total Allocable Shelter Services Cost	\$2,819,960
17	Less 2010 Budgeted Total Non-Licensing Revenue Attributable to Shelter Services	\$112,507
18	Less 27% of Estimated New Regional Revenues for 2013	0
	2010 Budgeted Net Allocable Shelter Services Cost	\$2,707,453

NOTES:

- 5 Facilities costs include maintenance and utilities for the majority (95%) of the Kent Shelter (which also houses the call center staff operations and records retention as well as providing a base station for field officers). It excludes all costs associated with the Crossroads facility.
- 6 This item includes the office supplies as well as a wide variety of non-computer equipment and supplies related to animal care (e.g., uniforms, food, litter, etc.).
- 7 This cost element consists of printing and publication costs for various materials used at the shelter.
- 8 Medical costs include the cost for ambulance and hospital care for animals requiring emergency services as well as the cost for consulting vets, laboratory costs, medicine, and vaccines.

- 9 Services for animal control operations vary by year but include costs such as shipping of food provided free of charge and sheltering of large animals.
- 10 Transportation costs include the cost of the maintenance, repair, and replacement of and fuel for the animal care and control vehicles used by the shelter to facilitate adoptions, as well as reimbursement for occasional job-related use of a personal vehicle.
- 11 Communication costs involve the direct service costs for telephone, cell phone, radio, and pager use.
- 12 Information technology direct costs include IT equipment replacement as well as direct services costs.
- 13 Miscellaneous direct costs consist of all animal care costs not listed above including but not limited to contingency, training, certification, and bad checks.
- 14 General fund overhead costs included in this model include building occupancy charges and HR/personnel services. No other General Fund overhead costs are included in the model.
- 15 Division overhead includes a portion of the following personnel time as well as a portion of division administration non-labor costs, both based on FTEs: division director, assistant division director, administration, program manager, finance officer, payroll/accounts payable, and human resource officer.
- 16 Other overhead costs include IT, telecommunications, finance, and property services.
- 17 Non-licensing revenue attributable to sheltering operations include impound fees, microchip fees, adoption fees, and owner relinquished euthanasia costs.

Licensing Services: Calculation of Budgeted Total Allocable Costs, Budgeted Total Non-Licensing Revenue, and Budgeted Net Allocable Costs

The calculation of Pre-Commitment Estimated 2013 Licensing Services Costs is shown below (all costs in 2012 dollars).

		Cost Methodology
1	Direct Service Management Staff Costs	\$52,917
2	Direct Service Licensing Staff Costs	\$346,523
3	Overtime, Duty, Shift Differential and Temp Costs	\$26,295
4	Facilities Costs	\$13,100
5	Office and Other Operational Supplies and Equipment	\$3,300
6	Printing, Publications, and Postage	\$74,600
7	Other Services	\$14,500
8	Communications Costs	\$2,265
9	IT Costs and Services	\$77,953
10	Misc Direct Costs	\$2,000
11	General Fund Overhead Costs	\$9,884
12	Division Overhead Costs	\$39,280
13	Other Overhead Costs	\$11,023
	2010 Budgeted Total Allocable Licensing Services Cost	\$673,640
14	Less 2010 Budgeted Total Non-Licensing Revenue Attributable to Licensing Services	\$13,265
15	Less 6% of Estimated New Regional Revenue	-0-
	2010 Budgeted Net Allocable Licensing Services Cost	\$660,375

NOTES:

- 4 Facilities costs include maintenance and utilities for the portion of the King County Administration building occupied by the pet licensing staff and associated records.
- 5 This item includes the office supplies required for the licensing call center.
- 6 This cost element consists of printing, publication, and distribution costs for various materials used to promote licensing of pets, including services to prepare materials for mailing.
- 7 Services for animal licensing operations include the purchase of tags and monthly fees for online pet licensing hosting.
- 8 Communication costs involve the direct service costs for telephone, cell phone, radio, and pager use.
- 9 Information technology direct costs include IT equipment replacement as well as direct services costs. Excludes approximately \$120,000 in service costs associated with mainframe systems.
- 10 Miscellaneous direct costs consist of all pet licensing costs not listed above including but not limited to training, certification, transportation, and bad checks.

- 11 General fund overhead costs included in this model include building occupancy charges and HR/personnel services. No other General Fund overhead costs are included in the model.
- 12 Division overhead includes a portion of the following personnel time as well as a portion of division administration non-labor costs, both based on FTEs: division director, assistant division director, administration, program manager, finance officer, payroll/accounts payable, and human resource officer.
- 13 Other overhead costs include IT, telecommunications, finance, and property services.
- 14 Non-licensing revenue attributable to licensing operations consists of licensing late fees.

Exhibit C-4

Calculation and Allocation of Transition Funding Credit ("T"), Shelter Credit ("V"), and Estimated New Regional Revenue ("ENR")

A. Transition Funding Credit

The Transition Funding Credit as originally calculated in the 2010 Agreement offset costs to certain Contracting Cities that would have otherwise paid the highest per capita costs for Animal Services in 2010. The credit was scheduled on a declining basis over four years (2010-2013). In this Agreement, the Contracting Cities qualifying for this credit are listed in Table 1 below; these cities will receive the credit at the level calculated for 2013 in the 2010 Agreement for Service Years 2013, 2014 and 2015, provided that, application of the credit can never result in the Estimated Payment Amount being less than zero (\$0) (i.e., cannot result in the County owing the City an Estimated Payment). The allocation of the Transition Funding Credit is shown in Table 1 below.

Table 1: Transition Funding Credit – Annual Amount to be allocated each year in the period from 2013-2015

Jurisdiction	Transition Funding Credit
Carnation	\$552
North Bend	\$1,376
Kent	\$110,495
SeaTac	\$7,442
Tukwila	\$5,255
Black Diamond	\$1,209
Covington	\$5,070
Enumclaw	\$11,188
Maple Valley	\$6,027

Note: The Transitional Funding Credit is the same regardless of which cities sign the Agreement.

B. Shelter Credit

The Shelter Credit is designed to offset costs for those Contracting Cities whose per capita shelter intakes ("A") exceed the average for all Contracting Parties. A total of \$750,000 will be applied as a credit in each of the Service Years 2013-2015 to Contracting Cities whose per capita average shelter intakes ("A") exceeds the average for all Contracting Parties; *provided that* application of the Shelter Credit can never result in the Estimated Payment amount being less than zero (\$0) (i.e., cannot result in the County owing the City an Estimated Payment.) The 2013 Shelter Credit was determined based on estimated animal

intakes ("A") for Calendar Year 2011 as shown on **Exhibit C-2**. The \$750,000 was allocated between every Contracting City with animal intakes over the estimated 2011 Program average, based on each Contracting City's relative per capita animal intakes in excess of the average for all Contracting Parties. The Shelter Credit will be paid at the 2013 level in Service Years 2014 and 2015. The County will consider providing the Shelter Credit in Service Years 2016 and 2017 at the same level as for Service Year 2013.

