INTERLOCAL AGREEMENT REGARDING ANIMAL SHELTER SERVICES BETWEEN THE CITIES OF EVERETT AND KIRKLAND

This Interlocal Agreement regarding Animal Shelter Services is made by and between the City of Everett, a municipal corporation of the State of Washington (hereinafter "Everett"), and the City of Kirkland, a municipal corporation of the State of Washington (hereinafter "Kirkland").

WHEREAS, Kirkland regulates animals pursuant to its municipal code; and

WHEREAS, Kirkland does not have facilities to shelter, care for, and dispose of animals as specified in its municipal code; and

WHEREAS, RCW 39.34.010 and 39.34.080 authorize the parties to contract for the performance of government services such as Animal Shelter Services; and

WHEREAS, Everett is agreeable to rendering such services on the terms and conditions set forth below;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I. SCOPE OF SERVICES

A. Everett shall provide the services described herein for Animals, found or living in Kirkland, that are delivered to Everett's Animal Shelter. In consideration of Everett providing such services, Kirkland agrees to comply with the provisions of this Agreement.

B. For purposes of this Agreement, the term "Animals" shall refer to any member of the classes reptile, amphibian, bird or non-human mammal.

C. Animal Shelter Services shall include:

1. Receiving, sheltering and holding stray and owner-surrendered Animals at facilities operated by Everett, provided that capacity is available at the time of delivery. Sheltering will include daily care, feeding and reasonable veterinary services. Exhibit A is a current list of services provided by the Everett Animal Shelter. Exhibit A is provided solely for illustrative purposes. Everett Animal Shelter services may, in the sole discretion of Everett, change from time to time without prior notice to Kirkland.

2. Releasing Animals to their owners.

3. Making a reasonable effort to collect impound, relinquishment, or other fees established by Kirkland or Everett. Exhibit B is a current list of Everett's fees for various Animal Shelter Services. Exhibit B is provided solely for illustrative purposes. Except as provided for in this Agreement in section III.B, in the sole discretion of Everett, fees may change from time to time. If Everett intends to adjust such fees, it will give Kirkland at least thirty (30) days' written notice.Kirkland

4. Disposing of Animals, including through adoption, transfer or humane destruction of Animals not claimed by an owner, in accordance with Kirkland's laws and regulations, Everett Municipal Code and applicable Everett regulations and the terms of this Agreement. In the event of a conflict in the laws or this Agreement, the parties will engage in discussions and mutually agree which controls.

5. Disposing of dead Animals delivered to the Everett Animal Shelter.

D. Everett reserves the right to refuse acceptance of any Animal, where, in the opinion of the Animal Services Manager or designee, it does not have facilities, capacity or expertise appropriate or available to accommodate the needs of such Animal.

E. Prior to a City animal control officer or designee delivering an Animal to the Everett Animal Shelter, any reasonably apparent, urgent and necessary veterinary care shall have been provided by Kirkland. In the event an Animal in need of such veterinary care is delivered to the Everett Animal Shelter by an officer or designee without prior notification and authorization by Everett, and veterinary care was not provided, Kirkland agrees to pay and will be billed for the cost of such care, any direct cost incurred by Everett to provide such care up to $250, and an additional fee of $200 for each incident. However, if Everett provides advance authorization to deliver the Animal to the Everett Animal Shelter, the additional $200 fee will not apply.

F. Kirkland agrees to pay Everett for costs incurred by Everett, up to $250, for any stray Animal that requires urgent and necessary veterinary care that is delivered by Kirkland's animal control officer, designee or a Good Samaritan to an Everett contracted veterinary hospital outside of the Everett Animal Shelter's regular operating hours. For an additional $50 fee, Everett may provide transportation for these Animals to the Everett Animal Shelter during regular operating hours, when the Animal is medically stable. Alternatively, Kirkland may, at its own cost, agree to transport such animals to the Everett Animal Shelter during regular operating hours upon notification from Everett that the Animal is stable and able to be received by Everett.

G. Everett agrees to provide Animal Shelter Services for stray and impounded Animals delivered to the Everett Animal Shelter for the following periods:

1. Seventy-two (72) hours from the hour of delivery for unlicensed stray Animals and currently licensed stray Animals that do not display a license tag or traceable, registered microchip..

2. One hundred forty-four hours (144) from the hour of delivery for currently licensed stray Animals displaying a license tag and/or traceable, registered microchip.

3. Animals that have bitten people will be quarantined for a period of ten (10) days from the date of the bite. If not paid directly to Everett by the Animal's owner, Kirkland agrees to pay Everett the daily boarding fee starting on the fourth (4th) day after impound.

4. At the request of Kirkland, for a period longer than that set forth in I.G.1, I.G.2 or I.G.3. In such cases, Kirkland agrees to pay Everett the daily boarding fee.

