



**King County**

**Budget and Fiscal Management Committee**

STAFF REPORT

<b>Agenda Item:</b>	8-10	<b>Name:</b>	Marilyn Cope, Jenny Giambattista, Polly St. John
<b>Proposed No.:</b>	2010-0325 2010-0326 2010-0327	<b>Date:</b>	June 15, 2010
<b>Invited:</b>	Carrie Cihak, Strategic Initiatives Director, Office of the Executive Caroline Whalen, County Administrative Officer Bob Roegner, Special Projects Manager, Department of Executive Services Ken Nakatsu, Manager, King County Animal Care and Control Dwight Dively, Director, Office of Management and Budget Shelley De Wys, Budget Analyst, Office of Management and Budget		

SUBJECTS

2010-0325: An ordinance that amends King County Code Title 11 to implement the Executive's proposed Regional Animal Services program.

2010-0326: An ordinance that authorizes the Executive to enter into interlocal agreements with suburban cities interested in contracting with King County for Regional Animal Services.

2010-0327: An ordinance that would provide a total of \$3.24 million and 1.90 new FTES in supplemental appropriation authority for Regional Animal Services in King County.

SUMMARY

On June 1, 2010, the Executive transmitted a legislative package that would implement a new regional model for animal services in King County. The legislative package includes three ordinances. This staff report will address all three ordinances:

1. **Proposed Ordinance 2010-0325** would amend King County Code to reflect the Executive's proposal to implement a Regional Animal Services program. Significant changes include: a restructuring of fees, permits and penalties, creation of an Animal Bequest Fund for donations, acceptance of electronic payments, requirements for veterinarians and shelters to share information related to the transfer of pet ownership, clarification of authority and

responsibilities of the Board of Health and Board of Appeals, elimination of the King County Animal Care and Control Citizen's Advisory Committee and "King County Animal Care and Control" is renamed "Regional Animal Services".

2. **Proposed Ordinance 2010-0326** is an interlocal agreement (ILA) that would implement a Regional Animal Services program provided by King County to suburban cities interested in contracting for these discretionary services. The ILA establishes the scope of services to be provided (shelter, control, licensing and enhanced control), district service boundaries, a formula for establishing the cost of the services, responsibilities of both parties, duration of the contracts, etc.
3. **Proposed Ordinance 2010-0327** would appropriate \$3.24 million and 1.90 new FTEs to the Records and Licensing Division 2010 budget to implement a Regional Animal Services program in King County as negotiated with the 27 cities who have expressed their intent to participate in the new program. It would also delete proviso restrictions associated with eliminating animal services. Approval of the request will "draw down" the fund balance of the General Fund by \$2,685,521 but will not add to the 2011 projected deficit of \$60 million because animal services have been included in the deficit estimates.

#### Timing

The effective date of the proposed ILA is July 1, 2010, the same date that the old contractual services are terminated. In order to ensure the continuity of services, the Council would need to approve the ILA (and the supplemental budget request) by June 21, 2010 and the Executive or an authorized designee would need to sign the legislation on that date. The amendments to Title 11 do not require action by that date, but a delay in approval of the code revisions would impact the implementation of the revenue and marketing strategies that support the ILA and supplemental budget request.

#### BACKGROUND

##### ***Motion 13092***

On November 9, 2009, the Council adopted Motion 13092, directing the Executive to end the provision of animal shelter services by King County no later than January 31, 2010. The motion also directed the executive to enter into new full cost recovery contracts with cities for animal control and pet licensing services no later than June 30, 2010.

Motion 13092 established the following requirements of the Executive:

- A. End the provision of animal shelter services by King County for contract cities and for unincorporated King County as soon as possible but no later than January 31, 2010;
- B. Establish a goal of April 1, 2010, to end the provision of animal control services for contract cities under the terms of current contracts and

encourage individual cities to enter into full-cost-recovery contracts with King County for animal control services;

C. Establish a firm deadline of June 30, 2010, to end the provision of animal control services for contract cities unless individual cities enter into full-cost-recovery contracts with King County for animal control services;

D. Establish a goal of April 1, 2010, to end the provision of pet licensing services for contract cities under the terms of current contracts and encourage individual cities to enter into full-cost-recovery contracts with King County for pet licensing services;

E. Establish a firm deadline of June 30, 2010, to end the provision of pet licensing services for contract cities unless individual cities enter into full-cost-recovery contracts with King County for pet licensing services;

F. Cities that choose to enter into full-cost-recovery contracts with King County for pet licensing services shall be responsible for setting their own pet license fees;

G. King County will continue to provide animal control services and pet licensing services for unincorporated King County;

H. King County will work cooperatively and actively with its city partners to ensure a smooth transition in the care of animals;

I. Starting immediately, King County will actively work with contract cities to establish a countywide animal response team to prepare for the event of a disaster, based on the best standards, practices and concepts of operations established by the Pierce County animal response team; and

J. Conduct a study and make recommendations to the King County council by March 31, 2010, on alternatives for animal control services in unincorporated King County. The study should examine, but not be limited to, the following elements:

1. An analysis of revenues, expenditures and business activities necessary to meet the county's mandatory animal control responsibilities as required by state law. This analysis should include an evaluation of the potential effects and outcomes of implementing models used in other metropolitan areas including Multnomah County, Oregon;

2. An analysis and presentation of historical records on pet license revenues from unincorporated areas as well as historical cost estimates to provide animal control services for unincorporated areas; and

3. Presentation of potential options to provide animal control services in unincorporated areas that are fully supported by animal license fee revenues or other revenue generating options that do not involve general fund support. This element should include a staffing analysis.

### ***Budget 2010***

As a result of this policy direction, the adopted 2010 budget included a number of provisos to terminate contract services if full cost recovery were not achieved. The 2010 budget did not include expenditure authority for sheltering services after January 1, 2010.

Because there is currently not enough animal sheltering capacity in the region, the Council adopted Ordinance 16750 in January, extending staffing authority for sheltering services through July 1, 2010; however, no expenditure authority was associated with the change in staffing or other costs associated with the provision of animal services. The extension of staffing authority provided a common deadline for the Executive to work with cities, labor and stakeholders on a new Regional Animal Services model.

***Joint Cities-County Work Group to Establish a New Regional Model***

Also in January of 2010, the Executive began meeting with a "Joint Cities-County Work Group" to develop a Regional Animal Services model and on February 26, 2010, transmitted an implementation plan notifying the Council of the process and framework for the Regional Animal Services model.

Cities have received notice that all existing animal services agreements are terminated, effective July 1, 2010 and most cities have sign two separate statements of intent to contract with the county for Regional Animal Services (see Exhibit C-1 of the Interlocal Agreement). The ILA attached to Proposed Ordinance 2010-0326 is that developed by the "Joint Cities-County Work Group" for Regional Animal Services.



## ***Analysis of Proposed Changes to King County Code Title 11 Proposed Ordinance 2010-0325***

---

Proposed Ordinance 2010-0325 would amend King County Code Title 11 to reflect the Executive's proposed Regional Animal Services program. Proposed operational changes to animal care and control services are implemented through the amendment to Title 11 as well as the ILA which will be discussed further as part of the analysis of Proposed Ordinance 2010-0326.

Executive staff expect to propose a more comprehensive code update, including alignment between K.C.C. Titles 2 and 11, at a later date. **The proposed ordinance does not change the policy goals established in Ordinance 15801 to reform animal services and establish a model humane program.**

The primary substantive changes to Title 11 include:

### New Program Name

Most references to "animal care and control" are removed and replaced with the new program name: "regional animal services". References to the local "animal care and control" authority as it pertains to the county's authority and responsibilities required by state law are retained for alignment with the Revised Code of Washington.

### Animal Bequest Fund and Solicitation of Donations

Creates a first tier "Animal Bequest Fund" to be managed by the Director of the Department of Executive Services (DES). Requires funds be used in accordance with donor restrictions and only for the purposes of animal services and transfers existing donations to the Fund. This fund will allow donated funds to be accounted for with greater transparency and appropriation authority so funds may be spent as programmatic needs are identified. The Executive is also authorized to accept and solicit gifts, bequests and donations in support of Regional Animal Services to be deposited in the Animal Bequest Fund.

### Concessions and Sponsorships

Authorizes the Director of DES to enter into concession agreements with vendors to sell animal-related products and services. Proceeds would be applied to Regional Animal Services. The Director of DES is also authorized to enter into advertising, sponsorship, and naming rights agreements.

### Shelter and Foster Transfers

Recognizes transfers to other shelters and foster homes as a legitimate means by which animals may exit the King County animal shelter.

### Voucher Program

Authorizes the manager of Regional Animal Services to set the value of spay/neuter vouchers issued with unaltered pet licenses.

### Board of Appeals Authority

Clarifies enforcement procedures by specifying notice and order requirements and standards for the Board of Appeals' review of animal control enforcement matters. The Regional Animal Services program will bear the burden of providing a preponderance of evidence for violations cited and remedies imposed. The Executive does not anticipate a significant impact on the Board Appeals' workload.

### Information Sharing and Reporting

Requires veterinarians and shelters to either sell licenses when transferring animals to a new owner or make animal license application materials available to the new owner. Changes the existing reporting requirement on animal transfers from quarterly to monthly and adds new information requirements such as email addresses and microchip numbers. The Executive has requested an amendment to this reporting requirement that would address input received from Seattle Human Society. The amendment would clarify that veterinarians and shelters are only required to provide microchip and/or license number and owner contact information as available.

### Board of Health Authority

Removes licensing authority over kennels, catteries, grooming facilities and pet shops which are now governed by the Board of Health code. The new Board of Health regulations were adopted in 2008 and went into effect on March 1, 2010.

### Citizen's Advisory Committee

Eliminates the King County Animal Care and Control Citizen's Advisory Committee. This committee has not been active since 2008.

### Licensing Program Changes

#### Electronic Payments

Authorizes the acceptance of electronic payments (e.g., credit and debit cards) for pet licensing related services. The use of electronic payments may result in increased compliance as citizens have a convenient option for payment. Electronic payments may also increase the accuracy of record keeping (data management has been an ongoing concern with the animal services program, as recently noted in the 2009 Auditor's report).

#### Unaltered Juvenile Licenses

Enables purchase of a juvenile license for unaltered pets up to six months of age in lieu of an adult unaltered license.

#### Discounted Licenses

Creates a new "discounted license" fee available to seniors and disabled individuals. The "lifetime license" for seniors is eliminated and seniors would need to purchase annual licenses, at a discounted rate for newly licensed pets. Seniors who have previously purchased the "lifetime license" would be exempt from purchasing an

annual discounted license on animals with "lifetime license" (in essence, these animals are grandfathered into the licensing program).

#### Amnesty

Eliminates the provision that allows pet owners to avoid penalties if they immediately purchase a license when caught with an unlicensed animal, a significant disincentive to pet licensing. The Regional Animal Services manager is authorized to provide periods of amnesty for payment of outstanding licensing fees and late penalties.

#### Restructuring of Fees, Permits and Penalties

Fees, permits and penalties are adjusted and reorganized into four categories

1. Licenses and Registration Fees
2. Business and Activity Permits
3. Civil Penalties
4. Service Fees

The elasticity of the fees, permits and penalties is unknown and as such, staff cannot determine impacts on compliance. Council revisions to the proposed fees, permits and penalties may have impacts on the Executive's revenue projections. **A table of the proposed fees, permits and penalties can be seen on the next page of the staff report.**

**Table 1: Fees proposed in Proposed Ordinance 2010-0325**

	Subject	Current	Proposed	Executive Notes
<b>License Fees &amp; Business Permits</b>	Altered pet license	\$30	No change	
	Unaltered pet license	\$90	\$60	
	Discounted pet license	n/a	\$15	Replaces "Senior Lifetime License"; available to persons who are disabled.
	Juvenile pet license	\$5	\$15	Available as an alternative to an altered license for animals up to six months old.
	Guard dog registration	\$100	No change	
	Exotic pet	\$500 new \$250 renewal	No change	
	Service and police dogs	\$0	No change	
	Late fees for licensing	\$15/\$20/\$75	\$15/\$20/\$30	For 45/90/135 days late.
	Private animal placement permit	\$25/\$10	\$15/\$0	Consolidates individual and organizational permits. No charge for those who foster King County shelter animals.
	Hobby kennel/cattery	\$50	No change	
	Commercial kennel or cattery/pet shop/grooming shop	\$250/\$250/\$150	Fees eliminated	These facilities are now governed by BOH code.
	<b>Civil Fines</b>	Civil penalty: general	"up to \$1000"	\$50/\$100/ double previous**
Civil penalty: vicious animal or animal cruelty		n/a	\$500/\$1000*	New category
Leash law violation		\$25/\$50	No change	
Unlicensed pet – altered		\$75	\$125	
Unlicensed pet – unaltered		\$75	\$250	
<b>Service Fees</b>	Adoption fee	\$75	\$75 - \$250	Based on adoptability
	Spay/neuter deposit	\$50	\$150	Deposit is returned upon timely proof of spay/neuter.
	Impound fee	\$45/\$85/\$90**	\$45/\$85/\$125**	
	Livestock impound fee	\$100	\$100 or actual sheltering cost	Whichever is greater
	Kenneling fee	\$12	\$20	Per day for impounded animals
	In-field pick-up	\$20	\$75	For unlicensed pets
	Owner-requested euthanasia	\$20	\$50	For unlicensed pets
	Microchip	\$25	No change	Optional

\*\*multiple rates indicate increase with successive offenses

Alignment with City of Seattle

*Licensing Fees:* As shown in the table below, the proposed licensing fees are generally higher than the City of Seattle's licensing fees. In addition, the City of Seattle offers two year licensing options and does make a fee distinction between cats and dogs.

*Fines:* The proposed fines are the same as the City of Seattle's fines with the exception of the fine for an unaltered pet. The proposed King County fine is \$250 for an unlicensed, unaltered pet, whereas the City of Seattle's fine is \$125 regardless of whether the pet altered.

Subject	King County Proposed	City of Seattle
Altered Cats	\$30	\$15
Unaltered Cats	\$30	\$25
Altered Dogs	\$60	\$27
Unaltered Dogs	\$60	\$47
Juvenile pets (up to 6 months)	\$15	\$15
Senior/Disabled	\$15	50% discount
Adoption fee (includes spay/neuter, vaccinations, license)	\$75-250	\$152-\$237 (also includes microchipping)
Fines for unlicensed unaltered pets	\$250	\$125
Fines for unlicensed altered pets	\$125	\$250
Late fees for licensing	\$15/\$20/\$30 For 45/90/135 days late	\$15 (for 30+ days late)
Impound fee first offense	\$45	\$45
Second impound within one year	\$85	\$85
Third impound within one year	\$125	\$125

Legal Review

The proposed amendments to Title 11 have been reviewed by the Prosecuting Attorney's Office.

Public Hearing

The Chair of the Council will provide for a discretionary public hearing on Proposed Ordinance 2010-0325 at the Council meeting on June 14, 2010 and an advertised public hearing at the Council meeting on June 21, 2010.

## ***Analysis of Interlocal Agreement Proposed Ordinance 2010-0326***

---

For nearly two decades, King County has provided discretionary animal services to cities under rolling contracts. These contracts required the county to provide shelter, field and licensing services and in return, the county retained all licensing revenues and the cities aligned their municipal laws with the county's animal services code (King County Code, Title 11).

Proposed Ordinance 2010-0326 establishes a new ILA with the following substantive provisions:

### Suite of Services

The county will provide the city with Regional Animal Services, including control services, shelter services, licensing services, and cities may also request additional enhanced control services at cost, as described in Exhibits A, B and E.

### *Exhibit A – Control, Shelter and Licensing Services*

#### Control Services

- A call center will operate Monday through Friday, at least 8 hours a day. After hours, callers will hear a recording directing calls to 911 or asking the caller to leave a message for response the next business day.
- The county will be divided into 4 geographic control districts (see Exhibit B) that will be staffed by 6 animal control officers, with a goal of providing service by at least one officer in each control district for at least 8 hours per day, 5 days per week, except as staffing availability is reduced due to vacation, sick leave, training, etc.
- Calls are classified as "high priority" or "lower priority." The county will attempt to respond to high priority calls during regular animal control officer hours on the day received. Calls related to human and animal safety would be classified as high priority. Calls related to vicious dogs and bites are the highest priority.
- Control officers would continue to be involved in response to complaints of animal cruelty.
- In addition to district field officers, control resources available in the regional system include an animal control sergeant to provide oversight, an animal cruelty sergeant to investigate cases, and two officers on call after regular service hours for emergency response.

#### Shelter Services

- Shelter for animals will be provided at the existing Kent shelter. The Bellevue shelter will be closed to the public. The public service counter at the Kent shelter will be open not less than 30 hours a week.
- Targeted capacity of the shelter is 7,000 animals per year.

- Some cities in North King County will contract for shelter services with the Progressive Animal Welfare Society (PAWS) in Lynnwood. The county will deliver cats and dogs picked up in these jurisdictions to the PAWS shelter and will not provide routine sheltering for their cats and dogs.

#### Licensing Services

- The county will operate and maintain a unified pet licensing system for contract cities and seek private sector and other partners to improve licensing accessibility and compliance. The county will mail annual renewal forms, reminders and late notices to the last known address of all persons who purchased a pet license in the previous year and sales and marketing efforts to maintain and increase licensing compliance.

#### *Exhibit E - Optional Enhanced Control Services Contract*

- Cities may purchase additional enhanced control services but only in 0.5 FTE equivalents.

#### *Exhibit B - Control Service Districts*

There are 4 control districts with boundaries shown in the maps in Exhibit B. The new Regional Animal Services model breaks contracting cities into four geographical areas:

1. Area 200 includes Bothell<sup>(1)</sup>, Carnation, Duvall, Kenmore, Kirkland, Lake Forest Park, Redmond, Sammamish, Shoreline, and Woodinville.
2. Area 220 includes Beaux Arts, Bellevue, Clyde Hill, Issaquah, Mercer Island, Newcastle, North Bend, Snoqualmie, and Yarrow Point.
3. Area 240 includes Kent, SeaTac, and Tukwila.
4. Area 260 includes Auburn, Black Diamond, Covington, Enumclaw, and Maple Valley.

District boundaries cannot be changed without unanimous consent of the parties.

#### City Obligations

Cities will adopt animal codes with substantially similar license, fee, penalty, enforcement, redemption, impound and sheltering provisions as the county code. The cities authorize the county to enforce these codes and perform animal licensing. The cities retain independent enforcement authority. The cities will promote pet licensing, and will transmit any pet licensing revenue received to the county quarterly. As discussed in Exhibit C to the ILA, cities are also required to make payment to the county every six months for services received.

#### Length of Contract

Cities can choose whether to enter into the ILA for a term of 6 months (terminating on December 31, 2010) or 2.5 years (terminating on December 31, 2012). The ILA cannot be terminated for convenience. The 2.5 year term ILA will be automatically extended for

<sup>(1)</sup> Bothell has agreed to a six month contract rather than a 2.5 year contract

another 2 years if neither party asks to be released by May 1, 2012. If any party seeks not to extend its ILA, the county will convene all remaining parties to decide how to proceed.

#### Cost Allocation and Reconciliation of Estimated Payments

Cities will pay for animal services every six months, based on the estimated cost of those services (derived from historical use and revenue data, and the most recent budget data). If a city generates more licensing revenue than the service costs, the county will remit the difference back to the city. Every June, a reconciliation amount will be calculated to determine the difference between the estimated payments made, and the actual costs of service allocable to the parties based on actual use, revenue and population data. Any "reconciliation adjustment amounts" determined to be owed are due August 15.

#### *Exhibit C - Calculation of Estimated Payments*

This exhibit provides the formulas and definitions to be used to calculate the estimated payments each year, including:

- Each estimated payment covers the cost of six months of animal services.
- The estimated payment(s) for each service year are derived from allocating the budgeted animal services costs (net of estimated non-licensing revenue) using historical use, population and licensing data.
- From year to year, the total allocable costs for all parties (before considering any offsetting revenue) cannot increase by more than the combined total rate of inflation (based on the CPI-U for Seattle, Tacoma and Bremerton) and rate of population growth in the combined service area.
- Control services costs are equally shared among the 4 geographic control districts. Each party located within a control district is allocated a share of district costs based 50% on the party's relative share of total calls for service within the district and 50% on its relative share of total population within the district.
- Shelter services costs are allocated among all parties based 50% on their relative population and 50% on the total shelter intake of animals attributable to each party, except that cities contracting for shelter services with PAWS will pay only a population-based charge and that charge will be one-half the regular shelter services cost population component payable by other cities.
- Licensing services costs are allocated between all parties based 50% on their relative population and 50% on the number of licenses issued to residents of each party.
- Licensing revenue is to be attributed based on the residency of the individual purchasing the license. The amount of licensing revenue estimated to be generated from the transitional licensing revenue support services is included in the calculation of the estimated 2010 payment.



- Three credits are applicable to various cities to reduce the amount of their estimated payments: a subsidized transition funding credit (for cities with high per-capita costs); a resident usage credit (for cities with low usage as compared to population); and an impact mitigation credit (for cities whose projected costs were most impacted by decisions as of May 5 of certain cities not to participate in the regional ILA). Application of these credits is limited such that the estimated payment cannot fall below zero (before or after the annual reconciliation calculation) with respect to the transition funding credit, or below \$2,750 or \$2,850 (both amount are annualized) with respect to the resident usage credit and impact mitigation credit. Exhibit C4 of the ILA identifies the credits each city will receive.
- Estimated payments are reconciled to reflect actual revenues and actual usage as well as changes in population. The reconciliation calculation occurs in June of the year following the service year. The reconciliation calculation and payment process is described in Exhibit D. The receipt of transition funding credits, resident usage credits, or impact mitigation credits can never result in the amount of the estimated payments as reconciled falling below the limits described in the paragraph above (\$0, \$2,750 or \$2,875 (annualized), depending on the credit and whether Bothell received service under an ILA during the service year).

#### *Exhibit D - Reconciliation*

The reconciliation process will readjust payments made for a service year to reflect actual use, population, licensing rates, licensing revenue and non-licensing revenue as compared to the initial calculation of estimated payments. A reconciliation calculation will be made each June using the same formulas from Exhibit C but substituting actual values. If the calculation shows that the city's actual use was greater than its estimated use, the city will remit the difference to the county by August 15. If the reverse is true, the county will remit the difference to the city.

#### Subsidized Transitional Licensing Support Services

As shown in Exhibit C5 of the ILA, the county will provide one-time subsidized marketing services in 2010 to the five cities with the lowest per capita licensing revenue (Bellevue, Enumclaw, Kent, SeaTac and Tukwila). The marketing program would be developed in consultation with cities to increase the number of pet licenses issued (and thus, the licensing revenue attributable to these cities to be offset against their cost of animal services). The fiscal impact of the transitional subsidy will be discussed in the section of the staff report for Proposed Ordinance 2010-0327.

#### Mutual Covenants/Independent Contractor

The county is established as an independent contractor and King County's Regional Animal Services staff are not city employees. As such, the county is responsible for the performance of its staff.

### Joint City-County Committee and Collaborative Initiatives

An advisory group composed of 3 county representatives and one representative from each city is created to review operational and policy issues and make recommendations on matters such as animal services code, revenue enhancements, compliance incentives, service efficiencies, repair or replacement of the Kent shelter and reviewing the annual reconciliation calculations.

### Reporting

The county will provide cities with biannual reports summarizing call response and system usage data for each city and the county as well as the Regional Animal Services system as a whole. The form and contents of the report will be developed in consultation with the Joint City-County Committee.

### Amendments

Amendments that do not affect payment responsibilities, indemnification, duration or termination of the ILA may be approved by the county and two-thirds of all contracting cities. Other amendments require unanimous approval.

### Terms to Implement Agreement

Because there is still some uncertainty over how many parties will actually approve the ILA, or for what term (6 months or 2.5 years) and any city declining to sign will impact the cost for all others, a limit is set on the amount by which a party's costs for 2010 and for 2011 (estimated) may increase and still have the ILA go into effect as proposed. These limits may be waived by the city (or the county, as applicable). Depending on which of these tests are met or waived, an ILA may go into effect for the full requested term or only 6 months. If none of the tests are met (or waived) the ILA will go into effect for 60 days only: if this occurs, the costs payable by the city for services for that 60 day period will be determined using the formulas in Exhibit C and there will not be a reconciliation of this short-term contract payment.

### General and Standard Provisions

The ILA includes standard provisions including cross indemnification, hold harmless, severability, force majeure, notices, records, venue, dispute resolution, and mediation.

### Fiscal Impact

The cost of implementing the ILA are discussed in the section of this staff report for Proposed Ordinance 2010-0327, the supplemental budget request included in the Executive's transmittal package for the Regional Animal Services model. However, it is important to note that the ILA covers operational costs exclusively. There are no provisions in the cost allocation model that address long term capital expenditures.

### City Interest

Cities have been requested to provide two separate statements of interest leading up to the transmittal of the ILA attached to Proposed Ordinance 2010-0326. To date, 27 cities have twice expressed their interest in participation in Regional Animal Services. Those cities that have previously received services from King County but have not

expressed an interest in participation include, Federal Way, Burien, Algona and Pacific. The City of Bothell is the only party interested in a 6 month term ILA.

Cities with law enforcement contracts with the King County Sheriff's Office (KCSO) that do not participate in the Regional Animal Services program (and do not provide an alternative means of animal services), may impact KCSO's workload as residents are likely to call upon Sheriff's officers to handle complaints (using the 911 system).

#### Legal Review

The ILA has been reviewed by the Prosecuting Attorney's Office and legal counsel for the cities.

#### Public Hearing

The Chair of the Council will provide for a discretionary public hearing on Proposed Ordinance 2010-0326 at the Council meeting on June 14, 2010.

## ***Analysis of Supplemental Budget Appropriation Proposed Ordinance 2010-0327***

---

Proposed Ordinance 2010-0327 would provide supplemental appropriation authority of \$3.24 million, delete proviso restrictions associated with ending animal services in King County, and adjust FTE authority to support a new regional services model. This section of the staff report will discuss both the supplemental request and the cost allocation model

The supplemental request would approve expenditure authority of \$3,150,000 for Records and Licensing and \$91,700 for Public Health, which would be accomplished through a General Fund transfer. This expenditure authority would provide for:

1. Sheltering services for February through June 2010,
2. Implementation of the regional model beginning on July 1, 2010,
3. Enhanced service contracts for animal control,
4. Expenditure of animal bequest funds; and
5. One-time costs and strategic investments to reform measures.

### **Costs to Provide Regional Animal Services**

#### 2010 Budget Appropriation

Expenditure authority for Animal Care and Control resides in the county's General Fund and is budgeted mainly in the Records and Licensing Services (RALS) appropriation unit. The 2010 budget appropriated \$3,398,246 in RALS and transferred \$39,047 from the General Fund to Public Health to support shelter veterinarians. Consequently, the 2010 budget included expenditure authority of \$3,437,293 for the provision of animal services.

#### Proposed Annual Costs

As shown in **Attachment 15**, all analysis for expenditures and revenues related to animal services costs are broken into two categories: (1) January through June 2010 "current" costs and (2) July through December 2010 costs associated with the new regional model. This exercise allowed the Executive to build a new budget that is essentially "zero based".

The estimated 2010 annual costs to provide direct animal services will be \$6,678,993<sup>1</sup>. This amount includes costs incurred by the county for services to the cities and the unincorporated area through June and implementation of the new model beginning in July.

#### Total Supplemental Request

The difference between the estimated costs of \$6,678,993 and already appropriated expenditure authority of \$3,437,293 is the amount of the requested supplemental appropriation – \$3,241,700 – as shown in Table Two:

---

<sup>1</sup> Previously assumed and budgeted overhead costs totaling \$579,000 are included in the allocation model.

**Table 2. 2010 Annual Costs for Animal Services**

Existing/Proposed Expenditure Authority	Amount
<b>2010 Budget Appropriation:</b>	
RALS	\$ 3,398,246
Public Health	39,047
<b>subtotal</b>	<b>\$ 3,437,293</b>
<b>Supplemental Request:</b>	
RALS	\$ 3,150,000
Public Health	91,700
<b>subtotal</b>	<b>\$ 3,241,700</b>
<b>Total 2010 Cost for Animal Services</b>	<b>\$ 6,678,993</b>

General Fund Impact

The \$6.7 million in expenditure authority is proposed to be backed by \$3,993,473 in revenues. The revenues are not sufficient to support all expenditures; consequently, the General Fund must be used to support animal services. Approval of the request will "draw down" fund balance in the General Fund by \$2,685,521. This 2010 impact is similar to General Fund contributions in past years to support animal services, which has averaged \$2.65 million over the past four years. The Office of Management and Budget (OMB) has confirmed that the use of fund balance will not add to the 2011 deficit because animal services costs have been included in the estimated \$60 million deficit. However, approval of the animal services package will commit the county to the provision of animal services through the end of the 2.5 year period in 2012. As a result, approval of the animal services package will affect the Council's policy choices as they work to prioritize budgets in 2011 and 2012.

General Fund Support to Decrease in Out-Years

The new service model assumes increasing revenues from city contracts that will decrease General Fund contributions in the out years as shown in the table below:

**Table 3. Anticipated General Fund contributions for Animal Services**

Year	General Fund support
2010	\$ 2,685,521
2011	\$ 2,070,357
2012	\$ 1,591,321
2013	\$ 1,456,189
2014	\$ 1,320,825

The revenues from city contracts are estimated to increase in each year of the model. This new revenue is a stable source of funding because if licensing revenues for a city decrease, then city net payments increase a commensurate amount. As a result, the county's estimated general fund contribution under the new regional model is less in the second half of 2010 and in 2011 than it has been in recent years and is significantly less in out years.

FTE Changes and New Positions

Proposed Ordinance 2010-0327 deletes the 2010 RAL budget proviso that the number of FTES be reduced from 41.60 to 27.60 by July 1, 2010. This proviso inadvertently included a term limited temporary (TLT) position. The actual number of FTEs dedicated to animal services in the 2010 budget was actually 40.60.

The proposed ordinance would move 2.00 vet tech positions from Public Health, allowing the consolidation of all FTEs dedicated to animal services in one appropriation unit. The regional model would also reconfigure FTE positions to reflect the move from a seven to five day a week provision of service, add a new administrative position, and fund a new vet tech from the bequest fund. The table below shows the FTE changes assumed for the regional service model:

**Table 4. FTE Changes in the Regional Model**

Crosswalk Item	FTEs	Changes
<b>2010 appropriation for Animal Services</b>	<b>40.60</b>	
move vets from PH		2.00
new administrator		1.00
new vet techs		2.00
volunteer coordinator		1.00
move regulatory services manager to RAL		(1.00)
sales and marketing coordinator		0.40
pet licensing supervisor		(0.50)
cut field positions		(9.00)
add sheltering positions		6.00
cut customer service specialist		(1.00)
add enhanced officers		2.00
<b>Total Animal Services Changes</b>	<b>40.60</b>	<b>2.90</b>
add FTE to RAL administration		1.00
<b>Total RAL Appropriation FTE Changes</b>		<b>3.90</b>

Although there appears to be a reduction in field positions and an increase in sheltering positions, this change reflects that some field staff have been working in the shelter for the last few years. Consequently, these changes reflect a budget “clean up” by changing the positions to reflect current operations. Also, the cut in field staff is partially achieved by reducing regular control service from seven days per week to five days per week, which, because of scheduling and oversight needs, makes a significant difference in the number of positions required.

Proviso Changes

Proposed Ordinance 2010-0327 will delete proviso restrictions associated with ending animal services and amend a proviso regarding canvassing activities.

- 1 Proviso P2 regarding canvassing activities would be amended to allow canvassing on Sundays. These functions had previously not been allowed on Sunday or unless the activities are specified in a full cost recovery contract. This change would allow the new model assumptions for increased licensing revenues to be implemented by providing the ability to reach pet owners during non-work hours when they might be more readily available.
- 2 Proviso P3 specified how animal care and control funding should be expended with specific amounts for control, shelter, and licensing functions. It is deleted to allow the new model to be implemented.
- 3 Proviso P4 would reduce FTEs for animal services. It is deleted to allow the new model to be implemented.
- 4 Proviso P5 specified that funding should be available in quarterly increments based upon revenue reports. It is deleted to allow the new model to be implemented.

## **Cost Allocation Model for Regional Animal Services**

### Allocation of Service Costs

As discussed earlier, Proposed Ordinance 2010-0326 would approve a new Interlocal Agreement that allocates the costs for the new Regional Animal Services model among participating cities and the county. The cost allocation formula is based on both population and use of the system. Unincorporated King County allocations for service provision are included in the model and are assumed in all cost estimates.

The proposed model allocates 2010 costs (less non-licensing revenue) for animal services in three specific areas: control services – \$1,698,500, shelter services – \$3,004,900, and licensing services – \$898,400. These total allocated costs equal \$5,601,800.

### 2010 Development and Implementation Costs incurred by King County

The proposal includes an initial investment in the first year of the model by the county to develop and implement the proposal. These transitional costs are excluded in the cost allocation calculation show above. As shown in **Attachment 16**, these costs include \$542,500 for one-time implementation costs and \$533,200 for general operations and reform efforts.

### One Time Implementation Costs - \$542,500

These costs are associated with model implementation and include contract negotiation, IT system upgrades, the move from the mainframe computer, and transitional license marketing support. It is anticipated that the IT systems will be upgraded and moved off the mainframe computer by December 2011; however, the first six months associated with IT support is included.

The County is also providing one-time marketing services in 2010 to the five cities with the lowest per capita licensing revenue (Bellevue, Enumclaw, Kent, SeaTac, and

Tukwila). The program involves marketing to residents to increase the number of pet licenses issued. Any revenue generated from the sale of licenses to city residents will offset the cities cost of animal services.

#### General Operations and Reforms - \$533,200

The costs assumed for general operations and reforms include salary upgrades and reclassifications, some consultant costs, and one new administrative position. The executive notes these costs are necessary to implement the new model.

#### Incentives to Participate in the New Regional Model

The new regional model proposal includes financial incentives from the county to encourage city participation and the smooth transition for cities to the new model. The model includes transition funding for cities with high per capita costs and residential credits for cities whose use is low relative to population. According to the Executive transmittal letter, this support was necessary to reach consensus across jurisdictions that vary significantly regarding use and revenue generation as well as the value they place on animal welfare. This support also establishes a smooth transition for cities in difficult financial times – a principle articulated in the council's adopted motion. *Attachment C-1 to the Interlocal Agreement is a spreadsheet that details the assumed cost allocations to cities, including transitional funding and residential credits for each city.*

#### Transitional Funding Credits - \$325,000 in 2010 (1/2 year)

Cities qualifying for this credit are those that under the cost allocation formula (allocating costs generally based half on population and half on usage), would pay the highest per capita costs in 2010. The Transition Funding Credit has been calculated to offset costs to certain cities on a declining basis over four years.

In the first full year of the model, the county credits for this purpose equal \$650,000 and declines each year thereafter, lessening the burden to the General Fund in the later years. The credit begins at an annual amount of \$650,000 and declines as follows: 50% of the annual amount (since the service year is six months, rather than a full year) is allocable to each qualifying city in calculating the Estimated 2010 Payment; 100% of the amount is allocable again in calculating the 2011 Estimated Payment; 66% of the amount is allocable in 2012. If the Agreement is extended for an additional two years, 33% of the amount is available in 2013 as an incentive to cities to renew; no transition funding credit is allocable in 2014.

#### Resident Usage Credits to Cities - \$139,761 in 2010 (1/2 year) and \$289,119 thereafter

The county will provide credits to cities especially impacted by the population component of the cost allocation methodology. These include resident usage credits and impact mitigation credits.

The Resident Usage Credit has been calculated to offset the costs of certain cities that have a low use of King County animal services relative to their population. The amount of the credit is different depending on whether the City of Bothell is receiving service



during a given Service Year<sup>2</sup>. The credit has been determined by comparing the estimated cost cities would pay on an annualized basis in 2010 if the regional payment model was based solely on usage.

- (1) The resident usage credit limits the cost allocation in the regional model to no more than 20% greater than the charge would be under a usage-only model for all cities whose net cost is greater than \$5,000.
- (2) The impact mitigation credit limits overall net cost increases to contracting cities resulting from cities opting out of the model earlier in the negotiation process to not more 10 or 15% greater than in the previous model (including the residential use credit), depending on whether Bothell is contracting.

Model Revenue Assumptions

As shown in Table 5, the new model assumes 2010 revenues from a number of sources. Revenues anticipated to be generated by the new model in 2010 include pet licensing revenues from King County unincorporated area and contract cities, new city contract revenues for July through December of 2010.

**Table 5. Assumed Revenue Sources**

Revenue Source	2010 Regional Model
Non-License Revenue	127,000
Pet License Revenue	1,534,938
New City Contract/ Licensing Revenue	537,535
Increased Fines and Fees (5)	44,000
Enhanced Services Contracts	150,000
Donations to Bequest Fund	100,000
<b>Total Revenues</b>	<b>2,493,473</b>

Pet Licensing Revenues

Pet licensing revenues are based on 2009 actuals. The new model does not assume any growth in 2010. The new model assumes that pet licensing revenue is allocated back to jurisdictions. Further, contracting cities must pay the county the difference between their cost allocation and their pet licensing revenue. If a city generates more licensing revenue than the service costs, the county will remit the difference back to the city. As a result, cities will be motivated to actively participate in the marketing of licenses.

Non-Pet Licensing Revenues (including new city contracts)

Non-licensing revenues are anticipated to contribute nearly \$1 million on top of pet licensing revenue to support services in the first year of the model. The revenues from city contracts are estimated to increase in each year of the model, as transitional support provided to cities declines. As noted earlier in this report, the county's

<sup>2</sup> Bothell has indicated their intent to enter a six month contract. Assumptions for other cities would need to be adjusted if Bothell agrees to participate for a longer period of time.

estimated General Fund contribution under the new regional model will decrease in the out years.

### Payment Period

The cities will pay for animal services every six months based on the estimated cost of those services (derived from historical use and revenue data, and the most recent budget data). Costs to cities will be reconciled each year based on actual use and revenue.

## ISSUES

### Operating Issues for Consideration

The proposed Regional Animal Services model is intended to provide a new framework for services that leverages economies of scale and addresses some of the ongoing concerns over the health, safety and the humane care of animals. However, most of the historic operational concerns over the current animal services program will require continual reforms by the Executive through rigorous managerial oversight. Some of the provisions within the proposed changes to Title 11, the new ILAs and the supplemental funds are intended to address reform. A "Road Map to Reform" was included in the legislative transmittal package that summarizes short-term, mid-term and long-term actions that would be undertaken to improve the program (as well as actions that are currently underway). **See Attachment 11.**

The proposed Regional Animal Services model is a reduced-cost model, not a full-cost recovery model and Councilmembers will need to consider the county's operational priorities in its deliberations.

### Fiscal Issues for Consideration

Council staff is analyzing possible fiscal impacts to the county that may result from implementation of the new service model.

- Limits on City Contributions  
The growth in total costs included in the allocation model (allocated to cities and the unincorporated area) are capped by in the interlocal agreements to an inflator cap (CPI-U for STB<sup>3</sup> plus population growth). Limiting cost growth is part of the Executive's reform agenda. However, if the costs of the regional model exceed the cost inflator cap the county would be liable for those costs.
- Risk of Cost Increases if Some Cities Decide Not to Participate  
If some cities decide not to participate, the Executive would need to adjust the cost allocation model, which would most likely increase costs to cities and the county. If a large city or large number of cities decline participation, the county could reduce costs which could reduce the cost increases to individual

---

<sup>3</sup> Seattle, Tacoma, Bremerton

jurisdictions, but there are large economies of scale in this service provision so it is unlikely that cost reductions would fully mitigate.

Twenty-seven cities have twice indicated their intent to participate in the new regional system. However, if some cities chose not to participate, the county could find that the remaining service areas are impracticable and that an unincorporated area model would be the alternative. It should be noted that the ILAs state that if costs to jurisdictions go up by more than a certain amount because some cities do not participate, the contract would default to a 60 day contract.

- Maintenance and CIP Costs Associated with County Shelter Facilities

According to Executive staff, the regional model assumes \$10,000 annually for minor repair and maintenance costs, in addition to regularly scheduled FMD maintenance costs totaling \$173,000. The model also includes about \$220,000 for building occupancy charges. On-going maintenance or major repairs are usually funded from the Building Repair and Replacement Fund or the Major Maintenance Reserve Fund which are heavily supported from General Fund transfers. If this is not sufficient, some unanticipated costs could be incurred by the county over the next 2.5 years without the inclusion of additional maintenance funding in the contract assumptions.

In addition, the cost allocation model does not include funding for any major repairs or replacement of the Kent Shelter. Executive staff has noted that the collaborative initiatives in the contract that will be pursued by the joint city county committee include long term planning for repair or replacement of the Kent shelter.

Further, the Executive hopes the implementation of the model will result in reductions in the homeless animal population and will increase private sector partnerships for shelter capacity. The executive staff have noted that until the model is implemented, the long term facility needs to meet capacity requirements are unknown.

- Non-Participation in the Regional Model

Cities that have previously contracted with King County for the full range of animal services but have indicated that they will not participate in the regional model include Federal Way, Burien, Algona, Pacific, and Hunts Point. Further, the City of Bothell has indicated their interest in participating for only a 6 month term agreement. These cities are not included in the cost allocation model that is included in the ILA and the County will not provide them with services after June 30.