Table 3: Annual Shelter Credit Allocation—2013 through 2015

City	Shelter Credit
North Bend	\$586
Kent	\$495,870
SeaTac	\$116,611
Tukwila	\$61,987
Black Diamond	\$3,263
Covington	\$36,409
Enumclaw	\$28,407
Maple Valley	\$6,867

C. New Regional Revenue: Estimation and Allocation

Goal

New Regional Revenue for each Service Year shall be estimated as part of the development of the Estimated Payment calculations for such Service Year. The goal of the estimate shall be to reduce the amount of Estimated Payments where New Regional Revenue to be received in the Service Year can be calculated with reasonable certainty. The Estimated New Regional Revenue will be reconciled annually to account for actual New Regional Revenue received, per **Exhibit D**.

Calculation of Estimated New Regional Revenue (ENR)

1. The value of the Estimated New Regional Revenue for Service Year 2013 is zero.
2. For Service Years after 2013, the Estimated New Regional Revenue will be set at the amount the County includes for such revenue in its adopted budget for the Service Year. For purposes of the Preliminary Estimated Payment calculation, the County will include its best estimate for New Regional Revenue at the time the calculation is issued, after first presenting such estimate to the Joint City County Committee for its input.

Application of ENR

1. For Service Years 2013 and 2016, 50% of the Estimated New Regional Revenue is incorporated into the calculations of **EC** and **ES** and **EL** as described in **Exhibit C**, specifically:
 - a. 17% of total Estimated New Regional Revenue is applied to reduce the total Budgeted Net Allocable Control Services Cost.
 - b. 27% of total Estimated New Regional Revenue is applied to reduce the total Budgeted Net Allocable Shelter Services Cost.
 - c. 6% of total Estimated New Regional Revenue is applied to reduce the total Budgeted Net Allocable Licensing Services Cost.

These amounts are reconciled as against actual New Regional Revenue (**ENRA**) in the annual Reconciliation process. In 2014, 2015 and 2017 the 50% is simply deducted against Budgeted Total Allocable Costs to derive Budgeted Total Net Allocable Costs.

2. For each Service Year, the remaining 50% of Estimated New Regional Revenue is first applied to offset County contributions to the Program, in the following order of priority.
 - a. Offset payments made by the County to fund Transition Funding Credits, Shelter Credits, Impact Mitigation Credits (if any) and un-reimbursed Licensing Revenue Support.
 - b. Offset County funding of Animal Services Program costs that are not included in the cost allocation model described in **Exhibit C**, specifically, costs of:
 - i. The medical director and volunteer coordinator staff at the Kent Shelter.
 - ii. Other County-sponsored costs for Animal Services that are not included in the cost models described in **Exhibit C**.
 - c. In the event any of the 50% of Estimated New Regional Revenue remains after applying it to items (a) and (b) above, the remainder ("**Residual New Regional Revenue**") shall be held in a reserve and applied to the benefit of all Contracting Parties as part of the annual Reconciliation process, in the following order of priority:
 - i. First, to reduce *pro-rata* up to 20% of each Contracting Party's Estimated Total Animal Services Cost Allocation (6th column in the spreadsheet at **Exhibit C-1**), thereby reducing up to all cost allocations based on population. This is the factor "**X**" in the Reconciliation formula.
 - ii. Second, to reduce *pro rata* the amount owing from each Contracting Party with net final costs > 0 after consideration of all other factors in the Reconciliation formula.

Offsets described in (a) and (b) above do not impact the calculation of Estimated Payments or the Reconciliation of Estimated Payments since they are outside the cost model. The allocations described in (c) above, if any, will be considered in the annual Reconciliation as described in **Exhibit D**.

Exhibit C-5 Licensing Revenue Support

- A. The Contracting Cities that will receive licensing revenue support in 2013 are listed below (collectively, these nine cities are referred to as the "Licensing Revenue Support Cities"). These Cities have been selected by comparing the estimated 2013 Net Final Costs shown in **Exhibit C-1** to the 2012 Estimated Net Final Cost.² Where the 2013 Net Final Cost estimate was higher than the 2012 estimate, the difference was identified as the 2013 Licensing Revenue Target.
- B. For any Licensing Revenue Support City in **Table 1** whose Preliminary 2013 Estimated Payment is lower than the Pre-Commitment Estimate shown in **Exhibit C-1**, the Licensing Revenue Target ("RT") and the Revenue Goal ("RG") will be the reduced by an amount equivalent to the reduction between the Pre-Commitment and Preliminary Estimated Payment amounts for 2013.

Table 1:
2013 Licensing Revenue Support Cities, Licensing Revenue Targets and Revenue Goals*

City	2013 Licensing Revenue Target "RT" (increment)	Base Year Revenue (2011 Estimate per Exhibit C-2) "Base Amount"	Revenue Goal "RG" (total)
City of Carnation	\$966	\$4,752	\$5,718
City of Duvall	\$7,658	\$21,343	\$29,001
City of Kirkland	\$23,853	\$208,000	\$231,853
City of Bellevue	\$34,449	\$273,931	\$308,380
City of Newcastle	\$2,599	\$15,271	\$17,870
City of North Bend	\$6,463	\$15,694	\$22,157
City of Black Diamond	\$2,001	\$10,185	\$12,186
City of Enumclaw	\$5,973	\$25,307	\$31,280
City of Maple Valley	\$6,956	\$56,628	\$63,584

*Amounts in this table are subject to adjustment per Paragraph B above.

- C. The 2013 Licensing Revenue Target ("RT") is the amount each City in **Table 1** will receive in 2013, either in the form of additional licensing revenues over the Base Year amount or as a **Licensing Revenue Credit ("LRC")** applied at Reconciliation.

² For Contracting Cities that purchase shelter services from PAWS, the target was based on the Pre-Commitment 2013 Estimated Payment calculated in February 2012 during contract negotiations.

- D. As further described in **Section 7** and **Exhibit C-5**, licensing revenue support services include the provision of County staff and materials support (which may include use of volunteers or other in-kind support) as determined necessary by the County to generate the Licensing Revenue Target.
- E. In 2014 and 2015, any Licensing Revenue Support City or other Contracting City may request licensing revenue support services from the County under the terms of **Exhibit F**. Provision of such services is subject to the County determining it has capacity to perform such services. *Notwithstanding the foregoing*, a Licensing Revenue Support City for which **RT** is in excess of \$20,000 per year may receive licensing revenue support service in all three years, but only if by September 1, 2012, it commits to providing in-kind support in all three Service Years by executing the contract in **Exhibit F** with respect to *all 3 Service Years* (2013, 2014 and 2015). Allocation of licensing revenue support services in 2014 and 2015 will be prioritized first to meet the County's contractual commitment, if any, to a Licensing Revenue Support City that has entered into a 3-year agreement for such service. Thereafter, service shall be allocated to Licensing Revenue Support Cities requesting such service on first-come, first-served basis; and thereafter to any other Contracting City requesting such service on a first-come, first-served basis.

