



King County

Metropolitan King County Council  
Budget and Fiscal Management Committee

Agenda Item No.: 10

Date: June 8, 2010

Marilyn Cope,  
Jenny Giambattista,  
Polly St. John

Proposed No.: 2010-0326

Prepared By:

**STAFF REPORT**

**SUBJECT:** AN ORDINANCE that authorizes the Executive to enter into interlocal agreements with suburban cities interested in contracting with King County for Regional Animal Services.

**SUMMARY:**

This proposed interlocal agreement is one in a package of three ordinances that would implement a new regional animal services model within King County. They are:

1. Proposed Ordinance 2010-0325 would amend the county code to reflect the proposed new model.
2. Proposed Ordinance 2010-0326 would approve interlocal agreements and Enhanced Control services contracts with 27 cities within King County.
3. Proposed Ordinance 2010-0327 would provide \$3.24 million and 1.90 new FTEs in the Records and Licensing Division.

**This staff report will concentrate on the proposed interlocal agreement attached to Proposed Ordinance 2010-0326.** Additional staff reports have been prepared for Proposed Ordinance 2010-0325 and Proposed Ordinance 2010-0327.

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 and licensing), district service boundaries, a formula for establishing the cost of the services, responsibilities of both parties, duration of the contracts, etc.

**COUNCIL PRIORITIES**

*The Executive's proposed regional animal services model may further the Council's Local and Regional Cooperation Priority to work with other governments and*

*organizations to implement local and regional priorities and increase the efficiency of service delivery*

**BACKGROUND:**

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).

Since 2007, the King County Council has focused on reforming the animal services program. These attempts at reform culminated in the Council's adoption of Motion 13092 (on November 9, 2009) and established a policy framework for the future of King County animal services. The Adopted 2010 Budget was fully aligned with Motion 13092. 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 by 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.

In early January 2010, the Executive met with Councilmembers and council staff to discuss challenges to implementing the policy framework of Motion 13092 due to insufficient regional shelter capacity and the Executive proposed an alternative - a regional animal services model. On January 25, 2010, the Council adopted Ordinance 16750, extending staffing authority for animal sheltering services through June 30, 2010. The extension of staffing authority provided a common deadline for the Executive to work with cities, labor and stakeholders on a new regional model for animal services.

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 signed a statement of intent to contract with the county for continuity of animal services (see Exhibit C-1). The ILA attached to Proposed Ordinance 2010-0326 is the ILA developed by the "Joint Cities-County Work Group" for regional animal services.

#### 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.

#### **ANALYSIS:**

Proposed Ordinance 2010-0326 includes an ILA with the following substantive provisions:

#### 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.

#### Suite of Services

The county will provide the city with Regional Animal Services, including control services, shelter services, licensing services, and 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 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 “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 still handle animal cruelty cases.
- Additional 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 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 city authorizes the county to enforce these codes and perform animal licensing. The city retains independent enforcement authority. The city 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 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

<sup>[1]</sup> Bothell has agreed to a six month contract rather than a 2.5 year contract.

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 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). The cost of the subsidy will be discussed in the staff report for Proposed Ordinance 2010-0327. The operations of the canvassing program will be discussed in the staff report for Proposed Ordinance 2010-0325.

#### 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 on 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 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 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 expressed their ongoing 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.

#### 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.

#### Ongoing Operational Issues

The proposed Regional Animal Services model is intended to define a new foundation for service contracts that could, if adopted by a sufficient number of cities and the Council, preserve a regional system that leverages economies of scale and addresses some of the ongoing concerns over the health, safety and the humane care of animals. Most of the historic operational concerns over the current animal services program will require continual reforms by the Executive through rigorous managerial oversight. The ILA does not directly address reform; however, the Executive has provided a "Road Map to Reform" within the legislative transmittal package, which outlines proposed actions that would be taken to improve the program.

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 financial priorities in its deliberations. Staff analysis is ongoing.

#### **INVITED:**

- 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, Regional Animal Services
- Dwight Dively, Director, Office of Management and Budget (OMB)
- Shelley De Wys, Budget Analyst, OMB

#### **ATTACHMENTS:**

1. Proposed Ordinance 2010-0326 with attached ILA and Exhibits
2. Transmittal Letter, dated June 1, 2010
3. Joint Cities-County Work Group for Regional Animal Services, Background/Introduction on Agreement in Principle to Provide a Regional System
4. Joint Cities-County Work Group for Regional Animal Services, Outline of Terms for Agreement in Principle
5. Animal Services Interlocal Agreement Summary of Terms
6. Road Map to Reform





**KING COUNTY**  
**Signature Report**

**June 8, 2010**

**Ordinance**

**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

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Robert W. Ferguson, Chair

ATTEST:

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Anne Noris, Clerk of the Council

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

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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