Federal Way has been working since January on developing their own service delivery and has stated their intent to contract with a shelter in Pierce County for sheltering services. Algona and Pacific have indicated their intent to join an

existing animal services system in Pierce County. Bothell has indicated its interest in contracting with Snohomish County. Historically, Hunts Point has had very minimal use of animal services. Burien released a request for proposals for services last month. Executive staff have been in contact with these cities regarding the transfer of and discontinuation of services from the County.

## **COUNCIL PRIORITIES**

*The Executive's proposed Regional Animal Services model would further the Council's Priorities of Local and Regional Cooperation and Safe, Healthy and Vibrant Communities. The proposal may eventually further the Council's Priority of Financial Stewardship if the operating efficiencies, marketing, licensing compliance and other revenue generating objectives are achieved.*

## **AMENDMENTS**

The following amendments are included to further clarify the ordinances to implement the new Regional Animal Services model.

### **Proposed Ordinance 2010-0325**

1. This amendment would:
  - a) Add a new Tier 2 fund to account for Regional Animal Services revenues and expenditures.
  - b) Eliminate the charge for private animal placement permits and eliminate a duplicate reference.
  - c) Reduce the minimum impound/redemption fee for livestock from \$100 to \$45 (aligned with the impound/redemption fee for cats, dogs and other small animals).
  - d) Clarifies reporting requirements for veterinarians and shelters when transferring animal ownership so that contact information will be provided as available and would include additional information about the animal.
  - e) Adds a provision for biannual program reporting to the council to align with the reporting requirements for cities contracting for Regional Animal Services (per Proposed Ordinance 2010-0326) and adds reporting requirements related to finances of the regional animal services program and average length of stay.
2. A title amendment is needed to show the changes above.

### **Proposed Ordinance 2010-0327**

1. This amendment would place a proviso in the Office of Management and Budget appropriation unit directing the Executive to include a Regional Animal Services appropriation unit and general fund transfer to the new fund created in PO 2010-0325.
2. A title amendment is needed to show the change above.

## **ATTACHMENTS**

1. Amendment to Proposed Ordinance 2010-0325

2. Title Amendment to Proposed Ordinance 2010-0325
  3. Proposed Ordinance 2010-0325
  4. Proposed Ordinance 2010-0326 with attached ILA and Exhibits
  5. Amendment to Proposed Ordinance 2010-0327
  6. Title Amendment to Proposed Ordinance 2010-0327
  7. Proposed Ordinance 2010-0327
  8. Transmittal Letter, Dated June 1, 2010
  9. Revised Fiscal note
  10. Summary of Proposed Fees and Code Amendments for Regional Animal Services, King County Code Title 11
  11. Road Map to Reform
  12. Joint Cities-County Work Group for Regional Animal Services, Background/Introduction on Agreement in Principle to Provide a Regional System
  13. Joint Cities-County Work Group for Regional Animal Services, Outline of Terms for Agreement in Principle
  14. Animal Services Interlocal Agreement Summary of Terms
  15. Outline of Costs for 2010 Animal Services and General Fund Contributions
  16. Excluded Elements
  17. Hearing Notice
-



1

June 15, 2010

[JG, MWC]

Sponsor: \_\_\_\_\_

Proposed No.: 2010-0325.11 AMENDMENT TO PROPOSED ORDINANCE 2010-0325, VERSION 1

2 On page 15, after line 176, insert the following:

3 "SECTION 4. Ordinance 12076, Section 10, as amended, and K.C.C. 4.08.025

4 are each hereby amended to read as follows:

5 Second tier funds and fund managers are as follows, except to the extent that all  
 6 or a portion of any listed fund is a first tier fund by virtue of any other provision of this  
 7 chapter or other ordinance:

<b>Fund No.</b>	<b>Fund Title</b>	<b>Fund Manager</b>
001	Current Expense	Budget Organization in Executive Office
105	River Improvement	Dept. of Natural Resources and Parks
107	Developmental Disabilities	Dept. of Community & Human Services
108	Civil Defense	Dept. of Public Safety
120	Treasurer's O & M	Dept. of Executive Services
126	Alcohol & Substance Abuse Services	Dept. of Community & Human Services
180	Public Health	Dept. of Public Health
182	Inter-County River Improvement	Dept. of Natural Resources and Parks
214	Miscellaneous Grants	Dept. of Executive Services

224	Youth Employment Programs	Dept. of Community & Human Services
246	Community Dev Block Grant	Dept. of Community & Human Services
548	Geographic Information Systems	Dept. of Natural Resources and Parks
553	Computer and Communication Services	Dept. of Executive Services
661	Deceased Effects	Dept. of Executive Services
662	Real Prop Title Assurance	Dept. of Executive Services
663	Treasurer's Prop Tax Refund	Dept. of Executive Services
664	Prop Tax Foreclosure Sale Excess	Dept. of Executive Services
666	Real Prop Advance Tax Collection	Dept. of Executive Services
668	Ad Valorem Tax Refund	Dept. of Executive Services
669	Certificate of Redemption LID assmt.	Dept. of Executive Services
670	Undistributed Taxes	Dept. of Executive Services
672	Cert/redemption Real Prop	Dept. of Executive Services
673	Miscellaneous Tax Distribution	Dept. of Executive Services
677	Property Tax Suspense	Dept. of Executive Services
678	King County Fiscal Agent	Dept. of Executive Services
697	Mailroom Prop Tax Refund	Dept. of Executive Services
698	Miscellaneous Agency	Dept. of Executive Services
699	Assessment Distribution/Refund	Dept. of Executive Services
850	Unlimited GO Bond Redemption	Dept. of Executive Services
860	<u>Regional Animal Services</u>	<u>Dept. of Executive Services"</u>



8 Renumber the remaining sections consecutively and correct any internal references  
9 accordingly.

10 On page 15, after line 176, insert the following:

11 "NEW SECTION. SECTION 4. There is hereby added to K.C.C. chapter 4.08 a  
12 new section to read as follows:

13 There is hereby created the regional animal services fund. This fund shall be a  
14 second tier fund managed by the department of executive services. The regional animal  
15 services fund shall be used to collect revenue from city contracts and other funding  
16 sources and to expend funds for regional animal services and related administration under  
17 an annual appropriation."

18 Renumber the remaining sections consecutively and correct any internal references  
19 accordingly.

20 On page 30, after ~~\$(25.00)~~ delete "15.00" and insert "no charge"

21 Beginning on page 30, delete

22 "3. Private animal placement permit for individuals or no charge  
23 organizations that foster animals from the King County animal  
24 shelter"

25 On page 33, after "~~((b-)) 4.~~ Impound or redemption – Livestock" delete "\$100.00" and  
26 insert "~~\$(100.00)~~ 45.00"

27 On page 38, line 574, after "status" insert "and, if applicable"

28 On page 38, on line 574, after "name, ~~((and))~~ address" delete "," and insert "and, if  
29 available"

30 On page 61, after line 1092, insert:

31           "SECTION 36. Ordinance 10423, Section 22, as amended, and K.C.C. 11.04.550

32 are each hereby amended to read as follows

33           The ~~((animal care and control authority))~~ regional animal services section shall  
34 report to the council no ~~((later than July 15))~~ less than twice each year on the number of  
35 animals taken into King County's custody, the average length of stay for animals, the  
36 number of animals redeemed by their owners, the number of animals adopted, the  
37 number of animals transferred to other animal welfare organizations or agencies, the  
38 number of animals euthanized, the number of animals euthanized at an owner's request,  
39 the number of animals euthanized due to a determination of vicious temperament, the  
40 number of animals euthanized due to a determination that the animal had a poor or grave  
41 prognosis of health and was irremediably suffering, the number of animals that die of  
42 causes other than an administered method of euthanasia, the number of animals spayed or  
43 neutered, the number of animal cruelty cases, the number and type of pet licenses issued  
44 and the number of spay or neuter vouchers issued and redeemed. ~~((Eleven copies of the  
45 report shall be filed with the clerk of the council, for distribution to all councilmembers.))~~  
46 The reports shall include program revenues, expenditures, status of payments from cities  
47 for contractual services, an accounting for the use of the animal bequest funds and impacts  
48 to the general fund. These twice annual reports shall be prepared concurrent with and  
49 include the reports developed for cities per the terms of any interlocal agreements for  
50 regional animal services. One paper copy and an electronic copy of each report shall be  
51 filed with the clerk of the council, who shall distribute electronic copies to all  
52 councilmembers."

53 Renumber the remaining sections consecutively and correct any internal references  
54 accordingly.

55 **EFFECT:**

- 56 • Adds a new Tier 2 fund to account for Regional Animal Services revenues  
57 and expenditures.
- 58 • Eliminates the charge for private animal placement permits and eliminates a  
59 duplicate reference.
- 60 • Reduces the minimum impound or redemption fee for livestock from \$100 to  
61 \$45.
- 62 • Clarifies reporting requirements for veterinarians and shelters when  
63 transferring animal ownership so that contact information will be provided  
64 as available but would include additional information about the animal.
- 65 • Adds a provision for biannual reporting to the council to align with the  
66 reporting requirements for cities contracting for Regional Animal Services  
67 (per Proposed Ordinance 2010-0326) and adds reporting requirements  
68 related to finances of the regional animal services program and average  
69 length of stay.



T1

June 15, 2010

[BR, MWC]

Sponsor: \_\_\_\_\_

Proposed No.: 2010-0325.1

1 **TITLE AMENDMENT TO PROPOSED ORDINANCE 2010-0325, VERSION 1**

2 Beginning on page 1, delete all material on lines 1 through 66 and insert:

3 "AN ORDINANCE relating to the provision of regional  
4 animal care and control services; amending Ordinance  
5 12076, Section 9, as amended, and K.C.C. 4.08.015,  
6 Ordinance 12076, Section 10, as amended, and K.C.C.  
7 4.08.025, Ordinance 1269, Section 1, as amended, and  
8 K.C.C. 11.02.010, Ordinance 1269, Section 3, as amended,  
9 and K.C.C. 11.02.020, Ordinance 1396 Article I, Section 2,  
10 as amended, and K.C.C. 11.04.010, Ordinance 1396,  
11 Article I, Section 3, as amended, and K.C.C. 11.04.020,  
12 Ordinance 1396, Article II, Section 1, as amended, and  
13 K.C.C. 11.04.030, Ordinance 10423, Section 3, as  
14 amended, and K.C.C. 11.04.033, Ordinance 7416, Section  
15 2, as amended, and K.C.C. 11.04.035, Ordinance 1396,  
16 Article II, Section 3, as amended, and K.C.C. 11.04.050,  
17 Ordinance 1396, Article II, Section 4, as amended, and

18 K.C.C. 11.04.060, Ordinance 1396, Article II, Section 5, as  
19 amended, and K.C.C. 11.04.070, Ordinance 1396, Article  
20 II, Section 6, as amended, and K.C.C. 11.04.080,  
21 Ordinance 1396, Article II, Section 12, as amended, and  
22 K.C.C. 11.04.140, Ordinance 1396, Article II, Section 13,  
23 as amended, and K.C.C. 11.04.150, Ordinance 1396,  
24 Article II, Section 14, as amended, and K.C.C. 11.04.160,  
25 Ordinance 10809, Section 3, as amended, and K.C.C.  
26 11.04.165, Ordinance 10809, Section 4, as amended, and  
27 K.C.C. 11.04.167, Ordinance 1396, Article III, Section 1,  
28 as amended, and K.C.C. 11.04.170, Ordinance 1396,  
29 Article III, Section 2, as amended, and K.C.C. 11.04.180,  
30 Ordinance 1396, Article III, Section 5, as amended, and  
31 K.C.C. 11.04.210, Ordinance 1396, Article III, Section 6,  
32 as amended, and K.C.C. 11.04.220, Ordinance 1396,  
33 Article III, Section 8, as amended, and K.C.C. 11.04.250,  
34 Ordinance 1396, Article III, Section 9, as amended, and  
35 K.C.C. 11.04.260, Ordinance 1396, Article III, Section 10,  
36 as amended, and K.C.C. 11.04.270, Ordinance 1396,  
37 Article III, Section 12, as amended, and K.C.C. 11.04.290,  
38 Ordinance 6370, Section 12, and K.C.C. 11.04.330,  
39 Ordinance 7986, Section 3, as amended, and K.C.C.  
40 11.04.335, Ordinance 10423, Section 24, as amended, and

41 K.C.C. 11.04.410, Ordinance 10423, Section 6, as  
42 amended, and K.C.C. 11.04.500, Ordinance 10423, Section  
43 22, as amended, and K.C.C. 11.04.550, Ordinance 10423,  
44 Section 26, as amended, and K.C.C. 11.04.570, Ordinance  
45 3732, Section 1, as amended, and K.C.C. 11.08.040,  
46 Ordinance 3548, Section 5, as amended, and K.C.C.  
47 11.08.060, Ordinance 11150, Section 1-2, and K.C.C.  
48 11.08.075, Resolution 27312, Section 1, as amended, and  
49 K.C.C. 11.12.010, Ordinance 2473, Section 2, as amended,  
50 and K.C.C. 11.28.020, Ordinance 2473, Section 6, as  
51 amended, and K.C.C. 11.28.060, Ordinance 2473, Section  
52 7, as amended, and K.C.C. 11.28.070, Ordinance 3232,  
53 Section 2, as amended, and K.C.C. 11.32.020, Ordinance  
54 3232, Section 9, as amended, and K.C.C. 11.32.090 and  
55 Ordinance 3232 Section 13, as amended, and K.C.C.  
56 11.32.100, adding a new section to K.C.C. chapter 2.80,  
57 adding a new section to K.C.C. chapter 4.08, adding a new  
58 section to K.C.C. chapter 4.100, adding new sections to  
59 K.C.C. chapter 11.02, repealing Ordinance 1396, Article II,  
60 Section 2, as amended, and K.C.C. 11.04.040, Ordinance  
61 6370, Section 11, as amended, and K.C.C. 11.04.320,  
62 Ordinance 10423, Section 10, as amended, and K.C.C.  
63 11.04.590, Ordinance 9464, Section 1, as amended, and

64 K.C.C. 11.06.010, Ordinance 9464, Section 2, as amended,  
65 and K.C.C. 11.06.020, Ordinance 9464, Section 3, as  
66 amended, and K.C.C. 11.06.030, Ordinance 9464, Section  
67 4, and K.C.C. 11.06.040, Ordinance 9464, Section 5, and  
68 K.C.C. 11.06.050, Ordinance 9464, Section 6, as amended,  
69 and K.C.C. 11.06.060 and Ordinance 9464, Section 7, and  
70 K.C.C. 11.06.070, adding a new section to K.C.C. chapter  
71 4.08 and prescribing penalties."

72 **EFFECT:**

- 73 • **Title amendment to reflect changes made in substantive amendment**  
74 **(addition of a new Tier 2 Regional Animal Services Fund and biannual**  
75 **reporting requirements).**





**KING COUNTY**

**Signature Report**

**June 8, 2010**

**Ordinance**

**Attachment 3**  
1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Proposed No. 2010-0325.1**

**Sponsors Patterson**

1 AN ORDINANCE relating to the provision of regional  
2 animal care and control services; amending Ordinance  
3 12076, Section 9, as amended, and K.C.C. 4.08.015,  
4 Ordinance 1269, Section 1, as amended, and K.C.C.  
5 11.02.010, Ordinance 1269, Section 3, as amended, and  
6 K.C.C. 11.02.020, Ordinance 1396 Article I, Section 2, as  
7 amended, and K.C.C. 11.04.010, Ordinance 1396, Article I,  
8 Section 3, as amended, and K.C.C. 11.04.020, Ordinance  
9 1396, Article II, Section 1, as amended, and K.C.C.  
10 11.04.030, Ordinance 10423, Section 3, as amended, and  
11 K.C.C. 11.04.033, Ordinance 7416, Section 2, as amended,  
12 and K.C.C. 11.04.035, Ordinance 1396, Article II, Section  
13 3, as amended, and K.C.C. 11.04.050, Ordinance 1396,  
14 Article II, Section 4, as amended, and K.C.C. 11.04.060,  
15 Ordinance 1396, Article II, Section 5, as amended, and  
16 K.C.C. 11.04.070, Ordinance 1396, Article II, Section 6, as  
17 amended, and K.C.C. 11.04.080, Ordinance 1396, Article  
18 II, Section 12, as amended, and K.C.C. 11.04.140,  
19 Ordinance 1396, Article II, Section 13, as amended, and

20 K.C.C. 11.04.150, Ordinance 1396, Article II, Section 14,  
21 as amended, and K.C.C. 11.04.160, Ordinance 10809,  
22 Section 3, as amended, and K.C.C. 11.04.165, Ordinance  
23 10809, Section 4, as amended, and K.C.C. 11.04.167,  
24 Ordinance 1396, Article III, Section 1, as amended, and  
25 K.C.C. 11.04.170, Ordinance 1396, Article III, Section 2,  
26 as amended, and K.C.C. 11.04.180, Ordinance 1396,  
27 Article III, Section 5, as amended, and K.C.C. 11.04.210,  
28 Ordinance 1396, Article III, Section 6, as amended, and  
29 K.C.C. 11.04.220, Ordinance 1396, Article III, Section 8,  
30 as amended, and K.C.C. 11.04.250, Ordinance 1396,  
31 Article III, Section 9, as amended, and K.C.C. 11.04.260,  
32 Ordinance 1396, Article III, Section 10, as amended, and  
33 K.C.C. 11.04.270, Ordinance 1396, Article III, Section 12,  
34 as amended, and K.C.C. 11.04.290, Ordinance 6370,  
35 Section 12, and K.C.C. 11.04.330, Ordinance 7986, Section  
36 3, as amended, and K.C.C. 11.04.335, Ordinance 10423,  
37 Section 24, as amended, and K.C.C. 11.04.410, Ordinance  
38 10423, Section 6, as amended, and K.C.C. 11.04.500,  
39 Ordinance 10423, Section 26, as amended, and K.C.C.  
40 11.04.570, Ordinance 3732, Section 1, as amended, and  
41 K.C.C. 11.08.040, Ordinance 3548, Section 5, as amended,  
42 and K.C.C. 11.08.060, Ordinance 11150, Section 1-2, and

43 K.C.C. 11.08.075, Resolution 27312; Section 1, as  
44 amended, and K.C.C. 11.12.010, Ordinance 2473, Section  
45 2, as amended, and K.C.C. 11.28.020, Ordinance 2473,  
46 Section 6, as amended, and K.C.C. 11.28.060, Ordinance  
47 2473, Section 7, as amended, and K.C.C. 11.28.070,  
48 Ordinance 3232, Section 2, as amended, and K.C.C.  
49 11.32.020, Ordinance 3232, Section 9, as amended, and  
50 K.C.C. 11.32.090 and Ordinance 3232 Section 13, as  
51 amended, and K.C.C. 11.32.100, adding a new section to  
52 K.C.C. chapter 2.80, adding a new section to K.C.C.  
53 chapter 4.08, adding a new section to K.C.C. chapter 4.100,  
54 adding new sections to K.C.C. chapter 11.02, repealing  
55 Ordinance 1396, Article II, Section 2, as amended, and  
56 K.C.C. 11.04.040, Ordinance 6370, Section 11, as  
57 amended, and K.C.C. 11.04.320, Ordinance 10423, Section  
58 10, as amended, and K.C.C. 11.04.590, Ordinance 9464,  
59 Section 1, as amended, and K.C.C. 11.06.010, Ordinance  
60 9464, Section 2, as amended, and K.C.C. 11.06.020,  
61 Ordinance 9464, Section 3, as amended, and K.C.C.  
62 11.06.030, Ordinance 9464, Section 4, and K.C.C.  
63 11.06.040, Ordinance 9464, Section 5, and K.C.C.  
64 11.06.050, Ordinance 9464, Section 6, as amended, and

65 K.C.C. 11.06.060 and Ordinance 9464, Section 7, and  
66 K.C.C. 11.06.070 and prescribing penalties.

67 STATEMENT OF FACTS:

68 1. King County animal care and control has provided services to the  
69 unincorporated areas of King County and by contract to the majority of  
70 cities in the county in exchange for retention of their pet licensing revenue  
71 since the mid-1980s.

72 2. The county general fund contribution to the provision of animal  
73 services has increased over the years, culminating in a general fund  
74 contribution of nearly \$3 million in recent years.

75 3. Motion 13092, adopted by the metropolitan King County council on  
76 November 9, 2009, directed the county executive to end the provision of  
77 animal shelter services by King County for contract cities and for  
78 unincorporated King County as soon as possible but no later than January  
79 31, 2010, and to enter into new full cost recovery contracts with cities for  
80 animal control and licensing services by June 30, 2010.

81 4. The 2010 Budget Ordinance, Ordinance 16717, Section 30, provided  
82 funding for animal care and control such that sheltering services would be  
83 provided only through January 31, 2010.

84 5. With the adoption of Ordinance 16750, extending FTE authority for  
85 animal sheltering services through June 30, 2010, the county recognized  
86 that there is currently not sufficient sheltering capacity in the region to  
87 close the King County animal shelter. The extension of FTE authority

88 provided a common deadline for the county to work with cities on a new  
89 regional model for animal services, inclusive of animal sheltering, animal  
90 control, and pet licensing functions.

91 6. A regional model for animal services enables the county and the cities  
92 to provide for better public health, safety, animal welfare and customer  
93 service outcomes at a lower cost than jurisdictions are able to provide for  
94 on their own. This is accomplished through properly aligned financial  
95 incentives, partnerships to increase revenue, economies of scale, a  
96 consistent regulatory approach across participating jurisdictions and  
97 collaborative initiatives to reduce the homeless animal population and  
98 leverage private sector resources while providing for a level of animal care  
99 respected by the community

100 7. Beginning in January of 2010, a joint cities-county work group began  
101 meeting on a weekly basis to develop a new regional animal services  
102 model for King County and individual cities to consider. The work group  
103 included representation from King County and the cities of SeaTac,  
104 Tukwila, Kent, Bellevue, Redmond, Sammamish, Shoreline and Lake  
105 Forest Park.

106 8. On February 26, 2010, the executive transmitted to the council an  
107 implementation plan for entering into new animal services contracts with  
108 cities.

109 9. Consistent with the implementation plan, the joint cities-county work  
110 group for regional animal services developed an agreement in principle for

111 a new regional animal services model that defines services, expenditures,  
112 cost and revenue allocation methodologies and collaborative initiatives for  
113 increasing revenues through fees, penalties, and other means for animal  
114 shelter, animal control and pet licensing services. The agreement in  
115 principle and supporting materials were shared with all cities, the county  
116 council, and the public in early April, through presentations to city  
117 managers and administrators, the suburban cities' association public issues  
118 committee, the regional policy committee, numerous city council meetings  
119 and through individual meetings with county and city officials and staff.

120 10. Consistent with the implementation plan, the joint cities-county work  
121 group for regional animal services developed an interlocal agreement for  
122 animal services based on the agreement in principle.

123 11. The proposed interlocal agreement provides for regional animal services to be  
124 funded in part by revenue earned through license sales and fees and fines. In  
125 2010, this revenue is estimated to total about two-thirds of expenditures.

126 12. King County and cities participating in the interlocal agreement have  
127 a mutual interest in increasing program revenue to support animal  
128 services, including through: (a) changes to pet license fees; (b) programs,  
129 penalties and other incentives to increase pet license sales; (c) enforcement  
130 of city and county codes requiring the licensing of pets; (d) gifts, bequests  
131 and donations that promote animal welfare; and (e) entrepreneurial  
132 programs for raising revenue, such as sponsorships, advertising, naming  
133 rights, concessions and fundraising events.

134 13. The proposed interlocal agreement requires cities to enact an  
135 ordinance or resolution that includes license, fee, penalty, enforcement,  
136 impound/redemption and sheltering provisions that are substantially the  
137 same as those of Title 11 of King County Code.

138 14. King County residents and volunteers regularly donate funds to King County  
139 to enhance the welfare of animals generally or through specific means such as  
140 providing for animals' special medical needs or supporting spay/neuter services.  
141 Expedient access to these funds for use in the manner in which they were donated  
142 is critical to the welfare of animals in King County's care.

143 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

144 NEW SECTION. SECTION 1. There is hereby added to K.C.C. chapter 2.80 a  
145 new section to read as follows:

146 This chapter does not apply to gifts, bequests or donations, of under fifty thousand  
147 dollars, received for animal care and control purposes.

148 SECTION 2. Ordinance 12076, Section 9, as amended, and K.C.C. 4.08.015 are  
149 hereby amended to read as follows:

150 A. First tier funds and fund managers are as follows:

<b>Fund</b>	<b>Fund Title</b>	<b>Fund Manager</b>
<b>No.</b>		
103	County Road	Dept. of Transportation
104	Solid Waste Landfill Post Closure Maintenance	Dept. of Natural Resources and Parks

Ordinance

---

109	Recorder's O & M	Dept. of Executive Services
111	Enhanced-911 Emergency Tel System	Dept. of Executive Services
112	Mental Health	Dept. of Community and Human Services
113-5	Mental Illness and Drug Dependency	Dept. of Community and Human Services
114-1	Veterans Services Levy	Dept. of Community and Human Services
114-2	Health and Human Services Levy	Dept. of Community and Human Services
115	Road Improvement Guaranty	Dept. of Transportation
117	Arts and Cultural Development	Dept. of Executive Services
119	Emergency Medical Services	Dept. of Public Health
121	Surface Water Management	Dept. of Natural Resources and Parks
122	Automated Fingerprint Identification System	Dept. of Public Safety
124	Citizen Councilor Revolving	Auditor
128	Local Hazardous Waste	Dept. of Public Health
129	Youth Sports Facilities Grant	Dept. of Natural Resources and Parks
131	Noxious weed control fund	Dept. of Natural Resources and



		Parks
134	Development and Environmental Services	Dept. of Development and Environmental Services
137	Clark Contract Administration	Office of Management and Budget
138	Parks Trust and Contribution	Dept. of Natural Resources and Parks
139	Risk Abatement	Office of Management and Budget
145	Parks and Recreation	Dept. of Natural Resources and Parks
156-1	KC Flood Control Operating Contract	Dept. of Natural Resources and Parks
164	Two-Tenths Sales Tax Revenue Receiving	Dept. of Transportation
165	Public Transit Self Insurance	Dept. of Transportation
215	Grants tier 1 fund	Dept. of Executive Services
216	Cultural Resource Mitigation Fund	Office of Strategic Planning and Performance Management
309	Neighborhood Parks and Open Space	Dept. of Executive Services
312	HMC Long Range CIP	Dept. of Executive Services
315	Conservation Futures	Dept. of Natural Resources and Parks
316	Parks, Rec. and Open Space	Dept. of Executive Services

318	Surface and Storm Water Mgmt Const	Dept. of Natural Resources and Parks
320	Public Art Fund	Dept. of Executive Services
322	Housing Opportunity Acquisition	Dept. of Community and Human Services
326	1990 Series B Youth Detention Facility	Dept. of Executive Services
327	Equipment and Building Acquisition	Dept. of Executive Services
329	SWM CIP Construction 1992-1997	Dept. of Natural Resources and Parks
331	Long-Term Leases	Dept. of Executive Services
334	Capital Acqn and County Fac Renovation	Office of Management and Budget
335	Youth Services Facilities Construction	Dept. of Executive Services
338	Airport Construction	Dept. of Transportation
339	Working Forest 1995 B	Dept. of Natural Resources and Parks
340	Park Lands Acquisition 1993	Dept. of Natural Resources and Parks
340-3	Urban Reforestation and Habitat Restoration	Dept. of Natural Resources and Parks
341	Arts and Historic Preservation Capital	Dept. of Executive Services
342	Major Maintenance Reserve	Dept. of Executive Services

Ordinance

---

343	Core GIS Capital Project	Dept. of Natural Resources and Parks
346	Regional Justice Center Construction	Dept. of Executive Services
347	Emergency Communications System	Dept. of Executive Services
349	Parks Facilities Rehabilitation	Dept. of Executive Services
350	Open Space Acquisition	Dept. of Natural Resources and Parks
357-1	KC Flood Control Capital Contract	Dept. of Natural Resources and Parks
358	Parks Capital Fund	Dept. of Natural Resources and Parks
364-3	Transit Cross-Border Lease Financing Fund	Dept. of Executive Services
369	Transfer of Development Credits Program (TDC) Fund	Dept. of Natural Resources Parks
377-1	OIRM Capital Fund	Office of Information Resource Management
378	Information and Telecommunications Capital Improvement Fund	Dept. of Executive Services
381	Solid Waste Cap Equip Recovery	Dept. of Natural Resources and Parks
383	Solid Waste Environmental Reserve	Dept. of Natural Resources and

		Parks
384	Farmland and Open Space Acquisition	Dept. of Natural Resources and Parks
385	Renton Maintenance Fac. Const	Dept. of Transportation
386	County Road Construction	Dept. of Transportation
387	HMC Construction	Dept. of Executive Services
390	Solid Waste Construction	Dept. of Natural Resources and Parks
391	Landfill Reserve	Dept. of Natural Resources and Parks
394	Kingdome CIP	Dept. of Executive Services
395	Building Capital Improvement	Dept. of Executive Services
396	HMC Building Repair and Replacement	Dept. of Executive Services
404	Solid Waste Operating	Dept. of Natural Resources and Parks
429	Airport Operating	Dept. of Transportation
448	Stadium Management	Dept. of Executive Services
453-1	Institutional Network Operating Fund	Dept. of Executive Services
461	Water Quality	Dept. of Natural Resources and Parks
464	Public Transportation	Dept. of Transportation
542	Safety and Workers' Compensation	Dept. of Executive Services

Ordinance

---

544	Wastewater Equipment Rental and Revolving Fund	Dept. of Transportation
546	Department of Executive Service Equipment Replacement	Dept. of Executive Services
547	Office of Information Resource Management Operating Fund	Dept. of Executive Services
550	Employee Benefits Program	Dept. of Executive Services
551	Facilities Management	Dept. of Executive Services
552	Insurance	Dept. of Executive Services
557	Public Works Equipment Rental	Dept. of Transportation
558	Motor Pool Equipment Rental	Dept. of Transportation
560	Printing/Graphic Arts Services	Dept. of Executive Services
603	Cultural Resources Endowment	Dept. of Executive Services
622	Judicial Administration Trust and Agency	Dept. of Judicial Administration
624	School District Impact Fee	Office of Management and Budget
674	Refunded Ltd GO Bond Rdmp.	Dept. of Executive Services
675	Refunded Unltd GO Bond	Dept. of Executive Services
676	H&CD Escrow	Dept. of Executive Services
693	Deferred Compensation	Dept. of Executive Services
694	Employee Charitable Campaign Contributions	Dept. of Executive Services

696	Mitigation Payment System	Dept. of Transportation
843	DMS Limited GO Bonds	Dept. of Executive Services
890	ULID Assessment - 1981	Dept. of Transportation
1010	Climate Exchange Fund	Office of Management and Budget
1411	Rainy Day Reserve	Office of Management and Budget
1421	Children and Families Services	Dept. of Community and Human Services
1590	Marine Division Operating Fund	Dept. of Transportation
3590	Marine Division Capital Fund	Dept. of Transportation
<u>4590</u>	<u>Animal Bequest Fund</u>	<u>Dept. of Executive Services</u>
****	Historical Preservation and Historical Programs Fund	Dept. of Executive Services

151 B. The following shall also be first tier funds:

152 1. All funds now or hereafter established by ordinance for capital construction  
153 through specific road improvement districts, utility local improvement districts or local  
154 improvement districts. The director of the department of transportation shall be the fund  
155 manager for transportation-related funds. The director of the department of natural  
156 resources and parks shall be the fund manager for utility-related funds.

157 2. All county funds that receive original proceeds of borrowings made under  
158 Chapter 216, Washington Laws of 1982, as now existing or hereafter amended, to the  
159 extent of the amounts then outstanding for the borrowings for that fund. For purposes of  
160 this subsection, the director of the county department or office primarily responsible for  
161 expenditures from that fund shall be the fund manager.

162           3. Any other fund as the council may hereinafter prescribe by ordinance to be  
163 invested for its own benefit. County funds shall be treated as provided in K.C.C. 4.10.110  
164 unless a designation is made by the council.

165           NEW SECTION. SECTION 3. There is hereby added to K.C.C. chapter 4.08 a  
166 new section to read as follows:

167           A. There is hereby created the animal bequest fund. The fund shall be a first tier  
168 fund as described in this chapter. The director of the department of executive services  
169 shall be the manager of the fund. All receipts and earnings from gifts, bequests and  
170 donations shall be deposited and credited to the fund. The fund may only be used in  
171 accordance with donor restrictions and for regional animal services purposes, including  
172 but not limited to housing of animals, medical attention for animals, public education,  
173 animal shelter improvements and such other purposes that further the general welfare of  
174 animals. All revenue in the animal bequest account within the general fund and any  
175 subaccounts of the account as of the effective date of this ordinance shall be transferred  
176 to the animal bequest fund.

177           NEW SECTION. SECTION 4. There is hereby added to K.C.C. chapter 4.100 a  
178 new section to read as follows:

179           The records and licensing services division is authorized to accept electronic  
180 payments for animal care and control and pet licensing purposes, including for all fees  
181 and penalties in K.C.C. 11.04.035. The records and licensing services division is  
182 authorized to absorb the operational and business costs of accepting these electronic  
183 payments, including bank and processing fees charged by electronic payment vendors,  
184 subject to appropriation authority being provided by the county council.

185            SECTION 5. Ordinance 1269, Section 1, as amended, and K.C.C. 11.02.010 are  
186 hereby amended to read as follows:

187            There is established (~~(an animal care and control)~~) a regional animal services  
188 section in the records and licensing services division. The (~~(animal care and control)~~)  
189 regional animal services section is by this chapter designated the agency authorized to  
190 provide animal care services and enforce animal control laws.

191            SECTION 6. Ordinance 1269, Section 3, as amended, and K.C.C. 11.02.020 are  
192 hereby amended to read as follows:

193            There is established within the (~~(animal care and control)~~) regional animal  
194 services section the position of manager of the (~~(animal care and control)~~) regional  
195 animal services section, to be compensated at a rate established in accordance with  
196 county personnel policies.

197            NEW SECTION. SECTION 7. There is hereby added to K.C.C. chapter 11.02 a  
198 new section to read as follows:

199            The director of the department of executive services is authorized to enter into  
200 concession agreements with vendors to sell animal-related products and services at the  
201 King County animal shelter and at other county facilities and events. The revenue from  
202 these concession agreements shall be applied solely to regional animal services.

203            NEW SECTION. SECTION 8. There is hereby added to K.C.C. chapter 11.02 a  
204 new section to read as follows:

205            A. Consistent with K.C.C. chapter 3.04, the executive may solicit and accept  
206 from the general public and business communities and all other persons, gifts, bequests  
207 and donations to the county in support of regional animal services.



208 B. All gifts, bequests and donations of money to the county for regional animal  
209 services shall be deposited and credited to the animal bequest fund created under section  
210 3 of this ordinance.

211 C. The director of the department of executive services shall assure that  
212 expenditures from the gift, bequest or donation are consistent with the terms, if any,  
213 requested by the grantor.

214 NEW SECTION. SECTION 9. There is hereby added to K.C.C. chapter 11.02 a  
215 new section to read as follows:

216 A. The director of the department of executive services may negotiate and enter  
217 into advertising, sponsorship and naming rights agreements for the purpose of providing  
218 financial support for regional animal services programs. Advertising shall be restricted to  
219 commercial speech.

220 B. Advertisers and sponsors shall abide by the nondiscrimination requirements of  
221 K.C.C. Title 12. Furthermore, an advertising, sponsorship or naming rights agreement  
222 may not result in advertisement of spirits or tobacco products in violation of K.C.C.  
223 chapter 12.51.

224 C. The director may impose additional subject-matter restrictions on advertising,  
225 sponsorship and naming rights agreements consistent with applicable law.

226 D. Revenue generated from advertising, sponsorships and naming rights  
227 agreements entered into under this section shall be applied solely to regional animal  
228 services.

229 SECTION 10. Ordinance 1396, Article I, Section 2, as amended, and K.C.C.  
230 11.04.010 are hereby amended to read as follows:

231 A. It is declared the public policy of the county to secure and maintain such  
232 levels of animal care and control as will protect animal and human health and safety, and  
233 to the greatest degree practicable to prevent injury to property and cruelty to animal life.  
234 To this end, it is the purpose of this chapter to provide a means of caring for animals,  
235 licensing dogs, cats, ~~((animal shelters))~~ hobby catteries, hobby kennels ~~((, kennels and pet~~  
236 ~~shops))~~ and related facilities and controlling errant animal behavior so that it shall not  
237 become a public nuisance and to prevent cruelty to animals.

238 B. If there is a conflict between a provision of this chapter and a provision in  
239 K.C.C. Title 21A, the provision in K.C.C. Title 21A shall control.

240 SECTION 11. Ordinance 1396, Article I, Section 3, as amended, and K.C.C.  
241 11.04.020 are hereby amended to read as follows:

242 In construing this chapter, except where otherwise plainly declared or clearly  
243 apparent from the context, words shall be given their common and ordinary meaning. In  
244 addition, the following definitions apply to this chapter:

245 A. "Abate" means to terminate any violation by reasonable and lawful means  
246 determined by the manager of the ~~((animal care and control authority))~~ regional animal  
247 services section in order that an owner or a person presumed to be the owner shall  
248 comply with this chapter.

249 B. "Altered" means spayed or neutered.

250 C. "Animal" means any living creature except Homo sapiens, insects and worms.

251 ~~((C.))~~ D. "Animal care and control authority" means the ~~((county animal care and~~  
252 ~~control))~~ regional animal services section of the records and licensing services division,

253 acting alone or in concert with other municipalities for enforcement of the animal care  
254 and control laws of the county and state and the shelter and welfare of animals.

255 ~~((D-))~~ E. "Animal care and control officer" means any individual employed,  
256 contracted or appointed by the animal care and control authority for the purpose of aiding  
257 in the enforcement of this chapter or any other law or ordinance relating to the care and  
258 licensing of animals, control of animals or seizure and impoundment of animals, and  
259 includes any state or municipal peace officer, sheriff, constable or other employee whose  
260 duties in whole or in part include assignments that involve the seizure and taking into  
261 custody of any animal.

262 ~~((E-))~~ F. "Cattery" means a place where four or more adult cats are kept, whether  
263 by owners of the cats or by persons providing facilities and care, whether or not for  
264 compensation, but not including a pet shop. An adult cat is one of either sex, altered or  
265 unaltered, that is at least six months old.

266 ~~((F-))~~ G. "Domesticated animal" means a domestic beast, such as any dog, cat,  
267 rabbit, horse, mule, ass, bovine animal, lamb, goat, sheep, hog or other animal made to be  
268 domestic.

269 ~~((G-))~~ H. "Euthanasia" means the humane destruction of an animal accomplished  
270 by a method that involves instantaneous unconsciousness and immediate death or by a  
271 method that causes painless loss of consciousness and death during the loss of  
272 consciousness.

273 ~~((H-))~~ I. "Fostering" means obtaining unwanted dogs or cats and locating  
274 adoptive homes for those licensed and spayed or neutered dogs or cats. ~~((Individuals~~  
275 ~~who wish to foster dogs and cats, and who through the activity shall routinely or from~~

276 ~~time to time harbor, keep or maintain more dogs and cats than allowed in K.C.C. Title~~  
277 ~~21A, must obtain either an individual or organizational private animal placement~~  
278 ~~permit.))~~

279 ((I.)) J. "Grooming service" means any place or establishment, public or private,  
280 where animals are bathed, clipped or combed for the purpose of enhancing either their  
281 aesthetic value or health, or both, and for which a fee is charged.

282 ((J.)) K. "Harbored, kept or maintained" means performing any of the acts of  
283 providing care, shelter, protection, refuge, food or nourishment in such a manner as to  
284 control the animal's actions, or that the animal or animals are treated as living at one's  
285 house by the homeowner.

286 ((K.)) L. "Hobby cattery" means a noncommercial cattery at or adjoining a  
287 private residence where four or more adult cats are bred or kept for exhibition for  
288 organized shows or for the enjoyment of the species. However, a combination hobby  
289 cattery/kennel license may be issued where the total number of cats and dogs exceeds the  
290 number otherwise allowed in K.C.C. Title 21A.

291 ((L.)) M. "Hobby kennel" means a noncommercial kennel at or adjoining a  
292 private residence where four or more adult dogs are bred or kept for any combination of  
293 hunting, training and exhibition for organized shows, for field, working or obedience  
294 trials or for the enjoyment of the species. However, a combination hobby cattery/kennel  
295 license may be issued where the total number of cats and dogs exceeds the number  
296 otherwise allowed in K.C.C. Title 21A.

297 ((M.)) N. "Juvenile" means any dog or cat, altered or unaltered, that is under six  
298 months old.

299 ~~(N-)~~ O. "Kennel" means a place where four or more adult dogs are kept,  
300 whether by owners of the dogs or by persons providing facilities and care, whether or not  
301 for compensation, but not including a pet shop. An adult dog is one of either sex, altered  
302 or unaltered, that is at least six months old.

303 ~~(O-)~~ P. "Livestock" has the same meaning as in K.C.C. 21A.06.695.

304 ~~(P-)~~ Q. "Owner" means any person having an interest in or right of possession  
305 to an animal. "Owner" also means any person having control, custody or possession of  
306 any animal, or by reason of the animal being seen residing consistently at a location, to an  
307 extent such that the person could be presumed to be the owner.