Table 2:
Calculation of Estimated Payments and Licensing Revenue Credits
for Licensing Revenue Support Cities

For Service Year 2013:

- The Estimated Payment calculation will include the 2013 Licensing Revenue Support Target ("RT"), if any, for the City per Table 1 above in the calculation of Estimated Licensing Revenues ("ER") (these amounts are shown in separate columns on **Exhibit C-1**).
- At Reconciliation:
 - For Cities with a **RT** > \$20,000, Actual Licensing Revenue for 2013 ("**AR**₂₀₁₃") will be determined by allocating 65% of Licensing Revenues received (if any) over the Base Amount to determine **AR**₂₀₁₃
 - if Actual Licensing Revenue for 2013 ("**AR**₂₀₁₃") ≥ Revenue Goal ("**RG**"), then no additional credit is payable to the City ("**LRC**" = \$0)
 - If **AR**₂₀₁₃ < **RG**, then the difference (**RG-AR**) is the Licensing Revenue Credit ("**LRC**") included in the Reconciliation Adjustment Amount *provided that*, for Cities whose **RT** > \$20,000, 35% of Licensing Revenues over the Base Amount shall be allocated to *increase* ("**LRC**") when the value of **ANFC**₀ is being calculated at Reconciliation, *and provided further*, that in all cases **LRC** cannot exceed the 2013 Licensing Revenue Target for the City.

For **Service Year 2014**, if the City and County have executed a Licensing Support Contract per **Exhibit F**, and the City is therefore providing additional in-kind services in order to generate licensing revenue support in 2014, then:

- The Estimated Payment for 2014 will include Estimated Licensing Revenues calculated at the amount of Actual Revenue ("AR") for 2012 or the Revenue Goal (RG), whichever is greater. RG will be the amount in Table 1 for Licensing Revenue Support Cities, or such other amount as the Parties may agree in the Licensing Support Contract.
- At Reconciliation:
 - For Cities with a $RT > \$20,000$, AR_{2014} will be determined by allocating 65% of Licensing Revenues received (if any) over the Base Amount to determine AR_{2014}
 - If Actual Licensing Revenue in 2014 is greater than the Revenue Goal ($AR_{2014} \geq RG$), then
 - no Licensing Revenue Credit is payable to the City ($LRC = \$0$), and
 - The County shall charge the City for an amount which is *the lesser of*:
 - (a) the cost of County's licensing support services in 2014 to the City (as defined in the Licensing Support Contract for 2014), or (b) the amount by which $AR_{2014} > RG$.
 - If $AR_{2014} < RG$, then the difference ($RG - AR_{2014}$) is LRC. The LRC amount is added to reduce the City's costs when calculating the Reconciliation Adjustment Amount, *provided that*, for Cities whose $RT > \$20,000$, 35% of Licensing Revenues over the Base Amount shall be allocated to *increase* ("LRC") a when the value of ANFC₀ is being calculated at Reconciliation, and *provided further* that in all cases LRC cannot exceed the 2013 Licensing Revenue Target for the City.

For **Service Year 2015**, the process and calculation shall be the same as for 2014, e.g.: if the City and County have executed **Exhibit F**, and the City is therefore providing additional in-kind services in order to generate Licensing Revenue Support in 2015, then:

- The Estimated Payment for 2015 will include Estimated Licensing Revenues calculated at the amount of Actual Revenue ("AR") for 2013 (excluding LRC paid for Service Year 2013) or RG, whichever is greater. RG will be the amount in **Table 1** for Licensing Revenue Support Cities, or such other amount as the Parties may agree in the Licensing Support Contract.
- At Reconciliation:
 - For Cities with a $RT > \$20,000$, AR_{2015} will be determined by allocating 65% of Licensing Revenues received (if any) over the Base Amount to determine AR_{2015}
 - If Actual 2015 Licensing Revenue is greater than the Revenue Goal ($AR_{2015} \geq$

RG), then

- no Licensing Revenue Credit is payable to the City (**LRC** = \$0), and
 - The County shall charge the City for an amount which *is the lesser of*:
(a) the cost of County's licensing support services in 2015 to the City
(as defined in the Licensing Support Contract for 2015), or (b) the
amount by which **AR₂₀₁₅ > RG**.
- If **AR₂₀₁₅ < RG**, then the difference (**RG-AR₂₀₁₅**) is **LRC**. The **LRC** amount is added to reduce the City's costs when calculating the Reconciliation Adjustment Amount; *provided that*, for Cities whose **RT** > \$20,000, 35% of Licensing Revenues over the Base Amount shall be allocated to *increase* ("LRC") when the value of **ANFC₀** is being calculated at Reconciliation, and *provided further* that in all cases **LRC** cannot exceed the 2013 Licensing Revenue Target for the City.

Exhibit C-6:

Summary of Calculation Periods for Use and Population Components

This Exhibit restates in summary table form the Calculation Periods used for calculating the usage and population components in the formulas to derive Estimated Payments. *See Exhibit C* for complete formulas and definitions of the formula components.

ER is estimated Licensing Revenue attributable to the City

CFS is total annual number of Calls for Service originating in the City

A is the number of animals in the shelter attributable to the City

I is the number of active paid regular pet licenses issued to City residents

ENR is the New Regional Revenue estimated to be received during the Service Year

Pop is Population of the City expressed as a percentage of all Contracting Parties; **D-Pop** is Population of the City expressed as a percentage of the population of all jurisdictions within a Control District

Calculation Periods -- Service Year 2013

Component	Preliminary Estimated 2013 Payment (published August 2012)	Estimated 2013 Payment (final) (published December 15 2012)	Reconciliation Payment Amount (determined June 2014)
ER (Estimated Revenue)	Actual 2011	Same	Actual 2013
CFS (Calls for Service)	Actual 2011	Same	N/A
A (Animal intakes)	Actual 2011	Same	N/A
I (Issued Pet Licenses)	Actual 2011	Same	N/A
ENR (Estimated New Regional Revenue)	Estimated 2013 (\$0)	Estimated 2013 (\$0)	Actual 2013
Pop, D-Pop (Population)	July 2012 OFM report, adjusted for annexations ≥ 2,500 occurring (and Latecomer Cities joining) after April 2012 and before the	Same, adjusted for all annexations ≥ 2,500 occurring (and Latecomer Cities joining) after April 2012 and before the end of 2013	Same, adjusted for all annexations ≥ 2,500 occurring (and Latecomer Cities joining) after April and before the end of 2013

	end of 2013.		
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Calculation Periods: Service Year 2014

Component	Preliminary Estimated 2014 Payment (published September 2013)	Estimated 2014 Payment (published December 2013)	Reconciliation Payment Amount (determined June 2015)
ER	Actual 2012	Same	Actual 2014
CFS	N/A	N/A	N/A
A	N/A	N/A	N/A
I	N/A	N/A	N/A
ENR	Estimated 2014	Estimated 2014	Actual 2014
Pop, D-Pop	July 2012 OFM report, adjusted for all annexations $\geq 2,500$ known to take effect (and Latecomer Cities joining) after April 2012 and before the end of 2014.	Same, adjusted for all annexations $\geq 2,500$ known to take effect (and Latecomer Cities joining) after April 2012 and before the end of 2014	Same, adjusted for all annexations $\geq 2,500$ (and Latecomer Cities joining) occurring after April 2012 and before the end of 2014