H. Unless otherwise specified by Kirkland, Everett will release an impounded stray Animal to any person who claims to be and has evidence of the ownership of such Animal.

I. Everett has no obligation to release an Animal to its owner until all fees associated with the Animal have been paid. Regardless of the foregoing language, Everett, may, in its sole discretion, release an Animal to its owner upon accepting less than the full amount of fees owed to Kirkland or Everett based on the financial hardship of the Animal owner, if it is in the best interest of the Animal and the operations of the Animal Shelter. If Everett intends to accept less than the full amount of such fees it will endeavor to provide Kirkland of such intent prior to accepting less than such full amount. If Everett accepts less than the full amount of fees associated with the Animal without prior permission of the Kirkland, Kirkland will only be responsible for payment of half of the amount Everett did not collect and is owed by Kirkland pursuant to this Agreement. In all other instances, Kirkland is responsible for the entire amount of fees it owes pursuant to this Agreement, whether or not Everett collects such fees from the Animal's owner.

J. Kirkland agrees to furnish Everett copies of all provisions of its Municipal Code and regulations affecting Everett's performance under this Agreement and shall notify Everett at least thirty (30) days prior to the effective date of any amendment or revision.

L. Everett shall have the authority to sell or dispose of owner-surrendered Animals, and stray and impounded Animals after the period provided in section I.G if not claimed as provided in sections I.H and I.I. The proceeds of such sale shall belong to Everett. Any such sale or disposition by Everett shall be in accordance with all applicable state statutes and administrative codes. Everett reserves the right to seek reasonable and humane alternatives to euthanasia.

M. Everett shall not sell or donate any Animal for the purpose of scientific research or testing.

II. TERM

The initial term of this Agreement is one year, beginning January 1, 2018 and ending December 31, 2018. This Agreement will continue for the initial term and will be automatically renewed for additional one-year terms, subject to the right of either party to terminate this agreement on sixty (60) days' notice in accordance with Section IV below.

III. FEES

A. Unless paid directly to Everett by an Animal's owner, Kirkland agrees to pay Everett, within thirty (30) days of receipt of an invoice or statement from Everett, all fees incurred pursuant to this Agreement including an administrative fee in the amount of One Hundred and Eighty-Five Dollars ($185.00) for each Animal delivered to Everett. This administrative fee is based on the Animal Shelter's per Animal maintenance and operation costs and may be adjusted in accordance with section III.B below . Kirkland shall pay this administrative fee for any Animal born at the Everett Animal Shelter during the holding period set forth in section I.G, to an Animal delivered to Everett from Kirkland.

B. Everett may adjust the per-Animal administrative fee imposed pursuant to this Agreement on an annual basis to be effective on January 1 of each calendar year. If Everett intends to adjust said fee, it will give Kirkland at least ninety (90) days written notice of its intent to do so.

C. Notwithstanding section I.C.1 above, Everett, in its sole discretion, may establish and charge additional fees for services not provided pursuant to this Agreement.

D. Everett shall deliver a monthly invoice detailing the total number of Animals delivered and their disposition. Each invoice shall also be accompanied by a list that covers the same period as the invoice, showing the name, address, phone number and driver's license number of the person delivering the Animal that corresponds to each Animal on the invoice, the address where the Animal was found, if stray, and the name, address, phone number and driver's license number of any person reclaiming an Animal during the invoice period. The invoice shall include a detailed list of any Animal that incurred other fees or charges during the invoice period, including any Animal held pursuant to section I.F.3. and I.F.4., the number of days held, and the name of the Kirkland Animal Control Officer or other representative requesting the hold or other activity.

E. Everett must maintain adequate records to support billings for a period of six (6) years after the date of billing. Kirkland or any of its duly authorized representatives shall have access to any books, documents, papers and records of Everett which are directly related to this Agreement for the purposes of audit examinations.

IV. TERMINATION

Either party may terminate this Agreement, for any reason, by sixty (60) days' written notice to the other party.

V. INDEMNIFICATION

A. Each party agrees to defend, indemnify and hold harmless the other party from any and all claims arising out of, in connection with, or incident to its conduct relating to this Agreement. A party shall not indemnify the other party for the other party's sole negligence. If a claim is caused by or results from the conduct of both parties, each party shall be responsible to the extent of its fault.

B. As used in this paragraph, "claims" include, but are not limited to, any and all losses, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. "Party" includes Everett, Kirkland, and their employees, officers, representatives, and elected officials.