308 ~~(Q-)~~ R. "Pack" means a group of two or more animals running upon either  
309 public or private property not that of its owner in a state in which either its control or  
310 ownership is in doubt or cannot readily be ascertained and when the animals are not  
311 restrained or controlled.

312 ~~(R-)~~ S. "Person" means any individual, partnership, firm, joint stock company,  
313 corporation, association, trust, estate or other legal entity.

314 ~~(S-)~~ T. "Pet" means a dog or a cat or any other animal required to be licensed by  
315 this chapter. "Dog," "cat" and "pet" may be used interchangeably.

316 ~~(T-)~~ U. "Pet shop" means any person, establishment, store or department of any  
317 store that acquires live animals, including birds, reptiles, fowl and fish, and sells or rents,  
318 or offers to sell or rent, the live animals to the public or to retail outlets.

319 ~~(U-)~~ V. "Private animal placement permit ~~((individual))~~" means a permit or  
320 permits issued to qualified persons or organizations engaged in fostering dogs and cats,  
321 ~~((who meet certain requirements))~~ to allow ~~((the persons))~~ them to possess more dogs and

322 cats than is otherwise specified in K.C.C. Title 21A. (~~Persons holding an individual~~  
323 ~~private animal placement permit and fostering dogs and cats must locate an adoptive~~  
324 ~~home for a dog or cat within six months of acquisition of the dog or cat.))~~

325 ~~((V. "Private animal placement permit—organizational" means permits issued to~~  
326 ~~organizations engaged in fostering dogs and cats, the organizations having first met~~  
327 ~~certain requirements. These organizations may distribute these permits to individuals~~  
328 ~~who will foster the dogs and cats in their homes. The permits will allow the individuals~~  
329 ~~to possess more dogs and cats than is specified in K.C.C. Title 21A. The organizations~~  
330 ~~must be approved by the manager of the animal care and control section, and their permit~~  
331 ~~holders must locate an adoptive home for a dog or cat within six months of acquisition of~~  
332 ~~the dog or cat.))~~

333 W. "Running at large" means to be off the premises of the owner and not under  
334 the control of the owner, or competent person authorized by the owner, either by leash,  
335 verbal voice or signal control.

336 X. "Service animal" means any animal that is trained or being trained to aid a  
337 person who is blind, hearing impaired or otherwise disabled and is used for that purpose  
338 and is registered with a recognized service animal organization.

339 Y. "Shelter" means a facility that is used to house or contain stray, homeless,  
340 abandoned or unwanted animals and that is owned, operated or maintained by a public  
341 body, an established humane society, animal welfare society, society for the prevention  
342 of cruelty to animals or other nonprofit organization or person devoted to the welfare,  
343 protection and humane treatment of animals.

344 Z. "Special hobby kennel license" means a license issued under certain  
345 conditions to pet owners, who do not meet the requirements for a hobby kennel license,  
346 to allow them to retain only those specific dogs and cats then in their possession until  
347 such time as the death or transfer of the animals reduces the number they possess to the  
348 legal limit in K.C.C. Title 21A, the King County zoning code.

349 AA. "Under control" means the animal is either under competent voice control or  
350 competent signal control, or both, so as to be restrained from approaching any bystander  
351 or other animal and from causing or being the cause of physical property damage when  
352 off a leash or off the premises of the owner.

353 BB. "Vicious" means having performed the act of, or having the propensity to do  
354 any act, endangering the safety of any person, animal or property of another, including,  
355 but not limited to, biting a human being or attacking a human being or domesticated  
356 animal without provocation.

357 SECTION 12. Ordinance 1396 Article II, Section 1, as amended, and K.C.C.  
358 11.04.030 are hereby amended to read as follows:

359 A. All dogs and cats eight weeks old and older that are harbored, kept or  
360 maintained in King County shall be licensed and registered ~~((annually))~~. Licenses shall  
361 be renewed on or before the date of expiration.

362 B. Upon application and the payment of a license fee made payable to the King  
363 County treasury according to the schedule provided in K.C.C. 11.04.035, ((P))pet  
364 licenses shall be issued by the ((animal care and control)) regional animal services  
365 section and may be issued by shelters, veterinarians, pet shops, catteries and kennels and  
366 other approved locations ((upon application and the payment of a license fee made

367 payable to the department of finance according to the schedule provided in K.C.C.  
368 11.04.035)), under with contract with the county.

369 1. Pet licenses for ~~((unaltered))~~ dogs and cats shall be valid for a term of one  
370 year from issuance, expiring on the last day of the twelfth month. ~~((Pet licenses for  
371 altered dogs and cats shall be valid for one year, expiring on the last day of the twelfth  
372 month.))~~ There is no proration of any license fees. Renewal licenses shall retain the  
373 original expiration period whether renewed before, on or after their respective renewal  
374 months.

375 2. Juvenile licenses ~~((must))~~ may be obtained in lieu of an unaltered pet license  
376 for pets from eight weeks to six months old.

377 3. King County residents sixty-five years old or older may purchase a  
378 discounted pet license for their cats or dogs that are neutered or spayed and that are  
379 maintained at the registered owner's registered address. Residents sixty-five years old or  
380 older who have previously obtained a special permanent license for ~~((the lifetime of))~~  
381 their cats or dogs ~~((that are neutered or spayed and for which they are the registered~~  
382 owners when the animals are maintained at the owners' registered addresses. Those  
383 residents)) shall not be required to ~~((annually))~~ purchase a new license for ~~((the lifetime~~  
384 ~~of))~~ the permanently licensed animals ~~((though no person shall be issued more than three~~  
385 special permanent animal licenses for any combination of three cats and dogs for which  
386 the person is the registered owner)).

387 4. Disabled residents that meet the eligibility requirements of the Metro regional  
388 reduced fare permit program authorized in K.C.C. chapter 28.94 may purchase a



389 discounted pet license for their cats or dogs that are neutered or spayed and that are  
390 maintained at the registered owner's registered address.

391 5. Applications for a pet license shall be on forms provided by the ~~((animal care~~  
392 ~~and control))~~ regional animal services section.

393 ~~((5.))~~ 6. License tags shall be worn by dogs at all times. As an alternative to a  
394 license tag, a dog or cat may be identified as licensed by being tattooed on its right ear or  
395 on its inside right thigh or groin with a license number approved or issued by the ~~((animal~~  
396 ~~care and control))~~ regional animal services section.

397 ~~((6.))~~ 7. Owners of dogs or cats who hold valid licenses from other jurisdictions  
398 and who move into King County may transfer the license by paying a transfer fee. The  
399 license shall maintain the original license's expiration date.

400 ~~((7.))~~ 8. It is a violation of this chapter for any person to sell or transfer  
401 ownership of any pet without a pet license. The ~~((King County animal care and control~~  
402 ~~authority))~~ regional animal services section shall be notified of the name, address and  
403 telephone number of the new owner by the person who sold or transferred the pet.

404 ~~((8.))~~ 9. An applicant may be denied the issuance or renewal of a pet license, if  
405 the applicant was previously found in violation of the animal cruelty provisions of K.C.C.  
406 11.04.250 or convicted of animal cruelty under RCW 16.52.205 or 16.52.207.

407 a. An applicant may be denied the issuance or renewal of a pet license for up  
408 to:

409 (1) four years, if found in violation of the animal cruelty provisions of K.C.C.  
410 11.04.250 or convicted of a misdemeanor under RCW 16.52.207; or

411 (2) indefinitely, if convicted of a felony under RCW 16.52.205.

412           b. Any applicant who is either (~~or both~~) the subject of a notice and order  
413 under K.C.C. 11.04.250 or charged with animal cruelty under RCW 16.52.205 or  
414 16.52.207, (~~or both~~), may have the issuance or renewal of their pet license denied  
415 pending the final result of either the notice and order or charge(~~or both~~).

416           (~~9.~~) 10. The denial of the issuance or renewal of a pet license is subject to  
417 appeal, in accordance with K.C.C. 11.04.270.

418           (~~10.~~) 11. Cat or dog owners are subject to a penalty according to the schedule  
419 in K.C.C. 11.04.035 for failure to comply with the licensing requirement in subsection A.  
420 of this section (~~only if the owner fails to immediately license his or her dog or cat when~~  
421 ~~the animal care and control section offers the owner the opportunity to do so~~).

422           C. A late (~~penalty~~) fee shall be charged on all pet license applications,  
423 according to the schedule provided in K.C.C. 11.04.035.

424           D. All fees and fines collected under this chapter shall be deposited in the  
425 (~~county current expense~~) general fund (~~and shall be distributed according to K.C.C.~~  
426 ~~11.04.035~~) to be applied solely to regional animal services. The records and licensing  
427 services division is authorized to accept credit and bank card payments for fees and  
428 penalties imposed under this title, in accordance with K.C.C. chapter 4.100.

429           E. It is a violation of this chapter for any person to knowingly issue a check for  
430 which funds are insufficient or to stop payment on any check written in payment of fees  
431 in this chapter. Any license or penalty paid for with those types of checks are, in the case  
432 of the license, invalid; and in the case of the penalty, still outstanding. Costs incurred by  
433 the county in collecting checks of this nature shall be considered a cost of abatement and  
434 are personal obligations of the animal owner under K.C.C. 11.04.300.

435 F. Except for subsection G., ((F))this section shall not apply to dogs or cats in the  
436 custody of a veterinarian or ~~((animal))~~ shelter or whose owners are nonresidents  
437 temporarily within the county for a period not exceeding thirty days.

438 G. Veterinarians and shelters that sell or give away a dog or cat without a license  
439 shall make license application materials available to the new pet owner and shall provide  
440 the regional animal services section monthly with the list of list of information required  
441 by K.C.C. 11.04.070 for any dogs and cats given away or sold.

442 SECTION 13. Ordinance 10423, Section 3, as amended, and K.C.C. 11.04.033  
443 are hereby amended to read as follows:

444 All ~~((animal shelters, kennels, catteries,))~~ hobby kennels~~((,))~~ and hobby  
445 ~~catteries((, pet shops and grooming services))~~ must be licensed by the ~~((animal care and~~  
446 ~~control authority))~~ regional animal services section. Licenses shall be valid for one year  
447 from the date of application. Fees shall be assessed as provided in K.C.C. 11.04.035.  
448 There is no proration of the license fee. Renewal licenses shall retain the original  
449 expiration date whether renewed on or after their respective renewal month. ~~((Any~~  
450 ~~person or persons who engage in more than one of the services or maintains more than~~  
451 ~~one of the types of facilities cited in this section shall pay license fees as provided in~~  
452 ~~K.C.C. 11.04.035. Veterinarians shall obtain the required licenses for any service other~~  
453 ~~than a service that by law may be performed only by a veterinarian, but no such a license~~  
454 ~~shall be required for veterinarians' possession of animals solely for the purposes of~~  
455 ~~veterinary care.))~~ Issuance of a license under this section shall not excuse any  
456 requirement to obtain a private animal placement permit.



Ordinance

---

a.	Operating alone	\$150.00
b.	When operated in conjunction with pet shop or kennel or veterinarian	\$150.00
10.	Guard dog registration	\$100.00
11.	Exotic pet	
a.	New	\$500.00
b.	Renewal	\$250.00
12.	Service animal	no charge
13.	K-9 police dog	no charge))
6.	<u>Guard dog registration</u>	<u>\$100.00</u>
7.	<u>Exotic pet</u>	
a.	<u>New</u>	<u>\$500.00</u>
b.	<u>Renewal</u>	<u>\$250.00</u>
8.	<u>Service animal</u>	<u>no charge</u>
9.	<u>K-9 police dog</u>	<u>no charge</u>
10.	<u>The following late fees shall apply to license renewal applications:</u>	
a.	<u>received 45 to 90 days following license expiration</u>	<u>\$15.00</u>
b.	<u>received 90 to 135 days following license expiration</u>	<u>\$20.00</u>
c.	<u>received more than 135 days following license expiration</u>	<u>\$30.00</u>
d.	<u>received more than 365 days following license expiration</u>	<u>\$30.00</u>

plus  
license  
fee(s) for  
any  
year(s)  
that the  
pet was  
unlicensed

B. The following business and activity permit fees apply:

- |                              |  |  |
|------------------------------|--|--|
| <u>1.</u>                    | <u>Hobby kennel and hobby cattery license</u>                            | <u>\$50.00</u>                         |
| <del>((14.))</del> <u>2.</u> | <del>((Individual private))</del> <u>Private animal placement permit</u> | <del>\$((25.00))</del><br><u>15.00</u> |
| <del>((15.))</del>           | <del>Organizational private animal placement permit</del>                | <del>\$10.00</del>                     |

~~B. The following late fees are applicable to license renewal applications as provided in this chapter:~~

- |               |   |                    |
|---------------|---|--------------------|
| <del>1.</del> | <del>Received after forty five days of license expiration but before ninety days or failure to comply with K.C.C. 11.04.030.C</del> | <del>\$15.00</del> |
| <del>2.</del> | <del>Received after ninety days of license expiration, but before one hundred thirty five days</del>                                | <del>\$20.00</del> |
| <del>3.</del> | <del>After one hundred thirty five days of license expiration the pet shall be considered unlicensed.))</del>                       |                    |
| <u>3.</u>     | <u>Private animal placement permit for individuals or</u>   | <u>no charge</u>   |

organizations that foster animals from the King County animal shelter

- C. The following civil penalties shall be assessed:
- |    |  |                      |
|----|--|----------------------|
| 1  | <u>Civil penalties: General</u> ( <del>(Dog leash law violations</del> | \$25.00              |
| a. | <del>First notice</del>  |                      |
| b. | <del>Successive violations within one year</del>                       | <del>\$50.00))</del> |
| a. | <u>No previous similar code violation within one year</u>              | <u>\$50.00</u>       |
| b. | <u>One previous similar code violation within one year</u>             | <u>\$100.00</u>      |
| c. | <u>Two or more similar code violations within one year</u>             | <u>Double</u>        |
|    |  | <u>the rate of</u>   |
|    |  | <u>the</u>           |
|    |  | <u>previous</u>      |
|    |  | <u>penalty,</u>      |
|    |  | <u>up to a</u>       |
|    |  | <u>maximum</u>       |
|    |  | <u>of</u>            |
|    |  | <u>\$1000.00</u>     |
| 2. | <u>Civil penalties: Vicious animal or animal cruelty violations</u>    |                      |
| a. | <u>First violation within one year</u>                                 | <u>\$500.00</u>      |
| b. | <u>Subsequent violations within one year</u>                           | <u>\$1000.00</u>     |
| 3. | <u>Civil penalties: Dog leash law violations</u>                       |                      |
| a. | <u>First violation within one year</u>                                 | <u>\$25.00</u>       |

b.	<u>Additional violations within one year</u>	\$50.00
<del>((2-</del>	<del>Civil penalties</del>	<del>Maximum</del>
		<del>\$1,000.00</del>
<del>3-)) 4.</del>	<del>Civil penalties: Animal abandonment</del>	<del>\$500.00</del>
<del>((4-)) 5.</del>	<del>Civil penalties: Unlicensed cat or dog</del>	<del>(((\$75.00))</del>
<del>a.</del>	<del>Altered cat or dog</del>	<del>\$125.00</del>
<del>b.</del>	<del>Unaltered cat or dog</del>	<del>\$250.00</del>
D.	The following service fees apply( <del>(as provided in this chapter))</del> ):	
1.	Adoptions - per animal, <u>including licensing and spaying or</u>	<del>(((\$75.00))</del>
	<u>neutering of the animal</u>	<del>\$75.00 -</del>
		<del>\$250.00</del>
		<del>based</del>
		<del>upon</del>
		<del>adoptabilit</del>
		<del>y</del>
	<del>((This is a one price fee that includes the fee for adopting an</del>	
	<del>animal, the license fee and the spaying or neutering of the</del>	
	<del>animal))</del>	
2.	Spay or neuter deposit - per animal as required in K.C.C.	<del>\$((50.00))</del>
	11.04.210.B.1.a.	<del>150.00</del>
3.	Impound or redemption <u>- dogs, cats or other small animals</u>	
a.	<del>((Dog, cats other small animals first offense))</del> <u>First impound</u>	\$45.00



	<u>within one year</u>	
b.	Second <del>((offense,))</del> <u>impound</u> within one year	\$85.00
c.	Third <del>((offense))</del> <u>impound</u> within one year	<del>\$((90.00))</del> <u>125.00</u>
<del>((b-))</del> 4.	<u>Impound or redemption - Livestock</u>	\$100.00 <u>or</u> <u>actual cost</u> <u>of</u> <u>sheltering,</u> <u>whichever</u> <u>is greater</u>
<del>((4-))</del> 5.	<u> kenneling at King County animal shelter - per 24 hours or</u> portion thereof	<del>\$((12.00))</del> <u>20.00</u>
<del>((5-))</del> 6.	In-field pick up of an owner's deceased unlicensed pet or pick up of an unlicensed pet released voluntarily to <del>((animal care</del> <u>and control))</u> <u>the regional animal services section</u>	<del>\$((20.00))</del> <u>75.00</u>
<del>((6-))</del> 7.	Owner-requested euthanasia (unlicensed pets)	<del>\$((20.00))</del> <u>50.00</u>
<del>((7-))</del> 8.	Optional microchipping for adopted pets	\$25.00

459            SECTION 15. Ordinance 1396 Article II Section 3, as amended, and K.C.C.

460 11.04.050 are hereby amended to read as follows:

461            A. ~~((The applicant for an original animal shelter, cattery, pet shop, grooming~~  
462 ~~service or kennel license shall present to the animal care and control authority a written~~  
463 ~~statement from the county department of development and environmental services that~~

464 ~~the establishment of the animal shelter, cattery, pet shop, grooming service or kennel at~~  
465 ~~the proposed site is not in violation of K.C.C. Title 21A, the King County zoning code, or~~  
466 ~~has a legal nonconforming zoning status, or a conditional use permit has been issued for~~  
467 ~~the intended use.~~

468 ~~B. Before an animal shelter, cattery))~~ Shelters, catteries, pet shops, grooming  
469 services ((or)) and kennels ((license may be issued by the animal care and control  
470 authority, a certificate of inspection from)) shall comply with the licensing requirements  
471 of the Seattle-King County ((health)) department ((or King County animal care and  
472 control section must be issued showing that the animal shelter, cattery, pet shop,  
473 grooming service or kennel is in compliance with K.C.C. 11.04.080, 11.04.090,  
474 11.04.100 and 11.04.110)) of public health.

475 SECTION 16. Ordinance 1396, Article II, Section 4, as amended, and K.C.C.  
476 11.04.060 are hereby amended to read as follows:

477 A. It is unlawful for any person to keep and maintain any ~~((dog or cat within the~~  
478 ~~county for the purposes of a))~~ hobby kennel or hobby cattery without ~~((annually~~  
479 ~~obtaining))~~ a valid and subsisting license therefor. The fee for such an annual license  
480 shall be assessed upon the owner or keeper of the animals and shall be as provided in  
481 K.C.C. 11.04.035. In addition, each animal that is maintained at a hobby kennel or hobby  
482 cattery shall be licensed individually under K.C.C. 11.04.030.B.

483 B. Any hobby kennel or hobby cattery license shall limit the total number of  
484 adult dogs and cats ((over six months old)) kept by the hobby kennel or hobby cattery  
485 based on ~~((the following guidelines))~~:

486 1. Animal size;

- 487           2. Type and characteristics of the breed;
- 488           3. The amount of lot area, though the maximum number shall not exceed:
- 489               a. twenty-five where the lot area contains five acres or more;
- 490               b. ten where the lot area contains thirty-five thousand square feet but less than
- 491 five acres; and
- 492               c. five where the lot area is less than thirty-five thousand square feet;
- 493           4. The facility specifications and dimensions in which the dogs and cats are to
- 494 be maintained;
- 495           5. The zoning classification in which the hobby kennel or hobby cattery would
- 496 be maintained.
- 497           C. The following are requirements for hobby kennels and hobby catteries:
- 498               1. All open run areas shall be completely surrounded by a six-foot fence set
- 499 back at least twenty feet from all property lines, though this requirement may be modified
- 500 for hobby catteries as long as the open run area contains the cats and prohibits the
- 501 entrance of children. For purposes of this section, "open run area" means that area,
- 502 within the property lines of the premises on which the hobby kennel or hobby cattery is to
- 503 be maintained, where the dogs and cats are sheltered or maintained. If there is no area set
- 504 aside for sheltering or maintaining the dogs within the property lines of the premises the
- 505 twenty foot setback does not apply. The property lines of premises not containing an
- 506 open run area must be completely surrounded by a six-foot fence;
- 507               2. No commercial signs or other appearances advertising the hobby kennel or
- 508 hobby cattery are permitted on the property except for the sale of the allowable offspring
- 509 set forth in this section;

510           3. The manager of the ((~~animal care and control~~)) regional animal services  
511 section may require setback, additional setback, fencing, screening or soundproofing as  
512 the manager deems necessary to ensure the compatibility of the hobby kennel or hobby  
513 cattery with the surrounding neighborhood. Factors to be considered in determining the  
514 compatibility are:

515           a. statements regarding approval or disapproval of surrounding neighbors  
516 relative to maintenance of a hobby kennel or hobby cattery at the address applied for;

517           b. history of verified animal care and control complaints relating to the dogs  
518 and cats of the applicant at the address for which the hobby kennel or hobby cattery is  
519 applied for;

520           c. facility specifications or dimensions in which the dogs and cats are to be  
521 maintained;

522           d. animal size, type and characteristics of breed; and

523           e. the zoning classification of the premises on which the hobby kennel or  
524 hobby cattery is maintained;

525           4. The hobby kennel or hobby cattery shall limit dog and cat reproduction to no  
526 more than one litter per license year per female dog and two litters per license year per  
527 female cat; and

528           5. Each dog and cat in the hobby kennel or hobby cattery shall have current and  
529 proper immunization from disease according to the dog's and cat's species and age. The  
530 immunizations shall consist of distemper, ((~~hepatitis~~)) hepatitis, leptospirosis,  
531 parainfluenza and parvo virus (DHLPP) inoculation for dogs over three months old and  
532 feline herpes virus 1, calicivirus and panleukopenia virus (FVRCP) inoculation for cats

533 over two months old and rabies inoculations for all dogs and cats over ~~((six))~~ four months  
534 old.

535 D. A hobby kennel or hobby cattery license may be issued ~~((Θ))~~ only when the  
536 manager of the ~~((animal care and control))~~ regional animal services section is satisfied  
537 that the requirements of K.C.C. 11.04.060C.1. through 5. have been met ~~((, a hobby  
538 kennel or hobby cattery license may be issued))~~. The license ~~((shall continue in full force  
539 throughout the license year unless, at anytime, the hobby kennel or hobby cattery is  
540 maintained in such a manner as to:~~

541 ~~1. Exceed))~~ may be terminated if the number of dogs and cats exceeds the  
542 number allowed ~~((at the hobby kennel by the animal care and control))~~ by the regional  
543 animal services section ~~((;))~~ or

544 ~~((2. Fail))~~ if the facility fails to comply with any of the requirements of K.C.C.  
545 11.04.060 C.1. through 5.

546 E.1. Persons owning a total number of dogs and cats exceeding three, who do not  
547 meet the requirements for a hobby kennel license, may be eligible for special hobby  
548 kennel license to be issued at no cost by the ~~((animal care and control authority))~~ regional  
549 animal services section, which shall allow them to retain the specific animals then in their  
550 possession, but only if the following conditions are met:

551 a. the applicant must apply for the special hobby kennel license and individual  
552 licenses for each dog and cat by July 6, 1992, or at the time they are contacted by an  
553 animal care and control officer, King County license inspector or King County pet license  
554 canvasser; and

555           b. the applicant is keeping the dogs and cats for the enjoyment of the species,  
556 and not as a commercial enterprise.

557           2. The special hobby kennel license shall only be valid for those specific dogs  
558 and cats in the possession of the applicant at the time of issuance, and is intended to allow  
559 pet owners to possess animals beyond the limits otherwise imposed by K.C.C. Title 21A  
560 until such a time as the death or transfer of the animals reduces the number possessed to  
561 the legal limit set forth in K.C.C. Title 21A.

562           3. The manager of the ~~((animal care and control))~~ regional animal services  
563 section may deny any application for a special hobby kennel license:

564           a. based on past Animal Care and Control Code violations by the applicant's  
565 dogs and cats or verified complaints from neighbors regarding the applicant's dogs and  
566 cats; or

567           b. if the animal or animals ~~((is [are]))~~ are maintained in inhumane conditions.

568           SECTION 17. Ordinance 1396, Article II, Section 5, as amended, and K.C.C.  
569 11.04.070 are hereby amended to read as follows:

570           Each animal shelter, kennel, hobby kennel, cattery, hobby cattery or pet shop shall  
571 provide the regional animal services section with a monthly list ~~((to the animal care and  
572 control authority, quarterly, based upon the calendar year,))~~ of all dogs and cats that it has  
573 given away or sold. The list shall include the origin, ~~((the))~~ age, sex, color, breed, altered  
574 status, microchip number and ((type)) license number of each dog or cat given away or  
575 sold and the new owner's name, ((and)) address, e-mail address and telephone number  
576 ~~((of the person to whom the dog, dogs, cat or cats was [were] given or sold)).~~

577            SECTION 18. Ordinance 1396, Article II, Section 6, as amended, and K.C.C.

578 11.04.080 are hereby amended to read as follows:

579            A. It shall be the duty of the director of the Seattle-King County department of  
580 public health or the director's agent or the manager of the ~~((animal care and control))~~  
581 regional animal services section or the manager's agent to make or cause to be made such  
582 an inspection as may be necessary to ~~((ensure))~~ determine compliance with K.C.C.  
583 11.04.090, 11.04.100 and 11.04.110. The owner or keeper of an animal shelter, kennel,  
584 cattery, grooming service or pet shop shall admit to the premises, for the purpose of  
585 making an inspection, any officer, agent or employee of the Seattle-King County  
586 department of public health or animal care and control authority at any reasonable time  
587 that admission is requested.

588            B. It is unlawful to keep, use or maintain within King County any animal shelter,  
589 kennel, cattery, grooming service or pet shop that is unsanitary, nauseous, foul or  
590 offensive, or in any way detrimental to public health or safety and not in compliance with  
591 K.C.C. 11.04.070, 11.04.090, 11.04.100 ~~((and))~~ or 11.04.110 ~~((and may be cause for~~  
592 ~~revocation or denial of the license))~~.

593            SECTION 19. Ordinance 1396, Article II, Section 12, as amended, and K.C.C.

594 11.04.140 are hereby amended to read as follows:

595            The manager of the ~~((animal care and control))~~ regional animal services section is  
596 authorized to promulgate rules and regulations not in conflict with this title as they  
597 pertain to the conditions and operations of animal shelters, hobby kennels, kennels,  
598 hobby catteries, catteries, pet shops and grooming parlors, guard dog purveyors, guard  
599 dog trainers and guard dog owners. The rules and regulations may be enacted only after

600 a public hearing has been held regarding the rules and regulations. Enforcement of these  
601 rules and regulations may be appealed to the county board of appeals.

602 SECTION 20. Ordinance 1396, Article II, Section 13, as amended, and K.C.C.  
603 11.04.150 are hereby amended to read as follows:

604 The ~~((animal care and control authority))~~ regional animal services section may, in  
605 addition to other penalties provided in this title, revoke, suspend or refuse to renew any  
606 ~~((animal shelter,))~~ hobby kennel, ~~((kennel, grooming parlor, pet shop))~~, hobby cattery,  
607 guard dog purveyor or guard dog trainer license or guard dog registration upon good  
608 cause or for failure to comply with any provision of this title. ~~((However,~~  
609 e))Enforcement of such a revocation, suspension or refusal shall be stayed during the  
610 pendency of an appeal filed in accordance with K.C.C. 11.04.260.

611 SECTION 21. Ordinance 1396, Article II, Section 14, as amended, and K.C.C.  
612 11.04.160 are hereby amended to read as follows:

613 ~~((No))~~ If an applicant has had a license or registration revoked or a renewal  
614 refused, the applicant shall not be issued ~~((an animal shelter,))~~ a hobby kennel license,  
615 ~~((kennel, grooming parlor, pet shop))~~ hobby cattery license, guard dog purveyor license,  
616 guard dog trainer license or guard dog registration ~~((who has previously had the license~~  
617 ~~or registration revoked or a renewal refused,))~~ for ~~((a period of))~~ one year after the  
618 revocation or refusal ~~((and until the applicant meets the requirements in K.C.C. 11.04.070~~  
619 ~~through 11.04.110 or any other provision of this title to the satisfaction of the animal care~~  
620 ~~and control authority)).~~

621 SECTION 22. Ordinance 10809, Section 3, as amended, and K.C.C. 11.04.165  
622 are hereby amended as follows:



623           A. Any person independently engaged in the fostering of dogs and cats who  
624 routinely possesses more dogs and cats than are otherwise allowed in K.C.C. Title 21A  
625 must obtain a ~~((n individual))~~ private animal placement permit from ~~((animal care and~~  
626 ~~control))~~ the regional animal services section. Permits shall be valid for one year from  
627 issuance and may not be transferred.

628           B. In order to qualify for a ~~((n individual))~~ private animal placement permit, an  
629 applicant must:

630           1. Maintain and care for dogs and cats in a humane and sanitary fashion, in  
631 compliance with K.C.C. 11.04.090.

632           2. ~~((Reside where the fostering of))~~ Foster the dogs and cats at a location that is  
633 compatible with the surrounding neighborhood.

634           3. Agree to return stray or lost animals to their owners in accordance with  
635 K.C.C. 11.04.210 before placing the animals in an adoptive home.

636           4. Agree to spay or neuter and license each dog or cat before placement into its  
637 new home and transfer the license of each animal to its adoptive owner.

638           5. Agree to coordinate their adoption process with ~~((animal care and control))~~  
639 the regional animal services section, including reporting on the disposition of each  
640 animal, and only adopting to owners who would qualify to adopt an animal from a King  
641 County animal care and control shelter based on the adoption procedures and guidelines  
642 used by the ~~((animal care and control authority))~~ regional animal services section.

643           C. ~~((Those))~~ Individuals or organizations holding a ~~((n individual))~~ private animal  
644 placement permit shall be allowed to possess five foster animals above the limit that  
645 would normally apply to their property under K.C.C. Title 21A.

646 Permit holders are required to locate an adoptive home for each dog or cat within  
647 six months of acquiring the dog or cat. If, after six months, an adoptive home has not  
648 been found for a dog or cat, the ~~((animal care and control authority))~~ regional animal  
649 services section shall review the situation to determine if the permit holder is complying  
650 with the permit. If the manager of the ~~((animal care and control))~~ regional animal  
651 services section ascertains that a good faith effort is being made to locate adoptive  
652 homes, a six-month extension may be granted.

653 The presence of juvenile animals shall not necessarily place a permit holder over  
654 their limit unless the manager of the ~~((animal care and control))~~ regional animal services  
655 section determines that juvenile animals are present in such large numbers as to otherwise  
656 place the permit holder out of compliance with the permit.

657 Holders of hobby kennel licenses shall be allowed to possess and foster five more  
658 animals than are allowed by the conditions of a hobby kennel permit.

659 D. The ~~((animal care and control authority))~~ regional animal services section may  
660 inspect the facilities of an applicant for a ~~((an individual))~~ private animal placement permit  
661 to determine whether or not such a permit shall be issued. In addition, the ~~((animal care~~  
662 ~~and control authority))~~ regional animal services section may periodically inspect the  
663 facilities of holders of ~~((individual))~~ private animal placement permits to ensure  
664 compliance with this section. The ~~((animal care and control authority))~~ regional animal  
665 services section may also deny or revoke permits based on any one or more of the  
666 following~~((:))~~:

667 1. A failure to meet the qualifications listed in subsections A. through C. of this  
668 section;

- 669           2. ~~((Animal))~~ Verified animal care and control complaints; and  
670           3. ~~((Complaints))~~ Verified complaints by neighbors regarding the ~~((maintenanece~~  
671 ~~of the individual))~~ failure to comply with private animal placement permit ~~((by~~  
672 ~~neighbors))~~ requirements.

673           SECTION 23. Ordinance 10809, Section 4, as amended, and K.C.C. 11.04.167  
674 are hereby amended as follows:

675           A. Any organization engaged in the fostering of dogs and cats whose members  
676 routinely or from time to time have in their possession up to five more dogs and cats than  
677 are otherwise allowed in K.C.C. Title 21A must obtain ~~((organizational))~~ private animal  
678 placement permits from ~~((animal care and control))~~ the regional animal services section  
679 for each of those members. Organizations may purchase up to five permits, or up to  
680 twenty permits per year. However, the manager of the ~~((animal care and control))~~  
681 regional animal services section may issue more than twenty permits to an organization  
682 when to do so would further the goals of the ~~((animal care and control))~~ regional animal  
683 services section and be in the public interest. Permits shall be valid for one year from  
684 issuance and may be transferred between members of the organization.

685           B. In order to qualify to distribute ~~((organizational))~~ private animal placement  
686 permits to its members, an organization must:

- 687           1. Be of a reputable nature and engaged in the fostering of animals solely for the  
688 benefit of the animals involved, and not as a commercial enterprise;
- 689           2. Agree to furnish animal care and control with the names, addresses and phone  
690 numbers of each of the holders of its permits~~((;))~~, including immediately furnishing this  
691 information when a transfer takes place; and

692           3. Agree that, to the best of their ability, they shall only ((issue)) distribute  
693 permits to individuals who ((will:  
694           ~~———— a. maintain and care for dogs and cats in a humane and sanitary fashion in~~  
695 ~~compliance with K.C.C. 11.04.090;~~  
696           ~~———— b. reside where the fostering of dogs and cats is compatible with the~~  
697 ~~surrounding neighborhood;~~  
698           ~~———— c. agree to return stray or lost animals to their owners in accordance with~~  
699 ~~K.C.C. 11.04.210 before placing the animals in an adoptive home;~~  
700           ~~———— d. spay or neuter and license each dog or cat and transfer the license of each~~  
701 ~~animal to its adoptive owner; and~~  
702           ~~———— e. coordinate their adoption process with animal care and control, including~~  
703 ~~reporting on the disposition of each animal, and only adopting to owners who would~~  
704 ~~qualify to adopt an animal from a King County animal care and control shelter based on~~  
705 ~~the adoption procedures and guidelines used by the animal care and control authority.~~  
706           ~~———— C. Those holding an organizational private animal placement permit shall be~~  
707 ~~allowed to foster up to five more dogs or cats above the limit that would normally apply~~  
708 ~~to their property under K.C.C. Title 21A. Holders of hobby kennel licenses shall be~~  
709 ~~allowed to foster five more animals than are allowed by conditions of a hobby kennel~~  
710 ~~permit.~~  
711           ~~———— Permit holders are required to locate an adoptive home for each dog or cat within~~  
712 ~~six months of acquiring the dog or cat. If, after six months, an adoptive home has not~~  
713 ~~been found for a dog or cat the animal care and control authority shall review the~~  
714 ~~situation to determine if the permit holder is complying with the permit. If the manager~~

715 of the animal care and control section ascertains that a good faith effort is being made to  
716 locate adoptive homes, a six-month extension may be granted.

717 ~~———— The presence of juvenile animals shall not necessarily place a permit holder over  
718 the limit of five foster animals beyond the limit that would normally apply to their  
719 property under K.C.C. 21A.30.020 unless the manager of the animal care and control  
720 section determines that juvenile animals are present in such large numbers as to place the  
721 permit holder out of compliance with the permit.~~

722 ~~———— D. The animal care and control authority may inspect the facilities of an applicant  
723 for an organizational private animal placement permit to determine whether or not such a  
724 permit shall be issued. In addition, the animal care and control authority may  
725 periodically inspect the facilities of holders of organizational private animal placement  
726 permits to ensure compliance with this section, and to determine whether or not the  
727 organization as a whole shall be allowed to continue fostering dogs and cats. The animal  
728 care and control authority may also deny or revoke permits based on any one or more of  
729 the following:~~

730 ~~———— 1. A failure to meet the qualifications in subsections A. through C of this  
731 section;~~

732 ~~———— 2. Animal care and control complaints; and~~

733 ~~———— 3. Complaints regarding the maintenance of the organizational private animal  
734 placement permit by neighbors shall comply with the requirements of K.C.C. 11.04.165.~~

735 SECTION 24. Ordinance 1396, Article III, Section 1, as amended, and K.C.C.  
736 11.04.170 are hereby amended to read as follows:

737           A. The manager of the ((~~animal care and control authority~~)) regional animal  
738 services section and the animal care and control officers are authorized to take such  
739 lawful action as may be required to enforce this chapter, Ordinance 10870, as amended,  
740 and K.C.C. Title 21A, as they pertain to the keeping of animals, and the laws of the state  
741 of Washington as the laws pertain to animal cruelty, shelter, welfare and enforcement of  
742 control.

743           B. The manager of the ((~~animal care and control authority~~)) regional animal  
744 services section or animal care and control officers shall not enter a building designated  
745 for and used for private purposes, unless a proper warrant has first been issued upon a  
746 showing that the officer has reasonable cause to believe an animal is being maintained in  
747 the building in violation of this chapter.

748           C. The manager of the ((~~animal care and control authority~~)) regional animal  
749 services section and animal care and control officers, while pursuing or observing any  
750 animal in violation of this chapter, may enter upon any public or private property, except  
751 any building designated for and used for private purposes, for the purpose of abating the  
752 animal violation being pursued or observed.

753           D. No person shall deny, prevent, obstruct or attempt to deny, prevent or obstruct  
754 an animal care and control officer from pursuing any animal observed to be in violation  
755 of this chapter. Further, no person shall fail or neglect, after a proper warrant has been  
756 presented, to promptly permit the manager of the ((~~animal care and control~~)) regional  
757 animal services section or an animal care and control officer to enter private property to  
758 perform any duty imposed by this chapter. Any person violating this subsection is guilty  
759 of a misdemeanor.

760            SECTION 25. Ordinance 1396, Article III, Section 2, as amended, and K.C.C.  
761 11.04.180 are hereby amended to read as follows:

762            All violations of this chapter are detrimental to the public health, safety and  
763 welfare and are public nuisances. All conditions that are determined after review by the  
764 manager of the (~~(animal care and control)~~) regional animal services section to be in  
765 violation of this chapter shall be abated.

766            SECTION 26. Ordinance 1396, Article III, Section 5, as amended, and K.C.C.  
767 11.04.210 are hereby amended as follows:

768            A. The (~~(manager)~~) manager of the (~~(animal care and control)~~) regional animal  
769 services section and the manager's authorized representatives may apprehend any animals  
770 found doing any of the acts defined as a public nuisance or being subjected to cruel  
771 treatment as defined by law. After the animal(~~(s are)~~) is apprehended, the (~~(animal care~~  
772 ~~and control authority)~~) regional animal services section shall ascertain whether (~~(they~~  
773 ~~are)~~) the animal is licensed or otherwise identifiable. If reasonably possible, the (~~(animal~~  
774 ~~care and control authority)~~) regional animal services section shall return the animal to the  
775 owner together with a notice of violation of this chapter.

776            1. If it is not reasonably possible to immediately return a currently licensed  
777 animal to its owner, the (~~(animal care control authority)~~) regional animal services section  
778 shall notify the owner within a reasonable time by regular mail or telephone that the  
779 animal has been impounded and may be redeemed. Any currently licensed animal  
780 impounded in accordance with this chapter shall be held for the owner at least one  
781 hundred twenty hours, after telephone contact by the impounding agency or for at least  
782 two weeks after posting of the notification of impoundment by regular mail(~~(;)~~).

783 ((a)) 2. Any other animal impounded in accordance with this chapter shall be held for  
784 its owner at least seventy-two hours from the time of impoundment. ~~((The county shall  
785 not sell any animals to research institutes or licensed dealers for research purposes.))~~

786 3. Any animal suffering from serious injury or disease may be euthanized.

787 4. ~~((or, in))~~ At the discretion of the impounding authority, any animal may be  
788 held for a longer period than otherwise specified in this section and redeemed by any  
789 person on payment of charges not exceeding those prescribed in this chapter.

790 B. Any animal not redeemed shall be treated in one of the following ways:

791 1. Made available for adoption at ~~((a))~~ the fee ~~((of seven dollars and fifty cents  
792 per animal as))~~ provided in K.C.C. 11.04.035.

793 a. ~~((Any person may adopt an animal impounded in accordance with this  
794 chapter when all billable costs, redemption fees, penalties and boarding costs incurred in  
795 the impoundment are made payable to the manager of finance and business operations,  
796 which may be accepted by the animal care and control authority acting as agent for the  
797 county.))~~ As provided in K.C.C. ~~((11.04.035))~~ 11.04.400, all dogs and cats ~~((over six  
798 months old))~~ adopted from the King County animal shelter shall be spayed or neutered  
799 before adoption, except that, persons adopting a juvenile may elect not to spay or neuter  
800 the animal at the time of adoption if such persons purchase a juvenile license and pre-  
801 purchase an adult altered license, effective the month that the animal would become six  
802 months of age. Such persons shall also pay ~~((A))~~ a spay or neuter deposit ~~((shall be  
803 charged for dogs and cats under six months old that are too young to be spayed or  
804 neutered before adoption. This deposit))~~ that shall be returned to the adopting person  
805 upon submission of proof that the sterilization was performed within six months from the



806 adoption. Failure to spay or neuter such a dog or cat is a violation of this chapter and a  
807 breach of the adoption contract and shall result in the forfeiture of the adoption and return  
808 of the dog or cat to King County animal care and control for the required spaying or  
809 neutering. Persons adopting a juvenile dog or cat that is spayed or neutered may  
810 purchase an adult altered license at the time of adoption, effective for one year.