Calculation Periods: Service Year 2015

Component	Preliminary Estimated 2015 Payment (published September 2014)	Estimated 2015 Payment (published December 2014)	Reconciliation Payment Amount (determined June 2016)
ER	Actual 2013	Same	Actual 2015
CFS	N/A	N/A	N/A
A	N/A	N/A	N/A
I	N/A	N/A	N/A
ENR	Estimated 2015	Estimated 2015	Actual 2015
Pop, D-Pop	July 2012 OFM report, adjusted for all annexations $\geq 2,500$ known take effect (and Latecomer Cities joining) after April 2012 and before the end of 2015.	Same, adjusted for all annexations $\geq 2,500$ known to take effect (and Latecomer Cities joining) after April 2012 and before the end of 2015	Same , adjusted for all annexations $\geq 2,500$ occurring (and Latecomer Cities joining) after April 2012 and before the end of 2015

If the Agreement is extended past 2015 for an additional 2 years, the calculation periods for 2016 shall be developed in a manner comparable to Service Year 2013, and for 2017 shall be developed in a manner comparable to year 2014.

Exhibit C-7
Payment and Calculation Schedule

Service Year 2013

Item	Date
Preliminary estimate of 2013 Estimated Payments provided to City by County	August 1, 2012
Final Estimated 2013 Payment calculation provided to City by County	December 15, 2012
First 2013 Estimated Payment due	June 15, 2013
Second 2013 Estimated Payment due	December 15, 2013
2013 Reconciliation Adjustment Amount calculated	On or before June 30, 2014
2013 Reconciliation Adjustment Amount payable	On or before August 15, 2014

Service Year 2014

Item	Date
Preliminary estimate of 2014 Estimated Payments provided to City by County	September 1, 2013
Final Estimated 2014 Payment calculation provided to City by County	December 15, 2013
First 2014 Estimated Payment due	June 15, 2014
Second 2014 Estimated Payment due	December 15, 2014
2014 Reconciliation Adjustment Amount calculated	On or before June 30, 2015
2014 Reconciliation Adjustment Amount Payable	August 15, 2015

Service Year 2015

Item	Date
Preliminary estimate of 2015 Estimated Payments provided to City by County	September 1, 2014
Final Estimated 2015 Payment calculation provided to City by County	December 15, 2014
First 2015 Estimated Payment due	June 15, 2015
Second 2015 Estimated Payment due	December 15, 2015
2015 Reconciliation Adjustment Amount calculated	On or before June 30, 2016
2015 Reconciliation Adjustment Amount Payable	August 15, 2016

If the Agreement is extended past December 31, 2015, the schedule is developed in the same manner as described above for years 2016 and 2017.

Additional timelines are in place to commence and complete negotiations for an extension of the Agreement:

County convenes interested Contracting Cities to discuss (1) a possible extension on the same terms and (2) a possible extension on different terms.	September 2014
Notice of Intent by either Party not to renew agreement on the same terms (Cities also indicate whether they wish to negotiate for an extension on different terms or to let Agreement expire at end of 2015)	March 1, 2015
Deadline for signing an extension (whether on the same or amended terms)	July 1, 2015

See Section 4 of Agreement for additional details on Extension of the Agreement Term for an additional two years.

Dates for remittal to County of pet license sales revenues processed by Contracting Cities (per section 3.c)	Quarterly, each March 31, June 30, September 30, December 31
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Except as otherwise provided for Licensing Revenue Support Cities with a Licensing Revenue Target greater than \$20,000/year, requests for **Licensing Revenue Support** in Service Years 2014 or 2015 may be made at any time between June 30 and October 31 of the prior Service Year. (See **Exhibit C-5** for additional detail).

Exhibit D Reconciliation

The purpose of the reconciliation calculation is to adjust payments made each Service Year by Contracting Parties to reflect actual licensing and non-licensing revenue, various credits, and New Regional Revenue, as compared to the estimates of such revenues and credits incorporated in the Estimated Payment calculations, and to adjust for population changes resulting from annexations of areas with a population of over 2,500 (if any) and the addition of Latecomer Cities. To accomplish this, an “**Adjusted Net Final Cost**” (“**ANFC**”) calculation is made each June for each Contracting Party as described below, and then adjusted for various factors as described in this **Exhibit D**.

As noted in **Section 7** of the Agreement, the Parties intend that receipt of Animal Services should not be a profit-making enterprise. When a City receives revenues in excess of its costs under this Agreement (including costs of PAWS shelter service, if applicable), such excess will be reinvested to reduce costs incurred by other Contracting Parties. The cost allocation formulas of this Agreement are intended to achieve this outcome.

Terms not otherwise defined here have the meanings set forth in **Exhibit C** or the body of the Agreement.

Calculation of ANFC and Reconciliation Adjustment Amount

The following formula will be used to calculate the Reconciliation Adjustment Amount, which shall be payable by August 15. The factors in the formula are defined below. As described in paragraphs A and B, the subscript “0” denotes the initial calculation; subscript “1” denotes the final calculation.

$$ANFC_0 = (AR + T + V + X + LRC) - (B \times LF)$$

- A. If $ANFC_0 \geq 0$, i.e., revenues and credits are greater than costs (adding the cost factor “W” in the formula for Contracting Cities purchasing shelter services from PAWS or purchasing Enhanced Control Services), **then:**

$ANFC_1 = 0$, i.e., it is *reset to zero* and the difference between $ANFC_0$ and $ANFC_1$ is set aside by the County (or, if the revenues are not in the possession of the County, then the gap amount is payable by the City to the County by August 15) and **all such excess amounts from all Contracting Parties where $ANFC_0 \geq 0$ are allocated pro-rata to parties for which $ANFC_1 < 0$** , per paragraph B below. Contracting Parties for which $ANFC_0 \geq 0$ do not receive a reconciliation payment.

- B. If $ANFC_0 < 0$, i.e., costs are greater than revenues (*without* considering “W” for those Contracting Cities purchasing shelter services from PAWS or purchasing Enhanced Control Services), then the negative dollar amount is not “reset” and $ANFC_1$ is the same as $ANFC_0$. Contracting Parties in this situation will receive a ***pro-rata* allocation from the sum of excess revenues from those Parties for which $ANFC_0 \geq 0$** per paragraph A. In this way, excess revenues are reallocated across Contracting Parties with net final costs.
- C. If, after crediting the City with its *pro rata* share of any excess revenues per paragraph B, $ANFC_1 < \text{Total Estimated Payments made in the Service Year}$, then the difference shall be paid by the County to the City no later than August 15; if $ANFC_1 > \text{Total Estimated Payments made in the Service Year}$, then the difference shall be paid by the City to the County no later than August 15.

Where:

“AR” is **Actual Licensing Revenue** attributable to the City, based on actual Licensing Revenues received from residents of the City in the Service Year, adjusted for Cities with a Licensing Revenue Target > \$20,000 as described in **Exhibit C-5**. (License Revenue that cannot be attributed to a specific Party (e.g., License Revenue associated with incomplete address information), will be allocated amongst the Parties based on their respective percentages of total AR).

