

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

**AGENDA TITLE:** Motion to Authorize the City Manager to Enter Into an Enhanced Animal Control Services Interlocal Agreement with Regional Animal Services of King County  
**DEPARTMENT:** City Manager's Office  
**PRESENTED BY:** John Norris, Management Analyst  
**ACTION:** ☐ Ordinance ☐ Resolution ☒ Motion ☐ Discussion

**PROBLEM/ISSUE STATEMENT:**

On June 27, staff provided an update to Council on Animal Control Services. As part of that update, staff provided information to Council on the enhanced services interlocal agreement between the City and Regional Animal Services of King County (RASKC) for weekend animal control services. The enhanced animal control services interlocal agreement was entered into with RASKC by the cities of Shoreline, Lake Forest Park and Kenmore on July 31, 2010, and expired on June 30, 2011. Council has provided the City Manager with direction to continue the enhanced services contract; therefore, entering into a new interlocal agreement with RASKC by August 1, 2011. Likewise, Council directed staff to prepare to bring animal control services in-house. Staff will provide the Council with an implementation plan in early 2012.

**RESOURCE/FINANCIAL IMPACT:**

The estimated cost of entering into this interlocal agreement is roughly \$80,000. It is possible that some of this cost may be paid for by remaining license fee revenues collected by RASKC after covering RASKC interlocal agreement costs and PAWS contract costs. However, it is anticipated that most, if not all of this cost will be paid for out the City's General Fund. This cost was budgeted for appropriately in 2011, and will continue to be budgeted for in 2012.

**RECOMMENDATION:**

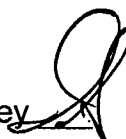
Staff recommends that the City Council authorize the City Manager to enter into the Enhanced Animal Control Services Interlocal Agreement with Regional Animal Services of King County through December 31, 2012.

Approved By:

City Manager



City Attorney



**INTRODUCTION:**

On July 31, 2010, the City entered into an interlocal agreement with RASKC for enhanced animal control services. This enhanced services agreement expired on June 30, 2011. The enhanced services agreement is 'Exhibit E' to the animal services interlocal agreement (base-level agreement) that the City entered into with RASKC. If the City wishes to continue receiving enhanced services, a new interlocal agreement must be entered into with King County by August 1, 2011.

In the initial enhanced services interlocal agreement, RASKC Officer Steve Nicholson provided 20 hours per week (10 hours on both Saturday and Sunday) of enhanced animal control services to the cities of Shoreline, Lake Forest Park and Kenmore. Under this agreement, the City of Shoreline paid for and received 70% of these services, while the other two jurisdictions each received 15%. The cost allocation of this agreement was based on the amount of time Officer Nicholson spent in each jurisdiction. Thus, Officer Nicholson, in addition to responding to calls for service that came in over the weekend, spent much of his time "patrolling" the City, selling licenses, and citing leash law and other animal control code violators in Shoreline.

**EXTENDED INTERLOCAL AGREEMENT:**

If the City enters into a new enhanced services interlocal agreement, Officer Nicholson will continue to provide this weekend service for the cities of Shoreline, Lake Forest Park and Kenmore. As can be seen in the attached interlocal agreement, Officer Nicholson would continue to be scheduled 20 hours per week (10 hours on Saturday and 10 hours on Sunday), and would continue to provide the services he provided under the initial interlocal agreement. They are: 1) respond to calls for service that are received by Regional Animal Services of King County from these jurisdictions on Saturday and Sunday, 2) respond to animal control related issues that are observed in the field in these jurisdictions, 3) follow-up on calls for services and investigations that are received by Regional Animal Services of King County from these jurisdictions during the week (Monday through Friday), 4) provide park patrol, leash and license enforcement, and enforcement of other violations of the jurisdictions' animal regulations, 5) provide a "visual presence" within these jurisdictions via driving routes and park patrols, etc., and 6) provide occasional community event support.

Given that the cities of Kenmore and Lake Forest Park are both desirous of continuing enhanced services for an additional year and half through the end of the RASKC interlocal agreement term (December 31, 2012), staff recommends that a new interlocal agreement adopt this contract termination date. Staff feels that this contract will provide needed services at reasonable cost. In particular, having an animal control officer on duty during the weekend ensures quick response times when incidents occur.

**INTERLOCAL AGREEMENT COST:**

In 2011, RASKC enhanced animal control services cost \$76,020 for a half-time animal control officer. For the first six months of 2011, this half year cost (\$38,010) was allocated in the following manner: Shoreline - 70% (\$26,607), Kenmore - 15% (\$5,701.50), and Lake Forest Park -15% (\$5,701.50). If the Council agrees to extend enhanced services throughout the term of the RASKC agreement (July/August 2011-December 2012), the cost for Shoreline is estimated at roughly \$80,000. This includes

the remaining 2011 cost (\$26,607) plus the 70% cost share of the 2012 cost, which is estimated at roughly \$54,000.