811           b. The manager of the ~~((animal care and control))~~ regional animal services  
812 section may ~~((set))~~ adopt administrative rules regarding the adoption of animals from  
813 King County shelters; ~~((or))~~

814           2. Transferred to another animal welfare organization for adoption;

815           3. Entered into foster care; or

816           4. Euthanized.

817           C. The county shall not sell any animals for the purposes of medical research to  
818 any research institute or any other purchasers.

819           D.1. Any unaltered dog or cat impounded more than once shall be spayed or  
820 neutered ~~((by either))~~:

821           a. by the ~~((animal care and control authority)) regional animal services section~~  
822 before the release of the dog or cat; or

823           b. at the request of the owner, ~~((by the owner of the dog or cat)) after release of~~  
824 the dog or cat to the owner, but only if the owner agrees to pay a cash deposit of two  
825 hundred fifty dollars and provides proof of neutering or spaying on a form provided by  
826 the county. In order for the deposit to be refunded to the owner, the form must be  
827 certified by a licensed veterinarian within ~~((five)) ten~~ days of release of the dog or cat to  
828 the owner. If proof of neutering or spaying is not provided within ~~((five)) ten~~ days, the

829 ~~((animal care and control authority))~~ regional animal services section may again impound  
830 the dog or cat to ~~((ensure))~~ verify that it is spayed or neutered. If the animal is not spayed  
831 or neutered, the regional animal services section may spay or neuter the animal before it  
832 is released to the owner.

833 2. If the dog or cat is spayed or neutered by the ~~((animal care and control~~  
834 ~~authority))~~ regional animal services section, the cost of the spay or neuter shall be  
835 charged to the owner upon redemption but shall be deducted from the impound and  
836 redemption fees otherwise required under this chapter.

837 SECTION 27. Ordinance 1396, Article III, Section 6, as amended, and K.C.C.  
838 11.04.220 are hereby amended to read as follows:

839 Notwithstanding the existence or use of any other remedy, the manager of the  
840 ~~((animal care and control))~~ regional animal services section may seek legal or equitable  
841 relief to enjoin acts or practices and abate any conditions that constitute a violation of this  
842 chapter or other regulations adopted under this chapter.

843 SECTION 28. Ordinance 1396, Article III, Section 8, as amended, and K.C.C.  
844 11.04.250 are hereby amended to read as follows:

845 A. It is unlawful for any person to:

846 1. Willfully and cruelly injure or kill any animal by any means causing it fright  
847 or pain;

848 2. By reason of neglect or intent to cause or allow any animal to endure pain,  
849 suffering or injury or to fail or neglect to aid or attempt alleviation of pain, suffering or  
850 injury the person has so caused to any animal;

851           3. Lay out or expose any kind of poison, or to leave exposed any poison food or  
852 drink for humans, animals or fowl, or any substance or fluid whatever whereon or  
853 wherein there is or shall be deposited or mingled, any kind of poison or deadly substance  
854 or fluid whatever, on any premises, or in any unenclosed place, or to aid or abet any  
855 person in so doing, unless in accordance with RCW 16.52.190; and

856           4. Abandon any domesticated animal by dropping off or leaving the animal on  
857 the street, road or highway, in any other public place or on the private property of  
858 another.

859           B. The ~~((animal care and control))~~ regional animal services section shall keep a  
860 database containing the names of all persons who are either ~~((or both))~~ found in violation  
861 of K.C.C. 11.04.250 or charged or convicted of animal cruelty under either RCW  
862 16.52.205 or 16.52.207~~((, or both))~~. Further, the ~~((animal care and control))~~ regional  
863 animal services section shall coordinate with law enforcement, when necessary, to keep  
864 this database current.

865           SECTION 29. Ordinance 1396, Article III, Section 9, as amended, and K.C.C.  
866 11.04.260 are hereby amended as follows:

867           A. Whenever the manager of the ~~((animal care and control))~~ regional animal  
868 services section or animal care and control officer has found an animal maintained in  
869 violation of this chapter, the manager of the ~~((animal care and control))~~ regional animal  
870 services section shall commence proceedings to cause the abatement of each violation.

871           B. The manager of the ~~((animal care and control))~~ regional animal services  
872 section or animal care and control officer shall issue a notice of violation and an order

873 directed to the owner or the person presumed to be the owner of the animal maintained in  
874 violation of this chapter. The notice and order shall contain:

875 1. The name and address if known of the owner or person presumed to be the  
876 owner of the animal in violation of this chapter;

877 2. The license number, if available, and description of the animal in violation  
878 sufficient for identification;

879 3. A statement to the effect that the manager or animal care and control officer  
880 has found the animal maintained illegally with a brief and concise description of the  
881 conditions, which caused the animal to be in violation of this chapter, including reference  
882 to the specific sections of code or statute violated and, where relevant, reference to the  
883 specific sections of code or statute authorizing removal of the animal;

884 4. A statement of the action required to be taken to abate the violation, as  
885 determined by the manager of the ~~((animal care and control))~~ regional animal services  
886 section.

887 a. If the manager has determined the animal in violation must be disposed  
888 ~~((with))~~ of, the order shall require that the abatement be completed within a specified  
889 time from the order as determined by the manager to be reasonable;

890 b. If the manager of the ~~((animal care and control))~~ regional animal services  
891 section determined to assess a civil penalty, the order shall require that the penalty shall  
892 be paid within fourteen days from the order.

893 5. Statements advising that if any required abatement is not commenced within  
894 the time specified, the manager of the ~~((animal care and control))~~ regional animal

895 services section shall proceed to cause abatement and charge the costs thereof against the  
896 owner;

897 6. Statements advising:

898 a. that a person having a legal interest in the animal may appeal from the  
899 notice of violation and order or any action of the manager of the ((~~animal care and~~  
900 ~~control~~)) regional animal services section to the board of appeals, but only if the appeal is  
901 made in writing as provided by this chapter and filed with the manager of the ((~~animal~~  
902 ~~care and control~~)) regional animal services section within fourteen days from the service  
903 of the notice of violation and order((~~;~~); and

904 b. that failure to appeal constitutes a waiver of all right to an administrative  
905 hearing and determination of the matter.

906 C. The notice and order shall be served on the owner or presumed owner of the  
907 animal in violation.

908 D. Service of the notice of violation and order shall be made upon all persons  
909 entitled thereto:

910 1. Personally;

911 2. By mailing a copy of the notice of violation and order by certified mail,  
912 postage prepaid, return receipt requested, to the person at the person's last known address;

913 or

914 3. By posting the notice of violation and order on the front door of the living  
915 unit of the owner or person with right to control the animal if the owner or person is not  
916 home.

917 E. Proof of service of the notice of violation and order shall be made at the time  
918 of service by a written declaration under penalty of perjury executed by the person  
919 effecting service, declaring the time, date and manner in which service was made.

920 ~~((F. This chapter shall be followed by the manager of the animal care and control  
921 section in determining the existence of an animal care and control violation and in  
922 determining the abatement action required.))~~

923 SECTION 30. Ordinance 1396, Article III, Section 10, as amended, and K.C.C.  
924 11.04.270 are hereby amended as follows:

925 A. The King County board of appeals as established by Article 7 of the King  
926 County Charter is designated to hear appeals by parties aggrieved by actions of the  
927 manager of the ~~((animal care and control))~~ regional animal services section under this  
928 chapter. The board may adopt reasonable rules or regulations for conducting its business.  
929 Copies of all rules and regulations adopted by the board shall be delivered to the manager  
930 of the ~~((animal care and control))~~ regional animal services section, who shall make them  
931 freely accessible to the public. All decisions and findings of the board shall be rendered  
932 to the appellant in writing with a copy to the manager of the ~~((animal care and control))~~  
933 regional animal services section.

934 B. Any person entitled to service under K.C.C. 11.04.260.B. may appeal from  
935 any notice and order or any action of the manager of the ~~((animal care and control))~~  
936 regional animal services section under this chapter by filing at the office of the manager  
937 of the ~~((animal care and control))~~ regional animal services section within fourteen days  
938 from the service of the order, a written appeal containing:

- 939           1. A heading in the words: "Before the Board of Appeals of the County of  
940 King";
- 941           2. A caption reading: "Appeal of \_\_\_\_\_ giving the names of all  
942 appellants participating in the appeal;
- 943           3. A brief statement setting forth the legal interest of each of the appellants in  
944 the animal involved in the notice and order;
- 945           4. A brief statement in concise language of the specific order or action  
946 protested, together with any material facts claimed to support the contentions of the  
947 appellant;
- 948           5. A brief statement in concise language of the relief sought, and the reasons  
949 why it is claimed the protested order or action should be reversed, modified or otherwise  
950 set aside;
- 951           6. The signatures of all parties' names as appellants, and their official mailing  
952 addresses;
- 953           7. The verification, by declaration under penalty of perjury, of at least one  
954 appellant as to the truth of the matters stated in the appeal.
- 955           C. The board of appeals shall set a time and place, not more than thirty days from  
956 the notice of appeal for a hearing on the appeal. Written notice of the time and place of  
957 hearing shall be given at least ten days (~~((before))~~) before the hearing to each appellant  
958 by the manager-clerk of the board.
- 959           D. At the hearing, the appellant shall be entitled to appear in person, to be  
960 represented by counsel and to offer evidence that is pertinent and material to the action of  
961 the manager of the (~~((animal care and control authority))~~) regional animal services section.

962 Only those matters or issues specifically raised by the appellant in the written notice of  
963 appeal shall be considered.

964 E. Failure of any person to file an appeal in accordance with this section shall  
965 constitute a waiver of the right to an administrative hearing.

966 F. Enforcement of any notice and order of the manager of the (~~animal care and~~  
967 ~~control~~) regional animal services section issued under this chapter shall be stayed during  
968 the pending of an appeal, except impoundment of an animal that is vicious or dangerous  
969 or cruelly treated.

970 G. In proceedings before the board, the regional animal services section shall  
971 bear the burden of proving by a preponderance of the evidence both the violation and the  
972 appropriateness of the remedy it has imposed.

973 SECTION 31. Ordinance 1396, Article III, Section 12, as amended, and K.C.C.  
974 11.04.290 are hereby amended to read as follows:

975 A.1. An animal, declared by the manager of the (~~animal care and control~~)  
976 regional animal services section to be vicious, may be harbored, kept or maintained in  
977 King County only upon compliance with those requirements prescribed by the manager.  
978 In prescribing the requirements, the manager must take into consideration the following  
979 factors:

- 980 a. the breed of the animal and its characteristics;
- 981 b. the physical size of the animal;
- 982 c. the number of animals in the owner's home;
- 983 d. the zoning involved; size of the lot where the animal resides and the number  
984 and proximity of neighbors;



- 985           e. the existing control factors, including, but not limited to, fencing, caging,  
986 runs and staking locations; and
- 987           f. the nature of the behavior giving rise to the manager's determination that the  
988 animal is vicious, including:
- 989                 (1) extent of injury or injuries;
- 990                 (2) circumstance, such as time of day, if it was on or off the property and  
991 provocation instinct; and
- 992                 (3) circumstances surrounding the result and complaint, such as  
993 neighborhood disputes, identification, credibility of complainants and witnesses.
- 994           2. Requirements that may be prescribed include, but are not limited to, the  
995 following:
- 996                 a. Erection of additional or new fencing adequate to keep the animal within the  
997 confines of its property;
- 998                 b. Construction of a run within which the animal is to be kept. Dimensions of  
999 the run shall be consistent with the size of the animal;
- 1000                 c. Keeping the animal on a leash adequate to control the animal, the length and  
1001 location to be determined by the manager. When unattended the leash must be securely  
1002 fastened to a secure object;
- 1003                 d. Maintenance of the animal indoors at all times, except when personally  
1004 controlled on a leash adequate to control the animal by the owner or a competent person  
1005 at least fifteen years old; and
- 1006                 e. Removal of the animal from the county within forty-eight hours from receipt  
1007 of such a notice.

1008           3. Failure to comply with any requirement prescribed by the manager in  
1009 accordance with this section constitutes a misdemeanor. Such an animal shall not be kept  
1010 in unincorporated King County after forty-eight hours after receiving written notice from  
1011 the manager. Such an animal or animals found in violation of this section shall be  
1012 impounded and disposed of as an unredeemed animal and the owner or keeper of the  
1013 animal or animals has no right to redeem the animal or animals.

1014           B.1. Any animal constituting a public nuisance as provided in this chapter shall  
1015 be abated and removed from the county by the owner or by the manager of the ((~~animal~~  
1016 ~~care and control~~)) regional animal services section, upon the receipt of three notices and  
1017 orders of violation by the owner in any one-year period, though this removal procedure  
1018 shall not apply to the vicious animal removal procedure set out in K.C.C. 11.04.290.A.3.  
1019 Where it is established by record in accordance with this chapter and no finding was  
1020 entered showing that the owner will be able to provide reasonable restraints to protect the  
1021 public from repetitions of violations, the manager of the ((~~animal care and control~~))  
1022 regional animal services section shall notify and direct the owner of the animal to abate  
1023 or remove the same from the county within ninety-six hours from the notice. If the  
1024 animal is found to be within the confines of King County after ninety-six hours have  
1025 elapsed from the notice, the same shall be abated and removed by the manager of the  
1026 ((~~animal care and control~~)) regional animal services section. Animals removed in  
1027 accordance with this section shall be removed from King County or be subjected to  
1028 euthanasia by the ((~~animal care and control authority~~)) regional animal services section.

1029           2. Any animal that bites, attacks or attempts to bite one or more persons two or  
1030 more times within a two-year period is declared to be a public nuisance and shall not be

1031 kept within unincorporated King County forty-eight hours after receiving written notice  
1032 from the manager. Such an animal or animals found in violation of this section shall be  
1033 impounded and disposed of as an unredeemed animal, and the owner or keeper of the  
1034 animal or animals has no right to redeem the animal.

1035 SECTION 32. Ordinance 6370, Section 12, and K.C.C. 11.04.330 are hereby  
1036 amended to read as follows:

1037 The ~~((animal control))~~ regional animal services section is authorized to make and  
1038 enforce rules and regulations, not inconsistent with the provisions of this chapter, and it is  
1039 unlawful to violate or fail to comply with any of such rules and regulations. All of such  
1040 rules and regulations shall be reduced to writing and adopted ~~((pursuant to King County~~  
1041 ~~Code,))~~ in accordance with K.C.C. ~~((C))~~chapter 2.98.

1042 SECTION 33. Ordinance 7986, Section 3, as amended, and K.C.C. 11.04.335 are  
1043 hereby amended to read as follows:

1044 A. The manager of the ~~((animal care and control))~~ regional animal services  
1045 section may waive or provide periods of amnesty for payment of outstanding licensing  
1046 fees, late licensing penalty fees, adoption fees and redemption and sheltering fees, in  
1047 whole or in part, when to do so would further the goals of the ~~((animal care and control))~~  
1048 regional animal services section and be in the public interest.

1049 B. In determining whether a waiver should apply, the manager of the ~~((animal~~  
1050 ~~care and control))~~ regional animal services section must take into consideration the  
1051 following elements:

1052 1. The reason the animal was impounded;

1053           2. The reason or basis for the violation, the nature of the violation, the duration  
1054 of the violation and the likelihood the violation will not recur;

1055           3. The total amount of the fees charged as compared with the gravity of the  
1056 violation;

1057           4. The effect on the owner, the animal's welfare and the ~~((animal care and  
1058 control))~~ regional animal services section if the fee or fees or penalties are not waived  
1059 and no payment is received.

1060           SECTION 34. Ordinance 10423, Section 24, as amended, and K.C.C. 11.04.410  
1061 are hereby amended to read as follows:

1062           When issuing a license for an unaltered pet the ~~((animal control authority))~~  
1063 regional animal services section ~~((shall also))~~ may provide to the applicant a voucher  
1064 ~~((with a value not to exceed twenty five dollars))~~ for the payment of all or part of the cost  
1065 of a spay or neuter operation by a licensed veterinarian on the pet, with the amount of the  
1066 voucher established by the manager of regional animal services based upon available  
1067 resources and appropriation authority being provided by the council. The ~~((animal  
1068 control authority))~~ regional animal services section shall compile, maintain and make  
1069 available to the public a list of veterinarians who accept the vouchers as full or partial  
1070 payment for spay or neuter operations. Spay or neuter vouchers shall be redeemed  
1071 through the King County ~~((office of finance))~~ treasury by veterinarians who have  
1072 performed a spay or neuter operation on a pet licensed in King County as an unaltered  
1073 pet.

1074           SECTION 35. Ordinance 10423, Section 6, as amended, and K.C.C. 11.04.500  
1075 are hereby amended to read as follows:

1076           A. It shall be the policy of King County that a maximum euthanasia rate target is  
1077 set to measure the progress towards reducing the rates of cats and dogs euthanized by the  
1078 ~~((animal care and control authority))~~ regional animal services section or its designees.  
1079 The euthanasia rates shall be calculated based on the total number of live cats and dogs  
1080 take in to King County custody to include stray, homeless, abandoned, unwanted or  
1081 surrendered animals, and animals euthanized at an owner's request. The euthanasia rates  
1082 shall exclude animals euthanized at the order of the director of the Seattle-King County  
1083 department of public health and those animals who are not in the custody of King County  
1084 but are brought to a King County shelter by their owner or guardian for the purposes of  
1085 licensing, or clinic services, such as spaying, neutering and vaccinations should such  
1086 services be made available to the public by ~~((King County animal care and control))~~ the  
1087 regional animal services section.

1088           B. ~~((The total number of cats and dogs euthanized by ((King County animal care  
1089 and control is not to exceed twenty percent in the year ending December 31, 2008.~~

1090           ~~€.)~~ The total number of cats and dogs euthanized by ~~((King County animal care  
1091 and control))~~ the regional animal services section is not to exceed fifteen percent ~~((in the  
1092 years following 2008)).~~

1093           SECTION 36. Ordinance 10423, Section 26, as amended, and K.C.C. 11.04.570  
1094 are hereby amended to read as follows:

1095           The ~~((animal care and control authority))~~ regional animal services section ~~((in  
1096 conjunction with the King County citizen's advisory committee))~~ shall develop a breeder  
1097 certification program, including a definition of the term "breeder," to promote the "best

1098 management practices" for the breeding and caring of animals. The proposed breeder  
1099 certification program shall be submitted to the county council for approval.

1100 SECTION 37. Ordinance 3732 Section 1, as amended, and K.C.C. 11.08.040 are  
1101 hereby amended to read as follows:

1102 A. Petitions requesting the King County council to create a dog control zone shall  
1103 be submitted to the office of the clerk of the council. The clerk of the council shall  
1104 forward copies of the petitions and other materials to:

1105 1. The office of the councilmember in whose district the proposed zone is  
1106 requested;

1107 2. The ~~((animal care and control))~~ regional animal services section ~~((of the~~  
1108 ~~records and licensing services division))~~); and

1109 3. The ~~((manager of the records and licensing services division))~~ director of  
1110 elections.

1111 B. Petitions shall be accompanied by a map and should include a legal  
1112 description of the proposed zone. In addition, the petitions should contain:

1113 1. The signatures, both written and printed legibly, of at least ten percent of the  
1114 registered voters within the proposed zone; and

1115 2. The popular addresses of the petitioners.

1116 C. Upon receipt of the copy of the filed petition, the ~~((animal care and control))~~  
1117 regional animal services section shall conduct a comprehensive review of the  
1118 enforceability of the proposed boundaries and if necessary recommend alternative  
1119 boundaries to the director of the department of executive services and the affected  
1120 councilmember.

1121 D. The ~~((records and licensing services division))~~ department of elections shall:

1122 1. Determine the approximate number of registered voters within the proposed  
1123 zone;

1124 2. Determine the number of signatures of registered voters in the petition; and

1125 3. Forward the conclusions regarding the number of signatures of registered  
1126 voters and total number of registered voters residing within the proposed zone to the  
1127 office of the affected councilmember and the director of the department of executive  
1128 services.

1129 E. The executive may recommend by ordinance a proposed dog control zone to  
1130 the council based on the recommendation of the director of the department of executive  
1131 services.

1132 F. In addition to other statutory requirements, the council may cause to occur any  
1133 public meetings or notification through the local media as it considers necessary to ensure  
1134 that affected citizens are aware of the proposed ordinance to create a dog control zone.

1135 G. If the King County council finds the formation of the petitioned area to be  
1136 beneficial to be public health, safety and general welfare, it shall establish such a dog  
1137 control zone by ordinance. The council shall consider, but is not limited to considering,  
1138 the location, terrain and surrounding land use of the petitioned area.

1139 SECTION 38. Ordinance 3548, Section 5, as amended, and K.C.C. 11.08.060 are  
1140 hereby amended to read as follows:

1141 In addition to, or as an alternate to, any other penalty provided in this title or by  
1142 general law, any person whose animal is maintained in violation of this chapter shall  
1143 incur a civil penalty plus billable costs of the ~~((animal care and control authority))~~

1144 regional animal services section. The penalty for a violation shall be as provided in  
1145 K.C.C. 11.04.035. However, for the first thirty days following the enactment of each  
1146 individual dog control zone, no penalty shall be assessed ~~((in those cases where a~~  
1147 ~~licensed animal is maintained in violation of this chapter and the animal care and control~~  
1148 ~~officer is able to determine the owner and, if impounded, return animal to its owner~~  
1149 ~~directly from the site in which it was impounded. Also, on the thirty first day following~~  
1150 ~~the enactment of each individual dog control zone and thereafter, one half the normal~~  
1151 ~~penalty shall be assessed in those cases where a licensed animal is maintained in violation~~  
1152 ~~of this chapter and the animal care and control officer is unable to determine the owner~~  
1153 ~~and, if impounded, return the animal to its owner directly from the site in which it was~~  
1154 ~~impounded))~~ for a violation of this chapter that occurs within the newly established dog  
1155 control zone.

1156 SECTION 39. Ordinance 11150, Section 1-2, and K.C.C. 11.08.075 are hereby  
1157 amended to read as follows:

1158 A. ~~((Findings. The King County council finds that the establishment of a dog~~  
1159 ~~control zone in King County is necessary for the following reasons:~~

1160 1. ~~The protection of dogs and other domestic animals from dogs at large or~~  
1161 ~~without restraint;~~

1162 2. ~~The preservation of private property rights from unlawful trespass by dogs at~~  
1163 ~~large or without restraint;~~

1164 3. ~~The preservation, protection and maintenance of public property and public~~  
1165 ~~amenities such as parks, schools and playgrounds from the waste products generated by~~  
1166 ~~dogs at large or without restraint;~~



1167 4. ~~The prevention of unintentional loss of dogs at large or without restraint due~~  
1168 ~~to their becoming lost or being struck by vehicular traffic; and~~

1169 5. ~~The protection of pedestrians and bicyclists from dogs at large or without~~  
1170 ~~restraint.~~

1171 B.)) In addition to the dog control zones already in effect under the provisions of  
1172 this chapter, there is created a dog control zone in the following urban zoning districts of  
1173 unincorporated King County (~~designated urban as defined in K.C.C. 21.5E, 5C,~~  
1174 ~~SR/RS15000, SR/RS9600, RS7200, SR5000, RMHP, RD3600, RM2400, RT, RM1800,~~  
1175 ~~RM900, RM900P, BN, BR-N, B-C, C-G, M-L, M-P, and M-H; or as defined in K.C.C.~~  
1176 ~~21A)): R-1 through R-48, O, NB, RB, CB((~~;~~)) and I.~~

1177 SECTION 40. Resolution 27312, Section 1, as amended, and K.C.C. 11.12.010  
1178 are hereby amended to read as follows:

1179 Whenever the director of the Seattle-King County department of public health has  
1180 cause to suspect that an animal capable of transmitting rabies is infected with the disease,  
1181 the director shall order a period of quarantine of not less than ten days. The director shall  
1182 notify in writing the owner or keeper of the infected animal of the quarantine order. The  
1183 infected animal shall be quarantined by the ~~((animal care and control))~~ regional animal  
1184 services section ~~((in the records and licensing services division))~~ in its shelter or upon the  
1185 premises of the owner or licensed veterinarian where conditions of quarantine are strictly  
1186 kept. The place of quarantine shall be at the discretion of the director, unless the animal  
1187 had been exposed to rabies by contact, in which case K.C.C. 11.12.040 shall apply.  
1188 Delivery of a copy of the quarantine order to some person of suitable age and discretion  
1189 residing upon the premises where the animal is found shall be notice of the quarantine.

1190 Good cause for such an order of quarantine shall include, but is not limited to, evidence  
1191 that the animal has bitten, or that there is reasonable certainty that the animal has bitten, a  
1192 human being. During the period of quarantine, the officers, agents and employees of the  
1193 ~~((animal care and control))~~ regional animal services section, and other police officers, are  
1194 authorized to enter any premises for the purpose of apprehending any such an animal and  
1195 impounding the animal, except where the animal is kept upon the premises of the owner  
1196 or licensed veterinarian as provided in this section.

1197 SECTION 41. Ordinance 2473, Section 2, as amended, and K.C.C. 11.28.020 are  
1198 hereby amended to read as follows:

1199 The definitions in this section apply throughout this chapter unless the context  
1200 clearly requires otherwise.

1201 A. "Animal care and control authority" means the ~~((animal care and control))~~  
1202 regional animal services section in the records and licensing services division, acting  
1203 alone or in concert with other municipalities for enforcement of the animal care and  
1204 control laws of the county and state and the shelter and welfare of animals.

1205 B. "Director" means director of the department of executive services.

1206 C. "Exotic animal" means any of the following:

- 1207 1. Venomous species of snakes capable of inflicting serious physical harm or  
1208 death to human beings;
- 1209 2. Nonhuman primates and prosimians;
- 1210 3. Bears;
- 1211 4. Nondomesticated species of felines;

1212           5. Nondomesticated species of canines and their hybrids, including wolf and  
1213 coyote hybrids; and

1214           6. The order Crocodylia, including alligators, crocodiles, caimans and gavials.

1215           SECTION 42. Ordinance 2473, Section 6, as amended, and K.C.C. 11.28.060 are  
1216 hereby amended to read as follows:

1217           If, after investigation by the manager of the ~~((animal care and control))~~ regional  
1218 animal services section , it appears that the applicant is the owner or tenant of or has a  
1219 possessory interest in the property shown in the application; if applicable, has the written  
1220 permission of the property owner as specified in K.C.C. 11.28.050 and that the applicant  
1221 intends in good faith to possess or maintain an exotic animal in accordance with the law  
1222 and the rules and regulations of the ~~((animal care and control authority))~~ regional animal  
1223 services section, the ~~((animal care and control authority))~~ regional animal services section  
1224 shall issue a license to the applicant describing therein the premises to be used by the  
1225 licensee and certifying that the licensee is lawfully entitled to use the same for the  
1226 possession or maintenance of the exotic animal or animals specified in the license.  
1227 However, before issuing the license, the ~~((animal care and control authority))~~ regional  
1228 animal services section shall inspect the cage or other confinement as required by rule or  
1229 regulation and specified in the licensee's application in order to determine whether the  
1230 cage or confinement meets the standard specifications for the classification of the exotic  
1231 animal. If the cage or confinement is deemed inadequate, the applicant shall make such  
1232 changes as are necessary to meet the standard specifications before the license shall be  
1233 issued.

1234            SECTION 43. Ordinance 2473, Section 7, as amended, and K.C.C. 11.28.070 are  
1235 hereby amended to read as follows:

1236            The manager of the (~~(animal care and control)~~) regional animal services section,  
1237 or any other officer authorized by the manager, may make routine periodic inspections of  
1238 a licensee's premises and records in order to determine the number, kind, weight and  
1239 condition of exotic animals possessed by the licensee, and for purposes of enforcing this  
1240 chapter and the rules and regulations of the (~~(animal care and control authority)~~) regional  
1241 animal services section.

1242            SECTION 44. Ordinance 3232, Section 2, as amended, and K.C.C. 11.32.020 are  
1243 hereby amended to read as follows:

1244            The definitions in this section apply throughout this chapter unless the context  
1245 clearly requires otherwise.

1246            A. "Animal care and control authority" means the (~~(animal care and control)~~)  
1247 regional animal services section in the records and licensing services division, acting  
1248 alone or in concert with other municipalities in the enforcement of the animal care and  
1249 control laws of the county and state.

1250            B. "Director" means director of the department of executive services.

1251            C. "Guard dog" means any member of the dog family Canidae that has been  
1252 trained or represented as trained to protect either person or property, or both, by virtue of  
1253 exhibiting hostile propensities and aggressiveness to unauthorized persons.

1254            D. "Guard dog purveyor" means any person, firm or corporation supplying guard  
1255 dogs to members of the public.

1256 E. "Guard dog trainer" means any person, either as an individual or as an  
1257 employee of a guard dog purveyor, whose prime function is the training of dogs as guard  
1258 dogs.

1259 F. "Rules and regulations of the ~~((animal care and control authority))~~ regional  
1260 animal services section" means such rules and regulations, consistent with the intent of  
1261 this chapter, as may be adopted by the ~~((animal care and control authority))~~ regional  
1262 animal services section under K.C.C. chapter 2.98.

1263 SECTION 45. Ordinance 3232, Section 9, as amended, and K.C.C. 11.32.090 are  
1264 hereby amended to read as follows:

1265 The manager of the ~~((animal care and control))~~ regional animal services section or  
1266 the manager's authorized representative shall inspect all premises that are the subject of  
1267 the licenses and registrations required in this chapter before the issuance of licenses or  
1268 registrations. The inspections shall include, but not be limited to, a verification that  
1269 adequate measures are being taken to protect the health, welfare and safety of the general  
1270 public and to ensure the humane treatment of the guard dogs. If the premises are deemed  
1271 inadequate, the ~~((animal care and control authority))~~ regional animal services section  
1272 shall direct the applicant to make such changes as are necessary before the license or  
1273 registration is issued. The manager of the ~~((animal care and control))~~ regional animal  
1274 services section or the manager's authorized representative may make the inspections of  
1275 a licensee's premises or the premises of an area guarded by a registered guard dog for the  
1276 purpose of enforcing this chapter and the rules and regulations of the ~~((animal care and~~  
1277 ~~control authority))~~ regional animal services section.

1278            SECTION 46. Ordinance 3232, Section 13, as amended, and K.C.C. 11.32.100  
1279 are hereby amended to read as follows:

1280            In protecting the health, safety and welfare of the public; to enforce the laws of  
1281 the state of Washington as they pertain to animal cruelty, shelter, welfare and  
1282 enforcement of control; the manager of the ((~~animal care and control~~)) regional animal  
1283 services section and the manager's authorized officers are authorized to take such lawful  
1284 action in exercising appropriate powers and responsibilities in Article III of Ordinance  
1285 1396 and K.C.C. chapter 11.04.

1286            SECTION 47. Ordinance 1396, Article II, Section 2, as amended, and K.C.C.  
1287 11.04.040 are hereby repealed.

1288            SECTION 48. Ordinance 6370, Section 11, as amended, and K.C.C. 11.04.320  
1289 are hereby repealed.

1290            SECTION 49. Ordinance 10423, Section 10, as amended, and K.C.C. 11.04.590  
1291 are hereby repealed.

1292            SECTION 50. Ordinance 9464, Section 1, as amended, and K.C.C. 11.06.010 are  
1293 hereby repealed.

1294            SECTION 51. Ordinance 9464, Section 2, as amended, and K.C.C. 11.06.020 are  
1295 hereby repealed.

1296            SECTION 52. Ordinance 9464, Sections 3, as amended, and K.C.C. 11.06.030  
1297 are hereby repealed.

1298            SECTION 53. Ordinance 9464, Section 4, and K.C.C. 11.06.040 are hereby  
1299 repealed.

1300            SECTION 54. Ordinance 9464, Section 5, and K.C.C. 11.06.050 are hereby  
1301 repealed.

1302            SECTION 55. Ordinance 9464, Section 6, as amended, and K.C.C. 11.06.060 are  
1303 hereby repealed.

1304            SECTION 56. Ordinance 9464, Section 7, and K.C.C. 11.06.070 are hereby  
1305 repealed.

1306

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

---

Robert W. Ferguson, Chair

ATTEST:

---

Anne Noris, Clerk of the Council

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

---

Dow Constantine, County Executive

**Attachments:** None







**KING COUNTY**

**Signature Report**

**June 8, 2010**

**Ordinance**

**Attachment 4**

1200 King County Courthouse

516 Third Avenue

Seattle, WA 98104

**Proposed No. 2010-0326.1**

**Sponsors Patterson**

1 AN ORDINANCE relating to the provision of regional  
2 animal services, authorizing the executive to enter into an  
3 interlocal agreement and Enhanced Control Services  
4 Contract with cities and towns in King County for the  
5 provision of regional animal services.

6 **STATEMENT OF FACTS:**

- 7 1. King County animal care and control has provided services to the  
8 unincorporated areas of King County and by contract to the majority of  
9 cities and towns in the county in exchange for retention of pet licensing  
10 revenue since the mid-1980s.
- 11 2. The county general fund contribution to the provision of animal  
12 services has increased over the years culminating in a general fund  
13 contribution of nearly \$3 million in recent years.
- 14 3. Motion 13092, adopted by the metropolitan King County council on  
15 November 9, 2009, directed the county executive to end the provision of  
16 animal shelter services by King County for contract cities and towns and  
17 for unincorporated King County as soon as possible but no later than  
18 January 31, 2010, and to enter into new contracts with cities and towns for  
19 animal control and licensing services by June 30, 2010.

20 4. The 2010 Budget Ordinance, Ordinance 16717, Section 30, provided  
21 funding for animal care and control such that sheltering services would be  
22 provided only through January 31, 2010.

23 5. With the adoption of Ordinance 16750, extending FTE authority for  
24 animal sheltering services through June 30, 2010, the county recognized  
25 that there is currently not sufficient sheltering capacity in the region to  
26 close the King County animal shelter. The extension of FTE authority  
27 provided for a common deadline for the county to work with cities and  
28 towns on a new regional model for animal services, inclusive of animal  
29 sheltering, animal control, and pet licensing functions.

30 6. A regional model for animal services enables the county and cities and  
31 towns to provide for better public health, safety, animal welfare and  
32 customer service outcomes at a lower cost than jurisdictions are able to  
33 provide for on their own. This is accomplished through: properly aligned  
34 financial incentives, partnerships to increase revenue, economies of scale,  
35 a consistent regulatory approach across participating jurisdictions and  
36 collaborative initiatives to reduce the homeless animal population and  
37 leverage private sector resources while providing for a level of animal care  
38 respected by the community

39 7. Beginning in January of 2010, a joint cities-county work group began  
40 meeting on a weekly basis to develop a new regional animal services  
41 model for King County and individual cities and towns to consider. The  
42 work group included representation from King County and the cities of

43 SeaTac, Tukwila, Kent, Bellevue, Redmond, Sammamish, Shoreline and  
44 Lake Forest Park.

45 8. On February 26, 2010, the executive transmitted an implementation  
46 plan for entering into new animal services contracts with cities and towns.

47 The implementation plan included documents developed by the joint  
48 cities-county work group for regional animal services including working  
49 principles, a common interests statement and an adopted scope and  
50 purpose statement outlining specific timelines and deliverables for  
51 entering into a new interlocal agreement between the county and cities and  
52 towns for animal services by the end of June.

53 9. Consistent with the implementation plan, the county executive sent to  
54 cities and towns notice of termination of all existing animal services  
55 agreements between the county and cities and towns, effective July 1,  
56 2010.

57 10. Consistent with the implementation plan, the joint cities-county work  
58 group for regional animal services developed an agreement in principle for  
59 a new regional animal services model that defines services, expenditures,  
60 and cost and revenue allocation methodologies for animal shelter, animal  
61 control and pet licensing services. The agreement in principle and  
62 supporting materials were shared with all cities and towns, the county  
63 council, and the public in early April through presentations to city  
64 managers and administrators, the suburban cities' association public issues

65 committee, the regional policy committee, numerous city council meetings  
66 and through individual meetings with county and city officials and staff.

67 11. Consistent with the implementation plan, the work group developed  
68 an interlocal agreement for animal services based on the agreement in  
69 principle.

70 12. All cities and towns identified in this ordinance have twice formally  
71 expressed their interest in participating in a regional animal services model  
72 and are considering adoption of the interlocal agreement for regional  
73 animal services that is authorized by this ordinance.

74 13. The proposed interlocal agreement gives cities and towns the option  
75 of contracting for a term of either six months or two and one-half years.  
76 All cities and towns other than Bothell that seek to contract have twice  
77 expressed interest in contracting for a two and one-half-year term. Bothell  
78 seeks a six-month term of contract.

79 14. The proposed interlocal agreement includes a cost allocation  
80 methodology that is based on system use and population and shares  
81 defined regional animal system costs between the county and all  
82 participating cities and towns.

83 15. The proposed interlocal agreement provides that, if some cities or  
84 towns decide not to participate and the costs are thus raised for remaining  
85 participants beyond specified levels, the agreement with respect to  
86 remaining participants will remain in effect for a term of either six months  
87 or sixty days.

88           16. The county is authorized to enter into the agreement in accordance  
89           with the Interlocal Cooperation Act, chapter 39.34 RCW, and Section 12  
90           of the King County Charter.

91           BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

92           SECTION 1. The executive is hereby authorized to enter into an interlocal  
93           agreement for the provision of regional animal services with the cities and towns of  
94           Auburn, Beaux Arts, Bellevue, Black Diamond, Bothell, Carnation, Clyde Hill,  
95           Covington, Duvall, Enumclaw, Issaquah, Kenmore, Kent, Kirkland, Lake Forest Park,  
96           Maple Valley, Medina, Mercer Island, Newcastle, North Bend, Redmond, Sammamish,  
97           SeaTac, Shoreline, Snoqualmie, Tukwila, Woodinville and Yarrow Point, in substantially  
98           the same form as Attachment A to this ordinance.

99           SECTION 2. The executive is additionally authorized to enter into the Enhanced  
100          Control Services Contract with such cities and towns as may so request, such as in  
101          substantially the form that is included as Exhibit E to Attachment A to this ordinance.  
102          The executive is authorized to enter into these agreements insofar as they do not exceed

103 the FTE authority authorized by the King County council for the purposes of providing  
104 enhanced control services.

105

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

---

Robert W. Ferguson, Chair

ATTEST:

---

Anne Noris, Clerk of the Council

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

---

Dow Constantine, County Executive

**Attachments:** A. Animal Services Interlocal Agreement

## Animal Services Interlocal Agreement

This AGREEMENT is made and entered into this 1<sup>st</sup> day of July, 2010, by and between KING COUNTY, a Washington municipal corporation and legal subdivision of the State of Washington (the "County") and the City of \_\_\_\_\_, 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 system access for the public; 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 all cities in King County other than the City of Seattle, and has received a statement of intent to sign such agreement from all Cities listed in Exhibit C-1 to this Agreement;

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 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 Contracting Parties.
  - b. "Animal Services" means Control Services, Shelter Services and Licensing Services combined, as these services are described in Exhibit A.

- 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 Animal Services Interlocal Agreement that has gone into effect as of July 1, 2010, per Section 15.
  - 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. **"Preliminary Estimated 2010 Payment"** means the preliminary estimate of the amount that will be owed by (or payable to) each Contracting Party on January 15, 2011, as shown on **Exhibit C-1**.
  - i. **"Final Estimated 2010 Payment"** means the amount finally determined and owed by each Contracting Party, on January 15, 2011, based on the number of Contracting Cities with respect to which the Agreement goes into effect per Section 15.
  - j. **"Control District"** means one of the four geographic areas delineated in **Exhibit B** for the provision of Animal Control Services.
  - k. **"Reconciliation Adjustment Amount"** means the amount payable each August 15 (commencing 2011) by either the City or County as determined per the reconciliation process described in **Exhibit D** in order to reconcile the Estimated Payments made for the prior Service Year as compared to actual cost, revenue, population and usage data for such Service Year, so that Cities pay for Animal Services based on actual (rather than estimated) data.
  - l. **"Service Year"** means the calendar year in which Animal Services are or were provided; *provided that* in 2010, the Service Year is the period from July 1, 2010 – December 31, 2010.
2. **Services Provided.** 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 shall have sole discretion as to the staffing assigned to receive and dispatch calls and shall be the sole judge as to the most expeditious, efficient and effective manner of handling and responding to calls for Animal Services. 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 legal services, 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 at any time before August 1, 2011. Enhanced Services will be provided subject to the terms and conditions described in Exhibit E. As further detailed in Exhibit E, if a request for Enhanced Control Service is made after the commencement of this Agreement, the County shall decide when and if the service begins based on the necessity for and ability of the County to hire additional staff to provide the service and the increment of service requested.