“T” is the Transition Funding Credit, if any, for the Service Year.

“V” is the Shelter Credit, if any, for the Service Year.

“W” is the actual amount paid by a City receiving shelter services to PAWS for such services during the Service Year, if any, plus the actual amount paid by a City to the County for the purchase of Enhanced Control Services during the Service Year, if any.

“X” is the amount of Residual New Regional Revenue, if any, allocable to the City from the 50% of New Regional Revenues which is first applied to offset County costs for funding Shelter Credits, Transition Funding Credits and any Program costs not allocated in the cost model. The residual is shared amongst the Contracting Parties to reduce *pro-rata* up to 20% of each Contracting Party’s Estimated Total Animal Services Cost Allocation (See column titled “Estimated Total Animal Services Cost Allocation” in the spreadsheet at **Exhibit C-1**).

“LRC” is the amount of any **Licensing Revenue Credit or Charge** to be applied based on receipt of licensing support services. For a Licensing Revenue Support City designated in **Exhibit C-5**, the amount shall be determined per **Table 2 of Exhibit C-5** and the associated

Licensing Support Contract, if any. Where a Licensing Revenue Support City is due a Licensing Revenue Credit, the amount applied for this factor is a positive dollar amount (e.g., increases City's revenues in the amount of the credit); if a Licensing Revenue Support City is assessed a Licensing Revenue Charge, the amount applied for this factor is a negative amount (e.g., increases City's costs). For any Contracting City receiving licensing support services per a Licensing Support Contract/ **Exhibit F** other than a Licensing Revenue Support City, **LRC** will be a negative amount (increasing the City's costs) equal to the County's cost of the licensing support set forth in the Attachment A to the Licensing Support Contract.

"B" is the **"Budgeted Total Net Allocable Costs"** as *estimated* for the Service Year for the provision of Animal Services to be allocated between all the Contracting Parties for the purposes of determining the Estimated Payment, calculated as described in **Exhibit C**.

"LF" is the **"Program Load Factor"** attributable to City for the Service Year, calculated as described in **Exhibit C**. LF will be recalculated if necessary to account for annexations of areas with a population of 2,500 or more people, or for Latecomer Cities if such events were not accounted for in the Final Estimated Payment Calculation for the Service Year being reconciled.

Additional Allocation of New Regional Revenues after calculation of all amounts

above: If there is any residual New Regional Revenue remaining after allocating the full possible **"X"** amount to each Party (to fully eliminate the population based portion of costs), the remainder shall be allocated on a *pro rata* basis to all Contracting Parties for which $ANFC_i < 0$. If there is any residual thereafter, it will be applied to improve Animal Services.

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 2013, 2014 and 2105 of the **Animal Services Interlocal Agreement for 2013 Through 2015** between the City and the County dated and effective as of July 1, 2012 (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 2010, in 2010 dollars, 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 Inflator 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.

Column 1: Aggregate of 50% of an FTE Requested by all Participating Cities	Column 2: Aggregate of 1 FTE Requested by all Participating Cities
Cost to City: (% of Half-Time FTE requested) x \$75,000/year in 2010*	Cost to City: (% of FTE requested) x \$115,000/year in 2010 *
<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).	<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)
** (50% of a Half-Time FTE)	

* This example is based on 2010 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: _____

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 2013 Through 2015 (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 October 31 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, excepting that a Licensing Support City with a revenue target in excess of \$20,000/year may submit a request by September 1, 2012 in order to receive service in all three Service Years (2013, 2014 and 2015).
- 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.c** and **Exhibit C-5** of the Agreement.
- C. Services Provided by County, Cost:** The County will determine the licensing revenue support activities it will undertake to achieve the Licensing Revenue Target. 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.
 2. 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. City volunteer/staff hour requirements are scaled based on the size of the Licensing Revenue Target per **Table A** below:

Table A: Volunteer/Staff Hours to be Provided by City

If the Licensing Revenue Target for the Service Year is between:	The City shall provide volunteer/staff hours support (averaged over the year)
\$0 and \$5,000	9 hours per month
\$5,001-\$10,000	18 hours per month
\$10,000-\$20,000	27 hours per month
\$20,001 and \$40,000	36 hours per month
>\$40,000	45 hours per month

3. Provide representation at a minimum of two public events annually to inform City residents about the Animal Services Program and promote pet licensing.
4. 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.
5. 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 **Licensing Revenue Support Cities** (those identified in **Exhibit C-5** of the Agreement):
In 2014 and 2015, Licensing Revenue Support Cities may receive licensing revenue support intended to generate total annual Licensing Revenue at or above the Revenue Goal in Table 1 of **Exhibit C-5**. The City will receive a **Licensing Revenue Credit or Charge** at Reconciliation in accordance with the calculations in **Table 2** of **Exhibit C-5**. A Licensing Revenue Support City may request service under subparagraph 2 below.
2. For **all other 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 monthly 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract for Licensing Support Services 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 F: Attachment A
LICENSING REVENUE SUPPORT SERVICES REQUEST

(to be completed by City requesting licensing support services; one request per Service Year except for a Licensing Support City with a Licensing Revenue Target over \$20,000/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 2013 Through 2015* ("the Agreement") dated effective as of July 1, 2012.)

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:

- For Licensing Revenue Support Cities, the Licensing Revenue Support Target is defined in **Table 1 of Exhibit C-5** of the Agreement, unless the Parties otherwise agree.
 - 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. For Contracting Cities other than Licensing Revenue Support Cities, the County may propose an adjustment in the requested Licensing Revenue Target;
- C. 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**;
- D. 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;
- E. 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).

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 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: _____

**City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010**

ITEM INFORMATION			
SUBJECT: AB15-022 Ordinance amending section 2.04.010 of the Black Diamond Municipal Code regarding Council meeting dates	Agenda Date: February 19, 2015		AB15-022
	Department/Committee/Individual		
	Mayor Carol Benson		
	City Administrator –		
	City Attorney –Carol Morris		
	City Clerk – Brenda L. Martinez	X	
	Finance – May Miller		
	Com Dev/Nat Res – Aaron Nix		
	MDRT/Ec. Dev. – Andy Williamson		
Cost Impact: N/A	Police – Jamey Kiblinger		
Fund Source:	Court – Stephanie Metcalf		
Timeline:			
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator			
Attachments: Ordinance No. 15-1049			
SUMMARY STATEMENT: In accordance with Council’s newly revised Rules of Procedure this proposed ordinance would establish the second Thursday in the months of January, March, May, July, September and November, beginning at 7:00 PM, for purposes of holding Town Hall meetings.			
COMMITTEE REVIEW AND RECOMMENDATION: This ordinance was discussed with the Finance, Budget and Administration Committee on Thursday, February 12, 2015.			
RECOMMENDED ACTION: MOTION to adopt Ordinance No. 15-1049, relating to Council meeting dates and locations, and amending Black Diamond Municipal Code 2.04.010, Meetings.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	
February 19, 2015			