#### **ALTERNATIVES:**

##### *Authorize Enhanced Animal Control Services Interlocal Agreement*

If the Council authorizes the City Manager to enter into the enhanced animal control services interlocal agreement with RASKC, Officer Nicholson will continue to provide this service on weekends beginning July 16. This service would continue on weekends until the interlocal agreement term expires on December 31, 2012.

##### *Do Not Authorize Enhanced Animal Control Services Interlocal Agreement*

If the Council does not authorize the City Manager to enter into the enhanced animal control services interlocal agreement with RASKC, weekend animal control services would cease. Calls for service from Shoreline coming into RASKC on the weekend would be held over and responded to or investigated the following week. Emergency calls into the 9-1-1 system would be triaged and would be relayed to Shoreline Police if an emergency situation involving an animal occurred. All other proactive animal control services performed by the enhanced animal control officer such as park patrol, leash and license enforcement, etc., would cease.

#### **RESOURCE/FINANCIAL IMPACT:**

The estimated cost of entering into this interlocal agreement with RASKC is roughly \$80,000. It is possible that some of this cost may be paid for by remaining license fee revenues collected by RASKC after covering RASKC interlocal agreement costs and PAWS contract costs. However, it is anticipated that most, if not all of this cost will be paid for out the City's General Fund. This cost was budgeted for appropriately in 2011, and would continue to be budgeted for in 2012.

#### **RECOMMENDATION:**

Staff recommends that the City Council authorize the City Manager to enter into the Enhanced Animal Control Services Interlocal Agreement with Regional Animal Services of King County through December 31, 2012.

#### **ATTACHMENTS:**

- A. Enhanced Control Services Contract between City of Shoreline and King County, Exhibit E to Animal Control Services Interlocal Agreement with Regional Animal Services of King County.
  - 1. Enhanced Service Options Matrix, Attachment A

## Exhibit E

### Enhanced Control Services Contract (Optional)

#### Between City of Shoreline ("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 Inflator 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).

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 \_\_\_\_\_, 2011.

King County

City of Shoreline

\_\_\_\_\_  
Dow Constantine  
King County Executive

\_\_\_\_\_  
Julie T. Underwood  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved as to Form:

\_\_\_\_\_  
Approved as to Form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
Ian Sievers  
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 of Shoreline**

**Requested Enhanced Control Services Start Date:** July 16, 2011.

**Requested Enhanced Control Services End Date:** December 31, 2012.

**\*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:** 0.5 shared between the cities of Shoreline, Lake Forest Park and Kenmore (minimum request: 20%; requests must be in multiples of either 20% or 25%)

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

The cities of Shoreline, Kenmore and Lake Forest Park request a 0.5 FTE Enhance Services Officer to be scheduled 20 hours per week; 10 hours on Saturday and 10 hours on Sunday. The Enhanced Services Officer will: 1) respond to calls for service that are received by Regional Animal Services of King County from these jurisdictions on Saturday and Sunday, 2) respond to animal control related issues that are observed in the field in these jurisdictions, 3) follow-up on calls for services and investigations that are received by Regional Animal Services of King County from these jurisdictions during the week (Monday through Friday), 4) provide park patrol, leash and license enforcement, and enforcement of other violations of the jurisdictions' animal regulations, 5) provide a "visual presence" within these jurisdictions via driving routes and park patrols, etc., and 6) provide occasional community event support.

Based on these duties, the cost for the Enhanced Services Officer will be allocated based on the number of hours spent in each a jurisdiction. Regional Animal Services of King County will charge each jurisdiction as follows: Shoreline - 70% of the Enhanced Service Officer's annual cost, Lake Forest Park - 15% of the Enhanced Service Officer's annual cost, and Kenmore - 15% of the Enhanced Service Officer's annual cost. The time spent in each jurisdiction will mirror these cost allocations; i.e., the Enhanced Services Officer will spend 70% of his total time in Shoreline. However this time allocation shall include "shared time", such as travel time to the jurisdictions, travel time between the

jurisdictions, and other time that cannot be allocated to one jurisdiction. As well, the time allocation shall be calculated during the totality of this interlocal agreement term, and not on a weekly or monthly basis.

**Cities with whom the City proposes to share the Enhanced Control Services, and proposed percentages of an FTE those Cities are expected to request:**

See above and table below:

<u>Jurisdiction</u>	<u>Cost Allocation Percentage</u>	<u>2010 Cost Allocation</u>	<u>Weekly Time Allocation (In Hours)*</u>
Kenmore	15%	\$11,250	3.0
Lake Forest Park	15%	\$11,250	3.0
Shoreline	70%	\$52,500	14.0
<b>Total</b>	<b>100%</b>	<b>\$75,000</b>	<b>20.0</b>

\*Time allocation shall be calculated during the totality of this interlocal agreement term, and not on a weekly or monthly basis; this weekly hour allocation is shown for illustrative purposes.

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.

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

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

Request Signed as of this \_\_\_\_ day of \_\_\_\_\_, 2011.

City of Shoreline

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Julie T. Underwood  
City Manager

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