### 3. City Obligations.

- a. Animal Regulatory Codes Adopted. 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. 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 alleged violations of 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 utility 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 accurate and timely records regarding all pet license sales processed by the City to the County; 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.** This Agreement will take effect on July 1, 2010 and [*if 2.5 year contract: unless extended pursuant to Subparagraph 4.a below,*] shall remain in effect for a term of [*insert City choice of term, e.g. two and one-half years ending on December 31, 2012, or six months ending on December 31, 2010.*] *Notwithstanding anything in this section to the contrary,* this Agreement shall remain in effect for only 60 days if the Minimum Contracting Requirements in Section 15 (Terms to Implement Agreement) are not met. The Agreement may not be terminated for convenience.
  - a. [*if 2.5 year contract*] Extension of Term.
    - i. Automatic Extension of Agreement. This Agreement shall be automatically extended for an additional two year term, ending on December 31, 2014; provided that such an automatic extension shall not occur if any Contracting Party has provided a written Notice of Intent to Not Automatically Extend as provided in subsection (ii) below.
    - ii. Notice of Intent to Not Automatically Extend. Any Party may chose to not automatically extend its Agreement by providing a written notice of such intent to the other Party no later than May 1, 2012. The County will include a written reminder of this May 1 deadline when providing the City notice of its 2012 Estimated Payments (notice due December 15, 2011 per Section 5).
    - iii. Process for Agreed Extension. Upon receiving or issuing a Notice of Intent to Not Automatically Extend pursuant to subsection (ii), the County shall arrange for the Contracting Parties to meet no later than June 1, 2012, in order to confer on whether they wish to extend their respective Agreements given revised costs and other implications resulting from the potential reduced number of Contracting Parties. Contracting Parties wishing to extend their respective Agreements through December 31, 2014 may mutually agree in writing to do so by no later than July 1, 2012. Absent such an agreed extension, the Agreement shall terminate on December 31, 2012.

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 and when described as follows (a list of all payment-related notices and dates is included at **Exhibit C-7**):
- a. Service Year 2010: Animal Services Provided from July 1 through December 31, 2010. On or before August 1, 2010, the County shall provide notice to each Contracting Party of the Final Estimated 2010 Payment schedule. The Final Estimated 2010 Payment will be derived from the Preliminary Estimated 2010 Payment Amount set forth in **Exhibit C-1**, adjusted based on the final Contracting Cities. The City shall pay the County the Final Estimated 2010 Payment on or before January 15, 2011; provided that, if the calculation of the Final Estimated 2010 Payment shows the City is entitled to receive a payment from the County, the County shall pay the City the amount owing on or before such date. The County will issue a notice of the City's Reconciliation Adjustment Amount for Service Year 2010 on or before June 30, 2011. The Reconciliation Adjustment Amount shall be payable on or before August 15, 2011.
  - b. Service Years after 2010.
    - i. Initial Estimate by August 1. To assist the City with its budgeting process, the County shall provide the City with a non-binding, preliminary estimate of the Estimated Payments for the upcoming Service Year on or before each August 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 shall 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 shall 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 payable 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 which shall have ten (10) days to cure non-payment. In the event the Party fails to cure its nonpayment, the amount owed shall accrue interest thereon at the rate of 1% per month from and after the original due date and, in the event 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. In the event 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.h.
- 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, 2010, the Final Estimated 2010 Payment is nevertheless due on or before January 15, 2011, and the Reconciliation Adjustment Amount shall be payable on or before August 15, 2011.
- 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 system based on their actual, rather than estimated, use of Animal Services, there will be an annual reconciliation of actual costs and usage. 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 cost, revenue, usage and population data for such Service Period as detailed in **Exhibit D**. The County shall provide the results of the reconciliation to all Contracting Parties in writing on or before June 30. The Reconciliation Adjustment Amount shall be payable on August 15 of the then current year, regardless of the prior termination of the Agreement as per Section 5.c.

7. **Transitional Licensing Revenue Support Services.** The County will provide enhanced licensing marketing services in 2010 as described in this section to the five cities with the lowest per-capita rates of licensing revenue shown on **Exhibit C-5** (the "Licensing Revenue Support Cities"), but any such city shall receive these services only if the effective term (determined per Section 15) of its specific Agreement is for two- and one half years.
  - a. The marketing support services include, on a "per unit" basis, approximately \$20,000 in County staff and materials support (which may include use of volunteers or other in-kind support) and is estimated to generate 1,250 new licenses (equivalent to approximately \$30,000 in licensing revenue).
    - i. Licensing Revenue Support Cities over 100,000 in population will each receive two units of enhanced licensing marketing support.
    - ii. Licensing Revenue Support Cities less than 100,000 in population will share in one unit of enhanced licensing marketing support.
  - b. Receipt of a unit of licensing revenue support is subject to the receiving 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; assistance in recruiting canvassing staff, if applicable; and providing information to the County to assist in targeting its canvassing activities, if applicable.
8. **Mutual Covenants/Independent Contractor.** Both 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 regarding 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 between 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 City that has signed a like Agreement and chooses to appoint a representative shall meet not 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:

- 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 cities and the County, including recommending where the County's marketing efforts will be deployed each year.
- e. Exploring options for increasing service delivery efficiencies across the board.
- f. Studying options for repair and/or replacement of the Kent Shelter.
- g. Reviewing results of a compensation and classification study which the County agrees to complete by July 1, 2011, benchmarking the County's Animal Services staffing policies as compared to other publicly operated animal services systems.
- h. Review the results of the County's calculation of the Reconciliation Adjustment Amounts.
- i. Reviewing preliminary proposed budgets for Animal Services.
- j. Providing input into the formatting, content and details of periodic system reports as per Section 12 of this Agreement.
- k. Reviewing and providing input on proposed Animal Services operational initiatives.

12. **Reporting.** The County will provide the City with an electronic report not less than twice each year summarizing call response and system usage data for each of the Contracting Cities and the County and the Animal Services system. 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 may be amended upon approval of the County and at least two thirds (66%) of the legislative bodies of all other Contracting Parties to this Agreement (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* 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 shall require consent of the legislative authorities of all Parties.

#### 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 the animal care and sheltering system within King County.

- b. Severability. The invalidity of any clause, sentence, paragraph, subdivision, section or portion thereof, shall not affect the validity of the remaining provisions of the Agreement.
- c. 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.
- d. 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.
- e. 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 Animal Services programs and the care and treatment of animals in those programs.
- f. 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.
- g. 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.
- h. Notices. Except as otherwise provided in this Agreement, any notice required to be provided under the terms of this Agreement shall be delivered by certified mail, return receipt requested or by personal service to the following person:

For the City:

For the County: Caroline Whalen, Director  
King County Dept. of Executive Services  
401 Fifth Avenue, Suite 610  
Seattle WA. 98104

- i. Assignment. No Party may sell, transfer or assign any of its rights or benefits under this Agreement without the approval of the other Party.
- j. Venue. The Venue for any action related to this Agreement shall be in Superior Court in and for King County, Washington.
- k. 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.
- l. No Third Party Beneficiaries. This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.
- m. 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 for the full proposed [ *insert as appropriate: six month or two and a half year*] term only if certain Minimum Contracting Requirements are met or waived as described in this section; *provided further*, that if such conditions are not met, then the Agreement will go into effect for [ *insert for cities requesting a 2.5 year term: a six month term per subparagraph (c) or*] a 60-day emergency period as provided for below under subparagraph (d). The Minimum Contracting Requirements include:

a. **For both the City and the County:**

- i. **2010 Payment Test:** The Final Estimated 2010 Payment, calculated including the County and all Cities that have executed the Agreement prior to July 1, 2010 (regardless of whether such Contracting Parties have opted for a 6 month or 2.5 year initial term), does not exceed the Preliminary Estimated 2010 Payment as set forth in **Exhibit C-1** by more than five percent (5%) or \$3,500, whichever is greater. Either

Party may waive its failure to meet this test in order to allow the Agreement to go into effect for the 6 month term.

- ii. **Implied 2011 Payment Test:** In addition, if the City has agreed to an initial term of 2.5 years, the Final Estimated 2010 Payment, calculated including the County and those Cities that have similarly opted for an Initial Term of 2.5 years, does not exceed the Preliminary Estimated 2010 Payment shown for the Party in Exhibit C-1(A) by more than five percent (5%) or \$3,500, whichever is greater. Either Party may waive its failure to meet this test in order to allow the Agreement to go into effect for the 2.5 year term.
- 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.
- c. **Term of Agreement Limited to Six Months if Implied 2011 Payment Test Not Met:** If the County's Minimum Contiguity of Service Requirement is met or waived by the County and the 2010 Payment Test with respect to both Parties is met or waived, but the 2011 Test is **not** met or waived for both Parties, then the Agreement shall take effect for a term of only six months (expiring December 31, 2010).
- d. **Emergency 60-day agreement.** Notwithstanding the foregoing, if the 2010 Payment Test is not met, then regardless of whether the County's Minimum Contiguity of Service Requirement is met, this Agreement shall go into effect on July 1, 2010, on an emergency basis for a period of 60-days, terminating August 31, 2010. The City shall by January 15, 2011, pay the Final Estimated 2010 Payment calculated in accordance with Section 6.a, pro-rated to reflect the 60 day (rather than 6-month) term, provided further that there will be no reconciliation of the Estimated Payment amounts so paid.

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

//  
 //  
 //  
 //  
 //

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed effective as of July 1, 2010.

King County

City of \_\_\_\_\_

\_\_\_\_\_  
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

## List of Exhibits

**Exhibit A: Animal Services Description**

**Exhibit B: Control Services District Map Description**

Exhibit B-1: Map of Control Service District, as initially applicable

Exhibit B-2: Map of Control Service Districts beginning January 1, 2011

**Exhibit C: Calculation of Estimated Payments**

**Exhibit C-1: Preliminary Estimated 2010 Payment (Annualized) (showing participation only by those jurisdictions that have expressed interest as of May 27, 2010 in contracting for either 6 months or 2.5 years))**

**Exhibit C-1(A): "Implied 2011" Estimated Payments for purposes of Section 15.a.2 (2010 Estimated Payment (Annualized) showing participation only of those jurisdictions that indicated they are seeking a 2.5 year Agreement – Actual Estimated 2011 Payments will be different, based on adjustments for 2011 Budgeted Total Allocable Costs, revised Revenue estimates, and application of Budget Inflation Cap)**

**Exhibit C-2: Population, Calls for Service, Shelter Use and Licensing Data for Jurisdictions, Used to Derive the Preliminary and Final Estimated 2010 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 2010**

**Exhibit C-4: Transition Credit, Resident Usage Credit and Impact Mitigation Credit Calculation and Allocation**

**Exhibit C-5: Cities receiving Transitional Licensing Revenue Support in 2010**

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

**Exhibit C-7: Payment and Calculation Schedule**

**Exhibit D: Reconciliation**

**Exhibit D-1: Calculation of Support Cost Adjustment Factor  
Associated with Enhanced Control Service ("O")**

**Exhibit E: Enhanced Control Services 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 Monday through Friday every week (excluding holidays and County-designated furlough days, if applicable) for a minimum of eight hours per day (normal business hours). The County may adjust the days of the week the call center operates based on 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 Control Districts. Each of the geographic Control Districts, as shown on **Exhibit B** will be staffed with one Animal Control Officer (ACO) five consecutive days-per-week (such days to be selected by the County) for not less than eight hours per-day ("Regular ACO Service Hours"), subject to the limitations provided in this Section. Except as the County may in its sole discretion determine is necessary to protect officer safety, Animal Control Officers 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 for the period from July 1 through December 31, 2010; **Exhibit B-2** shows the map of Control Districts for the period after 2010. The daily eight-hour service period shall be determined by the County and shall start not earlier than 7 a.m. and end not later than 7 p.m. Countywide, the County will have a total of not less than 6 Animal Control Officers (Full-Time Equivalent employees) on staff to maximize the ability of the County to staff each Control District 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 Animal Control Officers in order to minimize any such gaps in coverage. In the event of extended absences among the 6 Animal Control Officers, the County will re-allocate remaining Animal Control Officers as practicable in order to balance the hours of service available in each Control District.

- 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 provide for a location for Animal Control vehicles to be stationed overnight in both north and south King County.
- c. The County will use its best efforts to ensure that High Priority Calls are responded to by an Animal Control Officer 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 Animal Control Officer),
  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 Animal Control Officer 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 – (Animal Control Officer 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. In addition to the Animal Control Officers 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 Animal Control Officers five days per week at least 8 hours/day (subject to vacation/sick leave/training/etc.).
  2. An Animal Cruelty Sergeant will be on staff at least 40 hours per week to respond to animal cruelty cases and prepare related reports (subject to vacation/sick leave/training/etc.).
  3. Two Animal Control Officers will be on call every day at times that are not Regular ACO Service Hours (including the two 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.
- f. The Parties understand that rural areas of the County will generally receive a less rapid response time from ACOs than urban areas.
- g. Cities may contract with King County for "Enhanced Control Services" through separate agreement (as set forth in **Exhibit E**).

## **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.

### **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 coordinator 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 specialist at the Shelter to provide for and manage adoption events and other activities leading to the placement of animals in appropriate homes.
- e. One veterinarian and one veterinarian technician will be scheduled to work at the Shelter six-days per week, during normal business hours. Veterinary services provided 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. Targeted animal operating capacity at the Shelter is 7,000 per year. 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 Cities contracting with PAWS (Potentially including Shoreline, Bothell, Woodinville, 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 control officers in the Northern (#200) district of the County.
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 4<sup>th</sup> 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 will 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 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.

## Exhibit B: Control Service District Map

The attached map (**Exhibit B-1**) shows the boundaries of the 4 Control Service Districts as established at the commencement of this Agreement. **Exhibit B-2** shows the proposed boundaries for the Control Service Districts to be established effective January 1, 2011.

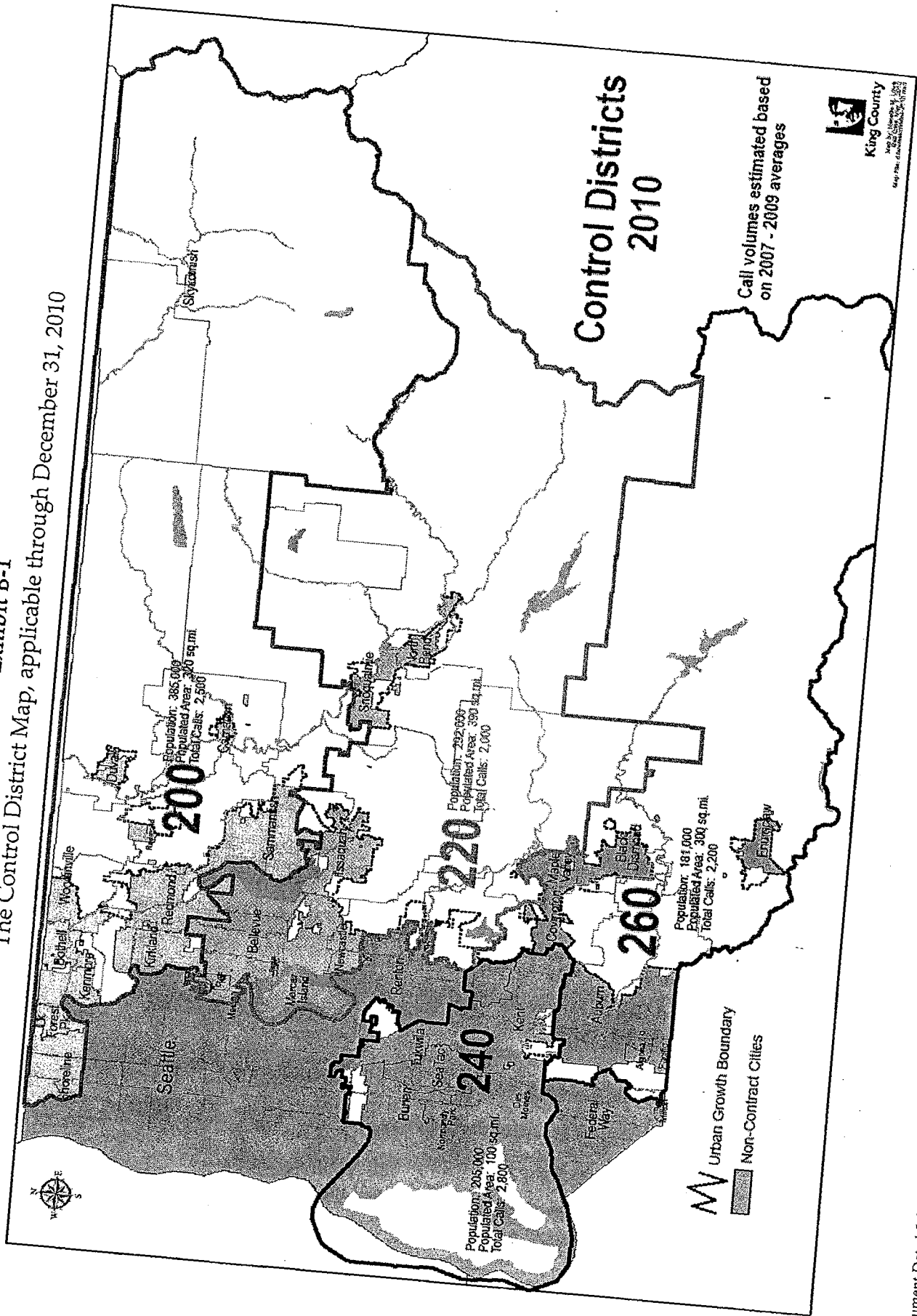
The cities and towns included in each Control District are as follows:

<u>District #200 (Northern District)</u> Shoreline Lake Forest Park Kenmore Bothell (only through December 31, 2010) Woodinville Kirkland Redmond Duvall Carnation Sammamish	<u>District #220 (Eastern District)</u> Bellevue Mercer Island Yarrow Point Clyde Hill Town of Beaux Arts Issaquah Snoqualmie North Bend Newcastle
<u>District #240 (Western District)</u> Tukwila SeaTac Kent	<u>District #260 (Southern District)</u> Auburn Covington Maple Valley Black Diamond Enumclaw

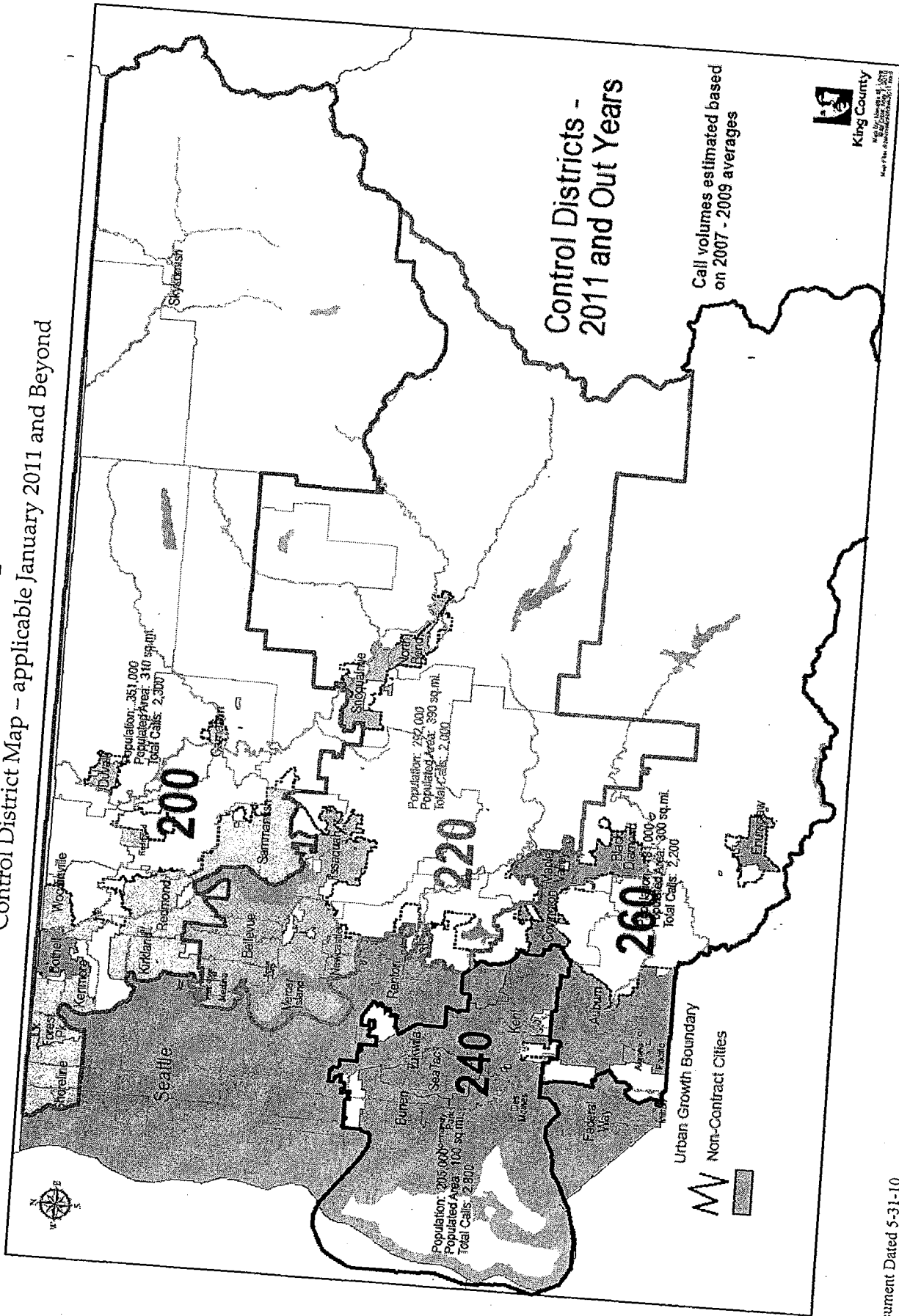
The Districts shall each include portions of unincorporated King County as illustrated on the Exhibits B-1 and B-2.

1  
2

Exhibit B-1  
The Control District Map, applicable through December 31, 2010



# Exhibit B-2 Control District Map – applicable January 2011 and Beyond







## 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 herein:

- Control Services costs are to be equally shared among the 4 geographic Control Districts. Each Contracting Party located within a Control District is to be allocated a share of Control District costs based 50% on the Party's relative share of total Calls for Service within the Control District and 50% on its relative share of total population within the Control District.
- Shelter Services costs are to be allocated among all Contracting Parties based 50% on their relative population and 50% 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 and that charge will be one-half the regular shelter services cost population component payable by other cities; and
- Licensing Services costs are to be allocated between all Contracting Parties, based 50% on their relative population and 50% on the number of licenses issued to residents of each Contracting Party.
- Licensing revenue is to be attributed based on the residency of the individual purchasing the license.
- Each Estimated Payment covers the cost of six months of Animal Services.
- Three credits are applicable to various cities to reduce the amount of their Estimated Payments: a Transition Funding Credit (for cities with high per-capita costs); a Resident Usage Credit (for cities with low usage as compared to population); and an Impact Mitigation Credit (for cities whose projected costs were most impacted by decisions of certain cities not to participate in the regional Agreement). Application of these Credits is limited such that the Estimated Payment cannot fall below zero (before or after the annual reconciliation calculation) with respect to the Transition Funding Credit, or below \$2,750 or \$2,850 (both amounts are annualized) with respect to the Resident Usage Credit and

Impact Mitigation Credit (depending on whether Bothell received Animal Services in the Service Year being reconciled).

- Estimated Payments are reconciled to reflect actual revenues and actual usage as well as changes in population. The reconciliation calculation occurs in June of the following calendar year. The reconciliation calculation and payment process is described in **Exhibit D**. The receipt of Transition Funding Credits, Resident Usage Credits, or Impact Mitigation Credits can never result in the amount of the Estimated Payments as reconciled falling below the limits described in the paragraph above (\$0, \$2,750 or \$2,875 (annualized), depending on the credit and whether Bothell received service under an Agreement during the Service Year).

**Estimated Payment Formula:**

$$EP = [EC + ES + EL - ER - T - U - M] \div 2$$

Where:

“EP” is the Estimated Payment. For Cities receiving a Transition Credit, Resident Usage Credit or Impact Mitigation Credit, the value of EP may not be less than the amounts prescribed in **Exhibit C-4**.

“EC” is the City’s share of the Budgeted Net Allocable Control Services Cost for the Service Year. *See formula below for deriving “EC.”*

“ES” is the City’s share of the Budgeted Net Allocable Shelter Services Cost for the Service Year. *See formula below for deriving “ES.”*

“EL” is the City’s 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 Years 2010 and 2011, ER is derived from the number of each type of active license issued to City residents in years 2009 (the “Calculation Period”) shown on **Exhibit C-2**. For Service Year 2010, that number is multiplied by the cost of those licenses in 2009<sup>1</sup>, resulting in the estimated values for Service Year 2010 shown on

<sup>1</sup> 2009 licensing types and costs used for purposes of calculating Estimated Licensing Revenue per jurisdiction in Exhibit C-1 include: Cat and Dog, Altered (spayed or neutered)-- \$30; Cat and Dog, Unaltered-- \$90; Cat and Dog, Juvenile (less than 6 months in age) -- \$5; Dog, Senior (over 65)owner -- \$20; Cat, Senior

**Exhibit C-1**, and then adding the amount of revenue estimated to be derived as a result of the Transitional Licensing Support Services in 2010 to those five Cities identified in **Exhibit C-5** (the estimated Transitional Licensing Support Services revenue is also shown 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.

"T" is the **Transition Funding Credit**, if any, allocable to the City for each Service Year, calculated per **Exhibit C-4**; *provided however*, a City identified in **Exhibit C-4** is only eligible for a Transition Credit if that City agreed to enter into this Agreement for a term through December 31, 2012; *provided further*, that the amount of "T", if any, for Service Year 2010 shall be applied pro rata to the calculation of the Final Estimated 2010 Payment even if, despite the agreement of the City, the Agreement only goes into effect for 6 months or 60 days per Section 15.

"U" is the **Resident Usage Credit**, if any, allocable to the City for each Service Year, calculated per **Exhibit C-4**; *provided however*, a City identified in **Exhibit C-4** is only eligible for a Resident Usage Credit if that City agreed to enter into this Agreement for a term through December 31, 2012; *provided further*, that the amount of "U", if any, for Service Year 2010 shall be applied pro rata to the calculation of the Final Estimated 2010 Payment even if, despite the agreement of the City, the Agreement only goes into effect for 6 months or 60 days per Section 15.

"M" is the **Impact Mitigation Credit**, if any, allocable to the City for each Service Year, calculated per **Exhibit C-4**; *provided however*, a City identified in **Exhibit C-4** is only eligible for an Impact Mitigation Credit if that City agreed to enter into this Agreement for a term through December 31, 2012; *provided further*, that the amount of "M," if any, for Service Year 2010 shall be applied pro rata to the calculation of the Final Estimated 2010 Payment even if, despite the agreement of the City, the Agreement only goes into effect for 6 months or 60 days per Section 15.

And where:

**"Budgeted Net Allocable Costs"** are the estimated costs for the Service Year for the provision of Animal Services which are allocated among the Contracting Parties for the

---

owner-- \$12; Cat and Dog, Renewal, Service and Temporary, Senior owner renewal-- \$0. License types and costs are subject to change over time.

purposes of determining the Estimated Payment. The Budgeted Net Allocable Costs are calculated as the **Budgeted Total Allocable Costs** (subject to the **Annual Budget Inflator Cap**) *less* **Budgeted Total Non-Licensing Revenue**. The Budgeted Total Allocable Costs exclude any amount expended by the County as Transition Funding Credits, Resident Use Credits, or Impact Mitigation Credits (described in **Exhibit C-4**) or to provide Transitional Licensing Revenue Support Services (described in Section 7). The calculation of Budgeted Net Allocable Costs, Budgeted Total Allocable Costs and Budgeted Total Non-Licensing Revenue for purposes of calculating the Estimated 2010 Payments is set forth in **Exhibit C-3**.

**"Total Licensing Revenue"** means all revenue received by the County's Animal Services System attributable to the sale of pet licenses excluding late fees. With respect to each Contracting Party, the amount 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.) The value of Estimated Licensing Revenue for each Contracting Party for purposes of calculating the Estimated 2010 Payment includes amounts estimated to be generated from Transitional Licensing Revenue Support Services, and is shown on **Exhibit C-1**.

**"Total Non-Licensing Revenue"** means all revenue from fine, forfeitures, and all other fees and charges received by the County's Animal Services system, *excluding* Total Licensing Revenue.

**"Transitional Licensing Support Services"** means activities to be undertaken in specific cities in 2010 to enhance licensing revenues, per Section 7 of the Agreement.

**"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 only the unincorporated area) plus 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. Similarly, the Estimated Payment for any Party will increase or decrease from Service Year to Service Year based on that Party's population and usage of Animal Services from year to year.

“Service Year” is the calendar year in which Animal Services are/were provided. (In 2010, the Service Year is the period from July 1, 2010 –December 31, 2010; the Estimated Payment calculation shown in Exhibit C is based on annualized costs).

“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. In Service Years 2010 and 2011, the Calculation Period for Calls for Service (“CFS”), Animals (“A”), or Licenses Issued (“I”) (all as further defined below) is based on multiple year averages as detailed in Exhibit C-6. For Service Year 2012 and beyond (if the Agreement is extended into an additional 2-year term), the Calculation Period is the year that is two calendar years prior to the Service Year (thus, for Service Year 2012, the Calculation Period is 2010). Exhibit C-6 summarizes in table form the Calculation Periods for the usage and population factors for Service Years 2010, 2011 and 2012.

“Population” with respect to any Contracting Party for any Service Year means the population number derived from the State Office of Financial Management (OFM) most recent annually published report of population to be used for purposes of allocation of 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*). The OFM reported population will be adjusted for annexations of 2,500 or more residents. For example, when the final Estimated Payment calculation for 2012 is provided on December 15, 2011, the population numbers used will be from the OFM report issued in July 2011 and will be adjusted for all annexations of 2,500 or more residents that occurred (or will occur) between April 1 and December 31, 2011. By way of further example, the reconciliation of the 2012 payment (calculated in June 2013) will incorporate adjusted population numbers based on the OFM population report issued in July 2012 adjusted for all annexations of 2,500 or more residents that occurred between April 1, 2012 and December 31, 2012. Where annexations occur, the City and County population values will be adjusted pro rata to reflect the portion of the year in which the annexed area was in the City and the portion of the year in which the area was unincorporated. 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 King County demographer. Notwithstanding the foregoing, the population for all potential Contracting Parties for purposes of determining the final Estimated 2010 Payment will be based on the July 2009 OFM report, adjusted for annexations occurring through the end of December 2010, as known as of April, 2010, and shown on Exhibit C-2, and the reconciliation of the Estimated 2010 Payments (calculated in June 2011) will incorporate changes to population as reflected in the 2010 U.S. Census (results expected to be published April 2011).

Exhibit C-1 shows the *preliminary* calculation of EP for July 1 – December 31, 2010, assuming that the County and all Cities that have expressed interest in signing this Agreement as of May 27, 2010, 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:**

EC is calculated as follows:

$$EC = \{[(C \times .25) \times .5] \times CFS\} + \{[(C \times .25) \times .5] \times D\text{-Pop}\}$$

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). Budgeted Net Allocable Control Services Cost for Service Year 2010 is \$1,698,600, calculated as shown on Exhibit C-3, and shall be similarly derived for Service Years after 2010.

“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 2010 and 2011, the Calculation Period for CFS is the 3-year period from 2007-2009, resulting in an annual average number of Calls for Service for the City and each Contracting Party as shown on Exhibit C- 2.

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

ES 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 **reduced population-based charge** reflecting the regional shelter benefits nonetheless received by such City, calculated as follows (the components of this calculation are defined as described below).

$$ES = (S \times .5 \times \text{Pop}) \div 2$$

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

$$ES = [S \times .5 \times \text{Pop}] + (\text{ESP} \times \text{Pop}_2) + (S \times .5 \times A)$$

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) in the Service Year. The Budgeted Net Allocable Shelter Services Cost for purposes of calculating Estimated 2010 Payments is \$3,004,900 as shown on **Exhibit C-3**, and shall be similarly derived for Service Years after 2010.

"ESP" is the sum of all reduced shelter costs payable in the Service Year by all cities qualifying for such reduced charge.

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

"Pop<sub>2</sub>" is the Population of the City expressed as a percentage of the Population of all Contracting Parties that do not qualify for the reduced population-based shelter charge.

"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 Estimated Payment in 2010 and 2011, the Calculation Period for "A" is the two year period of 2008 and 2009, resulting in an average annual shelter usage number for the City and each Contracting Party as shown in Exhibit C-2.

EL is calculated as follows:

$$EL = [(L \times .5 \times Pop) + (L \times .5 \times I)]$$

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. The Budgeted Net Licensing Cost for purposes of calculating Estimated 2010 Payments is \$898,400, calculated as shown on Exhibit C-3, and shall be similarly derived for Service Years after 2010.

"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 2010 and 2011, the Calculation Period for "I" is the three year period from 2007-2009, and the resulting average annual number of licenses as so calculated for the City and each Contracting Party is shown on Exhibit C-2.





**Exhibit C-1**  
**Preliminary Estimated 2010 Payment (Annualized) (1)**

(Showing participation only of those jurisdictions that have expressed interest as of May 27, 2010 in contracting for either 6 months or 2.5 years)

Animal Control District Number	Jurisdiction	Estimated Control Services Cost Allocation (2)	Estimated Spinner Services Cost Allocation (3)	Estimated Spinning Licensure Cost Allocation (4)	Estimated Total Animal Services Cost Allocation	2009 Licensing Revenue	Estimated Net Cost Allocation	Transition Funding (5)	Credits (6)	Estimated Net Costs with Transition Funding and Credits	Estimated Revenue from Transitional Licensing Support	Estimated Net Final Cost
		<b>Budgeted Total Allocable Costs</b>	<b>\$1,705,000</b>	<b>\$943,400</b>	<b>\$5,855,800</b>							
		<b>Budgeted Non-Licensing Revenue</b>	<b>\$6,500</b>	<b>\$45,000</b>	<b>\$254,000</b>							
		<b>Budgeted Net Allocable Costs</b>	<b>\$1,698,500</b>	<b>\$3,004,900</b>	<b>\$5,601,800</b>	<b>\$3,069,875</b>	<b>-\$2,531,925</b>					
200	Bozell	\$34,953	\$23,508	\$31,134	\$89,592	\$102,097	\$12,435	\$0	\$0	\$12,435	\$0	\$12,435
	Carnation	\$2,650	\$1,988	\$3,952	\$8,638	\$7,243	\$1,395	\$0	\$0	\$1,395	\$0	\$1,395
	Duval	\$6,975	\$13,270	\$5,605	\$25,850	\$22,113	\$3,737	\$1,874	\$0	\$5,607	\$0	\$5,607
	Estimated Unincorporated King County	\$108,319	\$14,481	(see total below)	\$122,800	(see total below)	(see total below)	NA	NA	(see total below)	NA	(see total below)
	Kennore	\$51,275	\$102,787	\$40,559	\$194,621	\$159,211	\$35,410	\$0	\$0	\$35,410	NA	\$35,410
	Lakeland	\$14,142	\$19,085	\$13,251	\$46,478	\$71,987	\$24,491	\$0	\$0	\$24,491	NA	\$24,491
	Lake Forest Park	\$51,589	\$102,175	\$42,704	\$196,468	\$134,311	\$62,157	\$0	\$0	\$62,157	\$0	\$62,157
	Redmond	\$39,458	\$71,803	\$35,938	\$147,204	\$135,347	\$11,857	\$0	\$0	\$11,857	\$0	\$11,857
	Shoreline	\$73,864	\$38,411	\$47,910	\$159,185	\$169,347	\$29,382	\$0	\$0	\$29,382	\$0	\$29,382
	Woodville	\$15,121	\$7,545	\$9,849	\$32,515	\$37,918	\$5,403	\$0	\$0	\$5,403	\$0	\$5,403
	<b>SUBTOTAL FOR CITIES IN 200 (excludes unincorporated area)</b>	<b>\$346,246</b>	<b>\$381,684</b>	<b>\$246,503</b>	<b>\$974,433</b>	<b>\$931,185</b>	<b>-\$26,248</b>	<b>\$1,874</b>	<b>\$0</b>	<b>-\$24,374</b>	<b>\$18,040</b>	<b>-\$6,334</b>
220	Beaux Arts	\$447	\$477	\$1,237	\$1,237	\$800	-\$437	\$0	\$0	-\$437	\$0	-\$437
	Bellevue	\$145,729	\$245,520	\$94,283	\$485,532	\$274,346	-\$211,185	\$0	\$93,030	-\$118,155	\$60,000	-\$58,155
	Clyde Hill	\$3,536	\$4,578	\$2,566	\$10,680	\$8,044	-\$2,636	\$0	\$0	-\$2,636	\$0	-\$2,636
	Estimated Unincorporated King County	\$170,844	(see total below)	(see total below)	(see total below)	(see total below)	(see total below)	NA	NA	(see total below)	NA	(see total below)
	Hunts Point	\$40,815	\$61,476	\$20,819	\$123,110	\$64,509	-\$58,601	\$0	\$0	-\$58,601	\$0	-\$58,601
	Issaquah	\$25,894	\$39,249	\$17,833	\$82,976	\$55,113	-\$27,863	\$0	\$25,113	-\$2,750	\$0	-\$2,750
	Mercer Island	\$13,631	\$19,349	\$5,785	\$38,765	\$10,065	-\$28,065	\$0	\$0	-\$28,065	\$0	-\$28,065
	Newcastle (7)	\$9,916	\$15,427	\$4,188	\$29,531	\$14,341	-\$15,190	\$4,172	\$0	-\$11,018	\$0	-\$11,018
	North Bend	\$12,448	\$22,004	\$7,177	\$41,629	\$23,667	-\$17,963	\$0	\$3,958	-\$14,005	\$0	-\$14,005
	Snoqualmie	\$1,055	\$1,461	\$553	\$3,079	\$2,864	-\$215	\$0	\$0	-\$215	\$0	-\$215
	Yarrow Point	\$253,783	\$409,541	\$153,832	\$817,156	\$457,884	-\$359,272	\$4,172	\$33,958	-\$229,114	\$80,000	-\$149,114
	<b>SUBTOTAL FOR CITIES IN 220 (excludes unincorporated area)</b>	<b>\$1,058,877</b>	<b>\$1,684,309</b>	<b>\$675,555</b>	<b>\$3,408,741</b>	<b>\$2,553,365</b>	<b>-\$855,376</b>	<b>NA</b>	<b>NA</b>	<b>-\$855,376</b>	<b>NA</b>	<b>-\$855,376</b>
240	Burien (includes North Highline Area X Annexation)	\$208,450	\$684,309	\$67,555	\$960,314	\$755,365	-\$204,949	\$49,834	\$49,834	-\$155,115	\$60,000	-\$95,115
	Estimated Unincorporated King County	\$62,145	\$112,831	\$19,605	\$194,581	\$53,065	-\$141,516	\$22,551	\$7,953	-\$111,012	\$10,000	-\$101,012
	SeaTac	\$47,153	\$83,996	\$12,478	\$143,627	\$30,348	-\$113,279	\$15,925	\$5,644	-\$97,110	\$10,000	-\$87,110
	Tukwila	\$317,748	\$891,136	\$149,832	\$1,358,716	\$338,777	-\$1,019,939	\$373,309	\$82,663	-\$937,270	\$80,000	-\$857,270
	<b>SUBTOTAL FOR CITIES IN 240 (excludes unincorporated area)</b>	<b>\$1,058,877</b>	<b>\$1,684,309</b>	<b>\$675,555</b>	<b>\$3,408,741</b>	<b>\$2,553,365</b>	<b>-\$855,376</b>	<b>\$417,2</b>	<b>\$33,958</b>	<b>-\$529,114</b>	<b>\$80,000</b>	<b>-\$449,114</b>
260	Algona	\$144,841	\$53,200	\$49,684	\$147,724	\$158,415	-\$86,310	\$199,649	\$0	-\$66,661	\$0	-\$66,661
	Auburn	\$10,251	\$18,659	\$3,625	\$32,534	\$13,071	-\$19,463	\$3,664	\$0	-\$15,799	\$0	-\$15,799
	Black Diamond	\$49,659	\$68,053	\$16,386	\$134,098	\$60,534	-\$73,504	\$15,364	\$0	-\$58,140	\$0	-\$58,140
	Covington	\$30,596	\$7,502	\$8,885	\$46,983	\$22,484	-\$24,504	\$33,903	\$0	-\$11,021	\$10,000	-\$1,021
	Enumclaw	\$143,398	(see total below)	(see total below)	(see total below)	(see total below)	(see total below)	(see total below)	(see total below)	(see total below)	(see total below)	(see total below)
	Estimated Unincorporated King County	\$45,900	\$68,017	\$17,748	\$131,725	\$67,283	-\$64,433	\$18,285	\$0	-\$46,148	\$0	-\$46,148
	Maple Valley	\$281,238	\$555,444	\$96,928	\$933,610	\$316,777	-\$616,833	\$270,945	\$169	-\$445,888	\$10,000	-\$435,888
	Pacific	\$1,169,012	\$2,267,809	\$619,286	\$4,056,106	\$2,040,523	-\$2,015,583	\$660,000	\$279,521	-\$1,075,061	\$150,000	-\$925,061
	<b>TOTAL FOR CITIES IN 260 (excludes unincorporated area)</b>	<b>\$529,488</b>	<b>\$747,091</b>	<b>\$280,115</b>	<b>\$1,556,684</b>	<b>\$1,029,352</b>	<b>-\$527,332</b>	<b>King County Transitional Costs</b>	<b>NA</b>	<b>-\$527,332</b>	<b>NA</b>	<b>-\$527,332</b>
	<b>TOTAL FOR KING COUNTY</b>											

Source: KC Office of Management and Budget and Animal Care and Control  
Date: May 31, 2010

**Exhibit C-1, cont'd.**

Values for northern cities antioptating using PAWS for sheltering

Notes:  
 1. Assumes the following services costs are allocated to each contract district, then costs are further allocated 50% by total call volume (averaged for 2007-2008) and 50% by 2009 population. For additional detail, see Exhibit C-4.  
 2. One quarter of control services costs are allocated to each contract district, then costs are further allocated 50% by total call volume (averaged for 2007-2008) and 50% by 2009 population.  
 3. This excludes the cost to northern cities of sheltering their animals at PAWS under separate contracts. Shelter costs are allocated 50% by King County shelter volume intake (averaged for 2008-2009) and 50% by 2009 population. Values for northern cities antioptating using PAWS for sheltering  
 4. Licensing costs are allocated per capita license (average 2007-2009). Licensing support is allocated to the five cities with the lowest per capita licensing revenue. For additional detail, see Exhibit C-4.  
 5. Transition funding is as Resident Usage to not more than 10% gross value provided, IT system upgrade, and transitional licensing support.  
 6. Credits include (1) the value of the animal, (2) the value of the animal's care, and (3) the value of the animal's placement.  
 7. Newcastle did not license with models for the maintenance systems and ordering, hiring consultants to review reform progress, and adding an administrator to support reform efforts. Reform efforts also include an additional vet tech, however, this position will be funded by donations and  
 8. One-time costs associated with models for the maintenance systems and ordering, hiring consultants to review reform progress, and adding an administrator to support reform efforts. Reform efforts also include an additional vet tech, however, this position will be funded by donations and  
 9. Other operational costs include changes to the clinic reporting structure, hiring consultants to review reform progress, and adding an administrator to support reform efforts. Reform efforts also include an additional vet tech, however, this position will be funded by donations and  
 therefore the cost is not reported here.