CITY OF BLACK DIAMOND WASHINGTON

ORDINANCE NO. 15-1049

**AN ORDINANCE OF THE CITY OF BLACK DIAMOND,
WASHINGTON, RELATING TO COUNCIL MEETING
DATES AND LOCATIONS; AMENDING 2.04.010,
MEETINGS OF THE BLACK DIAMOND MUNICIPAL
CODE; PROVIDING FOR SEVERABILITY; AND
ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the City Council desires to schedule Town Hall meeting bi-monthly;

NOW, THEREFORE, the City Council of the City of Black Diamond, Washington, do ordain as follows:

Section 1. Amending BDMC 2.04.010 (Meetings). Section 2.04.010 of the Black Diamond Municipal Code is hereby amended to read as follows:

The regular meetings of the city council of the city shall be held at the Black Diamond Municipal Building, 25510 Lawson Street, Black Diamond, King County, Washington, on the first and third Thursdays of each month at the hour of seven p.m. A work session of the city council ~~followed by a town hall meeting~~ shall be held at the Black Diamond Municipal Building, 25510 Lawson Street, Black Diamond, King County, Washington, on the second Thursday of each month at the hour of six p.m. Town Hall meetings shall be held at the Black Diamond Municipal Building, 25510 Lawson Street, Black Diamond, King County, Washington on the second Thursday in the months of January, March, May, July, September, and November at the hour of seven p.m.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 19TH DAY OF FEBRUARY, 2015.

CITY OF BLACK DIAMOND

Carol Benson, Mayor

ATTEST/AUTHENTICATED:

Brenda L. Martinez, City Clerk

Approved as to form:

Carol Morris
City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No.
Date of Publication:
Effective Date:

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION		
SUBJECT: AB15-023 Resolution authorizing the Mayor to enter into a Consultant Services Contract with Olympic Environmental Resources for the City's 2015 Spring Recycling Event.	Agenda Date: February 19, 2015	
	AB15-023	
	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Aaron Nix	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): \$14,990.41	Police – Chief Kiblinger	
Fund Source: Hazardous Waste Grant; Solid Waste Grant	Public Works – Seth Boettcher	X
Timeline: April 2015	Court – Stephanie Metcalf	
Agenda Placement: <input type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input checked="" type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution 15-1016; consultant services contract		
SUMMARY STATEMENT: The City holds an annual Spring recycling event coordinated by Olympic Environmental Resources. This event gives residents the opportunity to recycle unwanted materials, including yard debris. FISCAL NOTE (Finance Department): This City's costs for this event are funded through a solid waste grant (\$10,000 – Resolution 15-1003) and a hazardous waste grant (\$5,990.41 – Resolution 15-1002). The City would receive \$1,000 from the grants to cover City labor costs and the remainder will go to Olympic Environmental Resources.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Public Works Committee recommends approval.		
RECOMMENDED ACTION: MOTION to adoption Resolution 15-1016, authorizing the Mayor to execute a Consultant Services Contract with Olympic Environmental Resources for the City's 2015 Spring Recycling Event.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 19, 2015		

RESOLUTION NO. 15-1016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A
CONSULTANT SERVICES CONTRACT WITH OLYMPIC
ENVIRONMENTAL RESOURCES FOR THE CITY'S 2015
SPRING RECYCLING EVENT**

WHEREAS, the City holds an annual spring recycling event; and

WHEREAS, the City received a Local Hazardous Waste Management Program grant from the Seattle/King County Department of Health to fund a portion of this event; and

WHEREAS, the City received a grant from the King County Solid Waste Division to fund a portion of this event;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute a consultant services contract with Olympic Environmental Resources for the City's 2015 Spring Recycling Event.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 19TH DAY OF FEBRUARY, 2015.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF BLACK DIAMOND AND
OLYMPIC ENVIRONMENTAL RESOURCES**

THIS AGREEMENT is made by and between the City of Black Diamond, a Washington municipal corporation (hereinafter the "City"), and Olympic Environmental Resources, (hereinafter the "Consultant,") a corporation organized under the laws of the State of Washington, located and doing business at 4715 SW Walker Street, Seattle, WA 98116.

RECITALS

WHEREAS, the City of Black Diamond has recognized the need to assist local residents with recycling hazardous waste, yard waste and difficult to recycle large items; and

WHEREAS, the City of Black Diamond has received grant funding from King County Solid Waste Division and King County Health Department and indirectly received funds from the Department of Ecology; and

WHEREAS, the Consultant has the experience to promote, manage, coordinate and provide recycling event management services as described herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

I. Description of Work.

The Consultant shall perform all work described in Exhibit A, which is attached hereto and incorporated herein by this reference.

II. Payment

A. The City shall pay the Consultant directly a lump sum amount not to exceed fourteen thousand, nine hundred ninety dollars and forty-one cents (\$14,990.41) after the Consultant performs the services described in Section 1 (Exhibit A) herein. This is the total amount to be paid under this Agreement for the work described in Section 1 (Exhibit A), and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement.

B. The Consultant shall submit one invoice to the City after such services have been performed, which shall be the final bill for all the services described in this Agreement. The City shall pay the full amount of the invoice within sixty (60) days of receipt. If the City objects to all or a portion of the invoice, it shall so notify the

Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement. The parties agree that the work described in Section 1 (Exhibit A) shall be completed by June 30, 2015.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in Exhibit A. If delivered to Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal Costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is Subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and Volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO. ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

The provisions of this section shall survive the expiration or termination of this Agreement.

VIII. Insurance

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Consultant's own work including the work of the Consultant's agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and

2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability,

3. Employer's Liability each accident \$1,000,000. Employer's Liability Disease each employee \$1,000,000.

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within ten (10) working days of the City's deductible payment.

D. The City of Black Diamond shall be named by endorsement as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Subsection B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies.

E. Under this agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Black Diamond at least thirty (30) days in advance of any cancellation, suspension or material change in the Consultant's coverage.

G. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive its right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.

H. If any coverage is written on a “claims made” basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy, and proof of the extended reporting period provided to the City.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

Even though the Consultant is an independent contractor with the authority to control and direct the performance, and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to Independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

XIV. Non-Waiver of Breach

The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options and the same shall be and remain in full force and effect.

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City of Black Diamond shall determine the term or provision's true intent or meaning. The City of Black Diamond shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor or Administrator's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in King County Superior Court, King County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:

Attn: Paul Devine
Olympic Environmental Resources
4715 SW Walker Street
Seattle, WA 98116

CITY:

Attn: Seth Boettcher
City of Black Diamond
P.O. Box 599
24301 Roberts Drive
Black Diamond, WA 98010

With a copy to the "City Clerk" at the same address.

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification and Severability

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reasons held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

XIX. Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibits attached hereto shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 2015.

CONSULTANT: Olympic
Environmental Resources

CITY OF BLACK DIAMOND

By: _____
Paul Devine
Its General Manager

By: _____
Carol Benson, Mayor

Consultant: Olympic
Environmental Resources
4715 SW Walker Street
Seattle, WA 98116

APPROVED AS TO FORM:

City Attorney's Office

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Paul Devine is the person who appeared before me, and said person acknowledged that he was authorized to execute the instrument and acknowledged it as the Owner of Olympic Environmental Resources for the uses and purposes mentioned in this instrument.

