

RESOLUTION NO. R -2600

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING A CONTRACT WITH KING COUNTY FOR THE PERFORMANCE OF ANIMAL CONTROL SERVICES WITHIN THE CITY OF KIRKLAND AS AUTHORIZED BY SECTION 8.04.050 KIRKLAND MUNICIPAL CODE.

WHEREAS, Section 8.04.050 of the Kirkland Municipal Code authorizes the city manager to enter into an interlocal services agreement with King County for performance of animal control services within Kirkland and the enforcement of Kirkland animal control ordinances and regulations, subject to approval of said contract by the Kirkland city council, and

WHEREAS, the city manager has presented to the city council for its review a proposed interlocal services agreement with King County for performance of animal control services, between April 1, 1979, and March 31, 1980, and

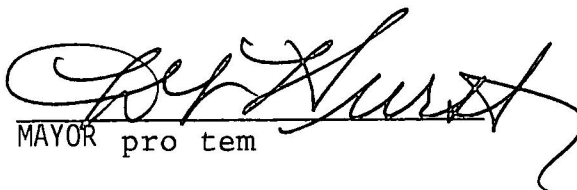
WHEREAS, it appears in the best interests of the City of Kirkland, and its residents that said contract be approved,

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

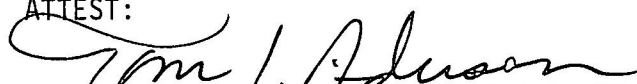
Section 1. The city manager is hereby authorized and directed to sign on behalf of the City of Kirkland, that certain interlocal service agreement between the City of Kirkland and King County for performance by King County Animal Control Division of animal licensing and control services, including ordinance enforcement within the City of Kirkland, all in accordance with said contract, copy of which is attached to the original of this resolution.

PASSED by majority vote of the Kirkland City Council in regular open meeting on the 5th day of March, 1979.

SIGNED IN AUTHENTICATION thereof on the 5th day of March, 1979.


MAYOR pro tem

ATTEST:


Director of Administration & Finance
(ex officio City Clerk)



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CONTRACTING DEPT./DIV.: _____
CONTRACT AMOUNT: _____
TERM: _____
TYPE OF SERVICE: _____

INTERLOCAL SERVICES AGREEMENT

This AGREEMENT, entered into this _____ day of _____, 19 ____, between KING COUNTY, State of Washington, hereinafter referred to as the "COUNTY", and the municipal corporation of KIRKLAND, hereinafter referred to as the "CITY".

WITNESSETH:

WHEREAS, the City, pursuant to RCW 39.34.010, 39.34.080 and City of Kirkland municipal code section 8.04.050, is authorized to and desirous of contracting with the County for the performance of Animal Control Services; and,

WHEREAS, the County is authorized by Section 120 of the King County Charter and King County Ordinance No. 1370 to render such services and is agreeable to rendering such services on the terms and conditions hereinafter set forth and in consideration of payments, mutual covenants and agreements herein contained.

IT IS, THEREFORE, covenanted and agreed as follows:

1. Obligations: In consideration of the promise of the City and payment of the sum hereinafter set forth, the County promises to:

- A. Perform to the best of its ability all services relating to licensing and enforcement of City ordinances or resolutions pertaining to Animal Control as set forth in Kirkland Municipal Code Chapters 8.02, 8.03, 8.04, and 8.08 (except 8.08.040).
- B. Provide a level of service which is the same as that provided to unincorporated areas of the County;
- C. Furnish licenses and application forms for said licenses to the City for sale to the public at the City Hall; Provided, however, that said sales at

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the City Hall shall terminate on the 30th day of
June, 19 79. Thereafter, licenses
may be purchased from the King County Animal License
Office, Room 403, King County Administration Build-
ing, 500 4th Avenue, Seattle, Washington 98104 (by
mail or in person); King County Animal Control Shelt-
er, 21615 64th South, Kent, Washington 98031 (in per-
son only); King County Eastside Holding Shelter,
located at _____

_____ (in person only); and, from any Animal
Control Field Officer.

In consideration of the promises of the County hereinbefore
set forth, the City promises to:

- D. Enact an ordinance or resolution which is substant-
ially similar to King County Ordinance No. 1396, as
now or hereafter amended. For the purpose of this
subsection, "substantially similar" shall be defined
to include, at a minimum, identical license, late
penalty and impound/redemption/sheltering fees with
those provided in King County Ordinance No. 1396;
- E. Delegate to the County the following:
 - (1) The power to determine eligibility for licenses
issued under the terms of the City ordinance or
resolution, subject to the conditions set forth
in said ordinance or resolution, and subject
to the review power of the King County Board of
Appeals;
 - (2) The power to enforce terms of the City ordin-
ance or resolution, including the power to sus-

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pend or revoke licenses issued thereunder, subject to the conditions set forth in said ordinance or resolution, and subject to the review power of the King County Board of Appeals.

(3) The power and duty to issue notices of violation and court citations shall be jointly exercised by the County and the City.

2. Compensation and Method of Payment: The City shall reimburse the County for the services as delineated in this contract in the following manner:

A. The County shall receive all fines and fees collected by the County pursuant to the licensing of _____ dogs, cats, kennels, hobby kennels, pet shop, _____ animal shelters and grooming parlors

subject to the following rebate provisions:

- (1) \$.80 for each dog license sold at the City Hall shall be rebated to the City;
- (2) \$.50 for each cat license sold at the City Hall shall be rebated to the City;
- (3) \$2.50 for each hobby kennel licensed to operate inside the City shall be rebated to the City;
- (4) \$12.50 for each grooming parlor licensed to operate inside the City shall be rebated to the City;
- (5) \$25.00 for each animal shelter, kennel or pet shop licensed to operate inside the City shall be rebated to the City. The total of these fees shall be rebated once a year (December), based on the records of the King County Animal License Section.

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B. The County shall receive all impound and redemption fees charged against animals.

3. Time of Performance: This agreement shall be effective on the 1st day of April, 19 79, and terminate on the 31st day of March, 19 80. It is further agreed that should both parties desire to continue this agreement after the 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; Provided, however, that the County reserves the right to increase fees or modify the rebate provisions of Section 2 A of this agreement.

4. Modifications. The parties agree that this agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein are excluded. Further, any modification of this agreement shall be in writing, signed by both parties, and affixed to this original agreement.

5. Termination. This agreement may be terminated without cause only after 30 days written notice received by one party given by the other. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for immediate termination. Any termination of this agreement shall not terminate any obligation of either party incurred prior to such termination, nor shall it affect the validity of any license issued pursuant to the City ordinance or resolution.

6. Mutual Covenants. Both parties understand and agree that the County is acting hereunder as an independent contractor, with the intended following results:

A. Control of personnel, standards of performance,

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discipline, and all other aspects of performance shall be governed entirely by the County;

B. All persons rendering service hereunder shall be for all purposes employees of the County, although they may from time to time act as commissioned officers of the City;

C. 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 Division of General Services shall prevail unless within ten (10) 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 County Executive and the City Manager . In such event the dispute shall then be submitted for review to a three (3) 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 the County or the City. A decision or determination agreed upon by a majority of the panel shall be final and conclusive in all respects between the parties hereto.

7. Audits and Inspection: The records and documents with respect to all matters covered by this contract shall be subject to inspection, review or audit by the County or City during the term of this contract and seven (7) years after termination hereof

8. Non-Discrimination: The County certifies that it is an Equal Opportunity Employer and has developed and implemented

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an Affirmative Action Program in accordance with the guidelines
in Revised Order 4 of the United States Department of Labor.

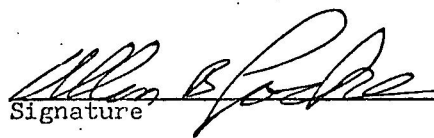
IN WITNESS WHEREOF, the parties hereto have caused this
Agreement to be executed the day and year first herein above
written.

COUNTY

CITY

Signature

Signature



Name

Allen B. Locke

Title

City Manager

ATTEST:

County Administrative Officer