VI. MISCELLANEOUS

A. Notices.

Notices to Everett shall be sent to the following address:

City of Everett
Attn: Lori Cummings
2930 Wetmore Avenue
Everett, WA 98201

Notices to Kirkland shall be sent to the following address:

City of Kirkland Police Department
Attn.: Bill Hamilton, Captain
11750 NE 118th Street
Kirkland, WA 98034

B. Construction. Each party acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms. Each party acknowledges that the Agreement should not be strictly construed against one party or the other, but interpreted reasonably and fairly so as to give effect to the manifest intentions of the parties.

C. Modification. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.

D. Severability. In the event that any provision of this Agreement is held invalid, void, illegal or unenforceable, the remainder of this Agreement shall not be impaired or affected thereby, and each term, provision, and part shall continue in full force and effect and shall be interpreted in a manner consistent with the intent of the parties.

E. Headings for Convenience. The section and subsection headings used herein are for convenience only, and shall not be used to interpret the Agreement.

F. Assignment Barred. Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party

G. Complete Agreement. This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, Agreement or negotiation whether oral or written not set forth herein.

H. Governing Law and Venue. The laws of the State of Washington shall govern this Agreement. Any lawsuit regarding this Agreement must be brought in the Superior Court of Snohomish County, Washington.

I. Relationship of Parties. Everett and Kirkland shall not be construed as joint ventures or general partners, and neither shall have the power to bind or obligate the other party.

J. No Third Party Rights. The provisions of this Agreement are intended solely for the benefit of, and may only be enforced by, the parties hereto. None of the rights or obligations of the parties herein set forth is intended to confer any claim, cause of action, remedy, defense, legal justification, indemnity, contribution claim, set-off, or other right whatsoever upon or for

the benefit of any third party. This Agreement does not create any legal duty by any of the parties, except such contractual duties between them as explicitly stated in the Agreement.

VII. EFFECTIVE DATE

When duly executed by both parties, this Agreement shall be effective as of January 1, 2018.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers and representatives as of the day indicated below.

CITY OF EVERETT, WASHINGTON

By: Ray Stephanson
Ray Stephanson, Mayor
Date: 12-22-2017

CITY OF KIRKLAND, WASHINGTON

By: Marilynne Beard
Marilynne Beard, Deputy City Manager
Date: 12/4/17

Approved as to form:

James D. Iles
James D. Iles
City Attorney

ATTEST:

Sharon Fuller
Sharon Fuller, City Clerk

Exhibit A - Everett Animal Shelter Programs and Services

(Updated: November 2017)

Programs and services provided to the public:

- Everett Animal Shelter is open to the public 7 days a week from 11 a.m. – 5 p.m., excluding holidays, at 333 Smith Island Road, Everett, WA 98201.

- Stray and owner-surrendered animal receiving for City of Everett and contracted jurisdictions.
  - Animals scanned for microchips, vaccinated, de-wormed, and treated for fleas on intake. (May be delayed for fractious animals.)
  - Routine veterinary care provided in-house by staff veterinarian and technician.
  - Supportive care provided by contracted emergency veterinary hospital for after-hours intakes.
  - Estimated 90% live release rate: no time limits, no euthanasia of healthy or non-aggressive animals.

- Online and in-person lost/found reporting; online listing of found animals held at the shelter.

- Release animals to owners.

- Adoption program, including:
  - Spay/neuter
  - Vaccinations
  - Microchip
  - FeLV/FIV testing (cats)
  - Optional, 30-day Trupanion™ health insurance (adopter registration required)

- Barn cat placement

- Adoption transfer partnerships with local shelters and rescue organizations

- Humane euthanasia for shelter animals due to severe aggression, untreatable medical conditions or court order.

- Owner-requested euthanasia for animals with incurable or untreatable disease or injury.

- Disposal and cremation of deceased animals (private cremation available)

- Public microchipping services

- Voucher program for discounted spay/neuter surgeries for low-income pet owners. Partnership with Feral Cat Spay/Neuter Project and Northwest Organization for Animal Help (NOAH) for transport spay/neuter clinics.

- Volunteer and foster opportunities, approximately 300 active volunteers assist with:
  - Animal care, socialization and exercise
  - Customer service

- Veterinary clinic support
- Fostering underage or ill animals
- Shelter laundry, dishes
- Events/outreach
- Clerical and special projects
- Shelter Advisory Board participation

- Community donations and grants to Everett's 'Fund for the Animals' provide shelter animal medical and surgery supplies.

- MOU with the Animal Rescue Foundation of Everett to provide funding for specialty veterinary and lab services.

Services limited to the City of Everett:

- Animal control investigations and enforcement of Everett Municipal Code

- Pet licensing

- Emergency boarding (space permitting)

- Community events (e.g. Project Homeless Connect, Sorticulture, Mutt Strut)

- Emergency animal sheltering and disaster response

Services provided to contracting Cities through ILA:

- Shelter animals at facility operated by Everett, including holding for dangerous dog, bite quarantine and cruelty investigations.

