CITY OF CARNATION
JUN 19 2015
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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 15th day of June, 2015.

King County

Dow Constantine
King County Executive

6/15/15
Date

Approved as to Form:

Deputy Prosecuting Attorney

4.24.15
Date

City of Carnation

Ken Carter
Carnation City Manager

02/03/2015
Date

Approved as to Form:

Carnation City Attorney

2/11/15
Date

ATTACHMENT A

RASKC ILA Extension Dates

Section 1(d)	Definition of "Agreement" means this Animal Services Interlocal Agreement for ~~2013-2015~~ 2016 and 2017….
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~~ 2018…"
Section 7(c)	ii – " The City may request licensing revenue support from the County in ~~2014 and 2015~~ 2016 and 2017…" - "…provision of licensing revenue support in ~~2014 and 2015~~ 2016 and 2017…"
Exhibit A, Part II Shelter Services	"During ~~2013-2015~~ 2016 and 2017"
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~~ 2017)"
- Bullet #3	"In ~~2014 and 2015~~ 2016 and 2017…" ".. Licensing Revenue Support Cities with a licensing Revenue Target over $20,000/year will be assured such services in ~~2013-2015~~ 2016 and 2017"
- Bullet #4	"…of total New Regional Revenues, in ~~2014 and 2015~~ 2016 and 2017…"
- Bullet #5	"In Service Years ~~2014 and 2015~~ 2016 and 2017…"
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~~ 2016 and 2017, …"
B. Shelter Credit	"A total of $750,000 will be applied as a credit in each of the Service Years ~~2013-2015~~ 2016 and 2017…"
	Table 3 title "Annual Shelter Credit Allocation – ~~2013-2015~~ 2016 and 2017"
Exhibit C5 Licensing Revenue Support (E)	"In ~~2014 and 2015~~ 2016 and 2017…" and "…Exhibit F with respect to all ~~3~~ service years (2016 and 2017)"
Exhibit C5 Licensing Revenue Support, Table 2	"For Service Year ~~2015~~ 2016 and 2017…."
Exhibit C-7	"…Licensing Revenue Support in Service Years ~~2014 or 2015~~2016 or 2017…"

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	