

RESOLUTION NO. R 3272

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, 1986 and March 31, 1987; and

WHEREAS, it appears in the best interest 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 21st day of April, 1986.

SIGNED in authentication thereof on the 21st day of April, 1986.

Doris Cooper
Mayor

Attest:
Tam J. Aderson
Director of Administration and Finance
(ex officio City Clerk)

1 CONTRACTING DEPT./DIV.: General Services
 2 CONTRACT AMOUNT: Revenue from License Sales
 3 TERM: April 1, 1986 through March 31, 1987
 4 TYPE OF SERVICE: Animal Control Services

INTERLOCAL SERVICES AGREEMENT

5 This AGREEMENT, entered into this _____ day of _____
 6 , 19____, between KING COUNTY, State of Washington, hereinafter referred
 7 to as the "COUNTY", and the municipal corporation of Kirkland,
 8 hereinafter referred to as the "CITY".

9 WITNESSETH:

10 WHEREAS, the City, pursuant to RCW 39.34.010, 39.34.080, and City
 11 of Kirkland Municipal Code Section 8.04.050
 12 ~~Ordinance/Resolution No. _____~~, is authorized to
 13 and desirous of contracting with the County for the performance of
 14 Animal Control Services; and,

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

20 IT IS, THEREFORE, covenanted and agreed as follows:

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

- 23 A. Perform to the best of its ability all services relating
 24 to licensing and enforcement of City ordinances or resolu-
 25 tions pertaining to Animal Control as set forth in Chapter
8.04 Kirkland Municipal Ordinance/Resolution No. Code _____.
- 26 B. Provide a level of service which is the same as that pro-
 27 vided to unincorporated areas of the County;
- 28 C. Furnish licenses and application forms for said licenses
 29 to the City for sale to the public at the City Hall;
 30 Provided, however, that said sales at the City Hall shall
 31 terminate on the 30th day of May, 19 86.

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Thereafter, licenses may be purchased from the King County animal License Office, Room 403, King County Administration Building, 500 4th Avenue, Seattle, Washington 98104 (by mail or in person); King County Animal Control Shelter, 21615 64th South, Kent, Washington 98031 (in person only); King County Eastside Holding Shelter, located at 5110 192nd Place N.E., Redmond, WA 98052 (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 substantially 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 ordinance or resolution, including the power to suspend 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.

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

4 A. The County shall receive all fines and fees collected by
5 the County pursuant to the licensing of _____
6 dog, cat, kennel, hobby kennel, pet shop, animal
7 shelter and grooming parlor

8 subject to the following rebate provisions:

- 9 (1) \$1.00 for each dog license sold at the City Hall
10 shall be rebated to the City;
11 (2) \$.75 for each cat license sold at the City Hall
12 shall be rebated to the City;
13 (3) \$2.50 for each hobby kennel licensed to operate
14 inside the City shall be rebated to the City;
15 (4) \$12.50 for each grooming parlor licensed to operate
16 inside the City shall be rebated to the City;
17 (5) \$25.00 for each animal shelter, kennel, or pet shop
18 licensed to operate inside the City shall be rebated
19 to the City. The total of these fees shall be
20 rebated once a year (December), based on the records
21 of the King County Animal License Section.

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

24 3. Time of Performance: This agreement shall be effective on the
25 1st day of April, 19 86, and terminate on the 31st day of
26 March, 19 87. It is further agreed that should both parties
27 desire to continue this agreement after the termination date, this contract
28 may be renewed for a period of one year on the same terms and conditions,
29 upon the giving of written notice by either party to the other not less
30 than thirty (30) days before the expiration of this agreement; Provided,
31 however, that the County reserves the right to increase fees or modify the
32 rebate provisions of Section 2 A of this agreement.

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

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

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

- 17 A. Control of personnel, standards of performance,
18 discipline, and all other aspects of performance shall be
19 governed entirely by the County;
- 20 B. All persons rendering service hereunder shall be for all
21 purposes employees of the County, although they may from
22 time to time act as commissioned officers of the City;
- 23 C. In the event of a dispute between the parties as to the
24 extent of the service to be rendered hereunder, or the
25 minimum level or manner of performances of such service,
26 the determination of the Director of the King County
27 Division of General Services shall prevail unless within
28 ten (10) days of such determination made in writing, the
29 City files a written notice of appeal with the Director.
30 Copies of such notice shall also be filed with the County
31 Executive and the City Manager. In such event the
32 dispute shall then be submitted for review to a three (3)
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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 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

Name

Title

Title

Director
Department of Executive Administration