- Research animal identification/microchips, provide owner notification

- Return animals to owners, receive payments from owners. (Owners reclaiming animals pay the $185 administrative fee, other fees set by the contracting City, and Everett fees, including but not limited to Intake Triage Fee and Reclaim Fee.

- Deceased animal disposal

- 24/7 key card access to the facility to deliver animals.

Optional Non-ILA services provided to contracting Cities:

- Animal forensic exams & testimony upon request (as veterinary staffing resources permit)

- Microchipping of animals at time of owner reclaim

Exhibit B: 2018 Fees

Except as specified below, fees are payable to Everett by Kirkland if not otherwise paid directly to Everett by the Animal's owner:

Fees Charged Pursuant to the ILA:		
Fee	**Amount**	**Description**
Administrative Fee	$185	Fee for each Animal delivered to the Everett Animal Shelter.
Boarding (per day)	$20	Payable for each day an Animal is held by Everett at the Kirkland's request, per I.G.4., or for quarantined animals starting on the fourth (4th) day per I.G.3. Note: Boarding fees are payable to Everett by the Animal's owner if the Animal is reclaimed after the completion of the holding period specified in the Agreement. In this case, boarding fees will be charged starting the day following the expiration of the holding period.
Additional Fee for Failure to Provide Veterinary Care	$200	Per I.E., payable if Kirkland delivers an Animal in need of veterinary care to the Everett Animal Shelter without prior authorization from Everett.
Transportation (per trip)	$50	For transport of Animal(s) from a contracted veterinary hospital to the Everett Animal Shelter.
Contracting Veterinary Hospital Reimbursement	Varies	Reimbursement to Everett for direct costs incurred for veterinary supportive care, per I.E. and I.F., up to $250 per Animal if payable by Kirkland, or, actual cost of invoiced care if paid by the Animal's owner.
Fees For Services Not Covered by the ILA:		
Forensic Veterinary Services	$300 per animal, plus incurred vendor costs, if applicable	When requested by Kirkland and agreed upon by Everett as resources allow, includes exam/necropsy, report, consultation and court testimony. Additional vendor fees for requested pathology, diagnostics, etc. are payable to Everett.
Animal Shelter Staff Overtime	Actual cost	When assistance is requested by Kirkland and agreed upon by Everett as resources allow, for work outside regularly scheduled work hours. This is not common and generally reserved for large-scale animal impounds.
Fees Charged to Pet Owners Only at Reclaim (not billed to Kirkland):		
Reclaim Fee	$25	(Payable by owner only) Fee for stray Animal released to its owner.
Intake Triage Fee	$15	(Payable by owner only) Triage includes FVRCP (cats), DA2PP (dogs), Bordetella (dogs) vaccinations, deworming and flea treatment provided at intake.
Microchip	$25	(Payable by owner only, at the request of Kirkland) Fee for microchip implantation at time of reclaim.
Veterinary Fees	Typically $20 - $60 per item	(Payable by owner only) For veterinary exams, lab tests and/or medication provided to animal at the Everett Animal Shelter.

Agreement EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET #22

PROJECT TITLE:
Interlocal Agreement Regarding Animal Shelter Services with the City of Kirkland

_____ Briefing
_____ Proposed Action
_____ Consent
_____ Action
_____ First Reading
_____ Second Reading
_____ Third Reading
_____ Public Hearing
_____ Budget Advisory

COUNCIL BILL #	
Originating Department	Parks/Animal Services
Contact Person	Glynis Frederiksen
Phone Number	425-257-6013
FOR AGENDA OF	December 13, 2017

Initialed by:
Department Head _____
CAA _____
Council President _____

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
333 Smith Island Road		Interlocal Agreement	Administration, Legal, Parks,

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:
The City of Kirkland contracts with Regional Animal Services of King County for sheltering, pet licensing and animal control field services. The contract expires December 31, 2017. Rather than continue this contract, the City of Kirkland elected to hire an animal control officer for animal control field services and contract with a provider for other animal services. Kirkland staff approached the City's animal services staff with a request to enter into an Interlocal Agreement that would allow the City to provide animal sheltering services consistent with existing municipal Interlocal Agreements administered by the Everett animal services staff for other Snohomish County jurisdictions.

Kirkland anticipates delivery of approximately 100 animals each year to the Everett Animal Shelter. The 2018 fee per animal charged to Kirkland will be $185.00. The terms of this agreement shall govern services from January 1, 2018 through December 31, 2018 with renewal terms for subsequent years.
Either party may terminate this Agreement, for any reason, by 60 days' written notice to the other party.

RECOMMENDATION (Exact action requested of Council):
Authorize the Mayor to sign the Interlocal Agreement, substantially in the form provided, with the City of Kirkland, to provide animal shelter services.

Council approved 12-13-17 J.P.