**Estimated Final Net Costs for Northern Cities Contracting with PAWS, Including PAWS Sheltering Costs**

City	Estimated Final Net Costs for PAWS Sheltering		Estimated Final Net Costs for PAWS Costs		Potential Credit Up To
	Assuming King County 2008-2009 Intake and \$150/Animal	Assuming 20% Increase in Intake and \$150/Animal	Assuming King County 2008-2009 Intake and \$150/Animal	Assuming 20% Increase in Intake and \$150/Animal	
Buhal	\$12,435	\$13,050	\$15,860	\$4,894	\$0
Kemore	\$12,469	\$7,575	\$9,090	\$32,371	\$0
Lake Forest Park	\$35,527	\$3,150	\$3,780	\$6,787	\$2,272
Shoreline	\$29,862	\$22,575	\$7,090	\$1,181	\$2,511
Woodinville	\$5,403	\$6,600	\$7,920		\$0
<b>Subtotal</b>					

Exhibit C-1(A)

Implied 2011 Payments for Purpose of Section 15.a.2 (1)

(Showing participation only of those jurisdictions that have expressed interest as of May 27, 2010 in contracting for 2.5 years - actual estimated 2011 payments will be different, based on adjustments for 2011 budgeted total allocable costs, revenues, and the application of budget inflator cap)

Table with columns: Animal Control District Number, Jurisdiction, Estimated Animal Control Costs Allocation (2), Estimated Sheltering Costs Allocation (3), Estimated Licensing Costs Allocation (4), Estimated Total Animal Services Cost Allocation, 2009 Licensing Revenue, Estimated Net Cost Allocation, Transition Funding (5), Credits (6), Estimated Net Costs with Transitional Funding and Credits, Estimated Revenue from Transitional Licensing Support, Estimated Net Final Cost.

Source: KC Office of Management and Budget and Animal Care and Control Date: May 31, 2010

**Exhibit C-1(A) cont'd.**

Values for northern cities anticipating using PAWS for sheltering

Notes:  
 1. Assumes the following services costs are allocated to each control district, based costs are further allocated 50% by total call volume (averaged from 2007-2009) and 50% by 2009 population.  
 2. One quarter of control to northern cities of sheltering their animals at PAWS under separate contracts. Shelter costs are allocated 50% by King County shelter volume intake (averaged for 2008-2009) and 50% by 2009 population. Values for northern cities anticipating using PAWS for sheltering  
 3. This only the 50% population allocation; population and 50% by total number of active licenses (average 2007-2009). Licensing support is allocated to the five cities with the lowest per capita licensing revenue. For additional detail, see Exhibit C-4 for more information.  
 4. Licensing costs are allocated per capita, in a two tier formula: the cost allocation in the regional model to no more than 20% greater than the charge would be under the usage only model for all cities whose net cost is greater than \$5,000 and (2) the impact litigation Credit which limits overall net cost  
 5. Credits include (1) the Resident Upgrade to not more than 10% greater than in the previous model, and various salary and wage contingency elements. Costs associated with enhanced services contracts are revenue backed and are not  
 6. Credits include (1) the Resident Upgrade to not more than 10% greater than in the previous model, and various salary and wage contingency elements. Costs associated with enhanced services contracts are revenue backed and are not  
 7. Newcasite did not license with King. Implementation include contract negotiation, TI system upgrade, and adding an administrator to support reform efforts. Reform efforts also include hiring an additional vet tech, however, this position will be funded by donations and  
 8. One-time costs associated with services for the maintenance systems and crossroads facility lease, King County reform progress, and adding an administrator to support reform efforts. Reform efforts also include hiring an additional vet tech, however, this position will be funded by donations and  
 9. Other operational costs include changes to the clinic reporting structure, hiring consultants to review reform progress, and adding an administrator to support reform efforts. Reform efforts also include hiring an additional vet tech, however, this position will be funded by donations and  
 therefore the cost is not reported here.

**Estimated Final Net Costs for Northern Cities Contracting with PAWS, Including PAWS Sheltering Costs**

City	Estimated Final Net Costs for PAWS Sheltering		Estimated Final Net Costs for PAWS Sheltering	
	Assuming King County Average License and \$150/Animal	Assuming King County 2008-2009 Average License and \$150/Animal	Assuming King County 2008-2009 Average License and \$150/Animal	Assuming a 20% Increase in Daily Potentially Overall Units
Bothell	\$3,932	\$1,575	\$1,351	\$0
Kenmore	\$3,479	\$3,150	\$3,329	\$0
Lake Forest Park	\$3,842	\$22,575	\$27,753	\$4,373
Shoreline	\$3,460	\$7,090	\$7,448	\$1,565
Woodinville	\$3,460	\$7,920	\$1,140	\$1,650

## Exhibit C-2

Population, Calls for Service, Shelter Use and Licensing Data for Jurisdictions,  
Used to Derive the Preliminary and Final Estimated 2010 Payment

Source: KC Office of Management and Budget and Animal Care and Control

Date: May 27, 2010

Proposed District	Jurisdiction	Population (1)	3-Year Average Control Calls	2-Year Average Shelter Intake	3-Year Average Active Licenses
200	Bothell (2)	33,240	195	NA	4,301
	Carnation	1,910	19	28	206
	Duvall	5,980	41	20	775
	Estimated Unincorporated King County	103,400	600	(see total below)	(see total below)
	Kenmore	20,450	176	NA	2,840
	Kirkland	49,010	286	136	4,995
	Lake Forest Park	12,820	83	NA	1,972
	Redmond	51,890	268	112	5,228
	Sammamish	40,670	199	49	4,719
	Shoreline	54,320	511	NA	6,280
	Woodinville	10,670	108	NA	1,344
220	Beaux Arts	315	2	0	45
	Bellevue	120,600	533	299	10,900
	Clyde Hill	2,815	14	2	346
	Estimated Unincorporated King County	92,800	950	(see total below)	(see total below)
	Hunts Point				
	Issaquah	26,890	195	99	2,379
	Mercer Island	22,720	86	23	2,071
	Newcastle	9,925	62	21	400
	North Bend	4,760	59	39	548
	Snoqualmie	9,730	49	35	771
	Yarrow Pt	965	3	0	112
240	Burien (includes North Highline Area X Annexation)	48,200	750	(see total below)	(see total below)
	Estimated Unincorporated King County	113,180	1,202	2,481	9,996
	Kent (Includes Panther Lake Annexation)	25,730	467	351	2,197
	SeaTac	18,170	373	268	1,207
	Tukwila				
260	Algona	67,485	672	1,191	5,325
	Auburn	4,180	55	59	468
	Black Diamond	17,530	297	197	2,260
	Covington	11,460	175	191	1,017
	Enumclaw	59,700	750	(see total below)	(see total below)
	Estimated Unincorporated King County	20,840	220	173	2,250
	Maple Valley				
	Pacific				
<b>City Totals</b>	<b>758,255</b>	<b>6,349</b>	<b>5,769</b>	<b>74,954</b>	
<b>King County Unincorporated Area Totals</b>	<b>304,100</b>	<b>3,050</b>	<b>1,360</b>	<b>38,156</b>	
<b>TOTALS</b>	<b>1,062,355</b>	<b>9,399</b>	<b>7,129</b>	<b>113,110</b>	

1. Population and usage values have been adjusted to include 2010 annexations with effective dates of July 1, 2010 or earlier (i.e., Burien, Panther Lake).

2. Bothell is opting for a 6 month option. They will not be included in allocations for 2011 and 2012.

## 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 Estimated 2010 Payments. All values shown are based on annualized costs and revenues. The staffing levels incorporated in this calculation are for year 2010 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 2010 (Annualized) Control Services Costs is shown below (all costs in 2010 dollars).

		Cost Methodology
1	Direct Service Management Staff Costs	\$109,400
2	Direct Service Field Staff Costs	\$683,300
3	Call Center Direct Service Staff Costs	\$209,300
4	Overtime, Duty, Shift Differential and Temp Costs	\$71,500
5	Facilities Costs	\$10,200
6	Office and Other Operational Supplies and Equipment	\$22,900
7	Printing, Publications, and Postage	\$45,000
8	Medical Costs	\$25,000
9	Other Services	\$80,000
10	Transportation	\$155,000
11	Communications Costs	\$35,600
12	IT Costs and Services	\$57,500
13	Misc Direct Costs	\$25,400
14	General Fund Overhead Costs	\$17,400
15	Division Overhead Costs	\$111,300
16	Other Overhead Costs	\$46,200
	2010 Budgeted Total Allocable Control Services Cost	\$1,705,000
17	Less 2010 Budgeted Total Non-Licensing Revenue Attributable to Control Services	\$6,500
	2010 Budgeted Net Allocable Control Services Cost	\$1,698,500

## NOTES:

- 1 Management direct service staff consists of 0.40 FTE Animal Care and Control Manager, 0.40 FTE Operations Manager, and 0.17 Information Technology Manager.
- 2 Direct Service Field Staff Costs consist of 1.00 FTE Animal Control Officer Sergeant, 1.00 FTE Animal Control Officer Cruelty Sergeant, 6.00 FTE Animal Control Officers.
- 3 Call center costs for 1.00 FTE Administrative Assistant/Lead and 2.00FTE call takers.
- 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 2010 (Annualized) Shelter Services Costs is shown below (all costs in 2010 dollars).

		Cost Methodology
1	Direct Service Management Staff Costs	\$154,900
2	Direct Service Shelter Staff Costs	\$1,280,200
3	Direct Service Clinic Staff Costs	\$399,100
4	Overtime, Duty, Shift Differential and Temp Costs	\$205,100
5	Facilities Costs	\$150,000
6	Office and Other Operational Supplies and Equipment	\$130,200
7	Printing, Publications, and Postage	\$5,000
8	Medical Costs	\$145,000
9	Other Services	\$200,000
10	Transportation	\$10,000
11	Communications Costs	\$13,200
12	IT Costs and Services	\$35,000
13	Misc Direct Costs	\$33,300
14	General Fund Overhead Costs	\$203,100
15	Division Overhead Costs	\$195,500
16	Other Overhead Costs	\$47,700
	2010 Budgeted Total Allocable Shelter Services Cost	3,207,400
17	Less 2010 Budgeted Total Non-Licensing Revenue Attributable to Shelter Services	\$202,500
	2010 Budgeted Net Allocable Shelter Services Cost	\$3,004,900

**NOTES:**

- 1 Management direct service staff consists of 0.60 FTE Animal Care and Control Manager, 0.60 FTE Operations Manager, and 0.17 Information Technology Manager.
- 2 Direct Service Shelter Staff Costs consist of 2.00 FTE Animal Control Officer Sergeants, 12.00 FTE Animal Control Officers, 1.00 FTE Placement Specialist, 1.00 FTE Volunteer Coordinator.
- 3 Direct Service Clinic Staff Costs consist of 2.00 FTE veterinarians and 2.00 FTE veterinarian techs.

- 4 These additional salary costs support complete processing of animals received late in the day, extra help during kitten season, and limited backfill for vet and vet techs when on vacation.
- 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 2010 (Annualized) Licensing Services Costs is shown below (all costs in 2010 dollars).

		Cost Methodology
1	Direct Service Management Staff Costs	\$60,000
2	Direct Service Licensing Staff Costs	\$423,900
3	Overtime, Duty, Shift Differential and Temp Costs	\$30,000
4	Facilities Costs	\$13,100
5	Office and Other Operational Supplies and Equipment	\$3,300
6	Printing, Publications, and Postage	\$166,000
7	Other Services	\$15,000
8	Communications Costs	\$5,000
9	IT Costs and Services	\$85,000
10	Misc Direct Costs	\$2,000
11	General Fund Overhead Costs	\$25,300
12	Division Overhead Costs	\$54,800
13	Other Overhead Costs	\$60,000
	<b>2010 Budgeted Total Allocable Licensing Services Cost</b>	<b>\$943,400</b>
14	Less 2010 Budgeted Total Non-Licensing Revenue Attributable to Licensing Services	\$45,000
	<b>2010 Budgeted Net Allocable Licensing Services Cost</b>	<b>\$898,400</b>

**NOTES:**

- 1 Management direct service staff consists of 0.17 Information Technology Manager and 0.33 Licensing Section Manager.
- 2 Direct Service Licensing Staff Costs consist of 0.5 FTE Pet License Supervisor, 1.00 FTE Sales and Marketing Manager, 2.80 FTE Customer Specialists, 1.00 FTE Fiscal Specialist, and 1.00 Administration Assistant.
- 3 These additional salary costs support overtime costs as well as a limited non-jurisdiction specific marketing effort. These costs do not include the enhanced transitional licensing support to be provided by King County to certain cities.
- 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

**Transition Funding Credit ("T"), Resident Usage Credit ("U") and Impact Mitigation Credit ("M") Calculation and Allocation**

**Transition Funding Credit**

The Transition Funding Credit has been calculated to offset costs to certain cities on a declining basis over four years. Cities qualifying for this credit, as shown below, are those that under the basic Animal Services cost allocation formula (allocating costs generally based half on population and half on usage), would pay the highest per capita costs in 2010.

To determine the initial level of the Transition Funding Credit, \$250,000 has been allocated to Cities with preliminary estimated 2010 cost allocations (before considering offsetting Licensing Revenue) exceeding \$6 per capita; an additional \$400,000 was allocated to the Cities with preliminary estimated 2010 cost allocations (before considering offsetting Licensing Revenue) exceeding \$8 per capita. (The per capita cost allocations used to qualify for this credit may be derived from Exhibit C-1 in column caption "Estimated Total Cost Allocation" divided by the population for the jurisdiction as shown in Exhibit C-2.)

The Transition Funding Credit declines over time: 50% of the annual amount (since the service year is six months, rather than a full year) is allocable to each qualifying City in calculating the Estimated 2010 Payment; 100% of the amount is allocable again in calculating the 2011 Estimated Payment; 66% of the amount is allocable in 2012. If the Agreement is extended for an additional two years, 33% of the amount is available in 2013; no Transition Funding Credit is allocable in 2014.

The credit is only available to a qualifying City if that City has agreed to a 2.5 Year Agreement. 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 – Initial Contract Period and Extension Period**

Jurisdiction	Initial 2 1/2-Year Contract Period			2-Year Extension Period	
	2010 Transition Funding (1/2 year)	2011 Transition Funding	2012 Transition Funding	2013 Transition Funding	2014 Transition Funding
Carnation	\$836	\$1,674	\$1,105	\$552	\$0
North Bend	\$2,086	\$4,172	\$2,753	\$1,376	\$0
Kent	\$167,417	\$334,834	\$220,990	\$110,495	\$0
SeaTac	\$11,275	\$22,551	\$14,884	\$7,442	\$0
Tukwila	\$7,962	\$15,925	\$10,510	\$5,255	\$0
Auburn	\$99,824	\$199,649	\$131,768	\$65,884	\$0
Black Diamond	\$1,832	\$3,664	\$2,418	\$1,209	\$0
Covington	\$7,682	\$15,364	\$10,140	\$5,070	\$0
Enumclaw	\$16,592	\$33,903	\$22,376	\$11,188	\$0
Maple Valley	\$9,133	\$18,265	\$12,055	\$6,027	\$0

## Notes:

1. The transitional funding credit is the same regardless of which cities sign an Agreement.

**Resident Usage Credit**

The Resident Usage Credit has been calculated to offset the costs of certain cities agreeing to a 2.5 year Agreement that have a low use of King County animal services relative to their population. The amount of the credit is different depending on whether the City of Bothell is receiving service during a given Service Year. The credit has been determined by comparing the estimated cost Cities would pay on an annualized basis in 2010 if the regional payment model was based solely on usage (including estimated costs payable to PAWS by cities that will be contracting for shelter services with PAWS) to the cost payable under the adopted model (which incorporates both usage and population, including estimated costs payable to PAWS by Northern Cities that will be contracting for shelter services with PAWS). The credit is set so that no City that has a Preliminary Estimated 2010 Cost Allocation after considering 2009 Licensing Revenue (as shown in Exhibit C-1 in the column captioned "Estimated Net Cost Allocation") of over \$5,000 (an annualized cost) pays more than 120% above what it would pay under a usage-based model that assumes all cities that expressed interest in participating as of May 5, 2010 sign an Agreement; *provided that*, a City must sign a 2.5 year Agreement to qualify for the credit; and *provided further*, that credits are fixed in amount as shown in Table 2 below and will not change regardless of which Cities sign the Agreement. As annualized, the credit is carried forward each year without change through 2012. Application of the credit can never result in the Final Estimated Payments for any Service Year being less than \$2,750 for receipt of Animal Services in that year if Bothell is served under an Agreement in such Service Year and not

less than \$2,875 for receipt of Animal Services in that year if Bothell is not served (for Northern Cities with PAWS contracts in effect as of July 1, 2010, calculations are made inclusive of a City's actual payments for such year to PAWS for shelter services). These minimum values are annualized (thus, for example, in 2010, if Bothell is served, the Final Estimated Payments cannot be less than  $\$2750 \div 2 = \$1,375$ ).

**Table 2: Resident Usage Credit (Annualized Values) (1)**

Jurisdiction	For Service Years in which the City of Bothell Is Receiving Animal Services under an Agreement	For Service Years in Which the City of Bothell Is Not Receiving Animal Services
Kirkland	\$20,084	\$20,433
Kirkland PAA(2)	\$16,465	\$16,935
Redmond	\$34,961	\$35,692
Sammamish	\$9,140	\$14,815
Bellevue	\$91,697	\$93,703
Mercer Island	\$25,113	\$26,143
Newcastle	\$8,796	\$9,071
Snoqualmie	\$3,958	\$4,144

**Notes:**

1. The residential usage credit does not change with time; it only varies based on whether Bothell is receiving services. Thus, if Bothell signs a 6 month Agreement (e.g., ending December 2010), the credit payable in 2010 will be one half the value in column 2 above; the credit payable in 2011 will be the amount in column 3.
2. Kirkland will receive this credit from and after the time the Kirkland PAA is annexed, in addition to the credit noted in the row above labeled "Kirkland."

**Impact Mitigation Credit**

The purpose of this credit is to limit the impact to Contracting Cities signing for a 2.5 year Agreement as a result of three cities (Burien, Algona and Pacific) deciding as of May 5, 2010, that they would not participate in the model, as compared to the costs presented to all cities in April, 2010, and assuming all other Cities shown in **Exhibit C-1** sign the Agreement. The amount of the credit is sized to ensure that a City's Preliminary Estimated Payment *after* applying the Residential Use Credit and the Transition Funding Credit is not greater than 10% more than the Preliminary Estimated 2010 Cost from the April 2010 model and not greater than 15% more than such Cost if Bothell does not contract for service past December 2010; *provided* that the credit amounts are fixed as shown in **Table 3** below and will not change regardless of which Cities sign the Agreement; *provided further* that only Cities signing a 2.5 year agreement qualify for the

credit; and *provided further that* application of the credit can never result in the Estimated Payment Amount, of less than \$2,750 for receipt of Animal Services in that Service Year if Bothell is served under an Agreement in such Service Year and not less than \$2,875 for receipt of Animal Services in that year if Bothell is not served (for Northern Cities with PAWS contracts in effect as of July 1, 2010, calculations are made inclusive of a City's actual payments for such year to PAWS for shelter services). These minimum values are annualized (thus, for example, in 2010, if Bothell is served, the Final Estimated Payments cannot be less than  $\$2750 \div 2 = \$1,375$ ).

The allocation of the Impact Mitigation Credit is shown on Table 3.

**Table 3: Impact Mitigation Credit (Annualized Values) (1, 2)**

Jurisdiction	For Service Years in which the City of Bothell Is Receiving Animal Services under an Agreement	For Service Years in Which the City of Bothell Is Not Receiving Animal Services
Bothell (2)	\$475	
Carnation		\$81
Duvall	\$865	\$1,693
Kirkland	\$10,473	\$17,107
Redmond	\$8,098	\$12,945
Shoreline (2)		\$4,373
Woodinville (2)		\$1,585
Bellevue	\$1,334	\$2,797
Newcastle	\$2,170	\$1,498
Yarrow Point		\$35
Kent	\$49,065	\$41,536
SeaTac	\$7,953	\$4,645
Tukwila	\$5,644	\$2,783
Enumclaw	\$169	

Notes:

1. These credits do not change over the period of the Agreement.
2. These credits assume that these cities' costs to shelter animals at PAWS exceed their estimated rebate by greater than \$2,750 in Column 2 situation (Bothell served) and \$2,875 in the Column 3 situation (Bothell not served). At reconciliation, if a City with a PAWS shelter contract cannot demonstrate this, it will not receive the credit. Regardless of how great a PAWS shelter contract cost is, the credit cannot exceed the amount shown here.



**Exhibit C-5**

**Transitional Licensing Revenue Support Services Provided in 2010**

The Cities that will receive Transitional Licensing Revenue Support Services in 2010 are listed below. These Cities have been selected by determining which cities in 2009 had the lowest per-capita licensing revenue amongst all cities to which the County was then providing animal care and control services, and (as shown in **Exhibit C-1**).

City of Bellevue

City of Kent

City of SeaTac

City of Tukwila

City of Enumclaw

The Transitional Licensing Revenue Support Services to be provided in 2010 are detailed in Section 7 of the Agreement. The 2010 Estimated Payment for these Cities incorporates the estimated revenue expected to result from these services.

## 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

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 2010

Component	Estimated 2010 Payment (Exhibit C-1)	Final Estimated 2010 Payment	Reconciliation Payment Amount (determined June 2011)
ER	2009	Same	Actual 2010 (July-December)
CFS	2007-2009	Same	Actual 2010 (July-December)
A	2008-2009	Same	Actual 2010 (July-December)
I	2007-2009	Same	Actual 2010 (July-December)
Pop, D-Pop	July 2009 OFM report, adjusted for annexations known approved to occur in or prior to 2010	Same	US Census (published April 2011)

//  
//  
//  
//  
//  
//

## Calculation Periods -- Service Year 2011

Component	Preliminary Estimated 2011 Payment (published August 2010)	Estimated 2011 10 Payment (published December 2010)	Reconciliation Payment Amount (determined June 2012)
ER	2007-2009	Same	Actual 2011
CFS	2007-2009	Same	Actual 2011
A	2008-2009	Same	Actual 2011
I	2007-2009	Same	Actual 2011
Pop, D-Pop	July 2010 OFM report, adjusted for annexations known approved to occur in or prior to 2011.	Same (corrected if necessary for annexations approved after August 2010 and effective during or before 2011)	July 2011 OFM report, adjusted for annexations approved after April 2011 to take effect in 2011

## Calculation Periods: Service Year 2012

Component	Preliminary Estimated 2012 Payment (published August 2011)	Estimated 2012 10 Payment (published December 2011)	Reconciliation Payment Amount (determined June 2013)
ER	Actual 2010	Same	Actual 2012
CFS	Actual 2010	Same	Actual 2012
A	Actual 2010	Same	Actual 2012
I	Actual 2010	Same	Actual 2012
Pop, D-Pop	July 2011 OFM report, adjusted for annexations known approved to occur in 2012.	Same (corrected if necessary for annexations approved after August 2011 and effective during or before 2012)	July 2012 OFM report, corrected if necessary for annexations approved after April 2012 to take effect in 2012

## Exhibit C-7

## Payment and Calculation Schedule

## Service Year 2010 (July 1, 2010 – December 31, 2010)

Item	Date
Final Estimated 2010 Payment calculation provided to City by County	August 1, 2010
2010 Estimated Payment payable by City (or County, if a credit is calculated)	January 15, 2011
Reconciliation Adjustment Amount for 2010 calculated by County; City notified	On or before June 30, 2011
Reconciliation Adjustment Amount for 2010 payable by City (or County, if a credit is calculated)	August 15, 2011

## Service Year 2011

Item	Date
Preliminary estimate of 2011 Estimated Payments provided to City by County	August 1, 2010
Final Estimated 2011 Payment calculation provided to City by County	December 15, 2010
First 2011 Estimated Payment due	June 15, 2011
Second 2011 Estimated Payment due	December 15, 2011
2011 Reconciliation Adjustment Amount calculated	On or before June 30, 2012
2011 Reconciliation Adjustment Amount payable	August 15, 2012

//

//

//

//

//

//

//

//

//

//

//

//

**Service Year 2012**

<b>Item</b>	<b>Date</b>
Preliminary estimate of 2012 Estimated Payments provided to City by County, (together with notice of reminder of deadline for giving notice of intent not to automatically extend Agreement an additional two years.)	August 1, 2011
Final Estimated 2012 Payment calculation provided to City by County	December 15, 2011
Notice of Intent not to Automatically Extend Agreement due	May 1, 2012
First 2012 Estimated Payment due	June 15, 2012
Second 2012 Estimated Payment due	December , 2012
2012 Reconciliation Adjustment Amount calculated	On or before June 30, 2013
2012 Reconciliation Adjustment Amount payable	On or before August 15, 2013

If the Agreement is extended past December 31, 2012, the schedule is developed in the same manner as described above for years 2011 and 2012.

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

<b>Dates for remittal to County of pet license sales revenues processed by Cities (per section 3.c)</b>	<b>Quarterly, each March 31, June 30, September 30, December 31</b>
---	---

## Exhibit D Reconciliation

The purpose of the reconciliation calculation is to adjust payments made each Service Year by Contracting Parties to reflect actual use, population, licensing rates and licensing and non-licensing revenue data as compared to the Estimated Payments made. To accomplish this, an Adjusted Payment "AP" calculation is made each June for each Contracting City, *using the same formulas from Exhibit C but substituting actual values* as described below (with one additional component calculation related to Enhanced Service Contracts).

For Service Year 2010, AP is calculated based on actual values from the six month period of the Agreement from July-December 2010, compared against the 2010 Final Estimated Payment for the same six month period, thus:

$$EP - AP = R$$

For Service Years 2011 and beyond, AP is an annualized number, and is compared to the total Estimated Payments owed by the Party for the Service Year ("EP x 2") to determine a Reconciliation Adjustment Amount ("R"), thus:

$$(EP \times 2) - AP = R$$

The value of "R" can be positive or negative; *provided that* in no event shall a City receiving a Transition Funding Credit for the Service Year pay less than \$0 for receipt of Animal Services in that year, and in no event shall a City receiving a Resident Usage Credit or Impact Mitigation Credit for the Service Year pay less than \$2,750 (annualized) for receipt of Animal Services in that year if Bothell is served, nor less than \$2,875 (annualized) for receipt of Animal Services in that year if Bothell is *not* served in such year (for Northern Cities with PAWS contracts in effect as of July 1, 2010, calculations are made inclusive of a City's actual payments for such year to PAWS for shelter services).

As described in Exhibit C, the amount of the Estimated Payment(s) ("EP") for each Service Year are derived from applying Budgeted Net Allocable Costs and *historical* (Calculation Period) use, population and licensing data to the formulas set forth in Exhibit C. These formulas are restated below, substituting actual value components (denoted by an "A" in subscript) for purposes of calculating "AP." Terms not otherwise defined here have the meanings set forth elsewhere in Exhibit C or the body of the Agreement.

$$AP = [AC + AS + AL - AR - T - U - M]$$

Where:

$$AC = \{[(C_A \times .25) \times .5] \times CFS_A\} + \{[(C_A \times .25) \times .5] \times D\text{-Pop}_A\} + O$$

$$AS \text{ (for "Northern Cities" with shelter contracts with PAWS)} = (S_A \times .5 \times \text{Pop}_A) \div 2$$

$$AS \text{ (for all other cities)} = [S_A \times .5 \times \text{Pop}_A] + (ESP_A \times \text{Pop}_{2A}) + (S_A \times .5 \times A_A)$$

$$AL = [(L_A \times .5 \times \text{Pop}_A) + (L_A \times .5 \times I_A)]$$

And where:

"AC" is the City's adjusted share of the Control Services Cost for the Service Year.

"AS" is the City's adjusted share of the Shelter Services Cost for the Service Year.

"AL" is the City's adjusted share of the Licensing Services Cost for the Service Year.

"T" is the Transition Funding Credit, if any, for the Service Year, provided that the Transition Credit will be limited if necessary so that the value of AP is not less than zero.

"U" is the Resident Usage Credit, if any, for the Service Year, provided that the Resident Usage Credit will be limited if necessary so that the value of AP is not less than \$2,750 (annualized) for receipt of Animal Services in that year if Bothell is served and not less than \$2,875 (annualized) for receipt of Animal Services in that year if Bothell is not served (for Northern Cities with PAWS contracts in effect as of July 1, 2010, calculations are made inclusive of a City's actual payments for such year to PAWS for shelter services).

"M" is the Impact Mitigation Credit, if any, for the Service Year, provided that the Impact Mitigation Credit will be limited if necessary so that the value of AP is not less than \$2,750 (annualized) for receipt of Animal Services in that year if Bothell is served and not less than \$2,875 (annualized) for receipt of Animal Services in that year if Bothell is not served (for Northern Cities with PAWS contracts in effect as of July 1, 2010, calculations are made inclusive of a City's actual payments for such year to PAWS for shelter services).

"AR" is **Actual Licensing Revenue** attributable to the City, based on actual Licensing Revenues received from residents of the City in the Service Year. (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).

"CA" is **Adjusted 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 Actual Total Non-Licensing Revenue attributable to Control Services in the Service Year.

"CFS<sub>A</sub>" is the actual total annual number of Calls for the Service Year for animal control services originating within the City *expressed as a percentage* of the CFS<sub>A</sub> for all Contract Parties within the Control District. Calls responded to by an Animal Control Officer dedicated to the City per an Enhanced Service Contract are not included in the calculation of CFS<sub>A</sub>.

"D-Pop<sub>A</sub>" is the **Adjusted Population** of the City, *expressed as a percentage* of the Population of all jurisdictions within the applicable Control District (pro-rated if necessary to account for annexations over 2,500 occurring during the Service Year)

"Pop<sub>A</sub>" is the Adjusted Population of the City *expressed as a percentage* of the Population of all Contracting Parties (pro-rated if necessary to account for annexations over 2,500 occurring during the Service Year)

"O" is the Support Cost Adjustment Factor amount associated with Enhanced Control Service, if any, as further described in **Exhibit D-1**.

"S<sub>A</sub>" is the **Adjusted Budgeted Net Allocable Shelter Services Cost** for the Service Year, which equals the County's Budgeted Total Allocable Costs for Shelter Services *less* Actual Total Non-Licensing Revenue attributable to Shelter operations (i.e., adoption fees, microchip fees, impound fees, owner-surrender fees, from all Contracting Parties) in the Service Year.

"ESP<sub>A</sub>" is the sum of all reduced shelter costs allocable to all cities qualifying for such reduced charge in the Service Year (thus incorporating values of Pop<sub>A</sub>).

"A<sub>A</sub>" is the sum of the actual number of animals that during the Service Year 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 Service Year.



"LA" is the **Adjusted 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* Actual Total Non-Licensing Revenue attributable to License Services (for example, pet license late fees) in the Service Year.

"IA" is the actual number of active paid regular pet licenses (e.g., excluding buddy licenses or temporary licenses) issued to City residents during the Service Year.

If the resulting calculation shows that the City's AP for the Service Year is *less than* EP for Service Year 2010 (EP x 2 for Service Years 2011 and beyond), the difference ("R") shall be paid to the City by the County not later than August 15; provided that R shall be limited such that in no event shall the City pay less than zero for Animal Services for the Service Year if the City received a Transition Credit, and not less than \$2750 (annualized) in that year if Bothell is served and not less than \$2,875 (annualized) for receipt of Animal Services in that year if Bothell is not served (for Northern Cities with PAWS contracts in effect as of July 1, 2010, calculations are made inclusive of a City's actual payments for such year to PAWS for shelter services).

If the resulting calculation shows that the City's AP is *more than* the EP for the Service Year, the difference ("R") shall be paid by the City to the County not later than August 15.

## Exhibit D-1

### Calculation of Support Cost Adjustment Factor Associated with Enhanced Control Service ("O")

The Support Cost Adjustment Factor is intended re-allocate certain indirect costs associated with Animal Control Officers (ACOs) when an Enhanced Control Service Contract is in place for any Contracting Party and the Enhanced Service is being provided during Regular ACO Service Hours as defined in Exhibit A, Part I, Section 2.a.

If a Contracting Party purchases Enhanced Control Service during any part of a Service Year, and that Enhanced Control Service is provided **during Regular ACO Service Hours**, then a Support Cost Adjustment Factor ("O") will be calculated for all Contracting Parties *in the same Control District*. This calculation will be applied as part of the reconciliation process.

If no Contracting Party within the Control District purchased Enhanced Control Service during any part of a Service Year, or if Enhanced Control Service was purchased but was **not provided during Regular ACO Service Hours**, then there is no Support Cost Adjustment Factor (that is, the value of "O" is zero).

If "O" is not zero, its value will be calculated as follows:

First, identify the *Non-Direct Service Support Costs for Control Services in a single Control District* (including the management, animal cruelty sergeant, call center and IT costs and general overhead costs; excluding salary, benefits, vehicle and equipment costs).

Second, divide this Non-Direct Service Support Cost number by 2 (since half these costs are funded through the population-based factor in calculation of "CA"), to derive the *Allocable Support Costs*.

Third, divide the *Allocable Support Costs* by 6 (the number of regular ACOs funded in the base service model) **plus** the number of Enhanced Animal Control Service Officers providing service in the Control District. *For example*, if a City (or Cities) in the Control District has purchased .5 FTE equivalent of Enhanced Service, the divisor is 6.5. The resulting dollar amount is then multiplied by the FTE equivalent for the Enhanced Service officer (in this example, .5) to derive the *Support Cost Adjustment Factor*.

The *Support Cost Adjustment Factor* is then applied as follows to determine the value of "O" for each Contracting Party in the Control District:

1. One Half the Support Cost Adjustment Factor multiplied by the Contracting Party's percentage of Calls for Service (CFSA) is applied as a **reduction in costs for all Contracting Parties** in the Control District.
2. One Half the Support Cost Adjustment Factor (shared pro rata if Parties are sharing an Enhanced Control Service officer within the same Control District) is applied as an **addition in costs** for the Contracting Party purchasing Enhanced Service.

A hypothetical example follows, based on 2010 *Annualized Costs*, assuming .5 FTE Enhanced Control Service purchased by 1 City in a Control District:

Total Allocable Control Service Costs in the base model (excluding costs of enhanced service officer):	\$1,698,500
Allocable Control Service Costs per District ( $\$1,698,500 \div 4$ )	\$424,625
<i>Non-Direct Service Support Costs for Control Services in a Single Control District</i>	\$196,450
<i>Allocable Support Costs (allocable based on Use)</i> ( $\$196,450 \div 2$ )	\$98,225
<i>Support Cost Adjustment Factor</i> ( $\$98,225 \div 6.5$ ) x .5FTE	\$7,556
Assume 4 Parties in Control District	
City A % of Calls for Service, actual (CFSA) = 20%	
City B CFSA = 30%	
City C CFSA = 10%	
County CFSA = 40%	
Assume City A purchases .5 FTE Enhanced Control Service for the full Service Year. Resulting 2010 annualized costs for "O" shown for each City and County in the rows below:	
City A value of "O" is an additional cost of ( $\$7,556 \div 2$ ) - [20% x ( $\$7,556 \div 2$ )] = $\$3,778 - \$756 = \$3,022$	\$3,022
City B value of "O" is a cost reduction of 30% x ( $\$7,556 \div 2$ )	- \$1,133
City C value of "O" is a cost reduction of 10% x ( $\$7,556 \div 2$ )	- \$378
County value of "O" is a cost reduction of 40% x ( $\$7,556 \div 2$ )	- \$1,511

## Exhibit E

## Enhanced Control Services Contract (Optional)

Between City of \_\_\_\_\_ ("City") and King County ("County")

The County is prepared to offer Enhanced Control Services to the City subject to the terms and conditions as described herein. **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 the City and the County have entered into the underlying Agreement.** The Parties may agree to enter into this Enhanced Control Services Contract ("Contract") at any point during the term of the Animal Services Interlocal Agreement between the City and the County dated effective July 1, 2010 ("Agreement") and prior to August 1, 2011.

A. The County shall 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 (Enhanced Service Options Matrix)**. Such services shall be provided for the period of time and cost described on **Attachment A** and may not be for a term of less than one year except as per subparagraph 1 below. Costs identified in **Attachment A** are for one (1) year of service, in 2010 dollars, and include the cost of the employee (salary, benefits), equipment and animal control vehicle for the employee's use. Thus, the cost for service for July 1 through December 31, 2010 will be one-half the amount shown in **Attachment A**. Annual costs are subject to adjustment each year, limited by the Annual Budget Inflation Cap (as defined in the Agreement).

1. Notwithstanding the foregoing, a City requesting enhanced control services beginning in July 2010 can require that its Contract term end on December 31, 2010, in the event the County implements (at the County's expense) an additional 2 days per week of Control Services countywide beginning in January 2011 (resulting in 7-day per week/8 hour day minimum). If such additional service is not funded by the County, the City's Contract for enhanced Control Services will remain in effect for such longer period as the City has requested (not less than one-year in total).

B. 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). However, if the City is requesting that the Enhanced Service occur during Regular ACO Service Hours, the City will pay a Support Cost Adjustment Factor as part of the

Reconciliation Adjustment Amount, calculated per **Exhibit D-1** of the Agreement, in addition to the costs described herein.

C. The scheduling of work by the Dedicated Officer shall be determined by mutual agreement of the contract administrators identified in Section 16 of the Agreement, and the mutual agreement of officials of other Cities named as contract administrators that have committed to sharing in the expense of the Dedicated Officer; provided in the event the parties are unable to agree, the County shall have the right to finally determine the schedule of the Dedicated Officer in order to best meet the requests of multiple cities in light of work rules applicable to the Dedicated Officer.

D. 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.

E. The County shall 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.

F. 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, a minimum of 1600 hours per year will be provided. Similarly, a half-time FTE will provide a minimum of 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 4<sup>th</sup> quarter of each year during the term of this Contract, an invoice shall be submitted to the City no later than December 15<sup>th</sup>. All invoiced amounts shall be payable by the City within 30 days of the invoice date.

G. 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 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.

H. 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 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 as provided in Paragraph A.1 (alternate service end date must be provided in event sales tax vote is not approved).

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 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 cities sharing the services of that FTE.

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

\*2010 annual cost; subject to annual inflator adjustment as described in Paragraph A.

Request Signed as of this \_\_\_ day of \_\_\_\_\_, 2010.

City of \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_







1

06-15-10

pj

Sponsor: Jane Hague

Proposed No.: 2010-0327

1 AMENDMENT TO PROPOSED ORDINANCE 2010-0327, VERSION 1

2 On page 6, after line 128, insert:

3 SECTION 1. Ordinance 16717, Section 19, as amended, is hereby amended by  
4 adding thereto and inserting the following:

5 OFFICE OF MANAGEMENT AND BUDGET - From the general fund there is  
6 hereby appropriated to:

7 Office of management and budget \$0

8 The maximum number of additional FTEs for office of management and budget  
9 shall be: 0

10 P1 PROVIDED THAT:

11 Of this appropriation, \$100,000 shall not be expended or encumbered until the  
12 council reviews and, by motion, acknowledges receipt of a report and supporting proposed  
13 legislation from the office of management and budget detailing a review of the feasibility  
14 and a plan for consolidating responsibilities for the provision of security and weapons  
15 screening at King County courthouses. The office shall transmit the report to the council  
16 by June 15, 2010. The office of management and budget, working with representatives of  
17 the superior court, district court, office of the prosecuting attorney, sheriff, the department

18 of adult and juvenile detention, the facilities management division and the security  
19 oversight committee created through Ordinance 16007 shall review the manner in which  
20 current security services are provided and make recommendations to consolidate the  
21 responsibilities for courthouse security. The report shall include a review of existing  
22 services, a summary of the work of consultants that have been reviewing county facility  
23 security as part of the county's security operational master plan and recommendations  
24 from the security oversight committee. The report shall include a review and analysis of  
25 the costs and supporting revenue structure of the potential new structure for providing  
26 security. The office shall use this work to develop supporting proposed legislation for  
27 council review that would allow for the consolidation of security services and weapons  
28 screening. The legislation shall include recommendations for reorganization and transfer  
29 of staff to the agency that will have full responsibility for security services and a plan for  
30 adequately funding the proposed organization. The report and legislation shall also  
31 identify the executive's plans for negotiating and implementing agreements with the  
32 collective bargaining units affected by the proposed consolidation, the schedules,  
33 resources needed for implementing program changes and milestones for consolidation.

