

RESOLUTION NO. 2155

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING A CONTRACT WITH KING COUNTY RELATING TO ANIMAL CONTROL, LICENSING, WELFARE, CRUELTY AND ENFORCEMENT, OF ORDINANCE NO. 2207 .

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

WHEREAS, the enforcement and administration of 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 authority 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

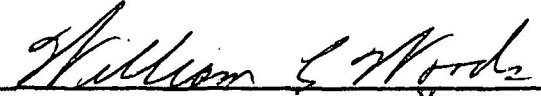
WHEREAS, pursuant to Kirkland Ordinance No. 2207 , Kirkland desires to obtain the assistance of the County in matters relating to licensing and enforcement of its ordinances pertaining to animal control, and

WHEREAS, the County pursuant to King County Ordinance No. 1396 is ready, willing and able to assist the City in matters relating to the licensing and enforcement of laws and regulations pertaining to animal control,


NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kirkland as follows:

Section 1. The City Manager for the City of Kirkland pursuant to Section 5 of Ordinance No. 2207 is authorized and directed to sign for the City of Kirkland a contract with King County providing for the enforcement of Kirkland Ordinance No. 2207 relating to animal control, licensing, welfare and cruelty. A copy of said contract is attached to the original of this Resolution and is approved by the City Council. The effective date of said contract is determined by the date of adoption of this Resolution.

ADOPTED by a majority vote of the Kirkland City Council in regular meeting on the 4th day of December ,1972.

  
\_\_\_\_\_  
Mayor

ATTEST:

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

*City Clerk*

CONTRACT

THIS AGREEMENT is made and entered into this 12th day of December, 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 authority of Title 39, Revised Code of Washington, and particularly RCW 39.34.080, King County Ordinance No. 1396, and City of Kirkland Ordinance No. 2207.

WITNESSETH:

WHEREAS, the County and the City have jurisdiction to regulate Animal Control within their respective boundaries; and

WHEREAS, the business of 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 interest of the County and the City and the citizens thereof, to provide for a uniform county-wide system of licensing dogs, cats, kennels, hobby kennels, pet shops, animal shelters, and grooming parlors; and

WHEREAS, the County and its employees, and more particularly the Animal Control Authority 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 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. 2207, which is substantially similar to King County Ordinance No. 1396, as now or hereafter amended.

2. The City shall delegate the power to determine eligibility for licenses issued under 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 and subject to the review power of the King County Board of Appeals.

3. The City shall delegate the power to enforce the terms of the above-mentioned city ordinance, including the power to suspend or revoke licenses issue thereunder, 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, and subject to the review power of the King County Board of Appeals. The power and duty to issue notices of violation and court citations 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.

4. The County shall perform to the best of its ability all services relating to licensing and enforcement of city ordinances relating Animal Control in accordance with the terms of this contract and the above-mentioned city ordinance. Except as otherwise hereinafter provided for, the minimum level of service which will be provided shall be that same minimum level of service that is and shall be hereinafter, during the terms of this agreement, provided for the unincorporated areas of the County by

the aforementioned King County Department of General Services.

5. 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 minimum level or manner of performance of such service, the determination of the Director of the King County Department of General Services shall prevail unless within ten days of such determination made in writing, the City files a written notice of appeal with the Director. Copies of such notice shall also be filed with the King County Executive and the Kirkland City Manager. In such event the dispute shall then be submitted for review to a three member panel composed of the County Executive, the City Manager and a third member of their choosing who shall not be an officer or employee of either King County or the City of Kirkland. A decision or determination agreed upon by a majority of said panel shall be final and conclusive in all respects as between the parties hereto.

6. The City agrees that all fines and fees collected by the County pursuant to the licensing and control of "dogs", "cats", "hobby kennels", "kennels", "pet shops", "animal shelters", and "grooming parlors" shall be and remain the property of the County, subject to the provisions of Clause (7) of this contract.

7. The County shall pay over to the City, on a monthly basis, the sum of:

(a) Eighty (\$ .80) for each dog licensed by the City;

(b) Fifty (\$ .50) for each cat licensed by the City;

(c) Two dollars and fifty cents (\$2.50) for each Hobby Kennel licensed to operate in the City;

(d) Twenty-five dollars (\$25.00) for each Kennel, Pet Shop or Animal Shelter licensed to operate in the City;

(e) Twelve dollars and fifty cents (\$12.50) for each Grooming Parlor licensed to operate in the City.

The County's payments under this Clause shall be determined by the type and number of licenses sold by the City each month.

8. The parties agree that licenses for dogs and cats purchased through the City shall be subject to the provisions of Clause 7 of this contract.

The parties agree that licenses for Hobby Kennels, Kennels, Pet Shops, Animal Shelter and Grooming Parlors located within the City's limits shall be subject to the provisions of Clause 7 of this contract.

9. The County agrees to furnish to the City the licenses and application forms for such licenses regarding dogs, cats, kennels, hobby kennels, pet shops, animal shelters, and grooming parlors.

10. The parties agree that all fines levied by a court of competent jurisdiction for violation of city ordinances regulating Animal Control shall become the property of the City.

11. 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 his employment hereunder.

12. 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.

13. Either party shall have the right to cancel this agreement to any time upon the giving of thirty (30) days' written notice to the other of such cancellation. In the event of such cancellation all monies allocated under this agreement shall become immediately due and payable. The cancellation of this agreement shall not affect the validity of any license issued pursuant to City Ordinance No. as now or hereafter amended.


14. Unless sooner terminated as provided for herein, this agreement shall be effective January 1, 1973 and shall terminate on December 31, 1973. It is further agreed that should both parties desire to continue this agreement after said termination date, this contract may be renewed for the 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 30 days before the expiration of this agreement.

15. 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 hereinabove written.

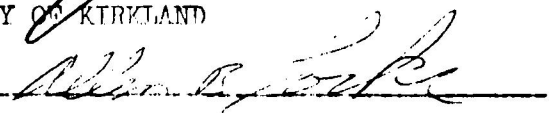
KING COUNTY

By

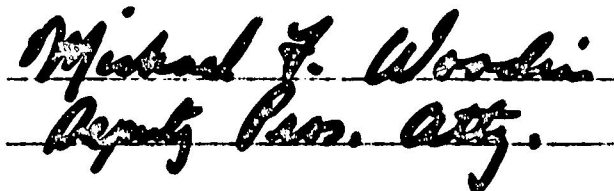
  
County Executive

CITY OF KIRKLAND

By



Approved as to form and legality:

  
Deputy Pres. Atty.