DATED: _____

(Signature)

NOTARY PUBLIC, State of Washington,
residing at: _____
My appointment expires: _____

Exhibit A

A. Objective

By hosting a Recycling Collection Event, Black Diamond can reduce the amount of recyclable material finding their way to the local landfill. In addition to diverting materials from the City waste stream, attracting residents to events provides an opportunity to distribute educational material on City and King County recycling programs. The educational materials can enhance the knowledge of residents and improve behavior in purchase, handling, and disposal of recyclable materials.

B. Scope of Work

1. Recycling Collection Event/Chipper Service

A. Schedule - Spring, 2015 (tentative date is April 18, 2015).

B. Task Activities

- Number of Recycling Collection/Chipper Service Events – One
 - Materials to be collected:
 - Appliances
 - Refrigerators and Freezers (\$15 user fee applies)
 - Air Conditioners (\$10 user fee applies)
 - Ferrous Metals
 - Non-ferrous Metals
 - Hot Water Heaters (\$5 user fee applies)
 - Tires (User fees apply)
 - Lead Acid Batteries
 - Alkaline Batteries
 - Porcelain Toilets and Sinks (\$10 user fee applies)
 - Propane Tanks (\$5 user fee applies)
 - Mattresses/Boxsprings (\$10 user fee applies)
 - Cardboard
 - Reusable Household Goods/Textiles
 - Used Motor Oil
 - Used Motor Oil Filters
 - Used Antifreeze
 - Used Petroleum Based Products
 - Bulky Yard Debris
 - Clean Scrap Wood
 - Electronic and Computer Equipment+
 - Cell Phones
- +TV sets and Computer Monitors will not be collected and residents will be referred to local E-Cycle sites.

- The following educational materials will be distributed:
 - Information on City Recycling Programs (if available).
 - Educational Materials produced by King County Department of Natural Resources and Local Hazardous Waste Management Plan (if available).
 - Other educational materials as appropriate.
- Event promotional methods
 - This event will be coordinated with King County and flyers will be sent to Black Diamond households.
 - By notices in City newsletters (whenever possible).
 - By posting a notice at City Hall and on the City cable channel and City web site (if available).
 - By publicizing the event through the King County Solid Waste Division Promotional Activities.
 - By preparing and emailing a Moderate Risk Waste Event Notification to Local Hazardous Waste Management Plan staff.

C) Recycling event evaluation. Event reports will include:

- Number of vehicles attending
- Volume of each material collected
- Event cost by budget category
- Event comments

D) Grant reporting and reimbursement requests. Grant reports include emailed grant reports for:

- The King County Solid Waste Division “WRR” Grant
- The King County Health Department “LHWMP” Grant
- The WA State Department of Ecology's "CPG" Grant (submitted through the City of Maple Valley).
- Preparing and emailing a Collection Event/Mobile Collections Report to the King County Health Department and WA State Department of Ecology after the event.

E) Promotion:

OER plans to send out approximately 1,675 promotional flyers to Black Diamond households. County sponsored events are publicized through King County promotional activities (including County websites).

CITY COUNCIL AGENDA BILL:

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION		
SUBJECT: AB15-024 Ordinance extending the moratorium on accepting applications for properties within the MPD District for an additional six months as previously adopted via Ordinance 15-1050	Agenda Date: February 19, 2015 AB15-024	
	Mayor Carol Benson	
	City Attorney Carol Morris	X
	City Clerk – Brenda L. Martinez	
	Com. Dev/Nat Res – Aaron Nix	X
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
	Public Works – Seth Boettcher	
	Court Administrator – Stephanie Metcalf	
Cost Impact (see also Fiscal Note): N/A		
Fund Source: N/A		
Timeline: Extending the moratorium an additional six months		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input checked="" type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Proposed Ordinance No. 15-1050 and Map Attachment		
SUMMARY STATEMENT: Ordinance No. 14-1025 was previously approved by the City Council at their March 20, 2014 Council meeting and subsequently extended on August 21, 2014 for an additional 6 months through Ordinance 14-1036. These Ordinances imposed subsequent six-month moratoria on the City's acceptance of certain applications for development for property zoned Master Planned Development (MPD). As this moratorium is scheduled to sunset on February 28, 2015, and Staff has recently been reorganized in order to compensate for the loss of the previous Community Development Director, gone through reductions in staff and continue to work with the property owners on this issue, more time is needed to review the moratorium. It has been suggested that the City Council extend this moratorium in order to meet the desires of the City Council in this instance.		
FISCAL NOTE (Finance Department): N/A		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: Planning and Community Service Committee met and discussed this issue at their February 10, 2015 meeting.		
RECOMMENDED ACTION: MOTION to adopt Ordinance No. 15-1050, extending the moratorium for the acceptance of applications for development within the MPD District, excluding any applications subject to the moratorium for the MPD developments entitled The Villages and Lawson Hills, previously approved under Ordinance No. 14-1025 on March 20, 2014.		
RECORD OF COUNCIL ACTION		
Meeting Date	Action	Vote
February 19, 2015		

ORDINANCE NO. 15-1050

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, RELATING TO LAND USE AND ZONING, EXTENDING A MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR NEW DEVELOPMENT WITHIN THE MASTER PLANNED DEVELOPMENT (MPD) DISTRICT FOR ANOTHER SIX MONTHS, EXCLUDING ANY APPLICATIONS SUBJECT TO THE DEVELOPMENT AGREEMENTS APPROVED FOR THE MPD DEVELOPMENTS ENTITLED THE VILLAGES AND LAWSON HILLS; DEFINING THE APPLICATIONS SUBJECT TO THE MORATORIUM, DIRECTING STAFF TO SET A DATE FOR A PUBLIC HEARING ON THE MORATORIUM WITHIN THE NEXT SIXTY DAYS, ESTABLISHING SIX MONTHS AS THE EXTENSION PERIOD UNTIL THE COUNCIL PUBLIC HEARING ON THE CONTINUED MAINTENANCE OF THE MORATORIUM EXTENSION AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on March 20, 2014, the City adopted Ordinance 14-1027, which imposed a six-month moratorium on the City's acceptance of certain applications for development for property zoned Master Planned Development ("MPD"); and

WHEREAS, on August 21, 2014, the City adopted Ordinance 14-1034, which extended the moratorium for an additional six-months, due to changes in staffing, including the resignation of the Community Development Director, reductions in Staffing and continued discussion on this issue with the relevant property owners;

WHEREAS, this moratorium is due to expire on February 28, 2015; and

WHEREAS, the reason the City imposed the moratorium has not changed, but additional time is needed for the City to undertake all of the tasks described in Ordinance No. 1027; and

WHEREAS, City Council may extend the moratorium for a period of up to six months on the acceptance of certain development permit applications as long as the City Council holds a

public hearing on the proposed moratorium extension within sixty days after adoption (RCW 35A.63.220, RCW 36.70A.390); and

WHEREAS, the City desires to extend the existing moratorium on the acceptance of development applications for any “development activity,” “development permit” or “project permit” as defined below, for any property within the Master Plan Development (MPD) district, as shown on the City’s Official Zoning Map, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference for another six months; Now, therefore,

THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON,
ORDAINS AS FOLLOWS:

Section 1. Definitions. For the purpose of this Ordinance, the following definitions shall apply:

A. **“Exempt Development Permits”** shall include all of the following permit applications for “development” or “development activity” defined in Black Diamond Municipal Code (BDMC) Section 18.98.005 and for “project permit” applications as defined in BDMC 18.14.010, which: (1) are subject to the Development Agreements executed by the City for The Villages and Lawson Hills; or (2) were determined complete by City staff and submitted to the City on or before the effective date of this Ordinance; or (3) propose development or a development activity on property located outside the MDP Zone as identified in the City’s Official Zoning Map; or (4) any applications for permits which involve interior remodeling of existing structures in the MPD Zone.

