

RESOLUTION R-4812

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND REGARDING SUPPLEMENTAL ANIMAL CONTROL SERVICES BETWEEN THE CITY OF KIRKLAND AND KING COUNTY.

WHEREAS, the City and County entered into an Interlocal Agreement dated August 25, 1994, relating to the provision of animal control services within the City ("the Interlocal Agreement"); and

WHEREAS, the City and County amended the Interlocal Agreement on September 12, 2005, and again on September 14, 2007, to enable the County to provide City with additional animal control services under a pilot program; and

WHEREAS, the City and County now wish to enter into an Interlocal Agreement for Supplemental Animal Control Services to enable the County to continue to provide the City with additional animal control services;

WHEREAS, Chapter 39.34 RCW authorizes the parties to enter into an interlocal cooperation agreement to perform any governmental service, activity or undertaking which each contracting party is authorized by law to perform;

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Kirkland an Interlocal Agreement substantially similar to that attached as Exhibit "A", which is entitled "Interlocal Services Agreement Between the City of Kirkland and King County Regarding Supplemental Animal Control Services."

Passed by majority vote of the Kirkland City Council in open meeting this 20th day of April, 2010.

Signed in authentication thereof this 20th day of April, 2010.

  
MAYOR

Attest:

  
City Clerk

## **INTERLOCAL SERVICES AGREEMENT**

### **Between the City of Kirkland and King County Regarding Supplemental Animal Control Services**

This is an agreement for supplemental animal control services between the City of Kirkland, a municipal corporation of the State of Washington, hereinafter referred to as the "City," and King County, a home-rule charter county and a political subdivision of the State of Washington, hereinafter referred to as the "County."

**WHEREAS**, the City and County entered into an Interlocal Agreement dated August 25, 1994 relating to the provision of animal control services within the City ("the Interlocal Agreement"); and

**WHEREAS**, the City and County amended the Interlocal Agreement on September 12, 2005, and again on September 14, 2007, to enable the County to provide City with additional animal control services under a pilot program; and

**WHEREAS**, the City and County now wish to enter into an Interlocal Agreement for Supplemental Animal Control Services to enable the County to continue to provide the City with additional animal control services;

**NOW**, in consideration of mutual covenants, the City and County hereby agree to the following provisions contained in each section:

#### **Section 1. Service Obligation**

- A. The County shall provide supplemental animal control services in the form of an additional animal control officer dedicated to the City for an average of eight hours per week during the period of this program.
- B. The scheduling of these additional service days will be determined by mutual agreement of the contract administrators of this supplemental service.
- C. The additional animal control officer will be stationed within the City limits to respond to specific calls for service, perform routine patrols, communicate with City officials, and handle other related tasks as agreed to by the contract administrators of this supplemental service.
- D. The additional animal control officer will issue written warnings and citations under applicable law at the discretion of the contract administrators of this supplemental service.
- E. The additional animal control officer will appear in court on the City's behalf when necessary.

- F. The County shall provide the City with a general monthly calendar of scheduled service in the City, and a monthly report of the types of services offered and performed.
- G. The County shall submit to the City an invoice and billing voucher at the end of each quarter. During the 4<sup>th</sup> quarter, a final invoice shall be submitted to the City no later than December 15.
- H. The City shall provide the additional animal control officer with a City vehicle to perform the supplemental animal control services or make arrangements for a vehicle for the additional animal control officer to use. The City may contract with the County to provide a vehicle for the additional animal control officer at additional expense to the City.

## **Section 2. Compensation.**

In consideration for the supplemental services provided by the County as set forth herein, the City promises to pay the County as set forth below:

A. Hourly Rates for Additional Animal Control Officer When Total Hours Worked Equal 40 Hours Per Week (Full-Time):

If the City alone or in conjunction with another city, cities, or organizations is able to schedule the additional animal control officer with at least forty (40) hours per week or full-time status, the cost shall be as follows:

2010 Base Hourly Rate	\$46.75
2010 Overtime Hourly Rate	\$42.99
2010 Holiday Hourly Rate	\$56.52

B. Hourly Rates for Additional Animal Control Officer When Total Hours Worked Equal Less than 40 Hours Per Week (Less than Full-Time):

In the event the City alone or in conjunction with another city, cities or organizations can not schedule the animal control officer with at least forty (40) hours per week or full-time status, then the rates for supplemental service will increase. The hourly rates for the additional animal control officer at less than full-time usage are as follows:

2010 Base Hourly Rate for 20 hours per week	\$56.72
2010 Base Hourly Rate for 25 hours per week	\$51.83
2010 Base Hourly Rate for 30 hours per week	\$50.63
2010 Overtime Hourly Rate	\$42.99
2010 Holiday Hourly Rate	\$56.52

- C. The overtime rates are lower than the base rates because many program costs other than salary are captured in the base rate and are therefore not billed in the overtime rate.
- D. In addition to the cost of the additional animal control officer as set forth above, the City may pay the County a monthly rate for the use of the County's animal

control vehicles. The full 2010 monthly rate for use of the animal transport truck is \$1,080; and the full 2010 monthly rate for use of the standard vehicle is \$285.

**Section 3. Contract Administrators.** For purposes of these supplemental services, the contract administrators shall be the City Administrator or a designee and the King County Animal Care and Control Manager or designee.

**Section 4. Other Portions of the Agreement Unaffected.** Except as specifically stated herein, all portions of the Interlocal Agreement shall remain in place and are unaffected by this Agreement. Further, except as specifically stated herein, all portions of the Interlocal Agreement shall apply to the sections of this Agreement.

**Section 5. Amendments.** All amendments to the Interlocal Agreement with regard to enhanced or supplemental animal control services are hereby terminated.

**Section 6. Discontinuation of Supplemental Services.** The County or City may discontinue the provision of supplemental services authorized by this Agreement with or without cause upon providing thirty-days written notice.

**Section 7. Effective Date.** This Agreement shall be effective upon the date last signed below.

**IN WITNESS WHEREOF**, the parties have executed this agreement.

**CITY OF KIRKLAND**

**KING COUNTY**

\_\_\_\_\_  
 XXXXXXXX Date  
 City Manager/Mayor

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

Approved as to form:

Approved as to form:

\_\_\_\_\_  
 City Attorney Date

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