34 The report required to be submitted by this proviso must be filed in the form of a  
35 paper original and an electronic copy with the clerk of the council, who shall retain the  
36 original and provide an electronic copy to all councilmembers and to the committee  
37 coordinator for the for the law, justice, health and human services committee or its  
38 successor.

39 P2 PROVIDED FURTHER THAT:

40 Of this appropriation, \$100,000 may not be expended or encumbered until the  
41 executive has submitted a report, and a motion for council acceptance of the report, on  
42 possible efficiencies and cost savings that could result from assigning the fleet  
43 administration division responsibility for maintaining county fleets, other than the transit  
44 revenue vehicle fleet, that are not currently maintained by the fleet administration  
45 division. This report and motion shall be transmitted to the council by May 1, 2010.

46 This report shall address, but not be limited to: (1) efficiencies that could result  
47 from further consolidation of maintenance operations within the fleet administration  
48 division; (2) cost savings that could result from such consolidation; (3) additional costs of  
49 staffing, facilities, equipment, and financial/accounting systems that would be required for  
50 this consolidation; (4) potential savings from schedule efficiencies and revised overtime  
51 policies; (5) impact on any county contracts for services provided by private sector firms;  
52 and (6) the steps necessary for the fleet administration division to assume the management  
53 and maintenance of each fleet.

54 The report and motion required to be submitted by this proviso must be filed in the  
55 form of a paper original and an electronic copy with the clerk of the council, who shall  
56 retain the original and provide an electronic copy to all councilmembers and to the  
57 committee coordinator for the physical environment committee or its successor.

58 P3 PROVIDED FURTHER THAT:

59 Of this appropriation, \$25,000 shall only be expended or encumbered if, by June  
60 30, 2010, the executive transmits to the council a report on the role of the children and  
61 family commission that includes: (1) the legal basis for the commission and its legal  
62 responsibilities; (2) the activities undertaken by the commission; (3) commission

63 membership and terms of appointment; (4) the outcomes the commission has identified  
64 and is working to achieve; (5) the commission's reporting requirements and copies of  
65 recent reports; (6) historical revenues that support the commission or which the  
66 commission allocates and historical expenditures and allocations of funds; and (7) how the  
67 role of the commission relates to the county's adopted health, human service and criminal  
68 justice policies and other county policies that impact children and families.

69 The report required to be submitted by this proviso must be filed in the form of a paper  
70 original and an electronic copy with the clerk of the council, who shall retain the original  
71 and provide an electronic copy to all councilmembers and to the committee coordinator  
72 for the law, justice, health and human services or its successor.

73 P4 PROVIDED FURTHER THAT:

74 Of this appropriation, \$100,000 shall not be expended or encumbered until the  
75 executive's proposed 2011 annual budget is transmitted with the inclusion of a regional  
76 animal services fund, a separate regional animal services appropriation unit, and a general  
77 fund transfer to the fund. It is the intent of the council that, beginning in 2011, quarterly  
78 budget reports prepared by the office of management and budget shall include a financial  
79 plan for the fund showing estimated revenues and expenditures and the amount of general  
80 fund used to support the regional animal services fund."

81 Renumber the remaining sections consecutively and correct any internal references  
82 accordingly.

**EFFECT: This amendment would restrict \$100,000 of expenditure authority in the OMB budget until the Executive transmits the proposed 2011 budget segregating regional animal services into a separate appropriation unit for 2011 that is linked to its own individual fund by removing it from the RALS appropriation unit. The proviso also states the council's intent that regional**

**animal services should be reported on in the quarterly reports generated by OMB each year.**





T1

06-15-10

Sponsor: Jane Hague

pj

Proposed No.: 2010-0327

1 **TITLE AMENDMENT TO PROPOSED ORDINANCE 2010-0327, VERSION 1**

2 On page 1, line 1, delete everything through page 1, line 8 and insert:

3 "AN ORDINANCE making a supplemental appropriation of

4 \$3,150,000 to records and licensing services, \$91,700 to

5 public health and emergency medical services general fund

6 transfers, and \$91,700 to public health for regional animal

7 services; and amending the 2010 Budget Ordinance,

8 Ordinance 16717, Sections 19, 30, 46 and 93, as amended,

9 and Attachment K, as amended, and adding a new section to

10 Ordinance 16717."

**EFFECT: This title amendment would align with amendment A1 by adding a section for OMB. A1 adds a new proviso to the OMB section 19.**





KING COUNTY

Signature Report

June 8, 2010

Ordinance

Attachment 7  
1200 King County Courthouse

516 Third Avenue  
Seattle, WA 98104

Proposed No. 2010-0327.1

Sponsors Patterson

1 AN ORDINANCE making a supplemental appropriation of  
2 \$3,150,000 to records and licensing services, \$91,700 to  
3 public health and emergency medical services general fund  
4 transfers, and \$91,700 to public health for regional animal  
5 services; and amending the 2010 Budget Ordinance,  
6 Ordinance 16717, Sections 30, 46 and 93, as amended, and  
7 Attachment K, as amended and adding a new section to  
8 Ordinance 16717.

9 STATEMENT OF FACTS:

- 10 1. King County animal care and control has provided services to the  
11 unincorporated areas of King County and by contract to the majority of  
12 cities in the county in exchange for retention of their pet licensing revenue  
13 since the mid-1980s.
- 14 2. The county general fund contribution to the provision of animal  
15 services has increased over the years culminating in a general fund  
16 contribution of nearly \$3 million in recent years.
- 17 3. Motion 13092, adopted by the metropolitan King County council on  
18 November 9, 2009, directed the county executive to end the provision of  
19 animal shelter services by King County for contract cities and for

20 unincorporated King County as soon as possible but no later than January  
21 31, 2010, and to enter into new full cost recovery contracts with cities for  
22 animal control and licensing services by June 30, 2010.

23 4. The 2010 Budget Ordinance, Ordinance 16717, Section 30, provided  
24 funding for animal care and control for sheltering services only through  
25 January 31, 2010.

26 5. With the adoption of Ordinance 16750, extending FTE authority for  
27 animal sheltering services through June 30, 2010, the county recognized  
28 that there is currently not sufficient sheltering capacity in the region to  
29 close the King County animal shelter. The extension of FTE authority  
30 provided for a common deadline for the county to work with cities on a  
31 new regional model for animal services, inclusive of animal sheltering,  
32 animal control, and pet licensing functions. Without further amendment to  
33 the 2010 Budget Ordinance, Ordinance 16717, FTE authority for animal  
34 services will be reduced from 41.6 to 27.6 by July 1, 2010.

35 6. A regional model for animal services enables the county and the cities  
36 to provide for better public health, safety, animal welfare and customer  
37 service outcomes at a lower cost than jurisdictions are able to provide for  
38 on their own. This is accomplished through: properly aligned financial  
39 incentives, partnerships to increase revenue, economies of scale, a  
40 consistent regulatory approach across participating jurisdictions and  
41 collaborative initiatives to reduce the homeless animal population and

42 leverage private sector resources while providing for a level of animal care  
43 respected by the community.

44 7. Beginning in January 2010, a joint cities-county work group began  
45 meeting on a weekly basis to develop a new regional animal services  
46 model for King County and individual cities to consider. The work group  
47 included representation from King County and the cities of SeaTac,  
48 Tukwila, Kent, Bellevue, Redmond, Sammamish, Shoreline and Lake  
49 Forest Park.

50 8. On February 26, 2010, the executive transmitted to the council an  
51 implementation plan for entering into new animal services contracts with  
52 cities. The implementation plan included documents developed by the  
53 joint cities-county work group for regional animal services including  
54 working principles, a common interests statement and an adopted scope  
55 and purpose statement outlining specific timelines and deliverables for  
56 entering into new interlocal agreements between the county and the cities  
57 for animal services by the end of June.

58 9. Consistent with the implementation plan, the county executive sent to  
59 cities notice of termination of all existing animal services agreements  
60 between the county and cities, effective July 1, 2010.

61 10. Consistent with the implementation plan, the joint cities-county work  
62 group for regional animal services developed an agreement in principle for  
63 a new regional animal services model that defines services, expenditures,  
64 and cost and revenue allocation methodologies for animal shelter, animal

65 control and pet licensing services. The agreement in principle and  
66 supporting materials were shared with all cities, the county council, and  
67 the public in early April through presentations to city managers and  
68 administrators; the suburban cities' association public issues committee,  
69 the regional policy committee, numerous city council meetings and  
70 through individual meetings with county and city officials and staff.

71 11. Consistent with the implementation plan, the work group developed  
72 an interlocal agreement for animal services based on the agreement in  
73 principle.

74 12. The proposed interlocal agreement includes a cost allocation  
75 methodology that is based on system use and population and shares  
76 defined regional animal system costs between the county and all  
77 participating cities.

78 13. The twenty-seven cities who have twice indicated interest in  
79 participating in the new regional model would together contribute nearly  
80 \$1 million in new revenue to the county for animal services in the first  
81 year of the interlocal agreement. As a result, the county's general fund  
82 contribution under the new regional model for animal services is estimated  
83 to be less in 2010 and 2011 than in recent years and significantly less in  
84 years thereafter.

85 14. The executive has transmitted proposed legislation to the council that  
86 would authorize the county to enter into the interlocal agreements for

87 animal services with cities. Supplemental appropriation and FTE  
88 authority is needed to implement the proposed interlocal agreements.

89 15. Some cities have indicated interest in entering into contracts with the  
90 county for full-cost recovery enhanced animal control services. The  
91 executive has transmitted proposed legislation to the council that would  
92 authorize the executive to enter into such contracts with cities.

93 Supplemental appropriation and FTE authority is needed to implement  
94 these enhanced animal control service contracts.

95 16. King County and cities participating in the interlocal agreement have  
96 a mutual interest in increasing program revenue to support animal  
97 services, including through: (a) changes to pet license fees; (b) programs,  
98 penalties and other incentives to increase pet license sales; (c) enforcement  
99 of city and county codes requiring the licensing of pets; (d) gifts, bequests  
100 and donations that promote animal welfare; and (e) entrepreneurial  
101 programs for raising revenue, such as sponsorships, advertising, naming  
102 rights, concessions and fundraising events. The executive has transmitted  
103 proposed legislation to the council that would enable revenue generation  
104 through these mechanisms in partnership with cities and would incent  
105 change to reduce system use and cost. Supplemental appropriation and  
106 FTE authority is needed to implement these mechanisms and generate  
107 revenue.

108 17. King County residents and volunteers regularly donate funds to King County  
109 to enhance the welfare of animals generally or through specific means such as

110 providing for animals' special medical needs or supporting spay/neuter services.  
111 Expedient access to these funds for use in the manner in which they were donated  
112 is critical to the welfare of animals in King County's care. The executive has  
113 transmitted to the council proposed legislation that would establish a tier one  
114 animal bequest fund for these donations and has taken steps to include the  
115 regional animal services program in this year's employee charitable campaign.  
116 Supplemental appropriation and FTE authority is necessary to access and utilize  
117 these funds for their intended purpose.

118 18. Over the past few years, the council has led an effort to reform animal  
119 services and has conducted a number of studies. Certain strategic investments are  
120 recommended by these studies to improve accountability, improve service  
121 delivery and further reduce costs. These recommendations include upgrading  
122 data systems, external reviews, a non-represented position to support innovative  
123 organizational partnerships, an increase in veterinary support to reduce disease  
124 outbreak and support the transfer of animals to other organizations, and a  
125 dedicated volunteer coordinator to facilitate the better care for animals and the  
126 movement of animals into foster care. Supplemental appropriation and FTE  
127 authority is needed to implement these reforms.

128 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

129 SECTION 1. Ordinance 16717, Section 30, as amended, is hereby amended by  
130 adding thereto and inserting the following:

131 RECORDS AND LICENSING SERVICES - From the general fund there is  
132 hereby appropriated to:





156 ~~3. \$855,983 for licensing activities))~~

157 ~~P4 PROVIDED FURTHER THAT:~~

158 ~~Of this appropriation, the number of budgeted FTEs shall be reduced from 41.6 to~~  
159 ~~27.6 by July 1, 2010,~~

160 ~~P5 PROVIDED FURTHER THAT:~~

161 ~~Of the \$3,237,294 restricted by this proviso, funds shall be available for~~  
162 ~~expenditure or encumbrance in quarterly increments as follows:~~

163 ~~1. January 1, 2010, \$1,034,323 is available for expenditure or encumbrance upon~~  
164 ~~the receipt by the council of an implementation plan from the executive for terminating~~  
165 ~~existing city contracts and entering into full cost recovery contracts by June 30, 2010.~~

166 ~~The implementation plan shall include specific milestones with projected completion~~  
167 ~~dates for each milestone. The implementation plan shall include a status report on the~~  
168 ~~number and date of layoff notices issued related to animal care and control.~~

169 ~~2. An additional \$743,323 shall be made available for expenditures or~~  
170 ~~encumbrance on April 1, 2010, July 2, 2010, and October 1, 2010 upon receipt of a~~  
171 ~~quarterly revenue report.~~

172 ~~The revenue report releasing funds on April 1, 2010, shall report on the months of~~  
173 ~~January and February 2010. The revenue report releasing funds on July 2, 2010, shall~~  
174 ~~report on the months of March, April and May 2010. The revenue report releasing funds~~  
175 ~~on October 1, 2010, shall report on the months of June, July and August 2010.~~

176 ~~Each revenue report shall identify the number of new cost recovery contracts for animal~~  
177 ~~control and licensing, a summary of the terms of the contracts, licensing revenue by city~~  
178 ~~and the number of licenses sold by city. Based on this information, the executive shall~~

179 ~~provide an updated revenue projection for 2010 and assess whether revenue projections~~  
180 ~~are on target to achieve annual revenues of \$3,200,000 in 2010. If the revenue estimate is~~  
181 ~~not on target to achieve the 2010 revenue estimates of \$3,200,000 the executive shall take~~  
182 ~~immediate actions to reduce expenditures and report those actions to the council.~~

183 Any report or plan required to be submitted by this proviso must be filed in the  
184 form of a paper original and an electronic copy with the clerk of the council, who shall  
185 retain the original and provide an electronic copy to all councilmembers and to the  
186 committee coordinator for the government accountability and oversight committee or its  
187 successor)).

188 SECTION 2. Ordinance 16717, Section 46, as amended, is hereby amended by  
189 adding thereto and inserting the following:

190 PUBLIC HEALTH AND EMERGENCY MEDICAL SERVICES GF  
191 TRANSFERS - From the general fund there is hereby appropriated to:

192	Public health and emergency medical services GF transfers	\$91,700
-----	---	----------

193 SECTION 3. There is hereby added to Ordinance 16717, as amended, a new  
194 section to read as follows:

195	Animal bequest	\$100,000
-----	----------------	-----------

196 SECTION 4. Ordinance 16717, Section 93, as amended, is hereby amended by  
197 adding thereto and inserting the following:

198 PUBLIC HEALTH - From the public health fund there is hereby appropriated to:

199	Public health	\$91,700
-----	---------------	----------

200 The maximum number of additional FTEs for public health shall be: (2.00).

201 ERI EXPENDITURE RESTRICTION:

202        Of this appropriation, \$30,000 shall be expended solely for Youth Eastside  
203 Services.

204        P1 PROVIDED THAT:

205        Of this appropriation, \$25,000 shall only be expended or encumbered if, by  
206 March 1, 2010, the executive transmits to the council a plan for conducting a periodic  
207 evaluation of the collaboration between Public Health and HealthPoint at the Northshore  
208 public health center and its impacts on the health of the community. The plan shall  
209 include identification of jointly agreed-upon evaluation measures, data sources needed to  
210 implement the measures and the process and timeline for collecting, evaluating and  
211 reporting on the data to the council. The evaluation plan shall include, but not be limited  
212 to: (1) a plan for evaluating the impact on access to family planning services; (2) a plan  
213 for evaluating how the collaboration at Northshore might serve as a model for other  
214 collaborations between the county and community service providers; and (3) a plan for an  
215 initial evaluation report to be completed in 2010. Further, of this appropriation, an  
216 additional \$25,000 shall only be expended or encumbered if the executive transmits to the  
217 council by August 1, 2010, the initial evaluation report identified in the plan.

218        The plan required to be submitted by this proviso must be filed in the form of a  
219 paper original and an electronic copy with the clerk of the council, who shall retain the  
220 original and provide an electronic copy to all councilmembers and to the committee  
221 coordinator for the law, justice, health and human services and lead staff for the board of  
222 health or their successors.

223        P2 PROVIDED FURTHER THAT:

224 Of this appropriation, \$25,000 shall only be expended or encumbered if, by  
225 March 1, 2010, the executive transmits to the council a report on the activities of the  
226 department of public health to help assure access to family planning/sexually transmitted  
227 disease services for teens in the Kent area and the community surrounding the Northshore  
228 public health center. The report shall address how the department is: (1) helping clients  
229 who accessed services in 2009 transition to a new source of care; (2) working in  
230 partnership with other community based organizations to promote culturally competent  
231 access to services; (3) reprioritizing the work of family planning health educators  
232 including through locating the educators with other community providers in the Kent and  
233 Northshore communities; and (4) planning to evaluate the impact of these efforts on  
234 access to family planning/sexually transmitted disease services and the health of the  
235 community. The report shall also include a review of the dedicated financing sources  
236 available for family planning in 2010 and an assessment of the outlook for dedicated  
237 family planning funding over the next three years.

238 The report required to be submitted by this proviso must be filed in the form of a  
239 paper original and an electronic copy with the clerk of the council, who shall retain the  
240 original and provide an electronic copy to all councilmembers and to the committee  
241 coordinator for the law, justice, health and human services and lead staff for the board of  
242 health or their successors.

243 ~~((P3 PROVIDED FURTHER THAT:~~

244 ~~Of this appropriation, the number of budgeted FTEs shall be reduced by 2.00 by~~  
245 ~~July 1, 2010)).~~

246 P4 PROVIDED FURTHER THAT:

247           Of this appropriation, \$50,000 shall only be expended or encumbered if, by June  
248 30, 2010, the executive transmits to the council a scope of work for facilities planning for  
249 the long-term delivery of public health center services in South King County, where the  
250 need for such services is highest. The scope of work shall focus on innovative ways of  
251 delivering services in partnership with other health safety net and community  
252 organizations to meet the needs of the population in a feasible and financially sustainable  
253 manner.

254           The scope of work required to be submitted by this proviso must be filed in the  
255 form of a paper original and an electronic copy with the clerk of the council, who shall  
256 retain the original and provide an electronic copy to all councilmembers and to the  
257 committee coordinator for the law, justice, health and human services and lead staff for  
258 the board of health or their successors.

259           P5 PROVIDED FURTHER THAT:

260           Of this appropriation, \$163,074 and 1.00 FTE shall only be expended or  
261 encumbered for environmental health services for animal-related businesses after the  
262 King County board of health adopts regulations and full-cost recovery permit fees for  
263 animal-related businesses. Further, the amount expended or encumbered for  
264 environmental health services for animal-related businesses shall be equal to the amount  
265 of revenue projected to be collected through the fees adopted by the board. No county  
266 general fund or state public health funding shall be used to support this expenditure or  
267 FTE authority.

268 -        SECTION 5. Attachment A to this ordinance hereby amends Attachment K to  
269 Ordinance 16717, as amended by adding thereto and inserting therein the amounts listed  
270 in Attachment A to this ordinance.  
271

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

---

Robert W. Ferguson, Chair

ATTEST:

---

Anne Noris, Clerk of the Council

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

---

Dow Constantine, County Executive

**Attachments: A. Budget Transparency Crosswalk**





Attachment A.  
Budget Transparency Crosswalk

SECTION	FUND	APPROX SECTION	APPROPRIATION/SECTION	EXPENDITURE BUDGET CHANGE	FTE CHANGE
30	0010	0470	<b>RECORDS AND LICENSING SERVICES</b>	3,150,000	3.90
	0010	0470.6434	RALS ADMINISTRATION		-
	0010	0470.1530	RALS ANIMAL CARE AND CONTROL	3,066,609	2.90
	0010	0470.1550	RALS RECORDS AND LICENSING SERVICES	83,391	1.00
	0010	0470.1437	RECORDS MANAGEMENT MAIL SERVICES		-
46	0010	0696	<b>PUBLIC HEALTH AND EMERGENCY MEDICAL SERVICES GF TRANSFERS</b>	91,700	-
93	1800	0800	<b>PUBLIC HEALTH</b>	91,700	(2.00)
	1800	0800.8078	PROVISION: PUBLIC HEALTH CENTER BASED SERVICES		-
	1800	0800.8041	PROVISION: REGIONAL AND COMMUNITY BASED PROGRAMS		-
	1800	0800.8184	PROTECTION: REGIONAL AND COMMUNITY BASED PROGRAMS		-
	1800	0800.8067	PROTECTION: ENVIRONMENTAL HEALTH FIELD BASED SERVICES	91,700	(2.00)
	1800	0800.8036	PROTECTION: INFECTIOUS DISEASE PREVENTION AND CONTROL		-
	1800	0800.8027	PROTECTION: PREPAREDNESS		-
	1800	0800.8114	PROMOTION: REGIONAL AND COMMUNITY BASED PROGRAMS		-
	1800	0800.8034	PROMOTION: HEALTH PROMOTION AND DISEASE/INJURY PREVENTION		-
	1800	0800.8049	ORG ATTRIBUTES: REGIONAL AND CROSS-CUTTING SERVICES		-
	1800	0800.8026	ORG ATTRIBUTES: CROSS-CUTTING BUSINESS SERVICES		-
	1800	0800.8030	PROVISION: EMS GRANTS		-
New	4590	New	<b>ANIMAL BEQUEST</b>	100,000	



June 1, 2010

The Honorable Bob Ferguson  
Chair, King County Council  
Room 1200  
COURTHOUSE

Dear Councilmember Ferguson:

I am pleased to transmit to the council a legislative package that would implement a new regional model for animal services in King County. The development of this new regional model reflects the principles of partnership, service excellence, performance and accountability, and financial sustainability that are a central focus of my reform agenda and the Countywide Strategic Plan that I have proposed to the council. The new regional model is also built upon the foundation of work on animal services that the county council has led over the past few years. I appreciate the collaboration and partnership of the county council, the many cities in the county, our employees, and the volunteers and private animal welfare organizations who have contributed to the development of this model.

### **Recent Background**

On November 9, 2009, the council adopted Motion 13092, directing the county executive to end the provision of animal shelter services by King County no later than January 31, 2010. The motion also directed the executive to enter into new full cost recovery contracts with cities for animal control and pet licensing services no later than June 30, 2010. In adopting the motion, the council also articulated some of the long-term objectives that I share: protection of public health and safety, a commitment to animal welfare that is respected by the community, strengthening of partnerships between the county and cities by providing for a smooth transition to new service delivery, and financial sustainability.

One of my first actions as Executive was to charge my Director of Strategic Initiatives with developing a path forward for animal services that does not compromise these shared objectives. Because embarking on this work was to require negotiation with cities, labor, and

The Honorable Bob Ferguson

June 1, 2010

Page 2

private animal welfare organizations, in January I met with councilmembers individually to share the outline of our path forward in order to ensure that the county was united in its position before entering into intensive negotiations with other entities.

A key fact that I communicated in my meetings with councilmembers is that there is currently not enough animal sheltering capacity in the region to close the county's Kent animal shelter, as envisioned by Motion 13092. In late January, the council adopted Ordinance 16750, extending staffing authority for animal sheltering services through June 30, 2010. This extension of staffing authority provided a common deadline for the county to work with cities on a new regional model for animal services, inclusive of animal sheltering, animal control, and pet licensing functions.

In January 2010, my staff began negotiation through a Joint Cities-County Work Group for Animal Services on new contracts between the county and the cities for animal services. In February 2010, in response to a proviso in the 2010 adopted budget, I transmitted to the council an implementation plan for entering into new contracts with cities. The transmitted implementation plan included a proposed outline for a new regional model for animal services as well as three documents developed by the Work Group: working principles, a common interests statement, and a purpose and scope statement outlining specific timelines and deliverables for entering into new contracts by the end of June. The implementation plan also documented the work and outreach with our employees, our volunteers and private organizations in the region.

In accordance with the implementation plan, I have terminated all existing animal services contracts with cities, effective July 1, 2010.

### **A New Regional Model for Animal Services**

The Joint Cities-County Work Group for Animal Services has accomplished a tremendous amount of work in a short time. The Work Group met weekly to develop an agreement in principle by the end of March, supported by detailed background and financial information. I want to extend my thanks to the cities of Shoreline, Lake Forest Park, Redmond, Bellevue, Sammamish, SeaTac, Tukwila, and Kent for the participation and dedication of their staff in this effort.

Members of the Work Group shared the agreement and supporting materials with all cities, the county council, and the public in early April through presentations to the City Managers/Administrators meeting, the Suburban Cities' Association Public Issues Committee, the county council's Regional Policy Committee, numerous city council meetings and with individual county councilmembers and county council staff. Earlier this month, the agreement and supporting materials were presented at the council's Government Accountability & Oversight Committee.

The result of the Work Group's effort is that 27 cities have twice submitted statements of interest in participating in the new regional model. Together, these cities contribute nearly \$1

million in additional revenues to the County in the first year of the contract. Over this next month, cities will formally consider adoption of new contracts with the county for animal services, to be effective July 1, 2010. The package I am transmitting today provides the mechanism for the county to also enter into these contracts and to implement this new regional model. The transmittal package includes:

- Roadmap to Reform: Attached to this letter is a document outlining a roadmap to reform for the County's provision of animal services. This roadmap was developed by our new management team, including our new County Administrative Officer, our new interim manager of Records and Licensing Services and our new Manager of Regional Animal Services, Ken Nakatsu. In developing this roadmap, the management team drew heavily upon past reports and studies that have been conducted under the leadership of the county council. The management team also benefited greatly from the ideas of our employees, volunteers, and private parties who have been involved in the council's efforts in this area over the years. The roadmap documents some of the significant reforms already undertaken, some of the reforms incorporated in the interlocal agreement negotiated with the cities, and a set of reforms that are now underway or will be undertaken in the future. These reforms are critical to the county's ability to deliver effective, accountable services that are respected by the community, fiscally responsible, and work to achieve innovative partnerships that will reduce costs in future years.
- A proposed ordinance authorizing the executive to enter into interlocal agreements for animal services with cities in King County. The interlocal agreement negotiated with cities appears as Attachment A to the proposed ordinance. It has undergone legal review through both the Prosecuting Attorney's Office and cities' legal counsel and is under consideration by 27 cities who have twice affirmed their interest in participating in the new regional model. The interlocal agreement defines services, expenditures, cost allocation methodologies and establishes a city-county committee to pursue innovative service improvements and cost reductions. The transmittal package includes the following supporting documents:

Background/Introduction on Agreement in Principle: A narrative document describing the historic contracting relationship between cities and the county and summarizing the Joint Cities-County Work Group process.

Outline of Terms for Agreement in Principle: A summary of the key elements of the Work Group's agreement in principle for regional animal services that is the basis for the negotiated interlocal agreement.

Animal Service Interlocal Agreement Summary of Terms: A summary, by section, of the key provisions of the interlocal agreement.

- A proposed ordinance amending King County Code related to animal services. The ordinance proposes a variety of code changes that support the new regional model and the roadmap to reform including: changes and simplifications to fees related to animal

services; code changes that support revenue generation and innovative partnerships; and elimination of obsolete provisions of the code including fees and sections of the code that are now addressed by recently adopted provisions of the Board of Health code. The transmittal package includes the following supporting documents:

Summary of Proposed Code and Fee Amendments: A summary of proposed amendments to Title 11 of the King County Code, including a table of fees.

- A proposed ordinance making a 2010 supplemental appropriation of \$3.2 million, backed by \$2.5 million in revenue. The ordinance would provide supplemental appropriation authority for: the King County Animal Shelter for February through June; implementation of the regional model in the second half of the year; enhanced service contracts for animal control; expenditure of animal bequest (donated) funds; and one-time costs and strategic investments in the roadmap to reform. The transmittal package includes the following supporting documents:

Fiscal Note: A summary of the expenditure and revenue categories for 2010 through 2014 that support the new regional model and the roadmap to reform. To be fiscally prudent, the fiscal note does not include estimates of revenue increases or cost reductions that may result from the strategic investments that support the roadmap to reform.

Budget Detail for Animal Sheltering, Animal Control and Pet Licensing: Line item budget detail for the three lines of business that are included in the new regional model for animal services and are allocated to cities.

Budget Crosswalk: A table showing the relationship between current appropriations and revenues, proposed expenditures and revenues supporting the new regional model and the roadmap to reform, and the expenditures and revenues that are allocated to cities in the new regional model.

### **Financial Sustainability**

As I have indicated in previous transmittals to the council, a regional model for animal services is the only reasonable path to achieving the public health, safety, and animal welfare outcomes that are important to our residents. At the same time, a regional model is the only approach that will lead to significant and lasting cost reductions and financial sustainability for these services. The new regional model and roadmap to reform that I am proposing with transmittal of this legislative package supports financial sustainability through the following mechanisms:

- Properly Aligned Financial Incentives: The new regional model establishes properly aligned financial incentives for both contract cities and the county that support desired outcomes and increase revenue over time. The model allocates costs to cities based on both their population and use of the system. This cost allocation model acknowledges the common value to all of a regional model (the population component) while also encouraging cities and the county to work with their residents to undertake initiatives that

will reduce use of the system (the use component). On the revenue side, pet licensing revenue is allocated back to jurisdictions, creating a financial incentive for cities to partner with the county to increase pet licensing. Code and fee changes are also proposed to incent behavior that will reduce system use and cost.

- New and Increasing Source of County Revenue. In the new regional model, contracting cities must pay to the county the difference between their cost allocation and their pet licensing revenue. Together, the cities are estimated to contribute nearly \$1 million in revenue, on top of pet licensing revenue, to support services in the first year of the model. These revenues are estimated to increase in each year of the model, as transitional support provided to cities declines. This new revenue is a stable source of funding because if licensing revenues for a city decrease, then city net payments increase a commensurate amount. As a result, the county's estimated general fund contribution under the new regional model is less in the second half of 2010 and in 2011 than it has been in recent years and is significantly less in out years.
- Economies of Scale. The new regional model preserves significant economies of scale in the provision of quality, coordinated animal services, fully utilizing the county's existing infrastructure for these services. These economies of scale provide for better service delivery at a lower cost for cities and, significantly, for the county's unincorporated area.
- Strategic Investments and Reductions. The Joint Cities-County Work Group analyzed the budgets for the new regional model in-depth, reallocating the budget to support continued cost reduction and revenue generation over time. A significant reduction in the regional model is the move to four service districts for control with five-day per week service, reduced from daily service. At the same time, the regional model includes increased support in other areas, based on recommendations from past reports and studies. An increase for veterinary services (in part funded through bequest funds) will improve animal care and reduce costs through reducing disease outbreak and supporting the transfer of animals to other organizations. A new dedicated volunteer coordinator will increase volunteer participation and encourage the transfer of animals into foster care.

The county would fund a select and strategic set of reforms recommended in several past reports and studies that are expected to improve accountability and generate the largest service improvements and cost reductions. These reforms include: upgrading and moving our data systems off the aged mainframe, external reviews to ensure accountability and identify system improvements, and the addition of a position to support innovative organizational partnerships and a long-term solution to the aging Kent shelter facility. In addition, the county would assume financial responsibility for some one-time costs associated with transition to the new regional model such as for the Crossroads facility lease and consulting associated with development of the interlocal agreement.

- Stability and Partnership to Focus on Reform. Finally, the two and one-half year interlocal agreement creates a stable environment to allow sufficient time for true system improvement and reform. The interlocal agreement also establishes a committee of county

The Honorable Bob Ferguson  
June 1, 2010  
Page 6

and city representatives to work in partnership on collaborative initiatives, such as innovative organizational partnerships and spay/neuter campaigns, to reduce cost and improve service.

The new regional model includes transition funding for cities with high per capita costs, one-time marketing efforts for cities with low licensing rates, and credits for cities whose use is low relative to population. In the first year of the new regional model, this county support totals \$1 million and declines each year thereafter. While a significant expense to the county, this support was necessary to reach consensus across jurisdictions that vary significantly regarding use and revenue generation as well as the value they place on animal welfare. This support also establishes a smooth transition for cities in difficult financial times – a principle articulated in the council's adopted motion. This county support enables a regional solution that will achieve better outcomes and greater cost efficiencies for the county and cities in years to come.

Again, I want to thank the council, cities, and our employees, volunteers, donors, and private partners for their support and ideas that have influenced this new regional model for animal services. We could not have reached this milestone without their support, dedication and flexibility during this time of significant challenge and change. I look forward to their continued involvement and collaboration as we undertake the challenge of launching the new model and continuing along the roadmap to reform.

If you have any questions regarding the new regional model for animal services and the legislative package that would implement it, please contact Carrie S. Cihak, Director of Strategic Initiatives, at (206) 263-9634.

I certify that funds are available.

Sincerely,

Dow Constantine  
King County Executive

Enclosures

cc: King County Councilmembers  
ATTN: Tom Bristow, Chief of Staff  
Anne Noris, Clerk of the Council  
Fred Jarrett, Deputy County Executive, King County Executive Office (KCEO)  
Rhonda Berry, Assistant Deputy County Executive, KCEO  
Frank Abe, Director of Communications, KCEO  
Carrie S. Cihak, Director of Strategic Initiatives, KCEO  
Patti Cole-Tindall, Labor Relations Manager, KCEO



The Honorable Bob Ferguson

June 1, 2010

Page 7

Dwight Dively, Director, Office of Management and Budget

Lorrie McKay, Customer Service Director, KCEO

Sung Yang, Government Relations Director, KCEO

Caroline Whalen, County Administrative Officer

Lorraine Patterson, Interim Director, Records and Licensing Division

Ken Nakatsu, Manager, Regional Animal Services



REVISED FISCAL NOTE

Attachment 9

Ordinance/Motion No.: 2010-
Title: Implementation of Regional Animal Services Model
Affected Agencies: RALS (Animal Care and Control) and Public Health
Note Prepared By: Shelley De Wys
Note Reviewed By: Carrie Cihak

Impact of the above legislation on the fiscal affairs of King County is estimated to be (1,2,3,4):

Revenue to:

Fund Title	Fund Code	Revenue Source	2010 Regional Model (4)	2011	2012	2013	2014
General Fund (Animal Care and Control)	0010	Non-License Revenue (5)	127,000	254,000	254,000	254,000	254,000
General Fund (Animal Care and Control)	0010	Pet License Revenue	1,534,938	3,030,308	3,092,808	3,155,308	3,217,808
General Fund (Animal Care and Control)	0010	New City Contract/ Licensing Revenue	537,535	1,255,783	1,608,418	1,952,948	2,307,659
General Fund (Animal Care and Control)	0010	Increased Fines and Fees (5)	44,000	89,000	91,000	93,000	96,000
General Fund (Animal Care and Control)	0010	Enhanced Services Contracts	150,000	308,040	317,004	326,387	336,505
Animal Bequest Fund	4590	Donations to Bequest Fund	100,000	200,000	200,000	200,000	200,000
<b>TOTAL</b>			<b>2,493,473</b>	<b>5,137,131</b>	<b>5,563,230</b>	<b>5,981,643</b>	<b>6,411,972</b>

Expenditures from:

Fund Title	Fund Code	Department	2010 Regional Model (2)	2011	2012	2013	2014
RALS (Animal Care and Control)	0470	Animal Care and Control	3,171,400	6,575,601	6,496,756	6,753,068	7,019,958
RALS (Animal Care and Control) - One-Time Costs to Implement Model	0470		542,500	0	0	0	0
Animal Bequest Fund	4590		100,000	200,000	200,000	200,000	200,000
<b>TOTAL</b>			<b>3,813,900</b>	<b>6,775,601</b>	<b>6,696,756</b>	<b>6,953,068</b>	<b>7,219,958</b>

Expenditures by Categories:

	2010 Regional Model (2)	2011	2012	2013	2014
Salaries and Benefits	2,542,393	4,471,409	4,450,278	4,659,617	4,878,871
Supplies	221,550	328,780	315,093	317,394	319,408
Services and Other Charges	456,557	657,560	639,930	655,048	670,406
Intergovernmental Service	493,400	1,117,852	1,091,455	1,121,009	1,151,273
Transfer to other funds	100,000	200,000	200,000	200,000	200,000
<b>TOTAL</b>	<b>3,813,900</b>	<b>6,775,601</b>	<b>6,696,756</b>	<b>6,953,068</b>	<b>7,219,958</b>

Assumptions:

- The fiscal note submitted with the ordinance extending shelter operations from February to June 30, 2010 presented expenditure and revenue impacts associated with that action. From February through June, anticipated expenditures in Public Health were estimated at \$109,000 and anticipated expenditures in RALS Animal Care and Control functions were estimated at \$966,000. The costs included in the previous fiscal note are not included here.
- The current 2010 adopted appropriation for RALS Animal Care and Control functions is \$3,398,246. The estimated cost of general animal care, control and licensing functions for January through June 2010 (thereby including the fiscal impact of extending shelter operations to June per note 1 above) is \$2,834,347 (excluding RALS and General Fund overhead costs). Combining this cost for the general operations in the first six months of 2010 with the costs presented above for the implementation of the Regional Animal Services Model in the last six months of 2010 (\$3,218,900, which also excludes RALS and GF overhead) and one time costs in 2010 (\$495,000), results in a total annual cost of \$6,548,246. The difference between this annual cost and the current 2010 appropriation is \$3,150,000, the requested budget supplemental amount for RALS Animal Care and Control functions.
- The current 2010 adopted appropriation for the shelter veterinarians in the Public Health budget is \$39,047. The estimated cost of the veterinarians for January through June (thereby including the fiscal impact of extending shelter operations to June per note 1 above) is \$130,747 (excluding overhead costs). The difference between this six month cost and the current 2010 appropriation is \$91,700, the requested budget supplemental amount for Public Health.
- These values represent the anticipated King County unincorporated area and contract city revenues and expenditures for July through December of 2010 and annual amounts in outyears. If the regional model were not implemented, pet licensing and other revenues would likely decline. However, because the extent of any such decreases are not known at this time, this fiscal note presents the anticipated revenue associated with the new model for July through December 2010 and annually for outyears (i.e., total expected revenues provided instead of incremental revenue changes). Similarly, the failure to implement a regional model would likely result in reduced operating costs. However, because the extent of such reductions is not known at this time, the total anticipated costs for the new regional model from July through December 2010 and annually thereafter are shown here. As noted above, RALS and General Fund overhead costs are excluded from these values as they are already appropriated and therefore not impacted by model adoption.
- Excluding enhanced services revenues, current non-licensing revenues are estimated at \$254,000 annually. New non-licensing fines and fee changes are anticipated to result in \$157,000 in new revenue in 2010 and approximately \$330,000 in new revenue in outyears. However, in the regional cost allocation model, these non-licensing revenues are deducted from the regional model expenditures to reduce net costs to all participating jurisdictions (including the County unincorporated area). Therefore, only the portion of these new costs that are associated with reduction to the net King County unincorporated area allocation is indicated here.



Summary of Proposed Fee and Code Amendments for Regional Animal Services  
King County Code Title 11

Proposed Ordinance 2010-035 would amend provisions of Title 11 of King County Code that are immediately necessary to implement the new regional model for animal services. A more comprehensive code update, including alignment between K.C.C. titles 2 and 11, will be undertaken at a later date. A summary of the major code changes proposed is as follows:

1. Creates the “Animal Bequest Fund” as a first tier fund managed by the Director of the Department of Executive Services (DES). Requires funds be used in accordance with donor restrictions and only for the purposes of animal services and transfers existing donations to the Fund.
2. Authorizes the Records and Licensing Division (RALD) to accept electronic payments (e.g., credit and debit cards) for animal care, control and pet licensing related services.
3. Authorizes the Director of DES to enter into concession agreements with vendors to sell animal-related products and services, the proceeds from which will be applied solely to regional animal services.
4. Authorizes the Executive to accept and solicit gifts, bequests and donations in support of regional animal services to be deposited in the Animal Bequest Fund.
5. Authorizes the Director of DES to enter into advertising, sponsorship, and naming rights agreements.
6. Requires that in transferring ownership of an animal veterinarians and animal shelters either (a) sell the new owner a license, or (b) make license application materials available to the new owner. Changes the existing reporting requirement on animal transfers from quarterly to monthly and adds new information requirements such as email addresses and microchip numbers.
7. Reorganizes the fees and fines section into the following categories and makes various adjustments to fees (see attached fee table):
  - a) Licenses and registration fees
  - b) Business and activity permits
  - c) Civil penalties
  - d) Service fees
8. Creates a new “discounted license,” available to seniors and disabled individuals (in accordance with the requirements of the Metro Regional Reduced Fare Permit program). Exempts seniors who have already purchased the now eliminated “lifetime license.”
9. Enables purchase of a juvenile license for unaltered pets up to six months of age in lieu of an adult unaltered license.