B. **“Non-Exempt Development Permits”** shall include any permits or “project permit applications” for any “development activity” defined in the Black Diamond code sections

identified above, proposed to take place on property located within the MPD Zone and submitted after the effective date of this Ordinance.

Section 2. Purpose. The purpose of this moratorium extension is to allow the City to review and analyze the growth, environmental and secondary land use impact of the two large developments approved for the Villages and Lawson Hills on the City, and to determine whether any changes need to be made in the City's Comprehensive Plan and development regulations relating to MPD's. If necessary, the City will propose new Plan and development regulation amendments, hold the necessary public hearings, obtain Planning Commission recommendations and adopt ordinances.

Section 3. Moratorium Extension Imposed. The City Council hereby extends the moratorium due to expire on February 28, 2014, on the acceptance of all non-exempt development permit applications for development activities on property located within the MPD Zone, as shown in the map attached hereto as Exhibit A, which is derived from the City's Official Zoning Map for another six months. All such non-exempt applications shall be rejected and returned to the applicant. With regard to the City's acceptance of any exempt development application, such acceptance shall only allow processing to proceed, but shall not constitute an assurance that the application will be approved.

Section 4. Duration of Moratorium Extension. The moratorium extension imposed by this Ordinance shall commence on the effective date of this Ordinance. As long as the City holds a public hearing on the moratorium and adopts findings and conclusions in support of the moratorium extension (as contemplated by Section 5 herein), the moratorium extension shall not terminate until six (6) months after the date of adoption, or at the time all of the tasks described herein have been accomplished, whichever is sooner. The Council shall make the decision to

terminate the moratorium by ordinance, and termination shall not otherwise be presumed to have occurred.

Section 5. Public Hearing on Moratorium Extension. Pursuant to RCW 36.70A.390 and RCW 35A.63.220, the City Council shall hold a public hearing on this moratorium extension within sixty (60) days of its adoption, or before April 19, 2015. Immediately after the public hearing, the City Council shall adopt findings of fact on the subject of this moratorium extension and either justify its continued imposition or cancel the moratorium.

Section 6. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 7. Publication and Effective Date. This Ordinance shall be published by an approved summary consisting of the title. This ordinance shall be effective five days after publication, as provided by law.

PASSED by the Council and approved by the Mayor of the City of Black Diamond, this 19th day of February, 2015.

CITY OF BLACK DIAMOND

Mayor Carol Benson

ATTEST/AUTHENTICATED:

Brenda L. Martinez, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Carol A. Morris, City Attorney

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:

[illegible]

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- The seal of the City of Black Diamond, State of Washington, is a circular emblem. It features a central illustration of a mountain range with a prominent peak, a body of water (likely a lake or bay), and a small building or structure in the foreground. The building has the words "BLACK DIAMOND" written on it. The entire scene is enclosed within a circular border. The top half of the border contains the text "CITY OF BLACK DIAMOND" and the bottom half contains "STATE OF WASHINGTON". There are small diamond-shaped symbols on the left and right sides of the border.

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION		
SUBJECT: AB15-025 Resolution authorizing the Mayor to execute an addendum to the SCORE (South Correctional Entity) Agreement for Jail Services	Agenda Date: February 19, 2015	
	AB15-025	
	Mayor Carol Benson	
	City Administrator	
	City Attorney Carol Morris	
	City Clerk – Brenda L. Martinez	
	Com Dev/Nat Res – Aaron Nix	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
Cost Impact (see also Fiscal Note): \$	Police – Chief Kiblinger	X
Fund Source: --	Public Works – Seth Boettcher	
Timeline:	Court – Stephanie Metcalf	
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution No. 15-1017; Addendum; Score Contract		
SUMMARY STATEMENT: <p>This is an addendum to our contract with SCORE for jail services. This is an increase from \$135.00 to \$145.00 (daily fee.)</p> <p>FISCAL NOTE (Finance Department): The 2015 Jail Budget of \$30,000 will probably need to be adjusted some time during 2015. The final expenditures for Jail for 2014 ended at \$35,324. The city does not used the Score Jail Services very often, so the daily fee increase from Score will probably not have a very significant impact on the overall Black Diamond Jail costs. It is difficult to know what the 2015 Jail costs will as they vary from year to year based on the number of Jail days used. We will monitor the Jail budget over the next few months.</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 15-1017, authorizing the Mayor to execute an addendum to the SCORE Agreement for Jail Services.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
February 19, 2015		

RESOLUTION NO. 15-1017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE AN
ADDENDUM TO THE AGREEMENT FOR INMATE
HOUSING WITH SOUTH CORRECTIONAL ENTITY FOR
2015**

WHEREAS, the City is authorized by Chapter 39.34 RCW to enter into agreements with other governmental jurisdictions; and

WHEREAS, currently the City of Black Diamond contracts with the South Correctional Entity for Inmate Housing;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute an Addendum to the Inmate Housing Agreement with the South Correctional Entity for 2015 in the form as attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 19TH DAY OF FEBRUARY, 2015.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

AMENDMENT TO AGREEMENT FOR INMATE HOUSING

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING dated as of January 1, 2015 (hereinafter "Amendment to Original Agreement") is made and entered into by and between the **South Correctional Entity**, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and _____ (hereinafter the "City" and together with SCORE, the "Parties" or individually a "Party"). This Amendment to Original Agreement is intended to supplement and amend that certain Agreement for Inmate Housing between the Parties dated _____, as it may have been previously amended (the "Original Agreement"). The Parties hereto mutually agree as follows:

1. 2015 Bed Rates. Section 27 (Bed Rate) of the Original Agreement is hereby amended to include the following guaranteed and non-guaranteed bed rates for inmate housing:

2015 Guaranteed Bed Rate: \$97

2015 Non-Guaranteed Bed Rate: \$145

2. Effective Date; Execution. The bed rates provided for in Section 1 of this Amendment to Original Agreement shall become effective January 1, 2015. This Amendment to Original Agreement may be executed in any number of counterparts.

3. Ratification and Confirmation. All other terms and conditions of the Original Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties have executed this Amendment to Original Agreement as of the date first mentioned above.

Agency:

South Correctional Entity

By: _____

By: _____

Name:

Name: Penny Bartley

Title:

Title: Director