Contract No. 10-C882
(Exhibit E of Animal Services Interlocal Agreement—Contract No. 10-C881)
Enhanced Control Services Contract

Between City of Kenmore ("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). 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 4th quarter of each year during the term of this Contract, an invoice shall be submitted to the City no later than December 15th. 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 30th day of July, 2010.

King County	City of Kenmore
Dow Constantine King County Executive	Frederick C. Stouder City Manager
August 6, 2010 Date	9/9/10 Date
Approved as to Form:	Approved as to Form:
Deputy Prosecuting Attorney	Rod Kaseguma 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 Kenmore

Requested Enhanced Control Services Start Date: July 31, 2010

Requested Enhanced Control Services End Date: July 31, 2011 (one year). If a countywide public safety sales tax vote *is* approved, City will want the opportunity to review the level of additional field services that would be provided by the County and may potentially want to terminate this Enhanced Control Services Agreement on December 31, 2010. City also wants the ability to explore the extension of this agreement beyond July 31, 2011 (potentially until the end of the Interlocal Agreement term) with the understanding that any extension amendment will be completed by August 1, 2011 as per this agreement.
***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 FTE 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):
We would like to have an officer scheduled 20 hours per week; 10 hours on Saturday and 10 hours on Sunday. Cost allocation will be based on time served in each jurisdiction. Given that the enhanced services officer will not only be responding to calls, but will be providing (when time allows) park patrol, leash and license enforcement, "visual presence" within a City via specific driving routes, and occasional community event support, the number of hours spent in a community is an equitable way to allocate cost.

To simplify the billing for enhanced services, we recommend that the County charge each jurisdiction a specific percentage of the enhanced service cost when the estimated payments are issued for the Interlocal Agreement and then reconcile those estimated payments during the annual reconciliation process where we would be charged for the

actual amount of service hours delivered. To implement this, Shoreline would be charged 70% of the enhanced officer's cost, with Lake Forest Park and Kenmore each being charged 15%.

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:

Jurisdiction	Service Allocation	Initial Cost Allocation	Hours Allocation per weekend
Kenmore	**15%**	**$11,250**	**3.0**
Lake Forest Park	**15%**	**$11,250**	**3.0**
Shoreline	**70%**	**$52,500**	**14.0**

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 work rules, 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* *Example:* 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. **(50% of a Half-Time FTE)	Cost to City: (% of FTE requested) x $115,000/year in 2010 * *Example:* 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.

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

Request Signed as of this 9 day of Sept., 2010.

City of Kenmore

Frederick C. Stouder
City Manager