10. Removes the provision that allows pet owners to avoid penalties if they immediately purchase a license when caught with an unlicensed animal, a significant disincentive to pet licensing.
11. Authorizes the regional animal services manager to provide periods of amnesty for paying of outstanding licensing fees and late penalties.
12. Adds transfers to other shelters and foster homes as mechanisms by which animals may leave the King County animal shelter.
13. Authorizes the Manager of Regional Animal Services to set the value of spay/neuter vouchers issued with unaltered pet licenses.
14. Clarifies Title 11 enforcement procedures by specifying notice and order requirements and standard of review in Board of Appeals' review of animal control enforcement matters.
15. Repeals provisions relating to Animal Care and Control Citizen's Advisory Committee.
16. Removes licensing authority over kennels, catteries, grooming facilities and pet shops which are now governed by Board of Health code.
17. Strikes references to "animal care and control" and inserts "regional animal services."

Fees proposed in Proposed Ordinance 2010-0325

License Fees & Business Permits	Altered pet license	\$30	No change	
	Unaltered pet license	\$90	\$60	
	Discounted pet license	n/a	\$15	Replaces "Senior Lifetime License"; available to persons who are disabled.
	Juvenile pet license	\$5	\$15	Available as an alternative to an altered license for animals up to six months old.
	Guard dog registration	\$100	No change	
	Exotic pet	\$500 new \$250 renewal	No change	
	Service and police dogs	\$0	No change	
	Late fees for licensing	\$15/\$20/\$75	\$15/\$20/\$30	For 45/90/135 days late.
	Private animal placement permit	\$25/\$10	\$15/\$0	Consolidates individual and organizational permits. No charge for those who foster King County shelter animals.
	Hobby kennel/cattery	\$50	No change	
	Commercial kennel or cattery/pet shop/grooming shop	\$250/\$250/\$150	Fees eliminated	These facilities are now governed by BOH code.
Civil Fines	Civil penalty: general	"up to \$1000"	\$50/\$100/ double previous**	Clarifies standard for determining amount of penalty
	Civil penalty: vicious animal or animal cruelty	n/a	\$500/\$1000*	New category
	Leash law violation	\$25/\$50	No change	
	Unlicensed pet – altered	\$75	\$125	
	Unlicensed pet – unaltered	\$75	\$250	
Service Fees	Adoption fee	\$75	\$75 - \$250	Based on adoptability
	Spay/neuter deposit	\$50	\$150	Deposit is returned upon timely proof of spay/neuter.
	Impound fee	\$45/\$85/\$90**	\$45/\$85/\$125**	
	Livestock impound fee	\$100	\$100 or actual sheltering cost	Whichever is greater
	Kenneling fee	\$12	\$20	Per day for impounded animals
	In-field pick-up	\$20	\$75	For unlicensed pets
	Owner-requested euthanasia	\$20	\$50	For unlicensed pets
	Microchip	\$25	No change	Optional

\*\*multiple rates indicate increase with successive offenses







**King County**

**Dow Constantine**

King County Executive

## **Regional Animal Services of King County Roadmap for Reform**

The Roadmap for Reform of King County animal services begins with creation of a new regional animal services model jointly developed by King County and its city partners. The model preserves a regional service approach, which best provides for public health, safety, customer service and animal welfare.

Many improvements have been made over the last two years. At the Kent shelter, the welfare of both dogs and cats has improved with facility modifications and more effective cleaning protocols; the addition of a new trailer for cat adoptions; a new partnership with PIMA Medical Institute and expansion of veterinary services to limit the spread of disease; and improvements to animal comfort and care through the purchase of better cages and bedding, higher quality pet food, and additional exercise and socialization.

The county has also reduced the euthanasia rate at its shelter from 40 percent in 2006 to 17.6 percent in 2009. Adoptions and foster care placements have increased dramatically, from 4,525 in 2006 to 6,062 in 2008, largely due to the work of the many dedicated volunteers.

Under the leadership of County Executive Dow Constantine, the county has put in place a new management team that includes a new County Administrative Officer, a new interim manager for Records and Licensing Services, and a new manager of Regional Animal Services. Among other reforms, this new management team is taking a more proactive role on the prevention and investigation of animal cruelty, in support of a trend begun in 2009 that has seen the prosecution of more animal cruelty charges than ever before. In March, the team put in place procedures to systematically identify all new calls about animal cruelty, follow up weekly with field sergeants, and provide guidance to the animal cruelty sergeant when pursuing the most serious cases.

More must still be done. This Roadmap to Reform outlines actions, some of which are already underway, to address remaining deficiencies in animal care, disease prevention, shelter overpopulation, systems management, and animal cruelty investigation that have been identified as areas for improvement in the Animal Services Strategic Plan and in past reports and studies that have been conducted under the leadership of the King County Council.

## **IMMEDIATE ACTIONS: Next Two Months**

- Implement a new model for Regional Animal Services of King County by entering into new contracts with cities.
- Improve data collection and management through technology upgrades that support real-time access to data in the field and more robust tracking of animals in the shelter.

### Animal Sheltering and Welfare

- Hire an external relationships and field operations manager, ideally with proven experience in animal services, to improve animal care, manage the animal population, work with community partners, and develop operating procedures and ensure that those procedures are followed.
- Hire a full-time volunteer coordinator, essential for increasing the number of volunteers and effectively managing them, maintaining animal care within available resources and moving animals quickly through the shelter system – in particular during the approaching peak summer season.
- Hire a veterinary medical director and two additional veterinary technicians to provide a higher level of care in the Kent shelter, in part through the use of funds donated for improved animal care.
- Manage the population at the Kent shelter within available resources to ensure proper care for animals through expanded use of existing shelter capacity elsewhere in the region, expanded use of foster families, and new policies regarding pet retention and field pick-ups.
- Provide a more consistent level of care at the Kent shelter by consolidating all staff at one facility.
- Prepare for the upcoming summer peak shelter population by filling new positions, utilizing short-term temporary employees, and aggressively recruiting foster families and volunteers.
- Increase adoption activities, including through the use of donated retail space at the Kent Station shopping mall and lower adoption fees during peak season.

### Animal Control & Animal Cruelty

- Refine and continue to establish procedures to systematically identify all new calls about animal cruelty, follow up weekly with field sergeants, and provide guidance to the animal cruelty sergeant when pursuing the most serious cases.
- Work with the Sheriff's Office on developing procedures for responding quickly and more effectively to potential animal cruelty cases and issues of public safety, engaging police earlier in the investigation of serious cases, establishing policies and procedures for after-hours dispatch.

- Work with the King County Prosecuting Attorney on developing procedures to more clearly establish the actions that animal service officers can take in potential animal cruelty cases, particularly with regard to the seizure or impoundment of healthy animals in situations where other animals have died or been harmed, and to clarify when criminal as opposed to civil actions can be taken.

#### Pet Licensing

- Create incentives to promote pet licensing, which both supports the return of animals to their homes and is critical to the funding of services, through expanded partnerships with cities and private organizations, a “no-tolerance” policy for enforcement of licensing, and changes to the structure of license fees.

#### **MID-TERM ACTIONS: Six to Nine Months**

- Engage outside experts to review shelter, veterinary clinic, and field operations, objectively evaluate the progress that has been made, and identify additional improvements that are needed.
- Accept credit card transactions both at the Kent shelter location and in the field to improve customer service and increase revenues.
- Work with city partners to develop performance measures and regular reports on performance to increase accountability for regional partners and the public, and identify opportunities to improve services, reduce costs and increase revenues.

#### Animal Sheltering and Welfare

- Implement measures that continue to improve animal care and welfare as identified through outside experts and new staff.
- Continue to develop volunteer and foster networks and partnerships with other animal welfare organizations.

#### Animal Control and Animal Cruelty

- Install laptops in animal control trucks for real-time access to and entry of dispatch and other data.
- Consider establishing operating bases in north or east county to provide consistent field services and a connection with and accountability to these communities.
- Implement procedures with the King County Sheriff's Office and other police agencies to respond quickly and more effectively to potential animal cruelty cases and issues of public safety, and engage police earlier in the investigation of serious cases.
- Implement a systematic method for sorting through the 1,000 reported animal cruelty calls received annually, the vast majority of which turn out not to involve cruelty, so that animal control officers and law enforcement can more effectively pursue actual cruelty cases.

- Implement new policies and training for police dispatchers for callout of animal control officers for after-hours emergencies.
- Implement actions related to work with the King County Prosecuting Attorney regarding potential animal cruelty cases.

#### Pet Licensing

- Evaluate changes to pet licensing fees and marketing efforts and continue to develop partnerships to increase the number of pets who are licensed.

#### **LONG-TERM ACTIONS and CONTINUOUS IMPROVEMENT: The Next 2.5 Years**

- Continue to improve animal care and service delivery through continuous review and development of procedures to guide shelter and field operations and provide ongoing staff training.
- Foster innovative partnerships and joint programs with other organizations, including feral cat groups, spay/neuter programs, rescue groups, private shelters, and private-sector licensing partners to reduce the homeless animal population in the region.
- Increase donations and grants by seeking funding from foundations, animal welfare groups, and individual donors.
- Make improvements to existing facilities to prevent overcrowding, noise, and the spread of disease, as well as plan for the development of new regional sheltering space to ultimately replace the capacity provided by the Kent shelter.

## Joint Cities-County Work Group for Regional Animal Services

### Background/Introduction on Agreement in Principle to Provide a Regional System

Animal control, sheltering and licensing are discretionary local services that historically were provided by individual jurisdictions and King County. While discretionary, the services address public health, safety, and animal welfare outcomes that are important to our residents. After being approached by leadership of the Suburban Cities Association in the mid 1980s, King County agreed to provide animal control, sheltering and licensing functions on behalf of cities on a regional basis, in exchange for keeping all pet licensing revenue.

#### Current Service Arrangements

Thirty-five cities have an animal services contract with the County (Seattle, Renton, Skykomish and Milton do not have contracts). Most cities contract for all three service components: control, shelter, and licensing. Two cities contract for shelter only (Des Moines, Normandy Park); one city contracts for shelter and field only (Newcastle). Five cities currently purchase a higher level of animal control services (Auburn, Shoreline, Kirkland, Tukwila, SeaTac).

The service arrangement has not been revisited since its inception and, over time, the gap between system revenue and system cost has grown to a level that is not sustainable for the County. In recent years, the County has contributed in nearly \$3 million annually from the County general fund to support the services. Based on direction from the County Council to enter into new cost-recovery arrangements with the cities, the County recently issued termination letters to cities for the existing animal services contracts, effective July 1, 2010.

#### Joint Cities-County Work Group

In anticipation of the termination of contracts, a "Joint Cities-County Work Group for Regional Animal Services" has been meeting since January to develop a proposed "Agreement in Principle" for a new regional animal control system. This "Agreement in Principle" is intended to define a new basis for animal services contracts that could, if adopted by a sufficient number of cities, preserve the benefits of a regional animal services system (see Attachment 1). The alternative to a regional model is that cities will have to either operate their own individual systems or create subregional arrangements for service delivery. Under any delivery option – local, subregional or regional – cities will have to begin paying something for animal services to continue.

As the Work Group reviewed data about the present system, it became clear that cities face very different circumstances with respect to animal services: some are very heavy users of the shelter and control operations; others use it much less. The reasons could relate to demographics, behavior, the geographic proximity of the County shelter or nonprofit shelters, or some combination of factors. The licensing revenue generated by the system

also varies dramatically among jurisdictions on a per capita basis, in part based on where the County has in the past focused marketing efforts.

Economies of scale exist in providing animal services: the more cities that participate in a regional system, the lower the costs are for everyone. Conversely, if the geographic distribution of cities participating in the regional system starts to look like a patchwork, the service delivery becomes more challenging and inefficient; at some point, the County will not be willing or able to effectively provide service.

### **Summary of the Agreement in Principle**

The “Agreement in Principle” represents a departure from “business as usual” in the delivery of animal services by the County (see Attachment 2). The primary difference in **control** services will be having animal control officers dedicated to each of four districts 5-days per week (see Attachment 3), while allowing cities individually or collectively within each district to contract for higher levels of service. Operations at the Kent **shelter** will be improved with limited resources through closing the Crossroads shelter and concentrating staff resources in Kent, expanding the foster and volunteer network, and instituting other practices to reduce the number of animals and their length of stay. **Licensing** functions will continue to include licensing administration as well as marketing and education, with more incentive for cities to participate in increasing licensing revenues.

The proposed system costs to be allocated are \$5.6 million (annualized for 2010 – see Attachment 4). This reflects a reduction of about \$800,000 from estimates provided to cities in early 2010, achieved through cost reductions and the County absorbing some costs. The “Agreement in Principle” seeks to balance the different situations of cities by proposing a cost allocation methodology based on both population and usage factors (a 50-50 split). Licensing revenues (\$3.2 million) are credited to jurisdictions based on the residence of the person buying a pet license. A variety of allocations were considered before arriving at this methodology. The County is proposing to provide transitional funding to those participating cities that have the highest per capita costs. The County is also proposing to provide enhanced licensing marketing support for cities with the lowest licensing revenue per capita and credits for jurisdictions with low use relative to their population.

The Agreement in Principle proposes a 2.5 year agreement, during which time the parties, through a Joint City-County Committee, will focus on increasing system revenue and reducing system costs. The Agreement in Principle identifies several of these collaborative initiatives, including an exploration of alternative licensing systems and ways to further reduce shelter operation needs. Parties would be allowed to terminate at the beginning or end of the contract period for convenience upon six months notice. Contracts could be extended by mutual agreement for an additional 2 years.

The Work Group concluded that to maximize system efficiency, a “menu” approach to the purchase of services is not practicable. For example, it is not efficient for a limited number of field officers to drop animals at multiple shelters. Similarly, the more licensing systems

or different field systems the County shelter must interface with, the greater the administrative complexities, inefficiencies, and costs.

The Agreement in Principle is described in the attached tables and map, together with a timeline and steps for adoption, and related information.

Attachments available upon request.





**JOINT CITIES-COUNTY WORK GROUP FOR REGIONAL ANIMAL SERVICES  
OUTLINE OF TERMS FOR AGREEMENT IN PRINCIPLE**

	<b>CONTROL</b>	<b>SHELTER</b>	<b>LICENSING</b>
<p><b>Parties</b> <i>Assumes the following cities do not participate:</i> <i>Algona, Burien, Des Moines, Federal Way, Hunts Point, Medina, Milton, Normandy Park, Pacific, Renton, Seattle, Skykomish.</i></p>		<p>Bothell, Kenmore, Lake Forest Park, Shoreline, Woodinville ("Northern Cities") will contract for primary shelter services with a private nonprofit shelter. If the private shelter is closed, animals from these cities will be brought to the County shelter. The County will also seek to contract with the same private shelter for sheltering of animals from part of the north County unincorporated area.</p>	
<p><b>Services</b></p>	<p><b>4 districts, each staffed with 1 Animal Control Officer, 5-day/week, 8-hour/day.</b> 6 total officers to cover sick leave, vacation leave, other. Cities may coordinate sub-regionally to purchase higher level of service. <b>Regionally shared resources:</b> 1 field sergeant; 1 animal cruelty sergeant; 3 FTE call center open 5-day/8-hour.</p>	<ul style="list-style-type: none"> <li>▪ Humane standards of care</li> <li>▪ Kent Shelter remains open</li> <li>▪ Crossroads Shelter closes</li> <li>▪ Northern Cities served by a private shelter under separate contract</li> <li>▪ Seek future partnerships for adoption, technical assistance with other nonprofit animal welfare organizations</li> </ul>	<p>Administration of licensing system; marketing, education and outreach to maintain and increase licensing sales. County will absorb costs of using mainframe IT system.</p>
<p><b>Cost Allocation</b></p>	<p>Allocate one quarter of total costs to each district. Within each district, allocate costs to jurisdictions by combination of usage (calls for service) and population (50% usage/ 50% population).</p>	<p>Allocate costs by combination of usage (shelter intake) and population (50% usage/50% population). Northern Cities pay half of the population-based factor for regional system benefits associated with shelter.</p>	<p>Allocate by usage and population (50% usage/50% population).</p>
<p><b>Revenue Allocation</b></p>	<p>Control revenues (e.g., fines for control violations) netted from total control costs before allocating costs.</p>	<p>Shelter revenues (e.g., adoption fees, microchip fees, impound fees) netted from total shelter costs before allocating costs.</p>	<p>Licensing penalty revenue netted from total licensing costs before allocating costs. Regular licensing fees allocated to jurisdiction of resident buying license.</p>

**JOINT CITIES-COUNTY WORK GROUP FOR REGIONAL ANIMAL SERVICES  
OUTLINE OF TERMS FOR AGREEMENT IN PRINCIPLE**

<p><b>Payment Method/ Timing</b></p>	<p>Payment for July-December 2010 services due January 2011. Estimated fees for July-December 2010 service based on 50% of estimated annualized 2010 regional program cost allocation.</p> <p>For services in 2011 and 2012, semi-annual payments due June 15 and December 15, estimated based on prior year usage, population and revenue, applied to current year budgeted costs.</p> <p>Reconciliation calculated each June based on prior year's actual usage, allocable actual costs and actual revenues. Reconciliation amounts payable August 15. Reconciliation for 2010 fees (calculated in June 2011) based on half of estimated annualized 2010 regional program cost, and actual July-December revenues and usage.</p>
<p><b>Cost Inflation Cap</b></p>	<p>The total cost for control, shelter and licensing collectively allocable to the cities (excluding any costs associated with purchases by cities of additional services) will not increase by more than population growth (for the service area) plus inflation per year.</p>
<p><b>Contract term and termination provisions</b></p>	<p>Contract Term: 2½ years (July 1, 2010 through December 31, 2012) or six months (July 1, 2010 through December 31, 2010).</p> <ul style="list-style-type: none"> <li>▪ If some cities decide not to participate and costs for remaining participants increase as a result over certain specified limits, the Agreement will go into effect for only six months or 60 days (depending on the specific cost limits exceeded).</li> <li>▪ Option to extend service contract for 2 additional years upon mutual agreement.</li> </ul>
<p><b>Services Purchased</b></p>	<p>Cities must purchase all three services from the County under the contract. Limited exception will be made as follows:</p> <ul style="list-style-type: none"> <li>▪ Northern Cities contracting with a private non-profit shelter will pay no shelter usage component charge but will pay a regional sheltering charge equal to one-half the population-based sheltering charge (incorporated into current cost estimates).</li> </ul>

**JOINT CITIES-COUNTY WORK GROUP FOR REGIONAL ANIMAL SERVICES  
OUTLINE OF TERMS FOR AGREEMENT IN PRINCIPLE**

A committee composed of 3 county representatives (appointed by County) and representatives from contracting cities (appointed by cities) shall meet not less than twice each year to review service issues and make recommendations regarding efficiencies and improvements to services. Members may not be elected officials. The committee shall review and make recommendations regarding the conduct and findings of the collaborative initiatives. Subcommittees to focus on individual initiatives may be formed, each of which shall include membership from both county and city members of the Joint City-County Committee. Recommendations of the Joint City-County Committee are non-binding.

- Recommendations of the Joint City-County Committee are non-binding.
- Update of animal services codes as means to increase revenues and incentives for residents to license, retain, and care for pets.
  - Explore practicability of private for-profit licensing system.
  - Pursue linkages between County and private non-profit shelters and rescue operations to maximize opportunities for pet adoption, reduction in homeless pet population, and other efficiencies.
  - Promote licensing through joint marketing activities of cities and the county.
  - Explore options for increasing service delivery efficiencies across the board.
  - Study options for Kent Shelter repair/replacement.
  - Complete compensation and classification study for shelter staffing benchmarked with other publicly operated shelters.
  - Review annual reconciliation calculations.
  - Review preliminary proposed budgets for animal services.
  - Provide input into contents of periodic system use reports.
  - Review and provide input on operational initiatives.

**Joint City-County  
Committee**

**Ongoing Collaborative  
Initiatives**

**JOINT CITIES-COUNTY WORK GROUP FOR REGIONAL ANIMAL SERVICES  
OUTLINE OF TERMS FOR AGREEMENT IN PRINCIPLE**

**County Transition  
Funding, Marketing  
Support and other  
Credits**

The County shall establish an initial annualized level of transition funding for cities contracting for the full 2.5 year term as follows:

- \$250,000 shall be allocated by population to those cities with an estimated per capita 2010 regional model costs above \$6 per capita.
- An additional \$400,000 shall be allocated by population to cities with an estimated per capita 2010 regional model costs above \$8 per capita.

Transition funding decreases over time. Cities will receive:

- One-half of the initial annualized level for the second half of 2010.
- The initial annualized level in 2011.
- 66% of the initial annualized level in 2012.
- 33% of the initial annualized level in 2013, if the city and County enter into a 2-year extension agreement.
- 0% in 2014.

In addition, the County shall provide in 2010 enhanced licensing marketing support to the cities with the lowest 2009 licensing revenue per capita. For each unit of enhanced licensing marketing support, the County will provide \$20,000 in services estimated to generate 1,000 licenses or \$30,000 in licensing revenue.

- Two cities over 100,000 in population shall each receive 2 units of enhanced licensing marketing support (estimated \$60,000 in licensing revenue in each city).
- Three cities under 30,000 in population shall share one unit of enhanced licensing marketing support (estimated \$10,000 in licensing revenue in each city).

The county will provide credits to cities especially impacted by the cost allocation. These include:

- The **resident usage credit**, which limits the cost allocation in the regional model to no more than 20% greater than the charge would be under a usage-only model for all cities whose net cost is greater than \$5,000; and,
- The **impact mitigation credit** which limits overall net cost increases to contracting cities resulting from cities opting out of the model earlier in the negotiation process to not more than 10 or 15% greater than in the previous model (including the residential use credit), depending on whether Bothell is contracting.

## Animal Services Interlocal Agreement

### Summary of Terms

Document Dated May 28, 2010

*This document provides a section by section summary of the proposed Animal Services Interlocal Agreement. It is not intended as a comprehensive interpretation of the Agreement: for complete terms and conditions, please refer to the Agreement.*

**Generally:** This Agreement replaces the existing animal services agreements that have been in place for nearly two decades. The new Agreement has been offered to all Cities other than the City of Seattle. The Agreement will go into effect on July 1, 2010. Cities may choose to sign up for a term of either 6 months or 2.5 years. Services provided are divided into three categories: control (officers responding to events in the field); shelter; and licensing. Cities must purchase all three services. Costs of animal service are generally allocated between the parties based on two factors: population (50%) and system use (50%). All pet licensing revenues are credited to the jurisdiction in which they are generated as an offset against costs otherwise payable. Three types of subsidies are offered to various cities based on various criteria, in order to mitigate impacts of the cost allocation model.

Cities have been requested to provide two separate statements of interest leading up to the circulation of the final form of Agreement. This is because the Animal Services system costs are to be divided between all participating jurisdictions: if some cities that indicated they were interested ultimately decide not to sign the Agreement it will impact the costs for the remaining parties. If, as a result of some cities not signing the Agreement, the estimated 2010 costs for a City that has signed the Agreement increase by more than 5% or \$3,500 (whichever is greater), the Agreement will only go into effect for that City only for 60 days (unless waived).

A section by section summary of the Agreement follows:

**Recitals.** The Recitals note the benefits of a regional animal services system and the authorities for entering into the Agreement.

**Section 1. Definitions.** Key definitions are set forth in this section. Other definitions appear in Exhibit C (describing the payment formula, summarized below).

**Section 2. Services Provided.** The County will provide the City with Animal Services, which include Control Services, Shelter Services and Licensing Services, all as described in Exhibit A (summarized below). A City may request Enhanced Control Services, as detailed in Exhibit E (summarized below).

**Section 3. City Obligations.** Cities will adopt animal codes with substantially similar license, fee, penalty, enforcement, redemption, impound and sheltering provisions as the County Code, (as now in affected or later amended). The City authorizes the County to enforce these City codes and carry out animal licensing and certain administrative appeals. The City retains independent enforcement authority. The City will help promote pet licensing, and will transmit any pet licensing revenue received to the County quarterly.

**Section 4. Term.** Cities can choose whether to enter into the Agreement for a term of 6 months (ending December 31, 2010) or 2.5 years (ending December 31, 2012). The Agreement cannot be terminated for convenience. The Agreements with a 2.5 year term will be automatically extended for another 2 year *if no Party asks to be released*: notice of intent not to automatically extend the Agreement must be received by May 1, 2012. If any Party seeks not to extend its Agreement, the County will convene all remaining Parties to decide how to proceed.

**Section 5. Compensation.** Cities will pay for animal services every six months, based on the estimated cost of those services (derived from historical use and revenue data, and the most recent budget data). If a City generates more licensing revenue than the service costs, the County will remit the difference back to the City.

**Section 6. Reconciliation of Estimated Payments and Actual Costs and Revenues.** Every June, a reconciliation amount will be calculated to determine the difference between the Estimated Payments made, and the actual costs of service allocable to the Parties based on actual use, revenue and population data. Any "Reconciliation Adjustment Amounts" determined to be owed are due August 15.

**Section 7. Transitional Licensing Revenue Support Services.** The County is providing one-time marketing services in 2010 to the five cities with the lowest per capita revenue (Bellevue, Enumclaw, Kent, SeaTac, Tukwila). The program involves canvassing residents to increase the number of pet licenses issued (and thus, the licensing revenue attributable to these cities to be offset against their cost of Animal Services).

**Section 8. Mutual Covenants/Independent Contractor.** The County is an independent contractor and County staff providing services are not deemed City employees. The County is responsible for the performance of its personnel.

**Section 9. Indemnification and Hold Harmless.** Cross indemnifications are included. The County is responsible for validity of its codes but is not responsible for unique City code provisions not in County Code.

**Section 10. Dispute Resolution.** The parties will first meet together to attempt to resolve any disputes. If this is not successful, it may be followed by mediation (binding

or nonbinding as parties choose). Mediation costs are to be shared equally between the parties.

**Section 11. Joint City-County Committee and Collaborative Initiatives.** An advisory group composed of 3 county representatives and one representative from each contracting City is created to review operational and policy issues and make recommendations regarding same. Initiatives to be pursued include but are not limited to: updating the animal services code to enhance revenues and compliance incentives; exploring service delivery efficiencies; studying options for repair or replacement of the Kent shelter and reviewing the annual reconciliation calculations.

**Section 12. Reporting.** The County will provide the City with reports not less than twice each year summarizing call response on and system usage data for each City and the County as well as the Animal Services system as a whole. The form and contents of the report will be developed in consultation with the Joint City-County Committee.

**Section 13. Amendments.** Amendments that do **not** affect payment responsibilities, indemnification, duration or termination of the Agreement may be approved by the County and two-thirds of all Contracting Cities (in number and percentage of total Estimated Payments made); other Amendments require unanimous approval.

**Section 14. General Provisions.** This section includes standard “boilerplate” provisions—severability, force majeure, notices, records, venue, etc.

**Section 15. Terms to Implement Agreement.** Because it is unknown how many Parties will ultimately approve the Agreement, or for what term (6 months or 2.5 years) and any City declining to sign will impact the cost for all others, this Section limits the amount by which a Party’s costs for 2010 and for 2011 (estimated) may increase and still have the Agreement go into effect as proposed. These limits may be waived by the City (or the County, as applicable). Depending on which of these tests are met or waived, an Agreement may go into effect for the full requested term or only 6 months. If none of the tests are met (or waived) the Agreement will go into effect for 60 days only: if this occurs, the costs payable by the City for services for that 60 day period will be determined using the formulas in Exhibit C and there will not be a reconciliation of this short-term contract payment.

#### **Exhibit A: Animal Services Description**

##### **Control Services**

- The Call Center for the public or cities requesting a response by an Animal Control Officer will operate Monday through Friday, at least 8 hours a day. After hours, callers will hear a recording directing calls to 911 or asking the caller to leave a message for response the next business day.

- The County will be divided into 4 geographic Control Districts that will be staffed by six animal control officers, with a goal of providing service by at least one officer in each Control District for at least 8 hours per day, 5 days per week, except as staffing availability is reduced due to vacation, sick leave, training, etc.
- Calls are classified as either “High Priority” or “Lower Priority.” The County will use its best efforts to ensure all High Priority Calls are responded to during regular animal control officer hours on the day received.
- Additional control resources will be available regionally, including an animal control sergeant providing oversight, an animal cruelty sergeant to investigate cases, and two officers on call after regular service hours for emergency response.
- Cities can opt to contract for “enhanced control services” (See Exhibit E for terms of service).

#### **Shelter Services**

- Shelter for animals will be provided at the existing Kent Shelter. The Bellevue shelter will be closed to the public. The public service counter at the Kent Shelter will be open not less than 30 hours a week. Targeted capacity of the Shelter is 7,000 animals per year.
- Some cities in North King County plan to contract for shelter services with the Progressive Animal Welfare Society (PAWS) located in Lynnwood; for such Cities, the County will deliver cats and dogs picked up in these jurisdictions to the PAWS shelter and will not provide routine sheltering for their cats and dogs.

#### **Licensing Services**

- The County will operate and maintain a unified pet licensing system for Contracting Cities. The County will seek private sector partners to advertise/encourage licensing and will provide licenses and application forms and materials to Cities to use in selling licenses. The County will mail annual renewal forms and a reminder and late notice as applicable to the last known address of all persons who purchased a pet license in the previous year. There will be limited sales and marketing efforts to maintain and increase license sales.

#### **Exhibit B: Control Service District Maps**

The 4 Control Districts have boundaries as shown in the maps in Exhibit B. Two maps are included, one for 2010, the other for 2011 and beyond. District boundaries cannot be changed without unanimous consent of the parties, since it affects pricing for all parties.

#### **Exhibit C: Calculation of Estimated Payments**

This exhibit provides the detailed formulas and definitions to be used to calculate the Estimated Payments each year. In general, these formulas may be described as follows:



- The Estimated Payment(s) for each Service Year are derived from allocating the budgeted Animal Services costs (net of estimated non-licensing revenue) using historical use, population and licensing data.
- From year to year, the total allocable costs for all Contracting Parties (before considering any offsetting revenue) cannot increase by more than the combined total rate of inflation (based on the CPI-U for Seattle, Tacoma Bremerton) and rate of population growth in the combined service area (the “Annual Budget Inflation Cap”).
- **Control Services** costs are equally shared among the 4 geographic Control Districts. Each Contracting Party located within a Control District is allocated a share of Control District costs based 50% on the Party’s relative share of total Calls for Service within the Control District and 50% on its relative share of total population within the Control District.
- **Shelter Services** costs are allocated among all Contracting Parties based 50% on their relative population and 50% 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 and that charge will be one-half the regular shelter services cost population component payable by other Cities.
- **Licensing Services** costs are allocated between all Contracting Parties based 50% on their relative population and 50% on the number of licenses issued to residents of each Contracting Party.
- **Licensing revenue** is to be attributed based on the residency of the individual purchasing the license. The amount of licensing revenue estimated to be generated from the **Transitional Licensing Revenue Support Services** (per Section 7 of the Agreement) is included in the calculation of the Estimated 2010 Payment.
- Each Estimated Payment covers the cost of six months of Animal Services.
- Three credits are applicable to various cities to reduce the amount of their Estimated Payments: a **Transition Funding Credit** (for cities with high per-capita costs); a **Resident Usage Credit** (for cities with low usage as compared to population); and an **Impact Mitigation Credit** (for cities whose projected costs were most impacted by decisions as of May 5 of certain cities not to participate in the regional Agreement). Application of these Credits is limited such that the Estimated Payment cannot fall below zero (before or after the annual reconciliation calculation) with respect to the Transition Funding Credit, or below \$2,750 or \$2,850 (both amount are annualized) with respect to the Resident Usage Credit and Impact Mitigation Credit (depending on whether Bothell received Animal Services in the Service Year).
- Estimated Payments are reconciled to reflect actual revenues and actual usage as well as changes in population. The reconciliation calculation occurs in June of the year following the Service Year. The reconciliation calculation and payment process is described in **Exhibit D**. The receipt of Transition Funding Credits,

Resident Usage Credits, or Impact Mitigation Credits can never result in the amount of the Estimated Payments as reconciled falling below the limits described in the paragraph above (\$0, \$2,750 or \$2,875 (annualized), depending on the credit and whether Bothell received service under an Agreement during the Service Year).

**Exhibit D: Reconciliation**

The purpose of the reconciliation is to adjust payments made for a Service Year to reflect actual use, population, licensing rates, licensing revenue and non-licensing revenue all as compared to the initial calculation of Estimated Payments. A reconciliation calculation is made each June using the same formulas from Exhibit C but substituting actual values. If the calculation shows that the City's actual use was greater than its estimated use, the City will remit the difference to the County by August 15. If the reverse is true, the County will remit the difference to the City by such date.

**Exhibit E: (Optional) Enhanced Control Services Contract**

Cities may purchase enhanced control service. Service hours requested (alone or in combination with other cities) must equal work for at least a half-time equivalent employee or a full time equivalent (or multiples thereof). Attachment A to Exhibit E is a short form for Cities to complete if they wish to request enhanced service.

Outline of Costs for 2010 Animal Services Supplemental and General Fund Contributions

	Animal Care and Control	Public Health	Total Direct Services	RALS, GF and PH Overhead (No Suppl Required)	Total
<b>E1. Estimated Costs for Jan-June Service Provision (E1)</b>	\$2,834,347	\$130,747	\$2,965,094	\$276,000	\$3,241,094
<b>E2. Regional Animal Services Model Costs (July - December) (E2)</b>	\$2,624,400	\$0	\$2,624,400	\$303,500	\$2,927,900
<b>E3. Operational Costs Not Included in Above Estimates (E3)</b>	\$547,000		\$547,000		\$547,000
<b>E4. One Time Costs Associated with Model Development and Implementation (E4)</b>	\$542,500		\$542,500		\$542,500
<b>E5. Total Cost of Animal Services Operations</b>	\$6,548,246	\$130,747	\$6,678,993	\$579,500	\$7,258,493
<b>E6. Current 2010 Adopted Budget</b>	(\$3,398,246)	(\$39,047)	(\$3,437,293)		
<b>E7. Supplemental Request (E5 less E6)</b>	<b>\$3,150,000</b>	<b>\$91,700</b>	<b>\$3,241,700</b>		
<b>Revenues</b>					
<b>R1. Anticipated Jan-June Revenues, Current Fees and License Amounts (R1)</b>	\$1,500,000				
<b>R2. Anticipated July-Dec Revenues, Current Fees and Licensing (R2)</b>	\$1,661,938				
<b>R3. Anticipated New Licensing and Regional Model Contract Revenue (R3)</b>	\$537,535				
<b>R4. Enhanced Services Contract Revenue (R4)</b>	\$150,000				
<b>R5. New King County Revenues Associated with Policy/Fee Changes (R5)</b>	\$44,000				
<b>R6. Use of Bequest Fund to Support Additional Vet Tech and Other (R6)</b>	\$100,000				
<b>R7. Total Anticipated Annual Revenues</b>	\$3,993,473				
<b>R7. Anticipated General Fund Contribution (E6 less R7)</b>	<b>\$2,554,774</b>	<b>\$130,747</b>	<b>\$2,685,521</b>	<b>\$579,500</b>	<b>\$3,265,021</b>

Notes:

- E1. This cost is based on anticipated spending for the first six months of the year, including the cost to extend the shelter operation through June.
- E2. This represents 6 months of costs per the regional animal services model.
- E3. This cost involves various elements that were not included in the model including: mainframe costs, Crossroads utilities and lease costs, King County unincorporated area only marketing, additional vet support requested by Public Health, and the cost of accepting credit cards.
- E4. This cost accounts for one-time costs associated with developing and implementing the regional model, including the consultant's time, IT project work, and transitional marketing effort costs.
- R1. This represents anticipated revenues for the first six months of the year.
- R2. This represents anticipated licensing and non-licensing revenues for the last six months of 2010, assuming current fees and charges.
- R3. These revenues include new licensing revenue associated with the transitional marketing effort for 5 cities as well as contract payments from cities, incorporating transition funding and credits.
- R4. This estimates the revenue expected for the last six months of this year from new enhanced service contracts
- R5. This revenue includes new revenue from implementation of no tolerance policies, increased adoption fees, and increased impound and euthanasia request fees.
- R6. This revenue consists of a transfer from the bequest fund to resource additional vet support.



**Elements Excluded from Regional Animal Services Cost Allocation  
(2010 Annualized Costs)**

<b>Excluded Elements</b>	<b>2010 Annualized Cost</b>
<b><u>General Operations</u></b>	
Certain annual mainframe costs (1)	\$170,000
Crossroads lease, utilities, deferred maintenance (2)	\$70,000
King County unincorporated area license marketing	\$50,000
Additional control overtime/duty pay for evening and weekends	\$40,000
Enhanced services contracts	(3)
Credit card related costs (4)	<u>\$24,000</u>
<b>Subtotal</b>	<b><u>\$354,000</u></b>
<b><u>Reform Agenda</u></b>	
Upgraded salary for regional animal services manager	\$27,000
Additional intake vet tech salary and benefits	(5)
Additional administrator III position salary and benefits	\$105,100
Additional salary for reclassification of veterinarian to medical director	\$13,300
Expert consultant reviews of operations (6)	<u>\$33,800</u>
<b>Subtotal</b>	<b><u>\$179,200</u></b>
<b>Total</b>	<b>\$533,200</b>
<b><u>Regional Model Development and Implementation (One-Time)</u></b>	
IT systems upgrade and move off mainframe	\$350,000
Legal consulting costs to develop contract	\$45,000
Transitional marketing effort in 5 cities	\$100,000
IT model development support and upgrade planning (7)	\$27,500
Transitional retirement, vacation, and sick payout/other transitional wages	<u>\$20,000</u>
<b>Total</b>	<b><u>\$542,500</u></b>

## Notes:

1. It is anticipated that the IT systems will be upgraded and moved off the mainframe by December 2011. The costs excluded from the model represent the anticipated cost savings from this effort. Therefore, it is anticipated that animal services computer system costs will be decreased by at least this amount by no later than December 2011.
2. The Crossroads lease expires in December 2011. No Crossroads costs are anticipated beyond this date.
3. The cost associated with enhanced services is estimated at \$300,000 (2010 annualized). However, these costs are 100% revenue backed and therefore are not shown above or included in the totals.
4. It is anticipated that these costs will be significantly offset by the ability to collect fees, fines, and license payments in the field as well as in the shelter.
5. The salary and benefits associated with an additional vet tech is about \$80,000. However, this position will be resourced with funds from the bequest fund, and therefore costs are not shown above or included in the totals. The bequest fund will also be used to support other direct services such as medical procedures. These costs are not shown above as they will be incurred in relation to the amount of donations received.
6. The cost shown in represents a 2010 value. In out years, this amount is decreased to \$10,000 annually.
7. This item represents IT support costs from January to June 2010. IT support included report generation in support of the regional model as well as planning for the IT systems upgrade and move from the mainframe. This cost for July through December 2010 and for out years is included in the regional model.



2010-0325

## METROPOLITAN KING COUNTY COUNCIL

## NOTICE OF HEARING

Proposed Ordinance 2010-0325

NOTICE IS HEREBY GIVEN, that a public hearing will be held before the Metropolitan King County Council, Room 1001, King County Courthouse, Seattle, Washington, on the 21st day of June, 2010, at 1:30 p.m., to consider adoption of the following proposed ordinance:

**SUMMARY**

Proposed Ordinance 2010-0325 would, if approved, make several changes to animal licensing, business permits, civil fines and service fees assessed by King County. The ordinance amends the fee structure, eliminates or reduces certain fees and permits and increases other fees. The ordinance also prescribes new or increased penalties for general infractions, vicious animals, animal cruelty, and unlicensed pets.

The proposed ordinance increases the minimum general infraction penalty from \$25.00 to \$50.00 for the first annual violation and increases the rate of additional penalties by doubling the rate of the previous penalty for multiple infractions up to a maximum of \$1,000.00. The proposed ordinance establishes a minimum vicious animal or animal cruelty penalty of \$500.00 for the first annual violation and subsequent violations are assessed at a rate of \$1,000.00. The proposed ordinance increases unlicensed pet penalties from \$75.00 to \$125.00 for altered cats and dogs, and \$250.00 for unaltered cats and dogs. Dog leash law violations penalties would remain the same at \$25.00 for the first annual violation with subsequent violations assessed at a rate of \$50.00.

The proposed ordinance would make other changes to King County Code Title 11, including, but not limited to, establishing a tier one animal bequest fund, allowing for electronic payments, allowing for concessionary agreements, advertising, sponsorships and the solicitation of donations, removing sections of code that are now governed by the Seattle-King County Board of Health Code, changing the reporting requirements by private organizations that sell or give away animals, adding catteries to the list of animal facilities that would be subject to code provisions, and making other technical and substantive changes.

The ordinance is proposed to take effect ten days after the ordinance is signed by the Executive.

A copy of Proposed Ordinance 2010-0325 will be mailed upon request to the Clerk of the Council, Room W1039, King County Courthouse, 516 Third Avenue, Seattle, WA 98104.

This legislation is also available on the Internet, at [www.kingcounty.gov/council/clerk/ordinances\\_advertised.aspx](http://www.kingcounty.gov/council/clerk/ordinances_advertised.aspx).

This notice is given in accordance with the provisions of RCW 36.32.120(7) and provides penalties for the violation of the provisions thereof.

DATED at Seattle, Washington this 9th day of June, 2010.

METROPOLITAN KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Anne Noris  
Clerk of the Council