

RESOLUTION NO. 2149

A RESOLUTION OF THE KIRKLAND CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH KING COUNTY FOR ENFORCEMENT OF LAWS RELATING TO ANIMAL CONTROL.

WHEREAS, King County and the City of Kirkland have jurisdiction to regulate the control of animals within their respective boundaries, and

WHEREAS, animal control presents peculiar licensing and law enforcement problems of a multi-jurisdictional nature, and

WHEREAS, the County and its employees, and more particularly, the animal control division of the King County Department of General Services, are well qualified and able in matters relating to the licensing and enforcement of laws relating to animal control, and

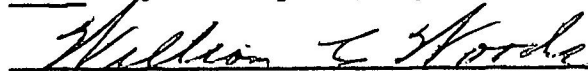
WHEREAS, the City of Kirkland desires to obtain the assistance of the County in these matters,

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


Section 1. The City Manager be and he hereby is authorized and directed to enter into a contract with King County substantially in the form of the contract attached to this resolution as Exhibit A and by this reference incorporated herein.

Section 2. From and after the effective date of said contract the animal control division of the King County Department of General Services shall be the designated dogcatcher for the purpose of enforcement of Chapter 8.04 of the Kirkland Municipal Code.

ADOPTED by majority vote of the Kirkland City Council in regular meeting on the 18th day of September, 1972.

  
\_\_\_\_\_  
Mayor

Attest:

  
\_\_\_\_\_  
Director of Administration and Finance  
(ex officio City Clerk)

CONTRACT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1972, between KING COUNTY, State of Washington, hereinafter called the "County" and the CITY OF KIRKLAND, Washington, a non-charter code city, hereinafter called the "CITY", under the authority of Title 39, Revised Code of Washington, and particularly RCW 39.34.080, King County Resolution No. 36792 and City of Kirkland Ordinance No. \_\_\_\_\_.

WITNESSETH:

WHEREAS, the County and the City have jurisdiction to regulate the control of animals within their respective boundaries; and

WHEREAS, animal control presents peculiar licensing and law enforcement problems of a multi-jurisdictional nature; and

WHEREAS, it is desirable in order to adequately protect the interests of the County and the City and the citizens thereof, to provide for a uniform county-wide system of licensing animals; and,

WHEREAS, the County and its employees, and more particularly the Animal Control Division of the King County Department of General Services, are well qualified and able in matters relating to the licensing of animals; and

WHEREAS, the City desires to obtain the assistance of the County in matters relating to the licensing and enforcement of laws relating to animal control; and

WHEREAS, the County is ready, willing and able to act to assist the City in matters relating to the licensing and enforcement of laws relating to animal control;

NOW, THEREFORE, in consideration of payments, mutual agreements and covenants hereinafter contained, and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

1. The City has enacted and shall amend from time to time Ordinance No. \_\_\_\_\_.

2. The City shall delegate the power to enforce the terms of the above-mentioned city ordinance to the Director of the King County Department of General Services and his authorized representatives, subject to the conditions set forth in the above-mentioned city ordinance. The power and duty to issue notices of violation for violation of the above-mentioned city ordinance shall be jointly exercised by the Director of the King County Department of General Services and his authorized representatives and the City of Kirkland.

3. The County shall perform to the best of its ability all services relating to licensing and enforcement of city ordinances relating to animal control. The level of service which will be provided shall be 16 hours per week. The city shall pay \$ 7.52 per hour for such service.

4. The rendition of such service, the standards of performance, the discipline of employees, and all other matters incident to the performance of such services and the control of personnel so employed, shall remain in the County. In the event of a dispute between the parties as to the extent of the service to be rendered hereunder, or the level or manner of performance of such service, the determination hereof made by the Director of the King County Department of General Services shall be final and conclusive in all respects as between the parties hereto.

5. The City shall not assume any liability for the direct payment of any salaries, wages or other compensation to any County employees performing services hereunder, or any liability other than that provided for in this agreement. The City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of this employment hereunder.

6. Neither party, its officers or employees, shall assume any liability for the intentional or negligent acts of the other party or any of its officers or employees. As to the obligations and responsibilities assumed by or allocated to each party pursuant to this agreement, said party shall secure and maintain with responsible insurers such insurance, as is customarily maintained by public bodies with respect to the operation and enforcement of the governmental services being the subject matter of this contract and the incidents thereto, all to the extent that such insurance can be secured and maintained at reasonable cost. Upon request each party shall make available to the other party a certificate of such insurance when in force.

7. Either party shall have the right to cancel this agreement at any time upon the giving of thirty (30) days written notice to the other of such cancellation.

8. Unless sooner terminated as provided for herein, this agreement shall be effective \_\_\_\_\_ and shall terminate on January 1, 1973. It is further agreed that should both parties desire to continue this agreement after said termination date, this contract may be renewed for a period of one year on the same terms and conditions upon the giving of written notice by either party to the other not less than thirty (30) days before the expiration of this agreement.

9. This writing embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. The parties further agree that no liability shall attach to either of the parties by reason of entering into this contract except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused  
this agreement to be executed the day and year first herein-  
above written.

KING COUNTY

By \_\_\_\_\_  
JOHN D. SPELLMAN, COUNTY EXECUTIVE

CITY OF KIRKLAND

By \_\_\_\_\_  
CITY MANAGER

By \_\_\_\_\_

Approved as to form and legality:

\_\_\_\_\_  
DEPUTY PROSECUTING ATTORNEY